Kurt Kramer
709 W. Main
Manchester IA
52057

DELAWARE COUNTY IOWA
FILED
2000 NO -9 AM 10:31
BOOK 2000 PAGE 3295
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$11.00

Prepared by: Julie A. Swanson, 208 E. Main Street, Manchester, Iowa Ph. 319-927-3636

## LEASE RIGHT OF WAY

THE UNDERSIGNED City of Manchester, Iowa, hereinafter referred to as "Lessor", and the Regional Medical Center of Northeast Iowa and Delaware County, hereinafter referred to as "Lessee", hereby state and agree as follows:

1. PURPOSE. That Lessee requests from Lessor the right to install an underground telecommunications cable from the Regional Medical Center of Northeast Iowa and Delaware County located at 709 W. Main to Manchester Family Medical Associates P.C. located at 613 W. Main, Manchester, Iowa. That in order for Lessee to run the underground cable as set forth above, it is necessary for the line to come across the property described below which is in right-of-way held by the City of Manchester, Iowa.

2. SUBJECT PROPERTY. That Lessor agrees to lease right-of-way which consists of underground space at least 2 feet below the street surface in the 100 block of North Sixth Street, to Lessee for the purpose of running a telecommunications cable across said right-of-way.

3. PRICE. Lessee shall pay the sum of $25.00 per year to Lessor as rent for the right-of-way referred to herein. Lessee is also responsible to repair any street surface which is disturbed during the installation or repair of underground cable.

4. TERM OF LEASE. The initial terms of the lease shall commence upon the 1st day of October, 2000, and shall expire on the 31st day of December, 2006. The lease shall automatically renew on an annual basis unless a sixty (60) day written notice is provided by either party.

5. COMPLIANCE WITH LAW. Lessee agrees to comply with all federal, state and local laws and regulations which are applicable to Lessee's use of the right-of-way lease granted herein.

6. INDEMNIFICATION. Lessee shall indemnify and hold Lessor harmless from and against any loss, damage or injury caused by or on behalf of or through the fault of the Lessee which may arise from Lessee's use of the easement referred to herein.

7. ASSIGNMENT. This lease may not be assigned by either party without prior written consent, which may be withheld for any reason.

8. REMOVAL AND SURRENDER. Within thirty (30) days after expiration of the terms of this lease, Lessee shall, at Lessee's sole expense, remove all of the Lessee's property from the leased premises and restore and surrender the premises to Lessor in good condition without damage to any improvements. In the event Lessee fails to timely remove property from the leased area, Lessor may remove the same, and Lessee shall be responsible for all costs associated with such removal and restoration.

9. SEVERABILITY. If any provision of this lease is invalid or unenforceable under applicable law, the provision shall be in effect only to the extent such invalidity or unenforceability without in any way affecting the remaining parts of the provisions of the lease.

10. ATTORNEY FEES. In the event either party shall be required to take action to enforce rights under this agreement, the prevailing party shall be entitled to an award of attorney fees incurred for enforcing rights conferred herein.

REGIONAL MEDICAL CENTER OF
NORTHEAST IOWA AND DELAWARE
COUNTY

BY: Lon Butikofer RN, PMA - CEO

BY: Kurt Kramer

STATE OF IOWA )
) SS:
COUNTY OF DELAWARE )

On this 9th day of October, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lon Butikofer and Kurt Kramer, to me personally known, and who, being by me duly sworn, did say that they are the CEO and IS Specialist respectively, of the corporation executing the within and foregoing instrument, that (no seal has been procured by the) ~~(the seal affixed thereto is the seal of the~~) corporation; that the instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; and that Lon Butikofer and Kurt Kramer as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

JULIE A. BENTZ
IOWA
NOTARIAL SEAL

Julie A Bentz
Notary Public in and for said State

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 7th day of November, 2000, 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, 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-134-00 passed by the City Council under Roll Call No. _____ of the City Council of Manchester, Iowa on the 6th day of November, 2000, 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.

CITY OF MANCHESTER IOWA SEAL

Julie A Bentz
Notary Public in and for said State
#224151, Exp. 8-23-2002