



OFFICE OF RIGHT OF WAY
AMES, IA 50010

MUTUAL BENEFIT SALES LEASE – BUILDINGS & LAND

Parcel No. 1
Project No. BG-9M10(000)—80-70

County: Muscatine
Lease No. 70-01-04

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the IOWA DEPARTMENT OF TRANSPORTATION, acting for the State of Iowa (hereinafter called "Lessor"), and City of Muscatine, Iowa, (hereinafter called "Lessee").

Lessor hereby agrees to lease to Lessee, from the 5th day of November, 2018, to the 5th day January, 2019, including both days, that the Lessor does hereby lease unto the lessee the following described premises, to-wit:

Property located at 417 Lake Park Boulevard, Muscatine, Iowa.

The above-described premises is leased to said Lessee in consideration of the following terms, provisions and conditions:

1. This lease is for "MUTUAL BENEFIT" by both parties (meaning no rent will be collected) between the time the sale is completed and the land patent is issued. This lease grants permission to the lessee to enter and use the above parcel for Commercial/Industrial purposes.
2. 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 Nature Resources.
3. Parking vehicles used for the storage of fuel, hazardous materials or substances is prohibited.
4. Lessee acknowledges that Lessee has inspected and knows the condition of the property and the same hereby leased without any representation or warranty by the Lessor whatsoever, and without obligation on the part of the Lessor to make any changes, alterations, repairs, or additions.
5. Not to sell, transfer or assign this lease or underlet said premises or any portion thereof without prior written consent of Lessor. Any provisions on the reverse side or attached to this lease are, by this reference, made a part of this lease.
6. Not to permit or allow the premises to be damaged or depreciated in value by any act of negligence by Lessee or Lessee's employees, agents, associates or others under Lessee's control or direction; to at once repair or replace any part of the premises or fixtures or appliances therein broken, damaged, frozen, clogged or destroyed and to prevent the freezing of pipes. No alterations, additions or improvements shall be made by the Lessee in or upon said premises without the prior written consent of Lessor, and when made by the same shall not be made upon credit, and Lessor and said property shall in no manner be held liable for same. Lessee agrees to use due care and diligence in guarding said property and in using the same, as a reasonable and careful person does their own.
7. The Lessee, upon failing to comply with the terms and conditions of the auction sale and any extensions thereof, shall, upon request from the Lessor, immediately vacate and surrender possession of the leased premises.
8. To pay all public utility services used including city sewage and/or disposal service.
9. The Lessor shall not be liable for damages or injury to Lessee or Lessee's employees, agents or associates or any of their property from any cause whatsoever which may arise out of or in connection with the use and occupancy of the premises by any such persons or their property.

- 10. To comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of said premises; and not to allow ashes, trash, garbage or junk of any kind to accumulate on the premises or the alley in rear thereof and to remove the same from said premises, to remove snow and other obstructions from the sidewalks and to keep same, including ground, in as good condition as when received or thereafter put by Lessor.
- 11. The Lessee will protect, indemnify and save harmless the Lessor from any and all claims, demands, judgment, 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 omissions of the Lessor or its agents or servants contributed to said damage.
- 12. The Lessee shall furnish the State with an appropriate certificate or copy of a current liability insurance policy in the minimum amount of \$610,000.00, 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.

LESSEE:

CITY OF MUSCATINE, IOWA

CITY OF MUSCATINE, IOWA

BY: _____ Date
(Sign above, and type/print name and title)

BY: _____ Date
(Sign above, and type/print name and title)

Telephone No. _____
Mobile Phone No. _____

Telephone No. _____
Mobile Phone No. _____

APPROVAL RECOMMENDED:

**APPROVED:
IOWA DEPARTMENT OF TRANSPORTATION**

BY: _____ Date
Joe E. Guckert
Property Manager
Telephone No. 515-239-1976

BY: _____ Date
Mike Jackson
Property Management Supervisor
Office of Right of Way

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 of 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.