MANAGEMENT AGREEMENT

COUNCIL BLUFFS RIVERFRONT AND FRIENDSHIP PARK
City of Council Bluffs

1. PARTIES. This agreement is made between the State of Iowa, acting through the Iowa Department of Natural Resources (DNR), and the city of Council Bluffs (City).

2. PROPERTY. The DNR and the City have jointly determined that it is in the public interest to transfer the care and maintenance of state-owned real property, locally known as Friendship Park and Council Bluffs Riverfront containing 139 acres, more or less, more particularly described to wit and referred hereafter as the Property:

South Parcel:

All of that land in Government Lots 2 and 3 in Section 33, Twp 75N, R44W of the 5th P.M., Pottawattamie County, Iowa, located within the city limits of the City of Council Bluffs, Iowa which lies westerly of the centerline of the Council Bluffs Levee Unit No.1; southerly of a line parallel to and 10 feet normally distant northerly from northerly edge of "Harrah's" north parking lot; northerly of a line parallel to and 150 feet normally distant northerly of the centerline of the Union Pacific Railroad Bridge and easterly of the ordinary high bank of the Missouri River. South Parcel shown in Exhibit A.

North Parcel:

A parcel of land bounded on the south by the westerly prolongation of the southerly line of Government Lot 1 in said Section 28 then easterly along said westerly prolongation and along said southerly line of Government Lot 2, 1,119 feet, more or less, to a point on said westerly right of way line to the Council Bluffs Missouri River Levee; on the east by the westerly toe of bank of the Council Bluffs Missouri River Levee and the southwesterly line of the Narrows River Access Park property, on the north and west by the southerly and easterly high bank of the Missouri River, situated in Section 22, 23,27, 28, 29, 32 and 33 all in Township 75 North, Range 44 West of the Fifth Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa. North Parcel Shown in Exhibit B

3. AUTHORITY. This agreement is entered into under the authority of Iowa Code Sections 364.1 and 461A.27. Pursuant to said Section, the parties mutually agree that the City shall undertake the development, care and maintenance of the state-owned real property described above according to the following terms and conditions:

4. TERM OF AGREEMENT. This agreement is effective on the date it is last signed below and continues in full force and effect to and including December 31, 2048.

5. INDEMNIFICATION. To the extent allowed by law, the City agrees to indemnify and hold harmless the State of Iowa and the DNR, its officers, employees and agents appointed and elected and volunteers from any and 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 Department, related to or arising from: any breach of this agreement; any negligent or wrongful act or omission; or any other act, or omission, by the City, its officers, agents, employees, volunteers or contractors that results in damage to property or injury to a person or persons by virtue of its activities under this agreement.

6. MANAGEMENT OF PROPERTY. The City agrees to maintain and manage the Property as a public access area for the citizens thereof and for the people of the State of Iowa in substantially the same manner as state owned Parks (South Parcel) and Wildlife Areas (North Parcel) are maintained and managed by the DNR.

7. BOUNDARY MANAGEMENT. The City shall annually inspect the boundary of the Property and submit a written report to the DNR if any changes, encroachments or boundary problems are discovered. The DNR shall be responsible for addressing any boundary problems affecting title to the Property.

8. COMPLIANCE WITH LAWS. The City, its officers, employees, agents and contractors shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders in conducting activities pursuant to this agreement, including without limitation, those laws, rules and regulations related to the use of parks (South Parcel) and wildlife areas (North Parcel) respectively, under the jurisdiction of the DNR and the Natural Resources Commission and those specifically related to public safety and public water supplies, as they may apply. Any claim or obligation arising out of this section, either by DNR or a third party, shall survive the termination, expiration or conclusion of this agreement.

9. DNR'S USE OF PROPERTY. The DNR reserves the right to enter upon the Property at any time for any purpose in connection with programs of the DNR and temporarily use the area in such manner as to not materially interfere with the use of the area by the City.

10. PRESERVATION OF NATURAL FEATURES. No trees or other vegetation may be removed or other natural features of the area disturbed without written permission of the DNR. Removal of vegetation deemed a public hazard is permitted.

11. IMPROVEMENTS. The City shall make no permanent improvements Property until the development plans for such improvements have been approved by the DNR. Such approval shall be in the form of an issuance of a Sovereign Lands construction permit pursuant to Iowa Code section 461A.4 and 571 IAC chapter 13 and may require compliance with additional requirements, including the State Historical Preservation Office requirements, identified in said permit. DNR shall not unreasonably withhold Sovereign Lands construction permits that are required for the City to comply with paragraph 8 of this agreement. The City shall comply with all Sovereign Lands construction permit requirements for the Property described in the permit during the term of this agreement. Regular management practices conducted by the City on the Property, including normal maintenance of any permitted improvements, that do not permanently alter the characteristics of the Property may be performed without additional DNR approval. All costs associated with installing and maintaining improvements under this paragraph shall be the express responsibility of the City.

12. COMMERCIAL USE OF PROPERTY. The City may make commercial use of the Property or permit commercial use by others in accordance with the City's adopted regulations. Commercial use of the Property shall not be permitted when it will or may exclude the general public from using the Property. Non-discriminatory access restrictions are allowed where necessary for safety considerations.

All permitted commercial uses shall be approved in writing by the DNR. Commercial uses include, without limitation, agricultural operations and forest harvest conducted by the City, its employees, agents, officers and volunteers, or an independent contractor working for the City. DNR shall have the right to review all bids reviewed and considered by the City in providing its permission for such commercial uses. Receipts from commercial uses shall be retained by the City and must be used to make improvements to and maintain the Property.

13. SURRENDER OF PROPERTY. At the expiration or termination of this agreement, the City will yield possession of the Property to the DNR and will, within 90 days after such time, remove all improvements, structures, and equipment thereon from said land. However, permanent structures may remain on the Property with specific written approval of the DNR. The Property shall be delivered and any improvements, structures or equipment shall be removed so as to leave the Property in as good order and condition as when the same was entered upon by the City.

14. SIGNS. All DNR signs (e.g., boundary, directional, area name or regulation) may remain in place at the discretion of the City. Removal and disposal of DNR signage shall be coordinated with DNR area manager and conducted as approved by the DNR area manager. The City shall install and maintain signs on the boundary of the area designating it as a public use area, stating that shore fishing is allowed, and alerting the users that it is managed by the City. Signs restricting hunting shall be installed and maintained in the event hunting is restricted by City ordinance. The City may add additional boundary, directional and regulatory signs as it deems necessary, provided they comply with all laws, the City maintains them, and the City removes them upon termination of this agreement.

15. EXPENDITURE OF FUNDS. Except as may be required to comply with paragraphs 5 and 8 of this agreement, nothing in this agreement shall obligate or bind either party to the expenditure of funds in excess of funds available to each party.

16. PUBLIC USE OF PROPERTY. Nothing in this agreement shall deny the right of the public to enter upon and use the Property for any lawful purpose whatsoever. Parking in the South Parcel parking lot shall not be restricted in any way unless approved by the local DNR area manager.

17. NONDISCRIMINATION. It is agreed that, with respect to use of the Property, the City will not exclude anyone from participation in, deny anyone the benefits of, or otherwise subject anyone to discrimination because of the person's race, color, sex, gender identity, sexual preference, national origin, age or disability.

18. SEVERABILITY. If any provision of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

19. CHOICE OF LAW AND FORUM. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk City District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate.

20. TERMINATION. Either party may terminate this agreement upon 30 days' written notice to the other party should it be determined that either party is substantially failing to comply with the terms of the agreement; if, through action of the legislature or governor, the DNR cannot, in the sole opinion of DNR, meet its obligations under this Contract; if, through action of the legislature or governor, the City cannot, in the sole opinion of City, meet its obligations under this Contract; or if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects either party's ability to fulfill any of its obligations under this agreement.

21. OBLIGATIONS BEYOND AGREEMENT TERM**.** This agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this agreement. All obligations the City incurred during or existing under this agreement as of the date of expiration, termination or cancellation shall survive the termination, expiration or conclusion of this agreement.

22. SPECIAL TAX ASSESSMENTS. The City agrees that it shall not levy special tax assessments against the Property, and any improvements thereon, during the term of this agreement. Nothing in this provision shall be construed as a waiver of sovereign immunity.

23. EXECUTION. This agreement is entered into under the authority of a resolution adopted at the regular Council meeting of Council Bluffs, Iowa City Council on _____, as shown in the minutes thereof.

CITY OF COUNCIL BLUFFS, IOWA

_____
Mayor

_____
City Clerk

STATE OF IOWA }
}§
COUNTY OF _____ }

On this ___day of _____, 20___, before me, _____,
A Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of _____, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. _____passed by resolution of the City Council under Roll Call No. ____ of the City Council on the ____ day of _____, 20___ and that they executed the foregoing instrument as their voluntary act and deed and the voluntary act and deed of the corporation.

_____
Notary Public in the State of Iowa

This agreement is entered into under the authority of a resolution adopted at the regular meeting of the Natural Resource Commission on _____, as shown in the minutes thereof.

IOWA DEPARTMENT OF NATURAL RESOURCES

_____
Kayla Lyon, Director

STATE OF IOWA }
}§
COUNTY OF POLK }

On this ____ day of _____, 20____ before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Kayla Lyon, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she is the duly appointed and actively serving Director of the Iowa Department of Natural Resources, that the Natural Resource Commission, by majority vote at its meeting on _____ , authorized her to execute the foregoing instrument and that she executed the foregoing instrument as her voluntary act and deed and the voluntary act and deed of the Iowa Department of Natural Resources.

_____
Notary Public in the State of Iowa

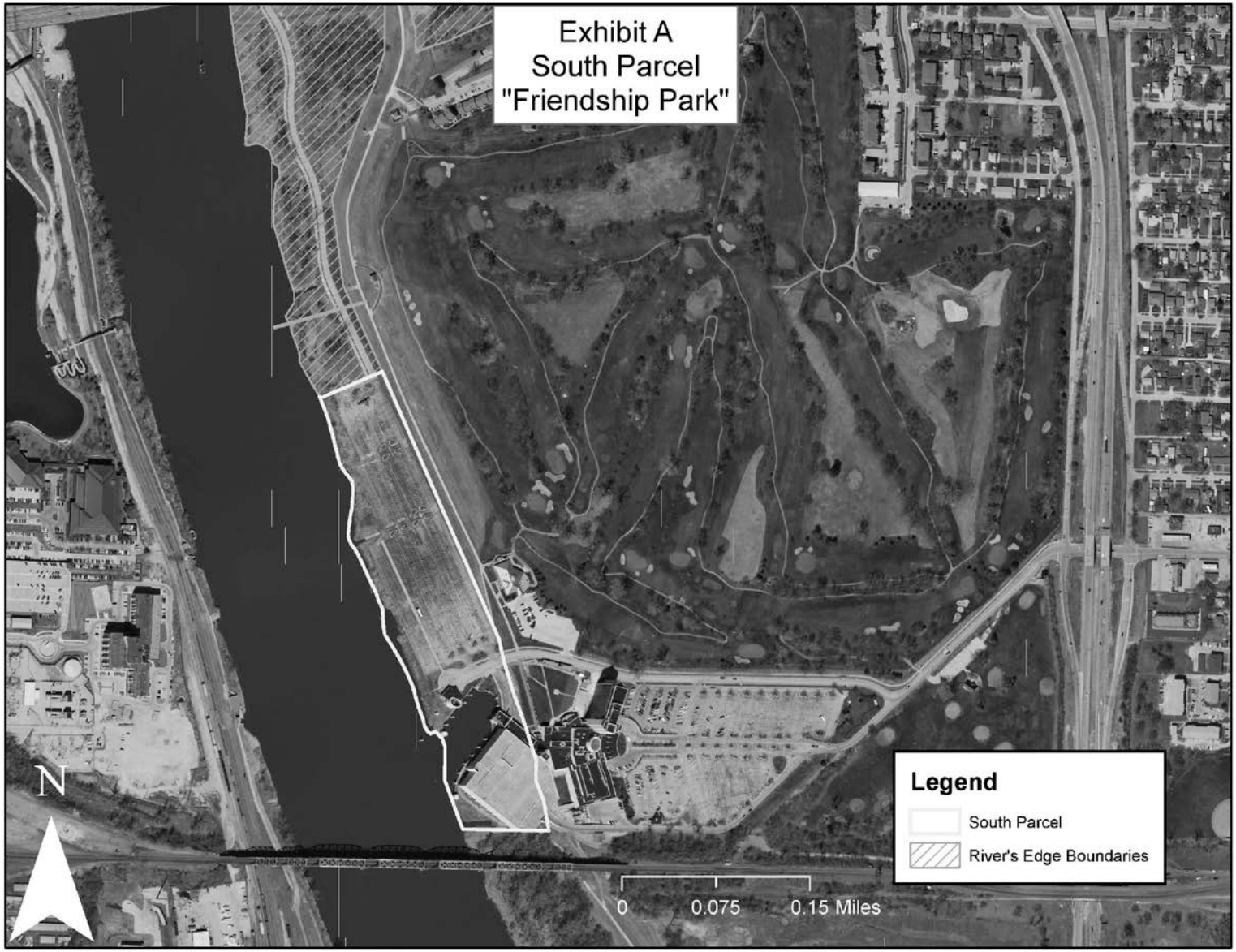

Exhibit A
South Parcel
"Friendship Park"
N
Legend
South Parcel
River's Edge Boundaries
0
0.075
0.15 Miles


Exhibit B
North Parcel
"Riverfront"
N
Legend
North Parcel
River's Edge Boundaries
0
0.175
0.35 Miles