

RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

Tuesday, May 28, 2024; 5:00 PM

City Hall | 226 West 4th Street | Council Chambers

I. Call to Order

II. Approval of Minutes

Approval of Minutes | April 23, 2024

III. Old Business

1. Tenant Focus Groups | Update

IV. New Business

1. Marine Specialties Addendum | Approval

2. Termination of Taste of Ethiopia Lease | Approval

3. I love Fu Fu Lease | Approval

4. Heartland Healing Space | Discussion

5. Farmers' Market Business Plan | Discussion

V. Future Business

1. Work Session Approval

2. Main Street Landing | Update

VI. Management Update

VII. Park Liaison Report

VIII. Public with Business

IX. Adjournment | Next Meeting Date: June 25, 2024



Riverfront Improvement Commission

Minutes

April 23, 2024

Present: Dee Bruemmer, Bill Churchill, Dan Darland, Victoria Keninger, Gwendolyn Lee, Andrea Olson, Scott Pettis, Mary Pruess, and Julie Tonn.

Others Present: Christopher Meyer, Parks Liaison; Courtney Jones, Sr. Operations & Partnerships Manager; and Stephanie Bley, Riverfront Community Engagement Coordinator.

Chairwoman Lee called the meeting to order at 5:00 p.m. and welcomed all in attendance.

Approval of Minutes

Lee asked for approval of the minutes from the March 26, 2024 meeting. Churchill moved to approve the minutes; Olson seconded, and the motion was carried unanimously.

Old Business

Staff Liaison, Courtney Jones, provided an update on the proposed Visit Quad Cities signage for River Heritage Park. The sign proposal was reviewed by City staff, and it was determined that the signage would be a better fit in Main Street Landing.

Bruemmer shared an overview of the tenant focus groups held at the Freight House businesses and Taste of Ethiopia, making the Commission aware that further details would be provided outlining immediate needs and future development.

New Business

Darland made the Commission aware of a change to the Davenport Yacht Club's rates and membership fees for the season and has asked that the Commission look into the changes further to evaluate if the changes accurately reflect the permissions of the lease agreement.

Future Business

Marine Specialties would like to add two years to their existing lease at their current rate; this request would be consistent with the terms of a 3-year lease agreement. An addendum will be presented for approval at the May meeting.

Management Update

Jones provided an update on the Taste of Ethiopia transition and informed the Commission that they will see a new lease agreement brought before them in May for their consideration.

Jones also provided an update to The Diner's lease agreement and rental payment structure. City staff met with and presented a payment plan to The Diner in April 2024. The importance of timely payments ahead of the conclusion of their lease agreement in October in 2024 was discussed as it relates to their lease renewal.

Riverfront Community Engagement Coordinator Stephanie Bley provided an update on the condition of the Credit Island docks. Bley also shared an overview of upcoming riverfront events, including Coffee & Clean-Up, The Big 9 Summer Concert Series, and the addition of the Toast n' Jam event at Bechtel Park.

Park Liaison Report

Parks Advisory Board Liaison, Christopher Meyer, provided an update on the future plans for Davenport Junior Theatre. Meyer also shared that the Trails Committee is looking for walker and runner committee members.

No public comments were made. With no further business, the meeting adjourned at 6:16 p.m.

Gwendolyn Lee, Chair

ADDENDUM AGREEMENT

Marine Specialties
935 E River Drive
Davenport, IA 52803

This addendum agreement is made as of May 28, 2024 by and between the City of Davenport through its Riverfront Improvement Commission (hereinafter referred to as "Landlord") and Marine Specialties (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into an agreement on June 1, 2023, and

WHEREAS, Tenant has requested a two-year extension to the lease at the current rental rate, \$1,050 per month, \$12,600 annually.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and in full compliance with the terms of the agreements, Landlord and Tenant agree that all other provisions of the agreement will remain as first written.

RIVERFRONT IMPROVEMENT COMMISSION

By: _____
Gwendolyn Lee, Chair

Date: _____

MARINE SPECIALTIES

By: _____
Chad and Kathy Ruggeberg, Owners

Date: _____

AGREEMENT TO TERMINATE LEASE

This Agreement to Terminate Lease ("Agreement") is made and entered into as of the 28th day of May, 2024, by and between the CITY OF DAVENPORT, IOWA, through its Riverfront Improvement Commission ("Landlord") and TASTE OF ETHIOPIA ("Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated October 24, 2023, for the premises located at 102 South Harrison Street, Suite 300, Davenport, Iowa (the "Leased Premises"); and

WHEREAS, both parties desire to terminate the Lease Agreement effective July 1, 2024, and mutually agree to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Termination of Lease. The Lease Agreement dated October 24, 2023, between the Landlord and Tenant for the Leased Premises shall be terminated effective July 1, 2024.

2. Surrender of Premises. Upon the effective termination date, Tenant shall surrender the Leased Premises to Landlord in good order, condition, and repair, excepting reasonable wear and tear. Landlord shall inspect the Lease Premises upon surrender to verify its condition.

3. Release of Liability. Upon the effective termination date, the Landlord releases the Tenant from any further obligations or liabilities under the Lease Agreement, except for those expressly stated herein or accrued before the termination date.

4. Payment of Rent. Tenant shall pay all rent due up to the termination date as outlined in the Lease Agreement.

5. Payment of Property Tax. Tenant shall pay \$879.50 for property tax for the period of April 1, 2024 to the termination date as outlined in the Lease Agreement.

6. Return of Security Deposit. The Landlord shall return any security deposit held by the Landlord to the Tenant within 30 days from the termination date, less any deductions for damages, unpaid rent, or other charges as permitted by the Lease Agreement.

7. Miscellaneous. All other terms and conditions of the Lease Agreement not expressly modified or terminated herein shall remain in full force and effect.

8. Governing Law. This Agreement shall be governed by and construed by the laws of the State of Iowa.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the termination of the Lease Agreement and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[Landlord Signature]

[Tenant Signature]

By: _____

By: _____

Name: _____

Name: _____

Title: Riverfront Improvement
Commission Chair

Title: _____

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa, on this 1st day of July 2024, by and between the City of Davenport, Iowa, through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and I Love Fufu, hereinafter designated as "Tenant."

1. LEASED PREMISES

- A. The Landlord has leased, and by this instrument does lease, to the Tenant the following described property located in Davenport, Iowa, together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of Tenant's business, a restaurant, as hereafter described:

The Union Station Package Express Building, at 102 South Harrison Street, Suite 300, Davenport, Scott County, Iowa, to include approximately 1,400 square feet.

- B. The Landlord represents and warrants that it is the sole owner of the building and Leased Premises, that it has full right, power, and authority to make the lease and that no other person or entity needs to join in the execution thereof in order for the lease to be binding on all parties having an interest in the Leased Premises. The Landlord also warrants that the building is in full compliance with existing local, state, and federal codes, rules, and ordinances.

2. TERM

- A. The term of this Lease shall be for a period of one (1) year, and shall have possession on July 1, 2024 and shall terminate on June 30, 2025. The Tenant shall have the right of first refusal upon exercising renewal to lease the subject premise.
- B. Tenant shall have the option to renew for two additional twelve month terms, at a rate to be negotiated and provided this request is submitted prior to sixty days of the expiration of the term of this agreement.

3. RENTAL

- A. Beginning on July 1, 2024, the landlord will bill the tenant for July rent. Bills will be mailed on the first of each month and due by the last day of that month according to the following schedule. A late payment of ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the fifteenth (15th) day of the month following the due date.

Rent Schedule			
Rent	Bill Date	Due Date	Late Fee Assessed
July	July 1, 2024	July 31, 2024	August 15, 2024
August	August 1, 2024	August 31, 2024	September 15, 2024
September	September 1, 2024	September 30, 2024	October 15, 2024
October	October 1, 2024	October 31, 2024	November 15, 2024
November	November 1, 2024	November 30, 2024	December 15, 2024
December	December 1, 2024	December 31, 2024	January 15, 2025
January	January 1, 2025	January 31, 2025	February 15, 2025
February	February 1, 2025	February 28, 2025	March 15, 2025
March	March 1, 2025	March 31, 2025	April 15, 2025
April	April 1, 2025	April 30, 2025	May 15, 2025
May	May 1, 2025	May 31, 2025	June 15, 2025
June	June 1, 2025	June 30, 2025	July 15, 2025

- B. For the one (1) year of this lease, the Tenant shall pay to the Landlord for use of the Leased Premises the following sums:

	<u>Annual</u>	<u>Per month</u>
Year 1	\$16,170.00	\$1,347.50

- C. The Tenant has non-exclusive access to the Union Station parking lot. It is intended that all tenants and related uses will work with the Landlord to accommodate needs.

4. PAYMENT OF RENTAL

- A. The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at:

City of Davenport
Finance - Revenue Division
P.O. Box 8003
Davenport, Iowa, 52801

or to such other address or addresses as the Landlord shall, from time to time, designate in writing.

5. USE OF LEASED PREMISES

- A. The Tenant shall occupy and use the Leased Premises for the operation of a restaurant and associated uses incidental to this operation. No other uses shall be permitted without the written consent of the Landlord, which shall not be unreasonably withheld. The Tenant shall not sell or permit to remain in or about the Leased Premises any article that may be prohibited by standard form fire insurance policies.

- B. The Tenant shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent doorway of the Leased Premises without first securing the prior written consent of the Landlord.

6. FIRE INSURANCE

- A. The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building that the Leased Premises are located in.

7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

- A. The Lessee shall secure and maintain such primary insurance policies as will protect themselves or their Subcontractors from claims for bodily injuries, death, or property damage which may arise from operations under this Agreement whether such operations be by themselves or by any Subcontractor or anyone employed by them directly or indirectly.
- B. The following insurance policies are required unless other limits are specified. The City shall be identified as a certificate holder and specifically named as an additional insured under General Liability.

(1) Commercial General Liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

**(2) Commercial Automobile Liability
(if autos are used)**

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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(3) Excess Liability Umbrella \$1,000,000

(4) Statutory Worker's Compensation with waiver of subrogation in favor of the City.

- C. Contractual Liability; the insurance required above under "LESSEE INSURANCE", shall:

(1) be Primary insurance and non-contributory.

(2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION section below.

8. CERTIFICATES OF INSURANCE

- A. Certificates of Insurance, acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City before approval of the Contract by the City. The Lessee shall ensure that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City. The Lessee will accept responsibility for damages and the City's defense in the event no insurance is in place and the City has not been notified.

9. INDEMNIFICATION

- A. To the fullest extent permitted by the law, the Lessee shall defend, indemnify, and hold harmless the City, its officials, and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to, all attorneys' fees provided that any such claim, damage, loss or expense:
- (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
 - (2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
- B. In any and all claims against the City, its officials or any of its agents, or employees by any employee of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The Lessee shall not be responsible for damage or injury caused by the Landlord's negligence relating to items that remain the exclusive responsibility of the City.

10. ALTERATIONS

- A. The Tenant shall not make, or suffer to be made, any alterations, after the build-out, of the Leased Premises, or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Landlord.

11. MAINTENANCE AND SANITATION

- A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.
- B. The Tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Leased Premises in which to place any refuse or trash produced by the Tenant or its customers and patrons, and the Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a sanitary condition. The Landlord shall provide space near the Leased Premises for such sanitary receptacles to the extent practical.

12. SURRENDER OF LEASED PREMISES

- A. The Tenant shall, upon expiration of the term hereby created, or upon earlier termination hereof for any reason, quit and surrender said Leased Premises in good order, condition, and repair, reasonable wear and tear expected, and clean and free of refuse. If alterations, additions, and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall not be required to restore the Leased Premises to the condition in which they were prior to such alterations, additions, and/or installations.

13. FIXTURES

- A. The Tenant shall provide, install, and maintain, at its expense, fixtures of a special nature that the Tenant's business may require. All such fixtures that are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant no later than the expiration of the term hereof, provided that the Tenant is not then in default hereunder and that the Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, except any water purification equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, water heaters, carpeting, or other floor covering cemented or otherwise affixed to the floor) that may be placed upon, installed in, or attached to, the Leased Premises by the Tenant shall, at the expiration or earlier termination of this Lease for any reason, be the property of the Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures,

equipment, or property to replace the same with items of like character, quality, or value.

14. TENANT IMPROVEMENTS

- A. Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

15. FREE FROM LIENS

- A. The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

16. ABANDONMENT

- A. The Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease; and if the Tenant shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of the Landlord. The Tenant shall not be deemed to have vacated or abandoned the Leased Premises caused by reasons beyond its control (casualty, strikes, and acts of God).

17. SIGNS AND ADVERTISING MATERIALS

- A. The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the City of Davenport prior to installation, whether it be affixed to the building or window-type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

18. EXTERIOR LIGHTING

- A. The Tenant shall not install any exterior lighting on the Leased Premises unless and until the Landlord shall have approved, in writing, the design, type, kind, and location of the lighting to be installed.

19. UTILITIES

- A. The Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. The Tenant shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. In the event that one or more such utilities or related services shall be supplied to the Leased Premises and to one or more other tenants within the Freight House complex without being individually metered or measured to the Premises, Tenant's proportionate share thereof shall be paid as additional rent and shall be determined by Landlord based upon their estimate of Tenant's anticipated usage. The Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity, gas, and other utilities to the Leased Premises.

20. ENTRY AND INSPECTION

- A. The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, to inspect the same or for the purpose of maintaining the building in which said Leased Premises are situated, or to make repairs, alterations, or additions to any other portion of said building. If the Tenant shall notify the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

21. DAMAGE AND DESTRUCTION OF LEASED PREMISES

- A. At its cost and expense, the Landlord agrees to maintain the roof, walls, and foundation of the Leased Premises and building in reasonably good order and condition and to make all necessary repairs and replacements in and to the building, including the building flood protection system. If the Landlord fails to perform obligations under this Lease, which creates a condition that interferes substantially with normal use, and as a consequence, the Tenant is compelled to discontinue business in the Leased Premises in whole or in part, the rental shall be proportionally abated. If the Landlord defaults for more than thirty (30) days after written notice by the Tenant, the Tenant shall have the right but not be obligated to remedy such default. All such sums expended or obligations incurred by the Tenant in connection with the foregoing shall be paid by the Landlord to the Tenant upon demand. If the Landlord fails to reimburse the Tenant, the Tenant may, in addition to any other right or remedy that it may have, deduct such amount from the next month's rent or rentals.

- B. In the event of a destruction of the Leased Premises or the building containing the same during said term, which requires repairs to either said Leased Premises or said building, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act, use, or occupation, which declaration requires repairs provided the Tenant gives to the Landlord written notice of the necessity therefore. If those repairs are not, or cannot be, completed within thirty (30) days of said notice, then the Tenant may, at its option, cancel this Lease. However, suppose the Tenant does not desire to cancel the Lease. In that case, rent shall be abated during the period which those repairs are made and the Tenant is compelled to discontinue business in the Leased Premises. Further, in the event of flooding, rent shall be abated during that time period the leased premises are declared to be unfit for occupancy by any authorized public authority.

22. ASSIGNMENT AND SUBLETTING

- A. The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld. Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Consent to an assignment shall not release the original named Tenant from liability that accrued or occurred prior to the date of assignment. If the Landlord does not release the Tenant from liability, the Landlord shall give the Tenant notice of defaults by the assignee and an opportunity to cure the same. Any assignment or subletting without the Landlord's prior written consent shall be void and shall, at the option of the Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable as to the interest of the Tenant by operation of law without the Landlord's prior written consent. The Landlord shall give the Tenant previous notice of the assignment of this Lease and any interest of the Landlord therein.

23. DEFAULT, RE-ENTRY REMEDIES

- A. If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, and such failure to perform other covenants shall continue for Thirty (30) Days after written notice thereof from the Landlord to the Tenant, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises without liability to any person for damages sustained by reason of such removal. Such property

may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of, the Tenant.

24. DEFAULT, COSTS, AND ATTORNEY FEES

- A. If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, then the Tenant shall be responsible for payment of all reasonable costs and attorney fees of the Landlord that result from the Landlord pursuing its rights and remedies.

25. SALE OF LEASED PREMISES BY LANDLORD

- A. In the event of any sale of the Leased Premises or assignment of this Lease by the Landlord, the Landlord shall give the Tenant prior notice of any such sale or assignment. The Landlord shall be relieved of liability under the Lease only if the new Landlord agrees to the Lease and not to disturb the Tenant.

26. REIMBURSEMENT

- A. All covenants and terms herein contained to be performed by the Tenant shall be performed by the Tenant at its expense, and if the Landlord shall pay any sum of money or do any act which requires the payment of money because of the failure, neglect, or refusal of the Tenant to perform such covenant or term, the sum or sums of money so paid by the Landlord shall be considered as additional rent and shall be payable by the Tenant to the Landlord on the first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment.
- B. All covenants and terms herein contained to be performed by the Landlord shall be performed by the Landlord at its expense, and if the Tenant shall pay any sum of money or do any act which requires the payment of money because of the failure, neglect, or refusal of the Landlord to perform such covenant or term after written notice by the Tenant, the sum or sums of the money so paid by the Tenant shall be considered as rental and shall be deducted by the Tenant from the rent on the first of the month next succeeding such payment.

27. WAIVER

- A. No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord. The Landlord's forbearance or indulgence in any shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply. Until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the Landlord of any breach or term, covenant, or condition hereof shall apply to, and be limited to, the

specific instance involved and shall not be deemed to apply to any other instance or any subsequent breach of the same or any other term, covenant, or condition.

28. SUCCESSORS IN INTEREST

- A. The covenants herein contained shall, subject to the provisions as to assignment, subletting, and sale of Leased Premises, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, and all of the parties shall be jointly and severally liable hereunder.

29. PARTIAL INVALIDITY

- A. Suppose any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable. In that remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

30. TIME

- A. Time is of the essence in the performance of any obligations under this Lease.

31. EMINENT DOMAIN

- A. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.
- B. If any part of the Leased Premises shall be acquired or condemned by eminent domain or public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, which shall be at the Tenant's reasonable discretion, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. In the event the Tenant determines the Leased Premises are not suitable, then it shall be relieved from further obligation of this Lease.
- C. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to its respective interests in any condemnation proceeding.
- D. Nothing herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, or for value of stock, trade fixtures, furniture, or other personal property belonging to the Tenant.

32. MISCELLANEOUS

- A. The Tenant shall be responsible to pay for Tenant's proportionate share of the Real Estate Taxes of the Leased Premises and any personal property taxes assessed on the equipment or fixtures owned by the Tenant. Tenant is solely responsible to keep itself informed of the assessment and collection of taxes.
- B. The Landlord shall be responsible and pay for all snow removal, exterior landscaping, and all other exterior maintenance of the building and public areas surrounding the Leased Premises. Tenant shall remove snow from the wooden deck on the south side of the building. The Tenant shall be responsible, however, for the interior and exterior window cleaning of the Leased Premises.
- C. The Tenant is hereby provided the exclusive use of the space agreed to at the Union Station Package Express building, and accepts it as is, where is condition.
- D. The Tenant is responsible for obtaining and renewing all licenses and permits necessary for its operation. The Tenant shall comply with all Federal, State, or local rules and regulations applicable to its operation.

33. GENERAL

- A. This Lease shall be construed in accordance with the laws of the State of Iowa.
- B. This Lease, and any exhibits attached hereto, sets forth all the covenants promises, agreements, conditions, or undertakings, either oral or written, between the Landlord and Tenant. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties.
- C. If the Landlord or Tenant herein shall be more than one party, then the obligations of such party or parties shall be joint and several.
- D. The Landlord and Tenant acknowledge reliance on its own judgment and advice and counsel of its own attorney in interpreting this Agreement, and not in any manner on the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year above written.

I LOVE FUFU

RIVERFRONT IMPROVEMENT COMMISSION

By _____

By _____

Gwendolyn Lee, Chair

Date _____

Date _____