AFFIDAVIT

STATE OF IOWA)
) SS.
COUNTY OF Delaware)

I, David Loecke, having been first duly sworn on oath, depose and state as follows:

That I am the duly appointed and acting Clerk of the Adams Township Trustees for Delaware County, Iowa;

That I have the care, custody and control of the official Trustee records of Adams Township, Delaware County, Iowa;

That attached hereto and incorporated herein by this reference is a true and correct copy of the following:

> Exhibit A, Decision of Adams Township Trustees dated July 21, 1992, issued pursuant to viewing of drainage system pursuant to recorded easement and request from Mr. William Drummy.

David J Loecke

DAVID LOECKE
CLERK, ADAMS TOWNSHIP TRUSTEES
DELAWARE COUNTY, IOWA

Subscribed and sworn to before me by **DAVID LOECKE** whom I know to be the Clerk of the Adams Township Trustees, Delaware County, Iowa, on this 18 day of August, 1994.

DELAWARE COUNTY IOWA

Notary Public in and for the State of Iowa

R.W. NIEMAN, Clerk District Court

FILE No. 64-638
RECORDING FEE $ 11.00
TRANSFER FEE $

FILED FOR RECORD THE 30 DAY OF Aug, 1994 AT 3:07 O'CLOCK P. M. BOOK 18 PAGE 16

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Aff.

On the 20th of July, 1992, the undersigned Adams Township Trustees did, pursuant to recorded easement and request from Mr. William Drummy, view a drainage system on the property of Mr. John Henderson, and do hereby make this decision:

CORRECTIVE MEASURES

1. John Henderson to remove all trees, brush and stumps which are located on his property within 75 feet laterally of Mains A, B, A-1 and A-2 as designated in the June 20, 1968 Drainage Easement and Agreement.

2. John Henderson to repair all plugs in the tile Mains described above which are located on his property and to replace all damaged and broken tile.

3. John Henderson to repair the opening in Mains A-1 and A-2 located on his property after the plugs below those points have been repaired and to cover the openings with dirt to avoid the irrigating effect that is presently occurring.

4. John Henderson to fill the canal around the drainage structure with dirt so as to avoid the bypass of the structure. The expense of this to be shared by all according to Agreement, Section 4, Paragraph I.

5. All of the above-described work shall be done by an experienced and reputable excavating and tiling contractor approved by S.C.S. in a workman-like manner and work to begin immediately or as soon as possible and completed within a reasonable time.

6. John Henderson to clip the area described in Paragraph 1 above by September 1st each year as to avoid the regrowth of brush and trees.

7. The Trustees shall retain jurisdiction of this matter until items 1 through 4 above have been completed.

8. The Township Trustees and Clerk shall be paid for their time and expenses by the parties to the original Drainage Easement and Agreement and their successors in interest with the costs to be shared equally pursuant to Paragraph 6 of the Agreement. The total sum to be paid to the Trustees for their time and expenses to date is $ 543.32 . This sum shall be advanced by Drummy Bros., Inc., and each party to the Agreement and their successor in interest shall pay their equal share to Drummy Bros., Inc., within 30 days of the date of this decision.

Dated this the 21st day of July, 1992.

David Loecke, Clerk

David Eiby, Trustee

Paul Robinson, Trustee

Leslie Lyness, Trustee

EXHIBIT A