

**COMPARED**

INST # 008091

FILED FOR RECORD  
POTTAWATTAMIE CO. IA

RECORDING FEE 30.00

2006 NOV 13 AM 10: 29

AUDITOR FEE \_\_\_\_\_

JOHN SCIORTINO  
RECORDER

RMA FEE 1.00 ECOM 1.00

**LICENSE TO OCCUPY**

Recorder's Cover Sheet

**Preparer Information:**

Joseph D. Thornton  
P.O. Box 249  
Council Bluffs, IA 51502-0249  
(712) 328-1833

**Taxpayer Information:**

**Return Address**

Joseph D. Thornton  
P.O. Box 249  
Council Bluffs, IA 51502-0249

**Grantors:**

City of Carter Lake, Iowa

**Grantees:**

Keystone Properties III, LLC

**Legal Description:** See Page 2

**Document or instrument number if applicable:**

COMPARED

LICENSE TO OCCUPY

THIS LICENSE granted this 23<sup>rd</sup> day of October, 2006, by the City of Carter Lake, Iowa, a Municipal Corporation, hereinafter referred to as "City" to Keystone Properties III, LLC, hereinafter referred to as "Licensee",

WITNESSETH:

WHEREAS, Licensee requests permission to occupy a portion of public right-of-way generally described as an area that is 21-foot wide and 210-foot long being a parcel on the easterly side of the Abbott Drive Frontage Road, City of Carter Lake, Iowa, shown as the "City Right-of-Way Area" on Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Licensee requests to use the City Right-of-Way for the parking of vehicles for the use of its guests at the Country Inn & Suites located on said frontage road in Carter Lake and operated by Licensee; and

WHEREAS, the City will consent to allow Licensee to occupy said right-of-way, under the terms set out herein.

NOW, THEREFORE, it is agreed as follows:

1. City hereby grants a license to the Licensee to use that portion of the right-of-way as depicted on Exhibit "A" for passenger vehicle parking purposes only.
2. In consideration of said License Agreement, Licensee shall pay the City \$2,000.00 per year, payable at the beginning of each year. Every three years, the annual fee shall be increased \$200.00.

3. Licensee shall be allowed to construct a parking area on said premises for no more than twenty-three (23) stalls. Further, the parking lot shall be constructed by using concrete, including the curbs and gutters. The perimeter of the parking area, including the sides, shall be landscaped with bushes and plantings similar to what is currently at the Country Inn & Suites and is deemed acceptable by the City Building Inspector. All applicable City ordinances and codes shall be applicable. A written plan shall be submitted to the Building Inspector and written consent obtained prior to starting work on the parking area.

4. Licensee, in consideration of the granting of said license, agrees that it will comply with all applicable city, state and federal regulations regarding the use of the right-of-way; that it will not perform any work without the written permission and inspection of the Maintenance Department and Building Inspector, and shall comply with all rules or regulations established by the City; and that it will maintain said property as City may require for safety purposes.

5. As further consideration, Licensee agrees to indemnify and hold harmless the City and its agents from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatever nature, for, on account of, or due to the acts or omissions of the Licensee or his agents, representatives, contractors, employees or assigns arising out of or in connection with its use or occupancy of the area under this license. The City shall be named as an additional insured under Licensee's general liability insurance policy. A copy of said

coverage shall be provided to the City on an annual basis when the license fee is paid by Licensee.

6. As further consideration, Licensee agrees that it shall maintain the entire area in excellent condition, including but not limited to the condition of the concrete, snow removal, landscaping and overall maintenance. No storage units of any kind shall be placed on the parking area.

7. The Licensee agrees that the initial term of this license commences on October 1, 2006, and ends on September 30, 2007. The Licensee agrees that the renewal term of this license is one (1) year, commencing on October 1, and ending on September 30, and unless notice is received to the contrary, it shall renew automatically. However, the Licensee agrees that the City may terminate this license upon the giving of 60 days written notice.

8. As further consideration, the Licensee agrees that, upon the termination of this license, all improvements on the subject property shall become the property of the City. The Licensee shall have no claim against the City for the value or cost of said improvements.

9. This License Agreement shall not be assignable to any other parties.

IN WITNESS of these considerations and as the Licensee, I have affixed my signature below.

KEYSTONE PROPERTIES III, LLC

By:   
Name: Larry Richling  
Title: President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

On this 23<sup>rd</sup> day of October, 2006, before me, a Notary Public in and for said county, personally appeared Larry Richling, to me personally known, who being by me duly sworn did say that person is President of said corporation and that said instrument was signed on behalf of the said corporation by authority of its Board of Directors and the said Larry Richling acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Jane Spaulding  
NOTARY PUBLIC IN AND FOR SAID STATE

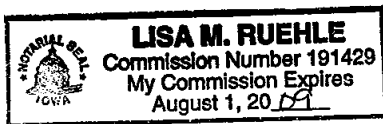
THE CITY OF CARTER LAKE, IOWA,  
a Municipal Corporation

By: Russell D Kramer  
RUSSELL D. KRAMER, Mayor

By: Doreen Mowery  
DOREEN MOWERY, City Clerk

STATE OF IOWA )  
 ) ss.  
COUNTY OF POTTAWATTAMIE )

On this 29 day of October, 2006, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Russell D. Kramer and Doreen Mowery, 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 Carter Lake, Iowa, a Municipal Corporation; that said instrument was signed on behalf of the City of Carter Lake, Iowa, and that said Russell D. Kramer and Doreen Mowery, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said city, by it and by them voluntarily executed.



Lisa M. Ruehle  
NOTARY PUBLIC