

Recorded: 12/14/2023 at 1:40:25.0 PM
County Recording Fee: \$82.00
Iowa E-Filing Fee: \$4.53
Combined Fee: \$86.53
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 3121

Recorder's Cover Sheet

Preparer Information: James T Peters, 309 First St. E, Independence, IA 50644, Phone: 319-334-9992

Taxpayer Information: City of Manchester, Iowa, 208 East Main Street, Manchester, IA 52057

Return Document To: James T Peters, 309 First St. E, Independence, IA 50644

Grantors: City of Manchester, Iowa

Grantees: Riverside Property Group, LLC

Legal Description: See page 2

Document or instrument number if applicable:

LEASE AMENDMENT


The undersigned, City of Manchester, Iowa, hereinafter referred to as "Landlord" and Riverside Property Group, LLC, hereinafter referred to as "Tenant", state and agree as follows:

1. The parties previously entered into a lease of business property dated June 13, 2019. A copy of said lease is attached hereto, marked Exhibit "A", and by this reference made a part hereof.
2. That Tenant is the owner of real estate located adjacent to the property subject to the lease. Said adjacent property is described as:

Lot 11 of the Subdivision of Lots 146 and 197, Manchester, Iowa, same being a part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa.

Title was transferred to Tenant by Court Officer's Deed recorded in the Office of Delaware County Recorder in Book 2019 Page 315 on February 13, 2019.
3. That the parties hereby agree that the above-described lease is amended as follows:
 - A. That the rights of Tenant for use of the property subject to lease shall be deemed to run with ownership of the land described in paragraph 2 above.
 - B. It is the intent of the parties that any transfer or disposition of real estate described in paragraph 2 above shall include and be inseparable from the above-described leased property.
 - C. That Tenant has previously been permitted to build a structure on the leased property which is elevated above ground in the manner of a deck.
 - D. Tenant shall be entitled to add a roof to the existing deck consistent with the terms and description as set forth on exhibit "B" attached hereto.
 - D. That at the end of the lease term, Tenant shall be responsible for removal of all structures, buildings, and personal property located on the leased premises excepting any such property authorized by Landlord to remain following end of the lease term.
 - E. That any construction or use of the leased property shall be consistent with City, State, and Federal Code provisions regarding construction, maintenance, and use of the leased property.
4. In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein or to protect the lien or title herein of Sellers or in any other case

permitted by law in which an action is brought under the terms of this lease for which attorney fees may be collected, Tenant agrees to pay for reasonable attorney fees incurred by Landlord.


City of Manchester, Landlord


Riverside Property Group, LLC
Tenant

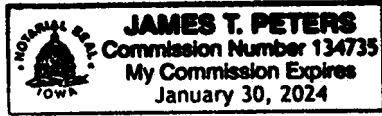
Date: 12/11/23

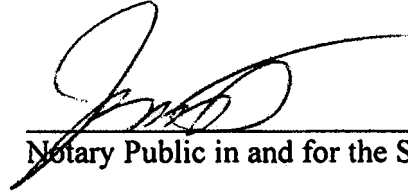
Date: 12-11-23



STATE OF IOWA, COUNTY OF DELAWARE, SS:

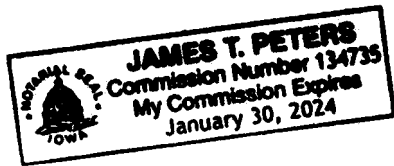
Subscribed and sworn to before me this 11th day of December, 2023 by Connie Behnken, Mayor of the City of Manchester, Landlord.




Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DELAWARE, SS:

Subscribed and sworn to before me this 11th day of December, 2023 by Roger Zearly, Member for Riverside Property Group, LLC, Tenant.



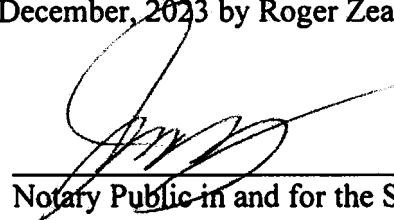

Notary Public in and for the State of Iowa

EXHIBIT "A"

INITIAL LEASE AGREEMENT

LEASE – ALLEY

THIS LEASE, made and entered on the date shown below by and between City of Manchester, Iowa ("Landlord"), whose address, for the purpose of this lease, is 208 East Main Street, Manchester, Iowa 52057 and Riverside Property Group, LLC ("Tenant"), whose address for the purpose of this lease is 528 Lyness Street, Ryan, Iowa 52330;

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Delaware County, Iowa:

The alley lying adjacent to Lot 11 of the Subdivision of Lots 146 and 197, Manchester, Iowa, same being a part of the Northwest ¼ of the Northeast ¼ of Section 32, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa.

Also described as the alley lying adjacent to 121 South Franklin Street, Manchester, Iowa

Subject to rights, easements and appurtenances thereto belonging, for a term beginning on June 1, 2019 ending on May 31, 2034, upon the condition that Tenant performs as provided in this lease.

2. RENT. Tenant agrees to pay Landlord as rent \$1.00 per year, in advance commencing on June 1, 2019 and on the 1st day of June each year thereafter, during the term of this lease. All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing

3. POSSESSION. Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

4. USE. Tenant shall use the premises to construct a deck or other similar structure for an outside dining – entertainment area

5. CARE AND MAINTENANCE.

A. Tenant takes the premises as is, except as herein provided.

B. Tenant shall take no action which is inconsistent with or interfering with continued use of the premises for existing utilities located on the premises.

C. Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (B) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES. Tenant shall make no structural changes or alterations without the prior written consent of Landlord. Unless otherwise provided, and if

the premises include the ground floor, Tenant agrees to remove all snow and ice and other obstructions from the sidewalk on or abutting the premises.

6. UTILITIES AND SERVICES. Tenant shall pay for all utilities and services which may be used on the premises. Landlord shall not be liable for damages for failure to perform as herein provided, or for any stoppage for needed repairs or for improvements or arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

7. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. INSURANCE.

A. PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.

B. LIABILITY INSURANCE. Tenant shall obtain commercial general liability insurance in the amounts of \$300,000 Liability insurance for each occurrence and \$600,000 Liability insurance annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.

10. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. INDEMNITY. Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

12. DAMAGE. In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within 20 days after such notice; and both parties shall thereafter be released from all future obligations hereunder.

13. MECHANICS' LIENS. Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. SIGNS. Landlord, during the last 90 days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.

16. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

19. PUBLIC UTILITIES. Landlord shall retain the right to continued use a public utility easement on across and under the property for current and future public utilities in a manner consistent with City and State Code. Such rights retained by Landlord shall include the right to maintain, replace or repair existing utilities located upon the subject property.

20. REAL ESTATE TAXES. The Subject property is owned by the City of Manchester, Iowa and no taxes are assessed to the property. In the event this lease causes the property to become subject to real estate taxation, Tenant shall be responsible for payment of any such taxes as they become due and payable.



City of Manchester, LANDLORD

Date: June 10, 2019



Riverside Property Group, LLC,
TENANT

Date: 6-13-19

Lease agreement was approved by the Manchester City Council on June 10, 2019, following a Public Hearing (Resolution R-065-2019 attached).

EXHIBIT "B"

The Drawings for the existing deck and proposed roof are attached hereto.

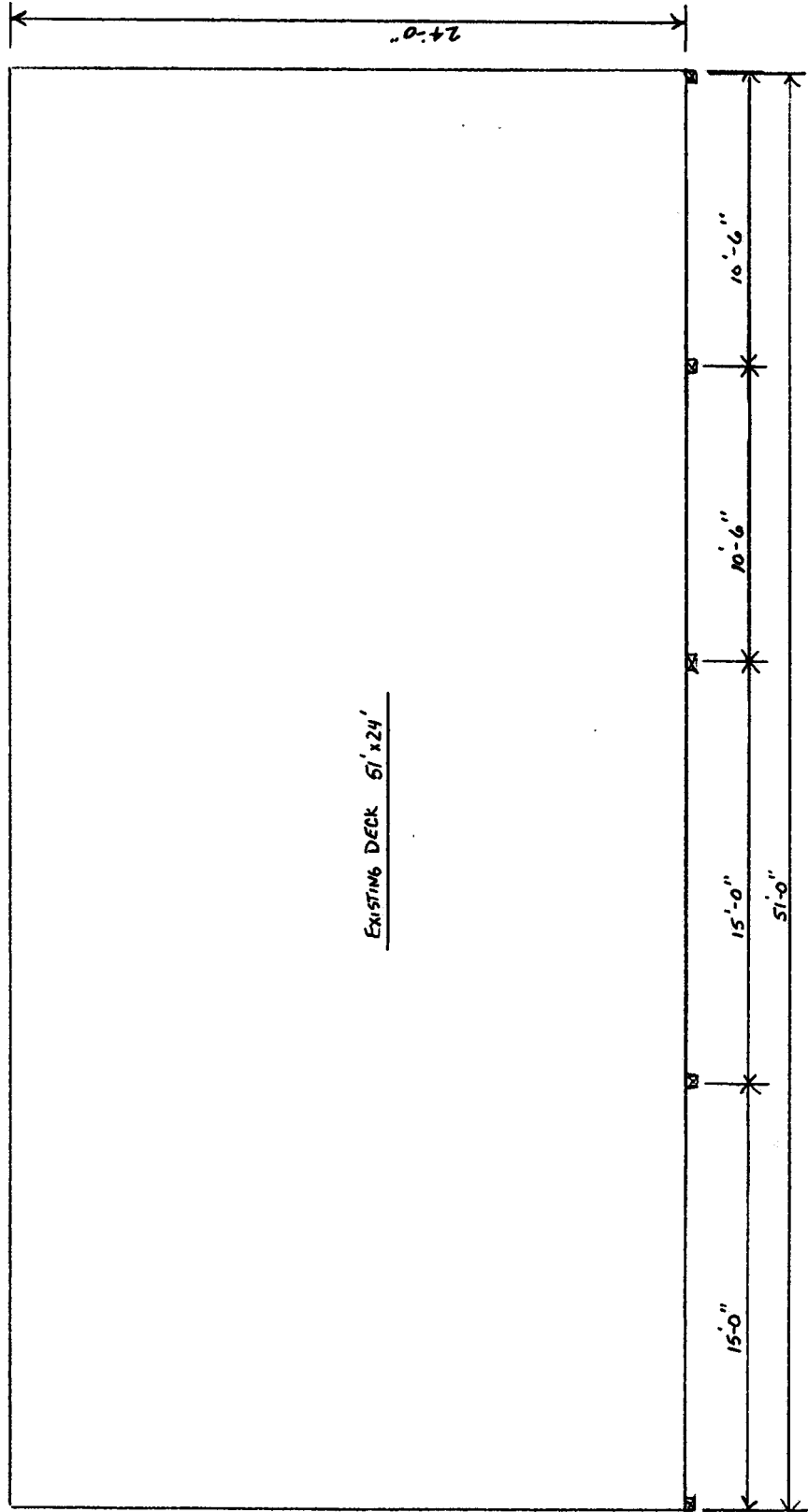
Detail:

1. Posts will be on their own post footings, and roof posts will be just outside of deck posts
2. Exterior posts will be exterior laminated posts supplied by Lumber Yard
3. Trusses will sit on a microlam beam on both interior and exterior of the deck.
4. The interior side of deck will have 6 x6 posts with microlam beam to carry roof trusses. This will keep roof independent from the existing building
5. A flashing will be bent to try to keep majority of precipitation from underside of roof along existing building.
6. The roof will have approx. size of 53'-0" X 26'6" of roof space for solar panels
7. The ceiling will be enclosed by LP plywood sheets.
8. Roof materials will be black, metal screwed down
9. Electric and solar panels done by Wulfekuhle Electric
10. 82 solar panels – Approximately 50 on the deck roof and 32 on the Riverbend Roof.

□ = 6x6 Laminated post for Roof

EXISTING BUILDING

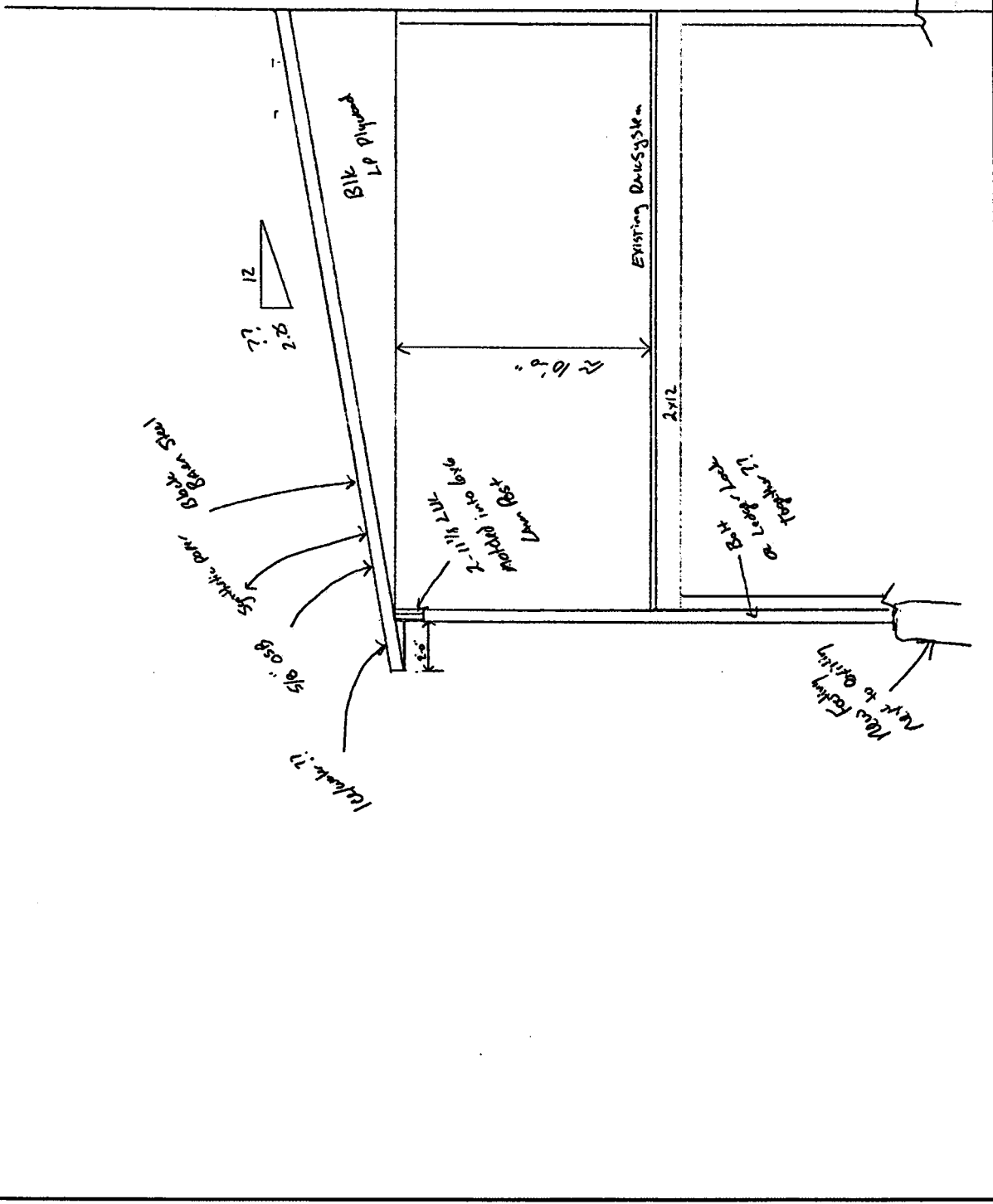
EXISTING DECK 61'x24'



1/4" = 1'-0"

RIVER BEND DECK

EXISTING Building



21 in

EXISTING DRAINAGE

21 in

2x12

Back Green Steel

Synthetic panel

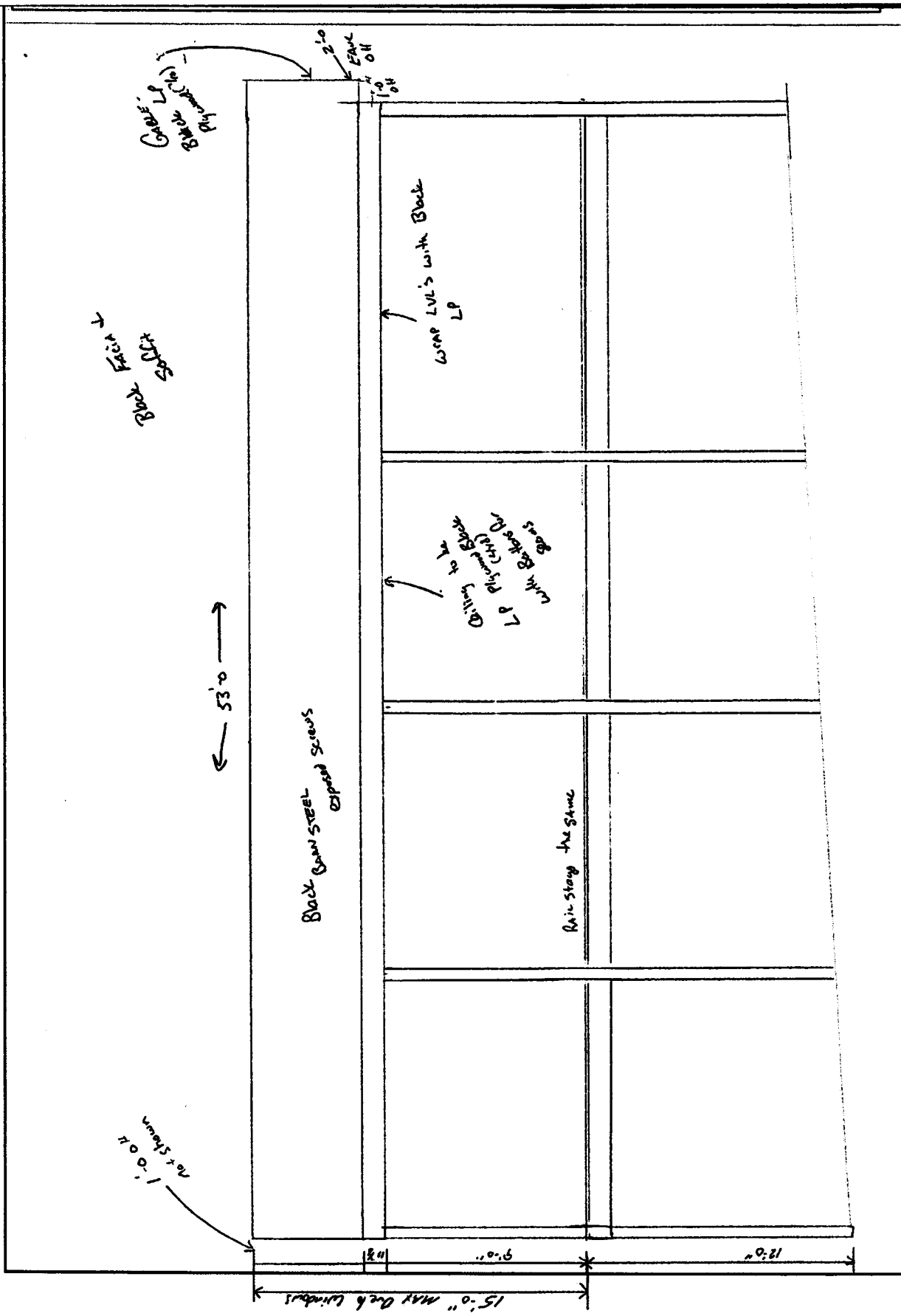
5/8" OSB

1x4x8-12

2-1 1/2" LVL
Added into girth
Lamin Back

Back
or Ledger / Load
Transfer ?

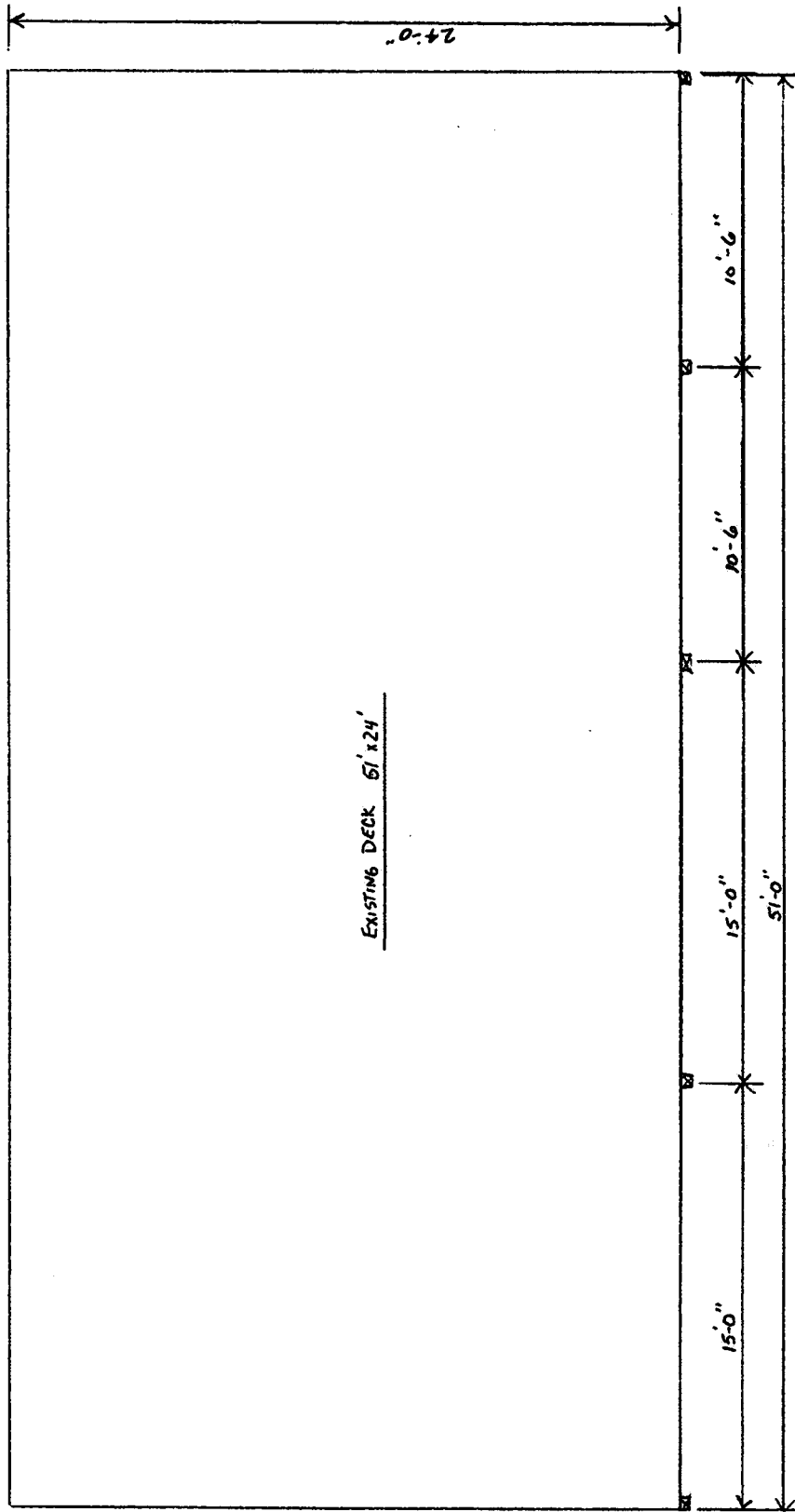
New Footing
Next to existing



□ = 6x6 Laminated post for Roof

EXISTING BUILDING

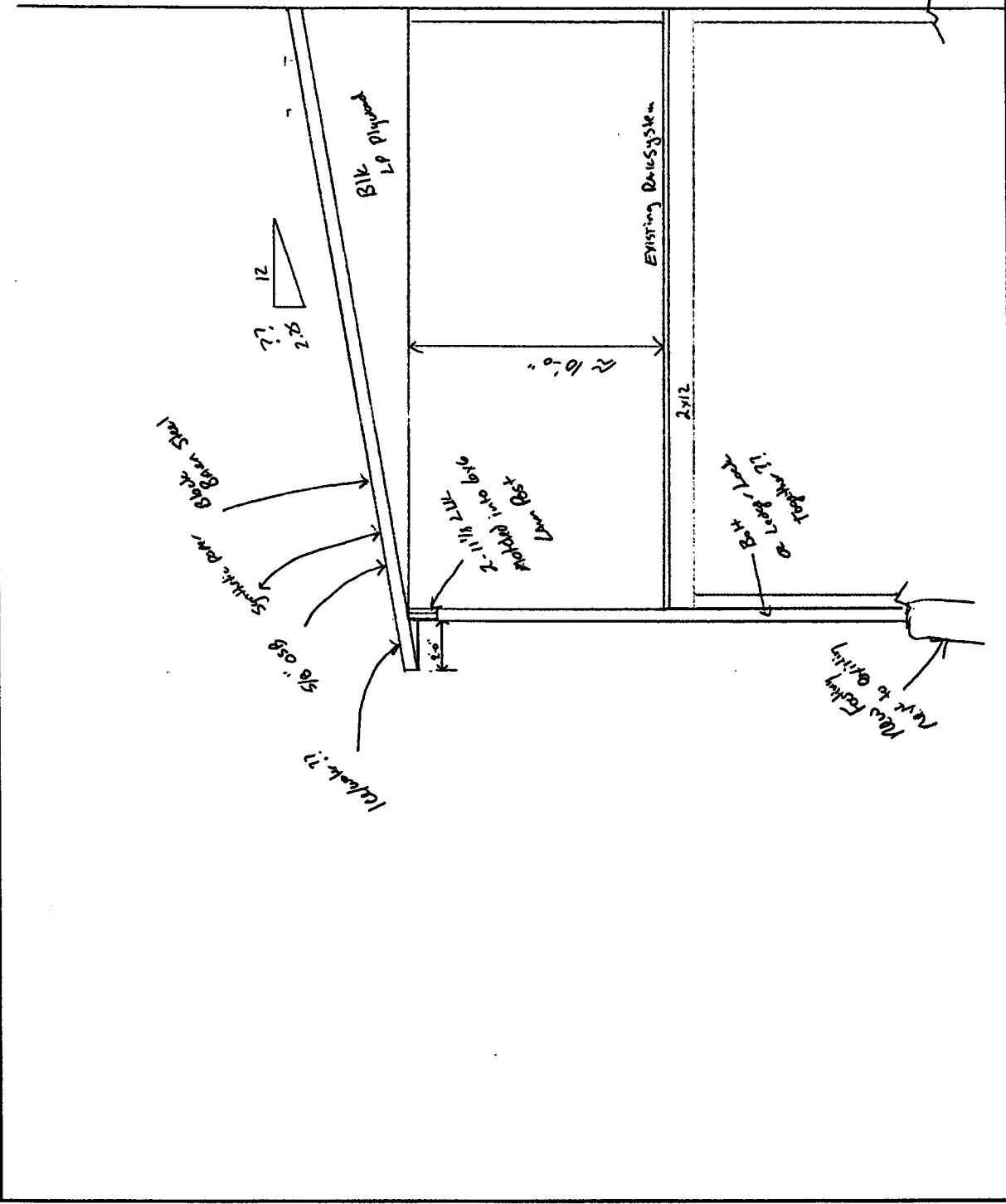
EXISTING DECK 61'x24'

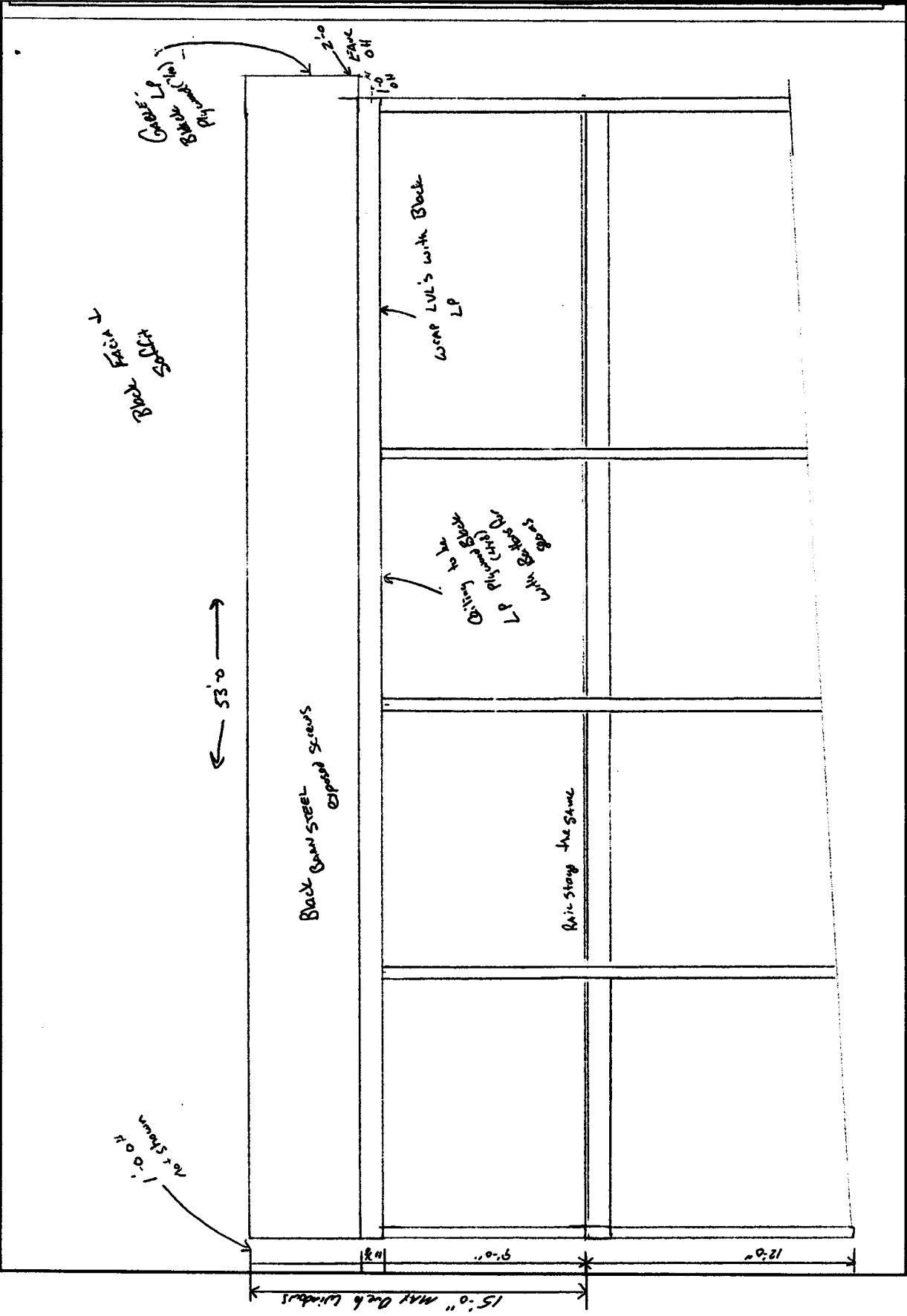


1/4" = 1'-0"

RIVER BEND Deck

Existing Building





Black LVL
Plywood (1/2")

1'0" x 7'0"

53'0"

Black GAN STEEL
EXPANDED SCREWS

Black LVL's with Black
LP

LP Plywood (1/2")
with Gypsum Board
Air-Stop

Air-Stop the same

1'0" x 7'0"

15'0" Max Oak Windows

12'0"

9'0"

12'0"

2'0"
1'0" OH