



# **Liberty Commons**

Prepared by and Return to:  
Grant D. Lientz, 360 N. Main Street, North Liberty, IA 52317 319-626-5767

**DEVELOPER'S AGREEMENT  
LIBERTY COMMONS SUBDIVISION**

THIS AGREEMENT, made by and between the City of North Liberty, Iowa, a municipal corporation, hereinafter referred to as "City," and CMW Properties, LLC and GRD Burleson, LLC, together hereinafter referred to as "Developer."

**SECTION 1. REQUEST FOR PLAT APPROVAL.**

Developer has requested that the City approve the proposed final plat, attached hereto as Exhibit A and incorporated herein by reference, for the subdivisions known as Liberty Commons Subdivision (referred to herein as the "plat") for the real estate situated in North Liberty, Johnson County, Iowa, legally described as follows:

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M. AND PART OF FREE REIN SUBDIVISION AS RECORDED IN BOOK 40 PAGE 151 OF THE JOHNSON COUNTY RECORDS, JOHNSON COUNTY, IOWA AND PART OF AUDITOR'S PARCEL 2022077 AS RECORDED IN BOOK 66 PAGE 206 OF THE JOHNSON COUNTY RECORDS, JOHNSON COUNTY, IOWA DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID FREE REIN SUBDIVISION; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF DUBUQUE STREET S89°32'17"W, 590.73 FEET; THENCE ALONG SAID SOUTH LINE S01°39'18"E, 15.32 FEET; THENCE 126.89 FEET ALONG SAID SOUTH LINE ON A 862.50 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING S76°30'52"W, 126.87 FEET); THENCE ALONG SAID SOUTH LINE S35°55'49"W, 118.59 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH LIBERTY ROAD; THENCE ALONG SAID EAST LINE S00°26'09"E, 68.87 FEET; THENCE S89°36'16"W, 10.77 FEET; THENCE ALONG SAID EAST LINE S01°52'45"E, 178.68 FEET; THENCE S89°34'19"W, 32.57 FEET; THENCE S01°49'04"E, 30.00 FEET; THENCE N89°33'26"E, 241.72 FEET; THENCE S01°42'52"E, 595.18; THENCE S88°50'57"W, 75.00 FEET; THENCE S03°55'22"E, 255.81 FEET; THENCE N89°39'12"E, 268.88 FEET; THENCE

59°39'14"E, 191.68 FEET; THENCE H00°20'26"W, 165.80 FEET; THENCE S88°50'57", 345.86 FEET; THENCE N01°42'52", 594.76 FEET; THENCE 88°45'32"E, 557.52 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST PROPERTY LINE N01°23'06"W, 409.45 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED AREA CONTAINS 10.18 ACRES MORE OR LESS AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

As part of this request, Developer avers its full ownership of the real estate described above.

**SECTION 2. CONDITIONS OF PLAT APPROVAL AND RIGHT TO PROCEED.**

A. The City agrees that it will approve the final plat of this subdivision upon the conditions that:

1. The final plat conforms to the preliminary plat;
2. The construction plans have been submitted and approved;
3. The public improvements have been constructed and accepted by the City or, in the event the Developer requests and the City agrees to the construction of the public improvements after final plat approval, the Developer has complied with the security requirements set forth in Section 180.11(8) of the Code of Ordinances and Section 7 of this Agreement; and
4. The Developer enters into and abides by this Agreement.

B. The Developer further agrees that this Agreement shall be a covenant running with the land and shall be binding on the present and future owners of the property.

C. The Developer may not construct sanitary sewer mains, storm sewer mains, water mains, streets, utilities, public or private improvements or any buildings until the following conditions have been satisfied:

1. This Agreement has been fully executed by the Developer, filed with the City Clerk, and approved by the City Council;
2. All permits required by local, state, and federal law have been applied for and issued by the appropriate authority; and
3. Contingent upon the permitting requirements set forth in Paragraph 3 of this section being met, all necessary construction permits have been applied for and issued by the City.

D. The Developer may not grade or otherwise disturb the earth, remove trees until the Developer has complied with the erosion control and grading provisions set forth in Section 5 of this agreement.

**SECTION 3. DEVELOPMENT REQUIREMENTS AND PROPERTY IMPROVEMENTS.**

A. Development Standards. The subdivision shall be developed according to the preliminary and final subdivision plats as approved by the City and according to the plans and specifications as approved by the City. All plans shall be approved before the commencement of any work in accordance with the subdivision plat. There shall be no variance from the subdivision plats, or from the construction plans and specifications, unless approved in writing by the City.

B. Public Improvement Standards.

1. All improvements and facilities described in this Agreement shall be constructed and installed by the Developer according to the plans, specifications, ordinances and standards of the City and in accordance with all applicable federal and state laws and regulations. All required inspections shall be performed by the City Engineer or designate. Said inspections shall consist of inspection of the work in progress but shall not relieve or release the Developer from its responsibility to construct said improvements and facilities pursuant to the agreed upon plans and specifications. These improvements and facilities include but are not limited to public water system; sanitary sewer system; storm sewer and drainageway system; site grading; underground utilities; setting for lot and block monuments; and surveying and staking.

2. The Developer acknowledges that it and its successors and assigns, including but not limited to builders and contractors, are responsible for meeting all requirements set out in approved plans, engineering specifications, City ordinances, City policies, other City standards, applicable state laws and regulations, and applicable federal laws and regulations. More specifically, the Developer and its successors and assigns waive as a defense to any claims of negligence that the City failed to discover or identify to the Developer any act or omission that does not meet the standards set out in approved plans, engineering specifications, City ordinances, City policies, other City standards, applicable state laws and regulations, and applicable federal laws and regulations.

C. Standard Requirements. Further, the Developer agrees that:

1. All streets shown on the plat will be constructed of concrete paving with concrete curb and gutter as shown on the approved construction plans and will be dedicated to the City.

2. The Developer shall provide for the installation of all electric lines, street lights, gas mains, telephone lines and other utility facilities that are necessary

at the Developer's sole cost. Developer further agrees that all utilities shall be installed underground.

3. Any decorative street lighting must be approved by the City and installed at the Developer's sole cost.

4. At such time as building construction occurs on a lot, but in no event later than five (5) years from the date the subdivision plat is recorded, the Developer shall install sidewalks in said subdivision abutting said lots in accordance with the plans and specifications of the City, and subject to inspections by the City Engineer or designate, unless otherwise shown on the plat or otherwise specified in this agreement. Notwithstanding this provision, any ADA-required ramps shall to be installed at the time other public improvements are installed.

5. The Developer shall submit a storm water management plan that will identify the drainage of this development and specify the manner in which storm water, drainage and runoff will be accommodated. The Developer agrees to dispose of all storm water through the approved storm water and drainageway system as set forth in the storm water management plan. The design and construction of a storm water detention basin, if required by the City for this development, shall comply with the City's current storm water management ordinances and policies. The Developer shall have a duty to continue the drainage across the property, and, in no event shall the Developer create an undue hardship on the adjoining property owners in the manner in which storm water runoff and drainage is managed. The Developer may reserve a drainage easement across all or a portion of the outlots within the subdivision for management of storm water runoff and drainage from the subdivision and other areas whose storm water may be more efficiently detained and drained by the utilization of such easement.

6. The Developer shall provide water, sewer, utility and drainage easements as shown on the plat.

7. Any wells shall be abandoned in accordance with applicable local, state and federal laws and regulations.

8. A Stormwater Management Facility Maintenance Agreement (or BMP Agreement) shall be required to be approved before or at the time of final plat approval.

D. Additional Requirements. Further, the Developer agrees that:

1. The Developer shall pay the following costs:

a) East Side Growth Sewer Fee: \$40,726.87 (\$3,992.83 per acre x 10.20 acres).

b) Water Connection fee \$39,996.45 (\$50.31 per linear foot x 795 linear feet)

c) Dubuque Street Rural Road Fees: A road construction fee of \$57,364.50 (\$125.25 per linear foot x 458 linear feet)

These costs shall be submitted to the City in full prior to Council approval of the final plat. Said payment shall be deemed fully released by the Developer and accepted by the City upon approval of the final plat.

2. Off-site easements showing Developer has the right to install all public improvements must be provided prior to construction plan approval. In addition, Developer shall obtain, prior to construction plan approval, such appropriate permits as may be required by Johnson County for the construction and improvement of the eastern half of Free Rein Lane. Developer agrees to construct that portion of Free Rein Lane situated outside of the corporate limits of North Liberty in accordance with the construction standards which are applicable to construction within city limits.

3. The Developer agrees to explore for existing tile lines, and to cap or connect any tile lines to the City's storm sewer system as directed by the engineer for the Liberty Commons subdivision, and as approved by the City. The location and depth of the digging and the required action upon completion of the digging shall be subject to review and approval of the City Engineer. For any capping or connecting activities required under this section, standard plastic tile and connectors are acceptable materials.

4. CMW Properties, LLC agrees to install crosswalk improvements for the roundabout crossing with North Dubuque street as depicted on the attached Exhibit B prior to final plat approval. The City shall reimburse the CMW Properties, LLC for the actual, reasonable, and documented costs of the construction of said crosswalk improvements within 30 days of final plat approval, provided that the total costs of the work so depicted shall not exceed \$60,000.00. The City shall also reimburse CMW Properties, LLC for the actual, reasonable and documented costs of upsizing the warning panels from 5 feet, totaling \$400.

5. Trail. CMW Properties, LLC agrees to construct, prior to the issuance of any certificate of occupancy for Lot 1, and notwithstanding the provisions of Section 3(C)(4) above, a trail as depicted on the attached Exhibit C. The City shall reimburse the CMW Properties, LLC for the actual, reasonable and documented costs of upsizing of the trail from 5 feet width to 8 feet and 10 feet as shown on the trail exhibit, with such costs being \$8,000.

CMW Properties, LLC agrees to install 12" water main piping prior to approval of the final plat in accordance with the approved final construction plans.

E. Owner's Association. The Developer agrees that, prior to issuance of certificates of occupancy, an owner's association shall be formed for the purpose of maintaining, controlling, and managing the common areas and storm water management facilities serving Liberty Commons Subdivision. The City shall have the opportunity to review and approve all documentation related to the initial formation and organization of the association, which shall then be recorded at the Developer's expense.

F. Annexation. Developer agrees that all real estate described in Section 1 above shall be annexed into the City prior to final plat approval. Developer agrees to secure any permits necessary from Johnson County for any work to be performed within the plat prior to annexation.

G. Developer's Obligations. Nothing in this Agreement shall be construed to impose a requirement on the City to install the original public improvements at issue herein, nor shall the Developer be deemed to be acting as the City's agent during the original construction and installation of the above-described improvements. The parties agree that the obligation to install the above-described public improvements herein shall be in accordance with the plans and specifications drafted by the Developer and subject to the approval of the City. Furthermore, the obligations shall remain on the Developer until completion by the Developer and until acceptance by the City, as provided by law.

#### **SECTION 4. PUBLIC UTILITIES.**

Developer agrees that it will obtain any necessary concurrence of utility or other easements from appropriate utility companies. Developer agrees that it will provide for the continuation of all required water, sanitary sewer and storm drainage facilities. The Developer agrees that it will connect and use existing public water supplies in accordance with the North Liberty Municipal Code and that the Developer will provide a plan outlining the drainage of the land and indicating the manner in which the drainage will be accommodated and will connect to the existing storm water sewer systems when available in accordance with the plan approved by the City Engineer.

#### **SECTION 5. EROSION CONTROL AND GRADING.**

A. Erosion Control. Before any grading or utility construction is commenced or building permits are issued, the Developer shall design and implement an erosion control plan which shall be reviewed and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. All seeded areas shall be fertilized, mulched and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan or any supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion and assess the costs of such action to the Developer or to the property, or both. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. It is anticipated that all of such areas

shall be seeded with prairie grasses and/or other natural plantings so as to minimize the need for frequent mowing and other maintenance.

B. Grading. No grading of any nature may occur on this property until a grading plan is implemented by the Developer and approved by the City. Within ninety (90) days after the completion of any grading, the Developer shall provide the City with an "as-constructed" grading plan and a certification by registered land surveyor or engineer that all ponds, swales and ditches, if any, have been constructed in accordance with the plans approved by the City.

#### **SECTION 6. PHASED DEVELOPMENT.**

If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases will not be allowed to proceed until Developer's Agreements for such phases are approved by the City.

#### **SECTION 7. PUBLIC IMPROVEMENTS AND ASSESSMENT WAIVER.**

A. If all the public improvements and facilities as provided in this agreement are not installed and accepted by the City prior to approval of the final plat, the Developer is required to either deposit in escrow or file a surety bond with the City in the amount equal to the estimated costs of the public improvements and facilities plus ten percent prior to the approval of the final plat, as set forth in Section 180.11(8)(A)(2) of the Code of Ordinances. In any event, no building permits will be issued until all the public improvements and facilities are constructed and accepted by the City.

B. In the event the Developer, its assigns or successors in interest, should sell or convey lots in said subdivision without having constructed the public improvements and facilities as provided in this Agreement or without the City having accepted all public improvements and facilities; or the Developer, its assigns or successors in interest in said subdivision, shall fail to construct sidewalks as set forth in Section 3(C)(4), the City shall have the right to install and construct said improvements, facilities and sidewalks. Unless City is fully reimbursed for these costs from the escrowed money or surety bond held by the City, the costs of said public improvements, facilities and sidewalks shall be a lien and charge against all of the lots adjacent to or in front of the improvements, facilities and sidewalks that are constructed and any lots which may be assessed for public improvements, facilities and sidewalks under the provisions of Chapters 364 and 384 of the Iowa Code. It is further provided that this requirement to construct said public improvements, facilities and sidewalks is and shall remain a lien from the date of execution until properly released as hereinafter provided.

C. The Developer acknowledges and agrees that all lots of the subdivision are specifically benefited by the public improvements, facilities and sidewalks, and the cost of such public improvements, facilities and sidewalks need not meet the requirements of notice, benefit or value as provided by the law of the State of Iowa for assessing such improvements and facilities.



**SECTION 8. ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.**

A. The Developer shall submit to the City, for approval by the City Engineer, plans and specifications for the construction of improvements in the subdivision which have been prepared by a registered professional civil engineer. The Developer shall obtain approval of the construction plans and all necessary permits from the appropriate city, state and federal agencies before proceeding with construction. In addition, the Developer shall cause to have its engineer provide adequate field inspection personnel to ensure that an acceptable level of quality control is maintained.

B. The Developer shall pay all costs of engineering administration, which will include review of the Developer's final construction plans and specifications, monitoring of construction, and consultation with the Developer and its engineer on the status, progress or other issues regarding the project. The Developer shall pay for the reasonable construction observation performed by the City staff or consulting City Engineer. Construction observation will consist of examination of proposed public utilities, street construction and other infrastructure improvements. The engineering administrative fee and construction observation fees to be paid by the Developer shall be determined by the City, in part based on the standard hourly fee schedule in effect between the City Engineer and the City on file at City Hall and in part based on standard fees for other staff members that perform the duties noted above. The City shall provide the appropriate supporting documentation for these fees upon request by the Developer.

**SECTION 9. RELEASE.**

The City agrees that when the public improvements, facilities and sidewalks required by Section 3 of this Agreement have been installed to the satisfaction of the City, it will promptly issue appropriate releases of various lots of the subdivision for recording in the Johnson County Recorder's Office so that this Agreement, or applicable portions thereof, will no longer constitute a cloud on the title of the lots in said subdivision.

**SECTION 10. DEVELOPER'S OBLIGATION AND DEFAULT.**

A. The Developer agrees and is fully obligated to perform as provided in this Agreement. The Developer is liable and responsible for each and every obligation agreed to be undertaken pursuant to this Agreement. Failure of the Developer, its employees, agents or assigns, to perform is not a defense for the Developer against any action to be taken by the City.

B. In the event of default by the Developer regarding any work to be performed by the Developer under this Agreement, the City may, at its option, perform the work and bill the Developer for said work. The Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given written notice of the work in default, and has not cured such default within fourteen (14) days of such notice. This Agreement is an authorization for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter upon the

property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part against all of the property located in the subdivision.

**SECTION 11. AUTHORIZATION TO ENTER PREMISES.**

Developer grants the City, its agents, employees, officers and contractors, authorization to enter the subdivision area to perform all work and inspections deemed appropriate and necessary by the City in conjunction with this development.

**SECTION 12. FEES.**

The Developer agrees to record this Agreement and to pay all necessary recording and filing fees that accrue as a result of any work that is performed under this Agreement or made necessary as a result of this subdivision project. A copy of this recorded Agreement will be provided to the City.

**SECTION 13. TIME OF PERFORMANCE.**

Developer shall install all required public improvements, except for sidewalk construction deferred in accordance with Section 3(C)(4), within two (2) years from the date of City approval of this Agreement. In the event that the Developer fails to install the required public improvements within the above-referenced time, authorization to proceed with the development shall cease, and the Developer shall be required to seek reauthorization and approval of this development. Developer may, however, request an extension of time from the City. If an extension is granted, it may be conditioned upon updating any security posted by the Developer or requiring the Developer to provide security to reflect cost increases and extended completion date.

**SECTION 14. MISCELLANEOUS.**

A. The Developer represents and states that the plat complies with all city, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations. The City may, at its option, refuse to allow construction or development work in the subdivision until the Developer complies with the appropriate law or regulation. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, occupancy permits or other permits.

D. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or a release.

F. Except as hereinafter provided, the Developer may not assign this Agreement or the obligations imposed by this Agreement without the written permission of the City Council or as otherwise provided in this Agreement. This restriction shall not apply to another entity solely owned and controlled by the members of the Developer, which assignment shall not serve to release Developer from the obligations undertaken hereunder.

G. The Developer's obligations under this Agreement shall continue in full force and effect even if the Developer sells a portion of the subdivision, the entire platted area, or any part thereof.

H. No building or occupancy permits will be issued until all public improvements have been constructed in accordance with applicable standards and formally accepted by the City. Notwithstanding the foregoing, the Developer may transfer the ownership of all outlots within the subdivision to an owners association, which shall assume the obligation to maintain and repair the stormwater detention facility and other infrastructure on said outlots located thereon, and Developer shall be released from any further liability or responsibility to repair or maintain the infrastructure on said outlots.

I. The Developer shall take out and maintain a public liability and property damage insurance policy covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them.

J. The Developer shall record any restrictive or protective covenants for the subdivision. A copy of the recorded restrictive or protective covenants will be provided to the City.

K. The Developer shall record the original copy of this agreement, with all requisite signatures, at the time the other final plat documents are recorded as required by law.

**SECTION 15. NOTICES.**

Required notices to the Developer shall be in writing and shall either be hand delivered to the Developer, its agents or employees, or mailed to the Developer by registered mail at the following address:

CMW Properties, LLC  
221 E Burlington St  
Iowa City, IA 52240

GRD Burleson, LLC  
1805 State Street Suite 101  
Bettendorf, IA 52722

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator or mailed to the City by registered mail in care of the City Administrator at the following address:

North Liberty City Administrator  
P.O. Box 77  
North Liberty, IA 52317

Notices mailed in conformance with this section shall be deemed properly given.

**SECTION 16. SUCCESSORS AND ASSIGNS.**

This Agreement shall be a covenant running with the land and inure to the benefit of and be binding upon the parties, their successors and assigns.


[signature pages to follow]

DATED this \_\_\_ day of \_\_\_\_\_, 2024.

CITY OF NORTH LIBERTY, IOWA

CMW PROPERTIES, LLC

By: \_\_\_\_\_  
Chris Hoffman, Mayor

By:   
\_\_\_\_\_  
Joe Clark, Manager

GRD BURLESON, LLC

ATTEST: \_\_\_\_\_  
Tracey Mulcahey, City Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

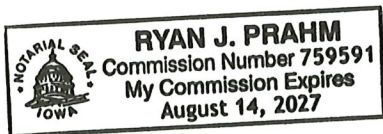
STATE OF IOWA, JOHNSON COUNTY: ss

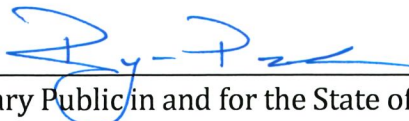
On this \_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris Hoffman and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. \_\_\_\_\_ of the City Council on the \_\_\_ day of \_\_\_\_\_, 2024; and that Chris Hoffman and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

STATE OF IOWA, JOHNSON COUNTY: ss

This instrument was acknowledged before me on this 4<sup>th</sup> day of September, 2024, by Joe Clark, in their capacity as Manager of CMW Properties, LLC.



  
\_\_\_\_\_  
Notary Public in and for the State of Iowa

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2024,  
by \_\_\_\_\_, in their capacity as Manager of GRD Burleson, LLC.

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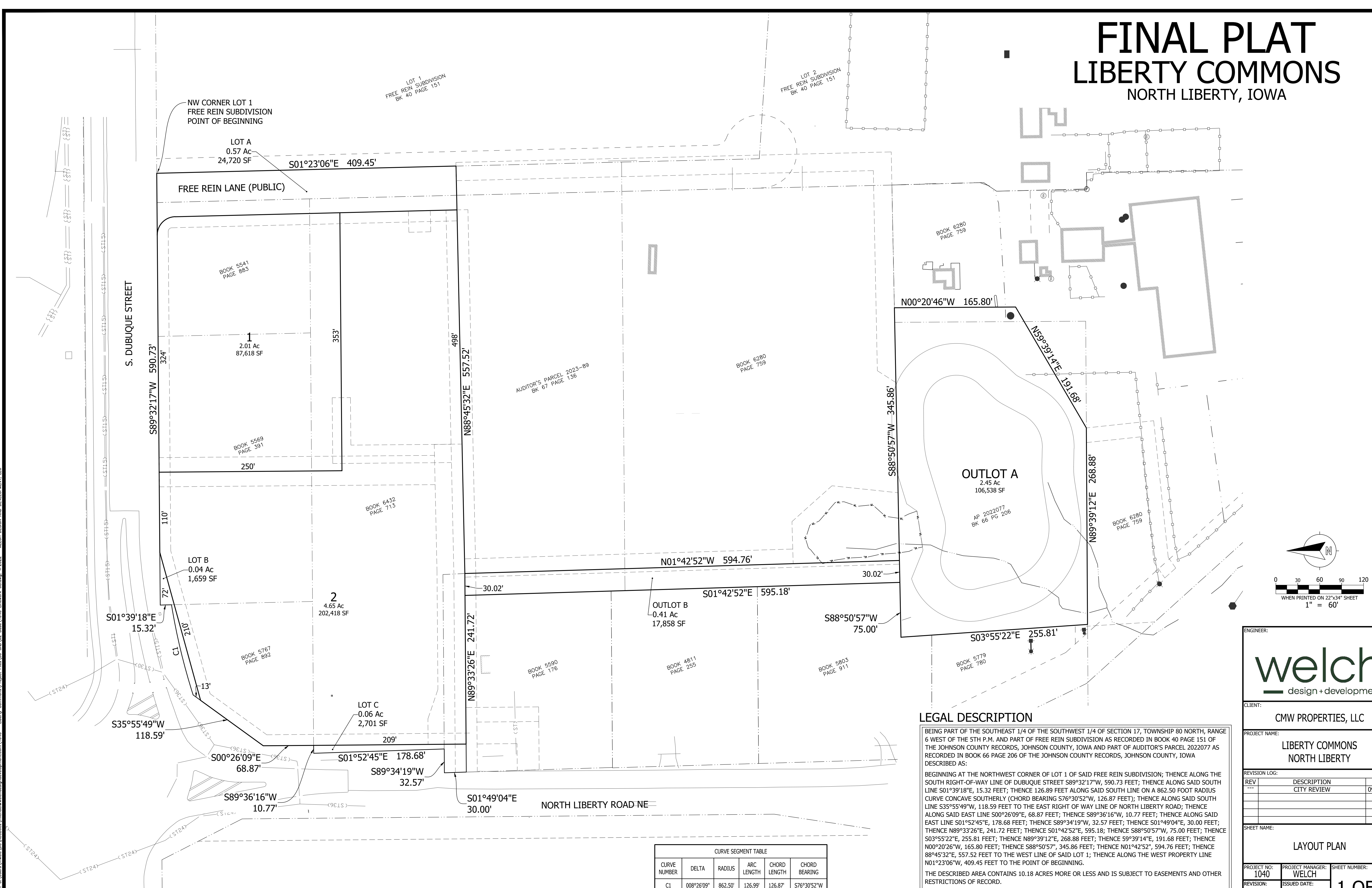
Notary Public in and for the State of Iowa

**EXHIBIT A**

# FINAL PLAT

## LIBERTY COMMONS

NORTH LIBERTY, IOWA



### LEGAL DESCRIPTION

BEING PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE 5TH P.M. AND PART OF FREE REIN SUBDIVISION AS RECORDED IN BOOK 40 PAGE 151 OF THE JOHNSON COUNTY RECORDS, JOHNSON COUNTY, IOWA AND PART OF AUDITOR'S PARCEL 2022077 AS RECORDED IN BOOK 66 PAGE 206 OF THE JOHNSON COUNTY RECORDS, JOHNSON COUNTY, IOWA DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SAID FREE REIN SUBDIVISION; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF DUBUQUE STREET S89°32'17"W, 590.73 FEET; THENCE ALONG SAID SOUTH LINE S01°39'18"E, 15.32 FEET; THENCE 126.89 FEET ALONG SAID SOUTH LINE ON A 862.50 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING S76°30'52"W, 126.87 FEET); THENCE ALONG SAID SOUTH LINE S35°55'49"W, 118.59 FEET TO THE EAST RIGHT OF WAY LINE OF NORTH LIBERTY ROAD; THENCE ALONG SAID EAST LINE S00°26'09"E, 68.87 FEET; THENCE S89°36'16"W, 10.77 FEET; THENCE ALONG SAID EAST LINE S01°52'45"E, 178.68 FEET; THENCE S89°34'19"W, 32.57 FEET; THENCE S01°49'04"E, 30.00 FEET; THENCE N89°33'26"E, 241.72 FEET; THENCE S01°42'52"E, 595.18; THENCE S88°50'57"W, 75.00 FEET; THENCE N00°20'26"W, 165.80 FEET; THENCE S88°50'57", 345.86 FEET; THENCE N01°42'52", 594.76 FEET; THENCE 88°45'32"E, 557.52 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG THE WEST PROPERTY LINE N01°23'06"W, 409.45 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED AREA CONTAINS 10.18 ACRES MORE OR LESS AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

| CURVE SEGMENT TABLE |            |         |            |              |               |
|---------------------|------------|---------|------------|--------------|---------------|
| CURVE NUMBER        | DELTA      | RADIUS  | ARC LENGTH | CHORD LENGTH | CHORD BEARING |
| C1                  | 008°26'09" | 862.50' | 126.99'    | 126.87'      | S76°30'52"W   |

ENGINEER:

CLIENT:  
 CMW PROPERTIES, LLC

PROJECT NAME:  
 LIBERTY COMMONS  
 NORTH LIBERTY

REVISION LOG:

| REV | DESCRIPTION | DATE     |
|-----|-------------|----------|
| --- | CITY REVIEW | 09-08-24 |

SHEET NAME:  
 LAYOUT PLAN

|                     |                            |               |
|---------------------|----------------------------|---------------|
| PROJECT NO:<br>1040 | PROJECT MANAGER:<br>WELCH  | SHEET NUMBER: |
| REVISION:<br>---    | ISSUED DATE:<br>09-09-2024 | 1 OF 1        |

PLOTTED: 09/09/2024 9:34 AM  
 PATH: C:\Users\mvelch\OneDrive\Documents\1040 - Liberty Commons\Project Files\1040 - Liberty Commons\Project Files\1040 - Liberty Commons\Development\1040 - Liberty Commons\Development\1040.dwg © 2022 - WELCH DESIGN AND DEVELOPMENT, LLC



**EXHIBIT B**

IOWA CITY  
COMMUNITY  
SCHOOL DISTRICT

EXISTING PCC TRAIL

EXISTING WEST-BOUND LANE

S. DUBUQUE STREET

EXISTING EAST-BOUND LANE

PROPOSED  
ROW LINE

LIBERTY COMMONS  
LOT 2

8' PCC PUBLIC TRAIL  
TO BE CONSTRUCTED  
BY THE DEVELOPER.

10' PCC PUBLIC TRAIL  
TO BE CONSTRUCTED  
BY THE DEVELOPER.

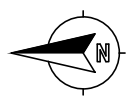
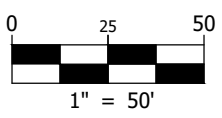
PROPOSED 10' PCC PUBLIC TRAIL  
CROSSWALK TO BE CONSTRUCTED  
BY DEVELOPER. CITY WILL  
REIMBURSE THE DEVELOPER PER  
DEVELOPER'S AGREEMENT.

EXISTING  
LANDSCAPING

NORTH LIBERTY ROAD

JEFF & LINDA WILSON  
BOOK 2781 PG 51

PLUTTER: 9/4/2024 11:53 AM  
PATH: C:\Users\jvwelch\Documents\iowacity\libertycommons\development\1040 - Liberty Commons\Project Files\3D CAD\2D Plans\1040 Unwork\_08.dwg, © 2022 - WELCH DESIGN AND DEVELOPMENT, LLC



ENGINEER:



CLIENT:  
CMW PROPERTIES, LLC

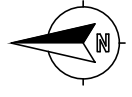
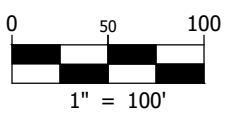
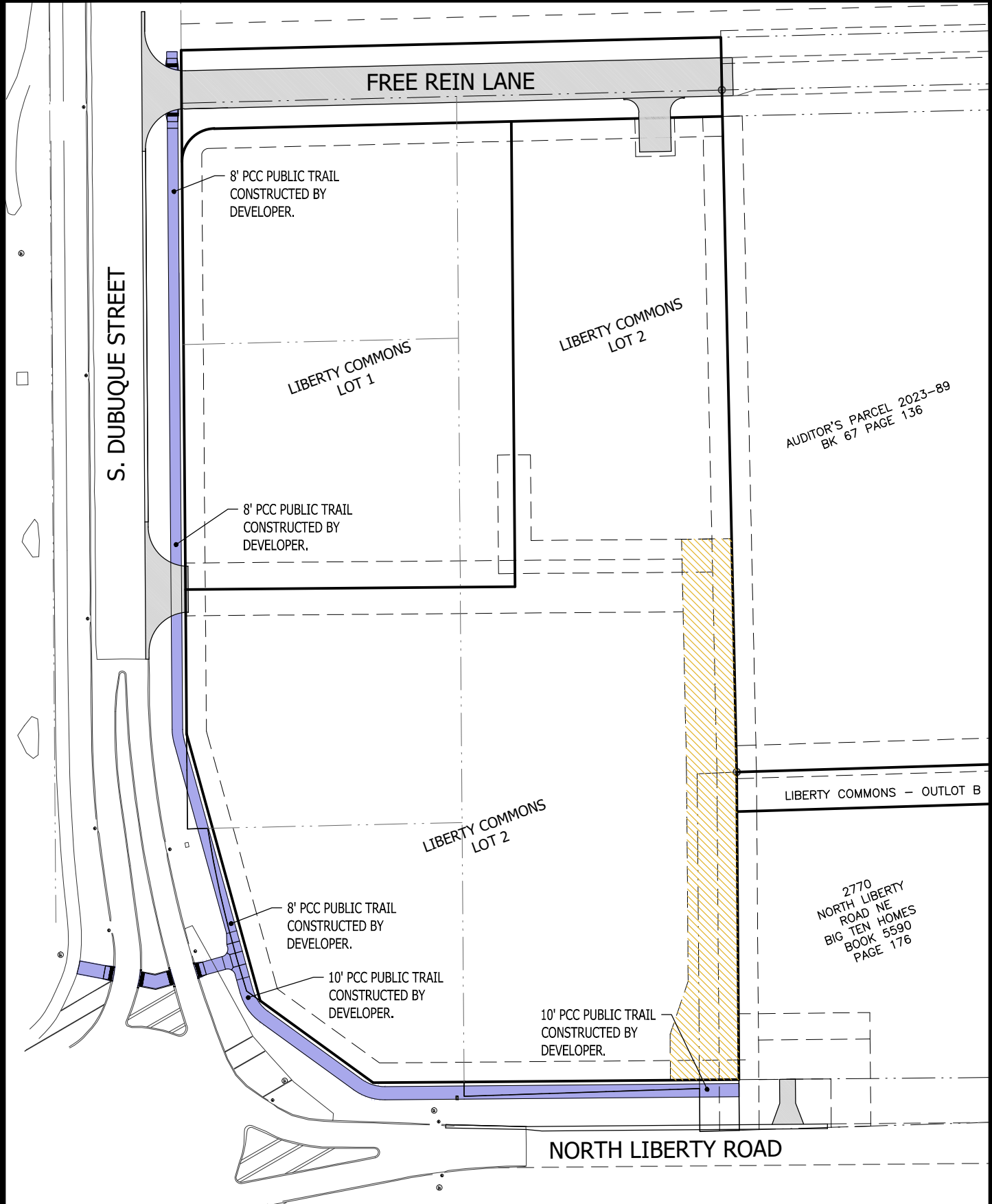
PROJECT NAME:  
LIBERTY COMMONS  
NORTH LIBERTY, IA

SHEET NAME:  
EXHIBIT  
PUBLIC TRAIL CROSSWALK

|                     |                            |                         |
|---------------------|----------------------------|-------------------------|
| PROJECT NO:<br>1040 | PROJECT MANAGER:<br>WELCH  | SHEET NUMBER:<br>1 OF 1 |
| REVISION:<br>--     | ISSUED DATE:<br>09-04-2024 |                         |

**EXHIBIT C**

PLOTTER: 9/11/2024 10:30 AM  
 PATH: G:\Users\jmwelch\Documents\weldesign\development.com\1040 - Liberty Commons\Project Files\3D CAD\US Bars\1040 Unannot.dwg, © 2022 - WELCH DESIGN AND DEVELOPMENT, LLC



ENGINEER:

CLIENT: CMW PROPERTIES, LLC

PROJECT NAME: LIBERTY COMMONS NORTH LIBERTY, IA

SHEET NAME: EXHIBIT PUBLIC TRAIL

|                     |                            |               |
|---------------------|----------------------------|---------------|
| PROJECT NO:<br>1040 | PROJECT MANAGER:<br>WELCH  | SHEET NUMBER: |
| REVISION:<br>--     | ISSUED DATE:<br>09-04-2024 | 1 OF 1        |

**Resolution No. 2024-96**

**A RESOLUTION APPROVING THE DEVELOPER'S  
AGREEMENT FOR LIBERTY COMMONS SUBDIVISION,  
NORTH LIBERTY, IOWA**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY, IOWA:**

**WHEREAS**, the terms and conditions for the development of Liberty Commons Subdivision have been set forth in an Agreement between the City of North Liberty, CMW Properties, LLC., and GRD Bureson, LLC; and

**WHEREAS**, it is the parties' desire to agree and establish, in writing, their understanding regarding said agreement.

**NOW, THEREFORE, BE IT RESOLVED** that that the Development Agreement between the City of North Liberty, CMW Properties, LLC., and GRD Bureson, LLC. is approved for Liberty Commons Subdivision, North Liberty, Iowa

**BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute said agreement.

**APPROVED AND ADOPTED** this 10th day of September, 2024.

**CITY OF NORTH LIBERTY:**

\_\_\_\_\_  
CHRIS HOFFMAN, MAYOR

ATTEST:

I, Tracey Mulcahey, City Clerk of the City of North Liberty, hereby certify that at a meeting of the City Council of said City, held on the above date, among other proceedings, the above was adopted.

\_\_\_\_\_  
TRACEY MULCAHEY, CITY CLERK