

MEMBERS OF COUNCIL

HON. KIM REYNOLDS  
GOVERNOR

HON. PAUL D. PATE  
SECRETARY OF STATE

HON. ROB SAND  
AUDITOR OF STATE

HON. ROBY SMITH  
TREASURER OF STATE

HON. MIKE NAIG  
SECRETARY OF AGRICULTURE



## Executive Council of Iowa

CAPITOL BUILDING  
DES MOINES, IOWA 50319  
PHONE: 515 281-5368

April 1, 2024

Mr. Nathan Schmitz  
Land & Water Bureau  
Iowa Department of Natural Resources  
Wallace State Office Building  
502 E. 9th St.  
Des Moines, IA 50319

Dear Mr. Schmitz:

The Executive Council, in a meeting held this date, approved the following lease:

Lease between DNR and Holcim Cement

Date of Lease: September 1, 2023 to December 31, 2027

Legal Description: A portion of the sovereign bed of the Mississippi River more particularly described as a tract with a frontage of 300 feet by a depth of 250 feet at River Mile 486.8 located in NW1/4 of the NW1/4 of Section 34, Township 78 North, Range 4 East of the 5th P.M., Scott County, Iowa.

Purpose: Bulk barge loading and unloading of cement

Annual Fee: \$7,800.00

EXECUTIVE COUNCIL OF IOWA

*Victoria Newton*

Victoria Newton  
Executive Secretary

## Newton, Victoria [TOS]

---

**From:** Steffensmeier, Andrew  
**Sent:** Monday, March 18, 2024 6:27 PM  
**To:** Newton, Victoria [TOS]  
**Cc:** Moss, Michael J. [DOT]; Schmitz, Nathan [DNR]  
**Subject:** RE: Chapter 18 Lease No 72-R Holcim Cement  
**Attachments:** 72-R Holcim Cement - Lease 2024- Tenant + Director Signed.pdf

Good afternoon Ms. Newton,

I am writing to advise that I have reviewed and hereby recommend the Executive Council approve the Chapter 18 lease, forwarded to me by Nathan Schmitz at the DNR's Land and Water Bureau.

This is a commercial lease which involves Mississippi River frontage located at River mile 486.8 in Section 34, Township 78 North, Range 4 East of the 5<sup>th</sup> P.M., Scott County, Iowa. The lessee, Holcim Cement, intends to use the leased premises for bulk barge loading and unloading of cement, and has agreed to pay an annual fee of \$7,800.00 for this privilege. The term of the lease is five (5) years, expiring on December 31, 2027. The DNR has determined that the lease subject to the conditions of this agreement will preserve the State's title and has not adversely impacted public use of the real estate.

If you or the Executive Council members need me to provide anything further, please do not hesitate to contact me. Thank you!

Andrew



**Andrew E. Steffensmeier**  
**Assistant Attorney General**  
Office of the Attorney General of Iowa  
1305 E. Walnut St., Second Fl.  
Des Moines, Iowa 50319  
Main: (515) 281-5164 | Direct: (515) 725-8153  
Email: [andrew.steffensmeier@ag.iowa.gov](mailto:andrew.steffensmeier@ag.iowa.gov) | [www.iowaattorneygeneral.gov](http://www.iowaattorneygeneral.gov)

---

**From:** Schmitz, Nathan <nathan.schmitz@dnr.iowa.gov>  
**Sent:** Monday, March 18, 2024 4:12 PM  
**To:** Moss, Michael J. [DOT] <Michael.Moss@iowadot.us>; Steffensmeier, Andrew <Andrew.Steffensmeier@ag.iowa.gov>  
**Cc:** Newton, Victoria [TOS] <Victoria.Newton@tos.iowa.gov>  
**Subject:** Chapter 18 Lease No 72-R Holcim Cement

Mike,

Please find attached the Chapter 18 Lease 72-R for Holcim Cement for your review. If you approve please forward the same to Ms. Newton.

Thank you,

**Nathan Schmitz**

**Right of Way Agent 2**

Land and Waters Bureau

Department of Natural Resources

502 E. 9th St Des Moines IA 50319

515-371-2062

[Nathan.schmitz@dnr.iowa.gov](mailto:Nathan.schmitz@dnr.iowa.gov)

[www.iowadnr.gov](http://www.iowadnr.gov)

**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, to lease public real estate in accordance with a rental fee schedule established in 571 Iowa Administrative Code, Chapter 18.

Whereas Holcim Cement, a Corporation organized under the laws of Illinois, (Tenant), 2871 Depot St, Bettendorf, IA 52722, has made a proper application for a renewal lease of real estate described as state-owned land. 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 (referred to in these lease terms as "Leased Premises"):

A portion of the sovereign bed of the Mississippi River more particularly described as a tract with a frontage of 300 feet by a depth of 250 feet at River Mile 486.8 located in NW¼ of the NW¼ of Section 34, Township 78 North, Range 4 East of the 5th P.M., Scott County, Iowa. A map of the Leased Premises is attached as Exhibit A, which is incorporated by this reference.

The Tenant, in consideration of the agreements below, leases from the State of Iowa the Leased Premises, according to the following conditions:

- 1) **TERM OF LEASE.** The term of this lease shall be from September 1, 2023 to December 31, 2027.
- 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 9<sup>th</sup> Street, Des Moines, Iowa 50319-0034 or at such place as it may direct, as follows: \$2,600 (4/12) on the date this lease is executed by the Tenant, and \$7,800 on or before January 1 in each succeeding year for the term of the lease. If the IAC571- Chapter 18 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.** Consistent with the limitations described herein, the Tenant agrees during the term of this lease to use and occupy the leased premises only for bulk barge loading and unloading of Cement. Other uses are prohibited unless authorized by a written amendment to this lease.

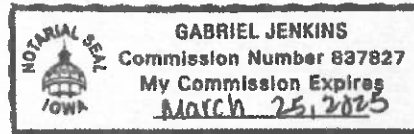
- 8) **PUBLIC USE OF THE PREMISES.** This lease shall not be construed to give the Tenant exclusive use of the Leased Premises. The right to enter upon the Leased Premises for any lawful purpose is hereby specifically reserved to the public of the state of Iowa. However, this lease is not intended to deny the Tenant the right to exclude the public from using the Leased Premises, or portions thereof, in a manner that poses risk to the public health, safety or welfare by virtue of the Tenant's authorized use or that unreasonably interferes with the Tenant's authorized use.
- 9) **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.
- 10) **AMENDMENT, TRANSFER, ASSIGNMENT, AND SUBLEASE.** This lease may be amended only by written mutual consent of the parties. 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.
- 11) **INDEMNIFICATION.** The Tenant agrees to jointly and severally indemnify and hold the State, its agencies, officials and employees harmless from all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the DNR, related to or arising from its acts under this Lease. The Tenant shall be solely responsible and liable for any and all of its actions or inactions, as well of the actions or inactions of its subcontractors, employees, agents, licensees, and invitees, and results thereof, of any nature, which may occur within or upon the Leased Premises or in connection with this Lease.
- 12) **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 material 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 longer 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.
- 13) **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

TENANT:

Richard Farwell  
Richard Farwell, Terminal Manager  
Holcim Cement

STATE OF Iowa, Scott COUNTY:  
This instrument was acknowledged before me on March 7, 2024 by Richard Farwell,  
Terminal Manager of Holcim Cement

Gabriel Jenkins  
NOTARY PUBLIC FOR THE STATE OF Iowa



IOWA DEPARTMENT OF NATURAL RESOURCES:

Recommended for approval by majority vote of the Iowa Natural Resource Commission at its meeting on December 14, 2023, as reflected by the minutes.

Kayla Lyon Digitally signed by Kayla Lyon  
Date: 2024.03.14 10:08:35  
-05'00"  
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 1, 2024, as reflected by the minutes.

Victoria Newton  
Victoria Newton  
Executive Secretary

