

Unique Doc ID: 1393259
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Fee Amount: \$37.00
Revenue Tax:
Rita A. Vargas RECORDER
Number: 201500005677
Scott County, Iowa



LEASE AGREEMENT
Recorder's Cover Sheet

PREPARER INFORMATION: Tami Bailiff, Iowa Department of Transportation, Right of Way
- Property Management, 800 Lincoln Way, Ames, IA 50010, 515-239-1191

TAXPAYER INFORMATION: N/A

RETURN DOCUMENT TO: Tami Bailiff, Iowa Department of Transportation, Right of Way -
Property Management, 800 Lincoln Way, Ames, IA 50010, 515-239-1191

GRANTORS:
Iowa Department of Transportation

GRANTEES:
City of Bettendorf, Iowa

LEGAL DESCRIPTION: (See Page 2)

DOCUMENT OR INSTRUMENT NUMBER OF PREVIOUSLY RECORDED DOCUMENTS:
N/A

IOWADOT
OFFICE OF RIGHT OF WAY
AMES, IA 50010
LEASE AGREEMENT

Parcel No. 301
Project No. IM-074-1(144)5-13-82

County Scott
Lease No. 82-86-5

THIS AGREEMENT made and entered into this 3rd day of MARCH, 2015 by and between the IOWA DEPARTMENT OF TRANSPORTATION, acting for the State of Iowa (hereinafter called "Lessor"), and the City of Bettendorf, Iowa, (hereinafter called "Lessee").

Section 1. The Lessor, for and in consideration of \$0 (Mutual Benefit) and the covenants and agreements herein contained, hereby leases to the Lessee from the 1st day of March, 2015 to the 1st day of March, 2016, and on a year-to-year basis thereafter until either party hereto provides the other party with written notice of their intention not to continue the lease as further agreed herein, the following described premises, to-wit:

A parcel of located in Lots 1 and 2 in Steamboat Landing First Addition to the City of Bettendorf, Iowa, Scott County, Iowa, containing 3.81 acres more or less, as identified in the attached Acquisition Plats 1 of 2 and 2 of 2.

The compensation due on this lease shall be Mutual Benefit.

Section 2. The Lessee agrees to vacate and surrender quiet and peaceable possession of the leased premises at the expiration of the term thereof, unless this lease has previously been extended by written agreement between the parties hereto. It is especially agreed that the Lessor may enter upon and use so much of said premises at any time as it may deem necessary for the purpose of highway construction or maintenance.

Section 3. The Lessee shall use the leased premises for approved uses by the City of Bettendorf and Iowa DOT PURPOSES ONLY. Any improvements made to the premises by Lessee shall be removed by Lessee upon termination of this lease. It is understood and agreed that any such improvements shall be at the expense of the Lessee and prior-approved by Lessor. Lessee agrees that no permanent structure(s) will be permitted on this tract unless prior-approved by the Lessor.

Section 4. It is understood and agreed that the Lessee will not allow the release or disposal of any fuel, oil, grease and any and all other petroleum products or other hazardous materials or substances within the leased area or on any adjacent lands.

If any petroleum products and/or chemicals should accidentally be released upon the leased premises or adjacent land, the Lessee agrees to immediately clean up and remove said petroleum products or chemicals to the satisfaction of the Iowa Department of Transportation and the Department of Natural Resources. The Lessee agrees to indemnify and hold the Iowa Department of Transportation harmless from any damages or loss which may result therefrom.

Section 5. Parking vehicles used for the storage of hazardous materials or substances is prohibited.

Section 6. In the event the Lessee would abandon the property or fail to keep each and every condition of this lease, the rights of the Lessee shall cease and the Lessor may take immediate possession of the premises.

Section 7. Any provision on the reverse side or attached to this lease are, by this reference, made a part of this lease.

Section 8. It is understood and agreed that the Lessee shall maintain and preserve the desirable trees and shrubs, and it is specifically understood that removal of any living tree shall be prohibited without the written permission of the Lessor.

Section 9. It is understood and agreed that the Lessee will, at the termination of this lease, restore the leased premises to a condition substantially similar to the condition which it was in at the beginning of this lease. The Lessee further agrees to reseed all disturbed areas of the leased premises. The Lessee agrees that all restoration and reseeding work will be done to the satisfaction of the Iowa Department of Transportation and all at Lessee's expense.

Failure of the Lessee to leave the premises in the same or better condition than it was on the date this lease begins shall cause the Lessor to claim from Lessee all costs incurred to restore the premises to the condition it was in prior to leasing date.

Section 10. The Lessee will protect, indemnify and save harmless, the Lessor from any and all claims, demands, judgments, loss, cost or expense for injury to or death of persons, damage to the property and improvements thereon and damage to the property of any person whomsoever (including employees and representatives of both parties hereto) in any manner arising from the use of the premises by the Lessee without regard to whether any acts or omission of the acts of the Lessor or its agents or servants contributed to said damage.

The Lessee shall furnish the State with an appropriate certificate or copy of a current liability insurance policy in the minimum amount ~~\$1,000,000.00~~ which must be in effect during the entire term of the lease as stated above. Said policy must specifically include the leased premises and must also include the Lessor as an additional insured party and must meet with the satisfaction of the Lessor. If the Lessee fails to furnish proof of insurance promptly after taking possession of the premises or fails to maintain such insurance during the entire term of this lease, such failure shall be cause for forfeiture, cancellation and termination of this lease.

Section 11. It is further agreed that Lessee may request termination of this lease by notifying the Lessor in writing thirty (30) days prior to such intention to vacate the leased premises.

Section 12. Lessor may terminate this lease for any reason deemed to be in the best interest of the State upon written notice to the Lessee thirty (30) days prior to such termination of said lease.

Section 13. Lessee shall be responsible for all maintenance within the leased area which includes, but is not limited to the following: mowing, trimming, weeding, tree pruning, removal of trash and debris, snow removal.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first herein written.

LESSEE:

Decker P. Ploehn Date _____
Decker Ploehn, City Administrator
City of Bettendorf
1609 State St
Bettendorf, IA 52722
Telephone No.: 563-344-4000

ATTEST: 3-3-15
Date

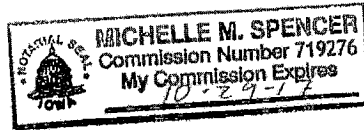
(AFFIX CITY SEAL)

STATE OF IOWA, COUNTY OF SCOTT, ss:

On the 3rd day of March, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Decker Ploehn to me personally known, who being duly sworn did say that he is the City Administrator for the City of Bettendorf, Iowa, and that he executed this instrument on behalf of the City and that said instrument is the voluntary act and deed of said City and by its voluntarily executed.

(NOTARY SEAL)

Michelle M. Spencer (Sign in Ink)
Michelle M. Spencer (Type/Print Name)
Notary Public in and for said State



APPROVAL RECOMMENDED:

BY: P-55 3/13/15
Patti Simons Date
Property Manager
Telephone No. 515-239-1562

APPROVED:
IOWA DEPARTMENT OF TRANSPORTATION

BY: Mike Jackson 3-16-15
Mike Jackson Date
Property Management Supervisor
Office of Right of Way

STATE OF IOWA, COUNTY OF STORY, ss:

On the 16th day of March, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Patti Simons and Mike Jackson to me personally known, who being duly sworn did say that they are the

STATE OF IOWA, COUNTY OF STORY, ss:

On the 16th day of March, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Patti Simons and Mike Jackson to me personally known, who being duly sworn did say that they are the Property Manager and Property Manager Supervisor for the Iowa Department of Transportation, and that they executed this instrument on behalf of said Department by its authority and that said person, such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said Department, by it voluntarily executed.

(NOTARY SEAL)

Katie A. Johnson (Sign in Ink)
Katie A. Johnson (Type/Print Name)
Notary Public in and for said State



APPENDIX A

ATTACHMENT TO LEASE

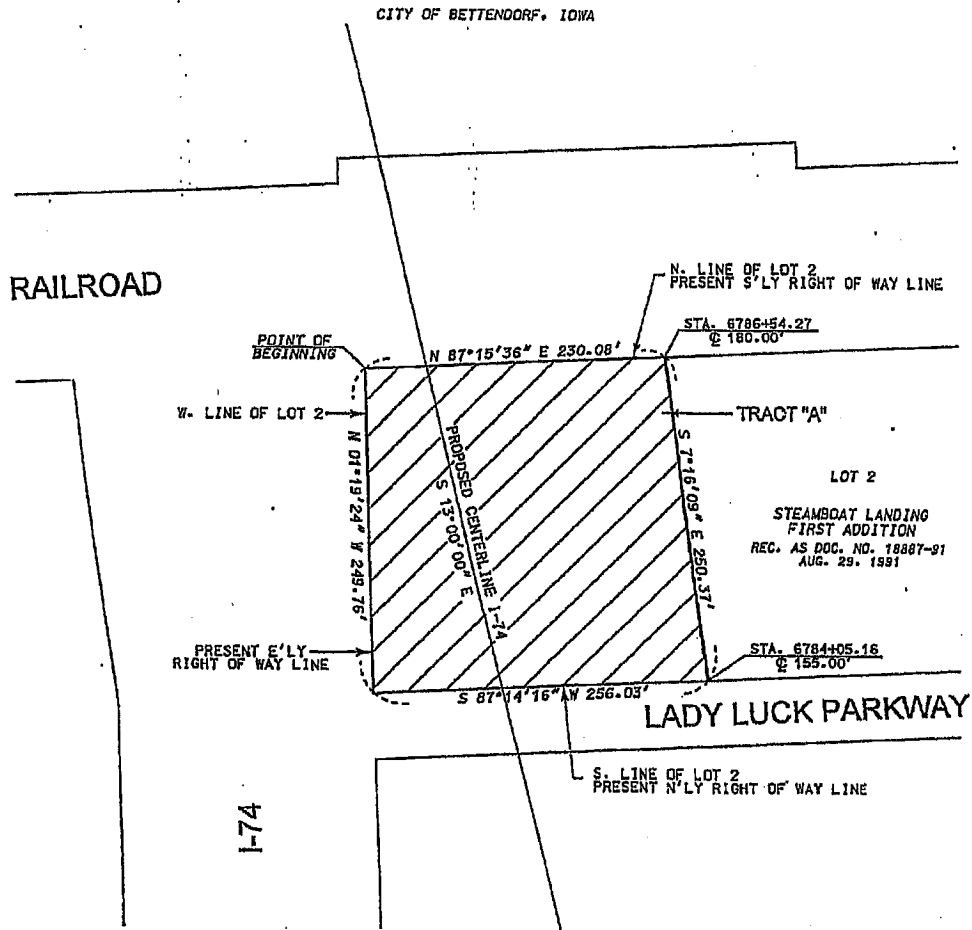
The Lessee, for itself, Lessee's personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with a land that:

- (1) In the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- (2) No person on the ground of race, color, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- (3) 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, sex, age, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- (4) That the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State of Iowa shall have the right to terminate the lease and to re-enter and repossess said land the facilities thereon, and hold the same as if said lease had never been made or issued.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"
SHEET 1 OF 2

COUNTY SCOTT STATE CONTROL NO. _____
 PROJECT NO. IM-074-1(144)5-13-82 PARCEL NO. 301
 SECTION 33 TOWNSHIP 78 NORTH RANGE 04 EAST
 ROW-FEE 1.393 AC EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM Green Bridge Company



LEGEND
(XXX') - RECORD DISTANCE

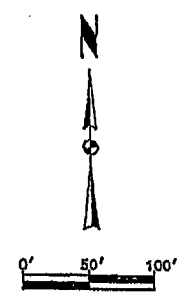
PROFESSIONAL LAND SURVEYOR
COVENTINE FIDIS
NO. 9174
IOWA

I hereby certify that this land surveying document was prepared 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.

[Signature]

COVENTINE FIDIS DATE: 4/4/2014
 License number 09174

My license renewal date is December 31, 2014
 Pages covered by this seal: 1

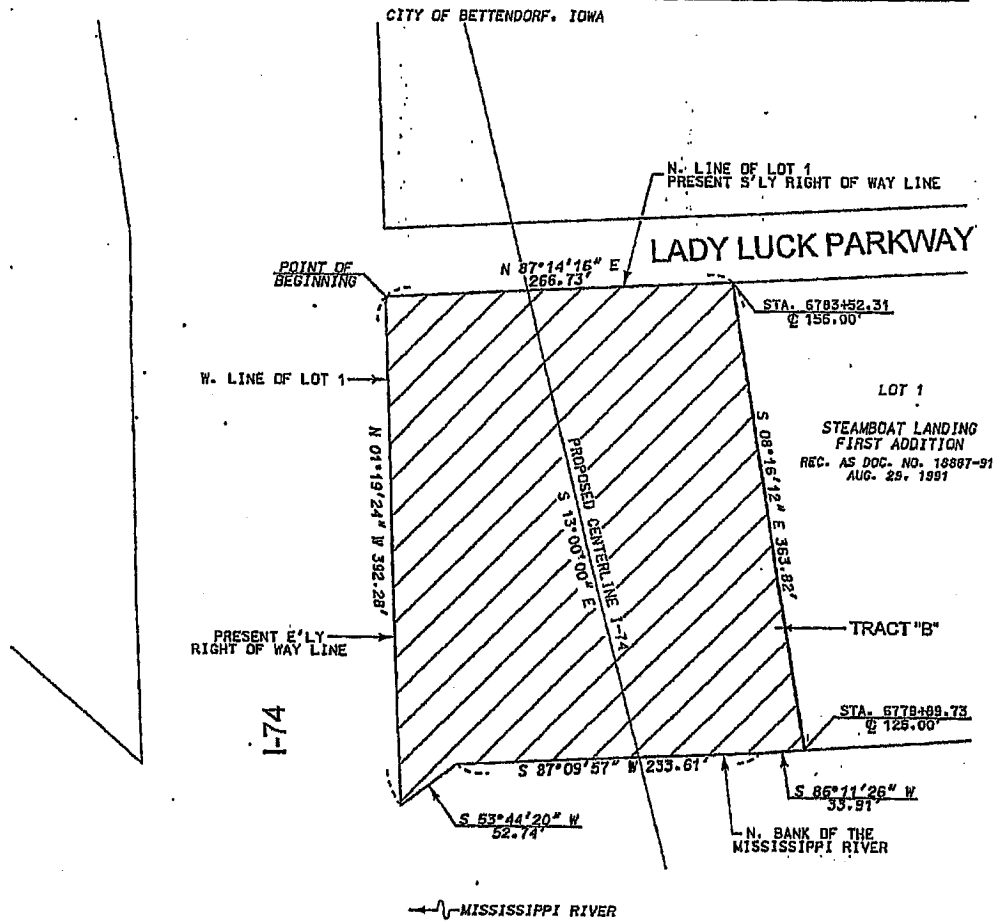


DATE REVISED APRIL 4, 2014
 DATE DRAWN MARCH 31, 2014

SCALE _____

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"
SHEET 2 OF 2

COUNTY SCOTT STATE CONTROL NO. _____
 PROJECT NO. IM-074-1(144)5-13-82 PARCEL NO. 301
 SECTION 33 TOWNSHIP: 78 NORTH RANGE 04 EAST
 ROW-FEE 2.420 AC EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
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LEGEND
(XXX') - RECORD DISTANCE

PROFESSIONAL LAND SURVEYOR

COVENTINE
FIDIS
NO. 8174

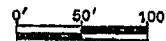
IOWA

I hereby certify that this land surveying document was prepared 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.

[Signature]

COVENTINE FIDIS DATE: 4/4/2014
 License number 09174

My license renewal date is December 31, 2014
 Pages covered by this plat: 1



DATE REVISED APRIL 4, 2014
 DATE DRAWN MARCH 31, 2014

SCALE _____

LEASE AGREEMENT

THIS AGREEMENT, made this 26th day of April, 2016 by and between the **City of Bettendorf, Iowa (City)**, Landlord, whose address is 1609 State Street, Bettendorf, IA 52722, and **U.S. Auctioneers, Inc. (Tenant)**, whose address for the purpose of this agreement is P.O. Box 5444, Rock Island, IL 61204:

City hereby leases a parcel located in Lots 1 and 2 in Steamboat Landing First Addition, containing 3.81 acres more or less, as identified in the attached Acquisition Plats, for the period from:

MAY 6, 2016 THROUGH MAY 13, 2016

for Tenant's use for a public sale.

Tenant agrees to pay to City as rent for the use of the above facilities the sum of One Thousand Two Hundred Fifty Dollars (\$1250.00) per auction, payable in advance of possession.

In addition to the above, City and Tenant agree as follows:

1. Tenant shall maintain and keep the premises in good repair, free of refuse and rubbish at all times, and shall return the same at the expiration of this agreement in as good condition as received by Tenant.
2. Tenant may, at their own expense, make such alterations in and/or additions to the leased premises including alterations in the telephone, plumbing, electrical wiring as may be necessary to fit the same for its business, upon first submitting a written plan and obtaining the written approval of City as to the materials to be used and the manner of making such alterations and/or additions. Tenant may also at its own expense, install such counters, racks, shelving, fixtures, fittings, machinery and equipment upon or within the leased premises as Tenant may consider necessary to the conduct of its business. At any time prior to the expiration of this agreement, Tenant may remove any or all such alterations, additions or installations in such a manner as will not injure the leased premises. In the event Tenant shall elect to make any such removal, Tenant shall restore the premises or the portion of the premises affected by such removal, to the same condition as existed prior to the making of such alteration, addition or installation. Ordinary wear and tear, damage or destruction by fire, flood, storm, or other unavoidable cause excepted, provided that it is not a result of Tenant, its employees, assigns or contractors actions. Upon written notice to Tenant, all damage caused by Tenant not repaired upon the expiration of this lease agreement will be repaired by City at the expense of Tenant. Tenant will be responsible for payment of billings upon presentation. All alterations, additions or installations not so removed by Tenant shall become the property of City upon expiration of this lease, without liability of City's part to pay for the same.
3. Tenant shall pay all charges for electricity and telephone consumed by Tenant upon the leased premises.

4. Tenant shall duly obey and comply with all public laws, ordinances, rules or regulations relating to the use of the leased premises. Tenant, at Tenant's own expense, shall be responsible for obtaining and complying with all permits and approvals necessary for Tenant's use of the premises. Tenant shall submit copies of all permits from the City of Bettendorf prior to possession of premises.
5. During the term of this agreement, Tenant at its own expense shall procure and maintain Worker's Compensation insurance fully complying with the laws of the state of Iowa, Employer's Liability Insurance with a minimum limit of \$500,000 covering illnesses and injuries to and death of Tenant or Tenant's employees, General Liability insurance on an Occurrence form including property damage, bodily injury and Liquor Liability (Assault & Battery Exclusion not acceptable) of not less than \$1,000,000, each occurrence and \$1,000,000 aggregate, Automobile Liability insurance of not less than \$1,000,000 and Excess liability of not less than \$2,000,000 naming City as additional insured on the General Liability, Automobile Liability and Excess insurance policies for the entire term of the lease. All insurances provided by Tenant are to be primary and non-contributory with respect to any other insurance available to or maintained by City. Except where prohibited by law, all insurance policies shall contain a waiver of subrogation in favor of City. All insurance shall be placed with insurance companies licensed to do business in the state of Iowa and with a current A.M. Best rating of A- VI or better. Tenant shall provide certificates evidencing the insurance coverage, limits and provisions specified within this Agreement on or before the execution of the Agreement and there after upon the renewal of any of the policies. Each insurance policy required by the insurance provisions of this Agreement shall state not less than thirty (30) days notification shall be given to City in writing in the event of cancellation, suspension, reduction in coverage or material change in policies. Tenant shall require the same insurance requirements, as specified above of all its contractors and subcontractors.
6. The Tenant agrees to defend, indemnify, and hold City, and all directors, officers, agents, employees, licensees, successors and assigns of any of the foregoing as may have existed, may now exist, or hereafter exist, from and against any and all liability, loss, costs, damage, and expense, including costs and attorney fees in defense thereof because of actions, claims, or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting from sustained or alleged to have been sustained by any person or persons on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of the scheduled event(s), except those arising out of the sole negligence of the City.
7. Tenant is responsible for the security of their property left on the leased premises; City accepts no liability for the damage or loss.
8. Tenant is responsible for the procurement, maintenance, removal and expense of portable sanitary units to be used on the premises. Location of units shall be approved by City prior to installation.

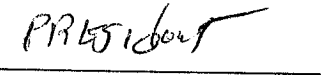
9. Tenant covenants that will not use or allow the use of the premises in any way so as to create hazardous waste or other environmental hazards thereon in which in any way threaten human health, public welfare or the environmental laws, rules, regulations, nor will Tenant transport, place or allow the placement upon the premises of any such waste or hazards. City retains the right to inspect the premises at any time to ascertain and verify compliance with this covenant by Tenant. In addition to the indemnity provisions herein set forth in this lease, Tenant shall indemnify City against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including attorneys' fees, in any way arising out of any violation or default in this covenant.
10. Tenant is responsible for all snow and ice removal from the parking areas they are using during the lease period.

In Witness Whereof, the parties hereto have executed this agreement the day and year first above written.

U.S. AUCTIONEERS, INC.

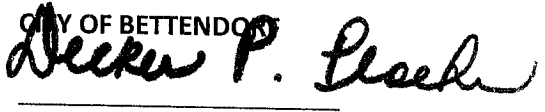


NAME

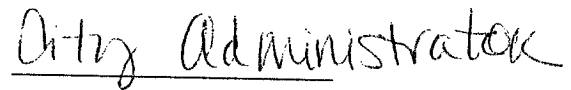


TITLE

CITY OF BETTENDON



NAME



TITLE