

LEASE - BUSINESS PROPERTY - SHORT FORM
THE IOWA STATE BAR ASSOCIATION
Official Form No. 165
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Ethan P. Anderson, 1315 South B. Ave., Nevada, IA 50201, Phone: (515) 232-4185

Return Document To: (name and complete address)

1315 South B. Ave
Nevada, Iowa 50201

Grantors:

Mary Greeley Medical Center

Grantees:

Story County, Iowa

Legal Description: See Page 2

Pages: Nine (9) including this page

Official Board Action date: __/ __/ __

Reference Number: _____

BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this ___ day of _____, 2020, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Mary Greeley Medical Center, ("Tenant"), whose address for the purpose of this lease is 1111 Duff Avenue, Ames, Iowa, 50010.

The parties agree as follows.

1. PREMISES AND TERM.

Landlord leases to Tenant the following real estate, situated in Story County, Iowa described as a building property owned by Story County, Iowa and situated in Story County Iowa:

(a) The building located at 124 S. Hazel Avenue, Ames, Iowa 50010.

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2020, and ending on the 31st day of December, 2020 upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one (1) year terms either by signing a new lease or by signing an addendum (subject to the conditions in section two (2)). This lease shall not automatically renew.

2. RENT.

Tenant agrees to pay Landlord as rent **\$1.00 per term** for the property in a single unapportioned lump sum payment, on or before the 1st day of July, 2020. Rent for any partial month shall be prorated as additional rent. Rent beyond the initial term of this lease will be negotiated at the current fair market rate. All rent payments are to be made payable to Story County Iowa, 900 6th Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6th Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at **5%** per annum.

3. SECURITY DEPOSIT.

No security deposit for the property is required by the Landlord.

4. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

5. USE.

It is the understanding of the parties that the intended use of the property is for Mary Greeley Medical Center's crisis stabilization and transitional living services. Mary Greeley Medical Center shall use the premises only for this business purpose.

6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

Landlord responsibilities:

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 4:00 p.m. to 12:30 a.m. Monday through Friday.(CHECKING W/ FACILITIES ON THIS. MAY JUST CONTINUE QUARTERLY INSPECTIONS)** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.

Tenant responsibilities:

- (b) Tenant accepts the premises as is, except as herein provided.
- (c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, **INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.**

- (d) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
 - (e) Tenant shall contact the Landlord immediately upon notice of any of the following:
 - (1) for any ceiling water leak, service water or plumbing leak;
 - (2) for loss of electricity;
 - (3) for loss of heat or air conditioning;
 - (4) broken glass including building light fixtures;
 - (5) doors/windows that do not open/close or lock.
 - (f) Tenant shall maintain all outside public areas, lawns, sidewalks, driveways, and parking areas including snow removal.
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The following 24 hour emergency number shall be used and kept available for Mary Greeley Medical Center personnel at the building:

Facilities Management Emergency Number

(515)460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (in red, above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: FMWorkOrders@storycountyowa.gov.

7. MECHANICS' LIENS AND NOTICE TO SOLICITORS.

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic' liens against public property are barred by Iowa Code Section 626.109. Tenant shall not perform any improvement/work to the four properties or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises. Should Tenant be approached by solicitors, Tenant is to immediately notify Landlord and inform solicitors that only Landlord may authorize and perform improvements.

8. UTILITIES AND SERVICES.

Tenant shall pay for the following listed utilities: water, electric, gas, sewer and trash services. The listed utilities will be in the Tenant's name. Landlord shall not be liable for damages for failure to perform as herein provided arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

9. SURRENDER.

Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease without a written lease or written amendment along with the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease. The landlord may refuse to accept month-to-month payment beyond the lease term without a signed written amendment or new signed lease.

10. ASSIGNMENT AND SUBLETTING.

No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

11. INSURANCE.

Landlord and Tenant agree to the following.

- (a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- (b) **Liability insurance.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$5,000,000.00 annual aggregate. This policy shall include an endorsement listing Story County Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

12. LIABILITY FOR DAMAGE.

Each party shall be liable to the other for all damage caused to the other's property due to the negligence, reckless or intentionally acts caused by that party

(or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. INDEMNITY.

Except for negligence of Landlord or Landlord's agents, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the four premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. DAMAGE.

In the event of damage to the premises so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by written notice of one party to the other and delivered registered or certified mail to the designated address found in paragraph 17 of this agreement. Thirty (30) days after such notice, the parties shall be released from all obligations under this agreement for the remainder of the lease term. This paragraph is not intended as, and does not operate as, a release for any delinquent rent owing by Tenant or liability for damages owing to either Tenant or Landlord occurring before the notice.

15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

Landlord and Tenant agree to the following.

Events constituting default by tenant:

Each of the following shall constitute an event of default by Tenant.

- (a) Failure to pay rent when due;
- (b) Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease;
- (c) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; and
- (d) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the

interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

Notice of default:

Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, (including rent) that cannot be remedied in ten (10) days by diligent efforts, the Tenant shall propose an additional period of time (in writing) in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any one year (365 day) lease period.

Remedies:

In the event Tenant has not remedied a default as required by this agreement and assuming proper notice has been given, Landlord may proceed with all available remedies at law or in equity, including but not limited to termination of the lease. In the event of termination of this lease, Landlord shall be entitled to pursue all legal means available to recover possession of the premises. Landlord shall also be entitled to pursue and obtain money judgment against Tenant for the balance of rent agreed to be paid for the lease term, for any damages to the premises plus all expenses of landlord in enforcing these remedies and reletting the premises, including reasonable attorney's fees and court costs.

16. RIGHT TO ADVERTISE.

Landlord, during the last 90 days of this lease, unless the parties to this lease have agreed to renew the lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" signs. Tenant will permit prospective tenants or buyers to enter and examine the premises.

17. LEGAL NOTICES AND DEMANDS.

All legal or other notices and demands required by this agreement to be in writing shall be delivered to the parties hereto at the addresses designated in this paragraph 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, registered or certified, properly addressed, return receipt requested, and postage prepaid. The address of Landlord is:

Story County Iowa, 900 6th Street, Nevada, IA 50201

The address of the Tenant is:

Mary Greeley Medical Center, 1111 Duff Avenue, Ames, Iowa 50010

18. PROVISIONS BINDING.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

19. CERTIFICATION.

Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

20. CONTENTS

Landlord will leave contents on the premises. Contents are defined as "chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, beds, dressers, etc." All contents are left on the premises at the discretion of the Landlord. Landlord retains ownership of all contents and contents shall not be removed from the buildings without express permission from the Landlord. Landlord may remove contents at any time subject to its discretion. At the end of the lease, all contents return to the Landlord. Contents shall remain in good condition with normal wear and tear. Tenant shall execute an inventory sheet with Landlord specifying the contents that are left on the premises and Tenant agrees to return all contents to Landlord at the expiration of the lease agreement.

21. ADDITIONAL PROVISIONS.

The basement of 124 S. Hazel, Ames, Iowa 50010 will be retained and used by landlord Story County, Iowa. Access at all times to the basement area will be granted to Story County, Iowa. Access to the residential care facility will be granted to landlord at all times without prior approval by tenant. Landlord will notify tenant when it plans to access the residential care facilities when prior notice is practical.

LANDLORD, Story County Iowa
Authorized signature
Linda Murken, Chair, Story County Board of Supervisors

Date

TENANT, Mary Greeley Medical Center
Brian Deiter, President

Date

Facilities Management Emergency Contact Information

EMERGENCY NUMBER ONLY:

(515)460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (in red, above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: FMWorkOrders@storycountyowa.gov.

**-Thank You-
Story County Facilities Management**

This sign is to reproduced and displayed by Tenant in a prominent location during the lease term.