

**EXECUTIVE COUNCIL OF IOWA LEASE
[IOWA DEPARTMENT OF NATURAL RESOURCES]**

The Executive Council of Iowa (Council), upon recommendation of the Iowa Department of Natural Resources (DNR), is authorized by Iowa Code Section 461A.25, (2011), to lease public real estate in accordance with a rental fee schedule established in 571 Iowa Administrative Code, Chapter 17.

Matteson Marine Service, Inc., (Tenant), has made a proper application for a renewal lease of real estate described as a barge fleeting area occupying a portion of the Mississippi River. The Tenant's request has been reviewed by the DNR and it has determined that a lease subject to the conditions of this agreement will preserve the state's title and not adversely affect public use of the real estate.

Therefore, the Council leases to the Tenant the following described premises:

Starting at the Burlington City limits and extending upstream on the main channel side of Baby Rush Island 150 feet in depth along 800 feet of frontage in Section 27, Township 70 North, Range 2 West of the 5th P.M., Des Moines County, Iowa, at Mississippi River Mile 405.8.

The Tenant, in consideration of the agreements below, leases from the State of Iowa the above-described premises, according to the following conditions:

- 1. TERM OF LEASE.** The term of this lease shall be from the date it is approved by the Council to April 16, 2027 inclusive.
- 2. RENTAL.** The DNR has determined the proposed use to be commercial. The Tenant shall pay rent for the term of this lease to the DNR at its offices at the Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319-0034 or at such place as it may direct, as follows: \$5,502.38 on the date this lease is executed by the Tenant, and adjusted amount on a cumulative basis based on the percentage of the consumer price index for the Midwest Urban Region, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the previous one year period, on or before April 15th in each succeeding year for the term of the lease. If the IAC571-Chapter 17 Fee Schedule is amended during the term of this lease, the fee shall be adjusted to meet the revised schedule.
- 3. TENANT'S USE OF THE PREMISES.** The Tenant agrees during the term of this lease to use and occupy the leased premises only for barge fleeting. Other uses are prohibited unless authorized by a written amendment to this lease.

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4. PERMIT FOR STRUCTURES. Only those structures or fills existing on the leased premises at the time of execution of this lease are authorized under this lease. The Tenant shall not materially change, alter or add to those structures or fills without first obtaining a written permit from the DNR. The Tenant also agrees to obtain all necessary permits from other governmental agencies prior to performing any construction on the leased premises. The following structures and fills exist on the premises at the time of execution of this lease:

- H-pile deadmen are present.

5. TITLE TO PREMISES. The Tenant agrees that title of the State of Iowa to the above-described real property will not be affected by Tenant's occupancy.

6. DEPARTMENT'S USE OF THE PREMISES. Representatives of the DNR may enter upon the leased premises for the purposes of viewing alteration thereof by the Tenant or to perform any duties of the DNR.

7. PUBLIC USE OF THE PREMISES. This lease shall not be construed to give the Tenant exclusive use of the leased premises. The right to enter upon the property leased for any lawful purpose is hereby specifically reserved to the public of the state of Iowa. However, this lease is not intended to deny the Tenant the right to exclude the public from using the leased premises in a manner that unreasonably interferes with the Tenant's authorized use.

8. SURRENDER OF PREMISES AT END OF TERM. At the expiration of the term of this lease and any renewal periods, the Tenant will yield possession of the leased premises to the DNR and will, within 90 days after the expiration of the term of this lease, remove all fill, equipment or structures and restore the affected area to an undisturbed condition.

9. TRANSFER, ASSIGNMENT, AND SUBLEASE. The Tenant shall not transfer or assign this lease and shall not sublet the leased premises or any part thereof except with prior written consent of the DNR.

10. INDEMNIFICATION. It is understood and agreed that neither the state of Iowa, its agencies, officials or employees, shall be responsible for accidents of any nature which may occur within or upon the leased premises or in connection with this lease. The Tenant agrees to jointly and severally indemnify and hold the State, its agencies, officials and employees harmless from all liability, loss, damage or expense which may arise in consequence of the granting of this lease.

11. TERMINATION AND DEFAULT OF TENANT. This lease shall terminate automatically, without notice, on the date specified in numbered Paragraph 1 above. However, the DNR may terminate this lease for violation of any condition of this lease. Notice of such termination by the DNR shall be given in writing, and the Tenant shall have 30 days after service thereof to remove themselves from the leased premises unless a different period is specified in the notice. If the Tenant, after termination, fails to remove any structure or fill placed on state land under authority of a DNR

permit or this lease, the DNR, with assistance from the Attorney General, may bring an action for a court order compelling removal at the Tenant's expense.

12. NOTICES. All notices provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, addressed to the parties as provided above. The address to which the notices shall be mailed to either party may be changed by written notice given by either party to the other. Nothing in this paragraph shall preclude the giving of any notice by personal service.

13. CONSTRUCTION. Words and phrases in this document shall be construed as in the singular or plural number and as masculine, feminine or neuter gender according to the context.

14. RENEWAL. The Tenant shall request renewal of this lease not more than six, nor less than two months prior to its termination date. Failure to request renewal shall terminate the Tenant's rights to the fleeting area.

Larry W. Matteson

Larry W. Matteson
Matteson Marine Services, Inc

STATE OF IOWA, DES MOINES COUNTY:

This instrument was acknowledged before me on 3/30/2022 (date) by Larry Matteson as President of Matteson Marine Services, Inc.

Lisa J. Grant

NOTARY PUBLIC FOR THE STATE OF IOWA

LISA J. GRANT

Iowa Notarial Seal

Commission Number: 199291

My Commission Expires: 11-9-2022

IOWA DEPARTMENT OF NATURAL RESOURCES:

Recommended for approval by majority vote of the Iowa Natural Resource Commission at its meeting on February 10, 2022, as reflected by the minutes.

Kayla Lyon

Kayla Lyon, Director

EXECUTIVE COUNCIL OF IOWA:

This lease is approved under the authority of a resolution adopted at an official meeting of the Executive Council of Iowa on April 18, 2022, as reflected by the minutes.

Victoria Newton

Victoria Newton
Executive Secretary

