

COMPLETED

Pottawattamie County, IA 2012-004638
Recorder John Sciortino
Book-Page: 2012-004638
File Time: 03/30/2012 @ 10:36:09 AM
Rec-\$35.00 Aud-\$0.00 RMA-\$1.00 ECM-\$1.00
Current Transfer Tax Paid: \$0.00



R Fee 35.00

A Fee _____

T Tax _____

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:

RYMIC, LLC, Successor-in-Interest to Keystone Properties III, LLC

Legal Description: See Page 2

Document or instrument number if applicable:

AMENDED
LICENSE TO OCCUPY

THIS LICENSE granted this 26th day of March, 2012, by the City of Carter Lake, Iowa, a Municipal Corporation, hereinafter referred to as "City" to RYMIC, LLC, successor-in-interest to Keystone Properties III, LLC, ("Keystone") hereinafter referred to as "Licensee",

WITNESSETH:

WHEREAS, the City and Keystone had previously entered into this License to Occupy and Keystone has sold its interest in the Country Inn & Suites in Carter Lake, Iowa to RYMIC, LLC; and

WHEREAS, Keystone assigned its right to the License to Occupy RYMIC, LLC and RYMIC, LLC, requests permission to continue 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, which original License to Occupy was executed on March 23, 2006 and recorded on November 13, 2006, Instrument #008091; and

WHEREAS, Licensee requests the continued to use of 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 RYMIC, LLC as the successor 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 \$2,400.00 per year, payable at the beginning of each year. Every three years, the annual fee shall be increased \$200.00, with the next increase scheduled for October 1, 2012 for a total payment of \$2,400.00 due at that time. The next payment shall be paid on or before October 1, 2012. If the payment is not in the possession of City on or before October 1, 2012, there shall be a late penalty of ten percent (10%) of the payment immediately due and owing. For all future payments that are late, a ten percent (10%) late fee will be due and for each thirty (30) days the payment is late, another ten percent (10%) shall immediately be due and owing.

NOTE - Although already constructed, the following are still applicable to the site.

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 initial term of this license commenced on October 1, 2006, and ended 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 at any time 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.

RYMIC, LLC

By: Vicki Muschall
Name: Vicki Muschall
Title: GENERAL MANAGER

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

On this 26th day of March, 2012, before me, a Notary Public in and for the said State, personally appeared Vicki Muschall, to me personally known, who being by me duly sworn did say that that person is (insert title of executing member) of said limited liability company, that (the seal affixed to said instrument is the seal of said)(no seal has been procured by the said) limited liability company and that said instrument was signed (and sealed) on behalf of the said limited liability company by authority of its

LEGAL DESCRIPTION

PARCEL A

That part of Lot 12, OWEN PARKWAY, a subdivision, as surveyed, platted and recorded in Pottawattamie County, Iowa, described as follows:

Beginning at the 1" open top pipe at the east corner of said Lot 12; thence South 35°00'04" West (bearings referenced to the Final Plat of OWEN PARKWAY) for 131.92 feet along the southeast line of said Lot 12 to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 12089; thence North 54°49'13" West for 144.75 feet to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 12089; thence North 03°23'33" West for 77.92 feet along the extended centerline of the existing storm sewer to the north line said Lot 12 to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 12089; thence North 87°48'00" East for 116.30 feet along said north line to a 1" open top pipe at an angle point therein; thence South 55°02'46" East for 100.50 feet along said north line to the Point of Beginning. Contains 0.475 Acres.

PARCEL B

Lots 11 and 12, OWEN PARKWAY, a subdivision, as surveyed, platted and recorded in Pottawattamie County, Iowa, EXCEPT THAT part of Lot 12 described as follows:

Beginning at the 1" open top pipe at the east corner of said Lot 12; thence South 35°00'04" West (bearings referenced to the Final Plat of OWEN PARKWAY) for 131.92 feet along the southeast line of said Lot 12 to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 12089; thence North 54°49'13" West for 144.75 feet to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 12089; thence North 03°23'33" West for 77.92 feet along the extended centerline of the existing storm sewer to the north line said Lot 12 to a 5/8" rebar with 1 1/4" yellow plastic cap stamped LS 12089; thence North 87°48'00" East for 116.30 feet along said north line to a 1" open top pipe at an angle point therein; thence South 55°02'46" East for 100.50 feet along said north line to the Point of Beginning. Contains 1.510 Acres.