

Justin 319-559-0512  
Erika 319-961-4247

## RESIDENTIAL LEASE AGREEMENT

This lease is made on September 29, 2019, between Clarksville Hometown Grocery, Inc. (Matt and Amanda Kampman-owners), Landlord of 402 1/2 North Main Street, City of Clarksville, State of Iowa, and Justin McGowan and Erika Spencer, Tenants of 402 1/2 North Main Street, City of Clarksville, State of Iowa.

1. The Landlord agrees to rent to the Tenant, and the Tenant agrees to rent from the Landlord the following residence:  
Apartment at 402 1/2 North Main Street  
Clarksville, IA
2. The term of this lease will be for one(1) year, beginning October 15, 2019. The Tenant will provide a minimum of thirty (30) days written notice upon vacating the residence, after the lease has expired.
3. The rental payment will be \$729.00 per month (\$700.00 plus \$350.00 (2 weeks carried for 1 year) and will be payable by the Tenant to the Landlord on the 15th day of each month beginning October 15, 2019.
4. The Tenant has paid a refundable security deposit of \$700.00, and a non-refundable pet deposit of \$300.00. The \$700.00 deposit will be held as security for the repair of any damages to the residence by the Tenant. This deposit will be returned to the Tenant within thirty (30) days of termination of the lease, minus any amounts needed to repair and/or clean the residence, but without interest, except as required by the Laws of the State of Iowa. The Tenant has inspected the residence and has found it satisfactory. The Tenant agrees to maintain the residence and surrounding outside area in a clean and sanitary manner and not to make any alterations to the residence without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the residence in the same condition other than normal wear and tear.
5. The Tenant also agrees not to conduct any type of business in the residence, nor store or use any dangerous or hazardous materials. The Tenant also agrees to comply with all rules, laws, and ordinances affecting the residence, including all applicable provisions of the Laws of the State of Iowa. The Tenant agrees that there is no smoking in the residence, stairways, garages, or any other enclosed areas of the property. The Tenant agrees that no person shall be allowed on the roof in a non-emergency situation. Any person on the roof will be cause for immediate termination without notice, as well as any smoking in the residence, stairways, garages, or any other enclosed areas.
6. The Landlord agrees to supply the following utilities to the Tenant:  
Water, Electricity, Gas, and Garbage.
7. The Tenant agrees to obtain and pay for the following utilities:  
Any other utilities not listed.
8. The Tenant agrees not to sub-let the residence or assign the Lease without the Landlord's written consent. The Tenant agrees to allow the Landlord reasonable access to the residence for inspection and repair. The Landlord agrees to enter the residence only after notifying the Tenant in advance, except in an emergency.
9. If the Tenant fails to pay the rent on time, or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default. If the violation or default is not corrected, the Landlord will have the right to terminate this lease in accordance with state law. The Landlord will also have the right to re-enter the residence and take possession of it and to take advantage of any other legal remedies available under all applicable provisions of the Laws of the State of Iowa.
10. As required by the law, the Landlord makes the following statement: "Radon gas is a naturally-occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal or state guidelines have been found in buildings in the state. Additional information regarding radon gas testing may be obtained from your county health department."
11. As required by law, the Landlord makes the following LEAD WARNING STATEMENT: "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage,

including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses particular threat to pregnant women."

LANDLORD'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards:

Known lead-based paint and/or paint hazards are present in the building.

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the building.

RECORDS AND REPORTS AVAILABLE TO LANDLORD

Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards that are present in the building.

Landlord has no records and reports pertaining to lead-based paint and/or lead-based hazards in the building.

TENANT'S ACKNOWLEDGEMENT

Tenant has received copies of all information listed above

Tenant has received the publication "Protect Your Family From Lead".

Tenant has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in the building.

The Landlord and Tenant have reviewed the information above and certify, by their signatures at the end of this Lease, to the best of their knowledge, that the information they have provided is true and accurate.

12. The parties agree that this Lease is the entire agreement between them and that no terms of this Lease may be changed except by written agreement of both parties. This lease is intended to comply with any and all applicable laws relating to the landlord and tenant relationship in the State of Iowa. This Lease binds and benefits both the Landlord and the Tenant and any successors, representatives, or assigns. This Lease is governed by the State of Iowa.

Amanda Kampman 9/29/19  
Max Kampman 9-29-19  
Signature(s) of Landlord(s)      Date

Erika Sephard  
[Signature] 9-29-19  
Signature(s) of Tenant(s)      Date

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**Comments:**

The subject is a free standing mixed use building with a grocery store and small retail space on the main floor plus a three-bedroom apartment on the second floor. It was originally constructed in 1920 with additions in 1940, 1950, 1962 and 1975. Recent improvements include a new steel roof, updated exterior consisting of brick, light steel, vinyl lap siding plus some newer single pane store-front windows.

The grocery store covers approximately 5,460 square feet and contains display areas, a sales counter, small office, small seating area, one restroom plus storage areas. This area has been improved with some new lighting, fresh paint plus some newer floor coverings.

There is also a small retail area on the main floor that was formerly leased to a salon. This space contains approximately 800 square feet and with a lobby, one restroom and two small offices. This space contains some newer floor coverings and fresh paint.

The second floor apartment covers 1,512 square feet with three bedrooms, a living room kitchen, laundry and dining area. The apartment has some newer floor coverings and fresh paint.

Recent improvements to the subject include a new steel roof, updated façade and newer mechanicals.

The site contains approximately 4,000 square feet of asphalt paving in average condition plus some gravel parking areas. There are also a lighted pole sign on the site plus exterior lighting mounted on the building.

Overall the improvements are in above-average condition for their age and use.