

Recorded: 8/29/2023 at 3:40:46.0 PM
County Recording Fee: \$57.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$60.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 2105

Return to/

Prepared by: Casey Rigdon, Bradley & Riley PC, P.O. Box 2804, Cedar Rapids, IA 52406-2804; 319-363-0101

Address tax statement: Nancy Harbach, 2048 240th Street, Delhi, IA 52223

AFFIDAVIT

RE: LOT TWO (2) OF H.L.C. SOUTH ADDITION TO DELAWARE COUNTY,
IOWA, ACCORDING TO PLAT RECORDED IN BOOK 6 PLATS, PAGE 164.

STATE OF IOWA, COUNTY OF LINN, ss:

I, Nancy Harbach f/k/a Nancy Recker, being first duly sworn on oath do depose and state:

1. I own real property situated in Delaware County, Iowa.
2. On or about January 30, 1986, I signed a document entitled "Lease Form" ("Lease") for the above-described real property (the "Premises") with Marcheta R. Coeey d/b/a Hartwick Lake Club as landlord. A copy of the Lease is attached hereto as Exhibit 1 and incorporated herein by this reference.
3. On or about April 8, 1992, Marcheta R. Coeey and I executed a "Correction to Attached Lease" ("Correction") that amended the terms of the Lease. A copy of said Correction is attached hereto as Exhibit 2 and incorporated herein by this reference.
4. On or about June 15, 1992, I entered into a "First Option to Buy" ("Option") with Marcheta R. Coeey, related to the Premises. A copy said Option is attached hereto as Exhibit 3 and incorporated herein by this reference.

5. In accordance with my rights under the Lease, Correction, and Option, I improved the Premises by constructing a dwelling on the Premises.
6. Since February 1, 1986, I—or my permittees or licensees—have been in complete, actual, and sole possession of the Premises.
7. I now understand Marcheta R. Cooley never recorded the Lease, Correction, or Option with the Delaware County Recorder.
8. Based on the foregoing, I believe I have an interest in the Premises under these referenced documents and my improvements to the Premises.
9. I am filing this document of record to assert the existence of these claims against the Premises.

Dated: August 29, 2023.

Nancy Harbach
 NANCY HARBACH, Affiant

STATE OF IOWA)
) ss:
 COUNTY OF LINN)

This instrument was acknowledged before me on August 29, 2023 by NANCY HARBACH.



Kelsey Rickels
 Notary Public in and for State

LEASE FORM

THIS AGREEMENT, made between HARTWICK LAKE CLUB
OF Delhi, hereinafter designated as "LANDLORD", and
Nancy Recker
RR1 Hopkinton, Ia. 52237

of Hopkinton Ia, hereinafter designated as "TENANT".

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

That area lot adjacent to Hartwick Lake Club Cottage Grounds;

the west property line being the Hartwick Lake Club Cottage Grounds

East fence line, then in a Easterly direction 150 ft., then

South 150 ft., then West to the Cottage Grounds fence line.

It is agreed that Nancy Recker will allow access through the back of said lot.

According to the present sketch, or plot, thereof, for term of twenty
years beginning February 1 1986 and ending February 1

2006, at an annual rental in four periods of five years each. The first
period to be a maximum charge of \$750.00 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 18 per annum from date of default until paid,

Rent due yearly by May 1.

21 Feb. 00 - 1986

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 proceed to collect the same.
2. Elect to declare a forfeiture of this lease and all tenants 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 attorneys' fees may be collected from tenants or charged upon the property, tenants agree to pay reasonable attorneys' 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

shall 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 or a forfeiture of all the Tenant's rights under this lease.

Landlord shall have, in addition to the landlords'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 attorneys' 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 pass-able 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 owner-ship 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 special 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 assessments shall be equitably spread among the Tenants with consideration of the Tenants use of the premises as either summer or year around 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 attorneys fee 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, 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, for any one person injured and \$100,000 for any one accident, and with the limits of \$10,000 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 30 days notice to Landlord before cancellation shall be delivered to Landlord within 30 days from the date of the beginning of the term of this lease.

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 Deloit 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

Tenant further agrees that he shall not change the bottom or shore line of the lake adjoining the remises 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, administrators of the parties hereto.

Building requirements on this Lot are as follows:

All building and improvements must be approved by the Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto set their names this 30 Day of January 1986.

HARTWICK LAKE CLUB

Marchette B. Cooney

TENANT Nancy Recker

Nancy Recker

EXHIBIT 2

CORRECTION TO ATTACHED LEASE

THE LEASE between Hartwick Lake Club and Nancy Recker was made February 1, 1986 describing the leased lot as:

That area lot adjacent to Hartwick lake Club Cottage grounds East fence line, then in a Easterly direction 150 ft., then South 150 ft., the West to the cottage Grounds fence line.

In 1991 this area was part of survey called Hartwick Lake Club South Additon. At this time the said lot of Nancy Recker was marked as lot #2. It was also agreed that the footage would be changed to the following:

Starting in the North West corner of lot 2 adjacent to the Hartwick Lake Club Cottage Grounds, Easterly along the water front 141 ft. then in a Southwesterly direction 250.00 ft, then in a Westerly direction 124 ft to the existing fence corner, then Northeasterly to point of beginning 233.70 ft.

The new dimensions are agreed on and signed this 8 day of April, 1992.

HARTWICK LAKE CLUB

Marcheta R. Coeey
MARCHETA R. COEY

Nancy Recker
NANCY RECKER

EXHIBIT 3

FIRST OPTION TO BUY

IT IS AGREED between Marcheta R. Cooley and Nancy Recker, that Nancy will be given the first option to buy if the lot number 2 of HLC SOUTH is offered for sale at a price as set forth in this document.

Description of lot two: That part of the NW 1/4 of Section 30-T88N-R4W of the 5th P. M., Delaware County, Iowa. in H.L.C. South Addition.

AT THIS TIME Nancy Recker has a home on said lot and is leasing at a cost of five hundred ninety five dollars, (\$595.00). The lease is a twenty (20) year lease that expires in the year two thousand six (2006). An extension of twenty years (20) has been added to this lease. Both the original lease and the extension are divided into five year periods of annual rental price guarantee. Each new five year periods may have a price change.

IT IS AGREED THAT the cost of the lot will be set at no more than fifty thousand (\$50,000). This agreement will be in force for forty years, (40). It is also agreed that said lot can be purchased any time between years twenty twenty five (2025) and the end of agreement if it is not offered for sale before this date.

Dated June 15, 1992

At Hartwich Lake

Marcheta R. Cooley
Marcheta R. Cooley

Nancy Recker
Nancy Recker

ACKNOWLEDGMENT

STATE OF June
COUNTY OF Delaware

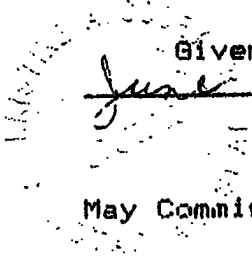
I, Kristine A. Cooney, a Notary Public in and fore said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Marshall R

Cooney and Nancy Rechen, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth;

Given under my hand and notarial seal, this 16 day of June, 1992.

Kristine A. Cooney

My Commission expires 9/92



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