Exhibit 702.1

STATEMENT OF PROPERTY OWNER'S RIGHTS

Just as the law grants certain entities the right to acquire private property, you as the owner of the property have certain rights. You have the right to:

1. Receive just compensation for the taking of property. (Iowa Constitution, Article I, section 18)
2. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code section 6B.54(3))
3. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based not less than ten days before being contacted by the acquiring agency's acquisition agent. (Iowa Code section 6B.45)
4. An opportunity to accompany at least one appraiser of the acquiring agency who appraises your property when an appraisal is required. (Iowa Code section 6B.54(2))
5. Participate in good-faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code section 6B.2B)
6. Retain legal counsel of your choosing at your expense for the purpose of bringing a court action to challenge the exercise of eminent domain authority or the condemnation proceedings in accordance with the provisions of law. (Iowa Code section 6B.3A; Iowa Code section 6A.24)
7. A determination of just compensation by an impartial compensation commission and the right to appeal its award to the district court if you cannot agree on a purchase price with the acquiring agency. (Iowa Code section 6B.4; Iowa Code section 6B.7; Iowa Code section 6B.18)
8. Payment of the agreed upon purchase price or, if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code section 6B.25; Iowa Code section 6B.26; Iowa Code section 6B.54(11))
9. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code section 6B.33; Iowa Code section 6B.54(10))
10. Reimbursement of certain litigation expenses: (a) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (b) if the award on appeal in court is more than the compensation commissioners' award. (Iowa Code section 6B.33)
11. To the greatest extent practicable, be provided at least 90 days' written notice to vacate occupied property prior to construction or development of a public improvement. (Iowa Code section 6B.54(4))
12. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility for and amount of the payments. (Iowa Code section 316.9; Iowa Code section 6B.42) The rights set out in this statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

[**ARC 2979C**, IAB 3/15/17, effective 4/19/17]

61—34.2(6B) Alternate statement of rights. Rule 61—34.1(6B) is not intended to prohibit acquiring agencies from providing a statement of rights in a different form, a more detailed statement of rights, or supplementary material expanding upon an owner's rights.

[**ARC 2979C**, IAB 3/15/17, effective 4/19/17]

These rules are intended to implement Iowa Code section 6B.2A(1).

[Filed 9/17/99, Notice 8/11/99—published 10/6/99, effective 11/10/99]

[Filed ARC 2979C (Notice ARC 2877C, IAB 1/4/17), IAB 3/15/17, effective 4/19/17]

RECEIPT FOR STATEMENT OF PROPERTY OWNER'S RIGHTS

PROJECT MARION BUS STOPS PROJECT

PARCEL # 10303-26001-00000

ADDRESS 3555 N 10TH ST, Marion, Linn County Iowa

I certify that I am the landowner of property located at 3555 N 10TH ST, Marion, 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 9th day of November, 2026.

LINN MAR COMM SCHOOL DISTRICT

Printed Name: Katie Lowe Lancaster
Title: President, Board of Directors

Printed Name: Jonathan Galbraith
Title: Chief Financial/Operating Officer

Presented by: _____
Emily Taylor
Contract Agent for the City of Marion

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT granted this 9th day of November, 2026, by **LINN MAR COMM SCHOOL DISTRICT,** (the "Owner"), to the City of Marion, Iowa (the "City").

WHEREAS, the City will construct and maintain the MARION BUS STOPS PROJECT, which is adjacent to the Owner's land, and the Owner will cooperate with the City in the construction of the Project.

NOW, THEREFORE, in consideration of the construction and maintenance of the MARION BUS STOPS PROJECT, by the City, the Owner hereby grants to the City a temporary construction easement for purposes of, backslope, landscaping, excavation work for cut and fill needs, and other related construction in accordance with the plans and specifications on file in the office of the City Engineer of the City upon the following legally described real estate in Linn County, Iowa:

See attached Exhibit (PAGES 3 AND 4)

The City may use the temporary construction easement area for the proper construction of the infrastructure improvements, and the City, its agents, representatives, assigns, or any contractor employed by the City may enter the temporary construction easement area and make any changes to it that are necessary for the proper construction of the infrastructure improvements. All the areas used shall be sloped and graded and restored as is practicable and left in a neat and workmanlike manner.

THE OWNER, heirs, successors, or assigns shall not interfere with or disturb the construction work within the easement area without written approval of the City or its authorized representatives.

THE FOLLOWING CONDITIONS are a part of this easement:

1. The City will hold the Owner harmless from any claims for damage arising out of the City's use of the temporary easement area.

2. City contractor(s) will seed with mulch and fertilize disturbed grass areas at the end of the project, and the Owner(s) will incur no costs. Owner(s) are responsible for grass establishment and maintenance after the initial watering period provided by the contractor.

3. In compliance with the United States Department of Transportation, Standard Title VI/Non-Discrimination Assurance 7(b), with respect to any temporary property interest transferred to the City by virtue of this agreement, the City, including its employees, agents, representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that:

    a. No person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities

    b. That in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

    c. That the City will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations as forth by said Assurance 7(b).

The City may enter upon the above-described property to commence construction upon approval of this easement. This easement shall be effective for one year after the final acceptance of the project.

IN WITNESS WHEREOF, the Owner has executed this easement this 9th day of November, 2026.

LINN MAR COMM SCHOOL DISTRICT

By: _____ By: _____

Its: President, Board of Directors Its: Chief Financial/Operating Officer

STATE OF _____)
SS
COUNTY OF _____)

On this the _____ day of _____, 2026, before me _____, a notary public, personally appeared _____, who acknowledged himself/herself/themselves to be the _____, of LINN MAR COMM SCHOOL DISTRICT, and that himself/herself/themselves, as such officer(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as such officers.

In witness whereof I hereunto set my hand and official seal.

(SEAL)

_____
Notary Public

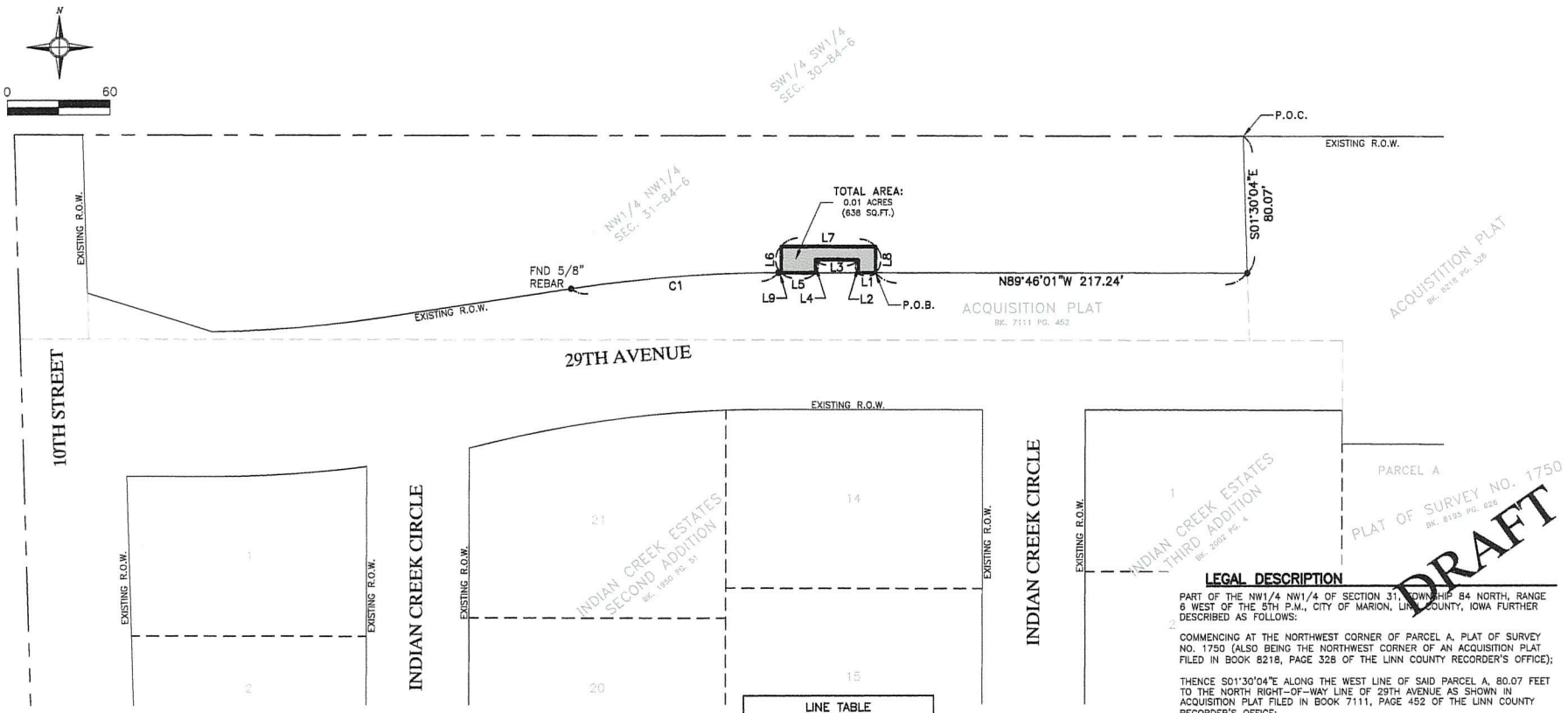
My Commission Expires:_____

Prepared by: City of Marion, Iowa
1225 6th. Avenue
Marion, Iowa 52302
Phone: 319-743-6300

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

MARION BUS STOPS

PREPARED BY & RETURN TO: R. RODNEY KLIEN, ANDERSON-BOGERT ENGINEERS & SURVEYORS, INC.
4050 RIVER CENTER CT. N.E. CEDAR RAPIDS, IOWA 52402 (319) 377-4629



LEGEND

BOUNDARY LINE	
ADJOINING LOT LINE	
SECTION LINE	
EASEMENT LINE	
FOUND 5/8" REBAR W/YELLOW CAP #9500 (UNLESS NOTED)	•
SET ½"x30" REBAR W/ORANGE CAP #18646	○
FOUND CUT "X"	X
SET SECTION/QUARTER CORNER	⚠
FOUND SECTION/QUARTER CORNER	▲
MEASURED	(M)
RECORD	(R)

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	CHORD BRG	CHORD	TANGENT
C1	8°49'02"	790.00	121.57	S85°43'09"W	121.45	60.91

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 MARION.

PROPRIETOR: LINN MAR COMMUNITY SCHOOL DISTRICT
GPN: 10303-26001-00000

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°46'01"W	10.00'
L2	N00°13'59"E	7.50'
L3	N89°46'01"W	25.00'
L4	S00°13'59"W	7.50'
L5	N89°46'01"W	20.00'
L6	N00°13'59"E	15.00'
L7	S89°46'01"E	55.00'
L8	S00°13'59"W	15.00'
L9	S89°46'01"E	1.76'

LEGAL DESCRIPTION

PART OF THE NW1/4 NW1/4 OF SECTION 31, TOWNSHIP 84 NORTH, RANGE 6 WEST OF THE 5TH P.M., CITY OF MARION, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL A, PLAT OF SURVEY NO. 1750 (ALSO BEING THE NORTHWEST CORNER OF AN ACQUISITION PLAT FILED IN BOOK 8218, PAGE 328 OF THE LINN COUNTY RECORDER'S OFFICE);

THENCE S01°30'04"E ALONG THE WEST LINE OF SAID PARCEL A, 80.07 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 29TH AVENUE AS SHOWN IN ACQUISITION PLAT FILED IN BOOK 7111, PAGE 452 OF THE LINN COUNTY RECORDER'S OFFICE;

THENCE N89°46'01"W ALONG SAID NORTH RIGHT-OF WAY LINE, 217.24 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N89°46'01"W ALONG SAID NORTH RIGHT-OF WAY LINE, 10.00 FEET;

THENCE N00°13'59"E, 7.50 FEET;

THENCE N89°46'01"W, 25.00 FEET;

THENCE S00°13'59"W, 7.50 FEET TO SAID NORTH RIGHT-OF-WAY LINE;

THENCE N89°46'01"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 20.00 FEET;

THENCE N00°13'59"E, 15.00 FEET;

THENCE S89°46'01"E, 55.00 FEET;

THENCE S00°13'59"W, 15.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.01 ACRES (638 SQ.FT.) MORE OR LESS.

SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

DRAFT

SURVEY PERFORMED: JUNE, 2026

SITE #8
3555 N 10TH STREET
PROJECT NUMBER: 225064

DRAWN BY: BJT APPROVED BY: RRK
DATE: 06/24/26 SCALE: 1"=60'
FIELD BOOK #346

CLIENT: City of Marion

ANDERSON BOGERT

SHEET NO. 1 OF 1

T:\ACAD\225064\DWG\Plats\225064 Site 8 Linn-Mar TCE.dwg 6-24-26 02:27:01 PM MNiebergall

THIS INSTRUMENT PREPARED BY ENGINEERING OFFICE, CITY OF MARION
1225 6TH AVENUE, MARION, IA 52302, PHONE: (319) 743-6340

TAX STATEMENT TO: N/A

PERMANENT PUBLIC ACCESS EASEMENT AGREEMENT

This easement for the MARION BUS STOPS PROJECT and furthermore public use ("Easement") is made this 9th day of November , 2026 , by **LINN MAR COMM SCHOOL DISTRICT**, ("Grantor"), and the City of Marion, Iowa ("Grantee"). In consideration of **one and 00/100 dollars ($1.00)** in and paid by Grantee to Grantor, Grantor and Grantee agree as follows::

WHEREAS, the Grantor is the fee simple title holder of the real property described as follows:

See attached Exhibit A

And Commonly known as: 3555 N 10TH ST, Marion, Linn County Iowa

And Parcel Number/s: 10303-26001-00000

And Document Number:

That the location of the Easement area is shown on the Permanent Public Access Easement Exhibit attached hereto as "Access Easement Exhibit A".

WHEREAS, Grantee proposes to improve the Easement Area with pavement upgrades to facilitate access to and from public Marion Bus Stops;

NOW THEREFORE, the Grantor, its heirs, successors and assigns, by this agreement, grants to the Grantee a perpetual public access easement for the purpose of public Marion Bus Stops, subject to the following terms and conditions:

1. **Permanent Easement:** Grantor hereby grants to the Grantee a perpetual and continual easement for the purpose of constructing, reconstructing, repairing, operating, using and maintaining a public Bus Stop over a portion of the Property, more particularly descried

as the area on the attached "Access Easement Exhibit A". The "Permanent Easement", which includes, within the Easement Area only, the following rights to the Grantee:

A. The right to construct, reconstruct, repair, operate, use, and maintain a public Bus Stop; and
B. The right to permit general public access by foot, bicycle, ski, or other vehicle.
C. The right to lay out, mark, develop and construct a public improvement for the public, to post signs marking the area, including but not limited to signs prohibiting parking .
D. Adequate protection thereof and also a right-of-way with right of ingress and egress thereto, over, through and across the "Easement."
E. Grantor hereby covenants with Grantee that Grantor is lawfully seized and possessed of the real estate above described by virtue of legal and/or equitable title, and that it has good and lawful right to convey the "Easement" herein subject to the following mortgages, judgments, liens and encumbrances.

2. **Improvements and Obstructions:** The Grantor further agrees to erect no obstructions or other improvements upon or under the Permanent Easement which would interfere with construction of said area without first obtaining written permission from the Grantee, which permission shall not be unreasonably withheld.

3. **Mutual Indemnity Clause:**
The Grantor and Grantee shall indemnify and holds harmless each other, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal regulations in the area. The Grantor and Grantee further agree to indemnify and hold harmless each other, its employees, representatives and agents against any loss, in-jury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the "Easement" area or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth.

4. **Successors in Interest:** This Easement Agreement shall be binding upon the parties hereto, their heirs and beneficiaries, representatives, successors and assigns.

5. **Easement of Record**: This Easement Agreement shall be recorded with the Linn County Recorder's Office.

6. **Construction of Terms:** Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

LINN MAR COMM SCHOOL DISTRICT

By:_____

Printed Name: Katie Lowe Lancaster

Title: President, Board of Directors

STATE OF _____)
SS
COUNTY OF_____)

On this the _____ day of _____ , 20___, before me _____, a notary public, personally appeared _____, who acknowledged himself/herself/themselves to be the _____ , of LINN MAR COMM SCHOOL DISTRICT. and that himself/ herself/themselves, as such officer(s), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself/themselves as such officers.

In witness whereof I hereunto set my hand and official seal.

_____
Notary Public
My Commission Expires:_____

(SEAL)

THE CITY OF MARION, GRANTEE

By:_____
Nicolas AbouAssaly, Mayor

ATTESTED TO:

By:_____
Rachel Bolender, City Clerk

GRANTEE'S ACKNOWLEDGMENT

STATE OF IOWA)
)ss:
LINN COUNTY)

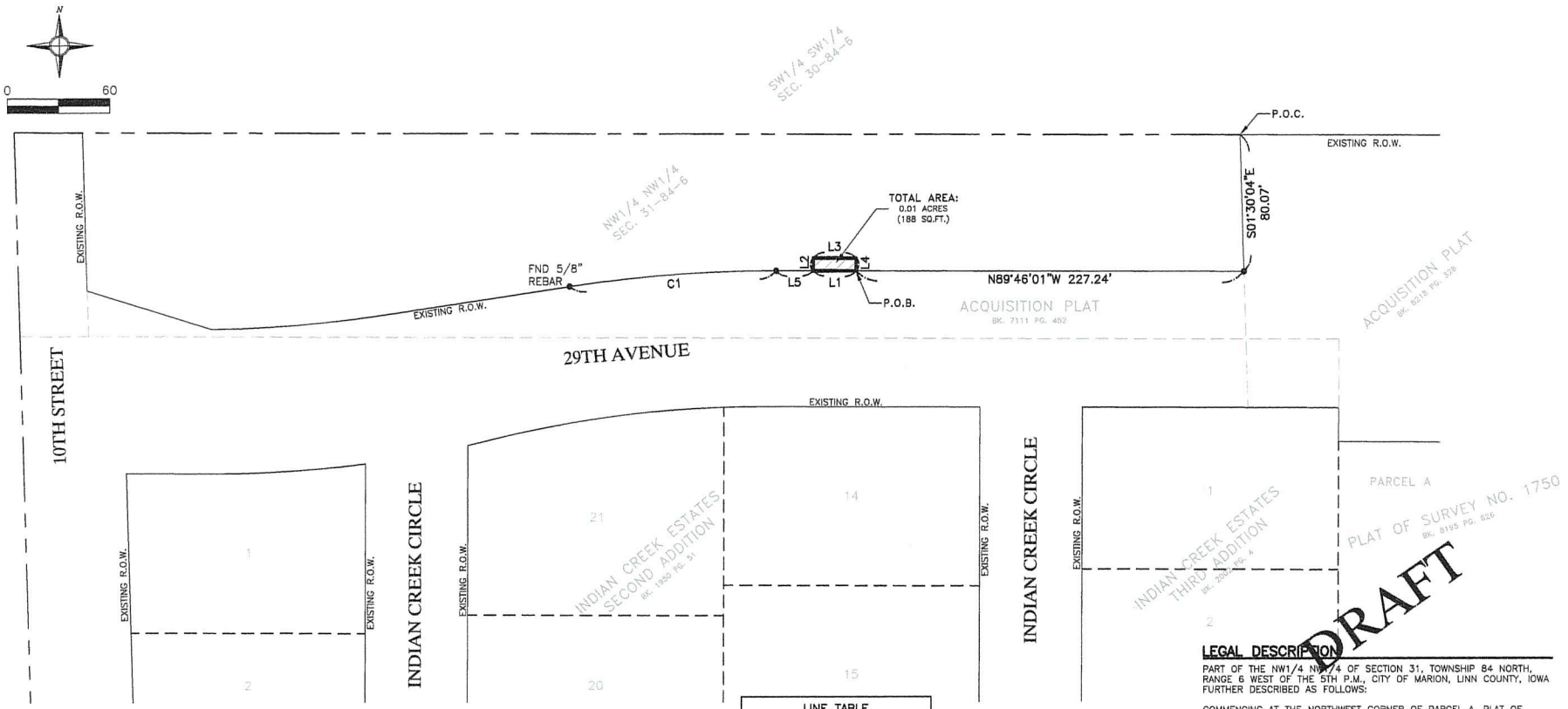
On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Nicolas AbouAssaly and Rachel Bolender, to me personally known, who being by me dully sworn, did say that they are the Mayor and City Clerk, respectively, of said municipal corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of said municipal corporation by authority of City Council of said municipal corporation; and that the said Nicolas AbouAssaly and Rachel Bolender acknowledged the execution of said instrument to be the voluntary act and deed and said municipal corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

ACCESS EASEMENT EXHIBIT

MARION BUS STOPS

PREPARED BY & RETURN TO: R. RODNEY KLIEN, ANDERSON-BOGERT ENGINEERS & SURVEYORS, INC.
4050 RIVER CENTER CT. N.E. CEDAR RAPIDS, IOWA 52402 (319) 377-4629



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L5	S89°46'01"E	21.76'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	CHORD BRG	CHORD	TANGENT
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LEGEND

BOUNDARY LINE	
ADJOINING LOT LINE	
SECTION LINE	
EASEMENT LINE	
FOUND 5/8" REBAR W/YELLOW CAP #9500 (UNLESS NOTED)	●
SET ½"x30" REBAR W/ORANGE CAP #18646	○
FOUND CUT "X"	X
SET SECTION/QUARTER CORNER	△
FOUND SECTION/QUARTER CORNER	▲
MEASURED	(M)
RECORD	(R)

NOTES:
1. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS HEREON ARE BASED UPON IOWA STATE PLANE NAD 83 NORTH ZONE.

PROPRIETOR: LINN MAR COMMUNITY SCHOOL DISTRICT
GPN: 10303-26001-00000

LEGAL DESCRIPTION

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SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEY PERFORMED: JUNE, 2026

SITE #8
3555 N 10TH STREET
PROJECT NUMBER: 225064

DRAWN BY: DJY APPROVED BY: RRK
DATE: 06/24/26 SCALE: 1"=60'
FIELD BOOK #346

CLIENT: City of Marion

ANDERSON BOGERT

SHEET NO. 1 OF 1

T:\ACAD\225064\DWG\Plats\225064 Site 8 Linn-Mar Access Easement.dwg 6-24-26 02:25:54 PM MNiebergall

COMPENSATION ESTIMATE
For Uncomplicated Acquisition Valued at Less Than $25,000

Parcel No. **BS-02** Project No. County **Linn**

Project Name MARION BUS STOPS

Record Owner(s) LINN MAR COMMUNITY SCHOOL DISTRICT

Owner's Mailing Address 3555 N 10TH ST, MARION, IA 50266

Tenant(s)

Tenant's Mailing Address

Address of Subject Property 3555 N 10TH ST

This property is described as: PART OF THE NW 1/4 NW 1/4 OF SECTION 31, TOWNSHIP 84 NORTH, RANGE 6 WEST CITY OF MARION, LINN COUNTY, IOWA

Itemization of Value:

Fee Title		Acres or Sq. ft. @		=	
Access Easement	188	Acres or Sq. ft. @	$18.00	=	$ 3,384.00
Temporary Easement	638	Sq. ft. @	$18.00 x 10%	=	$ 1,148.40
Buildings					$
Other Improvements					$
Fence					$
Loss of Landscaping					$
Loss of Access to Remaining Property					$
				Total Estimate	**$ 4,532.00**

Certification: Initial Here: _____

I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based on land value and cost data contained in the files of the Acquiring Authority, that I have no direct or indirect present or contemplated future personal interest in this property and will not in any way benefit from the acquisition of this property.

* Compensation for R/W fence to be fixed dollar schedule or in accord with 6B.44, Code of Iowa.

ADMINISTRATIVE APPROVAL

_____

DATE _____

Date of Estimate _____

_____

Estimating Agent