LEASE OF LAND FOR THE PURPOSE OF PARKING LOT

THIS AGREEMENT, made this 16th day of December, 1991, between the City of Manchester, Iowa, hereinafter referred to as "Lessor", and the Delaware County Memorial Hospital, hereinafter referred to as "Lessee", hereby enter into the lease of real estate set forth below pursuant to the terms and conditions herein:

WHEREAS, Lessors have title to the real estate located in the City of Manchester, Delaware County, Iowa, described as follows:

North Seventh Street from Main Street to Fayette Street
North Sixth Street from Main Street to Fayette Street
West Fayette Street from North Sixth Street to the Maquoketa River

WHEREAS, Lessee has obtained an interest in real estate adjacent to the above-described property;

WHEREAS, the City Council for the City of Manchester, Iowa, has determined that the lease of the above-described premises to Lessee is in the best interest of the public to assist with the development and expansion of the hospital facilities.

NOW, THEREFORE, the parties agree as follows:

LEASED PREMISES

Lessor, in consideration of one dollar to be paid and the covenants to be performed by Lessee, does hereby demise and lease unto the Lessee, and Lessee hereby leases from Lessor, the above-described property.

LESSEE'S COVENANTS

The Lessee hereby agrees:

1. To pay rent in the amount of $1.00 and other consideration set forth herein.

2. To use said land only as a parking lot or for the purposes of allowing the public to gain access to the adjacent properties.

3. At the end or sooner termination of the term of this lease, to peaceably deliver up the land to the Lessor.

4. Not to make any alterations, changes or additions to the above-described premises without prior written consent by the City of Manchester, Iowa. It is expressly agreed that the Lessee shall not be entitled to construct any structure of any kind on the above-described premises during the term of this lease.

5. Should it be necessary to repair or replace the water main on said land, the lessee shall be responsible for all costs associated with these repairs or replacement.

FILE No. 146-1587
RECORDING FEE $ 15.00
TRANSFER FEE $
FILED FOR RECORD THE 18 DAY OF December 19 91 AT 3:50 O'CLOCK P. M. BOOK 3 PAGE 4
STATE OF IOWA, DELAWARE COUNTY
Jane A Lloyd, Recorder
Misc.

LESSOR'S COVENANTS

Lessor agrees:

1. That the Lessee, upon paying one dollar and performing the covenants contained herein, shall peacefully and quietly enjoy the said land and shall not be disturbed by any act of the Lessor or any person claiming under it.

MAINTENANCE OF DEMISES PREMISES

It is understood and agreed by the parties that Lessee shall assume and agree to pay for 100 per cent of the required maintenance of the surface which is on the above-described premises. Maintenance shall include but not be limited to snow removal, as well as repairs or installation of a suitable surface.

INDEMNIFICATION

Lessee states and agrees that it shall hold harmless and indemnify Lessor from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Lessee of the leased premises or any part thereof or any other part of Lessor's property, occasioned wholly or in part by any act or omission of Lessee, its agents, contractors or employees.

INSURANCE

Lessee shall maintain with respect to the leased premises and the property of which the leased premises are a part, comprehensive public liability insurance in the amount of $1,000,000 in responsible companies qualified to do business in Iowa and in good standing therein, insuring Lessor as well as Lessee against injury to persons or damage to property as provided. The Lessee shall deposit with the Lessor certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured named therein.

TERM OF LEASE

The term of this lease shall be for three (3) years, commencing the 1st day of January, 1992, and terminating the 31st day of December, 1994. Any renewal or extension of the terms of this lease shall be made in writing following required notice and hearing as provided by law. This lease may further be terminated upon mutual written agreement by both parties.

FILING WITH THE OFFICE OF THE DELAWARE COUNTY RECORDER

The parties hereby understand and agree that this Lease Agreement shall be placed on file in the office of the Delaware County Recorder and made of public record.

NOTICE

Any notice or demand, which under the terms of this lease or by any statute or ordinance, must or may be given or made by a party hereto, shall be in writing and may be given by certified or registered mail or regular U.S. mail, sent to the other party at the address of its principal office as wet forth below, or to such other address as such party may from time to time designate by written notice.

NO ORAL MODIFICATION

This lease may not be modified except by an instrument in writing, signed by the parties hereto, their heirs, legal representatives, successors or assigns.

DELAWARE COUNTY MEMORIAL HOSPITAL

By Donald R. Huber
Donald R. Huber, Chairperson

By Paul Albright
Paul Albright, Administrator

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

Subscribed and sworn to before me by Donald R. Huber and Paul Albright, Chairperson and Administrator for Delaware County Memorial Hospital this 16th day of December, 1991.

Vincent J. Keegan
Notary Public in and for the State of Iowa
VINCENT J. KEEGAN

CITY OF MANCHESTER, IOWA

By Milt L. Kramer
Milt L. Kramer, Mayor

By Karen K. Cole
Karen K. Cole, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 17th day of December, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of said municipality, that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution R-768-91 passed by the City Council on the 16th day of December, 1991, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Linda K. Tutton
Notary Public in and for the State of Iowa
LINDA K. TUTTON
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