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Document 2021 1484 Type 06 006 Pages 4
Date 4/23/2021 Time 9:05:33AM
Rec Amt $22.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: Steven E. Carr, 117 S. Franklin St., PO Box 333, Manchester, IA 52057; 563-927-4164
Grantor: Hughes Advanced Industrial Services
Grantees: Lakeside Property Development, L.L.C.
Mitch Tanner and Emily Tanner
Kevin Tanner

Agreement to Lease

Hughes Advanced Industrial, Inc., hereinafter "**Landlord**" owns the following described real estate:

> Parcel 2020-132, Part of the NW ¼ - SE ¼ & Part of the SW ¼ - SE ¼, Sec. 19, T88N, R4W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2020, Page 4865;

Lakeside Property Development, L.L.C. owns the following described real estate:

> Lots 1-4 of Lost Beach Valley Subdivision a Subdivision of Parcel 2016-48 in the NW ¼ of the SE ¼ in Section 19, T88N, R4W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2016, Page 2828; and Lots 6-10 of Lost Beach Valley Second Subdivision a Subdivision of Lot A of Lost Beach Valley Subdivision in the NW ¼ of the SE ¼ of Section 19, T88N, R4W of the Fifth P.M., Delaware County, Iowa according to plat recorded in Book 2017, Page 2254;

Mitch Tanner and Emily Tanner, husband and wife own the following described real estate:

> Lot 5 of Lost Beach Valley Subdivision a Subdivision of Parcel 2016-48 in the NW ¼ of the SE ¼ in Section 19, T88N, R4W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2016, Page 2828;

and Kevin Tanner owns the following described real estate:

> PARCEL 2016-50, PART OF THE NW 1/4 - SE 1/4 OF SECTION 19, T88N, R4W OF THE FIFTH P.M., DELAWARE COUNTY, IOWA according to plat recorded in Book 2016, Page 1980.

Lakeside Property Development, Mitch Tanner and Emily Tanner, and Kevin Tanner are collectively hereinafter "**Tenant**"

Whereas Landlord and Tenant wish to enter into an agreement regarding boat spaces (hereinafter "spaces") within the site described below;

Now, Therefore for good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Agreement to lease.** Landlord agrees to lease spaces to Tenant and Tenant agrees to lease spaces from Landlord within the following real estate (the "Site"): located in the northeast portion of the cove in Landlord's property, starting just north of the boat ramp and going northwest and west approximately 200' along the shore line. Each owner in Lost Beach Valley Subdivision and Lost Beach Valley Second Subdivision shall have the opportunity to lease one space, and the owner of Parcel 2016-50 shall have the opportunity to lease two spaces. Leased spaces shall be according to the terms and conditions set forth in a separate instrument. It is up to each individual owner to decide whether or not to lease a space.

2. **Purpose.** Spaces may be used and occupied only for boat related use. Nothing herein shall give Tenant the right to use the site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the permitted use and Tenant shall bear all risk of any adverse change in applicable laws.

3. **Term.** This is a lifetime access lease to insure the properties owned by Tenant will always have an opportunity to lease a space for boat related use; however, it shall consist of annual rental periods. If an owner does not elect to lease a space for a rental period, Landlord guarantees any non leasing owner(s) the opportunity to lease a space for the following year.

4. **Rent.** Annual rent shall be in the amount of $400.00 through 2023, but may thereafter be renegotiated as necessary. Landlord shall negotiate in good faith based on conditions then existing should an increase be necessary.

5. **Enforcement.** In the event it shall be necessary for either party to retain an attorney for the enforcement of any rights under this Agreement and if it is necessary to bring suit for the enforcement of such rights, the prevailing party in such suit shall recover from the losing party all court costs and reasonable attorney's fees, as determined by the court, in addition to any other relief or recovery awarded by the Court.

6. **Successors and assignees.** This agreement shall run with the land and be binding on all heirs, successors and assigns of the parties hereto.

Dated this 22 day of April, 2021.

Hughes Advanced Industrial, Inc.
An ~~Iowa Corporation~~

By: _____
Rich Hughes, President

Lakeside Property Development, L.L.C.
A Limited Liability Company

By: _____
Mitch Tanner, Member

By: _____
Marty Pottebaum, Member

_____
Mitch Tanner, Individually

_____
Emily Tanner

_____
Kevin Tanner

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

This instrument was acknowledged before me on this 22nd day of April, 2021 by Rich Hughes as President of Hughes Advanced Industrial, Inc.

STEVEN E CARR
Commission Number 713328
My Commission Expires
October 30, 2022

_____
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

This instrument was acknowledged before me on this 21 day of April, 2021 by Marty Pottebaum as member of Lakeside Property Development, LLC.



Susan K Meyer
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

This instrument was acknowledged before me on this 21 day of April, 2021 by Mitch Tanner as member of Lakeside Property Development, LLC.



Susan K Meyer
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

This instrument was acknowledged before me on this 21 day of April, 2021 by Mitch Tanner and Emily Tanner.



Susan K Meyer
Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

This instrument was acknowledged before me on this 22 day of April, 2021 by Kevin Tanner.



Susan K Meyer
Notary Public in and for the State of Iowa