

Ball Field Lease

This Ball Field Lease (hereinafter referred to as the "Lease") is entered into this 10th day of May 2017 by and between Zoetis LLC, a company organized and existing under the laws of the state of Delaware and doing business at 2000 Rockford Road Charles City, Iowa 50616, USA (hereinafter referred to as the "Lessor") and the City of Charles City, a municipal corporation of the State of Iowa, USA (hereinafter referred to as the "Lessee"). In consideration of the sum of \$1.00, and for a term beginning on the date above and ending April 30th, 2022, and the covenants herein specified, the Lessor hereby leases unto the Lessee the right and privilege to occupy and use the following described premises:

Beginning at a point on the Westerly right-of-way line of the Charles City Western Railway lying 456 feet North of the center line of Primary Road No. 14, thence South along the Westerly right-of-way a distance of 486 feet to the center line of Primary Road No. 14, thence West approximately 600 feet to a point on a line which is an extension of a North-South fence line, thence Northerly along said fence line approximately 490 feet to an East-West fence line, thence East approximately 600 feet to the point of beginning, except that part used as Primary Road No.14;

For lease as a Little League Baseball Park and, when not so required, with verbal permission from the Lessor, use the area for other organized recreation which will be sponsored and supervised at its own risks by the Lessee. Lessor further permits Lessee to use and occupy the premises for activities associated with 2017 RAGBRAI, provided that Lessee supervises such use and employs efforts to limit third-party occupancy to registered RAGBRAI bicycle riders.

Lessee is also hereby given the right and privilege of moving, removing, or adding dirt fill to the property to landscape the property for the use intended; to remove shrubs and trees, to plant or remove grass, to provide parking facilities, erect lights, bleachers, backstops and such other facilities necessary for the use intended. Such items shall not be construed as fixtures and shall be removed by the Lessee at the termination of this Lease except that none of the landscaping shall be removed or disturbed any more than necessary to accomplish the removal of the other items mentioned herein.

The Lessee is given the further right and privilege to move, remove, repair and replace any fences or gates on the property so long as the original fence lines remain clearly identified or marked.

The Lessee, in consideration of these rights, hereby covenants as follows:

1. That it will pay all charges for water, electricity and other utilities as the case may be used on said premises by the Lessee;
2. That it will permit ingress and egress only from the property line adjoining Wildwood Park;
3. Ingress and egress from other Zoetis LLC property shall be prohibited;
4. The fences and grounds shall be constructed and maintained safe for the use intended; and
5. The Lessee will properly insure against all liability accidents which may occur on the premises or as a result of any sponsored activity on the premises during its Lease and agrees to hold the Lessor harmless from any and all judgments connected with or arising out of accidents occurring on the said premises during or in connection with this Lease.

This Lease may be renewed on the same terms and conditions on a year-to-year basis upon mutual agreement of both Parties.

By -----
Zoetis LLC - Charles City Site Director

By -----
Mayor - City of Charles City