

BOARD OF SUPERVISORSDistrict 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

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, March 17, 2021

11 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Pledge of Allegiance****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

Consent Agenda

Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Approve and authorize Chair to sign a Vacancy Form requesting a part time Supervisor at Juvenile Detention & Diversion Services.

Approve and authorize Chair to sign a Vacancy Form requesting a Clerical Specialist for Public Health

Statement of Election Costs – Marion Independent School District and Alburnett Community School District

Reports

Approve Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of February 2021.

Resolutions

Resolution to award bid for a culvert and grading project on E Ave NW from Linn-Benton Road to Hwy 100 and on Linn-Benton Road from 71st Street to E Ave NW to Rathje Construction Co. in the amount of \$1,369,862.35 and authorize Bradley J. Ketels, County Engineer, to sign contract and associated documents.

Resolution to establish bridge weight restrictions and authorize the Linn County Engineer to erect and maintain appropriate signs.

Contract and Agreements

Authorize Chair to sign Purchase Agreement, Quit Claim Deed, Storm Sewer and Drainage Easement, Temporary Construction and Grading Easement, Real Estate Closing Statements and other acknowledgement documents relating to Parcel A & B Plat of Survey 253 of E Avenue NW adjacent to Morgan Creek Park.

Approve and authorize Chair to sign a Memorandum of Understanding (MOU) between Linn County and the Mental Health/Disability Services of the East Central Region (ECR) effective February 8, 2021 through June 30, 2021 for an amount no greater than \$9,000.

Approve and authorize Chair to sign a task order with Tidal Basin for services to assist with FEMA claim as it pertains to funding for Covid reimbursements under the Public Assistance program not to exceed \$369,000.

Approve and authorize Chair to sign an Application to "Adopt-A-Roadside" for Indian Creek Property Management to adopt the west side of Sutton Road from Hutchinson Road south for 1,135'.

Approve and authorize Chair to sign a professional services Agreement between Linn County and Martin Gardner Architecture, PC for derecho-related evaluations, assessments, and damage reports on Linn County-owned properties at hourly billing rates for services as set forth in the Agreement

Approve and authorize Chair to sign a partial acquisition contract between Linn County, Iowa and Lee C. Lewis, in the amount of \$500.00, for right of way acquired in connection with Linn County's project No. LOST-BEAR CREEK RD(22), parcel No. 2.

Approve and authorize Chair to sign a partial acquisition contract between Linn County, Iowa and Lee C. Lewis, in the amount of \$500.00, for right of way acquired in connection with Linn County's project No. LOST-BEAR CREEK RD(22), parcel No. 3.

Approve and authorize Chair to sign a partial acquisition contract between Linn County, Iowa and John Ortmann, in the amount of \$1,799.07, for right of way acquired in connection with Linn County's project No. LOST-BEAR CREEK RD(22), parcel No. 4.

Approve and authorize Chair to sign a partial acquisition contract between Linn County, Iowa and John Ortmann, in the amount of \$4,126.12, for right of way acquired in connection with Linn County's project No. LOST-BEAR CREEK RD(22), parcel No. 5.

Approve and authorize Chair to sign a partial acquisition contract between Linn County, Iowa and John Ortmann, in the amount of \$3,269.94, for right of way acquired in connection with Linn County's project No. LOST-BEAR CREEK RD(22), parcel No. 6.

Approve and authorize Chair to sign a partial acquisition contract between Linn County, Iowa and John Ortmann, in the amount of \$4,296.24, for right of way acquired in connection with Linn County's project No. LOST-BEAR CREEK RD(22), parcel No. 7.

Approve and authorize Chair to sign a partial acquisition contract between Linn County, Iowa and Scott G. Byers, Craig M. Byers and David C. Byers, in the amount of \$1,827.80, for right of way acquired in connection with Linn County's project No. LOST-BEAR CREEK RD(22), parcel No. 8.

Approve and authorize Chair to sign an updated renewal quote with Siteimprove for \$14,434 to add Analytics to the existing contract.

Approve purchase order #PO65 to purchase a motor grader from Martin Equipment of Iowa in the amount of \$334,655.52 for the Secondary Road Department.

Licenses & Permits

Approve Liquor License for Casey's General Store #2788, 888 Vernon Valley Dr. SE, Cedar Rapids, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Proclamation: March for Meals on Wheels Week-March 22-26, 2021

Update on Linn County's response to COVID-19

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.

Board Member Reports

Legislative Update

Correspondence

Appointments

Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

- 1) Conference call—telephone number 1-800-945-0974, access code 501116
- 2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

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@linncounty.org.

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Part-time JDDS Supervisor

DEPARTMENT: JDDS

SHIFT/HOURS: Sunday & Monday 2-11pm, Wednesday 2-7pm

VACANCY DATE: 3/9/21

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☒ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):

The position has been approved for FY22, the JDDS budget will absorb the cost of beginning the position as soon as possible.

POST TO INSIDE: ☐ YES ☒ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): This is a management position so no posting is necessary.

POSITION TYPE:

☐ FULL-TIME ☒ PART-TIME 23 # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

☐ BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☒ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature]
DEPARTMENT HEAD (original signature required)

3-8-21

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: [Signature]
HUMAN RESOURCES DIRECTOR

3-8-21

DATE

APPROVED BY: Dawn Jindrich
FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

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VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Clerical Specialist

DEPARTMENT: Public Health

SHIFT/HOURS: 8:00 am - 4:30 pm

VACANCY DATE: ASAP

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

NEW POSITION FUNDING SOURCE(S):

☐ BUDGET OFFER

Existing department funding for FY22. Use enterprise funding for remainder of FY21.

☐ GRANT FUNDING

☐ OTHER: _____

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

☒ FULL-TIME ☐ PART-TIME _____ # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

☒ BARGAINING UNIT: ☒ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: _____

DEPARTMENT HEAD (original signature required)

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____

STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: _____

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: _____

Dawn Jindrich
FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
RECEIPTS AND DISBURSEMENTS
MONTH OF FEBRUARY 2021



FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,334,843.00		\$ 3,867,415.10		\$ 3,867,415.10	\$ 3,334,843.00
USE TAX	\$ 2,723,115.36		\$ 2,486,568.79		\$ 2,486,568.79	\$ 2,723,115.36
SURCHARGE	\$ 24,560.00		\$ 21,865.00		\$ 21,865.00	\$ 24,560.00
AMATEUR RADIO	\$ 116.00		\$ 75.00		\$ 75.00	\$ 116.00
BLACK OUT	\$ 31,789.00		\$ 31,719.00		\$ 31,719.00	\$ 31,789.00
BREAST CANCER	\$ 55.00		\$ 40.00		\$ 40.00	\$ 55.00
BRONZE STAR	\$ 30.00		\$ 35.00		\$ 35.00	\$ 30.00
CATTLEMAN	\$ 105.00		\$ 150.00		\$ 150.00	\$ 105.00
CHOOSE LIFE	\$ 10.00		\$ 45.00		\$ 45.00	\$ 10.00
ISU	\$ 295.00		\$ 460.00		\$ 460.00	\$ 295.00
U OF I	\$ 1,042.00		\$ 1,371.00		\$ 1,371.00	\$ 1,042.00
UNI	\$ 243.00		\$ 120.00		\$ 120.00	\$ 243.00
OTHER COLLEGE PL	\$ 276.00		\$ 285.00		\$ 285.00	\$ 276.00
PERS PLATE	\$ 2,078.00		\$ 2,287.00		\$ 2,287.00	\$ 2,078.00
DECAL	\$ 5.00		\$ -		\$ -	\$ 5.00
DUCKS UNLTD	\$ 25.00		\$ 20.00		\$ 20.00	\$ 25.00
EDUCATION	\$ 45.00		\$ 20.00		\$ 20.00	\$ 45.00
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 4,047.95		\$ 2,952.00		\$ 2,952.00	\$ 4,047.95
FALLEN OFFICER	\$ 70.00		\$ 90.00		\$ 90.00	\$ 70.00
FIREFIGHTER	\$ -		\$ 100.00		\$ 100.00	\$ -
FLY OUR COLORS	\$ 10.00		\$ 120.00		\$ 120.00	\$ 10.00
GOD BLESS	\$ 105.00		\$ 90.00		\$ 90.00	\$ 105.00
GOLD STAR FAMILY	\$ -		\$ -		\$ -	\$ -
HERITAGE	\$ 20.00		\$ -		\$ -	\$ 20.00
IOWA AG LITERACY	\$ -		\$ -		\$ -	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 10.00		\$ 35.00		\$ 35.00	\$ 10.00
MCYCLE RIDER	\$ 10.00		\$ 45.00		\$ 45.00	\$ 10.00
NAT'L GUARD	\$ -		\$ 10.00		\$ 10.00	\$ -
DNR	\$ 4,235.00		\$ 3,470.00		\$ 3,470.00	\$ 4,235.00
ORGAN DONOR	\$ 40.00		\$ 145.00		\$ 145.00	\$ 40.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 15.00		\$ 15.00		\$ 15.00	\$ 15.00

PURPLE HEART	\$ 35.00		\$ 25.00		\$ 25.00	\$ 35.00
PWD	\$ 5.00		\$ -		\$ -	\$ 5.00
USAF AIRFORCE	\$ 10.00		\$ 15.00		\$ 15.00	\$ 10.00
USAF ARMY	\$ 15.00		\$ 25.00		\$ 25.00	\$ 15.00
USAF COAST GUARD	\$ -		\$ -		\$ -	\$ -
USAF MARINES	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
USAF NAVY	\$ 20.00		\$ 50.00		\$ 50.00	\$ 20.00
SHARE THE ROAD	\$ 145.00		\$ 105.00		\$ 105.00	\$ 145.00
SHRINERS	\$ -		\$ 5.00		\$ 5.00	\$ -
SILVER STAR	\$ 5.00		\$ 5.00		\$ 5.00	\$ 5.00
VETERANS	\$ 255.00		\$ 345.00		\$ 345.00	\$ 255.00
VETS CROSS/MEDAL	\$ -		\$ 5.00		\$ 5.00	\$ -
ANATOMICAL FEES	\$ 645.26		\$ 447.50		\$ 447.50	\$ 645.26
ADMIN FEES	\$ 15.00		\$ -		\$ -	\$ 15.00
MAIL PROCESSING	\$ 27,052.50		\$ 28,755.00		\$ 28,755.00	\$ 27,052.50
NSF FEES	\$ 165.00		\$ 450.00		\$ 450.00	\$ 165.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 6,155,568.07	\$ -	\$ 6,449,785.39	\$ -	\$ 6,318,785.39	\$ 6,024,568.07

LINN COUNTY TREASURER

Sharon Springer, Deputy

January 31, 2020

RESOLUTION # _____

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the LOST-E AVE NW(21), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as culvert and grading project on E Ave NW from Linn-Benton Road to Highway 100 and on Linn-Benton Road from 71st Street to E Ave NW; and

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by Board to accept the bid from Rathje Construction Co. in the amount of \$1,369,862.35 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Brad Ketels, P.E. Linn County Engineer, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let on Tuesday, March 9, 2021.

Dated at Cedar Rapids, Iowa, this 17th day of March, 2021.

Board of Supervisors of Linn County, Iowa

ATTEST:

By _____

County Auditor

SEAL

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD, MARION, IOWA 52302

LOST-E AVE NW(21) Bid Tabulation
Linn County
Work Type: Culvert & Grading
Letting Date: 3/9/2021 11:00 AM

Bid Withdrawn 3/11/21
Apparent Low Bid Next Low Bid

				Engineer's Estimate		JB HOLLAND CONSTRUCTION, INC. 2092 HIGHWAY 9 WEST		RATHJE CONSTRUCTION CO. 305 44TH STREET MARION, IA 52302-0000		PETERSON CONTRACTORS 104 BLACKHAWK REINBECK, IA 50669		BOOMERANG CORP. 13225 Circle Drive Suite A ANAMOSA, IA 52205		MOYNA, C.J. & SONS, LLC. 24412 HIGHWAY 13 ELKADER, IA 52043-0000		
	Item Number	Description	Units	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	2101-0850002	CLEARING AND GRUBBING	UNIT	200	\$30.00	\$6,000.00	\$35.00	\$7,000.00	\$50.00	\$10,000.00	\$17.50	\$3,500.00	\$40.00	\$8,000.00	\$15.00	\$3,000.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	40,000.0	\$7.00	\$280,000.00	\$7.10	\$284,000.00	\$5.00	\$200,000.00	\$6.50	\$260,000.00	\$10.50	\$420,000.00	\$7.60	\$304,000.00
3	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	7,000.0	\$6.00	\$42,000.00	\$4.75	\$33,250.00	\$7.00	\$49,000.00	\$4.50	\$31,500.00	\$5.00	\$35,000.00	\$9.20	\$64,400.00
4	2210-0475105	CHOKE STONE BASE	TON	18,500.0	\$16.00	\$296,000.00	\$17.10	\$316,350.00	\$18.60	\$344,100.00	\$15.75	\$291,375.00	\$17.00	\$314,500.00	\$16.80	\$310,800.00
5	2115-0100000	MODIFIED SUBBASE	CY	15,250.0	\$16.00	\$244,000.00	\$16.00	\$244,000.00	\$31.25	\$476,562.50	\$30.50	\$465,125.00	\$30.00	\$457,500.00	\$31.50	\$480,375.00
6	2402-0425031	GRANULAR BACKFILL	TON	5,140.0	\$20.00	\$102,800.00	\$19.00	\$97,660.00	\$0.10	\$514.00	\$18.75	\$96,375.00	\$22.00	\$113,080.00	\$23.50	\$120,790.00
7	2402-2720100	EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	CY	3,260.0	\$13.00	\$42,380.00	\$14.75	\$48,085.00	\$1.00	\$3,260.00	\$7.00	\$22,820.00	\$1.00	\$3,260.00	\$9.00	\$29,340.00
8	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	3.2	\$300.00	\$960.00	\$1,000.00	\$3,200.00	\$750.00	\$2,400.00	\$735.00	\$2,352.00	\$235.00	\$752.00	\$1,260.00	\$4,032.00
9	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	320	\$1.50	\$480.00	\$3.00	\$960.00	\$5.00	\$1,600.00	\$10.00	\$3,200.00	\$1.80	\$576.00	\$3.50	\$1,120.00
10	2414-6425420	CONCRETE BARRIER, PARAPET	LF	13.0	\$90.00	\$1,170.00	\$70.00	\$910.00	\$50.00	\$650.00	\$50.50	\$656.50	\$100.00	\$1,300.00	\$60.00	\$780.00
11	2415-2110506	PRECAST CONCRETE BOX CULVERT, 5 FT. X 6 FT.	LF	68.0	\$625.00	\$42,500.00	\$635.00	\$43,180.00	\$815.00	\$55,420.00	\$575.00	\$39,100.00	\$980.00	\$66,640.00	\$652.00	\$44,336.00
12	2416-1180024	CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.	LF	470	\$90.00	\$42,300.00	\$49.00	\$23,030.00	\$82.00	\$38,540.00	\$56.25	\$26,437.50	\$60.00	\$28,200.00	\$81.00	\$38,070.00
13	2416-1180036	CULVERT, CONCRETE ROADWAY PIPE, 36 IN. DIA.	LF	238	\$120.00	\$28,560.00	\$79.00	\$18,802.00	\$135.00	\$32,130.00	\$96.00	\$22,848.00	\$86.00	\$20,468.00	\$110.00	\$26,180.00
14	2416-1180048	CULVERT, CONCRETE ROADWAY PIPE, 48 IN. DIA.	LF	126	\$175.00	\$22,050.00	\$123.00	\$15,498.00	\$180.00	\$22,680.00	\$148.50	\$18,711.00	\$150.00	\$18,900.00	\$151.00	\$19,026.00
15	2416-1200248	CULVERT, LOW CLEARANCE CONCRETE ROADWAY PIPE, EQUIVALENT DIAMETER 48 IN.	LF	60	\$185.00	\$11,100.00	\$173.00	\$10,380.00	\$225.00	\$13,500.00	\$170.00	\$10,200.00	\$220.00	\$13,200.00	\$87.50	\$5,250.00
16	2507-6800061	REVTMENT, CLASS E	TON	30.0	\$30.00	\$900.00	\$45.00	\$1,350.00	\$50.00	\$1,500.00	\$42.00	\$1,260.00	\$70.00	\$2,100.00	\$80.00	\$2,400.00
17	2510-6745850	REMOVAL OF PAVEMENT	SY	750.0	\$8.00	\$6,000.00	\$2.35	\$1,762.50	\$2.50	\$1,875.00	\$6.00	\$4,500.00	\$8.00	\$6,000.00	\$14.00	\$10,500.00
18	2518-6910000	SAFETY CLOSURE	EACH	9	\$200.00	\$1,800.00	\$100.00	\$900.00	\$250.00	\$2,250.00	\$100.00	\$900.00	\$100.00	\$900.00	\$100.00	\$900.00
19	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$7,000.00	\$7,000.00	\$8,875.00	\$8,875.00	\$4,750.00	\$4,750.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00	\$14,000.00	\$14,000.00
20	2528-8445113	FLAGGERS	EACH	10	\$450.00	\$4,500.00	\$515.00	\$5,150.00	\$300.00	\$3,000.00	\$605.00	\$6,050.00	\$450.00	\$4,500.00	\$600.00	\$6,000.00
21	2533-4980005	MOBILIZATION	LS	1.00	\$20,000.00	\$20,000.00	\$44,500.00	\$44,500.00	\$5,500.00	\$5,500.00	\$25,000.00	\$25,000.00	\$82,158.72	\$82,158.72	\$175,000.00	\$175,000.00
22	2554-0212020	VALVE BOX EXTENSION	EACH	32	\$550.00	\$17,600.00	\$325.00	\$10,400.00	\$750.00	\$24,000.00	\$500.00	\$16,000.00	\$300.00	\$9,600.00	\$600.00	\$19,200.00
23	2554-0214000	FIRE HYDRANT ADJUSTMENT	EACH	5	\$2,000.00	\$10,000.00	\$975.00	\$4,875.00	\$2,600.00	\$13,000.00	\$900.00	\$4,500.00	\$900.00	\$4,500.00	\$4,350.00	\$21,750.00
24	2599-9999014	RIGID FOAM INSULATION	SF	3,500	\$3.50	\$12,250.00	\$3.00	\$10,500.00	\$4.00	\$14,000.00	\$2.75	\$9,625.00	\$6.00	\$21,000.00	\$3.75	\$13,125.00
25	2601-2634100	MULCHING	ACRE	14.0	\$800.00	\$11,200.00	\$750.00	\$10,500.00	\$750.00	\$10,500.00	\$750.00	\$10,500.00	\$800.00	\$11,200.00	\$750.00	\$10,500.00
26	2601-2636043	SEEDING AND FERTILIZING (RURAL)	ACRE	14.0	\$800.00	\$11,200.00	\$350.00	\$4,900.00	\$600.00	\$8,400.00	\$600.00	\$8,400.00	\$350.00	\$4,900.00	\$350.00	\$4,900.00
27	2602-0000020	SILT FENCE	LF	210.0	\$1.50	\$315.00	\$1.40	\$294.00	\$5.00	\$1,050.00	\$5.00	\$1,050.00	\$1.50	\$315.00	\$1.40	\$294.00
28	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	210.0	\$1.00	\$210.00	\$0.05	\$10.50	\$0.01	\$2.10	\$0.01	\$2.10	\$0.50	\$105.00	\$0.05	\$10.50
29	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	16,675.0	\$1.50	\$25,012.50	\$1.40	\$23,345.00	\$1.45	\$24,178.75	\$1.45	\$24,178.75	\$1.50	\$25,012.50	\$1.40	\$23,345.00
30	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	11	\$500.00	\$5,500.00	\$400.00	\$4,400.00	\$500.00	\$5,500.00	\$500.00	\$5,500.00	\$420.00	\$4,620.00	\$400.00	\$4,400.00
Contract Totals					\$1,295,787.50		\$1,278,067.00		\$1,369,862.35		\$1,419,665.85		\$1,685,287.22		\$1,757,823.50	
Percent of Estimate					100.00%		98.63%		105.72%		109.56%		130.06%		135.66%	

*Approved 3/11/21

VOID
3/10/2021

Prepared by & Return to: Linn County Secondary Road Department, 1888 County Home Road, Marion, IA 52302 (319) 892-6400

RESOLUTION # _____

ESTABLISH BRIDGE WEIGHT RESTRICTIONS

WHEREAS, the Office of the Linn County Engineer has conducted a field inspection of the bridges on the Secondary Road System in Linn County per State and Federal guidelines, and

WHEREAS, an analysis and rating of each bridge on the attached list has been performed establishing a safe load capacity and width restriction required, and

WHEREAS, proper signing in accordance with prescribed methods help to protect the traveling public and is authorized under Chapter 321 of the Code of Iowa, and

WHEREAS, this resolution supersedes any previous resolutions pertaining to load limits or width restriction for the structures on the attached list.

NOW, THEREFORE, BE IT RESOLVED by the Linn County Board of Supervisors, meeting in lawful session this day, that the Linn County Engineer be authorized to provide, erect and maintain appropriate signs to establish the safe load capacity and/or width restriction for the structures on the attached list, which is made a part of this resolution, and that this posting is legal and enforceable under the provisions of the Code of Iowa.

Recommended for approval: _____

Brad Ketels, P.E., Linn County Engineer

Moved by Supervisor _____ Seconded by Supervisor _____ that the above resolution be adopted this _ day of _____, 2021 at Cedar Rapids, Iowa by a vote of _____ aye _____ nay and _____ abstain.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

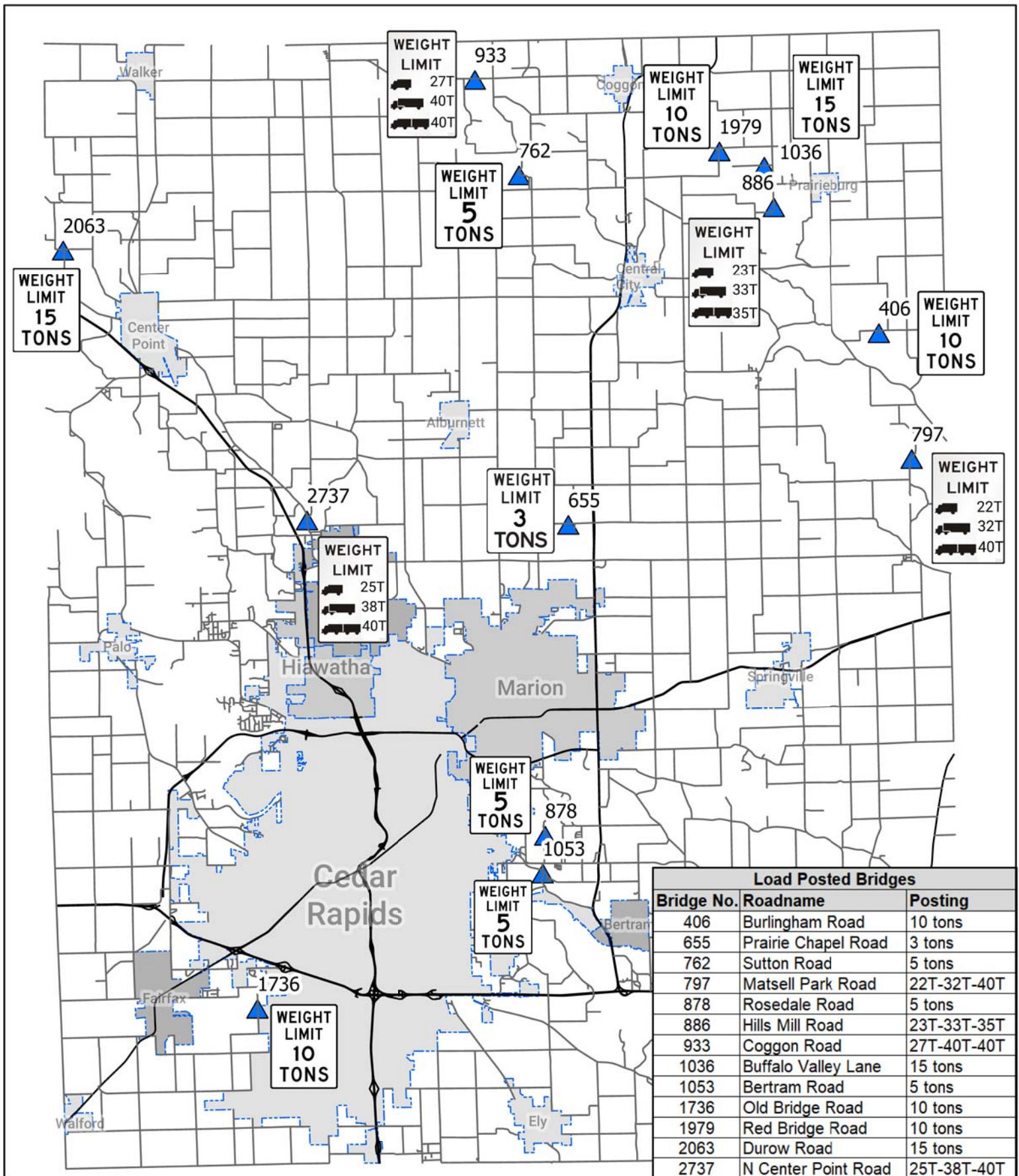
ATTEST:

Linn County Auditor

Bridge No.	Road Name	Posting	S-T-R
406	Burlingham Road	10 tons	14-85-5
655	Prairie Chapel Road	3 tons	8-84-6
762	Sutton Road	5 tons	19-86-66
797	Matsell Park Road	22T-32T-40T	36-85-5
878	Rosedale Road	5 tons	20-83-6
886	Hills Mill Road	23T-33T-35T	29-86-5
933	Coggon Road	27T-40T-40T	12-86-7
1036	Buffalo Valley Lane	15 tons	20-86-5
1053	Bertram Road	5 tons	30-83-6
1736	Old Bridge Road	10 tons	12-82-8
1979	Red Bridge Road	10 tons	19-86-5
2063	Durow Road	15 tons	31-86-8
2737	N Center Point Road	25T-38T-40T	6-84-7

Load Posted Bridges

Linn County Secondary Road Department



Load Posted Bridges		
Bridge No.	Roadname	Posting
406	Burlingham Road	10 tons
655	Prairie Chapel Road	3 tons
762	Sutton Road	5 tons
797	Matsell Park Road	22T-32T-40T
878	Rosedale Road	5 tons
886	Hills Mill Road	23T-33T-35T
933	Coggon Road	27T-40T-40T
1036	Buffalo Valley Lane	15 tons
1053	Bertram Road	5 tons
1736	Old Bridge Road	10 tons
1979	Red Bridge Road	10 tons
2063	Durow Road	15 tons
2737	N Center Point Road	25T-38T-40T

**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT
TO BE COMPLETED BY TRANSFEROR**

TRANSFEROR:

Name Linn County, Iowa
Address 935 2nd Street SW, Cedar Rapids, Iowa
Number and Street or RR City, Town or PO State Zip

TRANSFeree:

Name City of Cedar Rapids
Address 101 First Street SE Cedar Rapids IA 52401
Number and Street or RR City, Town or PO State Zip

Address of Property Transferred:

7212 E Avenue NW Cedar Rapids IA 52405
Number and Street or RR City, Town or PO State Zip

Legal Description of Property: (Attach if necessary)

A Part of Parcel A, P.O.S. #253, City of Cedar Rapids, Linn County, Iowa

more particularly described on Acquisition Plat attached hereto and incorporated herein by this reference

1. Wells (check one)

- ☐ There are no known wells situated on this property.
☐ There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

2. Solid Waste Disposal (check one)

- ☐ There is no known solid waste disposal site on this property.
☐ There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

3. Hazardous Wastes (check one)

- ☐ There is no known hazardous waste on this property.
☐ There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

4. Underground Storage Tanks (check one)

- ☐ There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
☐ There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

FILE WITH RECORDER

DNR Form 542-0960 July 18th 2012 cmz

5. Private Burial Site (check one)

- ☐ There are no known private burial sites on this property.
☐ There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

6. Private Sewage Disposal System (check one)

- ☐ All buildings on this property are served by a public or semi-public sewage disposal system.
☐ This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
☐ There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
☐ There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
☐ There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
☐ There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
☐ This property is exempt from the private sewage disposal inspection requirements pursuant to the following
Exemption [Note: for exemption #9 use prior check
box]: _____
☐ The private sewage disposal system has been installed within the past two years pursuant to permit number _____

Information required by statements checked above should be provided here or on separate sheets attached hereto:

**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM
AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

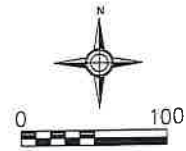
Signature: _____ Telephone No.: _____
(Transferor or Agent)

FILE WITH RECORDER

DNR Form 542-0960 July 18th 2012 cmz

ACQUISITION PLAT

E AVENUE NW
FROM IOWA HIGHWAY 100 TO STONEY POINT ROAD
CITY PROJECT NO. 3012181-02
Prepared by R. Rodney Klien Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402 (319) 377-4629



NOTES:

1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.

2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.

3. 0.10 ACRES (4,165 SQ.FT.) OF PROPOSED ACQUISITION LIES WITHIN THE EXISTING SANITARY SEWER EASEMENT FILED IN BOOK 4725, PAGE 512.

PROPRIETOR:
LINN COUNTY

GPN: 13223-76001-00000

Legal Description

PART OF PARCEL A, PLAT OF SURVEY NO. 253, CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL A;

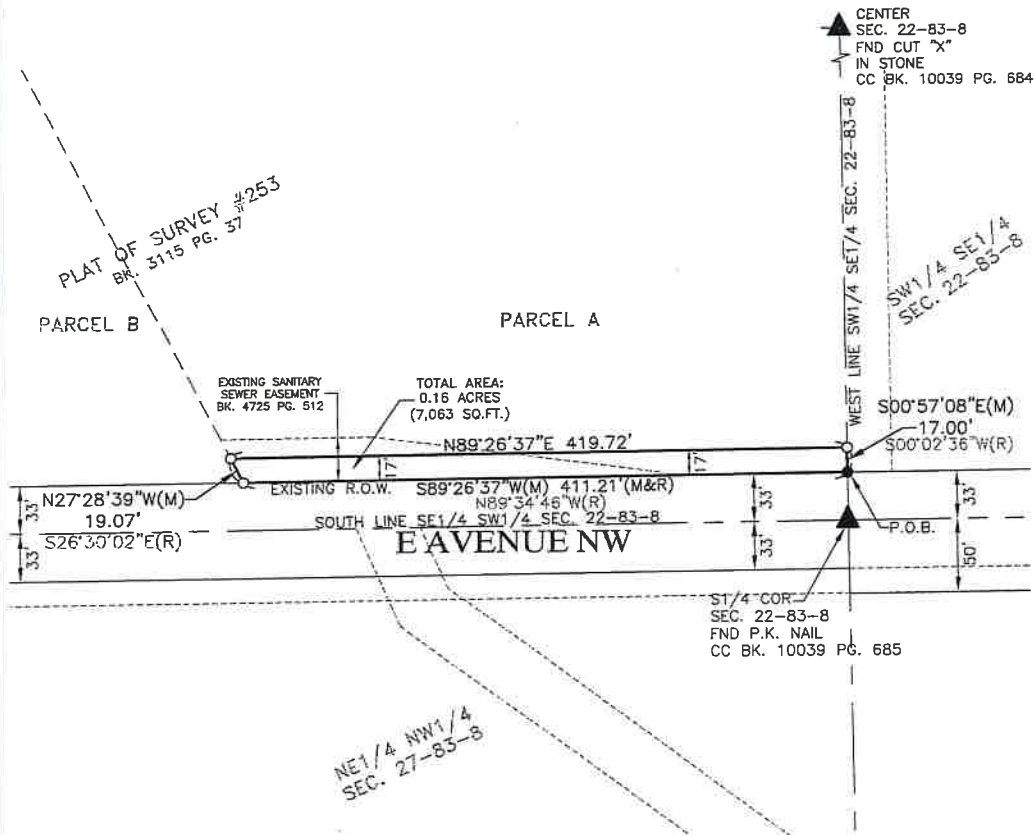
THENCE S89°26'37"W ALONG THE NORTH RIGHT-OF-WAY LINE OF E AVENUE NW, 411.21 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL A;

THENCE N27°28'39"W ALONG THE WESTERLY LINE OF SAID PARCEL A, 19.07 FEET;

THENCE N89°26'37"E, 419.72 FEET TO THE EAST LINE OF SAID PARCEL A;

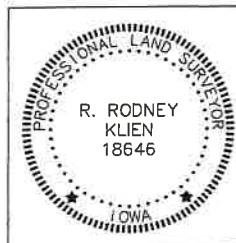
THENCE S00°57'08"E ALONG SAID EAST LINE, 17.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.16 ACRES (7,063 SQ.FT.) MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.



Legend

- Boundary Line —————
- Adjoining Lot Line - - - - -
- Section Line ————
- Building Setback Line
- Found 1/2" Rebar
- w/Orange Cap #18646 (Unless Noted) •
- Set 1/2"x30" Rebar
- w/Orange Cap #18646 ○
- Set Section/Quarter Corner ▲
- Found Section/Quarter Corner ▲
- Measured (M)
- Record (R)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: *R. Rodney Klien* DATE: 2-26-18
R. RODNEY KLIEN IOWA REG. NO. 18646

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

ACQUISITION PLAT
Project Number: 216042

PARCEL 8A
7212 E AVE NW

Drawn By: MJS Approved By: RIK
Date: 2/26/18 Scale: 1"=100'
Field Book #330 Field Survey: SEPTEMBER 2016



Client:

ANDERSON-BOGERT

Sheet No.
1
Of
1

T:\ACAD\216042\DWG\EASEMENT PLATS.dwg 2-26-18 10:28:52 AM MLS287

PURCHASE AGREEMENT

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, Linn County, Iowa, OWNER, (hereinafter referred to as GRANTOR) of the following described property:

A Part of Parcel A, P.O.S. #253, City of Cedar Rapids, Linn County, Iowa
and
A Part of Parcel B, P.O.S. #253, City of Cedar Rapids, Linn County, Iowa

hereby agrees to sell to the City of Cedar Rapids, Iowa (hereinafter referred to as CITY), a portion of the above described property located at 7212 & 7410 E Avenue NW, more particularly described as follows:

See Attached Acquisition Plat

upon the following conditions, to-wit:

1. The area disturbed by the project will be graded, shaped and seeded upon completion of the project by the CITY.
2. The CITY agrees to pay GRANTOR the sum of \$2,720.00 for the land by fee title, \$1,020.00 for the land by permanent easement, \$5,372.00 for the land by temporary easement, and \$300.00 for damages, for a total sum of \$9,412.00, as a requirement for the E Avenue NW from Iowa Highway 100 to Stoney Point Road project.
3. The compensation and rights herein described shall be binding upon the GRANTOR, its heirs and assigns.
4. The GRANTOR shall have five-years from the date of said settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by Section 6B.52 of the Code of Iowa.
5. The GRANTOR grants and warrants that there is no known burial site(s), well(s), solid waste disposal site(s), hazardous substance(s), nor underground storage tank(s) on the premises described and sought herein.
6. The GRANTOR agrees to disclose the project details, including timelines, improvements, and impacts, to any and all individuals with a leasehold interest in the subject property.
7. This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

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

Signed this _____ day of _____, 2021.

Linn County, Iowa

Stacey Walker, Chairperson
Linn County, Iowa Board of Supervisors

Steve Emerson, President
Linn County, Iowa Conservation Board

Recommended for Approval

Rita Rasmussen	Date
Real Estate Services Manager	

Randy Hartman	Date
Contracts Manager	

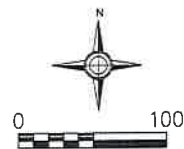
CITY OF CEDAR RAPIDS, IOWA

By: Jeffrey A. Pomeranz	Date
City Manager	

Attested By: Amy Stevenson	Date
City Clerk	

ACQUISITION PLAT

E AVENUE NW
FROM IOWA HIGHWAY 100 TO STONEY POINT ROAD
CITY PROJECT NO. 3012181-02
Prepared by R. Rodney Klien Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402 (319) 377-4629



- NOTES:**
1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.
 3. 0.10 ACRES (4,165 SQ.FT.) OF PROPOSED ACQUISITION LIES WITHIN THE EXISTING SANITARY SEWER EASEMENT FILED IN BOOK 4725, PAGE 512.

PROPRIETOR:
LINN COUNTY
GPN: 13223-76001-00000

Legal Description

PART OF PARCEL A, PLAT OF SURVEY NO. 253, CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL A;

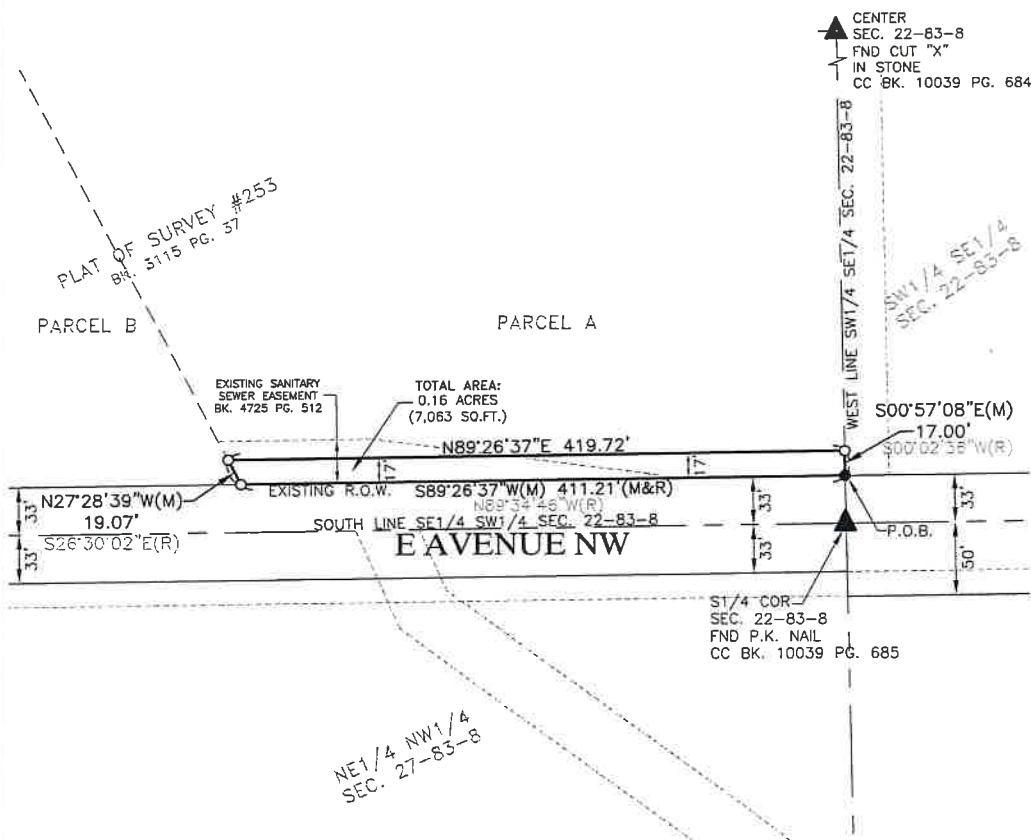
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THENCE N89°26'37"E, 419.72 FEET TO THE EAST LINE OF SAID PARCEL A;

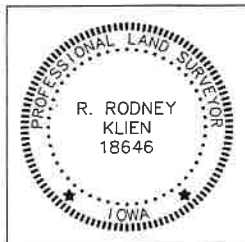
THENCE S00°57'08"E ALONG SAID EAST LINE, 17.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.16 ACRES (7,063 SQ.FT.) MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.



Legend

- Boundary Line —————
- Adjoining Lot Line - - - - -
- Section Line ————
- Building Setback Line
- Found 1/2" Rebar •
- w/Orange Cap #18646 (Unless Noted) •
- Set 1/2"x30" Rebar ○
- w/Orange Cap #18646 ○
- Set Section/Quarter Corner ▲
- Found Section/Quarter Corner ▲
- Measured (M) ▲
- Record (R) ▲



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: *R. Rodney Klien* DATE: 2-26-18
R. RODNEY KLIEN, IOWA REG. NO. 18646
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

ACQUISITION PLAT
Project Number: 216042

PARCEL 8A
7212 E AVENUE NW

Drawn By: MLS
Date: 2/26/18
Approved By: RRK
Scale: 1"=100'
Field Book #330
Field Survey: SEPTEMBER 2016



Client:

ANDERSON-BOGERT

Sheet No.
1
Of
1

SPACE ABOVE FOR RECORDER

Preparer Information: City of Cedar Rapids Attorney, City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 (319) 286-5025
Taxpayer Information: City of Cedar Rapids Controller-Auditor, City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 (319) 286-5006
Return to: City of Cedar Rapids City Clerk, City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 (319) 286-5060

QUIT CLAIM DEED

Know All Men by These Presents: That the City of Cedar Rapids, Iowa, in consideration of the sum of two thousand seven hundred twenty dollars (\$2,720.00) and other good and valuable consideration in hand paid does hereby Quit Claim unto **CITY OF CEDAR RAPIDS, IOWA**, all of our right, title, interest, estate, claim and demand in the following described real estate situated in Linn County, Iowa, to-wit:

A part of Parcel A, Plat of Survey No. 253, City of Cedar Rapids, Linn County, Iowa, more particularly described on Acquisition Plat, attached hereto and incorporated herein by this reference.

No Real Estate transfer Tax is due per Iowa Code Section 428.2(6) (2005). No Declaration of Value Statement is required.

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

Dated this ____ day of _____, 2021.

LINN COUNTY, IOWA

By: Stacey Walker, Chairperson Date
Linn County, Iowa Board of Supervisors

Attest: Joel D. Miller, Linn County Auditor Date

STATE OF IOWA, COUNTY OF LINN) ss:

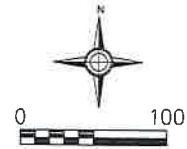
This instrument was acknowledged before me on _____, 2021, by Stacey Walker as Chairperson, Linn County, Iowa Board of Supervisors and Joel D. Miller as Linn County, Iowa Auditor.

Notary Public in and for said State

3012181/ACQUISITION/LINN CO/QUIT CLAIM DEED

ACQUISITION PLAT

E AVENUE NW
FROM IOWA HIGHWAY 100 TO STONEY POINT ROAD
CITY PROJECT NO. 3012181-02
Prepared by R. Rodney Klien Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402 (319) 377-4629



NOTES:

1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.
3. 0.10 ACRES (4,165 SQ.FT.) OF PROPOSED ACQUISITION LIES WITHIN THE EXISTING SANITARY SEWER EASEMENT FILED IN BOOK 4725, PAGE 512.

PROPRIETOR:

LINN COUNTY
GPN: 13223-76001-00000

Legal Description

PART OF PARCEL A, PLAT OF SURVEY NO. 253, CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL A;

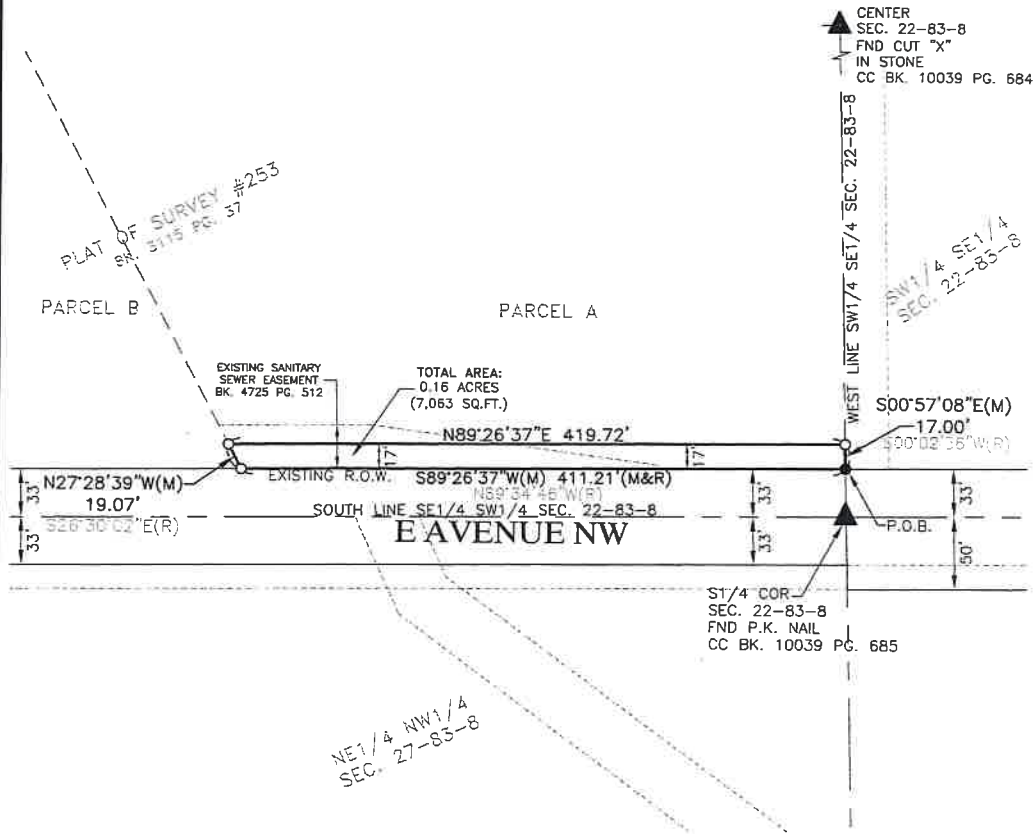
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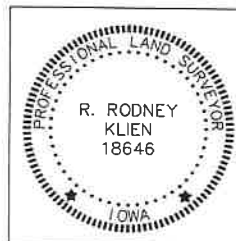
THENCE S00°57'08"E ALONG SAID EAST LINE, 17.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.16 ACRES (7,063 SQ.FT.) MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.



Legend

- Boundary Line
- Adjoining Lot Line
- Section Line
- Building Setback Line
- Found 1/2" Rebar
- w/Orange Cap #18646 (Unless Noted)
- Set 1/2"x30" Rebar
- w/Orange Cap #18646
- Set Section/Quarter Corner
- Found Section/Quarter Corner
- Measured
- Record



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: *R. Rodney Klien* DATE: 2-26-18
R. RODNEY KLIEN IOWA REG. NO. 18646

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019.

PAGES OF SHEETS COVERED BY THIS SEAL:
THIS SHEET

ACQUISITION PLAT
Project Number: 216042

PARCEL 8A
7212 E AVENUE NW

Drawn By: MLS
Date: 2/26/18
Field Book #330
Approved By: RIK
Scale: 1"=100'
Field Survey: SEPTEMBER 2016



Client:

ANDERSON-BOGERT

Sheet No.
1
Of
1

REAL ESTATE CLOSING STATEMENT

Seller Linn County, Iowa County Linn
Contract Pay Date _____ Project No. 3012181
Possession Date _____ Parcel No. 8

Property Description A Part of Parcel A and Parcel B, P.O.S. #253, City of Cedar Rapids, Linn County, Iowa

Transaction Closed ☐ By Mail ☐ In Person ☐ N.A. means Not Applicable ☐ Non-cash Consideration Involved

CONTRACT CONSIDERATION BREAKDOWN (No breakdown is made if transaction is a Total Acquisition)

- | | |
|---|-------------------|
| 1) Land acquired by fee: | 1) <u>\$2,720</u> |
| 2) Land acquired by permanent easement | 2) <u>\$1,020</u> |
| 3) Buildings acquired considered real estate: <u>\$</u> | 3) <u>\$</u> |
| less salvage value: <u>\$</u> | |
| 4) Other improvement considered real estate: <u>\$</u> | 4) <u>\$</u> |
| less salvage value: <u>\$</u> | |

Total Conveyance Consideration (lines 1 through 4) \$3,740.00

- | | |
|--|-------------------|
| 5) Other improvements considered damages, including fence: | 5) <u>\$300</u> |
| 6) Total temporary easement: | 6) <u>\$5,372</u> |
| 7) Total reduction in value - temporary easement for detour: | 7) <u>\$</u> |
| 8) Control of Access: | 8) <u>\$</u> |

Total Damages (lines 5 through 8) \$5,672.00

LESS: Mitigate Damages (Non-cash Considerations) \$

TOTAL CONTRACT CONSIDERATION

Contingent Payment (e.g., value of septic, value of well):
Scheduled Future Abstracting Payment:

\$9,412.00
plus \$
plus \$

GROSS PROCEEDS (Maximum Determinable Proceeds)

\$9,412.00

DISTRIBUTION OF GROSS PROCEEDS (NOTE: Warrant(s) must be endorsed by all payees before cashing)

Partial Payment Warrant # _____	Paid <u>/ /</u>	<u>\$</u>
Conveyance Warrant # _____	Paid at Time of Closing	<u>\$9,412.00</u>
Possession Warrant # _____	Paid at Time of Possession	<u>\$</u>
(Contact _____ Phone No. _____)		for Warrant)
Contingent Payment Warrant # _____	Paid <u>/ /</u>	<u>\$</u>

Lienholders and Other Assessments Paid:

- | | |
|--|-----------|
| 1) Mortgage (principal & interest) | <u>\$</u> |
| 2) Real Estate Taxes (Linn County Treasurer) | <u>\$</u> |
| 3) Special Assessments | <u>\$</u> |
| 4) Personal Taxes | <u>\$</u> |

TOTAL DISTRUBUTIONS OF GROSS PROCEEDS

\$9,412.00

REMARKS:

Grantor (or Grantor's Agent) acknowledges the return and receipt of Abstract of Title No. _____ in _____ parts to the following described real estate: _____

We, Grantee's Agent and Grantor, do hereby certify that this real estate transaction is closed and this statement is true and correct and the Grantor hereby acknowledges receipt for the funds specified above.

Grantee's Agent:
CITY OF CEDAR RAPIDS, IOWA

Grantor: LINN COUNTY, IOWA

BY: _____
Closing Agent

Date

BY: _____
Stacey Walker, Chairperson
Linn County, Iowa Board of Supervisors

Date

RECEIPT FOR STATEMENT OF PROPERTY OWNER'S RIGHTS

PROJECT E Avenue NW from Iowa Highway 100 to Stoney Point Road
C.I.P. # 3012181
PARCEL # 8A & 8B
ADDRESS 7212 E Avenue NW, Cedar Rapids, IA 52405
7410 E Avenue NW, Cedar Rapids, IA 52405

I certify that I am the landowner of property located at a part of Parcel A, P.O.S. #253, City of Cedar Rapids, Linn County, Iowa AND a part of Parcel B, P.O.S. #253, City of Cedar Rapids, Linn County, Iowa, and that I have personally received a copy of the *Statement of Property Owner's Rights* which explains my rights as an owner of record who may have all or a part of their property acquired by condemnation, as required by 1999 Iowa Acts, House File 476, Section 3.

Signed this _____ day of _____, 2021.

Linn County, Iowa

Stacey Walker, Chairperson
Linn County, Iowa Board of Supervisors

Steve Emerson, President
Linn County, Iowa Conservation Board

Presented by: 
City of Cedar Rapids

STORM SEWER AND DRAINAGE EASEMENT

This instrument made this ____ day of _____, 2021, by Linn County, Iowa, OWNER, (hereinafter referred to as GRANTOR) of the following described property:

A part of Parcel A, P.O.S. #253, City of Cedar Rapids, Linn County, Iowa

WHEREAS, the OWNER in fee simple of the real property known and described as set out above is the GRANTOR, and

WHEREAS, the City of Cedar Rapids, Iowa, (hereinafter referred to as GRANTEE) proposes to construct a storm sewer upon and under a portion of the above real property owned by the GRANTOR, and

WHEREAS, the GRANTOR has agreed to give to the GRANTEE, a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining said storm sewer upon a portion of the real property of the GRANTOR, for consideration of \$1.00 and other valuable considerations duly paid and acknowledged.

THEREFORE, for the above consideration the GRANTOR hereby grants unto the GRANTEE and its assigns a perpetual and continual easement for the purpose of constructing, reconstructing and maintaining said storm sewer upon and under the following portions of the above described property:

See Attached Storm Sewer and Drainage Easement Exhibit

The GRANTOR further agrees to erect no buildings, obstructions or other improvements upon or under the property covered by this Easement, which would interfere with the construction, reconstruction or maintenance of said storm sewer without first obtaining permission from the GRANTEE,

The Easement and rights herein described shall be binding upon the GRANTOR, its heirs and assigns.

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

Linn County, Iowa

Stacey Walker, Chairperson
Linn County, Iowa Board of Supervisors

Steve Emerson, President
Linn County, Iowa Conservation Board

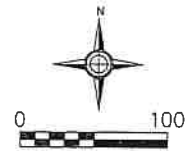
STATE OF IOWA, COUNTY OF LINN) ss:

This instrument was acknowledged before me on _____, 2021,
by Stacey Walker, Linn County, Iowa Board of Supervisors Chairperson and Steve Emerson, Linn County, Iowa Conservation Board President.

Notary Public in and for said State

STORM SEWER AND DRAINAGE EASEMENT EXHIBIT

E AVENUE NW
FROM IOWA HIGHWAY 100 TO STONEY POINT ROAD
CITY PROJECT NO. 3012181-02
Prepared by R. Rodney Klien Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402 (319) 377-4629

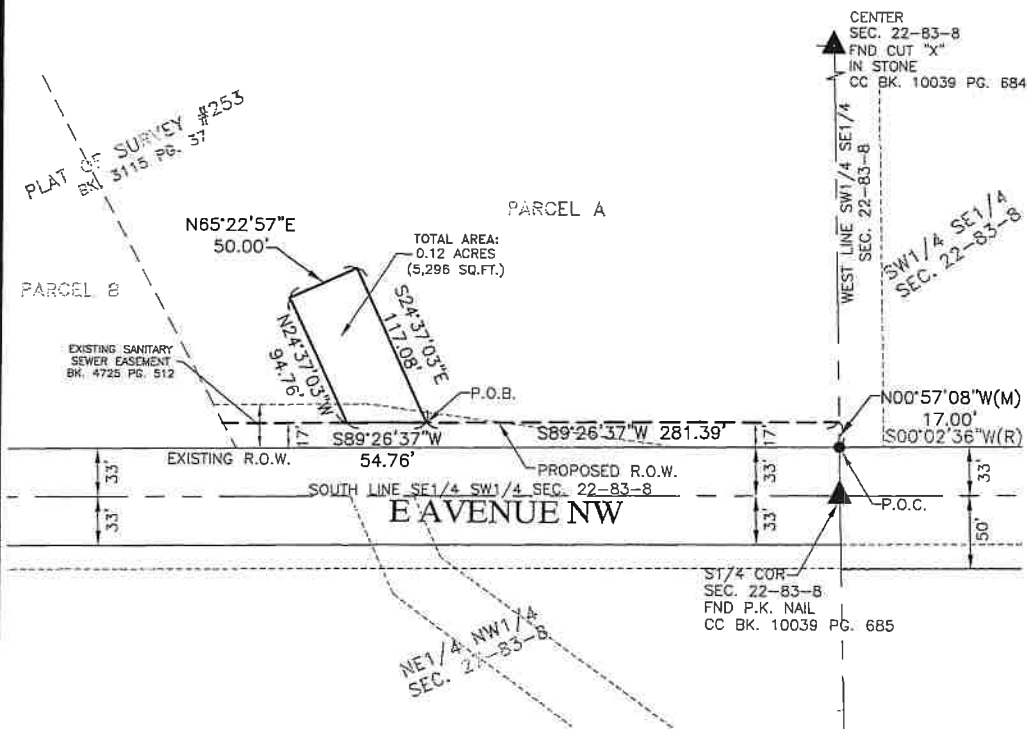


- NOTES:**
1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.
 3. 0.01 ACRES (620 SQ.FT.) OF PROPOSED STORM SEWER AND DRAINAGE EASEMENT LIES WITHIN THE EXISTING SANITARY SEWER EASEMENT FILED IN BOOK 4725, PAGE 512.

PROPRIETOR:
LINN COUNTY
GPN: 13223-76001-00000

Legal Description

A STORM SEWER AND DRAINAGE EASEMENT OVER PART OF PARCEL A, PLAT OF SURVEY NO. 253, CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL A;
THENCE N00°57'08"W ALONG THE EAST LINE OF SAID PARCEL A, 17.00 FEET;
THENCE S89°26'37"W, 281.39 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING S89°26'37"W, 54.76 FEET;
THENCE N24°37'03"W, 94.76 FEET;
THENCE N65°22'57"E, 50.00 FEET;
THENCE S24°37'03"E, 117.08 FEET TO THE POINT OF BEGINNING CONTAINING 0.12 ACRES (5,296 SQ.FT.) MORE OR LESS.
SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.



Legend

- Boundary Line —————
- Adjoining Lot Line - - - - -
- Section Line ————
- Building Setback Line
- Found 1/2" Rebar
- w/Orange Cap #18646 (Unless Noted) •
- Set 1/2"x30" Rebar ○
- w/Orange Cap #18646
- Set Section/Quarter Corner ▲
- Found Section/Quarter Corner ▲
- Measured (M)
- Record (R)

STORM SEWER AND DRAINAGE
EASEMENT EXHIBIT
Project Number: 216042

PARCEL 8A
7212 E AVENUE NW

Drawn By: MLS
Date: 2/26/19
Field Book #330
Approved By: RRR
Scale: 1"=100'
Field Survey: SEPTEMBER 2016

Client:
CEDAR RAPIDS
CITY OF CEDAR RAPIDS

ANDERSON-BOGERT

Sheet No.
1
of
1

T:\ACAD\216042\DWG\EASEMENT PLATS.dwg 2-26-18 10:29:10 AM MLS287

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

This instrument is made this _____ day of _____, 2021, by Linn County, Iowa, OWNER, (hereinafter referred to as GRANTOR) of the following described property:

A Part of Parcel A, P.O.S. #253, City of Cedar Rapids, Linn County, Iowa
and

A Part of Parcel B, P.O.S. #253, City of Cedar Rapids, Linn County, Iowa

WHEREAS, the OWNER in fee simple of the real property known and described as set out above is the GRANTOR, and

WHEREAS, the City of Cedar Rapids, (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR, and

WHEREAS, the GRANTOR has agreed to give the GRANTEE, a Temporary Construction and Grading Easement for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR, for consideration of \$1.00 and other valuable consideration duly paid and acknowledged.

See Attached Temporary Construction Easement Exhibit A
and

See Attached Temporary Construction Easement Exhibit B

THEREFORE, for the above consideration the GRANTOR hereby grants unto the GRANTEE the Easement and rights herein described, which Easement and rights shall be binding upon the GRANTOR.

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

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

Linn County, Iowa

Stacey Walker, Chairperson
Linn County, Iowa Board of Supervisors

Steve Emerson, President
Linn County, Iowa Conservation Board

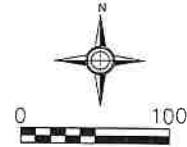
STATE OF IOWA, COUNTY OF LINN) ss:

This instrument was acknowledged before me on _____, 2021,
by Stacey Walker, Linn County, Iowa Board of Supervisors Chairperson and Steve Emerson, Linn County, Iowa Conservation Board President.

Notary Public in and for said State

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT A

E AVENUE NW
FROM IOWA HIGHWAY 100 TO STONEY POINT ROAD
CITY PROJECT NO. 3012181-02
Prepared by R. Rodney Klien Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402 (319) 377-4629



NOTES:

1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.
3. TEMPORARY EASEMENT WILL EXPIRE UPON COMPLETION OF CONSTRUCTION AND THE ACCEPTANCE OF THE CITY OF CEDAR RAPIDS.
4. 0.01 ACRES (197 SQ.FT.) OF TRACT 1 TEMPORARY EASEMENT PARCEL LIES WITHIN EXISTING SANITARY SEWER EASEMENT FILED IN BOOK 4725, PAGE 512.
5. 0.02 ACRES (1,066 SQ.FT.) OF TRACT 2 TEMPORARY EASEMENT PARCEL LIES WITHIN EXISTING SANITARY SEWER EASEMENT FILED IN BOOK 4725, PAGE 512.

PROPRIETOR:
LINN COUNTY
GPN: 13223-76001-00000

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N24°37'03"W	117.08'
L2	N27°28'39"W	19.07'
L3	N27°28'39"W	3.36'
L4	N65°22'57"E	50.89'
L5	S24°37'03"E	94.76'
L6	S89°26'37"W	83.58'

Legal Description Tract 1:

TEMPORARY CONSTRUCTION EASEMENT OVER PART OF PARCEL A, PLAT OF SURVEY NO. 253, CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL A;
THENCE N00°57'08"W ALONG THE EAST LINE OF SAID PARCEL A, 17.00 FEET TO THE POINT OF BEGINNING;
THENCE S89°26'37"W, 281.39 FEET;
THENCE N24°37'03"W, 117.08 FEET;
THENCE N65°22'57"E, 135.12 FEET;
THENCE N89°26'37"E, 204.63 FEET TO THE EAST LINE OF SAID PARCEL A;
THENCE S00°57'08"E ALONG SAID EAST LINE, 162.00 FEET TO THE POINT OF BEGINNING CONTAINING 1.09 ACRES (47,277 SQ.FT.) MORE OR LESS.

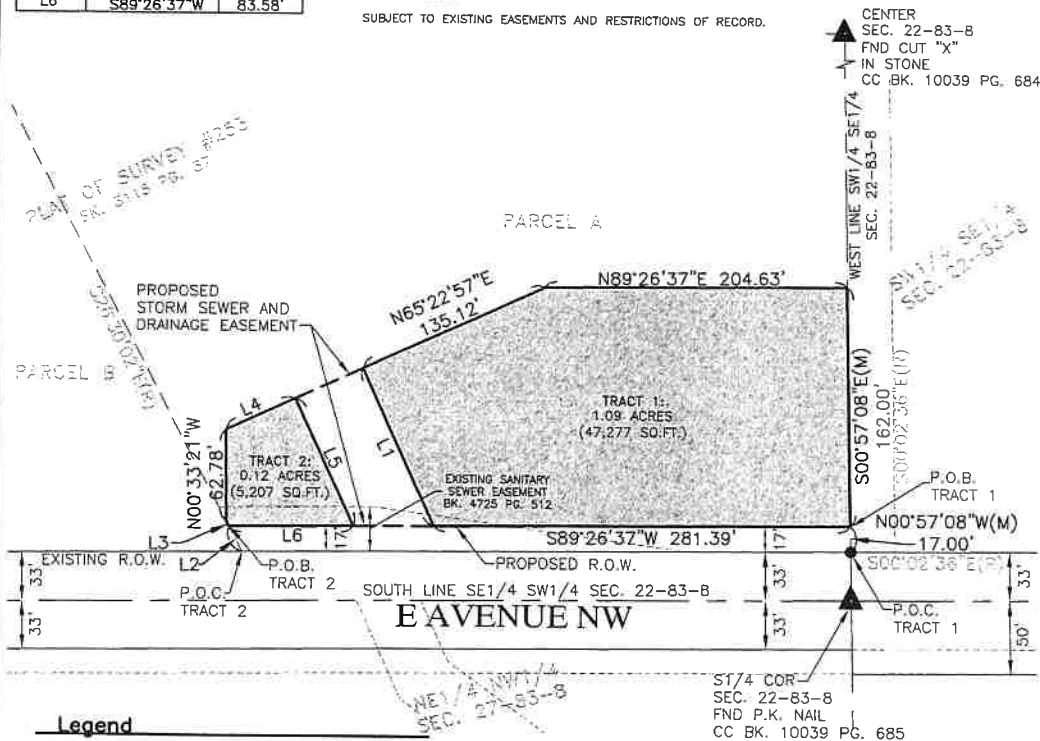
SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

Legal Description Tract 2:

TEMPORARY CONSTRUCTION EASEMENT OVER PART OF PARCEL A, PLAT OF SURVEY NO. 253, CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL A;
THENCE N27°28'39"W ALONG THE WESTERLY LINE OF SAID PARCEL A, 19.07 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N27°28'39"W ALONG SAID WESTERLY LINE, 3.36 FEET;
THENCE N00°33'21"W, 62.78 FEET;
THENCE N65°22'57"E, 50.89 FEET;
THENCE S24°37'03"E, 94.76 FEET;
THENCE S89°26'37"W, 83.58 FEET TO THE POINT OF BEGINNING CONTAINING 0.12 ACRES (5,207 SQ.FT.) MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.



Legend

- Boundary Line
- Adjoining Lot Line
- Section Line
- Building Setback Line
- Found 1/2" Rebar
- w/Orange Cap #18646 (Unless Noted)
- Set 1/2"x30" Rebar
- w/Orange Cap #18646
- Set Section/Quarter Corner
- Found Section/Quarter Corner
- Measured
- Record
- Temporary Construction

TEMPORARY CONSTRUCTION
EASEMENT EXHIBIT
Project Number: 216042

PARCEL 8A
7212 E AVE NW

Drawn By: MJS Approved By: RBK
Date: 2/26/16 Scale: 1"=100'
Field Book #330 Field Survey: SEPTEMBER 2016

CEDAR RAPIDS
City of Cedar Rapids

Client:

ANDERSON/BOGERT

Sheet No.
1
Of
1

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PURCHASE AGREEMENT

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, Linn County, Iowa, OWNER, (hereinafter referred to as GRANTOR) of the following described property:

A Part of the South 36 acres SW1/4 SE1/4 Section 22-83-8

hereby agree to sell to the City of Cedar Rapids, Iowa (hereinafter referred to as CITY), a portion of the above described property located at 0 Vacant Land, E Avenue NW, more particularly described as follows:

See Attached Temporary Construction Easement Exhibit

upon the following conditions, to-wit:

1. The area disturbed by the project will be graded, shaped and seeded upon completion of the project by the CITY.
2. The CITY agrees to pay GRANTOR the sum of \$3,682.00 for the land by temporary easement as a requirement for the E Avenue NW from Iowa Highway 100 to Stoney Point Road project.
3. The compensation and rights herein described shall be binding upon the GRANTOR, its heirs and assigns.
4. That the permission is valid for the area described above.
5. That the encroachment right will terminate 30 days after acceptance of the E Avenue NW from Iowa Highway 100 to Stoney Point Road project.
6. The GRANTOR shall have five-years from the date of said settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by Section 6B.52 of the Code of Iowa.
7. The GRANTOR agrees to disclose the project details, including timelines, improvements, and impacts, to any and all individuals with a leasehold interest in the subject property.
8. This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

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

Signed this _____ day of _____, 2021.

Linn County, Iowa

Stacey Walker, Chairperson
Linn County, Iowa Board of Supervisors

Steve Emerson, President
Linn County, Iowa Conservation Board

Recommended for Approval

Rita Rasmussen	Date
Real Estate Services Manager	

Randy Hartman	Date
Contracts Manager	

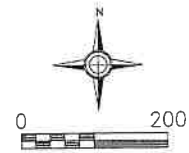
CITY OF CEDAR RAPIDS, IOWA

By: Jeffrey A. Pomeranz	Date
City Manager	

Attested By: Amy Stevenson	Date
City Clerk	

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

E AVENUE NW
FROM IOWA HIGHWAY 100 TO STONEY POINT ROAD
CITY PROJECT NO. 3012181-02
Prepared by R. Rodney Klien Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Dr. N.E., Cedar Rapids, Iowa 52402 (319) 377-4629

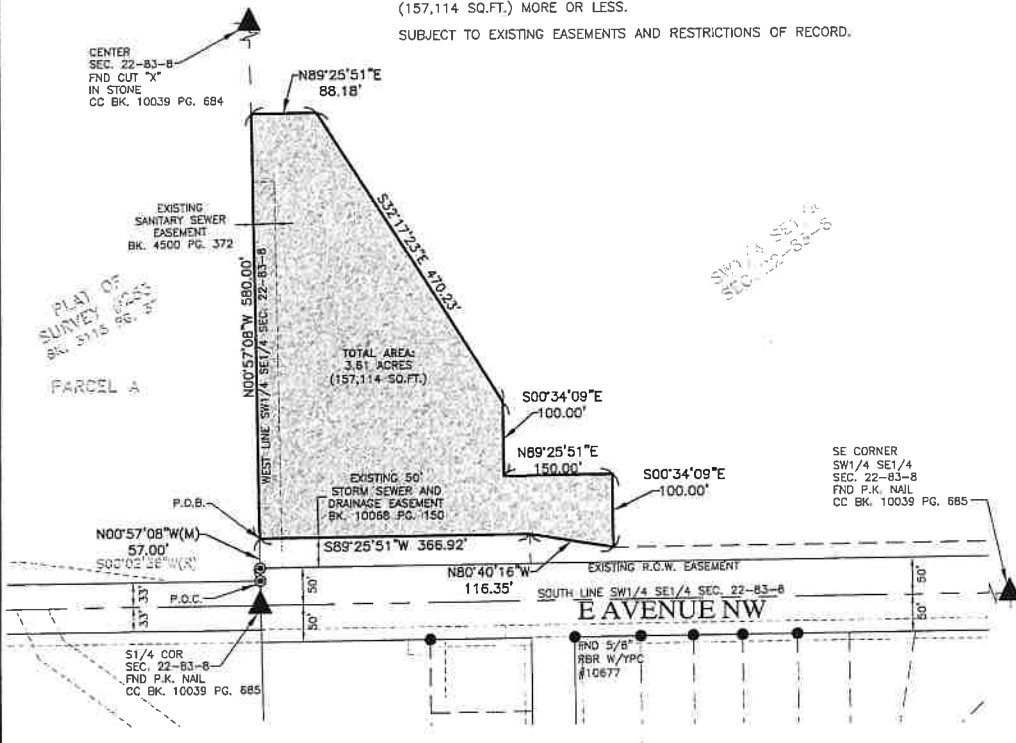


- NOTES:**
1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.
 3. TEMPORARY EASEMENT WILL EXPIRE UPON COMPLETION OF CONSTRUCTION AND THE ACCEPTANCE OF THE CITY OF CEDAR RAPIDS.
 4. 0.34 ACRES (14,614 SQ.FT.) OF PROPOSED TEMPORARY EASEMENT PARCEL LIES WITHIN THE EXISTING SANITARY SEWER EASEMENT FILED IN BOOK 4500, PAGE 372.

PROPRIETOR:
LINN COUNTY
GPN: 13224-51002-00000

Legal Description

TEMPORARY CONSTRUCTION EASEMENT OVER PART OF THE SOUTH 36 ACRES OF THE SW1/4 SE1/4 OF SECTION 22, TOWNSHIP-83-NORTH, RANGE-8-WEST OF THE 5TH P.M., CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF PARCEL A, PLAT OF SURVEY NO. 253;
THENCE N00°57'08"W ALONG THE EAST LINE OF SAID PARCEL A, 57.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N00°57'08"W ALONG SAID EAST LINE, 580.00 FEET;
THENCE N89°25'51"E, 88.18 FEET;
THENCE S32°17'23"E, 470.23 FEET;
THENCE S00°34'09"E, 100.00 FEET;
THENCE N89°25'51"E, 150.00 FEET;
THENCE S00°34'09"E, 100.00 FEET;
THENCE N80°40'16"W, 116.35 FEET;
THENCE S89°25'51"W, 366.92 FEET TO THE POINT OF BEGINNING CONTAINING 3.61 ACRES (157,114 SQ.FT.) MORE OR LESS.
SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.



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TEMPORARY CONSTRUCTION
EASEMENT EXHIBIT
Project Number: 216042

PARCEL 7
0 VACANT LAND

Drawn By: MLS Approved By: RRK
Date: 5/28/19 Scale: 1"=200'
Field Book #330 Field Survey: SEPTEMBER 2016

CEDAR RAPIDS
CITY OF CEDAR RAPIDS

Client:

ANDERSON-BOGERT

Sheet No.
1
Of
1

Legend

- Boundary Line
- Adjoining Lot Line
- Section Line
- Building Setback Line
- Found 5/8" Rebar (Unless Noted)
- Found 1/2" Rebar
- w/Orange Cap #18646
- Set 1/2"x30" Rebar
- w/Orange Cap #18646
- Set Section/Quarter Corner
- Found Section/Quarter Corner
- Measured
- Record
- Temporary Construction

REAL ESTATE CLOSING STATEMENT

Seller Linn County, Iowa County Linn
Contract Pay Date _____ Project No. 3012181
Possession Date _____ Parcel No. 7
Property Description A Part of the South 36 acres SW1/4 SE1/4 Section 22-83-8

Transaction Closed ☐ By Mail ☐ In Person ☐ N.A. means Not Applicable ☐ Non-cash Consideration Involved

CONTRACT CONSIDERATION BREAKDOWN (No breakdown is made if transaction is a Total Acquisition)

1) Land acquired by fee:	1) \$ _____
2) Land acquired by permanent easement	2) \$ _____
3) Buildings acquired considered real estate: \$ _____	3) \$ _____
less salvage value: \$ _____	
4) Other improvement considered real estate: \$ _____	4) \$ _____
less salvage value: \$ _____	

Total Conveyance Consideration (lines 1 through 4) \$ _____

5) Other improvements considered damages, including fence:	5) \$ _____
6) Total temporary easement:	6) \$3,682
7) Total reduction in value - temporary easement for detour:	7) \$ _____
8) Control of Access:	8) \$ _____

Total Damages (lines 5 through 8) \$3,682.00

LESS: Mitigate Damages (Non-cash Considerations) \$ _____

TOTAL CONTRACT CONSIDERATION

Contingent Payment (e.g., value of septic, value of well):
Scheduled Future Abstracting Payment:

\$3,682.00
plus \$ _____
plus \$ _____

GROSS PROCEEDS (Maximum Determinable Proceeds)

\$3,682.00

DISTRIBUTION OF GROSS PROCEEDS (NOTE: Warrant(s) must be endorsed by all payees before cashing)

Partial Payment Warrant # _____	Paid _____ / _____ / _____	\$ _____
Conveyance Warrant # _____	Paid at Time of Closing	\$ _____
Possession Warrant # _____	Paid at Time of Possession	\$ _____
(Contact _____ Phone No. _____ for Warrant)		
Contingent Payment Warrant # _____	Paid _____ / _____ / _____	\$ _____

Lienholders and Other Assessments Paid:

1) Mortgage (principal & interest)	\$ _____
2) Real Estate Taxes (Linn County Treasurer)	\$ _____
3) Special Assessments	\$ _____
4) Personal Taxes	\$ _____

TOTAL DISTRUBUTIONS OF GROSS PROCEEDS

\$3,682.00

REMARKS:

Grantor (or Grantor's Agent) acknowledges the return and receipt of Abstract of Title No. _____ in _____ parts to the following described real estate: _____

We, Grantee's Agent and Grantor, do hereby certify that this real estate transaction is closed and this statement is true and correct and the Grantor hereby acknowledges receipt for the funds specified above.

Grantee's Agent:
CITY OF CEDAR RAPIDS, IOWA

Grantor:

BY: _____
Closing Agent

Date

BY: _____
Stacey Walker, Chairperson
Linn County, Iowa Board of Supervisors

Date

RECEIPT FOR STATEMENT OF PROPERTY OWNER'S RIGHTS

PROJECT E Avenue NW from Iowa Highway 100 to Stoney Point Road
C.I.P. # 3012181
PARCEL # 7
ADDRESS O Vacant Land, E Ave NW, Cedar Rapids, IA 52405

I certify that I am the landowner of property located at A Part of the South 36 acres SW1/4 SE1/4 Section 22-83-8, and that I have personally received a copy of the *Statement of Property Owner's Rights* which explains my rights as an owner of record who may have all or a part of their property acquired by condemnation, as required by 1999 Iowa Acts, House File 476, Section 3.

Signed this _____ day of _____, 2021.

Linn County, Iowa

Stacey Walker, Chairperson
Linn County, Iowa Board of Supervisors

Steve Emerson, President
Linn County, Iowa Conservation Board

Presented by: _____



City of Cedar Rapids

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

This instrument is made this _____ day of _____, 2021, by Linn County, Iowa, OWNER, (hereinafter referred to as GRANTOR) of the following described property:

A Part of the South 36 acres SW1/4 SE1/4 Section 22-83-8

WHEREAS, the OWNERS in fee simple of the real property known and described as set out above is the GRANTOR, and

WHEREAS, the City of Cedar Rapids, (hereinafter referred to as GRANTEE) proposes to grade, shape and construct wetland mitigation upon a portion of the above real property owned by the GRANTOR, and

WHEREAS, the GRANTOR has agreed to give the GRANTEE, a Temporary Construction Easement for the purpose of grading, shaping and constructing wetland mitigation, if applicable, upon a portion of the real property of the GRANTOR, for consideration of \$1.00 and other valuable consideration duly paid and acknowledged.

See Attached Temporary Construction Easement Exhibit

THEREFORE, for the above consideration the GRANTOR hereby grants unto the GRANTEE the Easement and rights herein described, which Easement and rights shall be binding upon the GRANTOR.

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

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

Linn County, Iowa

Stacey Walker, Chairperson
Linn County, Iowa Board of Supervisors

Steve Emerson, President
Linn County, Iowa Conservation Board

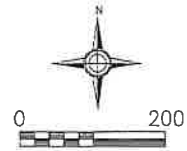
STATE OF IOWA, COUNTY OF LINN) ss:

This instrument was acknowledged before me on _____, 2021, by Stacey Walker, Linn County, Iowa Board of Supervisors Chairperson and Steve Emerson, Linn County, Iowa Conservation Board President.

Notary Public in and for said State

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

E AVENUE NW
FROM IOWA HIGHWAY 100 TO STONEY POINT ROAD
CITY PROJECT NO. 3012181-02
Prepared by R. Rodney Klien Anderson-Bogert Engineers & Surveyors, Inc.
4001 River Ridge Dr. N.E. Cedar Rapids, Iowa 52402 (319) 377-4629



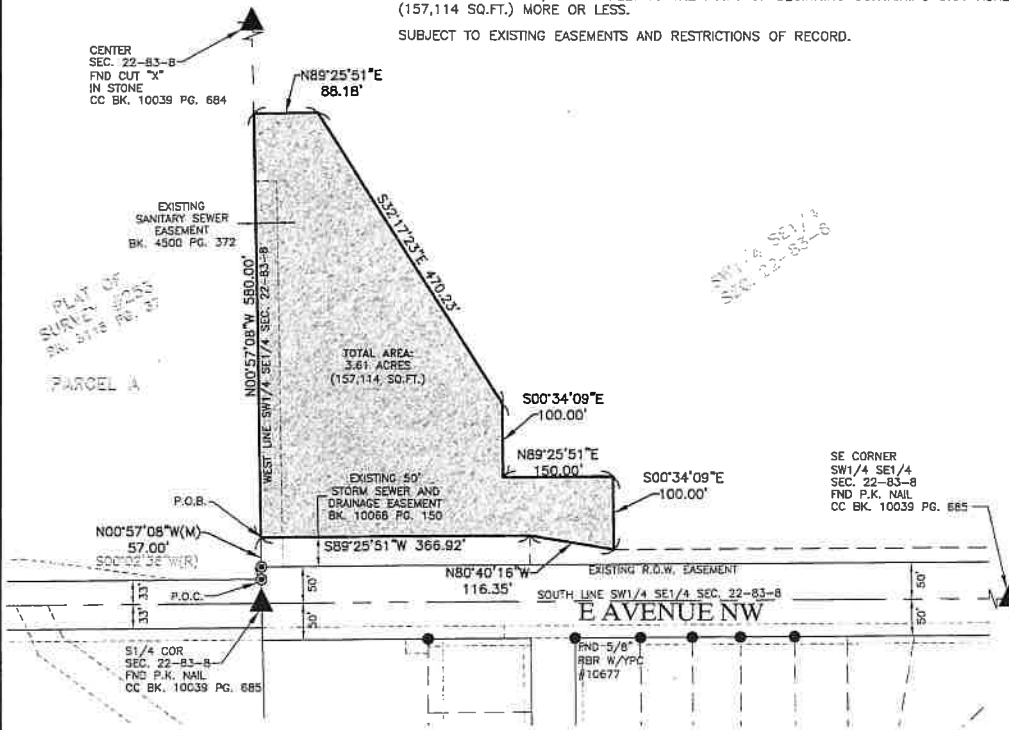
NOTES:

1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.
3. TEMPORARY EASEMENT WILL EXPIRE UPON COMPLETION OF CONSTRUCTION AND THE ACCEPTANCE OF THE CITY OF CEDAR RAPIDS.
4. 0.34 ACRES (14,614 SQ.FT.) OF PROPOSED TEMPORARY EASEMENT PARCEL LIES WITHIN THE EXISTING SANITARY SEWER EASEMENT FILED IN BOOK 4500, PAGE 372.

PROPRIETOR:
LINN COUNTY
GPN: 13224-51002-00000

Legal Description

TEMPORARY CONSTRUCTION EASEMENT OVER PART OF THE SOUTH 36 ACRES OF THE SW1/4 SE1/4 OF SECTION 22, TOWNSHIP-83-NORTH, RANGE-8-WEST OF THE 5TH P.M., CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF PARCEL A, PLAT OF SURVEY NO. 253;
THENCE N00°57'08"W ALONG THE EAST LINE OF SAID PARCEL A, 57.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N00°57'08"W ALONG SAID EAST LINE, 580.00 FEET;
THENCE N89°25'51"E, 88.18 FEET;
THENCE S32°17'23"E, 470.23 FEET;
THENCE S00°34'09"E, 100.00 FEET;
THENCE N89°25'51"E, 150.00 FEET;
THENCE S00°34'09"E, 100.00 FEET;
THENCE N80°40'16"W, 116.35 FEET;
THENCE S89°25'51"W, 366.92 FEET TO THE POINT OF BEGINNING CONTAINING 3.61 ACRES (157,114 SQ.FT.) MORE OR LESS.
SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.



Legend

- Boundary Line —————
- Adjoining Lot Line - - - - -
- Section Line ————
- Building Setback Line ······
- Found 5/8" Rebar (Unless Noted) ●
- Found 1/2" Rebar ○
- w/Orange Cap #18646
- Set 1/2"x30" Rebar
- w/Orange Cap #18646
- Set Section/Quarter Corner
- Found Section/Quarter Corner
- Measured (M)
- Record (R)
- Temporary Construction

TEMPORARY CONSTRUCTION
EASEMENT EXHIBIT
Project Number: 216042

PARCEL 7
0 VACANT LAND

Drawn By: MJS
Approved By: RRK
Date: 5/28/19
Scale: 1"=200'
Field Book #330
Field Survey: SEPTEMBER 2016

CEDAR RAPIDS
CITY OF IOWA

Client:

ANDERSON-BOGERT

Sheet No.
1
or
1

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This Memorandum of Understanding (hereinafter “MOU”) is entered into between Linn County Juvenile Detention Center and Mental Health/Disability Services of the East Central Region (ECR).

- I. **Funding of Mental Health and Disability Services for Coronavirus Disease 2019 (COVID-19) Relief.** In recognition that ECR has received funding from the Coronavirus Relief Fund (CRF) under the CARES Act, this MOU establishes an agreement between Linn County Juvenile Detention Center and ECR for the funding of COVID-19 related expenditures for mental health and disability services. The CARES Act requires that payments from CRF only be used to cover expenses that:
- i. Are necessary expenditures incurred due to the public health emergency with respect to COVID-19.
 - ii. Are not accounted for in the budget approved as of March 1, 2020.
 - iii. Are incurred between March 1, 2020 and June 30, 2021.
 - iv. Are expenses that have not been reimbursed from another source.

In consideration, the following responsibilities are assumed by the participating agencies:

- a. **Linn County Juvenile Detention Center Responsibilities.** Linn County Juvenile Detention Center hereinafter referred to as Contractor agrees to:

- i. Upon receipt of this agreement, submit an invoice for 50% of the approved amount to claims@ecriowa.us OR by mail to 210 5th Avenue NE, Independence, Iowa 50644.
- ii. Submit a final invoice for the remaining 50% and all receipts for funds spent to claims@ecriowa.us no later than June 11, 2021. **All funds not requested by this date will be forfeited by the requesting entity.** If any funds were not expended by the date of the invoice, but will be spent by June 30, a note indicating this amount should be included on the final invoice.
- iii. Notify ECR by **June 11, 2021 (06/11/21)** if 100% of the approved funds will not be expended and return, if any, all unspent amounts, to ECR by **06/11/21**, by mail to: 855 S. Dubuque St., Ste. 202B, Iowa City, IA 52240.
- iv. Provide information to ECR, as requested regarding the service category or population that will benefit from the award.
- v. Keep detailed records and receipts for five years that shall be able to show how funds were expended.
- vi. Provide the detailed records and receipts, if requested, to ECR by the end of the next business day or sooner if necessary due to an onsite or electronic ECR, state or federal audit.
- vii. Reimburse the funds to ECR if the contractor uses the funds for a purpose that a state or federal audit identifies was not allowable.
- viii. Correct identified deficiencies or findings by ECR staff and submit progress reports to any such corrective action plan.
- ix. Submit a W9 form if a contract with ECR has not already been established, maintain insurance and be an independent contractor according to the terms of the MOU.
- x. Provide MH/DS, or services related to individuals’ mental health or disability, to residents of ECR that are the result of or exacerbated by COVID-19. Goods purchased must be used to mitigate the effects of the pandemic.

- b. **ECR Responsibilities.** ECR agrees to:

- i. Pay 50% of requested funds when invoiced after the proposal and MOU are approved.

- ii. Follow the ECR Management Plan Policies and Procedures for payment of services: J. Service Provider Payment Provisions (p. 27).

II. Termination. This MOU will end Jun 30, 2021 unless terminated earlier in writing by any party for its convenience upon sixty (60) days prior written notice to the other party. The agreement is subject to revision due to legislation, updated federal or state guidance, change in operating practices and policies of the involved parties, or other factors, as agreed to by the involved parties. It may be amended by mutual written agreement of the parties.

III. Indemnification. Each party agrees to hold harmless all other parties (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney's fees, directly or indirectly arising out of or in connection with the indemnifying party's performance, or any service, or any other act or omission by or under the direction of the indemnifying party, or its officers, agents or employees.

IV. Notices. All notices related to this MOU shall be addressed as follows:

- a. To: ECR Chief Executive Officer
210 Jones Street
Suite 203
Dubuque, Iowa 52001
- b. To: Linn County Juvenile Detention Center

V. Service Definitions and Rates

Project Description	Units & Rate Each (if applicable)	Total Amount
Outpatient Therapy in the Juvenile Detention Setting	\$1,800 Monthly (February – June 2021)	\$9,000

OTHER TERMS:

This agreement has been executed by the parties hereto, through their duly authorized officials, and the effective date of this agreement is the 8th day of February.

ECR Chief Executive Officer:

Provider:

By: *Mae Hingtgen*

By: _____

Print Name: Mae Hingtgen

Print Name: _____

Print Title: ECR Chief Executive Officer

Print Title: _____

Date: 02/08/2021

Date: _____

Submit invoices to claims@ecriowa.us OR by mail to 210 5th Avenue NE, Independence, Iowa 50644.

DR-4457-IA TASK ORDER

This Task Order dated February 26, 2021, is issued under the Agreement by and between Tidal Basin Government Consulting LLC ("Consultant"), and the County of Linn, Iowa ("Client"), dated December 20, 2020 ("Agreement"). The Consultant shall perform the Services on the Project as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it applies to the Project described below.

PROJECT NAME: **August 10, 2020 Severe Storms (DR-4457-IA)**

PART 1.0 PROJECT DESCRIPTION:

To provide grant administration and other professional services to assist in all matters dealing with FEMA's Public Assistance Program and to support the Client in their financial recovery efforts from the severe storms that struck Linn County, Iowa on August 10, 2020, Presidentially Declared Disaster DR-4457-IA.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY CONSULTANT ON THE PROJECT:

1. The Consultant shall perform work, as directed, for grant application, administration, and management services as described in Exhibit A – "Scope of Work" of the Contract Agreement (Attachment A).
2. The Consultant shall perform duties implementing a remote model/on-site as needed for this task order as described in the scope of work summary (Attachment B).
3. The Consultant will provide guidance on execution of the Client's role and responsibilities under the FEMA Public Assistance Program in compliance with the Stafford Act, Post- Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013, applicable federal regulations and policies, and the administrative requirements of the State of Iowa.
4. The Consultant will assist the Client in developing and implementation appropriate document and information management to maximize opportunity for disaster relief funding.
5. The Consultant will meet often with Client to determine the Action Plan and keep the Client updated on progress of project development. The Client and Consultant will have an agreed upon weekly schedule meeting to discuss project status as well other important items, as necessary.
6. The Consultant will advise the Client regarding the eligibility of disaster-related losses and expenditures under the FEMA Public Assistance and Hazard Mitigation Programs.
7. The Consultant will make all reasonable efforts to track and document labor and expenditures for providing services under this Task Order in accordance with FEMA policy for reimbursement of costs of administering the Public Assistance Program

PART 3.0 DELIVERABLES AND ADDITIONAL SERVICES:

1. The Consultant will work with the Client to execute recovery from Presidentially Declared Disaster DR-4483-IA.
2. Maintain project document tracking system and matrix to support Client Project Worksheets (PWs) production, submittal, and payment.
3. Provide specific project work plans with specific project milestones, goals, and deliverables.
4. Gather with Client all documentation, and if needed, create documentation to support PW development.

5. Assist in development of PWs for Emergency Work and FEMA Category designations B.
6. Work with Client, FEMA, and the State to identify any potential outside funding sources such as the CARES Act.

PART 4.0 CLIENT'S RESPONSIBILITIES:

1. The Client will timely provide the Consultant with all documentation and information requested and make reasonable effort to provide access to Client representatives and staff as necessary to answer questions as needed.

PART 5.0 PERIODS OF SERVICE:

December 21, 2020 – December 31, 2021

PART 6.0 CONSULTANT'S COMPENSATION FOR SERVICES:

With the contract clauses and rates agreed to and signed on December 20, 2020 (Exhibit B – "Fee Structure") Tidal Basin proposes a Project Manager to be assigned to the Linn County, Iowa.

The estimated not-to-exceed limit is \$396,000 including labor related and non-labor related direct costs, as described, and outlined in table below.

The Project Manager to start on December 21, 2020 through December 31, 2021, minus holidays and weekends. The Not-To-Exceed costs are for labor related costs and non-labor related direct costs for the Project Manager.

Additional consultants will be added on Client's needs and agreed to with an amendment to this Task Order.

PART 7.0 EXECUTED PRIME AGREEMENT BETWEEN CONSULTANT AND CLIENT ATTACHED HERETO:

IN WITNESS WHEREOF, the parties have executed this Task Order as of the day and year first written above.

COUNTY OF LINN COUNTY
"CLIENT"

TIDAL BASIN GOVERNMENT CONSULTING, LLC
"CONSULTANT"

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

**LINN COUNTY
1888 COUNTY HOME ROAD
MARION, IOWA 52302**

**APPLICATION TO
"ADOPT-A-ROADSIDE"**

FOR OFFICE USE ONLY

Permit Number _____

County Road Name _____

☐ NEW ☐ RENEWAL ☐ GIS# _____

**TO BE COMPLETED BY SPONSOR
PLEASE PRINT CLEARLY**

Indian Creek Property Management

Name of Sponsor (Organization, Group or Individual)

Signature of Contact Person

Mike Mach

Mike Mach

5672 Sutton Rd, Coggon IA 52218

Mailing Address (Street, P.O. Box, City, State, Zip Code)

Telephone Number 319-654-6185 E-Mail Address indiancreekpm@gmail.com

The proposed work is located on West side of Sutton Road

from Hutchinson Rd to 1,135 ft south of Hutchinson

Approval is hereby requested to enter within the County Road right of way to perform the following described work (check all that apply):

☒ Litter removal ☒ Enhancement Planting* ☐ Other (describe) _____

*A sketch noting the quantity, location, and species must be attached to this application prior to Department granting approval. *See map on page 3*

AGREEMENTS:

The Sponsor(s) agrees that if granted a permit to do said work the following stipulations shall govern:

1. This application shall have been approved prior to Sponsor(s) beginning any operations as requested herein.
2. Sponsor(s) agree to indemnify and hold harmless Linn County, its Board of Supervisors, officers and employees from all liability, judgment, costs, expenses and claims growing out of damages, or alleged damages of any nature whatsoever to any person, property or third party arising out of the performance or nonperformance of said work.
3. No vehicles, equipment or materials are to be stored within the right of way. A vehicle may be allowed to be parked on the shoulder during times of litter pick up.
4. Right of way markers, signs and land monuments shall not be removed, altered or damaged.
5. This permit shall be subject to any laws now in effect or any laws which may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies.
6. The Sponsor(s) agrees to give Linn County forty-eight hours notice of intention to start operations. Notification shall be given to the Secondary Road Department, 1944 County Home Road, Marion, Iowa 52302, work phone number Monday through Friday 7:00 A.M. to 3:30 P.M. 892-6400.

7. Access to the work site will, where possible, be obtained from private property or other roadways and not from the traveled portion of the hard surfaced roadway.
8. The Sponsor(s) shall carry on the work as required and authorized by this agreement with serious regard to the safety of the traveling public, adjacent property owners and volunteers or employees of the Sponsor(s).
9. The Sponsor(s) acknowledges that all personnel involved in this project are initiators and volunteers directed by the Sponsor(s) and that the Sponsor(s) accept full responsibility for any injuries or damages sustained by or caused by such personnel. The Sponsor(s) acknowledges that they or their volunteers are in no way considered to be employees of the Linn County Board of Supervisors or the Linn County Secondary Road Department.

The Sponsor(s) and the Department further agree to the following terms and conditions of this agreement.

SPONSOR'S ADDITIONAL RESPONSIBILITY:

To perform the work specified in a satisfactory, safe and professional manner.

To provide adult supervision at the work site when volunteers or employees are 14 years of age or younger.

To obtain required supplies and materials as may be needed from the Secondary Road Department to carry out this agreement, during regular business hours, Monday through Friday 7:00 A.M. to 3:30 P.M.

To put in place traffic control signs at all times when the Sponsor(s) is doing work near the roadway and remove only when the work has been completed.

To place all trash bags used during collection of litter, adjacent to the Adopt-A-Roadway signs (if applicable), or at the ends of adopted sections, for pickup and disposal by the Department.

To plant all right of way harvested seed on either County road rights of way or other public grounds as approved.

To return all unused materials and supplies furnished by the Secondary Road Department, to the Main Shop within one week after the activity is completed.

DEPARTMENT'S RESPONSIBILITIES:

To erect a sign at each end of the adopted section with the Sponsor(s) name or acronym displayed (if requested).

To provide reflective vests, trash bags, safety literature, and other related materials, to the Sponsor(s).

To remove trash bags used for litter pickup by Sponsor(s).

To assist in removal of litter under unusual circumstances such as when large, heavy or hazardous items are found.

To assist in location and selection of enhancement plantings (if applicable).

PLEASE NOTE:

The Department reserves the right to terminate this agreement and remove Adopt-A-Roadway signs when in the sole judgment of the Department, it is found that the Sponsor(s) has not met the terms and conditions of this agreement.

FOR OFFICE USE ONLY

This agreement shall remain in force from _____, 20____ until _____, 20____. If this agreement includes litter removal the Sponsor agrees to pickup litter _____ (times) per year.

DEPARTMENT OF SECONDARY ROADS APPROVAL

FOR OFFICE USE ONLY

Recommended for Approval _____

Date March 9, 2021

Linn County Engineer

Approved _____

Date _____, 20____

Linn County Board of Supervisors



Work within Right-of-Way to consist of litter removal, suppression of existing vegetation (mowing, herbicide, etc) and planting native prairie grass/flower seed provided by Linn County

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourteenth day of September in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404

and the Architect:
(Name, legal status, address and other information)

Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-377-7604
Fax Number: 319-377-1175

for the following Project:
(Name, location and detailed description)

Linn County Derecho Evaluation and Assessment
Various locations throughout Linn County, Iowa.
Linn County Evaluation and Assessment of Damage from the Derecho August 10, 2020.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Phase 1: Property Assessment and Report of approximately 30 properties owned by Linn County. The Architect will document observed damages and if it is determined the property also needs assessment of structural, mechanical, electrical, or plumbing components then the Architect will engage the appropriate engineer. Each property walk includes identification and assessment of exterior conditions of the buildings and property. If the exterior damage is significant an interior assessment of the building will also be conducted to determine the extent of the damage. At the conclusion of this phase of work the Architect will provide to the Owner a comprehensive report of the damages observed and opinions of probable construction costs for each property. Each report will include required FEMA paperwork.

Phase 2: Construction Documents, Bidding, and Construction Administration of the properties identified from the Phase 1 report.

Refer to attached Exhibit B – Supplemental Services Table 4.1.1 dated September 14, 2020 for additional information regarding services that are and are not included in the Owner's program for the Project at this time.

§ 1.1.2 The Project's physical characteristics:

Init.

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Assessment of approximately 30 properties owned by Linn County.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined at the conclusion of Phase 1 services.

The Project's Scope and Architect's Fees are based on the Initial Information shown in this Agreement and no less than the Owner's budget for the Cost of the Work. Refer to Article 3.3.2 and 3.4.4 for changes to the Cost of the Work.

§ 1.1.4 The Owner's anticipated design and construction milestone dates. Milestone schedules will be maintained by the Architect during the course of the Project. The Architect will share with the Owner the initial Milestone schedule, and any subsequent changes to that schedule:

.1 Design phase milestone dates, if any:

Schematic Design Completion: To be determined on a per Project basis.

Construction Documents Completion: To be determined on a per Project basis.

.2 Construction commencement date:

To be determined on a per Project basis.

.3 Substantial Completion date or dates:

To be determined on a per Project basis.

.4 Other milestone dates:

Final Completion and Owner Acceptance: Thirty (30 days after the date of Substantial Completion.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Quotes for projects less than \$135,000.00 and Public Bidding for projects greater than \$135,000.00 as defined by the State of Iowa law.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not Applicable.
(Paragraph Deleted)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Darrin Gage, Director of Policy and Administration
935 2nd Street SW
Cedar Rapids, IA 52404
Telephone Number: 319-892-5101
Email Address: Darrin.gage@linncounty.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Linn County Board of Supervisors

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer: To be determined on a per Project basis.
- .2 Civil Engineer: To be determined on a per Project basis.
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Asbestos Testing and Abatement Contractor
Lead Based Paid Testing and Abatement Contractor
Moisture Mitigation Contractor

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Kyle Martin, AIA, LEED AP, President
Sarah Coleman, AIA, Project Manager
Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-200-8486
Fax Number: 319-377-1175
Email Address: sarahc@martingardnerarch.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services: (The Architect reserves the right to change Consultants, and will notify the Owner if such a change is required.

- .1 Structural Engineer (To be determined from the below selections as their workload permits):

M2B Structural Engineers
422 2nd Avenue SE
Suite B
Cedar Rapids, IA 52401
Telephone Number: 319-364-0666

Select Structural Engineering, LLC
606 14th Avenue SW
Cedar Rapids, IA 52404
Telephone Number: 319-365-1150

Init.

.2 Mechanical Engineer:

West Plains Engineering
215 2nd Avenue SE
Suite 200
Cedar Rapids, IA 52401
Telephone Number: 319-365-0030

.3 Electrical Engineer:

West Plains Engineering
215 2nd Avenue SE
Suite 200
Cedar Rapids, IA 52401
Telephone Number: 319-365-0030

§ 1.1.11.2 Consultants retained under Supplemental Services:

None known at this time.

§ 1.1.12 Other Initial Information on which the Agreement is based:

The Owner has completed property reviews their Insurance Company and Adjusters, Adjusters International/Tidal Basin. The Architect to complete assessments and reports of approximately 30 properties as identified by the Owner to receive funding to facilitate necessary repairs from FEMA.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated September 14, 2020.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Init.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

Init.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Design Development Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Schematic Design Phase Services.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design or Design Development Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Construction Documents Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Design Development Phase and subsequent phases of Services.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work

exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design, Design Development, or Construction Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Procurement Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Construction Documents Phase and subsequent phases of Services.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner

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and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an

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evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES - Omit the following table in Article 4.1.1 and replace with attached Exhibit B - Supplemental Services Table 4.1.1 dated September 14, 2020.

§ 4.1 Supplemental Services

§ 4.1.1 The services set forth in Exhibit B are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in Exhibit B as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	

§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated September 14, 2020.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated September 14, 2020.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner

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with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 The Architect shall provide site visits during construction of the Project as appropriate to the nature of the Project. Visits to the site by the Architect during construction are to be determined on a per Project basis. When this number is reached, the Architect shall notify the Owner. The Architect shall conduct site visits in excess of that number as an Additional Service; additional site visits will be charged for a flat rate of \$500.00 per visit
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents; additional meetings will be charged for a flat rate of \$500.00 per visit
- .4 One (1) inspections for any portion of the Work to determine final completion; additional meetings will be charged for a flat rate of \$500.00 per visit.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. Services past 60 days will be billed as an Additional Service using the Hourly Rates as shown in Article 11.7.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 Any services provided by the Architect more than Thirty (30) days after the date listed on the Certificate of Substantial Completion, not due to the fault of the Architect, shall be billed as an Additional Service using the hourly rates shown in Article 11.7.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated September 14, 2020.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope

of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

Init.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

See Article 14.1.14 in the attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated September 14, 2020.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Twenty Percent (20.00%) of the Architect's total fee as shown in Article 11.1 below.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
- .2 Percentage Basis
(Insert percentage value)
- .3 Other
(Describe the method of compensation)

Phase 1: Hourly at the Architect's Current Standard Hourly Rates as shown below in Article 11.7.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See attached Exhibit B - Supplemental Services Table 4.1.1 dated September 14, 2020.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Rates as shown in Article 11.7, unless a fee proposal is approved by the Architect at the time that the Additional Services are authorized.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

(Table Deleted)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Expert witness and testimony provided by the Architect will be billed at twice the hourly rates as shown below.

Employee or Category	Rate (\$0.00)
Principal Architect	\$185.00 per hour
Architect	\$125.00 - \$150.00 per hour
Project Manager	\$120.00 - \$160.00 per hour
Design Staff	\$115.00 - \$130.00 per hour
Business Manager	\$100.00 per hour
School Intern	\$50.00 per hour
Consultants	At their standard hourly rates.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

None known at this time.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The

Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

18.00 % per annum

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. See Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated September 14, 2020.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1.1 This Agreement shall include miscellaneous consulting for related or future projects that may be requested by the Owner. Such services will be charged for as an additional service using the hourly rates as shown in Article 11.7 above unless other fee arrangements are requested.

§ 12.1.2 For Change Orders to the Construction Contract amount during the construction phase of each project, arising not from an error or omission by the Architect, the compensation to the Architect shall be Ten percent (10.00%) of the change order amount, regardless if it is an increase or decrease, and will be charged for as an additional service lump sum payment per change order.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
(Paragraph Deleted)

(Paragraph Deleted)

.2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Additional Contract Provisions and Modifications to the Standard Contract dated September 14, 2020.
Exhibit B – Supplemental Services Table 4.1.1 dated September 14, 2020.

.3 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Stacey Walker, Chair Board of Supervisors
(Printed name and title)

ARCHITECT (Signature)

Kyle Martin, AIA, LEED AP, President
(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:51:14 ET on 02/08/2021.

PAGE 1

AGREEMENT made as of the Fourteenth day of September in the year Two Thousand Twenty

...

Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404

...

Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-377-7604
Fax Number: 319-377-1175

...

Linn County Derecho Evaluation and Assessment
Various locations throughout Linn County, Iowa.
Linn County Evaluation and Assessment of Damage from the Derecho August 10, 2020.

PAGE 2

TABLE OF ARTICLES

...

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

...

Phase 1: Property Assessment and Report of approximately 30 properties owned by Linn County. The Architect will document observed damages and if it is determined the property also needs assessment of structural, mechanical, electrical, or plumbing components then the Architect will engage the appropriate engineer. Each property walk includes identification and assessment of exterior conditions of the buildings and property. If the exterior damage is significant an interior assessment of the building will also be conducted to determine the extent of the damage. At the conclusion of this phase of work the Architect will provide to the Owner a comprehensive report of the damages

observed and opinions of probable construction costs for each property. Each report will include required FEMA paperwork.

Phase 2: Construction Documents, Bidding, and Construction Administration of the properties identified from the Phase 1 report.

Refer to attached Exhibit B – Supplemental Services Table 4.1.1 dated September 14, 2020 for additional information regarding services that are and are not included in the Owner's program for the Project at this time.

PAGE 3

Assessment of approximately 30 properties owned by Linn County.

...

To be determined at the conclusion of Phase 1 services.

The Project's Scope and Architect's Fees are based on the Initial Information shown in this Agreement and no less than the Owner's budget for the Cost of the Work. Refer to Article 3.3.2 and 3.4.4 for changes to the Cost of the Work.

...

§ 1.1.4 The Owner's anticipated design and construction milestone ~~dates:~~dates. Milestone schedules will be maintained by the Architect during the course of the Project. The Architect will share with the Owner the initial Milestone schedule, and any subsequent changes to that schedule:

...

Schematic Design Completion: To be determined on a per Project basis.

...

Construction Documents Completion: To be determined on a per Project basis.

...

To be determined on a per Project basis.

...

To be determined on a per Project basis.

...

Final Completion and Owner Acceptance: Thirty (30) days after the date of Substantial Completion.

...

Competitive Quotes for projects less than \$135,000.00 and Public Bidding for projects greater than \$135,000.00 as defined by the State of Iowa law.

...

Not Applicable.

PAGE 4

Darrin Gage, Director of Policy and Administration
935 2nd Street SW
Cedar Rapids, IA 52404
Telephone Number: 319-892-5101
Email Address: Darrin.gage@linncounty.org

...

Linn County Board of Supervisors

...

.1 Geotechnical Engineer: To be determined on a per Project basis.

...

.2 Civil Engineer: To be determined on a per Project basis.

...

Asbestos Testing and Abatement Contractor

...

Lead Based Paid Testing and Abatement Contractor

...

Moisture Mitigation Contractor

...

Kyle Martin, AIA, LEED AP, President
Sarah Coleman, AIA, Project Manager
Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302
Telephone Number: 319-200-8486
Fax Number: 319-377-1175
Email Address: sarahc@martingardnerarch.com

...

§ 1.1.11.1 Consultants retained under Basic Services: (The Architect reserves the right to change Consultants, and will notify the Owner if such a change is required.

...

.1 ~~Structural Engineer:~~Engineer (To be determined from the below selections as their workload permits):

...

M2B Structural Engineers

...

422 2nd Avenue SE

...

Suite B

...

Cedar Rapids, IA 52401

...

Telephone Number: 319-364-0666

...

Select Structural Engineering, LLC

...

606 14th Avenue SW

...

Cedar Rapids, IA 52404

...

Telephone Number: 319-365-1150

PAGE 5

West Plains Engineering

...

215 2nd Avenue SE

...

Suite 200

...

Cedar Rapids, IA 52401

...

Telephone Number: 319-365-0030

...

West Plains Engineering

...

215 2nd Avenue SE

...

Suite 200

...

Cedar Rapids, IA 52401

...

Telephone Number: 319-365-0030

...

None known at this time.

...

The Owner has completed property reviews their Insurance Company and Adjusters, Adjusters International/Tidal Basin. The Architect to complete assessments and reports of approximately 30 properties as identified by the Owner to receive funding to facilitate necessary repairs from FEMA.

...

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated September 14, 2020.

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§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

PAGE 7

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Design Development Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Schematic Design Phase Services.

...

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

...

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Any changes requested by the Owner to the Schematic Design or Design Development Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Construction Documents Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Design Development Phase and subsequent phases of Services.

...

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

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If the estimate of the Cost of the Work increases by Ten Percent (10.00%) or more from the Owner's budget for the Cost of the Work provided in the Initial Information, not due to the fault of the Architect, the Architect reserves the right to increase its Compensation set forth in Article 11 by the percentage that the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work provided in the Initial Information or by an amount agreed upon by the Owner in advance.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's

approval. Any changes requested by the Owner to the Schematic Design, Design Development, or Construction Documents, after the Owner has previously given approval of these documents, will be charged for as an Additional Service at the hourly rates as shown in Article 11.7, or by an amount agreed upon in advance. The Architect will not proceed with the Procurement Phase of Services until the Owner has paid in full, or made a good faith payment or payments for the Construction Documents Phase and subsequent phases of Services.

...

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

...

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors. Additional Services will be charged at the hourly rates shown in Article 11.7 when substitutions require extensive research greater than two (2) hours of the Architect or Architect's Consultant time, per substitution.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES - Omit the following table in Article 4.1.1 and replace with attached Exhibit B - Supplemental Services Table 4.1.1 dated September 14, 2020.

...

§ 4.1.1 The services ~~listed below~~ set forth in Exhibit B are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below Exhibit B as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

PAGE 13

See attached Exhibit B - Supplemental Services Table 4.1.1 dated September 14, 2020.

...

See attached Exhibit B - Supplemental Services Table 4.1.1 dated September 14, 2020.

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 ~~(--)~~ visits The Architect shall provide site visits during construction of the Project as appropriate to the nature of the Project. Visits to the site by the Architect during construction are to be determined on a per Project basis. When this number is reached, the Architect shall notify the Owner. The Architect shall conduct site visits in excess of that number as an Additional Service; additional site visits will be charged for a flat rate of \$500.00 per visit

...

- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~Documents~~; additional meetings will be charged for a flat rate of \$500.00 per visit

...

- .4 One (1) inspections for any portion of the Work to determine final ~~completion~~ completion; additional meetings will be charged for a flat rate of \$500.00 per visit.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. Services past 60 days will be billed as an Additional Service using the Hourly Rates as shown in Article 11.7.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

§ 4.2.6 Any services provided by the Architect more than Thirty (30) days after the date listed on the Certificate of Substantial Completion, not due to the fault of the Architect, shall be billed as an Additional Service using the hourly rates shown in Article 11.7.

...

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. See attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated September 14, 2020.

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section ~~11.3~~; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

PAGE 18

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of~~

~~this Agreement mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. Agreement.~~ The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

[X] Litigation in a court of competent jurisdiction

PAGE 19

§ 8.3 Arbitration

...

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

...

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

...

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

§ 8.3.4 Consolidation or Joinder

...

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration~~

permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

...

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

...

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

See Article 14.1.14 in the attached Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated September 14, 2020.

...

Twenty Percent (20.00%) of the Architect's total fee as shown in Article 11.1 below.

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~~§ 10.1~~ This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice-of-law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 located.

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~~(-) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~

...

Phase 1: Hourly at the Architect's Current Standard Hourly Rates as shown below in Article 11.7.

...

See attached Exhibit B - Supplemental Services Table 4.1.1 dated September 14, 2020.

...

Hourly Rates as shown in Article 11.7, unless a fee proposal is approved by the Architect at the time that the Additional Services are authorized.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00 %), or as follows:

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User Notes:

(3B9ADA49)

...

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

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Expert witness and testimony provided by the Architect will be billed at twice the hourly rates as shown below.

...

<u>Principal Architect</u>	<u>\$185.00 per hour</u>
<u>Architect</u>	<u>\$125.00 - \$150.00 per hour</u>
<u>Project Manager</u>	<u>\$120.00 - \$160.00 per hour</u>
<u>Design Staff</u>	<u>\$115.00 - \$130.00 per hour</u>
<u>Business Manager</u>	<u>\$100.00 per hour</u>
<u>School Intern</u>	<u>\$50.00 per hour</u>
<u>Consultants</u>	<u>At their standard hourly rates.</u>

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

...

None known at this time.

...

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

PAGE 23

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

18.00 % per annum

...

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. See Exhibit A - Additional Contract Provisions and Modifications to the Standard Contract dated September 14, 2020.

...

§ 12.1.1 This Agreement shall include miscellaneous consulting for related or future projects that may be requested by the Owner. Such services will be charged for as an additional service using the hourly rates as shown in Article 11.7 above unless other fee arrangements are requested.

§ 12.1.2 For Change Orders to the Construction Contract amount during the construction phase of each project, arising not from an error or omission by the Architect, the compensation to the Architect shall be Ten percent (10.00%) of the change order amount, regardless if it is an increase or decrease, and will be charged for as an additional service lump sum payment per change order.

...

~~2~~—AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

...

(Insert the date of the E203 2013 incorporated into this agreement.)

...

~~3~~—2 Exhibits:

...

[X] Other Exhibits incorporated into this Agreement:

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Exhibit A – Additional Contract Provisions and Modifications to the Standard Contract dated September 14, 2020.

...

Exhibit B – Supplemental Services Table 4.1.1 dated September 14, 2020.

...

~~4~~—3 Other documents:

...

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kyle Martin, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:51:14 ET on 02/08/2021 under Order No. 3982459673 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Date: September 14, 2020

Project Name: Linn County Derecho Evaluation and Assessment

Exhibit A to Contract AIA B101-2017

Additional Contract Provisions and Modifications to the Standard Contract

14.1 ADDITIONAL CONTRACT PROVISIONS AND MODIFICATIONS TO THE STANDARD CONTRACT

14.1.2 Deficiencies in Services: Payment by the Owner of any invoice of the Architect without any written objection shall be interpreted to mean that the Owner is satisfied with the Architect's services reflected in the invoice and is not aware in any deficiencies in the Architect's services.

14.1.3 Disputed Invoices: If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect within ten (10) calendar days of the receipt of the invoice. The Owner shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated in paragraph 11.10.2.1 shall be paid by the Owner on all disputed invoiced amounts resolved in the Architect's favor and unpaid for more than thirty (30) calendar days after date of submission.

14.1.4 Collection Costs: In the event legal action is necessary to enforce the payment provisions of the Agreement, the Architect shall be entitled to collect from the Owner any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Architect in connection therewith and, in addition, the reasonable value of the Architect's time and expenses spent in connection with such collection action, computed at the Architect's prevailing fee schedule and expense policies.

14.1.5 Defects in Service: The Owner shall promptly report to the Architect any defects or suspected defects in the Architect's work or services of which the Owner becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. The Owner warrants that he or she will impose a similar notification requirement on all contractors in his or her Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Owner, and the Owner's contractors or subcontractors to notify the Architect, shall relieve the Architect of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

14.1.6 Electronic Files: Communication and information transfer is being conducted for this project in electronic form. The information and communications may include email, word processing, drawings, and other file transfers. It is acknowledged by the Owner that the information is being shared in this manner. Meetings where options and modifications are reviewed or discussed may only have information shared visually. Nothing in this agreement shall imply that the Architect is promising to supply computer software or hardware to the Owner or any Consultants or Contractors.

14.1.6.1 Electronic data formats for information to be shared with the Owner will include but not necessarily be limited to Adobe, Microsoft, and AutoCAD formats. Any changes to the electronic data formats by either the Owner or the Architect are subject to review and acceptance by the other party. Should the Owner be unable to utilize the file formats listed above, the Owner should at once notify the Architect of the problem. The Architect will endeavor to transfer the information into a different format, but shall not be responsible at any time to provide the Owner with software needed to read any data of any electronic data format. If the Architect is required to expend additional effort to incorporate changes to the electronic data formats made by the Owner, these efforts shall be compensated for as Additional Services. Should the Owner request that any Instruments of Service, progress or final construction documents, specifications, or correspondence be transmitted in electronic form to the Owner the terms of this agreement shall be extended to any electronic files, CADD or word-processing files, which are produced by the Architect for this project.

Date: September 14, 2020

Project Name: Linn County Derecho Evaluation and Assessment

14.1.6.2 In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Architect, the Owner agrees that all such electronic files are instruments of service of the Architect, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

14.1.6.3 The Owner agrees not to reuse these electronic files, in whole or in part, for any purposes other than for the Project. The Owner agrees not to transfer these electronic files to others without the prior written consent of the Architect. The Owner further agrees to waive all claims against the Architect resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect.

14.1.6.4 Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic files shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

14.1.6.5 The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Architect and electronic files, the signed or sealed hard-copy construction documents shall govern.

14.1.6.6 In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Architect or from any reuse of the electronic files without the prior written consent of the Architect.

14.1.6.7 Under no circumstances shall delivery of electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner's use or reuse of the electronic files.

14.1.7 **Changed Conditions:** The Owner and Architect agree that when changes in the project, this agreement may need to change. Changes may be required in light of occurrences or discoveries that were not originally contemplated or known by the Architect. Changes in the project which may necessitate re-negotiation of this contract shall include but not be limited to changes in the project scope, project budget, subsoil conditions, project delivery methods, regulatory changes or interpretations, and actions on the part of the Owner or Contractors that prolong the construction process, which are not the fault of the Architect. Should the Architect call for contract re-negotiation, the Architect shall identify the specific condition necessitating re-negotiation and the contract changes required. The Owner shall promptly respond to this notification and accept the change, propose an alternate contract modification or reject this change. Either party has the right to terminate this agreement in accordance with Article 9 of this Agreement.

14.1.8 **Code Compliance:** The Architect will exercise usual and customary professional care in his or her efforts to comply with all codes, regulations, and laws in effect as of the date of submission to local building code authorities. The Owner shall inform the Architect of any codes, regulations, or laws which are applicable to this project, and for which the Owner has information not commonly available within the construction industry.

Date: September 14, 2020

Project Name: Linn County Derecho Evaluation and Assessment

- 14.1.9 Confidential Communications: The Architect may be required to report on the past or current qualifications and performance of others engaged or being considered for engagement directly or indirectly by the Owner, and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may as a consequence initiate claims of libel or slander or other claim against the Architect. To help create an atmosphere in which the Architect feels free to express himself candidly in the interest of the Owner, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect, its officers, directors, employees and subconsultants (collectively Architect) harmless from any claim, liability, or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from such professional opinions and reports rendered by the Architect to the Owner or Owner's agents. For publicly bid projects the Architect will comply with public policy in reporting the reliability of the Contractor. The Architect will provide references of past experience with the Contractor, but the decision to hire the Contractor is solely that of the Owner.
- 14.1.10 Known and Suspected Environmental Hazards: This paragraph supplements information outlined in Article 5. In consideration of the substantial risks to the Architect posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, his officers, directors, employees, agents, and independent consultants and any of them from all claims and losses, including reasonable attorney's fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court forum of competent jurisdiction that the claims at issue are a direct result of the sole negligence of the Architect. The Architect will cooperate with the Owner to have hazardous material testing conducted on the project by a laboratory certified for this type of testing. If materials are identified in the course of that testing, the Owner agrees to hire a certified mitigation company to remove such materials from the project prior to start of the construction.
- 14.1.11 Contingency Fund: This paragraph supplements information outlined in Article 6 and specifically paragraph 6.3. The Owner and the Architect acknowledge that changes may be required because of possible changes in the Owner's requirements, omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Owner agrees to set aside a reserve in the amount of ten (10) percent of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or his subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.
- 14.1.12 Architect Services: Should the services of the Architect not be continued beyond the schematic or design development phases of this contract, it is understood that the drawings and other instruments of services are preliminary and not meant for construction. Further the Owner agrees to indemnify and hold harmless the Architect from any claims which may arise out of the use of such schematic designs for construction purposes.
- 14.1.13 Termination or Suspension of Services: In the event that the Owner fails to make payment upon any invoice within 60 days of the invoice date, the Architect may suspend or terminate services at his option in accordance with Article 9. The Architect also shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the Owner and shall be entitled to termination expenses. Should the Architect agree to restart services on the project, he shall have the right to compensation for expenses incurred in the interruption and resumption of the Architect's services.

Date: September 14, 2020

Project Name: Linn County Derecho Evaluation and Assessment

14.1.14 Termination Expenses: These expenses are in addition to compensation for contracted services, and include expenses, which are directly attributable to termination. Termination Expenses shall be the greater of One Thousand Dollars and Zero Cents (\$1,000), the actual documented cost of termination, or the amount computed as a percentage of the total compensation for the project earned to the time of termination as follows:

- 14.1.14.1 Twenty percent of the total compensation earned to date if termination occurs before or during the predesign, site analysis, master planning, schematic design, or similar project phase; or
- 14.1.14.2 Ten percent of the total compensation for services earned to date if termination occurs during the design development phase; or
- 14.1.14.3 Five percent of the total compensation for services earned to date if termination occurs during any subsequent phase;

Section	Supplemental Service	Description of Service	Phase of Service Provided	Party Responsible for Providing Additional Service	Location of Service or Document Reflecting Service Provided	Conditions or Extent of Services
4.1.1	<u>Programming</u>	Identification of building uses and the spaces required to meet these uses.	Phase 2: Programming Phase	Architect	Incorporated in Schedule of Spaces developed in Schematic Plans.	Any programmatic changes after the Schematic Design has been approved by the Owner will be billed for as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.2	<u>Multiple Preliminary Designs</u>	Providing more initial design concepts than the agreed upon amount.	Phase 2: Schematic Design	Architect	Incorporated in Schematic Plans.	No more than two (2) exterior schemes for Owner consideration per Project. Each additional scheme will be billed for as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.3	<u>Measured Drawings</u>	Field verifying critical dimensions of existing buildings or site.	Phase 2: Programming Phase/Schematic Design	Architect	Incorporated in Schematic Plans.	If additional field measurements or site survey for concealed conditions is required this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.4	<u>Existing Facilities Surveys</u>	Field verifying conditions of the existing structure and identification of conditions requiring attention.	Phase 1: Property Assessment and Report	Architect	Phase 1: Property Assessment and Report	Included as a part of Phase 1 services.
4.1.5	<u>Marketing/Fundraising</u>	Activities requested by the Owner and/or outside Fundraising Consultant for the Project.	Not Provided	Owner and/or Fundraising Consultant	Not Provided	If additional renderings are requested by the Owner or Fundraising Consultant other than what is shown in the Architect's proposal for services, then those services shall be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.6	<u>Site Evaluation and Planning AIA Agreement B203-2017</u>	Analyzing and proposing alternative conceptual designs on alternate available building sites.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.7	<u>Building Information Modeling (BIM)</u>	Computerized identification and coordination of building systems in a graphic environment.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.8	<u>Civil Engineering</u>	Design of the site for the proposed building.	Not Provided	Civil Engineer	Construction Documents.	Should a Civil Engineer be required for the Project the Architect will solicit a Civil Engineer.
4.1.9	<u>Landscape Design</u>	Selection of decorative and sustainable plantings to surround the building and site.	Not Provided	Architect and/or Landscape Architect and/or Civil Engineer	Not Provided	Architect and Civil Engineer will coordinate planting of grass around the building. Decorative landscaping will be provided by the Owner, volunteers, or through a separate design contract with a landscaper or Landscape Architect. Architect will assist owner in obtaining proposals from landscapers if desired.
4.1.10	<u>Architectural Interior Design</u>	Selection of wall, floor, ceiling, wood trim, doors, door frame, and other miscellaneous building construction related finishes and colors.	Not Provided	Architect	Schematic Design and Construction Documents	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.11	<u>Value Analysis AIA Document B204-2007</u>	Detailed comparative analysis of cost comparisons.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.12	<u>Detailed Cost Estimating</u>	Provide construction costs in detailed format similar to the detail assembled by Contractors in preparing bids for the project.	Not Provided	Owner/General Contractor	Not Provided	The Architect provides opinions of construction cost as a part of basic services. These opinions provide some breakdown of costs. Detailed breakdown of costs can be obtained from specialized project estimating services that can be retained as an Additional Service.
4.1.13	<u>Bid Alternates</u>	A bid alternate is a defined portion of the Project that is priced separately and thus provides an option for the Owner in determining the final scope of the Project during bidding and is reflected in the Construction Documents. Alternates provide the Owner with a choice between different products or can define the addition or deletion of a portion of the Project.	Not Provided	Architect	Construction Documents and Bidding	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.

Section	Supplemental Service	Description of Service	Phase of Service Provided	Party Responsible for Providing Additional Services	Location of Service or Document Reflecting Service Provided	Conditions or Extent of Service
4.1.14	<u>Multiple Bid Packages</u>	Bidding the project in multiple bid packages rather than one lump sum bid amount.	Not Provided	Architect	Construction Documents and Bidding	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.15	<u>Re-Bidding</u>	Rejection of the Project bids at the Owner's discretion and modifications of the Project scope for re-bidding purposes as reflected in revised Construction Documents for bidding.	Not Provided	Architect	Construction Documents and Bidding	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.16	<u>Value Engineering</u>	Changes to the Construction Documents after bids have been received in order to reduce the Project cost and/or scope.	Not Provided	Architect/Contractor	Construction Documents and Bidding	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.17	<u>Extended On Site Project Representation</u>	Representation on the site by members of the Architectural team on a daily or extended basis. Basic services are outlined in Section 3.6.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.18	<u>Confirmed Construction Documents</u>	A separate set of drawings prepared after bidding has completed to document any changes made during the bidding process. Normally not provided at this scale of project.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.19	<u>As-Designed Record Drawings</u>	These are drawings which represent every design change in the project. These and As-Built Record Drawings are combined on this scale of project.	Provided as part of 4.1.19	Architect	See 4.1.19	If the Owner requests separate As-Designed Record Drawings, this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.20	<u>As-Constructed Record Drawings</u>	Drawings prepared at the end of the Construction Phase which reflect changes made in the project during construction. These drawings are prepared as the project progresses during construction. Each construction trade records their changes. The final record is submitted to the Architect for review prior to transmittal to the Owner.	Phase 2: Construction Phase	General Contractor (Included in services covered by the Construction Contract.)	As-Built Drawings: Architect's review of the as-built drawings prepared by the Contractor is included in the services covered by this agreement.	If the Owner is requesting separate As-Built Record Drawings to be provided by the Architect, this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.21	<u>Post Occupancy Evaluation</u>	A formal review process hosted by the Architect for building users.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.22	<u>Facility Support Services AIA Document B210-2017</u>	Documentation and surveys that support the operation of the facility.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.23	<u>Tenant Related Services</u>	For use in buildings with rentable area.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.24	<u>Architect Coordination of Owner's Consultants</u>	Answer questions, finalize pricing, and coordinate installation of equipment and systems provided by parties contracted for by the Owner directly and separate from the building design team.	As needed by the Owner	Architect	Not Provided	Possible separate consultants hired by the Owner include but are not limited to telephone equipment, data, security, and furniture.
4.1.25	<u>Telecommunications/Data Design</u>	Specify and obtain pricing for telecommunications and data systems for the building. Coordinate final installation of systems with supplier and/or installer.	Not Provided	Owner/Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.26	<u>Security Evaluation and Planning AIA Document B206-2007</u>	Study of security needed for high level threats to building occupants. The AIA Contract Document B206-2007 includes extensive site and building design for security planning that go far beyond the budget of this project.	Not Provided	Owner/Architect	Basic Services	The Architect will provide as a part of this agreement for services, information about door security and other electronic systems. Floor plan design will consider visual security of the project. No dedicated studies or use of security consultants is included in the Project.
4.1.27	<u>Commissioning AIA Document B211-2007</u>	Commissioning is a process required as a part of the start up of LEED projects and certain Grant Programs.	Not Applicable	Architect and Commissioning Agent	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.28	<u>Sustainable Project Services pursuant to Section 4.1.3 AIA Document E204-2017</u>	Sustainability services as required in AIA Document E204-2017, Sustainable Projects Exhibit.	Not Provided	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.

Section	Supplemental Service	Description of Service	Phase of Service Provided	Party Responsible for Providing Additional Service	Location of Service or Document Reflecting Service Provided	Conditions or Extent of Services
4.1.29	<u>Extensive Environmentally Responsible Design</u>	Analysis of the entire universe of environmental responses to the building design and process. This has not been defined as a goal of the Owner for this Project.	Not Applicable	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.30	<u>LEED Certification AIA Document B214-2007</u>	LEED Certification has not been identified as a goal of the Owner for this Project.	Not Applicable	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.31	<u>Fast-Track Design Services</u>	This is a method of building design where a building starts construction before Construction Documents are completed. This has not been identified as a goal of the Owner for this Project.	Not Applicable	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.32	<u>Historic Preservation AIA Document B205-2007</u>	For use in historically significant or designated structures.	Not Applicable	Architect	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.
4.1.33	<u>Furniture, Furnishings, and Equipment Design AIA Document B253-2007</u>	Selection, specification, and pricing of furniture, furnishings, and equipment for the Project.	Not Applicable	Architect and/or Interior Designer	Not Provided	If requested this would be provided as an Additional Service at the hourly rates as shown in Article 11.7, or at a fee agreed upon in advance.

PARTIAL ACQUISITION CONTRACT

COUNTY OF LINN
PROJECT NO. LOST-BEAR CREEK RD(22)
PARCEL NO. # 2 GPN: 121737600300000

THIS AGREEMENT made and entered into this 5 day of FEB., 2021, between
Lewis Family Rev Trust of Linn County, Iowa (hereinafter OWNER) and County of Linn, State of Iowa, (hereinafter LINN COUNTY).
In consideration of the mutual promises herein, the OWNER hereby agrees to convey to LINN COUNTY a Warranty Deed for public
road purposes to the real estate situated in Section 17, Township 84 North, Range 8 West, in Linn County, State of Iowa.

A portion of the SE 1/4 SW 1/4 Section 17, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the SW Corner of said SE 1/4 SW 1/4;
Thence N01° 17' 53"W - 275.00 feet along the west line of said SE 1/4 SW 1/4;
Thence N89° 33' 36"E - 37.12 feet to a point on the existing east ROW line of Hollenbeck Road;
Thence S17° 19' 27"E - 51.65 feet;
Thence S00° 26' 24"E - 225.00 feet to a point on the south line of said SE 1/4 SW 1/4;
Thence S88° 54' 27"W - 15.00 feet along said south line to said east ROW line;
Thence S88° 54' 27"W - 33.00 feet along said south line to the Point of Beginning.

Said parcel contains 13,381 sf or 0.31 acres.

The parties hereby agree that possession of the premises described is the essence of this contract and that LINN COUNTY may take immediate possession of the premises upon the execution of this contract for the purposes above set forth, and OWNER further agrees to convey to LINN COUNTY a Warranty Deed of the above described real estate. LINN COUNTY agrees to purchase, by Warranty Deed, the above described real estate and to pay OWNER thereon the consideration hereinafter to named upon delivery of said Warranty Deed. Should the roadway as finally located require none of the real estate described, this contract shall be null and void. OWNER agrees to pay all liens and assessments against premises including all taxes payable until surrender of possession.

This contract sets forth all agreements between the parties and by their execution hereof, the parties agree that no representations or guarantees have been made other than those set out fully herein. In consideration of the sum hereinafter named OWNER consents to the establishment, realignment or any change of grade of said roadway and waives any and all claims for damages arising therefrom.

OWNER WARRANTS that there are no tenants on the premises holding under lease except: N/A.

LINN COUNTY agrees that any drain tile which are located within the premises and are damaged by highway construction shall be repaired at no expense to the OWNER. LINN COUNTY shall have the right of entry upon OWNER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile.

OWNER states and warrants that there to his actual knowledge with no obligation to investigate, is no known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.

These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

LAND	0.090 acres.	\$500.00
DAMAGES		\$0
FENCE		\$0

TOTAL CONSIDERATION TO BE PAID BY LINN COUNTY TO OWNER \$500.00

Lee C. Lewis
Lee Lewis

State of Iowa
County of Linn
On this 5th day of February A.D. 2021 before me Beth J. Rathje, personally
appeared Lee C. Lewis, to me known to be the person(s) named in and who executed the
foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



LINN COUNTY, IOWA

Chairperson

APPROVAL RECOMMENDED
Beth J. Rathje
County Engineer

Agreed upon items as part of this contract:

1. The existing fence shall be removed and replaced along the new right-of-way line by Linn County's contractor during the scheduled road project. This work will be at Linn County's cost.


County Engineer


Lee Lewis

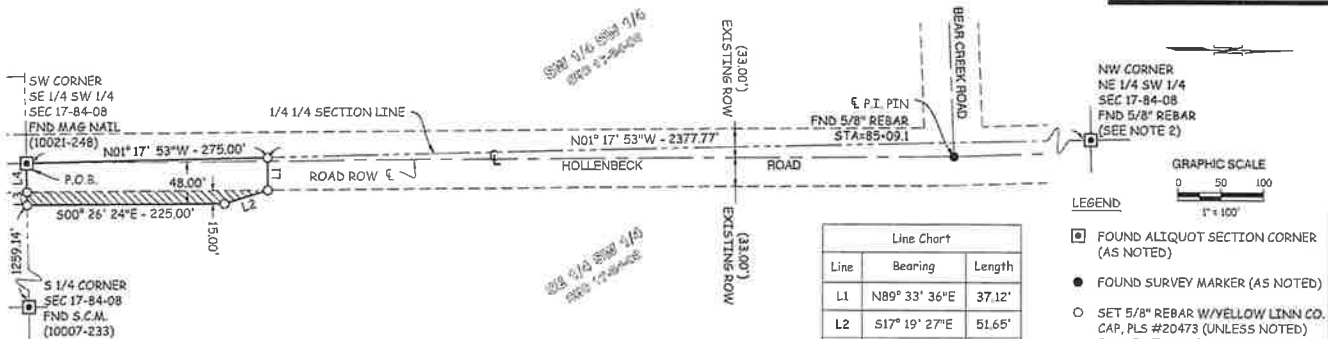
2000

INDEX LEGEND

Location: SE SW SECTION 17-84-08
 Requestor: Linn County Secondary Roads
 Proprietor: Lee C. Lewis and Marcia D. Lewis, Trustees
 Lewis Family Revocable Trust
 Surveyor: Curtis Logan, P.L.S., P.E.
 Company: Linn County Secondary Roads
 Return To: 1888 County Home Road
 Marion, IA 52302 Ph:319.892.6400

EXHIBIT "A" - ACQUISITION PLAT PROJECT NO. L-BEAR CREEK(22) SE 1/4 SW 1/4 SECTION 17, T84N, R8W LINN COUNTY, IOWA

FOR RECORDER'S USE ONLY



Legal Description -

A portion of the SE 1/4 SW 1/4 Section 17, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the SW Corner of said SE 1/4 SW 1/4;
 Thence N01° 17' 53"W - 275.00 feet along the west line of said SE 1/4 SW 1/4;
 Thence N89° 33' 36"E - 37.12 feet to a point on the existing east ROW line of Hollenbeck Road;
 Thence S17° 19' 27"E - 51.65 feet;
 Thence S00° 26' 24"E - 225.00 feet to a point on the south line of said SE 1/4 SW 1/4;
 Thence S88° 54' 27"W - 15.00 feet along said south line to said east ROW line;
 Thence S88° 54' 27"W - 33.00 feet along said south line to the Point of Beginning.

Said parcel contains 13,381 sf or 0.31 acres.

ACQUISITION PLAT
 LINN COUNTY, IA PARCEL No. 2
 ACQUIRED FROM: LEE C. LEWIS AND MARCIA D. LEWIS
 PRESENT ROW AREA: 0.22 ACRES
 NEW ROW AREA: 0.09 ACRES
 TOTAL ROW AREA: 0.31 ACRES

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

PRELIMINARY

Curtis Logan
 My license renewal date is December 31, 2022
 Pages or sheets covered by this seal: Sheet 1 of 1

NOTES:

- Section Corners and existing ROW control corners were surveyed in June/November 2020, using RTK GPS on 5PC, NAD83, 2011 Adjustment Datum.
- Original P.I. pin surveyed in March of 1938, marking the SE Corner of the SW 1/4 NW 1/4, Section 17-84-08. See field book #464, page 35 at the Linn County Engineers Office.

Secondary Road Department

ACQUISITION PLAT
 PROJECT NO. L-BEAR CREEK(22)
 SE 1/4 SW 1/4 SECTION 17, T84N, R8W
 LINN COUNTY, IOWA

PLAT DATE: 01-11-2021
 SURVEY DATE: JUNE 2020
 SCALE: 1" = 100'
 SHEET 1 OF 1

PARTIAL ACQUISITION CONTRACT

COUNTY OF LINN
PROJECT NO. LOST-BEAR CREEK RD(22)
PARCEL NO. #3 GPN: 122020100200000

THIS AGREEMENT made and entered into this 5 day of Feb., 2021, between
Lewis Family Rev Trust of Linn County, Iowa (hereinafter OWNER) and County of Linn, State of Iowa, (hereinafter LINN COUNTY).
In consideration of the mutual promises herein, the OWNER hereby agrees to convey to LINN COUNTY a Warranty Deed for public
road purposes to the real estate situated in Section 20, Township 84 North, Range 8 West, in Linn County, State of Iowa.

A portion of the NE 1/4 NW 1/4 Section 20, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the NW Corner of said NE 1/4 NW 1/4;
Thence N88° 54' 27"E - 33.00 feet along the north line of said NE 1/4 NW 1/4 to a point on the existing east ROW line of Hollenbeck
Road;
Thence N88° 54' 27"E - 15.00 feet along said north line;
Thence S01° 18' 28"E - 200.00 feet;
Thence S15° 26' 59"W - 52.03 feet to a point on said east ROW line;
Thence S88° 41' 32"W - 33.00 feet to a point on the west line of said NE 1/4 NW 1/4;
Thence N01° 18' 28"W - 250.00 feet along said west line to the Point of Beginning.

Said parcel contains 11,623 sf or 0.27 acres.

The parties hereby agree that possession of the premises described is the essence of this contract and that LINN COUNTY may take
immediate possession of the premises upon the execution of this contract for the purposes above set forth, and OWNER further agrees to
convey to LINN COUNTY a Warranty Deed of the above described real estate. LINN COUNTY agrees to purchase, by Warranty Deed,
the above described real estate and to pay OWNER thereon the consideration hereinafter to named upon delivery of said Warranty Deed.
Should the roadway as finally located require none of the real estate described, this contract shall be null and void. OWNER agrees to pay
all liens and assessments against premises including all taxes payable until surrender of possession.

This contract sets forth all agreements between the parties and by their execution hereof, the parties agree that no representations or
guarantees have been made other than those set out fully herein. In consideration of the sum hereinafter named OWNER consents to the
establishment, realignment or any change of grade of said roadway and waives any and all claims for damages arising therefrom.

OWNER WARRANTS that there are no tenants on the premises holding under lease except: N/A.

LINN COUNTY agrees that any drain tile which are located within the premises and are damaged by highway construction shall be
repaired at no expense to the OWNER. LINN COUNTY shall have the right of entry upon OWNER'S remaining property along the right
of way line, if necessary, for the purpose of connecting said drain tile.

OWNER states and warrants that there to his actual knowledge with no obligation to investigate, is no known well, solid waste disposal
site, hazardous substances, nor underground storage tanks on the premises described and sought herein.

These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration
of Value by the Code of Iowa.

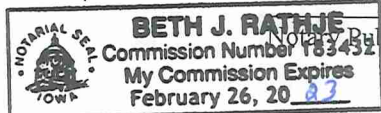
LAND 0.080 acres. \$500.00
DAMAGES \$0
FENCE \$0

TOTAL CONSIDERATION TO BE PAID BY LINN COUNTY TO OWNER \$500.00

Lee Lewis
Lee Lewis

State of Iowa)
County of Linn)ss

On this 5m day of February A.D. 2021 before me Beth J. Rathje, personally
appeared Lee C. Lewis, to me known to be the person(s) named in and who executed the
foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Beth J. Rathje
Notary Public in the state of Iowa

LINN COUNTY, IOWA

APPROVAL RECOMMENDED

County Engineer

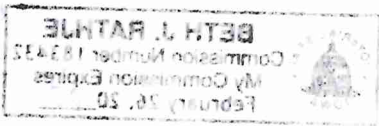
Chairperson

Agreed upon items as part of this contract:

- 1. The existing fence shall be removed and replaced along the new right-of-way line by Linn County's contractor during the scheduled road project. This work will be at Linn County's cost.


County Engineer


Lee Lewis



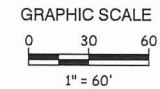
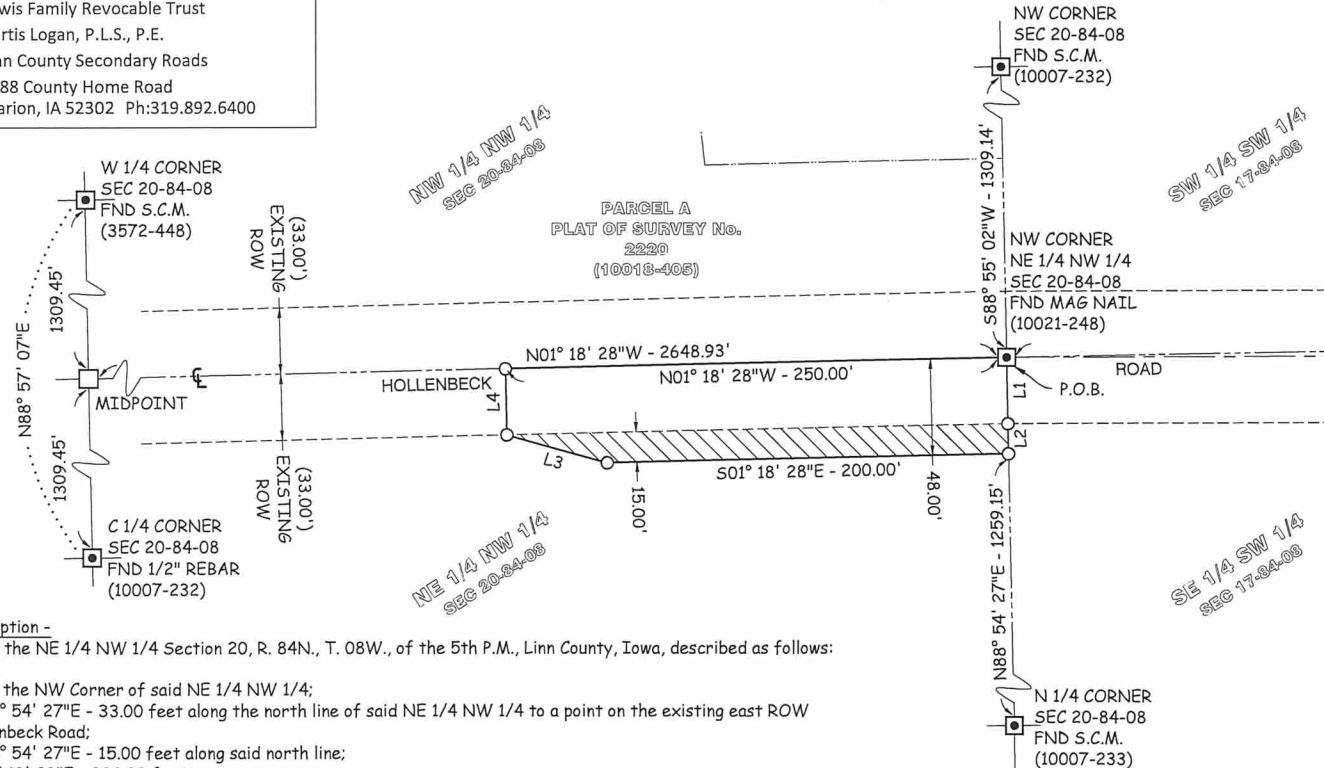
INDEX LEGEND

Location: SE SW SECTION 17-84-08
Requestor: Linn County Secondary Roads
Proprietor: Lee C. Lewis and Marcia D. Lewis, Trustees
Lewis Family Revocable Trust
Surveyor: Curtis Logan, P.L.S., P.E.
Company: Linn County Secondary Roads
Return To: 1888 County Home Road
Marion, IA 52302 Ph:319.892.6400

EXHIBIT "A" - ACQUISITION PLAT

PROJECT NO. L-BEAR CREEK(22)
NE 1/4 NW 1/4 SECTION 20, T84N, R8W
LINN COUNTY, IOWA

FOR RECORDER'S USE ONLY



LEGEND

- FOUND ALIQUOT SECTION CORNER (AS NOTED)
- FOUND SURVEY MARKER (AS NOTED)
- SET 5/8" REBAR W/YELLOW LINN CO. CAP, PLS #20473 (UNLESS NOTED) (TO BE SET AFTER CONSTRUCTION)
- COMPUTED ALIQUOT SECTION CORNER (NOT SET)
- () RECORDED DIMENSION or RECORDED BK-PG

Legal Description -

A portion of the NE 1/4 NW 1/4 Section 20, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the NW Corner of said NE 1/4 NW 1/4;
Thence N88° 54' 27"E - 33.00 feet along the north line of said NE 1/4 NW 1/4 to a point on the existing east ROW line of Hollenbeck Road;
Thence N88° 54' 27"E - 15.00 feet along said north line;
Thence S01° 18' 28"E - 200.00 feet;
Thence S15° 26' 59"W - 52.03 feet to a point on said east ROW line;
Thence S88° 41' 32"W - 33.00 feet to a point on the west line of said NE 1/4 NW 1/4;
Thence N01° 18' 28"W - 250.00 feet along said west line to the Point of Beginning.

Said parcel contains 11,623 sf or 0.27 acres.

Line Chart		
Line	Bearing	Length
L1	N88° 54' 27"E	33.00'
L2	N88° 54' 27"E	15.00'
L3	S15° 26' 59"W	52.03'
L4	S88° 41' 32"W	33.00'

ACQUISITION PLAT LINN COUNTY, IA PARCEL No. 3

ACQUIRED FROM: LEE C. LEWIS AND MARCIA D. LEWIS
PRESENT ROW AREA: 0.19 ACRES
NEW ROW AREA: 0.08 ACRES
TOTAL ROW AREA: 0.27 ACRES

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

PRELIMINARY

Curtis Logan
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: Sheet 1 of 1

NOTES:

1. Section Corners and existing ROW control corners were surveyed in June/November 2020, using RTK GPS on SPC, NAD83, 2011 Adjustment Datum.

Secondary Road Department



ACQUISITION PLAT

PROJECT NO. L-BEAR CREEK(22)
NE 1/2 NW 1/4 SECTION 20, T84N, R8W
LINN COUNTY, IOWA

OWN: CAL
PLAT DATE: 01-11-2021
SURVEY DATE: JUNE 2020
FIELDBOOK:
SCALE: 1" = 60'
SHEET 1 OF 1

PARTIAL ACQUISITION CONTRACT

COUNTY OF LINN
PROJECT NO. LOST-BEAR CREEK RD(22)
PARCEL NO. #4 GPN: 121832600100000

THIS AGREEMENT made and entered into this _____ day of _____, 2021, between
Ortmann Properties, LLC of Linn County, Iowa (hereinafter OWNER) and County of Linn, State of Iowa, (hereinafter LINN COUNTY).
In consideration of the mutual promises herein, the OWNER hereby agrees to convey to LINN COUNTY a Warranty Deed for public
road purposes to the real estate situated in Section 18, Township 84 North, Range 8 West, in Linn County, State of Iowa.

A portion of the Fractional NW 1/4 SW 1/4 Section 18, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at a found 5/8" rebar marking the W 1/4 Corner of said Section 18;
Thence N88° 58' 21" E - 245.26 feet along the north line of said FR NW 1/4 SW 1/4;
Thence S01° 01' 39" E - 66.00 feet to the intersection of the E'ly ROW line of Linn-Benton Road and the south ROW line of Bear Creek
Road, being the Point of Beginning;
Thence N88° 58' 21" E - 762.03 feet along said south ROW line;
Thence S01° 01' 39" E - 20.00 feet;
Thence S88° 58' 21" W - 782.42 feet to the E'ly ROW line of Linn-Benton Road;
Thence N44° 31' 13" E - 28.56 feet along said E'ly line to the Point of Beginning.

Said parcel contains 0.35 acres.

The parties hereby agree that possession of the premises described is the essence of this contract and that LINN COUNTY may take
immediate possession of the premises upon the execution of this contract for the purposes above set forth, and OWNER further agrees to
convey to LINN COUNTY a Warranty Deed of the above described real estate. LINN COUNTY agrees to purchase, by Warranty Deed,
the above described real estate and to pay OWNER thereon the consideration hereinafter to named upon delivery of said Warranty Deed.
Should the roadway as finally located require none of the real estate described, this contract shall be null and void. OWNER agrees to pay
all liens and assessments against premises including all taxes payable until surrender of possession.

This contract sets forth all agreements between the parties and by their execution hereof, the parties agree that no representations or
guarantees have been made other than those set out fully herein. In consideration of the sum hereinafter named OWNER consents to the
establishment, realignment or any change of grade of said roadway and waives any and all claims for damages arising therefrom.

OWNER WARRANTS that there are no tenants on the premises holding under lease except: N/A.
LINN COUNTY agrees that any drain tile which are located within the premises and are damaged by highway construction shall be
repaired at no expense to the OWNER. LINN COUNTY shall have the right of entry upon OWNER'S remaining property along the right
of way line, if necessary, for the purpose of connecting said drain tile.

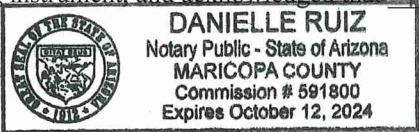
OWNER states and warrants that there to his actual knowledge with no obligation to investigate, is no known well, solid waste disposal
site, hazardous substances, nor underground storage tanks on the premises described and sought herein.
These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration
of Value by the Code of Iowa.

LAND	0.350 acres.	\$1,799.07
DAMAGES		\$0
FENCE		\$0

TOTAL CONSIDERATION TO BE PAID BY LINN COUNTY TO OWNER \$1,799.07

John Ortmann
John Ortmann

State of Arizona)
County of Maricopa)ss
On this 4th day of March A.D. 2021 before me Danielle Ruiz, personally
appeared John Ruman Ortmann, to me known to be the person(s) named in and who executed the
foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



[Signature]
Notary Public in the state of Arizona

LINN COUNTY, IOWA

Chairperson

APPROVAL RECOMMENDED
[Signature]
County Engineer

Additional agreed upon items as part of this contract:

- 1. The existing fence shall be removed and replaced along the new right-of-way line by Linn County's contractor during the scheduled road project. This work will be at Linn County's cost.


County Engineer

John Ortmann



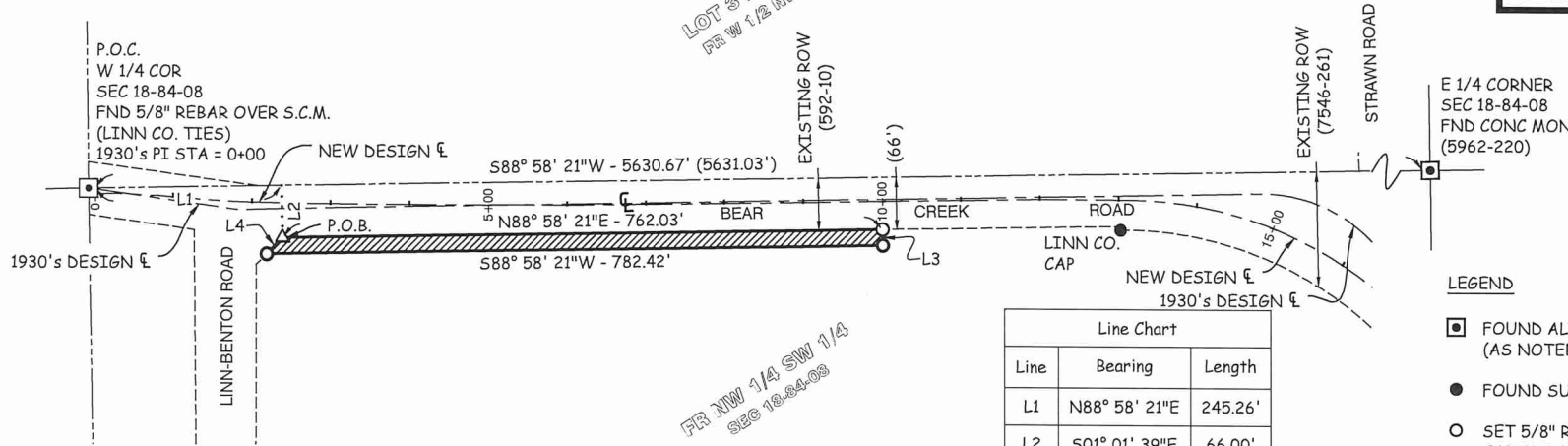
INDEX LEGEND

Location: FR NW SW SEC 18-84-08
Requestor: Linn County Secondary Roads
Proprietor: Ortmann Properties, LLC
Surveyor: Curtis Logan, P.L.S., P.E.
Company: Linn County Secondary Roads
Return To: 1888 County Home Road
Marion, IA 52302 Ph:319.892.6400

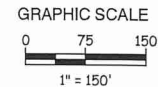
EXHIBIT "A" - ACQUISITION PLAT PROJECT NO. L-BEAR CREEK(22) FR NW 1/4 SW 1/4 SECTION 18, T84N, R8W LINN COUNTY, IOWA

LOT 3 IRR SURVEY
FR W 1/2 NW 1/4 SEC 18-84-08

FR NW 1/4 SW 1/4
SEC 18-84-08



FOR RECORDER'S USE ONLY



LEGEND

- FOUND ALIQUOT SECTION CORNER (AS NOTED)
- FOUND SURVEY MARKER (AS NOTED)
- SET 5/8" REBAR W/YELLOW LINN CO. CAP, PLS #20473 (UNLESS NOTED) (TO BE SET AFTER CONSTRUCTION)
- EXISTING ROW POINT (NOT SET)
- RECORDED DIMENSION or RECORDED BK-PG

ACQUISITION PLAT

LINN COUNTY, IA PARCEL No. 4

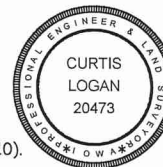
ACQUIRED FROM: ORTMANN PROPERTIES, LLC

PRESENT ROW AREA: 0.0 ACRES
NEW ROW AREA: 0.35 ACRES
TOTAL ROW AREA: 0.35 ACRES

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

PRELIMINARY

Curtis Logan
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: Sheet 1 of 1



Legal Description -

A portion of the Fractional NW 1/4 SW 1/4 Section 18, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at a found 5/8" rebar marking the W 1/4 Corner of said Section 18;
Thence N88° 58' 21" E - 245.26 feet along the north line of said FR NW 1/4 SW 1/4;
Thence S01° 01' 39" E - 66.00 feet to the intersection of the E'ly ROW line of Linn-Benton Road and the south ROW line of Bear Creek Road, being the Point of Beginning;
Thence N88° 58' 21" E - 762.03 feet along said south ROW line;
Thence S01° 01' 39" E - 20.00 feet;
Thence S88° 58' 21" W - 782.42 feet to the E'ly ROW line of Linn-Benton Road;
Thence N44° 31' 13" E - 28.56 feet along said E'ly line to the Point of Beginning.

Said parcel contains 15,445 sf or 0.35 acres

NOTES:

- Section Corners and existing ROW control corners were surveyed in June 2020, using RTK GPS on SPC, NAD83, 2011 Adjustment Datum.
- The portion of Bear Creek Road running adjacent to the north line of the NW SW Sec. 18-84-08W was established by deed in 1934 (Bk 592, Pg 10).

Secondary Road Department



ACQUISITION PLAT

PROJECT NO. L-BEAR CREEK(22)
FR NW 1/4 SW 1/4 SECTION 18, T84N, R8W
LINN COUNTY, IOWA

DWNT: CAL
PLAT DATE: 10-07-2020
SURVEY DATE: JUNE 2020
FIELDBOOK:
SCALE: 1" = 150'
SHEET 1 OF 1

PARTIAL ACQUISITION CONTRACT

COUNTY OF LINN
PROJECT NO. LOST-BEAR CREEK RD(22)
PARCEL NO. #5 GPN: 121830100100000

THIS AGREEMENT made and entered into this _____ day of _____, 2021, between
Ortmann Properties, LLC of Linn County, Iowa (hereinafter OWNER) and County of Linn, State of Iowa, (hereinafter LINN COUNTY).

In consideration of the mutual promises herein, the OWNER hereby agrees to convey to LINN COUNTY a Warranty Deed for public road purposes to the real estate situated in Section 18, Township 84 North, Range 8 West, in Linn County, State of Iowa.

A portion of the NE 1/4 SW 1/4 Section 18, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at a found concrete monument marking the E 1/4 Corner of said Section 18;
Thence S88° 58' 21" W - 3951.04 feet to NE'ly corner of an Acquisition Parcel recorded in Bk 7546, Pg 261, Linn County Recorder's Office;
Thence S02° 19' 24" E - 34.29 feet along the E'ly line of said Acquisition Parcel;
Thence SE'ly 127.43 feet along a 264.88 foot radius with a central angle of 27° 33' 47" and chord of S16° 06' 17" E - 126.20 feet along said E'ly line;
Thence S29° 53' 11" E - 119.69 feet along said E'ly line to the SE'ly corner thereof being the Point of Beginning;
Thence S31° 06' 17" E - 456.46 feet along the existing N'ly ROW line of Bear Creek Road;
Thence S64° 02' 41" E - 15.78 feet;
Thence S31° 02' 41" E - 340.17 feet;
Thence SE'ly 174.89 feet along a 546.40 foot radius curve concave NE'ly with central angle of 18° 20' 19" and chord of S40° 12' 51" E - 174.14 feet;
Thence S49° 23' 01" E - 160.65 feet;
Thence SE'LY 200.86 feet along a 2125.24 foot radius curve concave NE'ly with a central angle of 5° 24' 55" and chord of S52° 05' 28" E - 200.79 feet to a point on the south line of said NE 1/4 SW 1/4;
Thence S89° 02' 49" W - 147.15 feet along said south line;
Thence NW'LY 90.49 feet along a 2215.24 foot radius curve concave NE'ly with a central angle of 2° 20' 26" and chord of N50° 33' 14" W - 90.49 feet;
Thence N49° 23' 01" W - 160.65 feet;
Thence NW'ly 203.70 feet along a 636.41 foot radius curve concave NE'ly with a central angle of 18° 20' 19" and chord of N40° 12' 51" W - 202.83 feet;
Thence N31° 02' 41" W - 770.88 feet;
Thence N23° 22' 35" W - 40.88 feet to the S'ly most point of said Acquisition Parcel;
Thence N60° 06' 49" E - 75.49 feet along the SE'ly line of said Acquisition Parcel to the Point of Beginning.

Said parcel contains 2.60 acres.

The parties hereby agree that possession of the premises described is the essence of this contract and that LINN COUNTY may take immediate possession of the premises upon the execution of this contract for the purposes above set forth, and OWNER further agrees to convey to LINN COUNTY a Warranty Deed of the above described real estate. LINN COUNTY agrees to purchase, by Warranty Deed, the above described real estate and to pay OWNER thereon the consideration hereinafter to named upon delivery of said Warranty Deed. Should the roadway as finally located require none of the real estate described, this contract shall be null and void. OWNER agrees to pay all liens and assessments against premises including all taxes payable until surrender of possession.

This contract sets forth all agreements between the parties and by their execution hereof, the parties agree that no representations or guarantees have been made other than those set out fully herein. In consideration of the sum hereinafter named OWNER consents to the establishment, realignment or any change of grade of said roadway and waives any and all claims for damages arising therefrom.

OWNER WARRANTS that there are no tenants on the premises holding under lease except: N/A.

LINN COUNTY agrees that any drain tile which are located within the premises and are damaged by highway construction shall be repaired at no expense to the OWNER. LINN COUNTY shall have the right of entry upon OWNER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile.

OWNER states and warrants that there to his actual knowledge with no obligation to investigate, is no known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.

These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

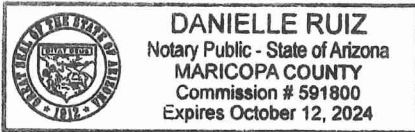
LAND	0.630 acres.	\$4,126.12
DAMAGES		\$0
FENCE		\$0

TOTAL CONSIDERATION TO BE PAID BY LINN COUNTY TO OWNER \$4,126.12


John Ortmann

State of Arizona)
County of Maricopa)^{ss}

On this 4th day of March A.D. 2021 before me Danielle Ruiz, personally
appeared John ortmann, to me known to be the person(s) named in and who executed the
foregoing instrument, and acknowledged that He executed the same as his voluntary act and deed.



[Signature]
Notary Public in the state of Arizona

LINN COUNTY, IOWA

Chairperson

APPROVAL RECOMMENDED

[Signature]
County Engineer

Additional agreed upon items as part of this contract:

1. The existing fence shall be removed and replaced along the new right-of-way line by Linn County's contractor during the scheduled road project. This work will be at Linn County's cost.

[Signature]
County Engineer

John Ortman

EXHIBIT "A" - ACQUISITION PLAT

PROJECT NO. L-BEAR CREEK(22)
NE 1/4 SW 1/4 SECTION 18, T84N, R8W
LINN COUNTY, IOWA

Legal Description - Parcel No. 5

A portion of the NE 1/4 SW 1/4 Section 18, R. 84N., T. 08W., of the 5th P.M.,
Linn County, Iowa, described as follows:

Commencing at a found concrete monument marking the E 1/4 Corner of said Section 18;
Thence S88° 58' 21" W - 3951.04 feet to NE'ly corner of an Acquisition Parcel recorded in Bk 7546, Pg 261, Linn County Recorder's Office;
Thence S02° 19' 24" E - 34.29 feet along the E'ly line of said Acquisition Parcel;
Thence SE'ly 127.43 feet along a 264.88 foot radius with a central angle of 27° 33' 47" and chord of S16° 06' 17" E - 126.20 feet along said E'ly line;
Thence S29° 53' 11" E - 119.69 feet along said E'ly line to the SE'ly corner of said Acquisition Parcel being the Point of Beginning;
Thence S31° 06' 17" E - 456.46 feet along the existing N'ly ROW line of Bear Creek Road;
Thence S64° 02' 41" E - 15.78 feet;
Thence S31° 02' 41" E - 340.17 feet;
Thence SE'ly 174.89 feet along a 546.40 foot radius curve concave NE'ly with central angle of 18° 20' 19" and chord of S40° 12' 51" E - 174.14 feet;
Thence S49° 23' 01" E - 160.65 feet;
Thence SE'LY 200.86 feet along a 2125.24 foot radius curve concave NE'ly with a central angle of 5° 24' 55" and chord of S52° 05' 28" E - 200.79 feet
to a point on the south line of said NE 1/4 SW 1/4;
Thence S89° 02' 49" W - 147.15 feet along said south line;
Thence NW'LY 90.49 feet along a 2215.24 foot radius curve concave NE'ly with a central angle of 2° 20' 26" and chord of N50° 33' 14" W - 90.49 feet;
Thence N49° 23' 01" W - 160.65 feet;
Thence NW'ly 203.70 feet along a 636.41 foot radius curve concave NE'ly with a central angle of 18° 20' 19" and chord of N40° 12' 51" W - 202.83 feet;
Thence N31° 02' 41" W - 770.88 feet;
Thence N23° 22' 35" W - 40.88 feet to the S'ly most point of said Acquisition Parcel;
Thence N60° 06' 49" E - 75.49 feet along the SE'ly line of said Acquisition Parcel to the Point of Beginning.

Said parcel contains 113,305 sf or 2.60 acres

Secondary Road Department



ACQUISITION PLAT

PROJECT NO. L-BEAR CREEK(22)
NE 1/4 SW 1/4 SECTION 18, T84N, R8W
LINN COUNTY, IOWA

DRAWN: CAL
PLAT DATE: 11-25-2020
SURVEY DATE: JUNE 2020
FIELDBOOK:
SCALE: NA
SHEET 2 OF 2

PROJECT NO. L-BEAR CREEK(22)
NE 1/4 SW 1/4 SECTION 18, T84N, R8W
LINN COUNTY, IOWA

N 1/4 CORNER
FOUND 1/2" REBAR
(LINN CO. TIES)

- N01° 45' 51"W - 2664.76'

2652.91'

C 1/4 CORNER
INTERSECTION
SET 5/8" REBAR
WITH CAP #20473

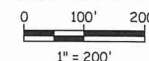
P.O.C.
E 1/4 CORNER
SEC 18-84-08
FND CONC MON
(5962-220)

FOR RECORDER'S USE ONLY

Location: NE SW SECTION 18-84-08
Requestor: Linn County Secondary Roads
Proprietor: Ortman Properties, LLC
Surveyor: Curtis Logan, P.L.S., P.E.
Company: Linn County Secondary Roads
Return To: 1888 County Home Road
Marion, IA 52302 Ph:319.892.6400

Curve Table					
Curve	Radius	Length	CHB	CH	DELTA
C1	(264.88')	(127.43')	S16° 06' 17"E	(126.20')	27°33'47"
C2	2215.24'	90.49'	N50° 33' 14"W	90.49'	2°20'26"

GRAPHIC SCALE



LEGEND

- ☒ FOUND ALIQUOT SECTION CORNER (AS NOTED)
- ☒ FOUND SURVEY MARKER (AS NOTED)
- ☐ SET 5/8" REBAR W/YELLOW LINN CO. CAP, PLS #20473 (UNLESS NOTED) (TO BE SET AFTER CONSTRUCTION)
- ☐ COMPUTED ALIQUOT SECTION CORNER (NOT SET)
- () RECORDED DIMENSION
or RECORDED BK-PG

ACQUISITION PLAT

LINN COUNTY, IA PARCEL No. 5

ACQUIRED FROM: ORTMANN PROPERTIES, LLC

PRESENT ROW AREA: 1.97 ACRES

NEW ROW AREA: 0.63 ACRES

TOTAL ROW AREA: 2.60 ACRES

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

PRELIMINARY

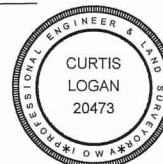
Curtis Logan

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: Sheet 1 of 2 and 2 of 2

NOTES:

1. Section Corners and existing ROW control corners were surveyed in June 2020, using RTK GPS on SPC, NAD83, 2011 Adjustment Datum.
2. No record of establishment for Bear Creek could be found. The road was realigned in the 1930's as "3 year Road No. 5", but no ROW documents have been found at this time.



Secondary Road Department



ACQUISITION PLAT

PROJECT NO. L-BEAR CREEK(22)
NE 1/4 SW 1/4 SECTION 18, T84N, R8W

DOWN: CAL
PLAT DATE: 11-25-2020
SURVEY DATE: JUNE 2020
FIELDBOOK:
SCALE: 1" = 200'

PARTIAL ACQUISITION CONTRACT

COUNTY OF LINN
PROJECT NO. LOST-BEAR CREEK RD(22)
PARCEL NO. #6 GPN: 121837600100000

THIS AGREEMENT made and entered into this _____ day of _____, 2021, between Ortmann Properties, LLC of Linn County, Iowa (hereinafter OWNER) and County of Linn, State of Iowa, (hereinafter LINN COUNTY).

In consideration of the mutual promises herein, the OWNER hereby agrees to convey to LINN COUNTY a Warranty Deed for public road purposes to the real estate situated in Section 18, Township 84 North, Range 8 West, in Linn County, State of Iowa.

A portion of the SE 1/4 SW 1/4 Section 18, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa, described as follows:
Commencing at a found S.C.M. marking the S 1/4 corner of said Section 18;
Thence N01° 45' 51" W - 946.55 feet along the east line of said SE 1/4 SW 1/4 to the Point of Beginning;
Thence NW'ly 111.04 feet along a 644.78 foot radius curve concave NE'ly with central angle of 9° 52' 00" and chord of N65° 41' 47" W - 110.90 feet;
Thence N60° 45' 47" W - 231.20 feet;
Thence NW'ly 176.67 feet along a 2235.25 foot radius curve concave NE'ly with central angle of 4° 31' 43" and chord of N58° 29' 56" W - 176.63 feet;
Thence N47° 19' 08" W - 170.37 feet;
Thence NW'ly 5.91 feet along a 2215.24 foot radius curve concave NE'ly with central angle of 0° 09' 11" and chord of N51° 48' 02" W - 5.91 feet to the north line of said SE 1/4 SW 1/4;
Thence N89° 02' 49" E - 147.15 feet along said north line;
Thence SE'ly 221.24 feet along a 2125.24 foot radius curve concave NE'ly with central angle of 5° 57' 52" and chord of S57° 46' 51" E - 221.14 feet;
Thence S60° 45' 47" E - 44.83 feet;
Thence SE'ly 224.80 feet along a 1155.05 foot radius curve concave NE'ly with central angle of 11° 09' 04" and chord of S66° 20' 19" E - 224.45 feet to the east line of said SE 1/4 SW 1/4;
Thence S01° 45' 51" E - 119.81 feet along said east line to the Point of Beginning.

Said Parcel contains 66,730 sf or 1.53 acres.

The parties hereby agree that possession of the premises described is the essence of this contract and that LINN COUNTY may take immediate possession of the premises upon the execution of this contract for the purposes above set forth, and OWNER further agrees to convey to LINN COUNTY a Warranty Deed of the above described real estate. LINN COUNTY agrees to purchase, by Warranty Deed, the above described real estate and to pay OWNER thereon the consideration hereinafter to named upon delivery of said Warranty Deed. Should the roadway as finally located require none of the real estate described, this contract shall be null and void. OWNER agrees to pay all liens and assessments against premises including all taxes payable until surrender of possession.

This contract sets forth all agreements between the parties and by their execution hereof, the parties agree that no representations or guarantees have been made other than those set out fully herein. In consideration of the sum hereinafter named OWNER consents to the establishment, realignment or any change of grade of said roadway and waives any and all claims for damages arising therefrom.

OWNER WARRANTS that there are no tenants on the premises holding under lease except: N/A.

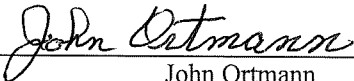
LINN COUNTY agrees that any drain tile which are located within the premises and are damaged by highway construction shall be repaired at no expense to the OWNER. LINN COUNTY shall have the right of entry upon OWNER’S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile.

OWNER states and warrants that there to his actual knowledge with no obligation to investigate, is no known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.

These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

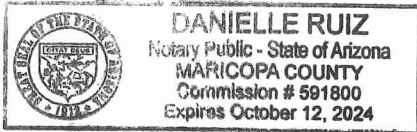
LAND	0.620 acres.	\$3,269.94
DAMAGES		\$0
FENCE		\$0

TOTAL CONSIDERATION TO BE PAID BY LINN COUNTY TO OWNER \$3,269.94


John Ortmann

State of Arizona)
County of Maricopa)^{ss}

On this 14th day of March A.D. 2021 before me Danielle Ruiz, personally appeared John Ortmann, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that He executed the same as His voluntary act and deed.



[Signature]
Notary Public in the state of Arizona

LINN COUNTY, IOWA

Chairperson

APPROVAL RECOMMENDED

[Signature]
County Engineer

Additional agreed upon items as part of this contract:

1. The existing fence shall be removed and replaced along the new right-of-way line by Linn County's contractor during the scheduled road project. This work will be at Linn County's cost.
2. Property owner's existing grain bins on the south side of Bear Creek Road shall be protected with guardrail. This work will be at Linn County's cost.

[Signature]
County Engineer

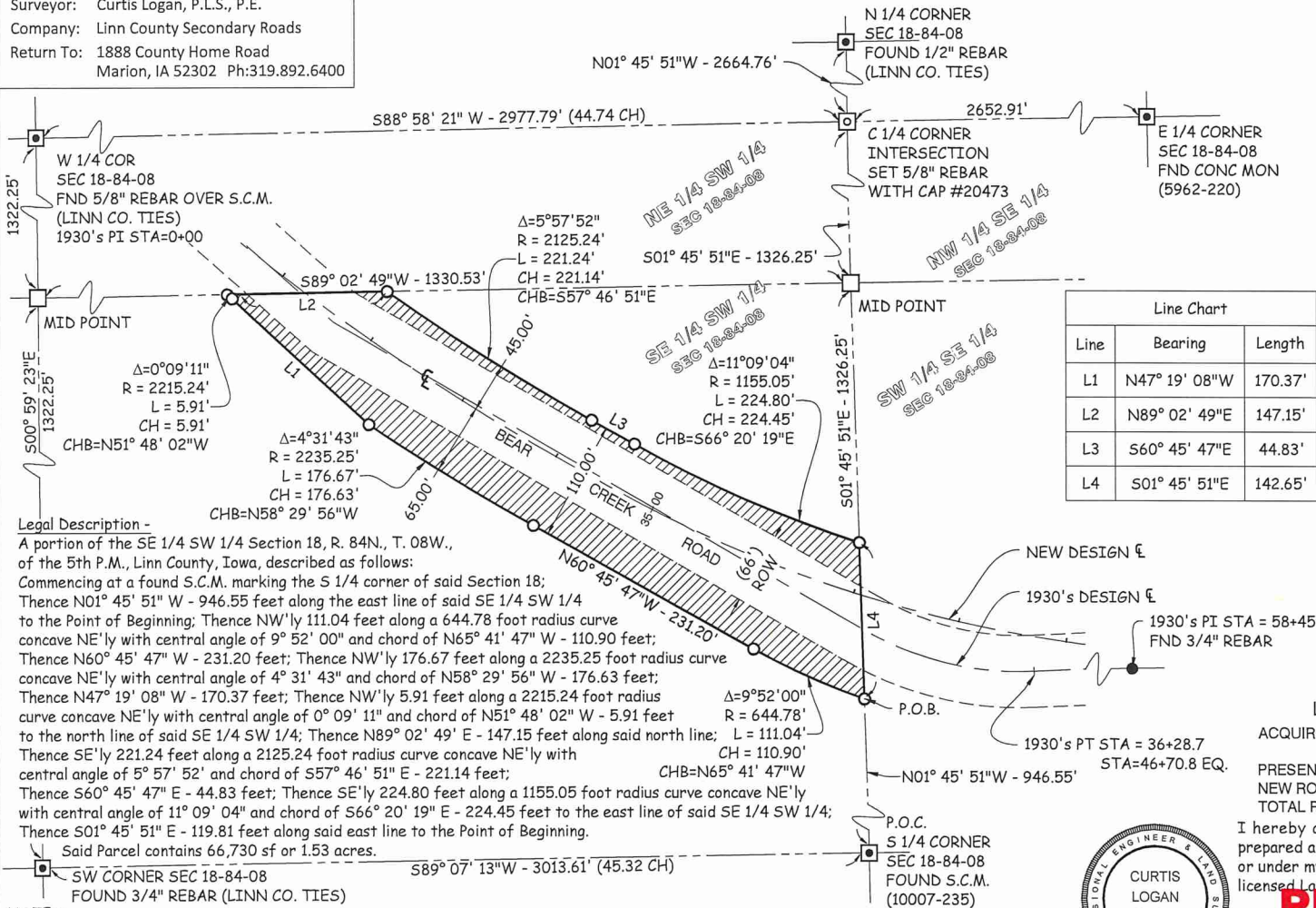
John Ortmann

INDEX LEGEND

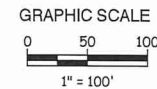
Location: SE SW SECTION 18-84-08
Requestor: Linn County Secondary Roads
Proprietor: Ortmann Properties, LLC
Surveyor: Curtis Logan, P.L.S., P.E.
Company: Linn County Secondary Roads
Return To: 1888 County Home Road
Marion, IA 52302 Ph:319.892.6400

EXHIBIT "A" - ACQUISITION PLAT

PROJECT NO. L-BEAR CREEK(22)
SE 1/4 SW 1/4 SECTION 18, T84N, R8W
LINN COUNTY, IOWA



FOR RECORDER'S USE ONLY



LEGEND

- ☒ FOUND ALIQUOT SECTION CORNER (AS NOTED)
- ☒ FOUND SURVEY MARKER (AS NOTED)
- ☐ SET 5/8" REBAR W/YELLOW LINN CO. CAP, PLS #20473 (UNLESS NOTED) (TO BE SET AFTER CONSTRUCTION)
- ☐ COMPUTED ALIQUOT SECTION CORNER (NOT SET)
- () RECORDED DIMENSION or RECORDED BK-PG

ACQUISITION PLAT

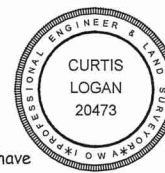
LINN COUNTY, IA PARCEL No. 6

ACQUIRED FROM: ORTMANN PROPERTIES, LLC

PRESENT ROW AREA: 0.91 ACRES
NEW ROW AREA: 0.62 ACRES
TOTAL ROW AREA: 1.53 ACRES

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Curtis Logan
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: Sheet 1 of 1



Secondary Road Department



ACQUISITION PLAT

PROJECT NO. L-BEAR CREEK(22)
SE 1/4 SW 1/4 SECTION 18, T84N, R8W
LINN COUNTY, IOWA

OWN: CAL
PLAT DATE: 02-18-2021
SURVEY DATE: JUNE 2020
FIELDBOOK:
SCALE: 1" = 100'
SHEET 1 OF 1

- NOTES:
- Section Corners and existing ROW control corners were surveyed in June 2020, using RTK GPS on SPC, NAD83, 2011 Adjustment Datum.
 - No record of establishment for Bear Creek could be found. The road was realigned in the 1930's as "3 year Road No. S", but no ROW documents have been found at this time.

PARTIAL ACQUISITION CONTRACT

COUNTY OF LINN
PROJECT NO. LOST-BEAR CREEK RD(22)
PARCEL NO. #7 GPN: 121845100100000

THIS AGREEMENT made and entered into this day of , 2021, between Ortmann Properties, LLC of Linn County, Iowa (hereinafter OWNER) and County of Linn, State of Iowa, (hereinafter LINN COUNTY).

In consideration of the mutual promises herein, the OWNER hereby agrees to convey to LINN COUNTY a Warranty Deed for public road purposes to the real estate situated in Section 17, Township 84 North, Range 8 West, in Linn County, State of Iowa.

A portion of the SW 1/4 SE1/4 Section 18, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa, described as follows:
Commencing at the SE Corner of said Section 18; Thence N01° 50' 15" W - 960.93 feet along the east line of said SW 1/4 SE 1/4 to the Point of Beginning;
Thence S87° 32' 52" W - 256.85 feet;
Thence S80° 05' 40" W - 77.09 feet;
Thence S87° 32' 52" W - 36.85 feet;
Thence N83° 31' 11" W - 64.40 feet;
Thence S87° 32' 52" W - 68.11 feet;
Thence N02° 36' 04" W - 8.87 feet to the existing south ROW line of Bear Creek Road;
Thence S87° 21' 57" W - 441.95 feet along said south ROW line;
Thence S74° 48' 47" W - 147.31 feet;
Thence NW'ly 246.72 feet along a 644.81 foot radius curve concave NE'ly with central angle of 21° 55' 23" and chord of N81° 35' 30" W - 245.22 feet to the west line of said SW1/4 SE 1/4;
Thence N01° 45' 51" W - 142.65 feet along said west line;
Thence SE'ly 293.64 feet along a 1155.05 foot radius curve concave NE'ly with central angle of 14° 33' 57" and chord of S79° 11' 50" E - 292.85 feet; Thence S78° 52' 26" E - 73.48 feet; Thence SE'ly 41.90 along a 1167.05 foot radius curve concave NE'ly with central angle of 02° 03' 25" and chord of N88° 54' 48" E - 41.90 feet; Thence N87° 53' 06" E - 530.74 feet;
Thence N65° 54' 04" E - 39.80 feet; Thence N87° 32' 52" E - 20.00 feet;
Thence S70° 48' 21" E - 39.31 feet to a point on the north ROW line of Bear Creek Road;
Thence N87° 22' 00" E - 304.86 feet along said north ROW line to said east line of said SW 1/4 SE 1/4;
Thence S01° 50' 15" E - 66.01 feet along said east line to a point on said south ROW line. Thence S01° 50' 15" E - 10.47 feet to the Point of Beginning. Said Parcel contains 117,983 sf or 2.71 acres.

The parties hereby agree that possession of the premises described is the essence of this contract and that LINN COUNTY may take immediate possession of the premises upon the execution of this contract for the purposes above set forth, and OWNER further agrees to convey to LINN COUNTY a Warranty Deed of the above described real estate. LINN COUNTY agrees to purchase, by Warranty Deed, the above described real estate and to pay OWNER thereon the consideration hereinafter to named upon delivery of said Warranty Deed. Should the roadway as finally located require none of the real estate described, this contract shall be null and void. OWNER agrees to pay all liens and assessments against premises including all taxes payable until surrender of possession.

This contract sets forth all agreements between the parties and by their execution hereof, the parties agree that no representations or guarantees have been made other than those set out fully herein. In consideration of the sum hereinafter named OWNER consents to the establishment, realignment or any change of grade of said roadway and waives any and all claims for damages arising therefrom.

OWNER WARRANTS that there are no tenants on the premises holding under lease except: N/A.

LINN COUNTY agrees that any drain tile which are located within the premises and are damaged by highway construction shall be repaired at no expense to the OWNER. LINN COUNTY shall have the right of entry upon OWNER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile.

OWNER states and warrants that there to his actual knowledge with no obligation to investigate, is no known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.

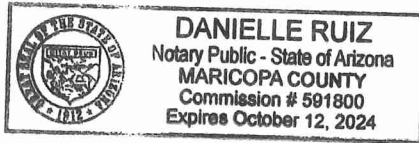
These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

LAND	0.680 acres.	\$4,296.24
DAMAGES		\$0
FENCE		\$0
TOTAL CONSIDERATION TO BE PAID BY LINN COUNTY TO OWNER		\$4,296.24


John Ortmann

State of Arizona)
County of Maricopa)^{ss}

On this 4th day of March A.D. 2021 before me Danielle Ruiz, personally appeared John Ortman, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that He executed the same as his voluntary act and deed.



LINN COUNTY, IOWA

Notary Public in the state of Arizona

APPROVAL RECOMMENDED

County Engineer

Chairperson

Additional agreed upon items as part of this contract:

1. The existing fence shall be removed and replaced along the new right-of-way line by Linn County's contractor during the scheduled road project. This work will be at Linn County's cost.

County Engineer

John Ortman

INDEX LEGEND

Location: SW SE SECTION 18-84-08
Requestor: Linn County Secondary Roads
Proprietor: Ortmann Properties, LLC
Surveyor: Curtis Logan, P.L.S., P.E.
Company: Linn County Secondary Roads
Return To: 1888 County Home Road
Marion, IA 52302 Ph:319.892.6400

Line Chart		
Line	Bearing	Length
L1	S87° 32' 52"W	36.85'
L2	N02° 36' 04"W	8.87'
L3	N01° 45' 51"W	142.65'
L4	S78° 52' 26"E	73.48'
L5	S01° 50' 15"E	66.01'
L6	S01° 50' 15"E	10.47'

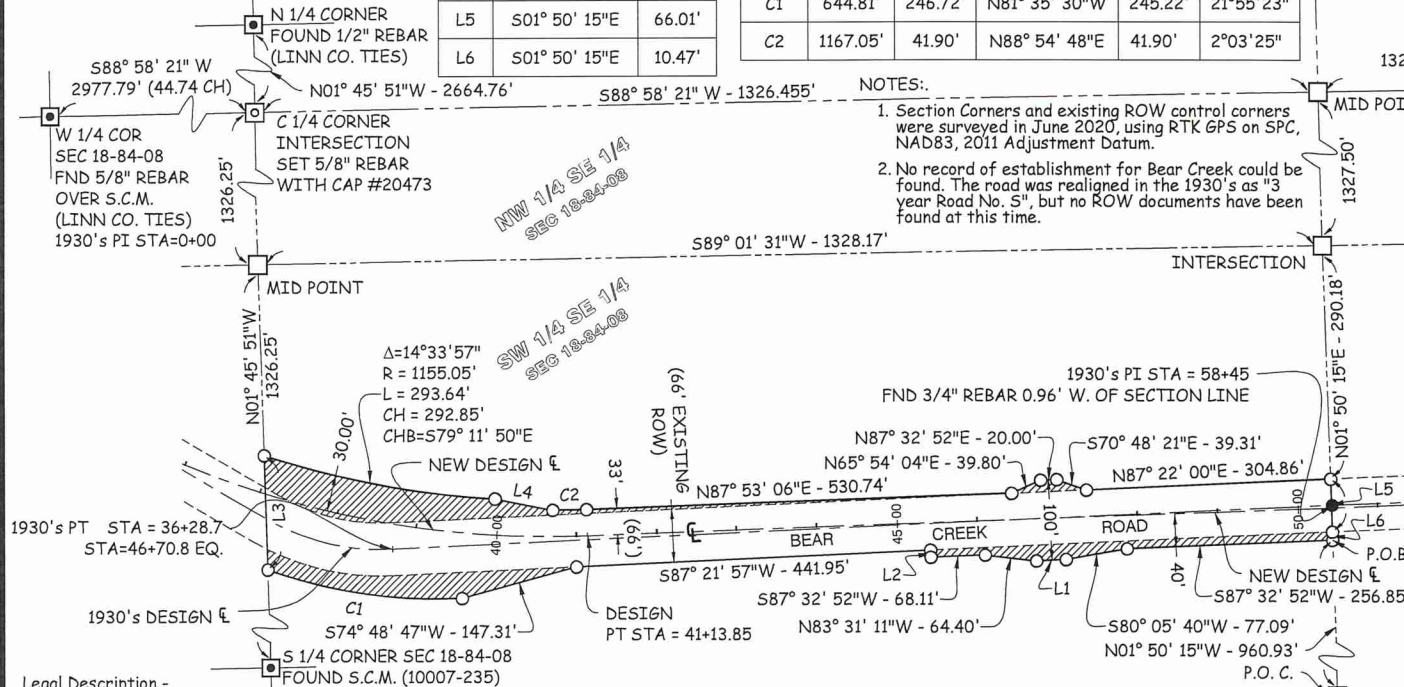
EXHIBIT "A" - ACQUISITION PLAT PROJECT NO. L-BEAR CREEK(22) SW 1/4 SE 1/4 SECTION 18, T84N, R8W LINN COUNTY, IOWA

Curve Table					
Curve	Radius	Length	CHB	CH	DELTA
C1	644.81'	246.72'	N81° 35' 30"W	245.22'	21°55'23"
C2	1167.05'	41.90'	N88° 54' 48"E	41.90'	2°03'25"

NOTES:

- Section Corners and existing ROW control corners were surveyed in June 2020, using RTK GPS on SPC, NAD83, 2011 Adjustment Datum.
- No record of establishment for Bear Creek could be found. The road was realigned in the 1930's as "3 year Road No. 5", but no ROW documents have been found at this time.

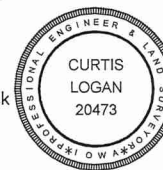
FOR RECORDER'S USE ONLY



Legal Description -

A portion of the SW 1/4 SE 1/4 Section 18, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa, described as follows:
Commencing at the SE Corner of said Section 18; Thence N01° 50' 15" W - 960.93 feet along the east line of said SW 1/4 SE 1/4 to the Point of Beginning; Thence S87° 32' 52" W - 256.85 feet; Thence S80° 05' 40" W - 77.09 feet; Thence S87° 32' 52" W - 36.85 feet; Thence N83° 31' 11" W - 64.40 feet; Thence S87° 32' 52" W - 68.11 feet; Thence N02° 36' 04" W - 8.87 feet to the existing south ROW line of Bear Creek Road; Thence S87° 21' 57" W - 441.95 feet along said south ROW line; Thence S74° 48' 47" W - 147.31 feet; Thence NW'ly 246.72 feet along a 644.81 foot radius curve concave NE'ly with central angle of 21° 55' 23" and chord of N81° 35' 30" W - 245.22 feet to the west line of said SW 1/4 SE 1/4; Thence N01° 45' 51" W - 142.65 feet along said west line; Thence SE'ly 293.64 feet along a 1155.05 foot radius curve concave NE'ly with central angle of 14° 33' 57" and chord of S79° 11' 50" E - 292.85 feet; Thence S78° 52' 26" E - 73.48 feet; Thence SE'ly 41.90 along a 1167.05 foot radius curve concave NE'ly with central angle of 02° 03' 25" and chord of N88° 54' 48" E - 41.90 feet; Thence N87° 53' 06" E - 530.74 feet; Thence N65° 54' 04" E - 39.80 feet; Thence N87° 32' 52" E - 20.00 feet; Thence S70° 48' 21" E - 39.31 feet to a point on the north ROW line of Bear Creek Road; Thence N87° 22' 00" E - 304.86 feet along said north ROW line to said east line of said SW 1/4 SE 1/4; Thence S01° 50' 15" E - 66.01 feet along said east line to a point on said south ROW line. Thence S01° 50' 15" E - 10.47 feet to the Point of Beginning.
Said Parcel contains 117,983 sf or 2.71 acres.

SE CORNER
SW 1/4 SE 1/4
SEC 18-84-08
FND CAP 9647



LEGEND

- FOUND ALIQUOT SECTION CORNER (AS NOTED)
- FOUND SURVEY MARKER (AS NOTED)
- SET 5/8" REBAR W/YELLOW LINN CO. CAP, PLS #20473 (UNLESS NOTED) (TO BE SET AFTER CONSTRUCTION)
- COMPUTED ALIQUOT SECTION CORNER (NOT SET)
- () RECORDED DIMENSION or RECORDED BK-PG

ACQUISITION PLAT

LINN COUNTY, IA PARCEL No. 7

ACQUIRED FROM: ORTMANN PROPERTIES, LLC

PRESENT ROW AREA: 2.03 ACRES
NEW ROW AREA: 0.68 ACRES
TOTAL ROW AREA: 2.71 ACRES

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Curtis Logan Date
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: Sheet 1 of 1

PRELIMINARY

Secondary Road Department



ACQUISITION PLAT

PROJECT NO. L-BEAR CREEK(22)
SW 1/4 SE 1/4 SECTION 18, T84N, R8W
LINN COUNTY, IOWA

DWN: CAL
PLAT DATE: 02-17-2021
SURVEY DATE: JUNE 2020
FIELDBOOK:
SCALE: 1" = 150'
SHEET 1 OF 1

PARTIAL ACQUISITION CONTRACT

PROJECT NO. LOST-BEAR CREEK RD(22)

PARCEL NO. #8 GPN: 12182-51001-00000

THIS AGREEMENT made and entered into this _____ day of _____, 2021, between

Scott G. Byers, David C. Byers, and Craig M. Byers.

of Linn County, Iowa (hereinafter OWNER) and County of Linn, State of Iowa, (hereinafter LINN COUNTY).

In consideration of the mutual promises herein, the OWNER hereby agrees to convey to LINN COUNTY a Warranty Deed for public road purposes to the real estate situated in Section 18, Township 84 North, Range 8 West, in Linn County, State of Iowa.

A portion of Lot 3, Irregular Survey of the Fractional W 1/2 NW 1/4 Section 18, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at a found 5/8" rebar marking the W 1/4 Corner of said Section 18;

Thence N00° 39' 45" W - 43.47 feet along the west line of said Section 18;

Thence S82° 13' 59" E - 88.10 feet;

Thence N88° 58' 21" E - 405.19 feet:

Thence S83° 30' 42" E - 114.68 feet:

Thence N88° 58' 21" E- 200.01 feet:

Thence S01° 01' 39" E - 15.00 feet to a point on said north ROW line, being the south line of said Lot 3;

Thence S88° 58' 21" W - 590.38 feet along said north ROW line;

Thence S88° 58' 21" W - 215.85 feet along said south line of Lot 3 to the Point of Beginning.

Said parcel contains 0.48 acres including 0.08 of existing Linn County ROW.

The parties hereby agree that possession of the premises described is the essence of this contract and that LINN COUNTY may take immediate possession of the premises upon the execution of this contract for the purposes above set forth, and OWNER further agrees to convey to LINN COUNTY a Warranty Deed of the above described real estate. LINN COUNTY agrees to purchase, by Warranty Deed, the above described real estate and to pay OWNER thereon the consideration hereinafter to named upon delivery of said Warranty Deed. Should the roadway as finally located require none of the real estate described, this contract shall be null and void. OWNER agrees to pay all liens and assessments against premises including all taxes payable until surrender of possession.

This contract sets forth all agreements between the parties and by their execution hereof, the parties agree that no representations or guarantees have been made other than those set out fully herein. In consideration of the sum hereinafter named OWNER consents to the establishment, realignment or any change of grade of said roadway and waives any and all claims for damages arising therefrom.

OWNER WARRANTS that there are no tenants on the premises holding under lease except: N/A.

LINN COUNTY agrees that any drain tile which are located within the premises and are damaged by highway construction shall be repaired at no expense to the OWNER. LINN COUNTY shall have the right of entry upon OWNER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile.

OWNER states and warrants that there to his actual knowledge with no obligation to investigate, is no known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.

These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

LAND 0.400 acres \$1,827.80

DAMAGES \$0

FENCE	\$0
-------------	-----

TOTAL CONSIDERATION TO BE PAID BY LINN COUNTY TO OWNER \$1,827.80

Scott G. Byers

Craig M. Byers

David C. Byers

State of ()

County of _____)ss

On this _____ day of _____ A.D. 20__ before me _____, personally appeared _____, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in the state of

LINN COUNTY, IOWA

Chairperson

APPROVAL RECOMMENDED

County Engineer

Agreed upon items as part of this contract:

1. The existing fence shall be removed and replaced along the new right-of-way line by Linn County's contractor during the scheduled road project. This work will be at Linn County's cost.



County Engineer

Scott, Craig, or David Byers

Acknowledgment by Individual

State of Florida

County of Collier

The foregoing instrument was acknowledged before me this 2ND day
of February, 20 21, by means of ☒ physical presence or ☐ online notarization

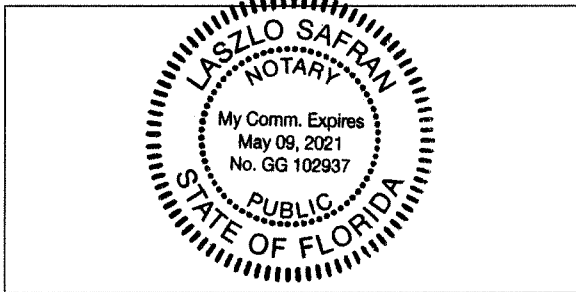
Scott G. Byers (name of person acknowledging).

☐ Personally known to me☒ Produced IdentificationType of Identification Produced FL Drivers License

Notary signature

Notary name (typed or printed) Laszlo SafranTitle (e.g., Notary Public) Notary Public

Place Seal Here



For Bank Purposes Only Description of Attached Document

Type or Title of Document

PARTIAL ACQUISITION CONTRACT PARCEL: #8 GPN:12182-51001-00000

Document Date

02/02/2021

Number of Pages

1

Signer(s) Other Than Named Above

Craig M. ByersDavid C. Byers

Account Number (if applicable)

N/A

PARTIAL ACQUISITION CONTRACT

COUNTY OF LINN
PROJECT NO. LOST-BEAR CREEK RD(22)
PARCEL NO. #8 GPN: 12182-51001-00000

THIS AGREEMENT made and entered into this _____ day of _____, 2021, between
Scott G. Byers, David C. Byers, and Craig M. Byers.
of Linn County, Iowa (hereinafter OWNER) and County of Linn, State of Iowa, (hereinafter LINN COUNTY).
In consideration of the mutual promises herein, the OWNER hereby agrees to convey to LINN COUNTY a Warranty Deed for public
road purposes to the real estate situated in Section 18, Township 84 North, Range 8 West, in Linn County, State of Iowa.

A portion of Lot 3, Irregular Survey of the Fractional W 1/2 NW 1/4 Section 18, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa,
described as follows:
Beginning at a found 5/8" rebar marking the W 1/4 Corner of said Section 18;
Thence N00° 39' 45" W - 43.47 feet along the west line of said Section 18;
Thence S82° 13' 59" E - 88.10 feet;
Thence N88° 58' 21" E - 405.19 feet;
Thence S83° 30' 42" E - 114.68 feet;
Thence N88° 58' 21" E - 200.01 feet;
Thence S01° 01' 39" E - 15.00 feet to a point on said north ROW line, being the south line of said Lot 3;
Thence S88° 58' 21" W - 590.38 feet along said north ROW line;
Thence S88° 58' 21" W - 215.85 feet along said south line of Lot 3 to the Point of Beginning.
Said parcel contains 0.48 acres including 0.08 of existing Linn County ROW.

The parties hereby agree that possession of the premises described is the essence of this contract and that LINN COUNTY may take
immediate possession of the premises upon the execution of this contract for the purposes above set forth, and OWNER further agrees to
convey to LINN COUNTY a Warranty Deed of the above described real estate. LINN COUNTY agrees to purchase, by Warranty Deed,
the above described real estate and to pay OWNER thereon the consideration hereinafter to named upon delivery of said Warranty Deed.
Should the roadway as finally located require none of the real estate described, this contract shall be null and void. OWNER agrees to pay
all liens and assessments against premises including all taxes payable until surrender of possession.

This contract sets forth all agreements between the parties and by their execution hereof, the parties agree that no representations or
guarantees have been made other than those set out fully herein. In consideration of the sum hereinafter named OWNER consents to the
establishment, realignment or any change of grade of said roadway and waives any and all claims for damages arising therefrom.

OWNER WARRANTS that there are no tenants on the premises holding under lease except: N/A.

LINN COUNTY agrees that any drain tile which are located within the premises and are damaged by highway construction shall be
repaired at no expense to the OWNER. LINN COUNTY shall have the right of entry upon OWNER'S remaining property along the right
of way line, if necessary, for the purpose of connecting said drain tile.

OWNER states and warrants that there to his actual knowledge with no obligation to investigate, is no known well, solid waste disposal
site, hazardous substances, nor underground storage tanks on the premises described and sought herein.

These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration
of Value by the Code of Iowa.

LAND 0.400 acres..... \$1,827.80
DAMAGES \$0
FENCE \$0

TOTAL CONSIDERATION TO BE PAID BY LINN COUNTY TO OWNER \$1,827.80

Scott G. Byers

Craig M. Byers

David C. Byers

State of Florida)
County of Lee)ss
On this 28th day of January A.D. 2021 before me Megan K. Dixon, personally
appeared Craig M. Byers, to me known to be the person(s) named in and who executed the
foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

MEGAN K. DIXON
Commission No. HH 47239
My Commission Expires 12/11/2024

Notary Public in the state of Florida

LINN COUNTY, IOWA

Chairperson
APPROVAL RECOMMENDED

County Engineer

Agreed upon items as part of this contract:

- 1. The existing fence shall be removed and replaced along the new right-of-way line by Linn County's contractor during the scheduled road project. This work will be at Linn County's cost.


County Engineer

Scott, Craig, or David Byers

MEGAN K. DIXON
Commission No. HH 4328
My Commission Expires 12/1/2024

PARTIAL ACQUISITION CONTRACT

COUNTY OF LINN

PROJECT NO. LOST-BEAR CREEK RD(22)

PARCEL NO. #8 GPN: 12182-51001-00000

THIS AGREEMENT made and entered into this 29th day of January, 2021, between
Scott G. Byers, David C. Byers, and Craig M. Byers.

of Linn County, Iowa (hereinafter OWNER) and County of Linn, State of Iowa, (hereinafter LINN COUNTY).

In consideration of the mutual promises herein, the OWNER hereby agrees to convey to LINN COUNTY a Warranty Deed for public road purposes to the real estate situated in Section 18, Township 84 North, Range 8 West, in Linn County, State of Iowa.

A portion of Lot 3, Irregular Survey of the Fractional W 1/2 NW 1/4 Section 18, R. 84N., T. 08W., of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at a found 5/8" rebar marking the W 1/4 Corner of said Section 18;

Thence N00° 39' 45" W - 43.47 feet along the west line of said Section 18;

Thence S82° 13' 59" E - 88.10 feet;

Thence N88° 58' 21" E - 405.19 feet;

Thence S83° 30' 42" E - 114.68 feet;

Thence N88° 58' 21" E- 200.01 feet;

Thence S01° 01' 39" E - 15.00 feet to a point on said north ROW line, being the south line of said Lot 3;

Thence S88° 58' 21" W - 590.38 feet along said north ROW line;

Thence S88° 58' 21" W - 215.85 feet along said south line of Lot 3 to the Point of Beginning.

Said parcel contains 0.48 acres including 0.08 of existing Linn County ROW.

The parties hereby agree that possession of the premises described is the essence of this contract and that LINN COUNTY may take immediate possession of the premises upon the execution of this contract for the purposes above set forth, and OWNER further agrees to convey to LINN COUNTY a Warranty Deed of the above described real estate. LINN COUNTY agrees to purchase, by Warranty Deed, the above described real estate and to pay OWNER thereon the consideration hereinafter to named upon delivery of said Warranty Deed. Should the roadway as finally located require none of the real estate described, this contract shall be null and void. OWNER agrees to pay all liens and assessments against premises including all taxes payable until surrender of possession.

This contract sets forth all agreements between the parties and by their execution hereof, the parties agree that no representations or guarantees have been made other than those set out fully herein. In consideration of the sum hereinafter named OWNER consents to the establishment, realignment or any change of grade of said roadway and waives any and all claims for damages arising therefrom.

OWNER WARRANTS that there are no tenants on the premises holding under lease except: N/A.

LINN COUNTY agrees that any drain tile which are located within the premises and are damaged by highway construction shall be repaired at no expense to the OWNER. LINN COUNTY shall have the right of entry upon OWNER'S remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile.

OWNER states and warrants that there to his actual knowledge with no obligation to investigate, is no known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein.

These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

LAND	0.400 acres.	\$1,827.80
----------------	----------------------	------------

DAMAGES \$0

FENCE \$0

TOTAL CONSIDERATION TO BE PAID BY LINN COUNTY TO OWNER

~~\$1,827.80~~

Scott G. Byers

Craig M. Byers

David C. Bivers

State of _____)
County of _____)^{ss}

On this _____ day of _____ A.D. 20____ before me _____, personally appeared _____, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.

Notary Public in the state of

LINN COUNTY, IOWA

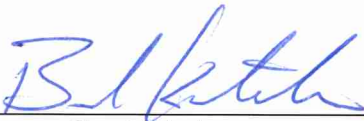
Chairperson

APPROVAL RECOMMENDED

County Engineer

Agreed upon items as part of this contract:

- 1. The existing fence shall be removed and replaced along the new right-of-way line by Linn County's contractor during the scheduled road project. This work will be at Linn County's cost.



County Engineer

Scott, Craig, or David Byers

This certificate is attached to a 1 page document dealing with/entitled Partial Acquisition contract and dated 4/22/2021

California ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On the 22th day of January 2021 before me,
Mandana Bourbour a Notary public (here insert name and title of the officer),

personally appeared David crockett Byers, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Mandana (Seal)

Printed 02-18

INDEX LEGEND

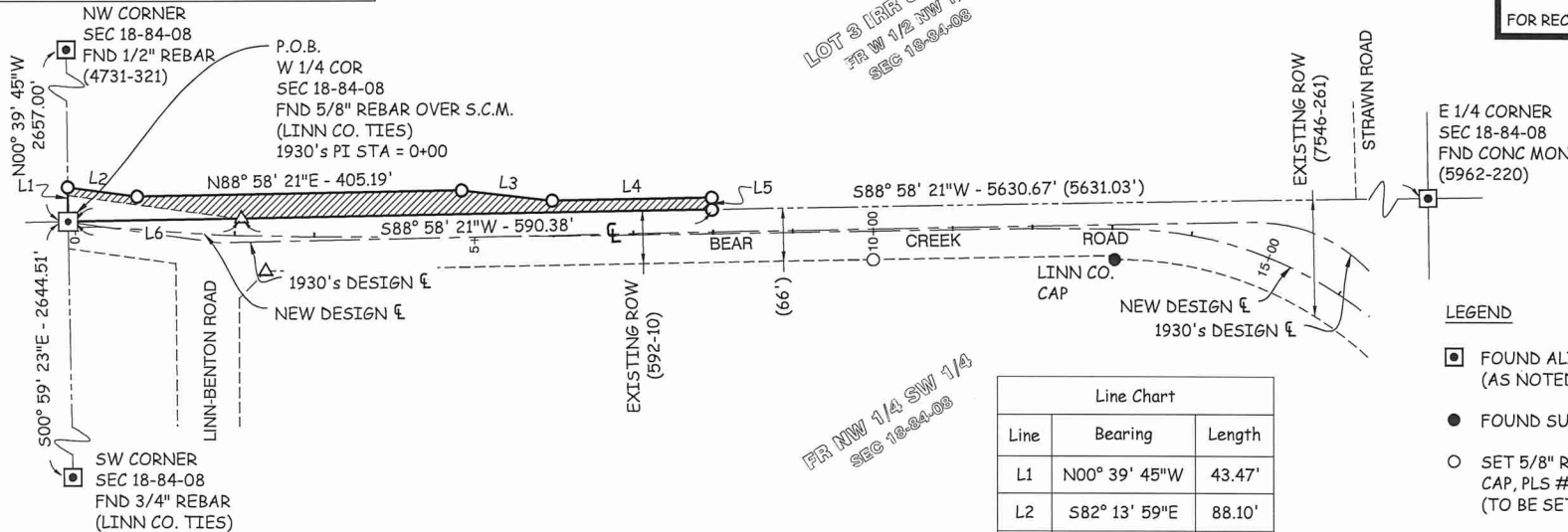
Location: Lot 3, Irr. Survey Fr W 1/2 NW 18-84-08
Requestor: Linn County Secondary Roads
Proprietor: Scott Byers, et al
Surveyor: Curtis Logan, P.L.S., P.E.
Company: Linn County Secondary Roads
Return To: 1888 County Home Road
Marion, IA 52302 Ph:319.892.6400

EXHIBIT "A" - ACQUISITION PLAT

PROJECT NO. L-BEAR CREEK(22)
FR W 1/2 NW 1/4 SECTION 18, T84N, R8W
LINN COUNTY, IOWA

LOT 3 IRR SURVEY
FR W 1/2 NW 1/4
SEC 18-84-08

FOR RECORDER'S USE ONLY



Line Chart		
Line	Bearing	Length
L1	N00° 39' 45"W	43.47'
L2	S82° 13' 59"E	88.10'
L3	S83° 30' 42"E	114.68'
L4	N88° 58' 21"E	200.01'
L5	S01° 01' 39"E	15.00'
L6	S88° 58' 21"W	215.85'

Legal Description -

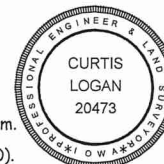
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Beginning at a found 5/8" rebar marking the W 1/4 Corner of said Section 18;
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Thence S82° 13' 59" E - 88.10 feet;
Thence N88° 58' 21" E - 405.19 feet;
Thence S83° 30' 42" E - 114.68 feet;
Thence N88° 58' 21" E - 200.01 feet;
Thence S01° 01' 39" E - 15.00 feet to a point on said north ROW line, being the south line of said Lot 3;
Thence S88° 58' 21" W - 590.38 feet along said north ROW line;
Thence S88° 58' 21" W - 215.85 feet along said south line of Lot 3 to the Point of Beginning.

Said parcel contains 0.48 acres including 0.08 acres of existing Linn County ROW.

NOTES:

- Section Corners and existing ROW control corners were surveyed in June/November 2020, using RTK GPS on SPC, NAD83, 2011 Adjustment Datum.
- The portion of Bear Creek Road running adjacent to the north line of the NW SW Sec. 18-84-08W was established by deed in 1934 (Bk 592, Pg 10).



PRELIMINARY

Secondary Road Department
ACQUISITION PLAT
PROJECT NO. L-BEAR CREEK(22)
FR W 1/2 NW 1/4 SECTION 18, T84N, R8W
LINN COUNTY, IOWA

DATE: 01-04-2021
SURVEY DATE: JUNE 2020
FIELDBOOKS:
SCALE: 1" = 150'
SHEET 1 OF 1



Siteimprove, Inc
5600 West 83rd Street
Suite 400
Bloomington Minnesota 55437
United States

Order Form for Linn County
Offer Valid Through: 3/31/2021
Proposed by: Lauren Bachmeier
Quote Number: Q-42868.3

ORDER FORM

Address Information

Bill To:

Linn County
935 2nd St SW
Cedar Rapids IA 52404-2164
United States

Ship To:

Linn County
935 2nd St SW
Cedar Rapids IA 52404-2164
United States

Contact Name: communications director Joi Alexander
Email Address: joi.alexander@linncounty.org

Phone: (319) 892-5118

Term & Payment Details

Free Access Period: 5/1/2021 - 6/30/2021
Annual Start Date*: 7/1/2021

Subscription Term: 36 Months
Payment Term: Net 30 days
Payment Method: Bank Transfer
Automatic Renewal: ☒

Annual Price Increase: 3%
Billing Frequency: Annual
Billing Method: Email
Invoice Date: 5/1/2021

Extension to 79467. Except as set forth in this Order Form, the Terms and Conditions in 79467 will remain unaffected.

Included Services

Subscription Services	Limit Type	Quantity*
Response	Response Check Points	3
Quality Assurance & Policy	Pages	5,000
SEO	Pages	5,000
PDF-check of documents	PDFs	500
Accessibility	Pages	5,000

Perfect Your Digital Presence
with eye-opening insights

info@siteimprove.com
www.siteimprove.com



Siteimprove, Inc
5600 West 83rd Street
Suite 400
Bloomington Minnesota 55437
United States

Order Form for Linn County
Offer Valid Through: 3/31/2021
Proposed by: Lauren Bachmeier
Quote Number: Q-42868.3

Subscription Services	Limit Type	Quantity*
Analytics	Yearly Page Views	3,000,000
Behavior Map	Maps	250
Premium Success Plan	N/A	1

**When Subscription Services share the same Limit Type, the Quantity specified represents an aggregated amount, which is shared by these services.*

Additional Services	Limit Type	Quantity	Product Price
Premium Implementation Plan	N/A	1	USD 0.00

Annual Subscription Fee: USD 14,434.00

At least 0 days prior the start of a new Billing Frequency Period, Siteimprove will send an invoice for the proportionate Subscription Fee.



Siteimprove, Inc
5600 West 83rd Street
Suite 400
Bloomington Minnesota 55437
United States

Order Form for Linn County
Offer Valid Through: 3/31/2021
Proposed by: Lauren Bachmeier
Quote Number: Q-42868.3

Purchase Order Information

(Customer to complete)

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

☒ No
☐ Yes

Is PO renewal required for each invoicing term?

☒ No
☐ Yes

PO Number:

PO requests must be sent to:

Billing Information

(Customer to complete)

Billing Contact Name:

Joi Alexander

Billing E-mail:

joi.alexander@linncounty.org

Billing References:

E-invoicing Information:

joi.alexander@linncounty.org



Siteimprove, Inc
5600 West 83rd Street
Suite 400
Bloomington Minnesota 55437
United States

Order Form for Linn County
Offer Valid Through: 3/31/2021
Proposed by: Lauren Bachmeier
Quote Number: Q-42868.3

Customer Signature

By signing below, Linn County agrees to the subscription and payment terms of this Order Form.

On behalf of Customer: Linn County, IA

Name: Linn County Supervisor Stacey Walker

Date: March 17, 2021

Signature

The Order Form must be executed and/or returned to Siteimprove before the first applicable access date. If not, Siteimprove may, without changing price or term length, adjust the first applicable access date.



Siteimprove, Inc
5600 West 83rd Street
Suite 400
Bloomington Minnesota 55437
United States

Order Form for Linn County
Offer Valid Through: 3/31/2021
Proposed by: Lauren Bachmeier
Quote Number: Q-42868.3

PREMIUM IMPLEMENTATION PLAN

1. Scope of Services. Siteimprove provides set-up, configuration, data integration, and education services as set forth in this Premium Implementation Plan.

2. Implementation Team. Siteimprove will assign a Customer Success Manager, Technical Support Engineer, and Implementation Analyst to Customer to manage the Premium Implementation Plan.

3. Timeline. Scope of Services described in Section 1 and this Implementation Plan shall take approximately 2-4 weeks from the Effective Date. During this time and upon completion, the Included Services can be accessed at <http://my.siteimprove.com>.

4. Set-Up and Configuration. The Implementation team will work with Customer to set up and configure its account. Set-up and configuration may include the following:

- Configuration of access settings for up to 50 users and 5 groups
- 2 hours of custom configuration. Custom configuration could include but is not limited to:
 - Advanced policies
 - Dashboards and reports
 - Behavior Maps and User Journeys
 - CMS deep-link
 - Event-tracking setup
 - Internal search tracking
- Set-up of Development website crawls (subject to additional terms and conditions)
- Set-up of non-public website (excluding development sites and subject to additional terms and conditions)
- SSO configuration and access
- API Support

5. Data Integration. The implementation team will assist Customer with data integration. This includes but is not limited to Jira or Sitecore.

6. Education Services. Customer shall have access to Siteimprove's Academy Plus and Self-Help Resources during the Initial Term and any Renewal Term.

6.1 Academy Plus. The Included Services include access to Siteimprove's Academy Plus for up to 20 users at no additional charge. Siteimprove's Academy offers courses on Accessibility, Analytics, and SEO (each a "**Course**"). Academy Plus includes all Courses and learning tracks, a team leaderboard, administrative capabilities, and reporting. Academy Plus can be accessed through your dashboard at the URL stated above.

6.2 Self-Help Resources. Customers can take full advantage of Siteimprove self-help tools, available online via our [Help Center](https://support.siteimprove.com/) (<https://support.siteimprove.com/>). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what's new, read technical notes, and access free webinars.

LINN COUNTY



PROCLAMATION

MARCH FOR MEALS ON WHEELS WEEK MARCH 22-26, 2021

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

WHEREAS, Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month, the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and

WHEREAS, the 2021 observance of March for Meals provides an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

WHEREAS, volunteers for Meals on Wheels programs in Linn County are the backbone of the program, and they do not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also demonstrate caring concern and attention to their welfare; and

WHEREAS, the Meals on Wheels program in Linn County provides nutritious meals to seniors throughout the area that help them maintain their health and independence, thereby preventing unnecessary falls, hospitalizations and/or premature institutionalization;

NOW, THEREFORE, BE IT PROCLAIMED that we, the Linn County Board of Supervisors, do hereby proclaim March 22 through March 26, 2021 as March of Meals On Wheels Week and urge every citizen to take this week to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them.

Linn County Board of Supervisors

Chairperson

