

EARLY ACCESS AGREEMENT

This Access Agreement (the "Agreement") is entered into as of September 17, 2021, by and between the City of Waterloo, Iowa ("City"), and Koelker Properties LLC "Contractors".

WHEREAS, City has acquired ownership of real property generally described as west of 3180 West Airline Highway located in the Easy Waterloo Unified Urban Renewal District and designated as parcel number 8913-05-476-010 on the Black Hawk County website; and

WHEREAS, Contractors desire to enter into a Development Agreement with City for construction on said lot, but more immediately need to add fill to the site for future construction, in accordance with stormwater regulations and procedures for such, and City is willing to allow them access to the Property for this purpose, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the future transactions contemplated by the parties as described above, and in consideration of the mutual promises exchanged herein, the parties agree as follows:

1. City hereby grants to Company the right to enter upon the Property to begin development activities, including but not limited to surveying, grading and bringing fill dirt onto the property. The term of this Agreement shall be from the date hereof until the date that City delivers a deed to Company for the Property. Company's right to conduct its activities upon the Property are expressly made subject to prior receipt of applicable zoning, building, engineering, and other regulatory approvals. Until City delivers a deed to Company, Company may not pour footings or foundations or otherwise begin any work of constructing improvements.
2. Company shall, at its own expense, procure and maintain comprehensive public liability insurance in the amount of not less than \$2,000,000 per occurrence. Such insurance shall cover liability arising from the acts or omissions of Company, its employees, contractors and agents, and shall protect the City, its officers, officials, employees, and agents, against any and all claims, damages, costs or expenses (including but not limited to reasonable attorneys' fees and expenses) arising from or in connection with injury or death to any person or persons, or loss of or damage to property, by reason of any casualty, accident or other occurrence on or about the Property during the term of this Agreement. Certificates or copies of said policies, naming the City as an additional insured, shall be delivered to City before Company, its employees, contractors, or agents, enter upon the Property for any purpose.
3. Company agrees to be responsible for any liability which may arise out of the acts or omissions of Company, its employees, agents and contractors, on or about the Property, and in said connection Company agrees to indemnify and hold harmless City, its officials, officers, employees and agents, from and against any and all claims, demands, actions, causes of action, damages, costs, fines, penalties, and liabilities of any type or nature whatsoever, including but not limited to reasonable attorneys' fees, arising out of said acts or omissions, whether sounding in law or equity, in tort or contract, by statute, or otherwise. The duties of Company under this paragraph shall survive the expiration or termination of this Agreement.

4. If for any reason the contemplated sale and purchase of the Property between the parties is canceled or otherwise does not occur, then Company shall promptly remove from the Property all of its personal property and materials or debris that it has deposited on the Property during the term hereof and restore, as nearly as possible, the condition of the Property to that which existed upon Company's initial entry upon the Property hereunder, except as otherwise permitted by express written consent of City.
5. Notwithstanding this Agreement, the parties agree to work cooperatively in good faith to finalize the terms of a development agreement in respect of the Property as expeditiously as possible.
6. The rights and duties of Company under this Agreement may not be assigned without the prior written consent of City. This Agreement is the entire agreement of the parties concerning the subject matter hereof. It may not be modified or amended without the prior written consent of the parties. This Agreement is binding on the parties and the respective successors and assigns of each. This Agreement may be executed in multiple counterparts, each of which, including signed counterparts transmitted by facsimile or other electronic means, shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Early Access Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor


_____ for Koelker Properties LLC

Attest: _____
Kelley Felchle, City Clerk



KOELEXC-01

RFRANKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Accel Group LLC 5500 Fountains Dr NE Suite 201 Cedar Rapids, IA 52411	CONTACT NAME:		
	PHONE (A/C, No, Ext): (319) 365-8611	FAX (A/C, No): (319) 365-6919	
	E-MAIL ADDRESS: certs@acceladvantage.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Integrity Select		10288
INSURED Koelker Properties, LLC 6245 Partners Ave Marion, IA 52302-4733	INSURER B : Integrity Mutual Insurance Company		14303
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP2838294	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 2838295	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP 2838297	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP2838296	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater			CPP2838294	7/1/2021	7/1/2022	Lease/Rented 185,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Waterloo
715 Mulberry St
Waterloo, IA 50703

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE