2006

Mid America Center

PUBLIC ART
LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of September, 2006, by and between the City of Council Bluffs, Iowa ("City") and Iowa West Foundation ("IWF").

WHEREAS, IWF wishes to publicly display in the City certain works of art on property owned by the City; and

WHEREAS, the City has agreed to allow the display of such public art under the terms and conditions set forth in this Agreement.

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

1. City hereby grants a license to IWF to install and maintain during the term of the license granted hereunder, certain works of art ("Art") at the locations on City property as specified on Exhibit A attached hereto and incorporated herein. The City further grants a license to IWF, its employees, agents and contractors to enter upon the specific locations identified in Exhibit A from time to time as necessary for the installation, maintenance, repair and removal of the Art. The license to install and maintain the Art and to enter onto City property for such purposes set forth above, shall remain in effect so long as such Art is publicly displayed pursuant to this Agreement. The license granted hereby shall continue for a reasonable time after the termination or expiration of this Agreement to allow for removal of such Art by IWF.

2. IWF agrees, during the term of this Agreement, to maintain at its cost all of the Art installed pursuant to this Agreement in good repair at all times it is on public display pursuant to this Agreement, all without cost to the City, provided, however, that this maintenance obligation shall not require IWF to repair any Art that is damaged beyond reasonable repair by casualty or any other cause. In the event any of the Art is damaged by the negligent act or omission of the City, or any of its employees, agents or contractors, City shall be responsible to all costs incurred by IWF to repair such damage. Except as specifically provided in Section 3 below, IWF shall not be responsible for any mowing, landscape maintenance, or snow and ice removal at the installation sites, all of which shall be performed by the City. IWF shall pay all utility costs to light any Art that IWF decides to illuminate. The obligation of IWF to the City to maintain any of the Art under this Agreement shall end at any time the Art is not publicly displayed as provided herein, and at the time this Agreement expires or is terminated.

3. Locations 1 and 2, as identified in Exhibit A, are not currently maintained by the City at a level suitable for the display of public art. At the time of the installation of the Art at these two locations, or within a reasonable time thereafter, IWF shall, at it cost, improve and landscape these locations to a level IWF deems appropriate for the display of the Art and IWF shall be

responsible for the maintenance of the landscaping installed by IWF at such locations during the time the Art is publicly displayed at such locations pursuant to this Agreement.

4. During the term of this Agreement the Art shall not be moved or relocated by the City from the sites specified on Exhibit A, unless relocation of a particular work of Art is necessitated by construction of a public project, the relocation of the work of Art is necessary to protect it from damage, or the relocation is reasonably necessary due to considerations of public safety. If relocation of any work of Art becomes necessary as permitted by this Agreement, the City and IWF shall attempt to agree upon a new site for such Art on City property within the city limits upon which the particular work of Art can be safely displayed. All reasonable costs associated with such removal and relocation of the work of Art shall be borne by IWF. Any relocation shall be subject to any prior agreement executed by IWF and the artist creating such work of Art regarding relocation of the Art. If the City and IWF cannot agree upon a new location for display of such work of Art, or if such work of Art, in the reasonable judgment of IWF, cannot be safely displayed, the license granted by City for that particular work of Art shall terminate without terminating this Agreement as to the remainder of the Art, and such work of Art shall be removed from such location by IWF.

5. Unless earlier terminated as herein provided, the initial term of the license granted herein shall be three (3)years, and thereafter, the term shall automatically extend for additional terms of one (1) year each, unless either party gives notice to the other party, at least ninety (90) days prior to the end of the then current loan term, that the Agreement shall terminate at the end of the then current license term subject to the removal license referred to in Paragraph 2 above. Upon expiration or termination of this Agreement, IWF shall remove all of the Art from City property. Other than removal of the Art, IWF shall have no obligation to remove any other improvements installed at the Art installation sites.

6. IWF agrees that in the installation and maintenance of the Art, IWF will comply with all applicable city, state and federal laws, ordinances and regulations. Any work performed by IWF or its contractors at the locations licensed hereby shall be coordinated with the City's Public Works Department. IWF and its contractors will comply with the reasonable requirements established by the Public Works Department pertaining to working on public property.

7. At all times while any of the Art is publicly displayed on City property pursuant to the license granted hereby, IWF agrees to maintain a policy or policies of commercial general liability insurance, with coverage limits of at least $1,000,000, combined single limit for bodily injury and property damage, covering such works of Art. IWF agrees to indemnify City and its employees and agents from any and all loss, damage or claims, including attorneys fees, arising from any bodily injury or property damage caused by such Art, or arising out of the installation or maintenance thereof by IWF.

8. Nothing stated herein shall be deemed to convey any ownership, right or interest in the Art to the City. All right, title and interest in the Art shall at all times remain in IWF. The purpose of this Agreement is solely to allow public display of the Art under the terms and conditions of this Agreement.

9. IWF may remove from public display any work of Art that IWF reasonably believes is in danger of loss, damage or theft or that presents, in the reasonable judgment of IWF, a risk of injury to the public or a risk to public safety. If so removed, and provided this Agreement is still in effect, the work of Art may be returned by IWF to public display at such location when IWF is reasonably assured that such risk is no longer present.

10. This Agreement shall not be assigned by either party without the prior written consent of the other party hereto. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS of this Agreement, and as an authorized representative of the respective parties, we have affixed our signatures below.

CITY OF COUNCIL BLUFFS, IOWA

Thomas P. Hanafan, Mayor

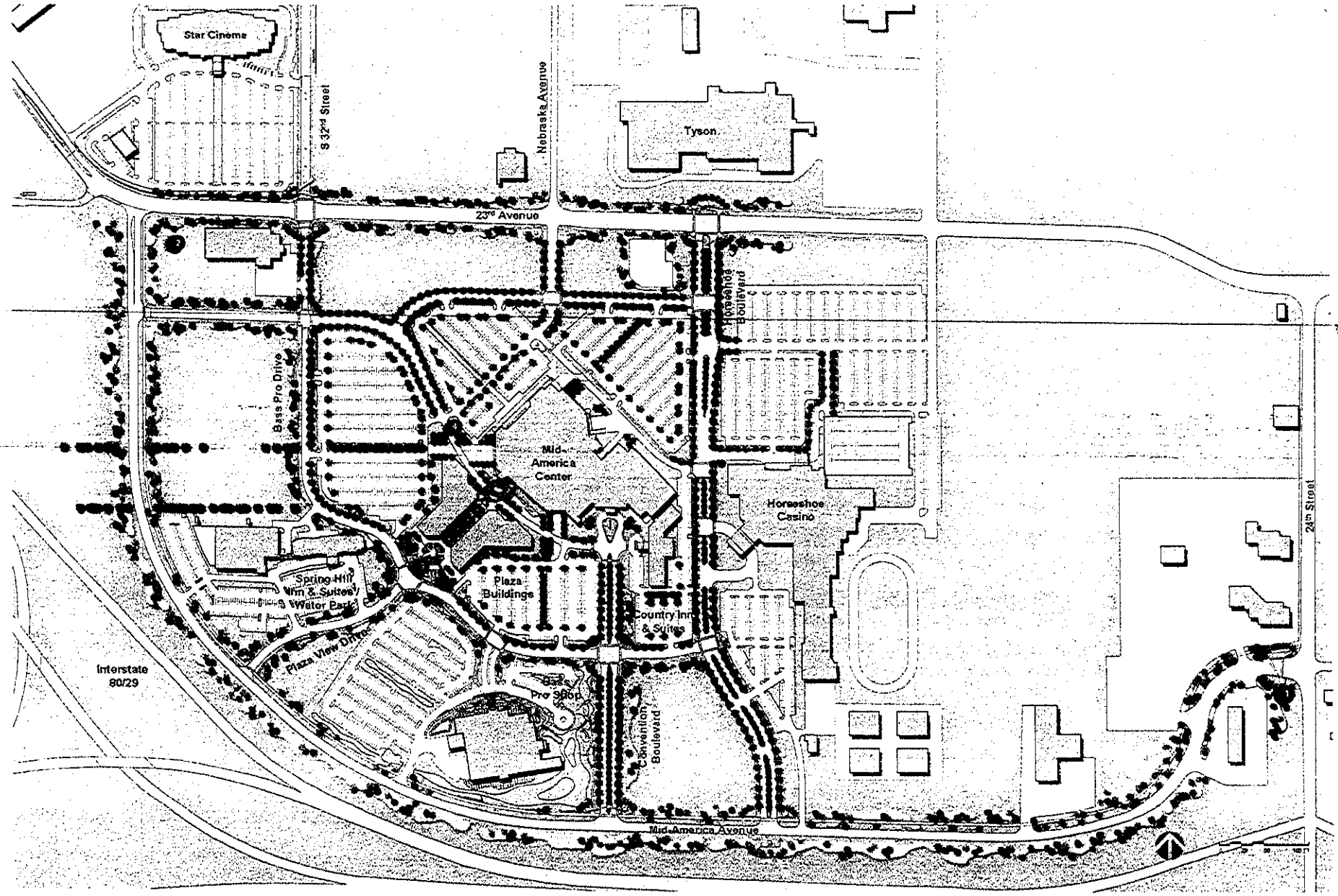
Sept 25 - 06
Date

IOWA WEST FOUNDATION

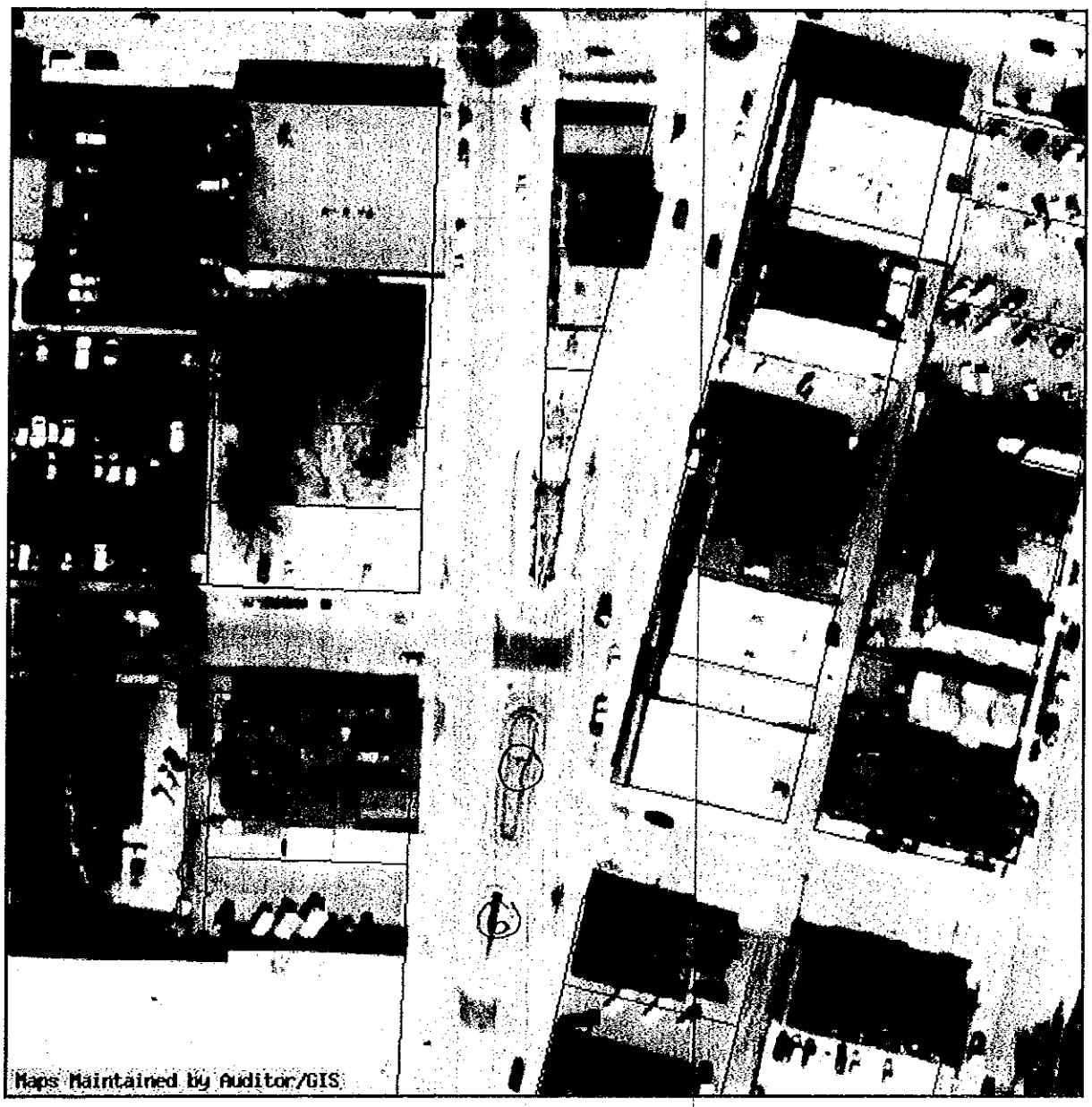
9/27/06
Date

DOCS/750317.2

Conceptual Master Plan



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600ft x 600ft
Click any parcel to go to its web page
More data on map at GIS web site

Yahoo Driving Directions: To or From the courthouse.

As of: On Web Get Card

Assessment Roll

Find Property Res Sales Com DOVs Comp Sales; : --!>

EXHIBIT A page 2 (continued)

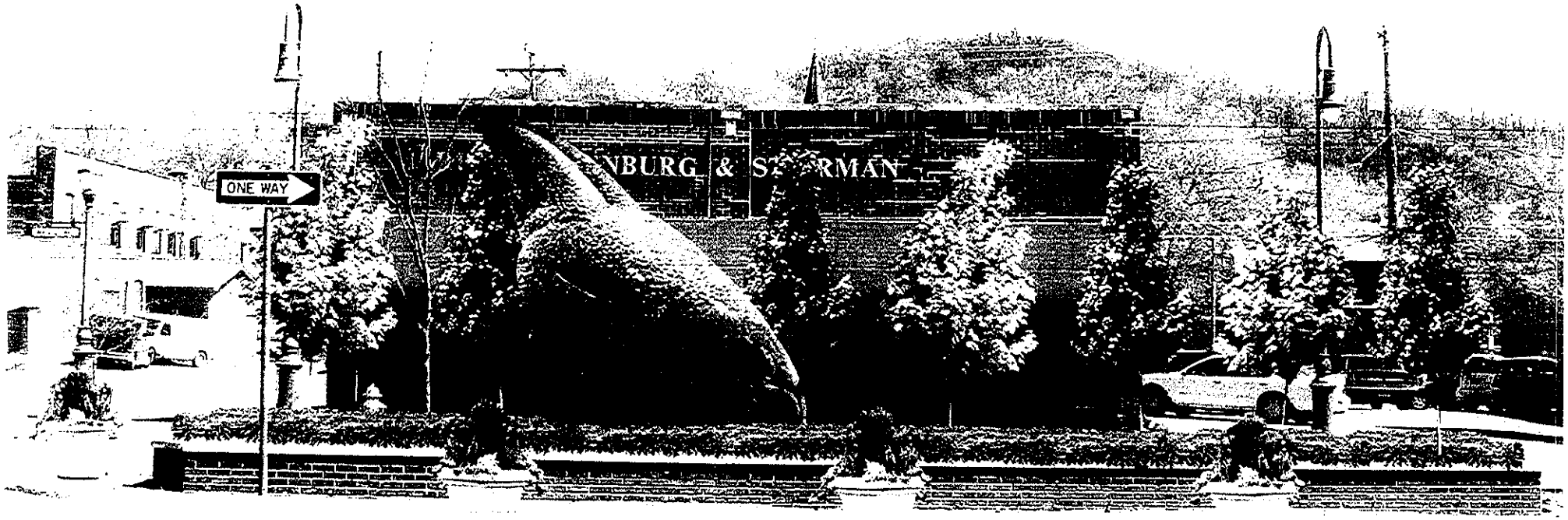
EXHIBIT A
page 3
LOCATION (1)
"INTERSTATE"
ARTEST BILLBOARD

theHOK Group

STOP

theHOKEmanity Group

EXHIBIT A project Location (5) ARTIST [illegible]
GRANITE PAVERS & BANDING



Phase III-Option A: One 96" Cast-Bronze Rabbit Head



Phase I: ~~Six 52~~" Cast-Bronze Rabbit Heads (Detail)
TWO 96"

EXHIBIT 6 page 9
7 sheets (2) 96" x 48" Cast Bronze Rabbits
ARTIST: Donald Lipski