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County Recording Fee: \$37.00
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Combined Fee: \$40.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2024 PG: 2019

LEASE AGREEMENT
RECORDER'S COVER SHEET

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

Taxpayer Information: Hartwick Lake Ski Club
PO Box 25
Delhi, IA 52223

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

Lessors: City of Manchester, Iowa

Lessees: Hartwick Lake Ski Club

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

LEASE
SCHRAM PARK-POND
LESSOR: CITY OF MANCHESTER
LESSEE: HARTWICK LAKE SKI CLUB

THIS LEASE made and entered into this 23rd day of April, 2018, between City of Manchester, as Lessor, and Hartwick Lake Ski Club as Lessee.

The parties agree as follows:

1. **Interpretation and Purpose.** This lease is entered into between the parties for the purpose of allowing Lessee to utilize the pond and related park facilities commonly known as Schram Park located in the city of Manchester, Iowa. The parties intend that the park shall remain open and available to the general public except as necessary for Lessee to utilize the facility for scheduled water ski practices for the members of the Lessee's organization. In addition, the parties recognize that certain performances and/or exhibitions will be held by Lessee upon the subject premises.

2. **Premises and Term.** Landlord leases to tenant the following described property situated in Manchester, Delaware County, Iowa as shown on Exhibit A a copy of which is attached hereto and by this reference made a part hereof. This lease shall remain in effect from the date of execution of the lease **until December 31, 2028**

3. **Possession.** This lease shall grant to Lessee possession of the subject property only during dates and times specified herein or as may be further extended by agreement between Lessee and the Manchester Park and Recreation Commission. Lessee shall further have the opportunity at all times during the term of this lease to come upon the property for installation, repair and maintenance of facilities and structures to be placed upon the premises as shown on Exhibit A, a copy of which is attached hereto and by this reference made a part hereof.

4. **Representations and Obligations of Lessee.** Lessee acknowledges and accepts the obligations and responsibilities set forth below:

a. Lessee shall be solely responsible for all grounds, facilities and persons permitted access to the property during the times and dates that possession is granted pursuant to the terms of this lease. Use of the premises by Lessee shall comply with all municipal, State and Federal rules, ordinances and regulations.

5. **Inspection.** Lessee shall at all times cooperate with and be subject to inspection of grounds and facilities by the City for applicable safety rules and regulations. In any event, Lessee shall be solely responsible for insuring that all activities and actions conducted pursuant to the terms of this lease are conducted and maintained in a proper and safe manner.

6. **Lessee Determination of Fitness of Premises.** Lessee is an organization experienced in water ski training, safety and performance activities involving youth and other water ski enthusiasts. Lessee represents that it has not in any manner relied upon any representation made by Lessor as to the safety, fitness or appropriateness of utilizing Schram pond for water ski events and related purposes. Lessee is solely responsible for any determination as to the appropriate use of the facility for water skiing events and training.

7. Construction of Building on Leased Land. Lessee shall be permitted to construct a building on the leased premises, said building having dimensions not to exceed 40 x 80 or 3200.0 square feet. Location for construction of the building shall be subject to approval by the Manchester Parks and Recreation Commission. All buildings constructed or placed upon the leased premises shall require a building permit, and shall comply with all City, State and Department of Natural Resources ordinances, rules and regulations.

A building constructed upon the leased premises shall at all times during the term of this lease be maintained in good and safe condition. Lessee shall have an affirmative obligation and duty to maintain the building in a manner consistent with structures located on city park land within the city of Manchester, Iowa. Failure to adequately maintain structures located upon the property shall constitute a material breach or default of the terms.

Upon termination of this lease, all buildings constructed upon the leased land under the terms of this paragraph shall remain with the real estate and shall become the property of Lessor.

7A. Site Plan Required. Any dock, boat lift, ski jump or other such similar structures to be placed upon the property by Lessee shall be subject to obtaining prior written approval by the Manchester Park and Recreation Commission. Lessee shall submit a site plan indicating the location and identifying the structures to be placed upon the subject property. The site plan shall further be submitted to the Iowa Department of Natural Resources for their prior approval and comment. The location of structures shown on Exhibit "A" have previously been approved by Lessor.

8. Use period. Lessee shall be entitled to utilize the premises for water ski instruction, training and practice for members of Lessee's organization, water ski exhibitions including members of Lessee's organization and other uses of the facility consistent with activities customarily performed by Lessee.

9. Repair and Maintenance. Lessee shall maintain the premises in a reasonable, safe, serviceable, clean and presentable condition and shall make no structural changes or alterations to the facilities without prior written consent of Lessor.

10. Surrender. Upon termination of this lease Lessee shall surrender the premises to Lessor in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Lessee. Continued possession beyond the term of this lease shall subject Lessee to a penalty of \$500.00 per month and such other remedies which may be available to Lessor under Iowa Law.

11. Assignment and Subletting. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Lessor. The parties recognize that Lessor has no obligation to provide for or permit such action to occur and refusal to consent to such action shall be in the sole discretion of Lessor.

12. Insurance. Lessee agrees to insure the respective real estate and personal property for the full insurable value. Such insurance shall cover losses included in a special form causes of losses (formerly all risks coverage) to the extent permitted by their policies the Lessee waives any

right against Lessor for recovery.

Lessee shall obtain commercial general liability insurance in the amount of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. This policy shall be endorsed to include Lessor as an additional insured.

13. **Liability for Damage.** Each party to this lease shall be liable to the other for all damages to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees) except to the extent the losses insured in subrogation is waived under the owner's policy.

14. **Indemnity.** Lessee shall protect, defend and indemnify Lessor from and against any and all loss, cost, damage and expenses occasioned by, or arising out of any violation of State or Federal law, any accident and/or occurrence causing or inflicting injury or damage to any person or property happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof or any part thereof by Lessee or any person claiming through or under Lessee. Lessee shall be responsible for costs which may be incurred by the City to address actions of Lessee contrary to Federal or State law or the terms of this lease.

15. **Mechanics Liens.** Lessee nor anyone claiming by, through or under Lessee shall have the right to file any mechanics lien against the premises. Lessee shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.

16. **General Regulations.**

a. **Alcohol and smoking shall be prohibited on the grounds at all times. However, alcohol may be served or permitted on the premises under limited circumstances, for special events and subject to specific approval by the City Council for the City of Manchester Iowa.**

b. In the event it is determined by the Chief of Police, City Manager, or Park and Recreation Director that a safety matter or regulation is being violated or that an unforeseen hazard to the general public may occur, the City shall retain authority to immediately terminate all activity under the terms of this lease until the issues of safety have been addressed to the satisfaction of the City.

c. In the event of any injury to a spectator or skier or other member of Lessee while using the facilities, Lessor shall retain the right to temporarily halt all activities being conducted pursuant to the terms of this lease until investigation has determined that such activity may safely continue.

d. Lessee shall provide for and take reasonable actions recommended by Lessor to restrict access of the public to facilities allowed to remain on the property as shown on Exhibit B attached hereto and by this reference made a part hereof.

e. Any concession stand or sale of food or beverage products shall be subject to compliance with all local, state and federal rules and regulations.

f. Lessee shall provide timely written and oral communication concerning any injury requiring medical attention to persons during activities conducted pursuant to this lease.

g. During the terms of use by Lessee of the subject property, Lessee shall be responsible for the manner in which activities are conducted upon the premises.

17. **Default.** Lessor shall give Lessee a written notice specifying any default of the terms of this lease giving Lessee ten (10) days in which to correct the default. If there is a default that cannot be remedied in ten (10) days by diligent efforts of Lessee, Lessee shall propose an additional time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Lessor. Lessor shall not be required to give Lessee any more than two (2) notices for the same default during the term of this lease.

In the event Lessee has not remedied a default in a timely manner following receipt of notice of default, Lessor may proceed with all available remedies at law or in equity, including but not limited to the following:

1. **Termination.** Lessor may declare this lease to be terminated and give Lessee written notice of such termination. In the event of termination of this lease, Lessee shall be entitled to all expenses of Lessor in regaining possession of the premises, including attorney fees and court costs.

2. **Forfeiture.** If default is not remedied in a timely manner, Lessor may declare this lease to be forfeited giving Lessee written notice of such forfeiture, as provided by Iowa Law.

19. **Notices and Demands.** All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, properly addressed, and postage prepaid to the addresses below:

City of Manchester
Attn: City Manager
208 East Main Street
Manchester, Iowa 52057

Hartwick Lake Ski Club
Attn: Marty Pottebaum
PO Box 22
Delhi, Iowa 52223

20. **City/State Regulation.** Nothing set forth herein shall be deemed a waiver by the Lessor of the compliance by Lessee with all applicable zoning, subdivision, building codes or other ordinances affecting use of the subject property.

CITY OF MANCHESTER, IOWA

EXHIBIT A

