DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
16.00

Prepared by Karen K. Cole, City Clerk 319-927-3636 208 E Main Street, Manchester, Ia

AGREEMENT FOR LEASE OF PREMISES

CITY OF MANCHESTER, LESSOR

DELAWARE COUNTY, LESSEE

The parties hereto have entered into this agreement pursuant to Code of Iowa Section 28E.1, et.sec.

This agreement, made this 30th day of October, 2000, between the City of Manchester, Iowa, an Iowa Municipal Corporation, hereinafter called the "Lessor", and Delaware County, Iowa, a political subdivision of the State of Iowa, hereinafter referred to as "Lessee";

IT IS HEREBY AGREED as follows:

1. DURATION OF AGREEMENT. This agreement shall remain in effect from the 1st day of January, 2001, until the 31st day of December, 2003. During the term of this agreement, Lessor shall lease to Lessee certain portions of the building located at 204 East Main in Manchester, Iowa. More specifically, Lessee shall be provided with four (4) offices of approximate size 8'x 11'each. In addition, the County shall be entitled to jointly occupy with Lessor the conference room to be used as a city council room by Lessor, and the kitchen and restrooms. Lessor shall have the priority use of the conference room/council room.

2. PAYMENT OF RENT. Lessee shall pay the sum of $500 per month to Lessor as rent. Rent shall be due on the fifteenth day of each month beginning the 15th day of January, 2001.

3. ADDITIONAL OBLIGATIONS OF LESSESS. Lessee shall pay the general real estate taxes, if any, which shall be assessed and payable and levied upon the above-described premises during the term of the lease as they fall due. Lessee shall be solely responsible for purchase and installation of telephone/computer wiring necessary for their use during the term of this lease. Such wiring shall constitute a fixture and remain with the premises upon expiration or termination of this agreement. The kitchen cabinets previously installed by the Lessee shall constitute a fixture and remain with the premises upon expiration or termination of agreement.

4. MAINTENANCE AND REPAIR. Lessee shall keep all portions of the premises used by it in reasonable care and cleanliness and shall, subject to reasonable wear and tear, maintain the property in the same condition as at the commencement of the term of the lease. However, Lessee and Lessor shall be responsible for general clean-up and maintenance resulting from their respective uses of the premises. In addition, each party shall be responsible for removal of trash and recycling material from the premises at their own expense. Lessee shall be responsible for providing regular cleaning service to the leased premises for the entire building, including those portions utilized by Lessor. All improvements to the leased premises by Lessee shall be subject to prior approval by Lessor in writing.

5. SUBLEASE. Lessee shall NOT assign or sublease the premises without prior written approval of Lessor.

6. RISK OF LOSS TO PERSONS AND PROPERTY. All property of Lessee of any kind that may be on the premises during the term of this lease shall be at the sole risk of the Lessee, and Lessor shall not be liable to Lessee or any other person for any injury, loss or damage to property, or to any person on the premises occupied by Lessee.

7. UTILITIES. Lessee shall be responsible for the payment of all gas, electric, light and water charges or rates which become due or payable during the term of this lease for gas, electric, light and water used on the premises. Lessor shall reimburse Lessee for 25 percent of such costs.

8. PEACEFUL POSSESSION. Lessor is the owner of the above-described property. Lessor shall be responsible to provide Lessee peaceable possession of the premises.

9. FIXTURES. Upon termination of the lease pursuant to the terms set forth herein, all fixtures and similar improvements attached to the building shall remain the property of Lessor. The stove and refrigerator shall be supplied to the building by Lessee and Lessor shall provide a dishwasher for use on the premises. Upon expiration of the terms of this lease, Lessee shall be entitled to remove the stove and refrigerator from the premises.

10. CHAPTER 28E COMPLIANCE. This agreement is entered into pursuant to authority provided by Code of Iowa Chapter 28E. However, this agreement shall not be deemed to create any separate level or administrative agency as considered by Chapter 28E.5 of the Iowa Code.

11. CODE COMPLIANCE. This agreement is entered into between the Lessor and Lessee in compliance with Code of Iowa Chapter 28E.18, which requires a public agency to inquire of other public agencies before constructing or purchasing a facility.

12. CHANGES TO BE IN WRITING. No changes to the terms of this lease may be modified except by written instrument signed by all parties.

13. MODIFICATION OF LEASE TERM. Upon agreement of the parties, the term of this lease may be extended or shortened. However, as required by Paragraph 12 of this agreement, such changes shall be placed in writing and accepted by both parties. In the event the parties are unable to agree upon a modification of the lease term, the agreement shall remain in effect for the period set forth in Paragraph 1 above.

IN WITNESS WHEREOF the parties have executed this agreement on the date first written.

DELAWARE COUNTY, IOWA

BY: Shirley E. Helmrichs
Shirley Helmrichs, Chairperson
Delaware County Board of Supervisors

CITY OF MANCHESTER, IOWA

Milt L. Kramer
Milt L. Kramer, Mayor

ATTEST:

Sharon McCrabb
Sharon McCrabb, County Auditor

Karen K. Cole
Karen K. Cole, City Clerk

STATE OF IOWA, DELAWARE COUNTY, SS:

On this 30th day of October, 2000, before me, a Notary Public in and for the State of Iowa, personally appeared Shirley Helmrichs and Sharon McCrabb, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Delaware, Iowa; that the seal affixed to the foregoing instrument is the County Seal of Delaware County, and that the instrument was signed and sealed on behalf of Delaware County, by authority of its Board of Supervisors, as contained in the official minutes of the Board of Supervisors on the 30th day of October, 2000, and Shirley Helmrichs and Sharon McCrabb acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Kathy M. Hauschild
Notary Public in and for the State of Iowa

KATHY M. HAUSCHILD
MY COMMISSION EXPIRES
4-19-02

STATE OF IOWA, DELAWARE COUNTY, SS:

On this 7th day of November, 2000, before me, 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-137 -00 passed by the City Council of the City 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.

Julie A. Swanson

Notary Public in and for the State of Iowa
Julie A. Swanson - #224151