DELAWARE COUNTY IOWA
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BOOK 2001 PAGE 616
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
N/C

Preparer:
Tom Hanson, 401 East Main Street, Manchester, Iowa 52057 319 927-5920

Kathy Hanson
Del Co. Conservation
(AUDITOR'S OFF.)

LAND LEASE

THIS LEASE AGREEMENT entered into this 26th day of January, ~~2000~~, by and between Delaware County, Iowa by and through the Delaware County Conservation Board, hereinafter referred to as "Lessor", and the Maquoketa Valley School District, hereinafter referred to as "Lessee".

Witnesseth that in consideration of the rental below specified and of the covenants hereinafter stipulated, the Lessor agrees to lease the following described parcels of real estate situated in Delhi, Delaware County, Iowa and legally described as follows:

> Parcel #1 - A parcel of real estate consisting of .33 acres and more particularly described pursuant to survey to be completed in the future and as per the attached drawing. The use of the premises shall be for a portion of the Football/Track Complex and for general uses by the Maquoketa Valley School District, or its successor school district, to be operated under the direction of Lessee and for no other purpose except with the written consent of the Lessor.
>
> Parcel #2 - A parcel of real estate consisting of .32 acres and more particularly described pursuant to survey to be completed in the future and as per the attached drawing. The use of the premises shall be for a Baseball/Softball Complex to be operated under the direction of the Lessee, or its successor school district, and for no other purpose except with the written consent of the Lessor.
>
> Lessee has agreed to have the survey of the above described parcels completed by no later than October 1, 2001.

1. The term of this lease shall be for a period of fifty (50) years commencing on the 1st day of October, 2000, and ending on the 30th day of September, 2050.

2. The rent for the term of this lease is $1.00 per year for a total rental amount of $50.00, which shall be due and payable in full upon the execution of this lease. Receipt of same is hereby acknowledged by the Lessor for the entire rental term.

3. It is understood by the parties that parcel #2 will also be used in conjunction with the Delhi Little League for its summer baseball/softball program. The parties further agree that the lease to these premises may in the future be assigned to a successor school district of the Maquoketa Valley School District. However, there should be no other assignment or sublease of the premises without the written consent of the Lessor.

4. With regard to parcel #2, the Lessee agrees within the first year of the lease to complete at it's expense the following improvements to parcel #2:

a. To install a chain link fence along the boundary of the herein described premises separating the same from the other real estate retained by Lessor;

b. To allow for the removal by Lessor of all harvestable trees from the herein described premises;

c. To re-grade the area to make it useable as a portion of the outfield for a Baseball/Softball Complex;

d. Provide appropriate erosion control on any sloped area so as to curb erosion.

5. The Lessee agrees that during the term of the lease that Lessee, its agents, and employees shall maintain the premises at all times.

6. The Lessee agrees to carry adequate public liability insurance with a bona fide insurance company maintaining sufficient protection against any injuries or damages sustained by individuals while upon the demised premises for which the Lessor and Lessee may become liable. Lessee agrees to hold Lessor harmless from any and all claims or causes of action resulting from the use of the premises by Lessee.

7. This lease shall automatically renew on a year to year basis at the end of the original term at an annual rent of $1.00 per year unless either party, at least thirty (30) days prior to the termination date, gives written notice to the other party that said lease shall terminate on September 30, 2050.

8. As long as the Lessee performs all of the covenants and conditions of this lease and abides by the rules and regulations, Lessee shall have peaceful and quiet enjoyment of the demised premises for the term of this lease.

Maquoketa Valley School District

By Tom Kramer
School Board Chairman

Delaware County, Iowa

By Shirley E. Helmrichs
Chairperson, Delaware County
Board of Supervisors

Attest: Sharon McCrackle
Delaware County Auditor

Delaware County Conservation Board

By G A Darnell
Chairman

SHARON K. McCRACKEN NOTARIAL SEAL IOWA

State of Iowa
Delaware County
Subscribed and sworn to before me, and in my presence
by G. A. Darnell
This 26 January, 2001
Sharon K McCracken
Notary Public in and for said County.
My Commission Expires 6-14-02

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 14th day of February, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tom Kramer to be personally known, who, being by me duly sworn, did say that same person as the Chairman of the School Board for the Maquoketa Valley School District; and that said instrument was signed on behalf of the Maquoketa Valley School District by authority of its School Board pursuant to resolution passed on the 14th day of February, 2001, and Tom Kramer acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Maquoketa Valley School Board, by it voluntarily executed.

NOTARIAL SEAL IOWA
NANCY S. PREUSSNER
MY COMMISSION EXPIRES
6-4-02

Nancy S. Preussner
Notary Public in and for the State of Iowa

W.D., BOOK 27, PAGE 261
0.32 ACRES
75'
146'
29'
156.67'
21°36'40" E
BOOK 84, PAGE 52, 9/12/1962
BOOK 82, PAGE 531, 9/12/1962
PARCEL #1
PARCEL #2
N 90°00'00" W 653.56' (RA-660')
LOT 2 EXCEPT THE N. 7.80 Chains
BOOK 84, PAGE 52, 9/12/1964
Park Rd
PARCEL M
19.59 ACRES
6'
S 00°00'00" E
124.00'
17'
BOOK 83, PAGE 321, 8/30/1963
N 90°00'00" E 495.26'
N 90°00'00" W
258.67'
S 00°00'00" E
BOOK 84, PAGE 63, 9/26/1964
Park Rd
BOOK 84, PAGE 52
Park Rd
Wilson
Wilson
Park Rd
BOOK 84, PAGE 52
S 01°38'14" E 13
POINT OF COMMENCEME
LEGEND
FOUND 1/2" IRON ROD
FOUND P.K. NAIL
SET 1/2" IRON ROD W/
KE
P.K.