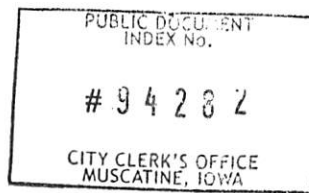


May 2, 2018



City of Muscatine
Dave Gobin, Community Development Director
215 Sycamore Street
Muscatine, IA 52761

Re: Dock Permit Cancellation

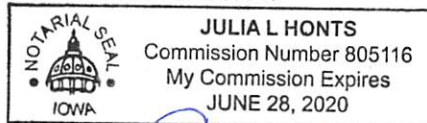
Dave Gobin,

As part of the exchange agreement we entered into, with City Council approval last Fall, one of the items is to cancel the existing Dock Permit. Under this agreement, we will be reverting the dock area, fixtures and improvements back to the City.

I have attached a copy of a cancelled 2009 Dock Permit for your records. I have executed two copies of this document in the area provided below. Please do the same on once you've acknowledged.

Thomas O. Meeker, President
Muscatine Downtown Investors

Notary

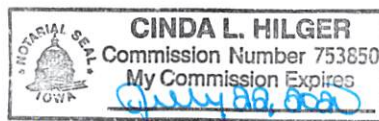


Acknowledged by:

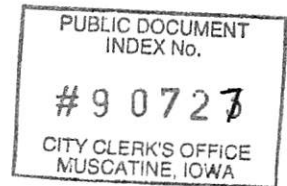
Julia L. Honts 5/3/2018

Gregg Mandsager, City Administrator
City of Muscatine, Iowa

Notary



Cinda L. Hilger 5/7/18



DOCK PERMIT

This **DOCK PERMIT** (hereinafter referred to as the "Dock Permit"), signed this 19th day of March, 2009, between **PEARL BUTTON – THE BOAT, L.L.C.**, (hereinafter referred to as "The Boat") and the **CITY OF MUSCATINE, IOWA**, an Iowa municipal corporation (hereinafter referred to as the "City").

WHEREAS, City is the owner certain real estate adjacent to the Mississippi River in the City of Muscatine, Iowa, and more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, The Boat desires to secure a Dock Permit from City for a portion of the Property as shown on said **Exhibit "A"**.

NOW, THEREFORE, for valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **Demise.** City hereby grants to The Boat a Dock Permit for the portions of the Property as shown on said **Exhibit "A"**.
2. **Use and Donation to City.** The Boat shall have the use of the Property to construct and maintain a boat dock in the Mississippi River in accordance with the plans and specifications as shown on **Exhibit "B"** attached hereto and incorporated herein by reference in order to operate an excursion boat at this location during the normal excursion boating season. Upon the completion of the construction and placement of the boat dock and acceptance of the boat dock by City, The Boat shall deliver to City appropriate lien waivers and a Bill of Sale conveying ownership of the boat dock to the City. The construction, location, maintenance and use of the boat dock shall be in compliance with the rules and regulations and permit conditions of the City of Muscatine, State of Iowa, United States Army Corps of Engineers, the Iowa Department of Natural Resources, the United States Coast Guard and any other agency with jurisdiction concerning this Permit. No fuel pump(s) may be located on the boat dock, however the City will sell fuel to The Boat for use by the excursion boat at the City's cost including labor and delivery expenses from the City's fuel dock. The Boat may extend and maintain utility services to the boat dock at its expense.
3. **Term.** The Dock Permit term shall begin on the 19th day of March, 2009 and shall continue through December 31, 2023.
4. **No Discrimination.** The Boat may not discriminate against any person on the basis of race, creed, national origin, sex or social status.
5. **Rent.** The Boat shall pay rent of One Dollar (\$1.00) annually for the term of this dock permit payable on the date of the execution of this Dock Permit and on the 10th day of each January thereafter during the term of the Dock Permit.

6. **Maintenance and Insurance.** The Boat shall be responsible for all maintenance of the boat dock during the term of this Dock Permit and any extension thereof. The Boat shall provide the City with a certificate of insurance evidencing **One Million/Three Million Dollars** General Liability Coverage of the operation of the boat dock, naming the City as an additional insured under the policies as their interest may appear.

7. **Indemnification.** The Boat shall indemnify and hold City harmless from and against any claim of any type or kind for any liability, loss, cost or expense from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by The Boat, its employees or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the City, or its employees or agents. The obligation of each party to indemnify and hold the other harmless shall survive the expiration or termination of this Dock Permit.

8. **Obstructions.** The City does not by granting this Dock Permit accept any responsibility for making the dock area free from obstructions or other hazards to navigation. The City agrees to exercise its best efforts in dredging the dock area to provide adequate depth for the operation of the excursion boat, however the City and The Boat acknowledge the ultimate responsibility for maintaining the water depth is the U. S. Army Corps of Engineers and any other agency with jurisdiction thereof.

9. **Inspections.** The City reserves the right to request inspections of the utilities extended to the dock or unsafe conditions on or about the dock.

10. **Temporary Removal.** The City reserves the right to require the temporary removal of the excursion boat from the dock area during times of emergency or high water. The Boat agrees to operate the excursion boat in a manner which will not unreasonably interfere with special events sponsored or authorized by the City such as the Muscatine Boat Show/Racing Boats Exhibition, 4th of July, RAGBRAI, Great River Days, etc.

11. **Off Season Storage.** The City will permit storage of the docks and the excursion boat in the small boat harbor during the off season. The City will permit storage of the boat dock ramp on the shore upstream from the small boat harbor near the existing storage building during the off season. The cost of the storage is assumed by The Boat.

12. **Termination or Modification.** This Dock Permit may be terminated or modified by the City at anytime it is deemed necessary for the protection of the public safety, health or welfare or for a violation of any conditions of this Dock Permit. If the City terminates this Dock Permit other than for a violation of any conditions of this Dock Permit by The Boat, the City will reimburse The Boat for the construction cost of the dock, prorated on an annual basis over the term of the Dock Permit.

13. **Assignment.** This Dock Permit may not be assigned to another person or entity without the written consent of the City which consent the City will not unreasonably withhold taking into consideration the viability and financial ability of the assignee to comply with the terms and conditions of the Dock Permit and operation of an excursion boat.

14. **General Provisions.** This Dock Permit is governed by and construed in accordance with the laws of the State of Iowa.

15. **Notice.** Any notices between the parties in relation to this Dock Permit shall be deemed validly given if sent by certified mail return receipt requested, postage fully prepaid, addressed as follows, or such other address as may be given from either party in writing to the other listed below:

THE BOAT Thomas O. Meeker
217 West Second Street
Muscatine, IA 52761
Telephone: 563-263-5057

CITY: City of Muscatine, Iowa
Attn: A. J. Johnson, City Administrator
City Hall
215 Sycamore Street
Muscatine, IA 52761
Telephone: 563-264-1550

IN WITNESS WHEREOF, The Boat and City have executed this Permit on the day and year first above written.

PEARL BUTTON-THE BOAT, L.L.C

CITY OF MUSCATINE, IOWA

By: Thomas O. Meeker
Thomas O. Meeker, Manager

By: Richard W. O'Brien
Richard W. O'Brien, Mayor



Attest:

A. J. Johnson
A. J. Johnson, City Clerk

STATE OF IOWA, MUSCATINE COUNTY, SS:

The foregoing instrument was acknowledged before me on March 24, 2009, by Thomas O. Meeker as Manager of PEARL BUTTON - THE BOAT, L.L.C., on behalf of whom instrument was executed.



Fran Donelson
Iowa Notarial Seal
Commission Number 752902
My Commission Expires 5-22-2011

Fran Donelson
Notary Public in and for the State of Iowa

STATE OF IOWA, MUSCATINE COUNTY, SS:

The foregoing instrument was acknowledged before me on March 24, 2009, by Richard W. O'Brien and A. J. Johnson as Mayor and City Clerk of the City of Muscatine, Iowa on behalf of whom instrument was executed.



Fran Donelson
Iowa Notarial Seal
Commission Number 752902
My Commission Expires 5-22-2011

Fran Donelson
Notary Public in and for the State of Iowa