

Recorded: 8/20/2024 at 10:30:40.0 AM  
County Recording Fee: \$42.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$45.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2024 PG: 2017

LEASE AGREEMENT  
RECORDER'S COVER SHEET

Preparer Information: Erin Learn  
208 East Main Street  
Manchester, IA 52057  
Phone: (563) 927-1113

Taxpayer Information: James E. and Jean A. Fisher  
200 Seeley St.  
Manchester, IA 52057

Return Document To: City of Manchester, Iowa  
208 E. Main St.  
Manchester, IA 52057

Lessors: City of Manchester, Iowa

Lessees: James E. and Jean A. Fisher

Legal description is located on page: 1 (not including cover sheet)



# Manchester

IOWA

FAMILY. COMMUNITY. OPPORTUNITY.

## Lease Agreement

STATE OF IOWA )

) KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF MANCHESTER )

This lease is entered into this 9th day of November, 2020, between the City of Manchester hereinafter referred to as the "Lessor" and is the owner of the Manchester Municipal Airport, hereinafter referred to as "Airport" and James E and Jean A Fisher hereinafter referred to as "Lessee" who covenant and agree as follows:

**WHEREAS**, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

**WHEREAS**, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land for construction of an Airplane hangar as stated herein;

**NOW THEREFORE**, in consideration of the terms, considerations, and privileges listed herein, Lessor and Lessee covenant and agree as follows:

### Section 1. Leased Area

A. Land – Lessor does hereby lease to Lessee approximately 2,500 sq. ft. of land more particularly described as follows:

Hangar Lot #12

and as shown on the "Plat of Land" which is attached hereto and incorporated herein, and hereinafter referred to as the "Land" and located on the Airport. Lessee hereby leases the said Land from the Lessor subject to the terms, considerations, and privileges stated herein.

B. Hangar– Lessor does hereby lease to Lessee the above described property for construction of an airplane hangar. Hangar shall be constructed at the sole cost of lessee and shall be constructed in a manner consistent with the attachment hereto.

C. Construction and Maintenance. The hangar shall be constructed in a manner subject to approval by lessor. Lessor shall have the right to demand that the hangers be constructed

consistent with standard practice for airports and all applicable regulations and statutes

## **Section 2. Term**

This lease shall be for the term of 30 years, not to exceed thirty (30) years, except in the event Lessee requests an extension by written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding 30 year lease term and upon mutual and written agreement. Upon such notice, this lease may be renewed for a subsequent five (5) year extension upon giving of written notice by Lessor. A second five year extension may be requested upon the same terms as stated above, but the terms of this contract shall not exceed a total of forty (40) years.

## **Section 3. Consideration**

- A. In consideration for the lease of the Hangar referenced herein, Lessee hereby agrees to pay yearly the sum of \$.20 per square foot as stated in Section 1A above for a period of one year after the beginning of this lease. Subsequently, the consideration shall increase \$.01 per square foot for each year thereafter. The first year's payment to be made in advance. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.
- B. All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Manchester, Iowa by mail or delivery.
- C. In the event Lessee fails to remit any payments when the same are due, interest at the rate of 1.5 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than 30 days, this lease may be terminated by Lessor as further defined in Section 7. – Termination.
- D. Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and recommendations of the Environmental Protection Agency, the Iowa Environmental Protection Commission, the Iowa Department of Agriculture, the Iowa Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Hangar clean and free of hazards, Lessor may, after 15 days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
- E. Taxes, Fees, Insurance, and Bond – Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance

coverage for any personal property located in or on the Hangar and is required herein to provide business liability insurance in an amount of \$1 Mil. Lessee shall be bonded in the amount of \$ \_\_\_\_\_ with Lessor listed as beneficiary in the event of damage to the Airport for which Lessee is liable and cannot or will not rectify. Certificates of such required insurance and bond shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times. Any changes in those certificates must have prior written approval of Lessor.

#### **Section 4. Permitted Use**

- A. Lessee agrees that the leased Hangar may be used for aeronautical activity which must be made known to and agreed upon by Lessor, and for no other purposes.
- B. Lessee may park their and/or their passenger's privately owned automobile(s) inside the Hangar, but only while on a flight which originated or arrives at the Airport.
- C. Lessee may store up to a maximum of 24 one (1) quart containers of aviation oil inside the Hangar for use in his aircraft so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.

#### **Section 5. Restricted Use**

- A. Lessee agrees that the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- B. Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- C. Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in Section 4.c. without the written consent of Lessor.
- D. Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- E. Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- F. Lessee agrees not to make any additions or modifications to the Land unless agreed upon by both parties in writing. In event of such consent, all improvements or modifications shall be made at the expense of Lessee and, at the expiration of this Lease and any extensions to this lease, shall become the property of the Lessor.
- G. Lessee agrees that he will not operate any nonaviation related business or activity on/in the Land without the expressed written consent of Lessor. Any such nonaviation related business or activity must be so established by a separate contract.

## **Section 6. Sublease, Assignment, or Sale**

The Lessee shall not without Lessors prior written approval sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Sponsor, for the Lessor to immediately terminate this contract agreement. The Lessor shall not unreasonably refuse to grant such approval.

## **Section 7. Termination**

- A. This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Should Lessee be declared bankrupt, or incompetent, this contract agreement shall immediately terminate and shall not be considered an asset of any appointed or assigned guardian, trustee, or receiver.

In the event of the death of Lessee, the estate shall be granted 365 days form the date of death of Lessee to sell, convey or transfer Lessees interest in this lease. Such sale, conveyance or transfer shall be subject to approval by Lessor.

In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance or bond, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for 90 consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

- B. Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Iowa Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C. This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract, except as contained in paragraph 7.D. hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D. At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all

expenses incurred by Lessor in such action.

**Section 8. Hold Harmless**

Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees. This indemnity agreement shall apply and protect Lessor and its agents, servants, and employees even though it be contended, or even established, that said Lessor or its agents, servants, or employees were negligent or that their conduct or omission in any way caused or contributed to any such liability, expense, cause of action, damage, and/or attorney's fees.

**Section 9. Maintenance of Landing Area**

Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Iowa Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. Lessee also understands that Lessor is not obligated by this lease to continue operating the Airport as an airport and may close the Airport at any time and at its own discretion. Such closure shall immediately void this contract and no damages or monies or other compensation will be owed to the Lessee by Lessor.

**Section 10. Exclusions**

- A. This contract agreement embraces the entire lease agreement of the parties mentioned herein pertaining to the Hangar and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease of the Building, except that this contract agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.
- B. For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vice-versa, whenever the context so admits or requires.
- C. The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.
- D. The parties to this contract agreement hereby acknowledge and agree that they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party, except that Lessor is acting on behalf of the City of Manchester
- E. This contract agreement shall be governed by the laws of the State of Iowa and construed thereunder and venue of any action brought under this contract agreement shall be in Delaware County, Iowa.
- F. If any section, paragraph, sentence, or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement and, to this end,

the provisions of this contract agreement are declared to be severable.

EXECUTED this 9<sup>th</sup> day of November, 2020

Lessor: City of Manchester



Milt L. Kramer  
Mayor

Timothy J. Smith  
Manager

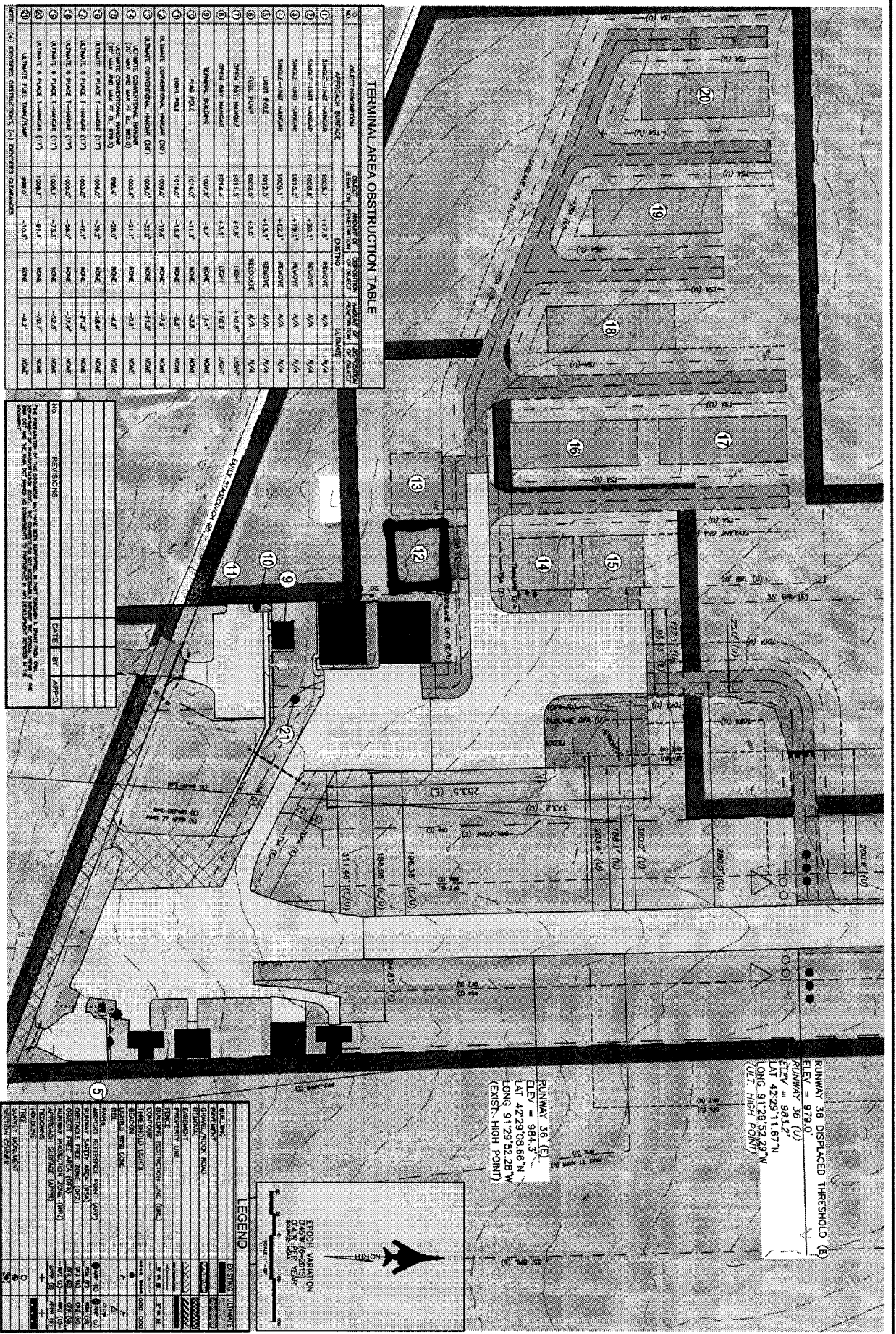
Approved as to Form:

Attest: Ann Leann  
City Clerk

James E. Fisher  
James E Fisher

Jean A. Fisher  
Jean A Fisher

1. Hanger Lease  
Lessee: Jim and Jean Fisher  
Hanger Number Lot 12



TERMINAL AREA OBSTRUCTION TABLE

NO.	OBJECT DESCRIPTION	OBJECT ELEVATION	AMOUNT OF OBSTRUCTION	LOCATION	REMARKS
1	SHED - LIGHT GARAGE	1003.0'	+17.8'	REAR	N/A
2	SHED - LIGHT GARAGE	1008.0'	+22.8'	REAR	N/A
3	SHED - LIGHT GARAGE	1013.0'	+27.8'	REAR	N/A
4	SHED - LIGHT GARAGE	1018.0'	+32.8'	REAR	N/A
5	SHED - LIGHT GARAGE	1023.0'	+37.8'	REAR	N/A
6	SHED - LIGHT GARAGE	1028.0'	+42.8'	REAR	N/A
7	SHED - LIGHT GARAGE	1033.0'	+47.8'	REAR	N/A
8	SHED - LIGHT GARAGE	1038.0'	+52.8'	REAR	N/A
9	SHED - LIGHT GARAGE	1043.0'	+57.8'	REAR	N/A
10	SHED - LIGHT GARAGE	1048.0'	+62.8'	REAR	N/A
11	SHED - LIGHT GARAGE	1053.0'	+67.8'	REAR	N/A
12	SHED - LIGHT GARAGE	1058.0'	+72.8'	REAR	N/A
13	SHED - LIGHT GARAGE	1063.0'	+77.8'	REAR	N/A
14	SHED - LIGHT GARAGE	1068.0'	+82.8'	REAR	N/A
15	SHED - LIGHT GARAGE	1073.0'	+87.8'	REAR	N/A
16	SHED - LIGHT GARAGE	1078.0'	+92.8'	REAR	N/A
17	SHED - LIGHT GARAGE	1083.0'	+97.8'	REAR	N/A
18	SHED - LIGHT GARAGE	1088.0'	+102.8'	REAR	N/A
19	SHED - LIGHT GARAGE	1093.0'	+107.8'	REAR	N/A
20	SHED - LIGHT GARAGE	1098.0'	+112.8'	REAR	N/A
21	SHED - LIGHT GARAGE	1103.0'	+117.8'	REAR	N/A

NO.	REVISIONS	DATE	BY	APP'D.

THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**LEGEND**

**SYMBOLS**

- EXISTING BUILDING
- EXISTING ROOF
- EXISTING FLOOR
- EXISTING WALL
- EXISTING WINDOW
- EXISTING DOOR
- EXISTING CURB
- EXISTING DRIVE
- EXISTING SIDEWALK
- EXISTING PAVEMENT
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL
- EXISTING SAND
- EXISTING SOIL
- EXISTING VEGETATION
- EXISTING TREES
- EXISTING SHRUBS
- EXISTING GRASS
- EXISTING WATER
- EXISTING SWAMP
- EXISTING BARRIER
- EXISTING FENCE
- EXISTING SIGN
- EXISTING LIGHT
- EXISTING UTILITY
- EXISTING ELEC
- EXISTING MECH
- EXISTING PLUMB
- EXISTING TEL
- EXISTING CABLE
- EXISTING RAIL
- EXISTING HIGHWAY
- EXISTING AIRWAY
- EXISTING AIRPORT
- EXISTING OBSTRUCTION
- EXISTING OBSTRUCTION TABLE

**Runway 36 (E)**  
 ELEV = 984.3'  
 LAT 42°29'08.66"N  
 LONG 91°29'52.28"W  
 (EXIST. HIGH POINT)

**Runway 36 (U)**  
 ELEV = 979.0'  
 LAT 42°29'11.67"N  
 LONG 91°29'52.28"W  
 (ULT. HIGH POINT)