BOARD OF SUPERVISORS
District 1 | **Stacey Walker**
District 2 | **Ben Rogers**
District 3 | **Louis J. Zumbach**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000 | FAX: 319-892-5009
LinnCountyIowa.gov

LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA

Monday, May 9, 2022
11 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today's agenda.

Minutes--Discuss and decide on meeting minutes.

Discuss a purchase, sale and development agreement with Ahmann Companies (Dows Agri Community Development LLC) for the Dows Farm development.

Discuss, approve and authorize Chair to sign a proposal from Stanley Consultants offering review assistance for utility-scale solar project application submittals.

Public hearing on the plans, specifications, form of contract, and estimated total cost for the Priority #3 Linn County Facilities Derecho Repair Project

Discuss and decide on a Resolution Granting Final Approval and Confirming the Plans, Specifications, Form of Contract, and Estimated Total Cost for the Priority #3 Linn County Facilities Derecho Repair Project

Open and announce bids for the Priority #3 Linn County Facilities Derecho Repair Project and refer bids to Linn County staff and the project architect for review and tabulation

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations
Discuss and decide on Employment Change Roster (payroll authorizations).

Claims--Discuss and decide on claims.

Legislative Update--Discuss and decide on action related to proposed legislation

Correspondence

Appointments

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncountyiowa.gov.

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

BY AND AMONG

LINN COUNTY, IOWA

AND

DOWS AGRI COMMUNITY DEVELOPMENT LLC

____________MAY 11, 2022

PURCHASE, SALE, AND
DEVELOPMENT AGREEMENT

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (the "Agreement") is made on or as of the ____ day of _______________, 2022, by and among LINN COUNTY, IOWA, (the "County"), established pursuant to the Constitution of Iowa and the Code of Iowa, and acting under the authorization of Chapters 15A, 403 and 404 of the Code of Iowa, 2021, as amended, and DOWS AGRI COMMUNITY DEVELOPMENT LLC, an Iowa limited liability company, having offices for the transaction of business at 1950 Boyson Road, Hiawatha, Iowa (the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of Iowa Code Chapter 403, the County has undertaken a program for the development of an economic development area in the County and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Dows Farm Urban Renewal Area (the "Urban Renewal Area"), which is described in the Urban Renewal Plan approved for such area by Resolution No. 2017-3-54 on March 29th, 2017, as amended by Resolution No. 2021-7-122 on July 28th, 2021 (the "Urban Renewal Plan"); and

WHEREAS, the real property located in the Urban Renewal Area is described in Exhibit A attached hereto and made a part hereof (the "Urban Renewal Area"); and

WHEREAS, the County is the owner of certain real property located in the Urban Renewal Area as more particularly described in Exhibit A-1 attached hereto and made a part hereof (the "Development Property"); and

WHEREAS, the County desires to sell the Development Property in phases to allow for the development of private residential structures (single family and multi-family) and commercial enterprises; and

WHEREAS, the Developer desires to purchase the Development Property from the County and the Developer intends to develop it in several phases for both residential and commercial uses; and

WHEREAS, the County is willing to sell the Development Property to Developer and to provide certain incentives to Developer for the completion of Developer's commitments under this Agreement; and

WHEREAS, Developer proposes to subdivide the Development Property and sell Lots for single family, multi-family, commercial and other structures and related site improvements (the "Minimum Improvements") on the Development Property, which will create new single family lots, and retail, office and other space in the County, generate new employment opportunities, and create market-rate housing in the County (the "Project"); and

WHEREAS, the County is willing to provide Economic Development Grants to Developer under the terms of this Agreement with respect to certain portions of the Minimum Improvements assessed as commercial, and further is willing to permit Developer, its successors and assigns, to apply for tax abatement under the County's Urban Revitalization Plan with respect to the portions of the Minimum Improvements assessed as residential or multi-residential; and

WHEREAS, the County believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the County and in accord with the public purposes of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted; and

WHEREAS, the County is the owner of certain real property located in the Urban Renewal Area as more particularly described in Exhibit A-1 attached hereto and made a part hereof (the "Farm Property"); and

WHEREAS, the County desires to limit the use of the Farm Property to the development of agricultural enterprises; and

WHEREAS, support of the agricultural enterprises on the Farm Property will be provided by the County and Developer.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Affiliate means with respect to Developer (i) any Person directly or indirectly controlling, controlled by or under common control with Developer; (ii) any officer, director, general partner, member or trustee of Developer; or (iii) any Person who is an officer, director, general partner, member or trustee of any Person described in clauses (i) or (ii) of this sentence. For purposes of this definition, the terms "controlling," "controlled by" or "under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person or entity, whether through the ownership of voting securities, by contract or otherwise, or the power to elect at least 50% of the directors, members, or persons exercising similar authority with respect to such Person or entities.

Agreement means this Purchase, Sale, and Development Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Code means the Code of Iowa, 2022, as amended.

County means Linn County, Iowa or any successor to its functions.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the subdivision construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector of the County as required by applicable County codes.

Developer means Dows Agri Community Development LLC, an Iowa limited liability company, and each assignee that assumes in writing all of the obligations of the Developer under this Agreement with the written consent of the County as provided in Section 7.1 of this Agreement.

Development Property means that portion of the Linn County Urban Renewal Area legally described in Exhibit A.

Economic Development Grants means the payments to be made by the County to Developer under Article VIII of this Agreement in consideration for that portion of the Minimum Improvements assessed as commercial.

Entity means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, employee stock ownership trust, real estate investment trust, estate, unincorporated organization, cooperative or association or any foreign trust or foreign business organization, and also includes local, municipal, state, United States, and foreign governments.

Event of Default means any of the events described in Section 10.1 of this Agreement that have continued beyond applicable notice and cure periods.

Farm Property means that portion of the Linn County Urban Renewal Area legally described in Exhibit A-1, excepting any portions subsequently sold under other farm use restrictions.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the purchase of the Development Property and the subdivision construction costs and initial operating capital requirements of the Minimum Improvements.

Governing Plan means the Governing Plan for Dows Farm Agri-Community, adopted by the Linn County, Iowa Board of Supervisors on August 20, 2020.

Land Assessment Classification is used for taxing purposes and defines the primary use and physical improvements upon each parcel of real property on an assessment roll.

Linn County Urban Renewal Tax Increment Revenue Fund means the special fund of the County created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A or 403 of the Code, incurred by the County to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Minimum Improvements means commercial, residential and multi-residential improvements to be constructed on the Development Property, as more particularly described and depicted in Exhibit B to this Agreement.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the ordinances of the County, as may be amended and enacted from time to time, under which the taxes levied on taxable property in the Urban Renewal Area shall be divided and a portion paid into the Linn County Urban Renewal Tax Increment Revenue Fund.

Person means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person," where the context so permits.

Phase means a distinct portion of the Project, pursuant to which a portion of the Development Property will be acquired by the Developer upon which a portion of the Minimum Improvements will be constructed.

Phase Improvements means that portion of the Subdivision Improvements to be completed on each Phase Property, more particularly described in Exhibit B.

Phase Property means that portion of the Development Property selected by Developer , which shall be legally described prior to the County's proposed conveyance of the property to the Developer under Article III of this Agreement.

Project means the construction and operation of the commercial Minimum Improvements and the creation and retention of jobs, as described in this Agreement.

State means the State of Iowa.

Subdivision Improvements means subdivision improvements to be constructed on the Development Property, as more particularly described and depicted in Exhibit B-1 to this Agreement which includes streets, water, sewer and storm water facilities, and utilities.

Tax Increments means the property tax revenues on that portion of the Improvements on the Development Property that are assessed as commercial that are divided and made available to the County for deposit in the Dows Agri Community Development LLC TIF Account of the Linn County Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.9 of this Agreement.

The Dows Agri Community Development LLC TIF Account means a separate account within the Linn County Urban Renewal Tax Increment Revenue Fund of the County in which Tax Increments received by the County with respect to the Minimum Improvements in the Development Property shall be deposited.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, pandemics, epidemics or other wide spread events, including recessions, that affect the market for residential and commercial properties and the ability to complete construction of the improvements, economic downturns that affect the availability of labor, material and/or financing, or the acts of any federal, State, or local governmental unit (other than acts of the County, with respect to a County-claimed delay).

Urban Renewal Area means the area known as the Linn County Urban Renewal Area as depicted on Exhibit A-1.

Urban Revitalization Area means the area known as the Urban Revitalization Area established by the Board of Supervisors.

Urban Revitalization Plan means the Linn County Urban Revitalization Plan, approved with respect to the Linn County Urban Revitalization Area, described in the preambles hereof.

Zoning Classification is used for the development or redevelopment and defines the allowed primary use(s) and physical improvement(s) upon each parcel of real property.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the County. The County makes the following representations and warranties:

a. The County is a public body organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder in a timely manner.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the County is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the County, and not of any governing body member, officer, agent, servant, or employee of the County in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. DOWS AGRI COMMUNITY DEVELOPMENT LLC, is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the County, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the County has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

f. Developer shall facilitate the development of the Development Property by itself or by others following subdivision of the Development Property, subject in all respects to Unavoidable Delays, in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws, ordinances, and regulations.

g. Developer shall obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and shall meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Subdivision Improvements may be lawfully constructed.

h. Developer anticipates construction of the Subdivision Improvements will require an expenditure of approximately ______________________ for land acquisition, soft costs, and hard costs.

i. Developer has reasonably firm commitments for construction or acquisition and permanent financing for the subdivision of the Development Property in an amount sufficient, together with equity commitments, to successfully complete the Subdivision Improvements in Phases in accordance with the Construction Plans contemplated in this Agreement.

j. Developer would not undertake its obligations under this Agreement with respect to residential subdivision improvements without the ten year Urban Revitalization tax abatement.

k. Developer would not undertake its obligations under this Agreement with respect to commercial property improvements without the payment by the County of the Economic Development Grants being made pursuant to this Agreement.

ARTICLE III. <u>PURCHASE AND SALE OF DEVELOPMENT PROPERTY</u>

Section 3.1. <u>Conditions Precedent to Transfer</u>. The County's obligation to transfer title to and possession of any portion of the Development Property to Developer at the closing dates provided in Section 3.3 shall be subject to satisfaction of the following conditions precedent:

a. The Developer is in material compliance with all of the terms of this Agreement;

b. There has not been a substantial change for the worse in the financial resources and ability of the Developer, or a substantial decrease in the financing commitments secured by the Developer for acquisition or construction of the Subdivision Improvements, which change(s) make it likely, in the reasonable judgment of the County, that the Developer will be unable to fulfill their covenants and obligations under this Agreement; and

c. The County's completion of all processes required by Iowa Code Chapter 403 (Urban Renewal) and Chapter 404 (Urban Revitalization).

Section 3.2. Transfer of Development Property. Subject to the terms and conditions of this Agreement, for the applicable sale price stated below and other consideration, including the obligations being assumed by the Developer under this Agreement, the County agrees to sell, and the Developer agrees to purchase, the Development Property, subject to easements and appurtenant servient estates and any zoning and other ordinances for the following price: $21,000 per acre (per appraisal). Developer acknowledges that at the time of the first closing on the Development Property, the County will direct that $20,000 of the purchase price be disbursed by the closing agent directly to the holder of the conservation easement described in Section 9.1 of this Agreement (the "Easement") to be used for the administration and enforcement of the Easement.

Section 3.3. Closings. On or before each of closing dates chosen by Developer (each subject to Unavoidable Delays), the County agrees to transfer title of the applicable portion of the Development Property to Developer, by special warranty deed in substantially the same form as is attached hereto as Exhibit F, upon: (i) Developer's payment of and the County's receipt (by check or wire transfer) of the applicable sale price, as set forth in Section 3.2, and all other funds due at the applicable closing date (subject to prorations, reductions, and credits as provided herein), and (ii) the execution and filing of all title transfer documents and any further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated. The transfer of the applicable portion of the Development Property shall be considered closed upon the delivery to Developer of a duly executed special warranty deed for the applicable portion of the Development Property, the delivery to Developer of an affidavit signed by the County's ___________ attesting to the County's compliance with Iowa Code provisions for the disposition of real property, the filing of all title transfer documents, and the County's receipt of all funds due at the closing date from Developer under this Agreement.

Section 3.4. Real Estate Taxes and Special Assessments. The Development Property is currently tax-exempt while owned by the County. After Developer's acquisition of each portion of the Development Property (following the applicable closing), with respect to those portions of the Development Property then-owned by Developer, Developer shall be responsible for all taxes and all special assessments, as further described in Section 4.4.

Section 3.5. Condition of Property; Care and Maintenance. The Developer agrees to take the Property "As Is," including with respect to environmental matters. At each closing, the County will file with the County Recorder's Office a properly executed Groundwater Hazard Statement, to the extent required by law. Except as specifically set forth in this Agreement, the County makes no warranties or representations as to the condition of the Development Property or any portion thereof. Notwithstanding anything herein to the contrary, Developer hereby waives all claims against the County as to the condition of the Development Property or any portion thereof.

Section 3.6. Abstract and Title. The County shall provide an abstract of title for the applicable portion of the Development Property (i.e., the Phase Property) to Developer prior to each closing date, continued through a date no more than Forty-Five (45) days prior to the applicable closing date. The abstract shall be delivered to Developer for examination, and it shall become the property of Developer upon closing on the applicable portion of the Development Property. Such abstract of title shall show merchantable title in the County in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. Developer may, at its sole cost and expense, obtain title insurance on the Development Property, or any portion thereof, for itself and/or its lenders.

Section 3.7. Survey and Platting. Developer shall be responsible for any survey or platting work necessary to perfect a title defect or convey any portion of the Development Property to Developer. Developer shall be responsible for all other survey and platting (if any) of the Development Property, or any portion thereof, following transfer of the title to Developer. The County authorizes Developer and/or its agents and contractors reasonable access to the Development Property for survey and platting purposes prior to closing. Developer shall be credited plat of survey costs for each development phase at the time of each closing.

Section 3.8. Certification. Developer and County each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other parties from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 3.9. Restriction. Developer acknowledges and agrees that until the Termination Date, any portion of the Development Property transferred to Developer shall be used solely and exclusively for the purposes described in this Agreement.

Section 3.10. Zoning. The Parties agree and acknowledge that, as of the Commencement Date, the Development Property is zoned as Planned Unit Development (PUD) which will provide for zoning that permits the development of the Minimum Improvements as described in this Agreement.

ARTICLE IV. CONSTRUCTION OF SUBDIVISION IMPROVEMENTS; TAXES

Section 4.1. Construction of Subdivision Improvements.

a. The Developer agrees that it will facilitate the construction of the Subdivision Improvements on the Development Property in conformance with the Construction Plans submitted to the County pursuant to Section 4.2. The Developer estimates that the scope and scale of the Subdivision Improvements as constructed shall require an expenditure of more than $____________.

b. Upon reasonable notice to the Developer (which does not have to be written), designated representatives of the County shall be permitted to enter upon the Development Property during the construction of the Subdivision Improvements to inspect such construction and the progress thereof.

c. All work with respect to the Subdivision Improvements to be constructed or provided by the Developer shall be in conformity with the Construction Plans and other plans approved by the building official or any amendments thereto as may be approved by the building official.

d. Subject to Unavoidable Delays, the Developer shall cause subdivision of each Phase of the Development Property to be started by the first day of the tenth (10th) month following the Closing Date on the respective Phase Property, as set forth in the schedule below (or such other dates as the parties shall mutually agree upon in writing), and to be completed by no later than the first date of the twentieth (20th) month following the respective start date (or such other dates as the parties shall mutually agree upon in writing); time lost as a result of Unavoidable Delays prior to a start date shall be added to extend the subsequent start dates by a number of days equal to the number of days lost as a result of Unavoidable Delays.

e. The Subdivision Improvements described in Exhibit B.

Section 4.2. Construction Plans.

a. The Developer shall cause Construction Plans to be provided for the Subdivision Improvements which shall be subject to approval by the County as provided in this Section 4.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations.

b. The County shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations and County permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Subdivision Improvements; (e) the Construction Plans conform to the Dows Farm Governing Plan; and (f) no Event of Default under the terms of this Agreement has occurred.

Section 4.3. Certificate of Completion. Upon written request of Developer after issuance of a certificate of completion from the Development Department for the subdivision improvements, the County will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit D attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Subdivision Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the County shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 4.3, the County shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Subdivision Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the County, for Developer to take or perform in order for Developer to obtain such Certificate of Completion.

Issuance by the County of the Certificate of Completion pursuant to this Section 4.3 is solely for the purposes of this Agreement and shall not constitute approval for any other County purpose, nor shall it subject the County to any liability for the Development Property or the Subdivision Improvements as constructed.

Section 4.4. Real Property Taxes. Until the Termination Date, Developer, or its successors, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them. Until the obligations in this Agreement have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer, or its successors, shall be solely responsible for all assessments and taxes with respect to any portion of the Development Property owned by Developer or its successors.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Subdivision Improvements (and, from time to time at the request of the County, furnish the County with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk–Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Subdivision Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least $1,000,000 for each occurrence. The County shall be named as an additional insured for the County's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, their directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the County may be held responsible (with coverage to the County at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the County.

iii. Workers' compensation insurance with at least statutory coverage.

b. All insurance required by this Article V shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Upon request by the County, Developer will deposit with the County copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. In lieu of separate policies, the Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the County a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Subdivision Improvements.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the County (whether owned in fee or a leasehold interest), including but not limited to the Development Property, Subdivision Improvements and Minimum Improvements owned by Developer, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to its business and affairs relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all State, federal and local laws, rules and regulations relating to the Development Property and the Subdivision Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Subdivision Improvements and the Minimum Improvements (if made by Developer), Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, sexual orientation, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, sexual orientation, or familial status.

Section 6.5. Available Information. Upon request, Developer shall provide the County with copies of information requested by County that are related to this Agreement so that County can determine compliance with this Agreement within 7 to 14 days.

Section 6.6. Sale of Property. Developer agrees that the Subdivision Improvements are expected to create usable residential and commercial space. Developer agrees to use commercially reasonable efforts to sell or lease the Development Property assessed as residential, commercial or other classification (including exempt) to purchasers who will construct Minimum Improvements on the Development Property

Section 6.7. Annual Certification. To the extent that Economic Development Grants will be made to any person, and to assist the County in monitoring the Agreement and performance hereunder, a duly authorized officer of the recipient of such Economic Development Grants shall annually provide to the County: (i) proof that all ad valorem taxes on the Minimum Improvements owned by such recipient have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of each phase of the Minimum Improvements owned by such recipient; (iii) certification that no tenants have relocated to the site from a city in Linn County (except from Cedar Rapids, Hiawatha or Marion) or a contiguous county in violation of Iowa law and Section 6.9 of this Agreement, and the names of all current tenants, if any; and (iv) certification that such officers have re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, such recipient is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing in the year that improvements are first assessed at one hundred percent of the market value of the improvements. The recipient of the Economic Development Grants shall provide supporting information for the Annual Certification upon request of the County. See Exhibit E for form required for the Annual Certification.

Section 6.8. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the County performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Subdivision Improvements on each Phase portion of the Development Property acquired by the Developer. Without limiting the generality of the foregoing, Developer guarantees that: (a) subject to Unavoidable Delays, construction of the Subdivision Improvements for each Phase shall commence and be completed within the time limits set forth herein; (b) the Subdivision Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Subdivision Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens (unless reasonably contested by Developer or, if available, said liens are bonded over); and (d) all costs of constructing the Subdivision Improvements shall be paid when due, unless reasonably contested by Developer.

Section 6.9. Relocation. Developer agrees and covenants not to lease, assign, or sublease any commercial portion of the Minimum Improvements to any entity that is relocating to the County from a city in Linn County (other than Cedar Rapids, Hiawatha or Marion) or a contiguous county under the term of this Agreement; provided, however, that they may lease the

Minimum Improvements to any entity relocating from any city with a fair play agreement in place. In general, use of urban renewal incentives cannot be used for projects that involve a relocating entity unless there is a written agreement regarding the use of economic incentives from the city where the business is currently located and the jurisdiction to which the business is relocating, either specific to this Project or in general (a fair play or neutrality agreement), or if the County finds the use of tax increment in connection with the relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of state and such relocation would result in either significant employment or wage loss in the State. Developer understands and agrees that if it leases all or a portion of the Minimum Improvements to a relocating entity, as determined by the County in its sole discretion, the Developer is not eligible to receive all or a pro rata portion of the Economic Development Grants under this Agreement and will be responsible for paying back previously received Economic Development Grants, if applicable.

The County agrees that this Section 6.9 shall not be construed as limiting the Developer's eligibility for Economic Development Grants or requiring Developer to pay back previously received Economic Development Grants solely due to an unforeseen closure of a tenant entity's operations in a city in Linn County or a contiguous county following the tenant entity's commencement of operations in the Minimum Improvements; provided that subsequent to the execution of this Agreement that there is no change in applicable provisions of the Code, no issuance of a controlling decision of any Iowa Court, and no other legally significant change that contributes to the County's legal counsel providing an opinion to the County to the effect that an unforeseen closure of a tenant entity's operations in a city in Linn County or a contiguous county following the tenant entity's commencement of operations in the Minimum Improvements constitutes a relocation which prohibits the use of Tax Increment incentives in connection with such relocation.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer shall maintain its existence as a company and shall not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the County consents thereto in writing in advance thereof. Notwithstanding the foregoing, however, or any other provisions of this Agreement, the Developer may pledge any portion of the Development Property owned by Developer as security for any financing of the Subdivision Improvements and acquisition of the Development Property. Nothing in this Agreement shall prohibit Developer from, in the ordinary course of business, selling or leasing lots or residential units within any portion of the Development Property to which it has been subdivided; such a sale or lease shall not alone transfer or convey to the grantee or lessee any liabilities or obligations whatsoever under this Agreement, nor any rights under this Agreement, other than the right to file for tax abatement under applicable law.

In the event that Developer wishes to assign this Agreement, including its rights and duties hereunder, Developer and transferee individual or entity shall request that the County and Developer agree to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption (in whole or in part) of all Developer obligations under this Agreement. Such transfer shall not be effective unless and until the County and Developer agree in writing to an amendment or assignment of this Agreement authorizing the transfer.

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS ON COMMERCIALLY ASSESSED PORTIONS OF THE DEVELOPMENT PROPERTY

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the County agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make semi-annual payments of Economic Development Grants to Developer with respect to any Improvements which are assessed as commercial under the following terms. For the avoidance of doubt, any buildings constructed as part of the Improvements for which Developer applies for the multi-residential tax abatement under the Urban Revitalization Plan (pursuant to the County's consent provided in Section 11.1) shall not create Tax Increments that are used for the Economic Development Grants.

Economic Development Grants. For and in consideration of Developer's completion of the commercial Improvements in accordance with this Agreement, including the schedule in Section 4.1(d), the County agrees to make ten (10) years of consecutive semi-annual payments of Economic Development Grants to Developer or its designee.

Each semi-annual payment of Economic Development Grants shall be equal in amount to the Tax Increments, collected by the County, with respect to the Property and that portion of the Improvements that are assessed as commercial, under the terms of the Ordinance and deposited into Dows Agri Community Development LLC TIF Account (without regard to any averaging that may otherwise by utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period in respect of the Improvements, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

Section 8.2. Payment Schedule. If the timeline for completion of the commercial Improvements (i) based on the Developer's election under Section 4.1(f), (ii) due to an amendment of this Agreement, or (iii) due to Unavoidable Delays which change the year of first full assessment of the Improvements, then the schedule for payment of Economic Development Grants shall be adjusted such that after the applicable Minimum Improvements are first fully assessed and if said Minimum Improvements are in compliance with this Agreement, if the Annual Certification is timely filed and contains the information required under Section 6.7 and the Board accepts of the same, the County shall certify to the County Auditor prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, with respect to the commercially-assessed portion of the applicable Phase's improvements, to be collected by the County and paid to the County as taxes are paid during the following fiscal year and which shall thereafter by disbursed to Developer on the following December 1 and June 1. This provision shall be construed as permitting both the acceleration and delay of the payment set forth in Section 8.1; provided however that in no event shall the Developer be entitled to receive more than ten (10) years of consecutive semi-annual payments on Improvements and under no circumstances shall Developer's failure to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date.

Example: Assuming completion of the Improvements by July 1, 2025 and full assessment of the Improvements on January 1, 2026, if Developer submits the Annual Certification by October 15, 2026 and the County certifies to the County Auditor by December 1, 2026, the first Economic Development Grants would first be paid to Developer on December 1, 2027 and the second semi-annual payment will be paid on June 1, 2028.

Section 8.3. Limitations. The Economic Development Grants are only for the portions of the Minimum Improvements that are assessed as commercial and described in this Agreement and not any future expansions or phases which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the Board of Supervisors.

Section 8.4 Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the County to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

a. Developer's compliance with the terms of this Agreement, including, but not limited to, the payment of property taxes with respect to all portions of the Development Property owned by Developer or an Affiliate;

b. timely filing of the Annual Certifications required under Section 6.7 hereof and the Board's acceptance thereof; and

c. no Event of Default shall have occurred and be continuing.

Each Annual Certification filed under Section 6.7 hereof shall be considered separately in determining whether the County shall make any of the Economic Development Grant payments available to Developer under this Section.

Section 8.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in Dows Agri Community Development LLC TIF Account of the Linn County Urban Renewal Tax Increment Revenue Fund of the County. The County hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and the applicable fully-assessed Minimum Improvements, and allocated to Dows Agri Community Development LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other County funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the County each fiscal year. The County has no obligation to make any payments to Developer as contemplated under this Agreement until the Board of Supervisors annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the County in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the County's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the County within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the County’s bond counsel to create, or result in the creation of, such a legal indebtedness of the County, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the County shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the County shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the County fails to appropriate funds for payment, due to its legal counsel providing an opinion to the County to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the County under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the County shall promptly forward notice of the same to Developer. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which one (1) semi-annual Economic Development Grant would otherwise have been paid to Developer under the terms of Section 8.1, the County or Developer may terminate this Agreement, without penalty or other liability to the County, by written notice to the other Party.

Section 8.7. Use of Other Tax Increments. The County shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible County costs), and the County shall have no obligations to Developer with respect to the use thereof.

ARTICLE IX. FARM PROPERTY

Section 9.1. Restriction of Farm Property Use. The County agrees that the Farm Property will be restricted in use as a material consideration for Developer's purchase and development of the Development Property as an "agri-community" as set forth in the Governing Plan. The use of the Farm Property will be restricted, in a document recorded in the office of the Linn County Recorder, to uses that are in conformance with the Governing Plan within six months of the recording of the memorandum of agreement as shown in Exhibit C. The use restriction document shall be substantially in the form of the conservation easement attached in Exhibit G or as otherwise agreed on by Developer and Linn County. Any owner or owners of the Development Property shall be entitled to record or file a claim or other instrument to continue the restriction on the use of the Farm Property. The Farm Property shall not be used in such a manner as to create a nuisance. Livestock and livestock waste, and chemical treatment of the Farm Property shall be closely monitored and best management practices for agricultural uses adjacent to residences shall be implemented. The County intends to lease the Farm Property to one or more farmers committed to the Governing Plan. Failure by the County to restrict use of the Farm Property in accordance with the Governing Plan will be detrimental to the Developer.

Section 9.2. Governing Plan Amendment. No Amendment to the Governing Plan shall be made without the written approval of the Developer.

Section 9.3. Farm Property Annual Plan. The operation of the Farm Property by one or more farmers shall be subject to the approval of an annual plan for the operation of the Farm Property that takes into consideration the residents of the Agri-Community on the Development Property. The annual plan shall detail the improvements to be made to the Farm Property during the year, the agricultural use of the Farm Property during the year and the manner of distribution of the agricultural production. The annual plan must be approved by a majority of the members of the Farm Property Board and the majority must include a Board member who is an owner of some of the Development Property or a resident residing thereon.

Section 9.4. Farm Property Board. A Farm Property Board shall be established by the Developer to oversee the approval and implementation of the annual plan. Membership of the Farm Property Board shall include at least one representative of Developer or its affiliates, one representative from the County, one representative of the Farm Property conservation easement holder and at least one person residing on the Development Property, provided however, until such time as twenty or more lots in the Development Property have been sold, Developer may designate the representative of the residents of the Agri-Community. If no residents of the Development Property are willing or able to be a member of the Board, the Developer or the County may appoint representatives to the Board. The Farm Board shall not exceed five members with the remaining member appointed by the Board of Supervisors or its designee. In the event that Developer or its affiliates no longer owns any of the Development Property, the Developer's membership on the Farm Board shall terminate and that seat on the Farm Board shall be filled with a person owning or representing an owner of some of the Development

Property (including the commercial and multifamily improvements), without regard to residency. In the event that the County no longer owns any of the Farm Property, the County's membership on the Farm Board shall terminate and that seat on the Farm Board shall be filled with a person owning or representing an owner of some of the Development Property (including the commercial and multifamily improvements), without regard to residency.

Section 9.5. Annual Assessment of Development Property. Annually, the owners of the Development Property, excluding Developer, shall pay an assessment to an owners association with the funds to be used to support diversified farming on the Farm Property. In exchange for the payment of the proceeds of the assessment, the farmers farming the Farm Property will use and maintain the Farm Property in a manner befitting the community built on the Development Property. The Farm Property Board shall receive the assessments and it may authorize the release of the funds only in fulfillment of the Farm Property Board approved annual plan for operation of the Farm Property. The annual assessment shall be allocated to the owners (excluding Developer) of the Development Property in a fair and reasonable manner. Constructed commercial space shall be assessed at $0.01 per square foot per month. Single family dwellings shall be assessed up to $23 per month and multi-family dwelling units shall be assessed at up to $12 per month per dwelling unit. The foregoing amounts shall not exceed an annual assessment of $______. The annual assessment with respect to a single family dwelling lot shall not exceed $____ per year during the first ten years of the annual assessment.

The maximum annual assessment, and the monthly amounts set forth in this Section, shall be increased or decreased by the change in the Consumer Price Index – Urban based upon the percentage increase or decrease in the cost of living in relation to the preceding annual assessment. Such increase shall be determined by utilizing as the "base index" the Consumer Price Index for All Urban Consumers (CPI-U) published monthly by the Bureau of Labor Statistics of the U.S. Department of Labor for the calendar month this Agreement is fully executed, and utilizing for determining the cost of living increase or decrease the CPI-U for the second calendar month preceding the annual assessment. Thereafter the base index shall be the CPI-U for the month preceding the annual assessment. Notwithstanding the increase or decrease in the CPI-U, the annual change shall not exceed three percent (3%).

Developer will adopt covenants that provide for the payment of the annual assessment, the manner of establishing a lien upon the property of an owner if the annual assessment is not paid and such other matters as Developer deems necessary.

The amount of the annual assessment approved in the annual plan shall be supported by the needs of the farmer or farmers farming the Farm Property and the benefit to the residents of the Development Property. The annual assessment is intended to be a benefit to the farmer or farmers operating the Farm Property commensurate with the value to the residents of the Development Property of having farm operations on the Farm Property. The amount of the annual assessment may be less than the maximum set forth in this Section.

Section 9.6. Termination of Annual Assessment of the Development Property. Upon failure of the County to record a document that restricts the use of the Farm Property, upon termination of any instrument recorded to restrict the use of the Farm Property or upon an event of default by the County as provided in Section 10.3, the annual assessment of the owners of the Development Property shall terminate. Any funds held by the Farm Property Board that have not been earned according to the last approved annual plan shall be returned prorata to the owners of the Development Property. Those owners of the Development Property, as of the date chosen by the Farm Board, will receive a refund, without regard to when the owners acquired their property and without regard to whether assessment was paid for by the then owner of the property. The reasonable cost of administering the refund of the assessment shall be deducted from each amount to be refunded.

Section 9.7. Rights of the Owners of the Development Property. The owners of the Development Property have the right to representation on the Farm Board. The owners of the Development Property may, individually or collectively, enforce the obligations of the County relating to use of the Farm Property.

Section 9.8. Certification. Developer and County each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other parties from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 9.9. Restriction. The County and Developer acknowledge and agree that until the Termination Date, the Farm Property shall be used solely and exclusively for the purposes described in this Agreement.

Section 9.10. Zoning. The Parties agree and acknowledge that, as of the Commencement Date, the Farm Property is zoned as Agriculture which will provide for zoning that permits the development of the farm as described in this Agreement and the Governing Plan.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default by Developer Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

a. Failure by Developer to cause the construction of the Subdivision Improvements to be completed and the operations to continue pursuant to the terms and conditions of this

Agreement, including the completion of each phase of the Subdivision Improvements by the deadlines set forth under the terms of Section 4.1;

b. Transfer of Developer's interest in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to timely pay or cause to be paid ad valorem taxes on the Development Property and Minimum Improvements (but only with respect to any portion of the Development Property then-owned by the Developer);

d. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

e. Developer:

i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. makes an assignment for the benefit of its creditors; or

iii. admits in writing its inability to pay its debts generally as they become due; or

iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

f. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the County may take any one or more of the following actions after giving thirty (30) days' written notice to Developer and the holder of the First Mortgage (but only to the extent the County has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the party providing written notice within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the County that the Event of Default will be cured as soon as reasonably possible:

a. The County may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the County, that the Developer will cure the default and continue its performance under this Agreement;

b. The County may terminate this Agreement;

c. The County may withhold the Certificate of Completion;

d. The County may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement; or

e. The County shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default, until it has been cured.

Section 10.3. Default by County. In the event the Farm Property is not maintained in active agricultural production of fruits, vegetables or other crops consumable by residents of the Agri-Community (excluding soybeans and field corn) for a period of two consecutive years, the County shall be in default under this Agreement. Upon such default by the County, Developer and its successors in interest to the Development Property shall be relieved of all obligations under Article IX of this Agreement.

Section 10.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.5. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.6. Attorneys' Fees and Expenses. Developer and the County shall each pay for its own attorney’s fees and expenses associated with this Agreement.

ARTICLE XI. WORKFORCE HOUSING TAX CREDITS AND, TAX ABATEMENT

Section 11.1. Workforce Housing Tax Credits; Tax Abatement.

a. Developer may apply for Workforce Housing Tax Credits by the Iowa Economic Development Authority (IEDA) for the construction of the multi-residential portion of the Minimum Improvements described in this Agreement.

b. The County consents to the Developer's application for tax abatement under the County's Urban Revitalization Plan with respect to any portions of the Minimum Improvements assessed as residential and multi-residential (in any Phase of the Project), which tax abatement is intended to serve as the local match for Developer's application for incentives under the Iowa Economic Development Authority's Workforce Housing Tax Credits Program.

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the County, or its designees or agents, nor any consultant or member of the governing body of the County, and no other public official of the County who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand, or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of the Developer, is addressed or delivered personally to Dows Agri Community Development LLC at 1950 Boyson Road, Hiawatha, IA 52233; Attn: Joe Ahmann, Manager; and

b. In the case of the County, is addressed to or delivered personally to Linn County Attn: Planning and Development Director;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 12.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the County by virtue hereof. The Developer shall pay for the costs of recording.

Section 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after __________, 2051 unless this Agreement is terminated earlier by the other terms of this Agreement. Each Unavoidable Delay shall extend the Termination Date by an equal number of days. Notwithstanding termination of this Agreement, the following provisions shall continue beyond the termination: (i) the use restrictions on the Farm Property, (ii) the annual assessments of the Development Property, (iii) the rights of the owners of the Development Property, (iv) the provisions regarding the Farm Board composition and authorizations, and (v) rights of owners of the Development Property to record or file a claim or other instrument to continue the use restrictions on the Farm Property.

Section 12.10. Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, homebuyer, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement, provided, however, the owners of the Development Property shall be deemed to be beneficiaries of the restrictions in use of the Farm Property and to be beneficiaries of the production on the Farm Property in accordance with the annual farm plan.

Section 12.11. Cooperation. The parties agree to cooperate with one another to facilitate completion of the Phases under uncertain conditions that may necessitate greater flexibility to make changes to the anticipated Project timeline than provided for in the terms of the Agreement. Accordingly, the parties agree to work cooperatively to negotiate amendments to this Agreement as needed to adjust the Project timeline.

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed in its name and behalf by its Chairperson and its seal to be hereunto duly affixed and attested by the County Auditor, and the Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Rest of page intentionally left blank; signature pages to follow]

(SEAL) LINN COUNTY, IOWA

By: ________________________________
Ben Rogers, Chair

ATTEST:

By: ________________________________
JOEL MILLER, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this ________ day of ________________________, 2021, before me a Notary Public in and for said State, personally appeared BEN ROGERS and JOEL MILLER , to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Linn County, Iowa, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

____
Notary Public in and for the State of Iowa

[Signature page to Purchase, Sale, and Development Agreement – Linn County]

DOWS AGRI COMMUNITY DEVELOPMENT LLC,
an Iowa limited liability company

By: ______________________________
JOE AHMANN, Its Manager

STATE OF IOWA)
) SS
COUNTY OF ____________)

On this _______ day of _________________, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared JOE AHMANN to me personally known, who, being by me duly sworn, did say that he is the Manager of Dows Agri Community Development LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

____
Notary Public in and for the State of Iowa

[Signature page to Purchase, Sale, and Development Agreement –Dows Agri Community Development LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

PARCEL “A” OF PLAT OF SURVEY NO. 2531, RECORDED IN BOOK 11060, PAGES 575-576 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 83 NORTH, RANGE 6 WEST OF THE 5TH PM, LINN COUNTY, IOWA; THENCE NORTH 00°D 49' 31" WEST ALONG THE WESTERLY LINE OF SAID PARCEL “B”, A DISTANCE OF 442.89 FEET; THENCE NORTH 89°D 57' 40" EAST, 293.07 FEET; THENCE NORTH 00°D 49' 31" WEST, 186.19 FEET; THENCE NORTH 89°D 57' 02" EAST, 280.00 FEET; THENCE NORTH 00°D 49' 31" WEST, 593.83 FEET; THENCE NORTH 89°D 57' 02" EAST, 456.00 FEET; THENCE SOUTH 56°D 23' 57" EAST, 313.15 FEET; THENCE SOUTH 00°D 53' 21" EAST, 347.95 FEET; THENCE SOUTH 33°D 36’ 07” WEST, 110.00 FEET; THENCE SOUTH 56°D 23' 53" EAST, 76.28 FEET; THENCE SOUTHEAST ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 340.00 FEET, WHOSE ARC LENGTH IS 54.95 FEET AND WHOSE CHORD BEARS SOUTH 51°D 46' 06" EAST, 54.89 FEET; THENCE SOUTH 47°D 08' 19" EAST, 111.32 FEET; THENCE SOUTHEAST ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 460.00 FEET, WHOSE ARC LENGTH IS 69.87 FEET AND WHOSE CHORD BEARS SOUTH 51°D 29' 24" EAST, 69.80 FEET; THENCE NORTH 32°D 04' 24" EAST, 124.70 FEET; THENCE SOUTH 57°D 55' 36" EAST, 130.00 FEET; THENCE NORTH 32°D 04' 24" EAST, 171.82 FEET; THENCE SOUTH 57°D 55' 36" EAST, 462.44 FEET; THENCE SOUTH 32°D 04' 24" WEST, 309.31 FEET; THENCE SOUTHEAST ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 180.00 FEET, WHOSE ARC LENGTH IS 36.91 FEET AND WHOSE CHORD BEARS SOUTH 42°D 30' 46" EAST, 36.85 FEET; THENCE NORTH 53°D 21' 43" EAST, 221.91; THENCE SOUTH 00°D 11' 13" EAST, 342.49 FEET; THENCE SOUTH 89°D 48' 47" WEST, 166.75 FEET; THENCE SOUTH ALONG A CURVE CONCAVE EAST WHOSE RADIUS IS 483.00 FEET, WHOSE ARC LENGTH IS 56.06 FEET AND WHOSE CHORD BEARS SOUTH 03°D 08' 17" WEST, 56.02 FEET; THENCE SOUTH 00°D 11' 13" EAST, 17.97 FEET; THENCE NORTH 89°D 48' 47" EAST, 170.00 FEET; THENCE SOUTH 00°D 11' 13" EAST, 260.00 FEET; THENCE SOUTH 89°D 48' 47" WEST 139.15 FEET; THENCE SOUTH 00°D 11' 13" EAST, 9.91 FEET; THENCE SOUTH ALONG A CURVE CONCAVE WEST WHOSE RADIUS IS 525.00 FEET, WHOSE ARC LENGTH IS 117.90 FEET AND WHOSE CHORD BEARS SOUTH 06°D 14' 48" WEST, 117.65 FEET; THENCE NORTH 89°D 48' 47" EAST, 19.14 FEET; THENCE NORTH 00°D 11' 13" WEST, 60.00 FEET; THENCE NORTH 89°D 48' 47" EAST, 195.00 FEET; THENCE SOUTH 00°D 11' 13" EAST, 60.00 FEET; THENCE NORTH 89°D 48' 47" EAST, 5.00 FEET; THENCE SOUTH 00°D 11' 13" EAST, 86.19 FEET; THENCE SOUTH ALONG A CURVE CONCAVE WEST WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 26.98 FEET AND WHOSE CHORD BEARS SOUTH 15°D 16' 11" WEST, 26.65 FEET; THENCE SOUTH 47°D 55' 04" EAST, 40.98 FEET; THENCE SOUTH 42°D 04' 56" WEST, 140.00 FEET; THENCE NORTH 47°D 55' 04" WEST, 40.98 FEET; THENCE

SOUTHWEST ALONG A CURVE CONCAVE NORTHWEST WHOSE RADIUS IS 50.00 FEET, WHOSE ARC LENGTH IS 12.57 FEET AND WHOSE CHORD BEARS SOUTH 60°D 38' 20" WEST, 12.54 FEET; THENCE SOUTH 00°D 11' 13" EAST, 63.63 FEET; THENCE SOUTH 89°D 48' 47" WEST, 170.99 FEET; THENCE SOUTH ALONG A CURVE CONCAVE EAST WHOSE RADIUS IS 575.00 FEET, WHOSE ARC LENGTH IS 141.17 FEET AND WHOSE CHORD BEARS SOUTH 06°D 34' 50" EAST, 140.81 FEET; THENCE SOUTH 13°D 36' 50" EAST, 110.49 FEET; THENCE SOUTH ALONG A CURVE CONCAVE WEST WHOSE RADIUS IS 525.00 FEET, WHOSE ARC LENGTH IS 102.52 FEET AND WHOSE CHORD BEARS SOUTH 08°D 01' 11" EAST, 102.36 FEET TO THE SOUTH LINE OF SAID PARCEL "B"; THENCE SOUTH 89°D 48' 47" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,083.46 FEET; THENCE NORTH 00°D 24' 40" WEST, 667.50 FEET; THENCE SOUTH 89°D 48' 47" WEST, 660.00 FEET TO THE WESTERLY LINE OF SAID PARCEL "B"; THENCE NORTH 00°D 24' 40" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 82.73 FEET; THENCE NORTH 26°D 53' 50" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 558.34 FEET TO THE POINT OF BEGINNING.

EXCEPT FOR
Any property contained within the Farm Property as shown in Exhibit A-1.

The Development Property shall be legally described separately prior the County's conveyance of any property to the Developer under the terms of this Agreement to align substantially with the boundaries for each Phase selected by Developer.

EXHIBIT A-1
FARM PROPERTY

The Farm Property is legally described as follows:

THAT PORTION OF PARCEL A, AMENDED PLAT OF SURVEY NO. 2474 AS RECORDED IN BOOK 10895, PAGE 665 IN THE OFFICE OF THE LINN COUNTY RECORDER AND THAT PORTION OF PARCEL A, PLAT OF SURVEY NO. 2531 AS RECORDED IN BOOK 11060, PAGE 575 IN THE OFFICE OF THE LINN COUNTY RECORDER LOCATED IN PORTIONS OF THE NORTHEAST QUARTER (N.E.1/4) AND PORTIONS OF THE SOUTHEAST QUARTER (S.E.1/4) ALL LOCATED IN SECTION TWENTY (20), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE SIX (6) WEST OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 20; THENCE SOUTH 88°48'28" EAST ON THE SOUTH LINE OF SAID N.E.1/4, A DISTANCE OF 33.00 FEET TO THE EAST RIGHT OF WAY OF DOWS ROAD AND THE POINT OF BEGINNING; THENCE NORTH 0°21'25" EAST ON SAID EAST RIGHT OF WAY, 1325.50 FEET TO THE NORTH LINE OF PARCEL A OF AMENDED PLAT OF SURVEY NO. 2474; THENCE SOUTH 88°38'00" EAST ALONG SAID NORTH LINE, 900.04 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 0°21'28" WEST ALONG THE EAST LINE OF PARCEL A OF AMENDED PLAT OF SURVEY NO. 2474, A DISTANCE OF 1423.99 FEET TO A NORTH LINE OF PARCEL A, PLAT OF SURVEY NO. 2531.

(THE FOLLOWING THREE COURSES ARE ON THE NORTHERLY AND EASTERLY LINES OF PARCEL A, PLAT OF SURVEY NO. 2531)

THENCE SOUTH 88°48'28" EAST, 95.98 FEET; THENCE SOUTH 55°09'16" EAST, 313.16 FEET; THENCE SOUTH 0°21'16" WEST, 347.96 FEET; THENCE NORTH 55°09'16" WEST, 392.80 FEET TO THE BEGINNING OF A 150.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY AND HAVING A LONG CHORD OF 34.73 FEET, BEARING NORTH 48°30'26" WEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, 34.80 FEET; THENCE NORTH 41°51'36" WEST, 101.99 FEET TO THE BEGINNING OF A 400.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A LONG CHORD OF 137.79 FEET, BEARING NORTH 51°46'41" WEST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, 138.48 FEET; THENCE SOUTH 28°18'15" WEST, 120.00 FEET TO THE BEGINNING OF A 280.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY AND HAVING A LONG CHORD OF 131.91 FEET, BEARING NORTH 75°19'10" WEST; THENCE WESTERLY ON THE ARC OF SAID CURVE, 133.16 FEET; THENCE NORTH 88°56'36" WEST, 173.85 FEET; THENCE SOUTH 1°03'24" WEST, 213.24 FEET TO THE BEGINNING OF A 80.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY AND HAVING A LONG CHORD OF 153.09 FEET, BEARING SOUTH

72°02'58" EAST; THENCE EASTERLY ON THE ARC OF SAID CURVE, 204.15 FEET; THENCE SOUTH 55°09'16" EAST, 145.72 FEET; THENCE SOUTH 34°50'44" WEST, 115.48 FEET; THENCE SOUTH 55°09'16" EAST, 130.00 FEET; THENCE SOUTH 34°50'44" WEST, 107.49 FEET; THENCE NORTH 55°09'16" WEST, 62.97 FEET; THENCE NORTH 88°56'36" WEST, 57.73 FEET; THENCE SOUTH 1°03'24" WEST, 35.00 FEET; THENCE NORTH 88°56'36" WEST, 265.00 FEET; THENCE SOUTH 1°03'24" WEST, 253.62 FEET; THENCE NORTH 88°56'36" WEST, 129.05 FEET; THENCE SOUTH 1°03'24" WEST, 205.77 FEET; THENCE SOUTH 88°56'36" EAST, 199.52 FEET; THENCE SOUTH 1°03'24" WEST, 110.00 FEET; THENCE SOUTH 88°56'36" EAST, 194.58 FEET TO THE BEGINNING OF A 66.00 FOOT RADIUS CURVE, CONCAVE EASTERLY AND HAVING A LONG CHORD OF 79.02 FEET, BEARING SOUTH 10°47'40" WEST; THENCE EASTERLY ON THE ARC OF SAID CURVE, 84.72 FEET; THENCE NORTH 88°56'36" WEST, 6.21 FEET; THENCE SOUTH 1°03'24" WEST, 130.00 FEET; THENCE SOUTH 88°56'36" EAST, 321.66 FEET; THENCE SOUTH 1°03'24" WEST, 179.42 FEET; THENCE SOUTH 88°56'36" EAST, 166.36 FEET; THENCE SOUTH 1°03'24" WEST, 620.00 FEET; THENCE SOUTH 88°56'36" EAST, 185.00 FEET; THENCE NORTH 1°03'24" EAST, 122.46 FEET; THENCE SOUTH 88°56'36" EAST, 15.78 FEET TO THE BEGINNING OF A 66.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY AND HAVING A LONG CHORD OF 49.33 FEET, BEARING SOUTH 34°01'23" EAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, 50.55 FEET TO THE BEGINNING OF A 13.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY AND HAVING A LONG CHORD OF 12.41 FEET, BEARING SOUTH 27°27'17" EAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, 12.94 FEET; THENCE SOUTH 1°03'24" WEST, 168.67 FEET TO A SOUTH LINE OF PARCEL A, PLAT OF SURVEY NO. 2531;

(THE FOLLOWING THREE COURSES ARE ON THE SOUTHERLY AND WESTERLY LINES OF PARCEL A, PLAT OF SURVEY NO. 2531)

THENCE NORTH 88°56'36" WEST, 313.70 FEET; THENCE NORTH 0°06'48" EAST, 667.60 FEET; THENCE NORTH 88°56'36" WEST, 626.99 FEET TO THE EAST RIGHT OF WAY OF DOWS ROAD.

(THE FOLLOWING THREE COURSES ARE ON THE EASTERLY RIGHT OF WAY LINES OF DOWS ROAD)

THENCE NORTH 0°50'17" EAST, 90.63 FEET; THENCE NORTH 25°39'07" WEST, 558.48 FEET; THENCE NORTH 0°25'06" EAST, 1315.95 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements means construction of buildings containing single family residential, commercial and multi-residential space to be constructed on the Development Property by the Developer, or others, in phases as in accordance with the adopted Dows Farm Governing Plan.

EXHIBIT B-1

SUBDIVISON IMPROVEMENTS

Subdivision Improvements means construction and installation of streets, all utilities and services, streetscapes and other improvements, to be completed in phases as in accordance with the adopted Dows Farm Governing Plan.

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EXHIBIT C

MEMORANDUM OF AGREEMENT

WHEREAS, LINN COUNTY, IOWA (the "County") and DOWS AGRI COMMUNITY DEVELOPMENT LLC, an Iowa limited liability company ("Developer") did on or about the _____ day of _______________, 2022, make, execute, and deliver a Purchase, Sale, and Development Agreement (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Linn County Urban Renewal Plan (the "Plan"), to acquire, develop, and operate certain real property located within the County and within the Linn County Urban Renewal Area (the "Development Property"), which Development Property is legally described as follows:

(The exact legal descriptions comprising the Development Property will be determined as abstracts of title for the portions of the property are updated, but it is expected to be substantially similar to the description above.)

WHEREAS, the term of the Agreement commences on the ____ day of ________________, 2022, and terminates on _________ 1, 2052, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the County and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement shall serve as notice to the public that the Agreement contains provisions respecting the sale of and development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the County Auditor, Cedar Rapids, Iowa.

IN WITNESS WHEREOF, the County and Developer have executed this Memorandum of Agreement on the ______ day of ___________________, 2022.

[Rest of page intentionally left blank; signature pages to follow]

(SEAL)

LINN COUNTY, IOWA

By: ________________________________
Ben Rogers, Chair

ATTEST:

By: ________________________________
JOEL MILLER, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this ________ day of ________________________, 2021, before me a Notary Public in and for said State, personally appeared BEN ROGERS and JOEL MILLER, to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of the Linn County, Iowa, a County existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

____
Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement – Linn County]

DOWS AGRI COMMUNITY DEVELOPMENT LLC,
an Iowa limited liability company

By: ______________________________
JOE AHMANN, Its Manager

STATE OF IOWA)
) SS
COUNTY OF ____________)

On this _______ day of _________________, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared JOE AHMANN to me personally known, who, being by me duly sworn, did say that he is the Manager of DOWS AGRI COMMUNITY DEVELOPMENT LLC, and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

____
Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement –_______, LLC]

EXHIBIT D
<u>CERTIFICATE OF COMPLETION</u>

WHEREAS, LINN COUNTY, IOWA ("County") and DOWS AGRI COMMUNITY DEVELOPMENT LLC ("Developer") did on or about the _____ day of ____________________, 2022, make, execute, and deliver a Purchase, Sale, and Development Agreement (the "Agreement"), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to acquire, develop, and maintain certain real property located within the County and as more particularly described as follows:

[insert legal description]

(collectively known as the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Subdivision Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Subdivision Improvements in a manner deemed by the County to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Subdivision Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The county recorder is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Subdivision Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Rest of page intentionally left blank; signature page to follow]

SEAL)

LINN COUNTY, IOWA

By: ________________________________

ATTEST:

By: ________________________________
___________________, County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

On this ________ day of ________________________, 20___, before me a Notary Public in and for said State, personally appeared _______________ and _______________, to me personally known, who being duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Linn County, Iowa, a County existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

____
Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – Linn County]

EXHIBIT E

ANNUAL CERTIFICATION

(due by October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

(i) all ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements have been assessed as follows:

Phase	First Full Assessment Date	First Full Assessment Value
____	January 1, 20_____	$_________________________

(iii) No tenants occupying the ______________ have relocated to the County from another part of Linn County (except from Marion or Cedar Rapids) or a contiguous county in violation of Iowa law and Section 6.9 of this Agreement, and the names of all current tenants at the Minimum Improvements are as follows (use additional pages if necessary):

____
____
____

(iv) the undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _________ day of _____________________, 20___.

DOWS AGRI COMMUNITY DEVELOPMENT LLC

By: ______________________________

Name: ______________________________

Title: ______________________________

Attachments: Proof of payment of taxes

<u>EXHIBIT F</u>
<u>FORM OF SPECIAL WARRANTY DEED</u>

For the consideration of One Dollar ($1.00) and other valuable consideration, the **Linn County, Iowa,** (“Grantor”) does hereby convey to **Dows Agri Community Development LLC**, an Iowa limited liability company, (“Grantee”) the following described real estate in Linn County, Iowa:

See Exhibit A attached hereto and made a part hereof.

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Purchase, Sale, and Development Agreement, executed by Linn County, Iowa, and Dows Agri Community Development LLC, dated ______________, 2021 (hereinafter the “Agreement”) which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the County Auditor of the Grantor. None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

This transfer is exempt under Iowa Code Chapter 428A.2.19

Grantor does hereby covenant with Grantee and successors in interest to warrant and defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

[Example Deed]

EXHIBIT G
RESTRICTION OF FARM PROPERTY USE

THIS DEED OF CONSERVATION EASEMENT ("Easement") is made this _____day of ____________, 20___, by and between __________________________ of (ADDRESS) (hereinafter together with (ITS/THEIR/HIS/HER) heirs, personal representatives, successors and assigns collectively referred to as "**Grantor**"), and the Linn County Soil and Water Conservation District (hereinafter together with its successors and assigns collectively referred to as "**Grantee**").

RECITALS:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in ____________ County, Iowa, which is _______ acres, more or less, and is more particularly described in Exhibit "A" attached hereto and made a part hereof ("the Property"), and that the Property is free and clear of all encumbrances and liens except the following:

; and,

WHEREAS, the Property has substantial value and potential for promoting sustainable agriculture, soil and water conservation, and open space in accordance with Iowa Code Sections 161A and 457A (collectively, the "Conservation Benefits"); and

WHEREAS, Grantee herein warrants and represents that it has the commitment and the resources to carry out, and will carry out, all of the duties and responsibilities of Grantee as detailed herein; and

WHEREAS, the specific Conservation Benefits of the Property on the effective date of this Conservation Easement are documented baseline photographs attached as **Exhibit B** ("Baseline Data"), dated ___________, 20____ a copy of which is on file with both Grantor and Grantee. Grantor and Grantee agree that the Baseline Data provide an accurate representation of the condition of the Property as of the effective date (hereinafter defined) of this Deed of Conservation Easement and is intended to serve as an objective informational baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, Grantor intends that the Conservation Benefits of the Property be preserved and maintained by the continuation of land use patterns existing at the time of this grant, including, without limitation, those relating to agricultural practices, that do not significantly impair or interfere with those Conservation Benefits and;

WHEREAS, development of the Property would contribute to the degradation of the scenic and agricultural character of the area; and

WHEREAS, Grantor further intends to convey to Grantee the right to preserve and protect the Conservation Benefits of the Property in perpetuity; and

WHEREAS, Grantee is a governmental subdivision of the state tasked with integrating the conservation of soil and water resources into the production of agricultural commodities to insure the long-term protection of the soil and water resources of the state of Iowa, and encouraging the development of farm management and agricultural practices that are consistent with the capability of the land to sustain agriculture; and

WHEREAS, Grantee agrees by accepting this Deed to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Benefits of the Property for the benefit of this generation and the generations to come;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys to Grantee a Conservation Easement on the Property as more fully described in this agreement.

Summary of Easement Provisions

1. Purpose. It is the purpose of this Easement to assure that the Property will be preserved forever as agricultural open space and to prevent any use of the Property that would significantly impair or interfere with its Conservation Benefits. The primary Conservation Benefit intended to be preserved hereby is the sustainable agricultural productivity of the Property through the long-term conservation of soil and water resources. To the extent that other Conservation Benefits may be preserved and maintained without impairment of the primary Benefit, including protecting the air, biodiversity, climate, and community using the best practices of the time, their protection shall also be considered purposes of this Easement. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purposes of this Easement.

2. Rights of Grantee. To accomplish the purposes of this Easement, the following rights are conveyed to Grantee:

(a) to preserve and protect in perpetuity the Conservation Benefits of the Property;

(b) to enter upon the Property at reasonable times to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) to prevent any activity on or use of the Property that is prohibited or otherwise inconsistent with the purposes of this Easement, and to require the restoration (to the condition immediately prior to the activity complained of) of such areas or features of the Property that may be damaged by any prohibited or otherwise inconsistent activity or use.

3. Permitted Uses. Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein, that are not inconsistent with the purposes of this Easement, and that do not have a significant adverse impact on the Conservation Benefits. Without limiting the generality of the foregoing, Grantor reserves the following rights, subject to any terms and conditions as may be stated herein, and subject further, to all requirements and restrictions under applicable laws, ordinances and regulations.

(a) Agricultural uses.

1. Agricultural uses shall mean the commercial production, processing, storage or retail marketing of crops, livestock, and livestock products. For purposes hereof, crops, livestock and livestock products include, but are not limited to:
    - i. crops commonly found in the community surrounding the Property;
    - ii. field crops, including corn, wheat, oats, rye, barley, hay, potatoes, herbs and dry beans;
    - iii. fruits, including apples, peaches, grapes, cherries, nuts and berries;
    - iv. vegetables, including lettuce, tomatoes, snap beans, cabbage, carrots, beets, onions, mushrooms, and soybeans;
    - v. horticultural specialties, including seeds, nursery stock, ornamental shrubs, ornamental trees, Christmas trees and flowers;
    - vi. livestock and livestock products, including dairy cattle, beef cattle, sheep, swine, goats, poultry, fur bearing animals, milk and other dairy products, eggs and furs;
    - vii. timber, wood, and other wood products derived from trees;
    - viii. aquatic plants and animals and their byproducts,
    - ix. breeding and raising of bees, breeding, raising, pasturing, and grazing livestock of every nature and description; breeding and raising poultry;
    - x. planting, raising, harvesting, and producing agricultural and horticultural crops of every nature and description; and
    - xi. such other uses that are primarily adapted for agricultural purposes, including but not limited to fences, driveways, parking areas, utilities, farm houses, garages for farm equipment, barns, pergolas, irrigation pipes, wind or solar generating equipment, kitchen and patios. Notwithstanding the foregoing, the storage of goods, vehicles and equipment not associated

with farming on the Farm Property is not allowed.

(b) Enrollment and participation in programs offered by the United States Department of Agriculture or state and local governments;

(c) Maintenance of existing roadways;

(d) Harvesting wild fruit, nuts, and mushrooms;

(e) Camping, picnicking and campfires;

(f) Bird-watching and wildlife observation;

(g) Collection of fallen deadwood or fallen wood for firewood;

(h) Ecological restoration of woodland, oak savanna or native prairies, with a plan approved in advance by Grantee;

(i) Hiking and cross-country skiing;

(j) Use of motorized vehicles that does not allow for soil erosion.

4. Prohibited Uses. Any activity on or use of the Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction, erection or placement of any permanent building or structure, except as permitted by the Grantee or as expressly identified under Section 3;

(b) Commercial or industrial activities, except for those primarily adapted for agriculture;

(c) Establishment of any livestock feed lot or animal confinement operation unless approved by Grantee;

(d) Dumping of ashes, trash, rubbish, garbage, offal, or any other unsightly or offensive materials;

(e) Any exploitation of mineral resources, by either subsurface or surface means;

(f) Alteration of the topography of the Property or its drainage systems, except for purposes of erosion control, drainage tile repair, enhancement of wetland and pond values, public safety considerations, or for purposes protective of the natural integrity of the Property;

(g) Installation of utility structures or lines, except as expressly permitted in Paragraph 3 or with the prior approval of Grantee;

(h) Construction or enlargement of any developed roads or parking lots not primarily adapted for agricultural purposes except as permitted by the Grantee;

(i) Subdivision or de facto subdivision of the Property;

5. Annual Plan. Grantor shall develop an annual plan for the agricultural property subject to this easement (hereinafter referred to as "Farm Property"), detailing the activities to be undertaken on the Farm Property during the calendar year. The annual plan must receive approval from the Grantee.

6. Approval; Discretionary Consent. In the event that Grantor desires to undertake activities not explicitly permitted by Paragraph 3, and not prohibited by the provisions of Paragraph 4, or activities with respect to which Grantee's approval is specifically required by the provisions of Paragraph 3 or Paragraph 4, Grantor shall request such approval from Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake such activity. The request shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. Grantee shall grant or withhold its approval in writing within thirty (30) days of receipt of Grantor's written request therefore. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. Should Grantee fail to respond to Grantor's notice within the said 30-day response period, Grantee shall be deemed to have denied the proposed activity.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement, or that a violation is threatened, Grantee may give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the Property so injured at the Grantor's sole expense. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled, including reasonable attorneys' fees, for violation of the terms of this Easement or injury to any Conservation Benefit protected by this Easement, and/or to require the restoration of the Property to the condition that existed immediately prior to such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Benefits of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate, and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Enforcement shall be at the discretion of the Grantee, and Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7.1 Third Party Enforcement. Grantee shall have the right, but not the obligation, to pursue all legal and equitable remedies provided under paragraph 7 against any third party responsible for any violation of the terms of this Easement and Grantor shall, at Grantee's option, assign their right of action against such third party to Grantee, join Grantee in any suit or action against such third party, or appoint Grantee their attorney in fact for the purpose of pursuing an enforcement suit or action against such third party.

7.2 Costs of Enforcement. In connection with any act to enforce the terms of this Easement, Grantor and Grantee shall each be responsible for their respective costs of enforcement and other costs and expenses, including, without limitation, reasonable attorneys' fees, unless (i) Grantor admits fault, (ii) a court of competent jurisdiction determines that Grantor is at fault, or (iii) a circumstance as contemplated in paragraph 7 applies, in which case Grantor agrees to reimburse Grantee for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the contested matter.

7.3 Forbearance is Not a Waiver. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term on any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7.4 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

7.5 Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, trespass, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from any such cause.

7.6 Mediation. If a dispute arises between Grantor and Grantee concerning the consistency of any proposed use or activity with this Easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either Party may propose mediation by written request delivered to the other. Such request will not impact Grantee's ability to seek injunctive relief. If both Parties agree in writing to mediation, then, within thirty (30) days after receipt of the request, the Parties shall select a single impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

> **(1) Purpose—**The purpose of the mediation is to (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the Parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of this Easement.
>
> **(2) Participation—**The mediator may meet with the Parties and their counsel jointly or ex parte. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Party representatives with settlement authority will attend mediation sessions as requested by the mediator.
>
> **(3) Confidentiality—**All information presented to the mediator shall be deemed confidential unless otherwise required by Iowa law and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party. No statements made in or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a Party unless otherwise required by Iowa law. The settlement agreement or similar document to which the Parties agree in the context of the mediation may also be disclosed.
>
> **(4) Time Period—**Neither Party shall be obligated to continue the mediation beyond two (2) days from the date of selection or appointment of a mediator nor if the mediator finds no reasonable likelihood that continuing mediation will result in mutually agreeable resolution of the dispute.
>
> **(5) Costs—**Unless otherwise agreed at the time, the cost of the mediator shall be borne equally by Grantor and Grantee; the Parties shall bear their own expenses, including attorney fees, individually.

8. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

9. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

9.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantee is authorized but in no event obligated to make or advance any payment of Taxes, upon three (3) days' prior written notice to Grantor, in accordance with any bill, statement, or estimate procured by the appropriate authority, without inquiry into the validity of the Taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of (i)the prime rate of interest from time to time charged by Wells Fargo N.A. or (ii) the maximum allowed by law.

10. Hold Harmless. To the extent allowable pursuant to Iowa Code Chapter 670, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys fees, arising from or in any way connected with: (a) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter relating to or occurring on or about the Property, regardless of cause, unless due solely to negligence of any of the Indemnified Parties; (b) Grantor's obligations specified in this Easement; and (c) the existence or administration of this Easement.

11. Extinguishment. If circumstances arise in the future such as to render the purposes of this Easement impossible or impractical to accomplish, this Easement may only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Grantee's inability to perform to its fullest extent under the terms of this Easement due to the failure of adequate funding in an enforcement fund accessible to Grantee shall constitute a circumstance of impracticability.

12. Condemnation. If all or any of the Property shall be taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting from the taking or in lieu purchase. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered

13. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an entity that is authorized to acquire and hold conservation easements under Section 457A of the Code of Iowa (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance, continue to be observed. Grantee shall require the approval of Grantor before transferring the easement.

14. Subsequent Transfers.

14.1 Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

14.2 Grantor shall require the approval of Grantee before divesting itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

15. Estoppel Certificates. Upon request by Grantor, Grantee shall, within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

16. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors:

To Grantee:

Or to such other address as a party may designate by written notice to the other.

17. Effective Date. Grantor and Grantee intend that the restrictions arising hereunder take effect on the day and year this Conservation Easement is recorded in the official records of ________ County, Iowa, after all required signatures have been affixed hereto. This Easement shall be recorded in a timely fashion. Grantee may re-record this instrument or record any other instrument at any time as may be required to preserve its rights in this Easement.

18. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Iowa.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the purposes of this Easement and the policy and purposes of Chapters 161A and 457A of the Code of Iowa. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render that provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this

Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 19.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

(g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Easement shall terminate upon transfer of that party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

19. Amendments. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free jointly to amend this Easement; provided that no amendment shall be allowed that would affect the qualification of this Easement or the status of Grantee under any applicable laws, including Chapters 161A and 457A of the Code of Iowa. ~~A~~ny amendment shall be consistent with the purpose of this Easement and shall not affect its perpetual duration. Any such amendment shall be signed by Grantor and Grantee or their representatives and recorded in the official records of Linn County, Iowa.

20. Environmental Compliance.

(a) Remediation. If, at any time, there occurs or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefore.

(b) Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an owner or operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation, and Liability act of 1980, as amended (hereinafter referred to as "CERCLA"), and any corresponding state statutory laws.

STANLEYCONSULTANTS, Inc
2658 Crosspark Road › Suite 100 › Coralville, IA 52241
319.259.6658 › stanleyconsultants.com

April 29, 2022

Charlie Nichols
Planning Director
Linn County
935 2nd Street SW
Cedar Rapids, IA 52404

SUBJECT: Duane Arnold I and Duane Arnold II Solar Development Submittals Review

Dear Charlie:

Scope of Services

Stanley Consultants is pleased to present the following cost estimate for the review of the submittals requested below from the developer pursing the development of a utility scale solar development within Linn County. This cost estimate includes only the submittals review listed below for the Duane Arnold Solar I and Duane Arnold Solar II projects. Stanley will review these studies for completeness, an adherence to industry standards for typical studies and review the conclusions of these studies are logical and based on supporting documentation within the provided reports.

Schedule

Stanley Consultants can begin review immediately upon receipt of the notice to proceed. Review of the Duane Arnold Solar Projects application documents will be completed within 10 business days following receipt of all required information.

Estimated Costs

Item	Duane Arnold I & II Sites
Decommissioning Plan	$3,700
Glare Study*	$3,100
Sound Study*	$3,300
Total	**$10,100**

*work being performed by a subconsultant to Stanley Consultants.

We propose to complete this work on a time & material basis not to exceed $10,100 in accordance with our Standard Terms and Conditions (attached). Please sign below if you would like us to proceed with this work. If you issue a purchase order, please reference this letter and its terms. Any terms and conditions printed on your purchase order will not apply to this contract.

We appreciate the opportunity to continue to provide you with these services for this new project in Linn County. Please contact me at 319/259.6603 if you have questions or need additional information.

Sincerely,

Melissa Tiedemann

Melissa Edsill Tiedemann, AICP
Business Development Manager
Stanley Consultants, Inc.

Attachments: Standard Terms & Conditions

Authorization-to-Proceed

Name

1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 **Termination.**

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after substantial default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable to expenses, shall constitute total compensation due.

4.2 **Reuse of Documents.**

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 **Confidentiality.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or governmental authority. CLIENT and CONSULTANT shall keep all information and communications related to the project confidential in the same manner each party protects its own confidential information, to the extent that it is marked “proprietary” or “confidential or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order.

4.3 **Payment.**

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by Iowa law, excluding its choice of law rules.

4.5 **Successors and Assigns.**

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

4.9 **Warranty.**

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.10 **Period of Repose.** Any applicable statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees, and agents from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

4.12 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTEES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED $50,000.00 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. CONSULTANT SHALL NOT BE LIABLE FOR ANY CONSENQUENTIAL OR INDIRECT DAMAGES THAT ARISE OUT OF ITS PERFORMANCE ON THIS PROJECT.
BY ENTERING INTO THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY CLAUSE HAS BEEN REVIEWED, UNDERSTOOD, IS A MATERIAL PART OF THIS AGREEMENT, AND EACH PARTY HAS HAD THE OPPORTUNITY TO SEEK LEGAL ADVICE REGARDING THIS PROVISION.

4.13 **Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.14 **INSURANCE**. CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:
(a) Workers' Compensation: workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of $1,000,000 per accident.
(b) Commercial General Liability: commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual liability. Coverage shall have limits of not less than $1,000,000 for each occurrence and aggregate.
(c) Commercial Automobile Liability: commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of $1,000,000.
(d) Professional Liability: professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable, with a minimum limit of $1,000,000, to be kept in force for two (2) years after completion of project.
CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CLIENT as additional insured.
(e) Cyber Liability: Data Breach and Privacy/Cyber Liability Insurance in a limit of not less than $1,000,000 per occurrence.

4.15 **Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

4.16 **Force Majeure.** Parties will not be liable for delays in delivery or for failure to perform obligations, other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war.

CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any services, in whole or in part, without liability by giving notice to CLIENT.

4.17 **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

4.18 PREEXISTING CONDITIONS. CLIENT hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any Hazardous Substances at or related to the Project site or in connection with or related to this Agreement. The compensation to be paid CONSULTANT for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence or willful misconduct of CONSULTANT. Nothing contained within this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of a generator, arranger, transporter or as a storage, treatment or disposal facility as those terms appear within applicable Law.

RESOLUTION NO. 2022 – 5 –

A RESOLUTION GRANTING FINAL APPROVAL AND CONFIRMING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED TOTAL COST FOR THE PRIORITY #3 LINN COUNTY FACILITIES DERECHO REPAIRS PROJECT

WHEREAS, the Linn County, Iowa Board of Supervisors (the "Board") previously approved, in preliminary form, the proposed plans, specifications, form of contract, and estimated total project cost (the "Contract Documents") prepared by Martin Gardner Architecture (the "Project Architect") for the Priority #3 Linn County Facilities Derecho Repairs Project (the "Project"); and,

WHEREAS, Linn County published a Notice of Public Hearing on the Contract Documents in accordance with Iowa Code Section 331.305 and Iowa Code Chapter 26; and,

WHEREAS, the Board conducted a public hearing on the Contract Documents on May 9, 2022 in accordance with the published Notice of Public Hearing.

BE IT THEREFORE RESOLVED that the Board hereby grants final approval to the Contract Documents referred to in this Resolution, and confirms the prior Board action granting preliminary approval to the Contract Documents, and finding the Project necessary and desirable.

PASSED AND APPROVED this 9th day of May, 2022.

LINN COUNTY BOARD OF SUPERVISORS

____
Ben Rogers, Chair

____
Louis J. Zumbach, Vice Chair

____
Stacey Walker, Supervisor Aye: _____ Nay: _____ Abstain: _____

ATTEST:

____
Joel Miller, Linn County Auditor