

REC No FeeFILED NO. 461

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BOOK 43 PAGE 590

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COMPARED MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

John E. Casper, 223 East Court, Winterset, IA 50273-0067 (515) 462-4912

LEASE AGREEMENT

This Lease Agreement is made and entered into on this 6th day of August, 1996, between Madison County, Iowa, hereafter the Landlord, and the City of Winterset, Iowa, hereafter the Tenant, as follows:

1. The Landlord leases to the Tenant and the Tenant hereby leases from the Landlord, according to the terms and provisions of this Agreement, one-half ($\frac{1}{2}$) of the floor space within the storage building located adjoining the Madison County Law Enforcement Center upon the real estate legally described as:

A tract of land described as: The E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Sec. 36, Township 76 North, Range Twenty-eight (28) West of the 5th P.M., except a strip of land 33 feet in width off the East side thereof; and/or described as: The East One-half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Thirty-six (36) in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., except a tract described as follows: Commencing at the Northeast Corner of said section thirty-six (36), thence North 89°44' West 329.7 feet, thence South 0°00' East 134.5 feet, thence South 84°37 $\frac{1}{2}$ ' East 190.7 feet, thence South 13°44 $\frac{1}{2}$ ' East 315.4 feet, thence North 90°00' East 32 feet, thence South 0°00' East 105 feet, thence North 90°00' East 33 feet, thence North 0°00' West 562 feet to the point of beginning.

More particularly described as follows: That part of the East one-half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Thirty-six (36), Township Seventy-six (76) North, Range Twenty-eight (28) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows: Commencing at the northeast corner of said Section 36; thence on an assumed bearing of North 90 degrees 00 minutes 00 seconds West along the north line of said Northeast Quarter of the Northeast Quarter of the Northeast Quarter 329.71 feet to the northwest corner of said East one-half ($\frac{1}{2}$); thence South 00 degrees 25 minutes 33 seconds East along the west line of the East one-half of said Northeast Quarter of the Northeast Quarter of the Northeast Quarter 134.50 feet to the south right-of-way line of Iowa Highway 92/U.S. 169 and the point of beginning; thence South 84 degrees 54 minutes 21 seconds East along said right of way line 190.37 feet; thence South 14 degrees 03 minutes 31 seconds East along said right of way line 315.40 feet; thence North 89 degrees 40 minutes 59 seconds East along said right of way line 32.00 feet to the west right of way line of John Wayne Drive; thence South 00 degrees 19 minutes 01 seconds East along said right of way line 201.81 feet to the south line of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of said Section 36; thence South 89 degrees 54 minutes 25 seconds West along said south line 295.46 feet to the southwest corner of the East one-half of said Northeast Quarter of the Northeast Quarter of the Northeast Quarter; thence North 00 degrees 25 minutes 33 seconds West along the west line of said East one-half 524.99 feet to the south line of Iowa Highway 92/U.S. 169 and the point of beginning,

for a term of ninety-nine (99) years commencing on the first (1st) day of July, 1996 and ending on the thirtieth (30th) day of June, 2095.

2. In addition, the Landlord grants to the Tenant reasonable rights of access to the above described storage building upon, along and over the above described real estate.

3. The parties agree that the Landlord grants and the Tenant obtains leasehold rights in the building structure only and does not acquire any right, title or interest in and to the above described real estate itself.

4. The Tenant agrees to pay to the Landlord as rental for this term the sum of money equal to one-half ($\frac{1}{2}$) of the construction costs of this storage building payable in advance upon completion of the facility. The Tenant shall tender the rent payments directly to the supplier providing the materials and labor for the construction of the storage building. Upon the payment of the Tenant's share of the construction costs by the Tenant as above provided, the Landlord shall provide the Tenant with a receipt acknowledging the payment of the sums of money due to the Landlord as rent under this Agreement. The Tenant's rental obligation is satisfied in full upon payment of one-half of these construction costs as above provided.

5. The Tenant shall be entitled to possession of the floor space on the first (1st) day of the term of the Lease and shall yield possession to the Landlord at the close of this lease term except as otherwise expressly provided by this Agreement.

6. The Tenant agrees during the term of this Lease to use and occupy the premises only for the purposes of or incident to the operations and purposes of the Police Department of the City of Winterset, Iowa and for uses related thereto.

7. The Tenant takes the premises in its present condition and agrees to care for and maintain the premises at its own expense in a reasonably safe and serviceable condition. The Tenant shall furnish its own interior improvements and repairs as mutually agreed by the parties.

8. Continued possession beyond the expiration date of this Lease by the Tenant and absent a written Agreement by both parties for the extension of this Lease or for a new Lease shall constitute a month-to-month extension of this Lease.

9. The Tenant shall not assign or sublet the premises or any part thereof without the Landlord's written permission.

10. The parties will each keep their respective property interests in the premises and its liability in regards thereto and the personal property on the premises reasonably insured against hazards and casualties. The Tenant shall annually reimburse the Landlord for one-half ($\frac{1}{2}$) the premium cost of the casualty insurance (fire, tornado and extended coverage) on the building structure. In the event of casualty loss on the building structure, the parties shall use the insurance proceeds to repair or replace the structure or shall divide the insurance proceeds equally between them should the parties mutually decide not to repair or replace the building structure.

11. Each party shall install a separate electrical meter for their respective portion of the building and shall be responsible for the electrical costs from their respective meter.

12. Each party shall install a furnace or other heating/cooling system for their respective portion of the building and shall be responsible for the heating/cooling costs including repairs and improvements to this system for their respective portion of the building.

13. The provisions and terms and conditions of this Lease shall not be modified, waived or abandoned except by written instrument signed by the parties and delivered to the Landlord and Tenant.

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IN WITNESS WHEREOF, the parties have duly executed this Lease in duplicate on the day and year first written above.

MADISON COUNTY, IOWA

Dean Lauer

Dean Lauer, Chairperson
Madison County Board of Supervisors
Landlord

CITY OF WINTERSET, IOWA

Jerry L. Schwerdtfeger

Jerry L. Schwerdtfeger, Mayor

Mark J. Nitchals

Mark J. Nitchals
City Administrator
Tenant



Recd 8-15-96/AB

CIRCLE B BUILDINGS, INC.
P.O. BOX 31
WINTERSET, IOWA 50273

| | |
|--|--------------------|
| Building for Madison Co. Sheriff Dept. | \$28,687.00 |
| Check #74941 dated 7/23/96 paid by Madison Co. Auditor | \$14,343.50 |
| Check #016213 dated 8/2/96 paid by City of Winterset | <u>\$14,343.50</u> |
| Balance Due 8/2/96 | \$ 0.00 |

Roberts 8/15/96
Controller

STATEMENT

CIRCLE B BUILDINGS

PAID

AUG - 2 1996

CITY OF WINTERSSET

TO MADISON Co. SHERIFFS DEPARTMENT
2012 N. JOHN WASE DR.
WINTERSSET, IA

TERMS _____ DATE 7/10/96

| | | | | |
|-----------------------------------|--|-----|---------|----|
| 32' x 66' | Building as per agreement dated May 30, 1996 | | \$27754 | 31 |
| Extras added during construction: | | | | |
| | Insulate and sheetrock inside center wall. | 46 | | 31 |
| | Concrete wall east side and half of south end. | 637 | | 31 |
| | Increase size of aprons at overhead doors and connect to aprons. | 200 | | 31 |
| | | | \$28687 | 31 |
| | | | | |
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TOPS FORM 3409

LITHO IN U.S.A.

County ~~14343~~⁵⁰ (67494) 7/27/96
 City 14343⁵⁰