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Document 2012 419 Type 07 001 Pages 15
Date 2/07/2012 Time 9:44:44AM
Rec Amt $77.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Ground Lease Renewal

Preparer Information:
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Taxpayer Information: N/A

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Grantors:
Gary Jackson

Grantees:
Iowa Health System

Legal Description: Page 3 of 15

Document or instrument number if applicable: None

IOWA HEALTH SYSTEM

Iowa
Ground Lease Renewal

Ground Lease Renewal

This Ground Lease Renewal (the "Renewal") is entered as of November 1st, 2011, by and between Gary Jackson of Manchester Iowa, hereinafter referred to as "Landlord", and Iowa Health System, of Des Moines, Iowa, an Iowa nonprofit corporation, ("Tenant"), for the purpose of modifying and renewing that certain Ground Lease Agreement dated May 3rd, 2006 between the parties (the "Lease") which pertains to the following described real estate.

A parcel of land approximately 400 square feet, and approximately .0092 Acres, which is located in the Northwest portion (as shown on attached Exhibit A) of the following described real estate:

Lot Four (4) North Oak Subdivision being a subdivision of the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) and part of the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) of Section Twenty (20), Township Eighty Nine, (89) North, Range Five (5) West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 1999, Page 126.

In accordance with sections 7 and 10 of the Lease (a copy of the Lease is attached to this Renewal as Exhibit A), and in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, the parties agree as follows:

1. Rent Adjustment. Based on sections 7 and 10 of the Lease, the Adjusted Rent shall be: $1,500 per year.

2. Renewal Term. Based on section 7 of the Lease, the renewal term began on May 3rd, 2011 and ends May 3rd, 2016.

All other terms and conditions of the Lease remain in full force and effect.

SEE NEXT PAGE FOR SIGNATURES

Iowa Health System
Ground Lease Renewal

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this **Ground Lease Renewal and Rent Increase Addendum** as of the date of the last signature below.

LANDLORD:
Gary Jackson

Printed: Gary Jackson

Printed:

TENANT:
Iowa Health System

By: Tony Langenstein CTO

Printed: Tony Langenstein

Title: Authorized Agent

STATE OF IOWA)

COUNTY OF DELAWARE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that GARY JACKSON ~~and~~ _____, known to me to be the same person(~~s~~) whose name(~~s~~) (is) (~~are~~) subscribed to the foregoing Ground Lease, appeared before me this day in person and (~~severally~~) acknowledged that (he) (~~she~~) (~~they~~) signed the said Lease as (his) (~~her~~) (~~their~~) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 17th day of JANUARY, 2012.

NOTARIAL SEAL IOWA
MARY LOU TRACEY
COMMISSION # 400126
MY COMMISSION EXPIRES
11/01/2014

Mary Lou Tracey
Notary Public
My commission expires: ~~on~~ 11/01/2014

STATE OF Iowa)
)SS
COUNTY OF Linn)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Tony Langenstein, of Iowa Health System, an Iowa Corporation, personally appeared before me and acknowledged himself/herself to be the authorized representative of Iowa Health System, and that he/she acknowledged that, pursuant to his/her authority, signed the foregoing Ground Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this 26 day of January, 2012.

NOTARIAL SEAL IOWA
SHARON L. LAUGHLIN
Commission Number 190952
My Commission Expires
07/03/12

Sharon L. Laughlin
Notary Public
My commission expires: 07/03/12

EXHIBIT A

Original Ground Lease Agreement - Manchester

IOWA HEALTH SYSTEM

as agent for its hospitals and affiliates.

Manchester Iowa
Ground Lease Agreement

Monday, May 03, 2004

Prepared by:

FIBER UTILITIES GROUP

Fiberutilities Group
222 Third Avenue, SE
Suite 500
Cedar Rapids, IA 52401
(319) 364-3200

Iowa Health System
Ground Lease Agreement

This Lease is entered as of May 24th 2006, by and between Gary W Jackson of 234 Baley Dr Manchester Iowa (ZIP), hereinafter referred to as "Landlord", and Iowa Health System as agent for its hospitals and affiliates, of Des Moines, Iowa, an Iowa corporation, ("Tenant"). This Lease may refer to Landlord and Tenant as Party or Parties as the context requires.

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, the parties agree as follows:

1. Lease.

(a) Landlord hereby leases to Tenant the following described Leasehold Parcel:

Approximate dimensions: 20 by 20 Square Feet

Approximate acreage: .0092 Acres

Location: The ~~northeast corner of the intersection of Honey Creek Rd and Hwy 13~~ 1938 Honey Creek Road SW and with unrestricted access for Tenant's uses from the nearest public right-of-way along the landlord's property which Leasehold Parcel is more fully described in the attached Exhibit "A."

(b) During the term of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises ("Premises" means the Leasehold Parcel and all Improvements – defined below - thereto) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as ("Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Lease, Tenant hereby agrees to pay Landlord the sum specified in Exhibit "B" upon execution of this Lease. Landlord leases the Leasehold Parcel to the Tenant subject to the following terms and conditions.

2. Grant of Easement Parcel(s). Unless the Leasehold Parcel is immediately adjacent to public rights-of-way for ingress, egress, and utilities, Landlord hereby grants to Tenant the following described Easement Parcel(s) appurtenant to the Leasehold Parcel:

Use: Access.
Width: Ten (10) feet; Approximate length as shown on Exhibit A, between the Leasehold Parcel and the public road known as Honey Creek Rd over existing traveled ways where practical, and establishing a new route as necessary.

Use: Utilities.
Width: Ten (10) feet; Approximate length as shown on Exhibit A. between the Leasehold Parcel and suitable utility company service connection points. Landlord agrees to make such direct grants of easement as the utility companies may require.

3. Grant of Easement Rights. To effect the purposes of this Lease, Landlord hereby grants to Tenant the following Easement Rights: (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels; (b) the right to improve an access road within the Access Easement Parcel; (c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel; (d) the right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of installing, repairing, replacing, and removing the leasehold improvements (the "Improvements") and any other personal property of Tenant upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and Easement Parcels are collectively referred to herein as the "Premises."

4. Survey / Site Plan. Tenant may, at Tenant's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.

5. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon telecommunications equipment and facilities, an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice, video and data signals by means of wireless and/or wired carriage.

6. Term of Lease. The initial lease term will be Five (5) years (the "Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the Fifth annual anniversary of the Commencement Date occurred.

7. Option to Renew. Tenant shall have the option to renew this Lease for up to Five (5) additional terms of Five (5) years each, upon a continuation of all the same provisions hereof, by

giving written notice to Landlord of Tenant's exercise of this option at least sixty (60) days before the expiration of the term then present at the time of such notice.

8. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving written notice to Landlord of Tenant's exercise of this option and paying Landlord the amount specified in Exhibit "B" as liquidated damages.

9. Base Rent. Commencing on the date of the execution of this Lease, Tenant shall pay Base Rent to Landlord in the amount specified in Exhibit "B" per year, and then annually thereafter on the anniversary date for the term of this Lease. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial month.

10. Adjusted Rent. On every Five years' anniversary of the commencement date of the term of this Lease, and throughout the duration hereof as renewed and extended, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the term of this Lease commenced. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used.

11. Possession of Premises. Tenant shall not be entitled to take possession of the Premises and commence work to construct the Improvements until Tenant makes the first payment of rent.

12. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.

13. Property Taxes.

(a) Tenant shall pay any personal property taxes levied against the Improvements and the real estate taxes levied against the land underlying the Leasehold Parcel. If the classification of the land for tax purposes changes as a result of Tenant's commercial use, then Tenant shall be responsible for increases attributable to such commercial use. Increases in property values reflected in Landlord's property tax bill received after the first assessment date following Tenant's completion of construction shall be deemed to best indicate the impact attributable to Tenant.

(b) Although Tenant will be receiving a separate tax bill for its personal property, the parties assume that the Leasehold Parcel will not be eligible for a separate assessor's parcel number. Therefore, Tenant shall contribute to the payment of real estate taxes on the underlying land promptly following Landlord's demand therefor, provided that Tenant's proportionate share shall be computed as follows: Area of Leasehold Parcel, divided by area of total tract shown on

tax bill, times total tax attributable to land only. The parties agree to cooperate in good faith to identify the portion of Landlord's property tax increases for which Tenant is fairly responsible, and Tenant agrees to subsidize such increases.

(c) Landlord's requests to Tenant for contribution or reimbursement of property taxes should be addressed to Iowa Health System, James Mormann, CIO/VP, 1200 Pleasant Street, Des Moines, IA 50309. A copy of Landlord's tax bill must accompany all requests. Tenant shall comply with requests for contribution by issuing a check for Tenant's proportionate share made payable to the tax collector. Tenant shall comply with requests for reimbursement by issuing a check to Landlord, provided that a paid tax receipt accompanies such request.

(d) Tenant shall have the right, but not the obligation, to pay Landlord's real estate taxes on the underlying land if the same become delinquent, to ensure that Tenant's leasehold interest does not become extinguished. Tenant shall be entitled to take a credit against rent for the portion of Landlord's taxes that it was not Tenant's obligation to pay, as such amount shall reasonably be substantiated.

14. Repairs. Tenant shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

15. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant, or in any way resulting from Tenant's presence upon Landlord's lands. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

16. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of $500,000 covering Tenant's work and operations upon Landlord's lands, and will, upon demand, provide a certificate of insurance to Landlord. The insurance required by this paragraph may be provided through commercial insurance, self insurance or a combination of commercial insurance or self insurance.

17. Monetary Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.

18. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically

be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

19. Assignment of Lease by Tenant and Landlord. This Lease and the Premises hereunder shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Premises, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee. Landlord also reserves right to assign his interest in this lease without the necessity of obtaining Tenants consent.

20. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease that may be recorded in the county land records. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

21. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's expense, remove any Improvements from the Premises including all footings, foundations, and other below-ground Improvements in place. The intent is to restore the Premises to its prior condition.

22. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

23. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in the land underlying the Premises an attornment or nondisturbance agreement in form reasonably satisfactory to Tenant.

24. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous

substance upon the Leasehold Parcel, and that Landlord has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon.

25. Attorney's fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

26. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

27. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

28. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

29. Controlling Law; Venue. This Lease shall be governed in all respects by and construed in accordance with the laws of the U.S. and the State of Iowa, without regard to its conflict of law principles. With respect to any legal disputes between the Parties arising out of or related to this Agreement, the Parties irrevocably consent to the exclusive personal jurisdiction of the state courts of Iowa.

30. Notices. All notices permitted or required under this Lease shall be in writing and shall be delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally, (ii) by commercially established courier service upon delivery or, if the courier attempted delivery on a normal business day and delivery was not accepted, upon attempted delivery, (iii) by telecopy or facsimile transmission when confirmed by telecopy or facsimile transmission, or (iv) by certified or registered mail, return receipt requested, ten (10) days after deposit in the mail. Addresses used herein shall be the ones set forth in the initial paragraph in this Agreement, or such other address as the party hereto shall notify the other of in writing.

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

SEE NEXT PAGE FOR SIGNATURES

SIGNATURE PAGE

LANDLORD:

Gary W. Jackson

Printed: Gary W. Jackson

TENANT:
Iowa Health System as agent for its hospitals and affiliates.

By: Scot J. Eberle

Printed: Scot J. Eberle

Title: Authorized Agent

Printed:

STATE OF Iowa)
)SS
COUNTY OF Deleware)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that GARY W. JACKSON and _____, known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Ground Lease, appeared before me this day in person and (severally) acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 20 day of June, 2006.

PATRICK D. DOLAN
Commission Number 105192
My Commission Expires 1-10-08

Notary Public Patrick D. Dolan
My commission expires: 1-10-08

STATE OF Iowa)
)SS
COUNTY OF Linn)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Scot J. Eberle, of Fiberutilities Group, LLC, an Iowa Limited Liability Company, personally appeared before me and acknowledged himself/herself to be the authorized representative of Fiberutilities Group, LLC, and that said Fiberutilities Group is an authorized representative and Agent of Iowa Health System, and that he/she acknowledged that, pursuant to his/her authority, signed the foregoing Ground Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this 22 day of June, 2006.

TARA MARSH
COMMISSION NUMBER 739915
MY COMMISSION EXPIRES
MARCH 28, 2009

Notary Public Tara Marsh
My commission expires: 3/28/09

EXHIBIT A

Legal Description of Leasehold Parcel

Parcel Id #: __

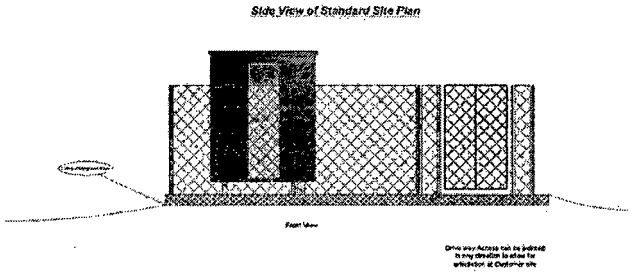
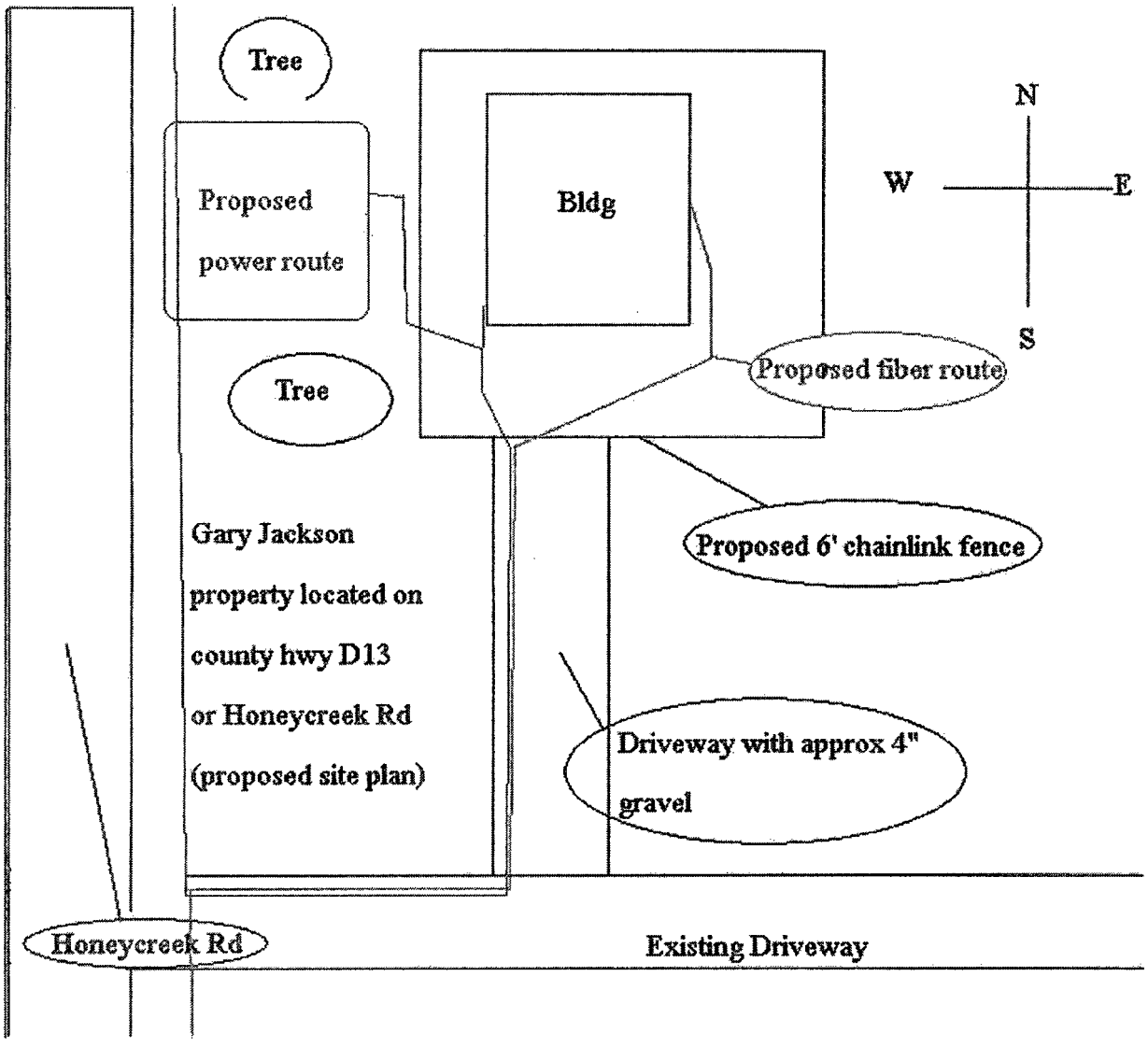


EXHIBIT B – CONFIDENTIAL PRICE INFORMATION

Consideration

Liquidated damages (Lease Section 8): Restoration of the premises to it prior condition.

Base rent (Lease section 9): $ 1200.00 per year


Tree
Proposed
power route
Bldg
N
W
E
S
Tree
Proposed fiber route
Gary Jackson
property located on
county hwy D13
or Honeycreek Rd
(proposed site plan)
Proposed 6' chainlink fence
Driveway with approx 4"
gravel
Honeycreek Rd
Existing Driveway