Manchester, City of

'98 FEB 5 AM 9 15

16.00

47-2302

Prepared by City Manager David J. Heiar, 208 E. Main St., Manchester, Iowa 52057

LEASE OF LAND FOR THE PURPOSE OF PARKING LOT

THIS AGREEMENT, made this 30th day of ~~December, 1997~~ January, 1998, 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 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.

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

DATE 2-5-98 BOOK 7 PAGE 191

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 lased 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 lsuch insurance certificates shall provide that such policies shall not be cancelled 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, 1998, and terminating the 31st day of December, 2000. 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 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 set 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

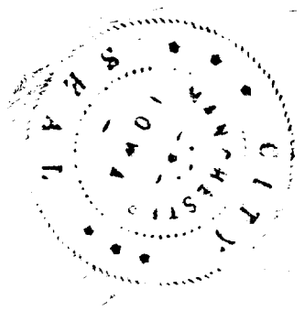
By Lon Butikofer
Lon Butikofer, Administrator

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

Subscribed and sworn to before me by Donald R. Huber and Lon Butikofer, Chairperson and Administrator for Delaware County Memorial Hospital this 30 day of ~~December, 1997~~ January, 1998.

Barbara O'Connell
Notary Public in and for the State of Iowa

BARBARA J. O'CONNELL
MY COMMISSION EXPIRES
9-16-2000



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 3rd day of February 1998, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; 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-158-98 passed by the City Council of the City of Manchester, Iowa on the 2nd day of February 1998 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
Linda K. Tutton, Notary Public
My commission expires 8-29-99