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LEASE FORM

THIS AGREEMENT, made between Hartwick Lake Club by Marcheta R. Cooey, and Archie W. Cooey, Jr. and Marcheta R. Cooey, individually as husband and wife, of Delhi, Iowa, hereinafter designated as "LANDLORD" and Steven C. Rollins and Debra D. Rollins, hereinafter designated as "TENANT".

WITNESSETH that the said Landlord has this day leased unto Tenant the following described premises in Delaware County, to-wit:

Location: Starting point in the SE corner of the NE 1/4 of the NW 1/4 of Sec. 25 in Milo Township. North 325 to point of beginning then along shore line 150 feet NW, more specifically described as:

Lot Four (4) and the Southerly twenty (20) feet of Lot Five (5) of the Plat of Hartwick Lake Club West Subdivision of Part of the South One-Half (S 1/2) of Section Twenty-four (24) and of Part of the North One-Half (N 1/2) of Section Twenty-five (25), all in Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 40.

According to the present sketch,, or plot, thereof, for term of twenty-five (25) years beginning June 15, 1992 and ending June 15, 2017, at an annual rental in five periods of five years each. The first period to be a maximum charge of $650.00 per year. To be strictly in advance, and in case of default in payment of said rent when due, time being of the essence of this contract, the same shall bear interest at the rate of 9 percent per annum from date of default until paid.

In the event of default of obligations owed by Tenant, Landlord shall provide notice to John Deere Community Credit Union and grant John Deere Community Credit Union an opportunity to cure said default.

At the expiration of said lease, Tenant shall have an option to renew for an additional twenty-five years, if they exercise this option within thirty (30) days.

If Tenants shall fail to comply with any of the terms or conditions of this lease, the Landlord, in addition to any other remedies, may exercise at his discretion, any one or more of the following remedies, to-wit:

1. Declare the rent for said entire term due and

FILE No. 236-1493
RECORDING FEE $ 30.00
TRANSFER FEE $
FILED FOR RECORD THE 12 DAY OF Nov, 19 92 AT 4:00 O'CLOCK P. M. BOOK 3 PAGE 179
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
MISC. CM 31

proceed to collect the same.

2. Elect to declare a forfeiture of this lease and all Tenant's rights hereunder, an ordinary three-day Notice to Quit being sufficient for this purpose as well as being the basis for suit for possession.

A partial payment of rent due shall not constitute a waiver of right of action for balance due aided by attachment or of action for forcible entry and detainer on account of the unpaid balance of rent for the period upon which part payment was made. In all provisions under this lease, time is of the essence and the performance of all other obligations is material.

In case of any action or in any proceedings in any Court, to collect any sums payable or secured by this lease or to protect the lien herein given, or in any other case permitted by law in which attorney's fees may be collected from Tenants or charged upon the property, Tenants agree to pay reasonable attorney's fees.

It is further agreed that all buildings and erections put or placed upon this lot by Tenant during the term of this lease shall be the personal property of said Tenant, and taxable as such, and may be removed therefrom by said Tenant before the end of the term or extension of this lease, but that unless said personal property is by said Tenant removed from said premises at or before said time, or sold subject to the approval of said Landlord, then said personal property, and all of it, shall be and become the property of said Landlord absolutely.

Tenant covenants that he will use said premises as a dwelling only; that he will not use or permit same to be used, for any unlawful business or immoral purpose; that he will not cause, or permit to be caused, any unnecessary disturbances, noises, or annoyances to neighbors, that he will keep all weeds on said premises cut; that he will cause all garbage, ashes, refuse, junk or waste, of all kinds whatsoever, to be either buried, burned, or removed from said premises, and that under no circumstances will any such be thrown, or deposited, in the lake or water adjoining this or any other lot in this tract, and hereby agrees to timely pay for and indemnify and hold Landlord harmless from payment for same, any trash and garbage disposal or pickup system designated by the Landlord at any time, at the discretion of Landlord, in addition to the duties herein above described. Tenant will do, or permit to be done, no waste to the land or destruction of, or damage to, any trees or shrubs on this lot or on this tract, unless by specific consent of the Landlord first having been obtained; that all changes to the landscape of this lot, or improvement thereof, shall be made only subject to the specific consent and approval of the Landlord; that he will not assign this lease, or let or underlet said premises, without the written consent of the Landlord; all under the penalty of a forfeiture of all the Tenant's rights under this lease.

Landlord shall have, in addition to the Landlord's lien provided by statute, a lien upon all personal property of Tenants, kept or used on said premises during the term of this lease and belonging to Tenants, whether such property is exempt from execution or not, and upon improvements, if any, placed or erected by Tenant on said premises, or already on said premises, and upon the unexpired term of this lease, to secure the payments of rent due or to become due, and all expenses including attorney's fees incurred by Landlord in litigation to collect rent hereunder, or possession, or to procure injunction to prevent removal of personal property, and to secure payment of damages to the premises caused or permitted by Tenants. The lien shall follow the property to whatever location removed until all secured amounts are paid.

Landlord reserves for the other Tenants, if any, the common use of all roadways and passage ways and all improvements of a general nature; he reserves to himself the right to enter upon any part of said premises, in person or by his Agent, for any lawful purpose, or for the making of any general improvement, or to put "For Rent" or "For Sale" signs on said premises, and to enter upon and into and view said premises at all reasonable hours with persons wishing to inspect same for any purpose.

Landlord expressly does not covenant to make and keep a passable road or roads for ingress or egress to the above-described premises and while Landlord will permit access to said premises over the course and in the width and in the manner as designated by Landlord, over other land owned by Landlord, where necessary, Tenant agrees to maintain said access and said road or roads at Tenant's sole expense during the times and in the manner as directed by Landlord, and agrees to indemnify and hold harmless Landlord from any expense in connection therewith.

By acceptance of this lease or part ownership of said lease, every person or entity who is a record owner of property on said lot shall become a member of an association formed by the lessees in said division for the purpose of regulation thereof and providing necessary or desirable services thereto. By acceptance of such conveyance, the Lessee hereby agrees on behalf of himself and his successors to pay to such association any annual assessments or charges for road maintenance or other charges for such capital improvements as may be necessary. The annual and specific assessments, together with such interest thereon and costs of collection thereof, shall be a charge on the property of said Tenant and shall be a continuing lien upon the property against which each such assessment is made. Both annual and special assessment shall be equitably spread among the Tenants with consideration of the Tenant's use of the premises as either summer or year-round residences. Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at

the maximum rate of interest then permitted by the laws of the State of Iowa. Reasonable attorney's fees of any such action shall be added to the amount of such assessment. Sale or transfer of any lot shall not affect the assessment lien.

The Landlord will not be responsible for any accident occurring to property or Tenants or their guests while on the property of the Landlord. Tenant will protect, indemnify, and save harmless the 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 and/or damage to any person or property, happening or done, in, upon or on the access or road leading thereto, and about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Tenant or any person claiming through or under the Tenant. The Tenant further covenants and agrees that Tenant will, at Tenant's own expense, procure and maintain casualty and liability insurance in responsible company or companies authorized to do business in the State of Iowa, in amounts of not less than $50,000.00, for any one person injured and $100,000.00 for any one accident, and with the limits of $10,000.00 property damage, protecting the Landlord against such claim, damages, costs or expenses on account of injury to any person or persons or to any property belonging to any person or persons, by reason of such casualty, acts, or other happenings on or about the demised premises where the access or roadway leading thereto, during the term hereof. Certificates or copies of such policies, naming the Landlord and providing for thirty (30) days notice to Landlord before cancelation shall be delivered to Landlord within thirty (30) days from the date of the beginning of the term of this lease. Amounts of liability insurance required must be reviewed every five years at time of lease rent review.

The Tenant will build and maintain a fence around said lot against cattle and horses. Dogs that chase cattle should not run at large.

Tenant, on or before the date of commencement of this lease shall purchase a $100.00 membership share for each cabin, or structure used as a residence on said premises in the lake area, said membership share being in the Lake Delhi Recreation Association, a Corporation, or in such amount as required for said membership share, as now or may be in the future, during the term of this lease, required by said Association, and shall exhibit evidence thereof to Landlord. Tenant agrees to abide by any and all terms and conditions of membership in said Association.

Tenant further agrees that he shall not change the bottom or shore line of the lake adjoining the premises described herein, if any, without the written approval of the Landlord.

Tenant further agrees to remove from the water, or

securely tie all docks and buildings that are over the water adjoining said property so that they will not become loose or freed in high water or in early spring when the ice melts, or at any other time and shall inspect and maintain said ties to this end.

No statement, representation, or promise with reference to this lease for the premises leased, or change in the term of this lease shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenants.

It is understood that all of the covenants and agreements in this lease shall succeed to and be binding upon the respective heirs, executors and administrators of the parties hereto.

Building requirements on this Lot are as follows:

No building can be built closer than 50 feet from the water, 20 feet from back of lot and 5 feet from side lot lines. No new building can be added without written consent of Landlord. No changing of the water front without permission of Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their names this 1st day of November, 1992.

MARCHETA R. COOEY
D/B/A HARTWICK LAKE CLUB

BY: Marcheta R Cooey
Marcheta R. Cooey

Archie W. Cooey Jr.

Marcheta R Cooey
Marcheta R. Cooey

Subscribed and sworn to before me by Marcheta R. Cooey d/b/a Hartwick Lake Club; and Marcheta R. Cooey and Archie W. Cooey, Jr., Husband and Wife, this 1st day of November, 1992.

Kristine A. Cooey
Notary Public in and for the State of Iowa Kristine A Cooey

KRISTINE A. COOEY
Otsego
NOTARIAL SEAL

Steven C. Rollins

Subscribed and sworn to before me by Steven C. Rollins this 4th day of November, 1992.

Notary Public in and for the State of Iowa Larry L. Anfinson

Debra D. Rollins

Subscribed and sworn to before me by Debra D. Rollins this 4th day of November, 1992.

Notary Public in and for the State of Iowa Larry L. Anfinson