

IVANHOE CIRCLE LOT LEASE

This Ivanhoe Circle Lot Lease ("Lease") is made and entered into effective on January 1, 2026, between Ivanhoe Properties LLC, ("Lessor") and Linda Weiler, ("Lessee").

1. **Lessor's Agent.** Lessor has designated Heritage Property Management, a division of Heritage Associates Corp., ("Heritage" or "Lessor's Agent") as Lessor's Agent for all purposes pursuant to this Lease. Lessee agrees to deal with Lessor's Agent with respect to all matters concerning the Premises or this Lease. Lessor's Agent may be contacted at the following address and telephone number:

Heritage Property Management

313 3rd Avenue SE

P.O. Box 74050

Cedar Rapids, IA 52407-4050

Phone: 319-365-3610

Email: lhixson@heritage-associates.com

2. **Premises.** Subject to all the terms and conditions of this Lease, specifically including, but not limited to the Reservations in paragraph 6 below, and, further, subject to the payment of Rent and the performance of all other obligations of Lessee as specified in this Lease, Lessor, in consideration of the Rent to be paid by Lessee and of the covenants, agreements and obligations herein contained to be performed on the part of Lessee, hereby leases to Lessee, and Lessee hereby leases from Lessor, the surface only of the property described as follows:

Lot Number 24

(the "Premises"), located on and part of the Property for the Purpose and Term provided in this Lease.

The Premises is part of the property legally described as:

Part of Government Lot 3 in Section 29-82-5, Linn County, Iowa, described as follows:

Beginning at the center of the military road 89 feet West of the Northeast corner of said Lot 3; thence East 89 feet; thence south to the Cedar River; thence up the river on the left bank to the West boundary of said Section 29; thence Northeast along the center of the road to the place of beginning.

(the "Property"). Lessee is not authorized to enter or use any portion of the Property other than the Lot and the access drives to and from the Lot. In no event may Lessee access or use the areas designated as the Sand Plant and the Pond, or adjacent property without Lessor's prior written consent.

3. **Purpose.** This Lease is granted subject to and the rights granted to Lessee for the use of the Premises are limited to the exclusive Purpose of using the Premises as a seasonal, temporary (non-permanent), non-commercial recreational single-family cabin site. No other rights are granted by this Lease and Lessee may not use the Premises for any Purpose not specified in this paragraph 3. No other use or purpose is permitted without the prior written consent of the Lessor.

4. Term.

(a) The term of this Lease shall commence on **January 1, 2026** (the "Commencement Date") and shall end on **December 31, 2026**, without any notice to Lessee of such expiration, unless sooner terminated as provided herein. The Term shall NOT be renewed or extended without the written agreement of Lessor and Lessee.

(b) Even if Lessee is not in default in any of its obligations hereunder, and no other cause for termination of this Lease exists, Lessor shall nevertheless have the right to terminate this Lease at any date which is the end of any month, provided Lessor shall give Lessee, at least ten (10) days prior to such date, a written notice of such termination, then Lessor shall return to Lessee (after, but not before, Lessee has vacated the Premises and performed Lessee's obligations under paragraph 24) the pro rata portion of any rent paid in advance for the unexpired portion of any annual period of the term of this Lease.

(c) **NOTICE: Landlord hereby NOTIFIES Lessee that Lessee may be in possession of NO MORE than 1 (One) Lot on the premises.**

5. Rent. On or before the Commencement Date, Lessee shall pay an annual rent in the amount of **\$1590.00** ("Annual Rent") for each year of the lease term. All sums shall be paid to the Lessor's Agent at the address provided above or at such other place as Lessor may, from time to time, direct.

The Annual Rent payment shall be paid as follows (initial one option):

_____ in advance, on or before the Commencement Date; or

_____ in three equal installments of **\$530.00, \$530.00 & \$530.00** each, with the first installment due on or before January 1 of the lease year, the second installment due on or before March 1 of the lease year and the last installment due on or before May 1 of the lease year. **If an installment is not paid on time, the total rent amount owing is due.**

A late charge of **\$40.00** shall be due to Lessor if any payment is not paid within ten (10) days after the date due. (Specifically, installment payments are due **January 1st, March 1st and May 1st** and are considered late on **January 10th, March 10th and May 10th** of the lease year.) Rent shall be considered paid only upon **RECEIPT** by Heritage and not based on postmark. A **\$25.00** fee will be charged for each returned check.

6. Reservations. This Lease and the rights of Lessee hereunder are subject to and limited by the following:

(a.) The Lot constituting the Premises is not surveyed. Lessor will describe the boundary of the Lot upon request. In any event, the boundaries of the Lot and Premises shall be determined by Lessor and may be modified from time to time. All decisions of the Lessor as to the location and boundaries of the Lot are final.

(b.) Use of the Premises is at all times subject to the rules and regulations of any governmental body with jurisdiction over the Premises, including without limitation Linn County, Iowa.

(c.) At all times, Lessee's use of the Premises shall comply with the Zoning Regulations of Linn County, Iowa, specifically the following:

Linn County Ordinance #33-11-2003. Amendment to the Linn County Zoning Regulations,

Chapter 1, Linn County Code of Ordinances, Section 2.

Amend Section 1.1, Definitions by adding the following:

"Seasonal homes, seasonal cabin, seasonal cottage" means a structure established prior to the effective date of 1981 Linn County Zoning Ordinance under the provisions of the then-applicable D Rural District or E Summer Home District. A seasonal home, seasonal cabin or seasonal cottage is intended and used for seasonal or temporary occupancy for recreational purposes only and not permanently occupied as a primary residence.

Accordingly, in no event shall the Premises be used by any party whatsoever as a permanent residence. In the event that current Lessee's occupancy is considered a permanent residence Lessee indemnifies the Lessor and the Lessor's Agent from any and all violations of federal, county or state zoning laws or regulations.

(d.) Lessee shall use and occupy the Premises in a clean and wholesome manner and in compliance with all applicable governmental requirements and all rules as may be desired by Lessor from time to time relating to such occupancy.

(e.) Without limiting any other rights reserved or available to Lessor under this Lease, Lessor reserves the right to be exercised at Lessor's election and at any time to (i) inspect the Premises, (ii) make repairs, additions or alterations the Premises or (iii) show the Premises to any prospective tenant, purchaser or other person. Lessor, either by itself or by its agents, grantees, licensees or lessees, and without compensation to Lessee, may enter upon the Premises for any and all of purposes, provided only that any such use or purpose does not prevent the reasonable use and exercise by Lessee of the rights and privileges granted in this Lease, and may exercise the foregoing right, without being deemed guilty of any eviction or disturbance of Lessee's use or possession of the Premises, and without being liable in any manner to Lessee.

(f.) Lessee shall at all times comply with the Ivanhoe Circle Rules and Regulations, as may be modified from time to time by Lessor and/or Lessor's Agent. A copy of the current Ivanhoe Circle Rules and Regulations is attached hereto as Exhibit A. Modifications of the Ivanhoe Circle Rules and Regulations shall be effective immediately upon delivery to the Lessee at the Premises.

(g.) Lessor makes no representation, warranty or guarantee (i) that the Premises will not be flooded or (ii) of the level of water in, over, on or near the Premises. Lessee specifically acknowledges and agrees that the Premises may be subject to flooding at anytime and that Lessor shall have no liability to Lessee for any flooding or water level on or near the Premises.

(h.) Lessor makes no representation that a Lease will be offered to Lessee after the expiration of the Term and reserves the right to change the amount of annual rent due for the Premises for periods after the expiration of the Term.

7. **Prohibition of Use.** If as a result of any action of Lessee the use of the Premises, as permitted under this Lease, should at any time during the Lease term be prohibited by law or ordinance or other governmental regulation, or prevented by injunction, this Lease shall not be thereby terminated, nor shall Lessee be entitled by reason thereof to surrender the Premises or to any abatement or reduction in rent, nor shall the respective obligations of the parties hereto be otherwise affected. If through no fault or action of Lessee the use of the Premises, as permitted under this Lease, should at any time during the Lease term be prohibited by law or ordinance or other governmental regulation, or prevented by injunction, this Lease shall terminate and Lessee shall surrender the Premises and the rent shall abate as of the date Lessee vacates the Premises.

8. **Holding Over.** Should Lessee unlawfully remain in possession of the Premises after the expiration of the Lease term without the execution of the a new Lease, such holding over shall, in the absence of a written Agreement to the contrary, be deemed to have created and be construed to be a tenancy from month-to-month terminable on thirty (30) days written notice by either party to the other, subject to all the other conditions, provisions, and obligations of this lease (insofar as the same may be applicable to a month-to-month tenancy).

9. **Condition of Premises.** Lessee agrees that no representation as to condition or repair of the Premises, and no promise to alter, repair or improve the Premises has been made except as contained in this Lease. Lessee shall keep the Premises, during the term of this Lease, in good repair, and at the expiration of this Lease, yield and deliver up the Premises in like condition as when taken, reasonable wear and tear excepted.

10. **Quiet Enjoyment.** Upon Lessee's paying the rent and the utilities charges, if any, and performing all of the other provisions of this Lease, Lessor agrees that Lessee shall peacefully and quietly have, hold and enjoy the Premises during the term of this Lease.

11. **Right To Mortgage.** Lessor shall have the right to subordinate this Lease to mortgage now or hereafter placed on the Premises or the property of which the Premises is a part. At Lessor's request, Lessee shall execute and deliver such documents as may be required in order to accomplish the purposes of this section.

12. **Utilities.** Lessee shall timely pay all utility charges and any other expenses whatsoever attributable to the Premises or any improvements thereon.

13. **Storage.** No storage units of any kind whatsoever shall be placed on the Property without Lessor's prior consent. Lessee may store no more than one (1) boat owned by said Lessee on the Premises at no extra cost to Lessee unless otherwise approved in writing by Lessor or Lessor's agent.

14. **Pets.** Any pets maintained on the Premises shall at all times be kept in the cabin, on a leash or in a kennel. In no event shall dogs be allowed to bark to the extent of disturbing the peaceful enjoyment by Landlord's other tenants of their respective premises. Notwithstanding the foregoing, any pets or animals on the Premises shall at all times be subject to removal, for no reason or any reason whatsoever, immediately upon Landlord's request and in Landlord's sole discretion.

15. **Sale of Cabin/Dwelling.** Lessee shall contact Lessor's Agent if Lessee places or advertises Lessee's cabin or dwelling for sale. LESSEE ACKNOWLEDGES THAT THE LEASE IS NOT ASSIGNABLE AND ANY TRANSFEREE OF LESSEE'S CABIN/DWELLING HAS NO RIGHT TO A LEASE UNLESS APPROVED BY LESSOR'S AGENT. Prospective buyers must complete the rental application process and be offered a Lease by Lessor's Agent in order to maintain the cabin/dwelling on the Premises. **This Lease is non-assignable without written permission by Lessor's Agent. Contract sales and subleases are prohibited. Proof of purchase must be provided, contract sales are not allowed. Only one cabin per Lessee is allow.**

16. **Insurance.** Lessee agrees at all times during the term of this Lease to keep Lessee's personal property, including the cabin/dwelling and all of Lessee's other property, located on the Premises insured for the full insurable value. Such insurance shall cover losses included in the Insurance Services Official Broad Form Causes of Loss (formerly fire and extended coverage).

Lessee shall obtain general liability insurance in the amounts of \$ 300,000.00 each

occurrence. This policy shall be endorsed to include the Landlord as an additional insured.

17. **Assignment and Sublease.** Lessee shall not assign this Lease nor sublet the Premises without Lessor or Lessor's Agent prior written consent. Any request to sublet or assign the Premises shall be considered only for Part-Time occupancy. No consent will be given for occupancy of the Premises on a Full-time basis as referenced in Linn County Ordinance #33-11-2003 Amendment to the Linn County Zoning Regulations, Chapter 1, Linn County Code of Ordinances, Section 2. Amend Section 1.1.

18. **Alterations or Improvements.** No alterations, additions or improvements in, on or to the Premises or any structure currently on the Premises (including any addition to or expansion of any existing structure) shall be made shall be constructed, installed or moved on to the Premises or the Lot without the prior written permission of Lessor's Agent. If a building permit is required, the permit shall be obtained and a copy provided to Lessor's Agent before commencement of any permitted work. In any event, all alterations, additions or improvements shall be in compliance with all applicable laws, ordinances, rules and regulations.

19. **Tree Trimming or Removal.** Lessee shall not cut, trim or remove any trees without the prior approval of Lessor's Agent. If Lessor's Agent approves of any tree cutting, trimming or removal (i) all expense of such cutting, trimming or removal shall be paid by Lessee and (ii) all liability for any damage caused by any cutting, trimming or removal will be the SOLE responsibility of the Lessee. Lessee must remove debris from the tree removal in a timely matter.

20. **Amendments to Lease.** Lessor shall have the right to amend this Lease upon written notice to Lessee of not less than 90 days due to changes required by federal, state or local law or rule or regulation.

21. **Indemnity.** Lessee hereby agrees to indemnify and hold Lessor harmless against any and all liability, damages, actions, costs or expenses whatsoever, including without limitation reasonable attorneys' fees, arising out of or in any manner connected with Lessee's breach of any duty or obligation pursuant to this Lease, any use of or activity upon the Premises or the Property by Lessee or Lessee's guests, invitees or licensees, or any violation by Lessee of any applicable ordinances, laws, rules or regulations of any governmental authority, whether with or without Lessor's knowledge or consent.

22. **Eminent Domain.** If, during the term of this Lease, proceedings shall be instituted under the power of eminent domain which shall result in an eviction, total or partial, of the Lessee, at the time the trial of such proceedings shall commence, this Lease shall be void and the term above shall cease and terminate, and if the Lessee continues in possession, such Lessee shall be a Lessee from month to month, anything in this instrument to the contrary notwithstanding.

23. **Default.** If Lessee should default under this Lease, including the Ivanhoe Circle Rules and Regulations, as may be modified from time to time by Lessor and/or Lessor's Agent, Lessor shall have the right, among others, to terminate this Lease and to repossess the Premises and cause Lessee to vacate the Premises in the manner provided by law. Lessee shall pay Lessor the expenses incurred in obtaining possession of the Premises, including without reasonable limitation attorney's fees, and all other damages sustained by Lessor to the extent permitted by law. Without limiting the generality of the foregoing, Lessor may terminate the Lease and evict the Lessee for any one or more of the following acts:

- (a). Nonpayment of rent due.
- (b). Failure to comply with the Ivanhoe Circle Rules and Regulations, as may be modified from time to time by Lessor and/or Lessor's Agent.

(c.) The occurrence of any illegal, disruptive or threatening action, activity, conduct, occurrence or incident on the Property or the Premises by or involving (i) Lessee, (ii) any family member, guest, invitee, visitor or other person on the Premises or the Property with the knowledge or consent of Lessee, or (iii) any third party on the Premises or the Property, with or without the prior knowledge or permission of Lessee, for the purpose of meeting, visiting or speaking with Lessee or any family member, guest, invitee, visitor or other person on the Premises or the Property with the knowledge of Lessee.

(d.) Failure to comply with applicable local ordinances, county regulations and state laws.

24. **Removal of Lessee's Property.** Upon the termination of this Lease by lapse of time or otherwise, Lessee shall remove Lessee's personal property; provided, however, that Lessee shall repair any injury or damage to the Premises which may result from such removal, and shall restore the Premises to the same condition as prior to the installation thereof. If Lessee does not remove Lessee's personal property from the Premises prior to the expiration or earlier termination of the Lease term, Lessor may, at its option, remove the same (and repair any damage occasioned thereby) and dispose thereof or deliver the same to Lessee or warehouse the same, and Lessee shall pay the cost of such removal, repair, delivery and warehousing to Lessor on demand, or Lessor may treat such personal property as having been conveyed to Lessor with this Lease as a Bill of Sale, without further payment or credit by Lessor to Lessee.

25. **Remedies Not Exclusive.** Each of the rights provided in this Lease shall be cumulative.

26. **Severability.** If any provision of this Lease should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease, which shall continue to remain in full force and effect.

27. **Waiver.** If Lessor should waive any provisions of this Lease, it shall not be construed as a waiver of a further breach of such provision.

28. **Modifications.** Except as otherwise provided in this Lease, no modifications of this Lease shall be binding unless signed in writing by the Lessee and by Lessor or an authorized agent of Lessor.

29. **Binding Effect.** The provisions of this Lease shall be binding upon and shall be for the benefit of Lessor and Lessee and their respective successors in interest.

30. **Interpretation.** This Lease shall be construed according to the laws of the State of Iowa.

LESSOR

Heritage Property Management
as Agent for Ivanhoe Properties, LLC

By: _____

Title: _____

LESSEE

