THE IOWA STATE BAR ASSOCIATION
Official Form No. 142

James T. Peters ISBA # 8038

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

S-182; S-174;
S-175; 89-162
S-240; S-203

Entered for taxation 20th day
of August A.D. 2004
Sharon McCrabb, Auditor
By Deb Becker, Deputy
S-203

AUDITOR FEE $ 10.00
RECORDER FEE $ 37.00

DELAWARE COUNTY IOWA
FILED
2004 JL 13 PM 3:38
BOOK 402 PAGE 258
DEBORAH L. PEYTON
DELAWARE CO. RECORDER

Preparer Information James T. Peters, 309 1st Street East, P.O. Box 774, Independence, IA 50644, (319) 334-9992
Individual's Name | Street Address | City | Phone

Address Tax Statement: City of Manchester, 208 East Main Street, Manchester, IA 52057

SPACE ABOVE THIS LINE FOR RECORDER

REAL ESTATE CONTRACT- INSTALLMENTS

IT IS AGREED this 30 day of June, 2004, by and between Delaware County Fish and Game Protective Association, aka Fish and Game Association, aka Delaware County Fish and Game Protective Association, Inc., aka Delaware County Fish and Game Association of the County of Delaware, State of Iowa, Sellers; and City of Manchester, Iowa

of the County of Delaware, State of Iowa, Buyers;

That the Sellers, as in this contract provided, agree to sell to the Buyers, and the Buyers in consideration of the premises, hereby agree with the Sellers to purchase the following described real estate situated in the County of Delaware, State of Iowa, to-wit:

SEE ATTACHED EXHIBIT "A"

together with any easements and servient estates appurtenant thereto, but with such reservations and exceptions of title as may be below stated, and certain personal property if and as may be herein described or if and as an itemized list is attached hereto and marked "Exhibit A" all upon the terms and conditions following:

1. TOTAL PURCHASE PRICE. The Buyers agree to pay for said property the total of $ 5,000.00 due and payable at 208 East Main Street. Manchester, Delaware County, Iowa, as follows:

(a) **DOWN PAYMENT** of $ 0 **RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED:** and

(b) **BALANCE OF PURCHASE PRICE.** $ 5000 00, as follows:

The City of Manchester, Iowa, shall pay $1,000 on or before 7/15/04; $1,000 on or before 7/15/05; $1,000 on or before 7/15/06; $1,000 on or before 7/15/07; and $1,000 on or before 7/15/08.

2. POSSESSION. Buyers, concurrently with due performance on their part shall be entitled to possession of said premises on the 1 day of July, 2004; and thereafter so long as they shall perform the obligations of this contract. If Buyers are taking subject to the rights of lessees and are entitled to rentals therefrom on and after date of possession, so indicate by "yes" in the space following _____.

3. TAXES. Sellers shall pay N/A

and any unpaid taxes thereon payable in prior years. Buyers shall pay any taxes not assumed by Sellers and all subsequent taxes before same become delinquent. Whoever may be responsible for the payment of said taxes, and the special assessments, if any, each year, shall furnish to the other parties evidence of payment of such items not later than July 15 of each year. **Any proration of taxes shall be based upon the taxes for the year currently payable unless, the parties state otherwise.** (Decide, for yourself, if that formula is fair if Buyers are purchasing a lot with newly built improvements).

4. SPECIAL ASSESSMENTS. Sellers shall pay the special assessments against this property:

~~(a) Which, if not paid, in the year _____, would become delinquent and all assessments payable prior thereto.~~

~~(b) Which are a lien thereon as of _____ (Date).~~

(c) Including all sewage disposal assessments for overage charge heretofore assessed by any municipality having jurisdiction as of date of possession.

Buyers, except as above stated, shall pay all subsequent special assessments and charges before they become delinquent.

5. MORTGAGE. Any mortgage or encumbrance of a similar nature against the said property shall be timely paid by Sellers so as not to prejudice the Buyers' equity herein. Should Sellers fail to pay, Buyers may pay any such sums in default and shall receive credit on this contract for such sums so paid. MORTGAGE BY SELLERS. Sellers, their successors in interest or assigns may, and hereby reserve the right to at any time mortgage their right, title or interest in such premises or to renew or extend any existing mortgage for any amount not exceeding _____% of the then unpaid balance of the purchase price herein provided. The interest rate and amortization thereof shall be no more onerous than the installment requirements of this contract. Buyers hereby expressly consent to such a mortgage and agree to execute and deliver all necessary papers to aid Sellers in securing such a mortgage which shall be prior and paramount to any of Buyers' then rights in said property. DEED FOR BUYERS SUBJECT TO MORTGAGE. If Buyers have reduced the balance of this contract to the amount of any existing mortgage balance on said premises, they may at their option, assume and agree to pay said mortgage according to its terms, and subject to such mortgage shall receive a deed to said premises; or Sellers, at their option, any time before Buyers have made such a mortgage commitment, may reduce or pay off such mortgage. ALLOCATED PAYMENTS. Buyers, in the event of acquiring this property from an equity holder instead of a holder of the fee title, or in the event of a mortgage against said premises, reserve the right, if reasonably necessary for their protection to divide or allocate the payments to the interested parties as their interests may appear. SELLERS AS TRUSTEES. Sellers agree that they will collect no money hereunder in excess of the amount of the unpaid balance under the terms of this contract less the total amount of the encumbrance on the interest of Sellers or their assigns in said real estate, and if Sellers shall hereafter collect or receive any moneys hereunder beyond such amount, they shall be considered and held as collecting and receiving said money as the agent and trustee of the Buyers for the use and benefit of the Buyers.

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6. **INSURANCE.** Except as may be otherwise included in the last sentence of paragraph 1(b) above, Buyers as and from said date of possession, shall constantly keep in force insurance, premiums therefore to be prepaid by Buyers (without notice or demand) against loss by fire, tornado and other hazards, casualties and contingencies as Sellers may reasonably require on all buildings and improvements, now on or hereafter placed on said premises and any personal property which may be the subject of this contract, in companies to be reasonably approved by Sellers in an amount not less than the full insurable value of such improvements and personal property or not less than the unpaid purchase price herein whichever amount is smaller with such insurance payable to Sellers and Buyers as their interests may appear. Sellers' interest shall be protected in accordance with a standard ot union-type loss payable clause. BUYERS SHALL PROMPTLY DEPOSIT SUCH POLICY WITH PROPER RIDERS WITH SELLERS for the further security for the payment of the sums herein mentioned. In the event of any such casualty loss, the insurance proceeds may be used under the supervision of the Sellers to replace or repair the loss if the proceeds be adequate; if not, then some other reasonable application of such funds shall be made; but in any event such proceeds shall stand as security for the payment of the obligations herein.

7. **CARE OF PROPERTY.** Buyers shall take good care of this property; shall keep the buildings and other improvements now or hereafter placed on the said premises in good and reasonable repair and shall not injure, destroy or remove the same during the life of this contract. Buyers shall not make any material alteration in said premises without the written consent of the Sellers. Buyers shall not use or permit said premises to be used for any illegal purpose.

8. **LIENS.** No mechanics' lien shall be imposed upon or foreclosed against the real estate described herein.

9. **ADVANCEMENT BY SELLERS.** If Buyers fail to pay such taxes, special assessments and insurance and effect necessary repairs, as above agreed, Sellers may, but need not, pay such taxes, special assessments, insurance and make necessary repairs, and all sums so advanced shall be due and payable on demand or such sums so advanced may, at the election of Sellers, be added to the principal amount due hereunder and so secured (For Buyers' rights to make advancements, see paragraph 5 above.)

10. **JOINT TENANCY IN PROCEEDS AND SECURITY RIGHTS IN REAL ESTATE.** If and only if, the Sellers immediately preceding this sale, hold the title to the above described property in joint tenancy, and such joint tenancy has not later been destroyed by operation of law or by acts of the Sellers, this sale shall not constitute such destruction and the proceeds of this contract, and any continuing and/or recaptured rights of Sellers in said real estate, shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and Buyers, in the event of the death of one of such joint tenants, agree to pay any balance of the proceeds of this contract to the surviving Seller (or Sellers) and to accept deed solely from him or them consistent with paragraph 14 below unless and except this paragraph is stricken from this agreement.

11. **SELLERS.** Spouse, if not titleholder immediately preceding this sale, shall be presumed to have executed this instrument only for the purpose at relinquishing all rights of dower, homestead and distributive share and/or in compliance with section 561.13 Code of Iowa, and the use of the word "Sellers" in the printed portion of this contract, without more, shall not rebut such presumption, nor in any way enlarge or extend the previous interest of such spouse in said property, or in the sale proceeds, nor bind such spouse except as aforesaid, to the terms and provisions of this contract.

12. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement. Failure to promptly assert rights of Sellers herein shall not, however, be waiver of such rights or a waiver of any existing or subsequent default.

13. **EXCEPTIONS TO WARRANTIES OF TITLE.** The warranties of title in any Deed made pursuant to this contract (See paragraph 14) shall be without reservation or qualification EXCEPT: (a) Zoning ordinances; (b) Such restrictive covenants as may be shown of record; (c) Easements of record, if any; (d) As limited by paragraphs 1, 2, 3 and 4 of this contract; (e) Sellers shall give Special Warranty as to the period after equitable title passes to Buyers; (f) Spouse if not titleholder, need not join in any warranties of the deed unless otherwise stipulated:

(g) _____
(Mineral reservations of record?)

(h) _____
(Liens?) (Easements not recorded?) (Interests of other parties?) (Lessees?)

14. **DEED AND ABSTRACT BILL OF SALE.** If all said sums of money and interest are paid to Sellers during the life of this contract, and all other agreements for performance by Buyers have been complied with, Sellers will execute and deliver to Buyers a _____ Warranty Deed conveying said premises in fee simple pursuant to and in conformity with this contract and Sellers will at this time deliver to Buyers an abstract showing merchantable title in conformity with this contract. Such abstract shall begin with the government patent (unless pursuant to the Iowa State Bar Association title standards there is lesser requirement as to period of abstracting) to said premises and shall show title thereto in Sellers as of the date of this contract; or as of such earlier date if and as designated in the next sentence. This contract supersedes the previous written offer of Buyers to buy the above described property which was accepted by Sellers on the _____ day of _____, _____. Sellers shall also pay the costs of any abstracting due to any act or change in the personal affairs of Sellers resulting in a change of title by operation of law or otherwise. If any personal property is a part of this agreement, then upon due performance by Buyers, Sellers shall execute and deliver a Bill of Sale consistent with the terms of this contract. Sellers shall pay all taxes on any such personal property payable in _____, and all taxes thereon payable prior thereto.

15. **APPROVAL OF ABSTRACT.** Buyers have Not examined the abstract of title to this property and such abstract is _____ accepted.

16. **FORFEITURE.** If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

17. **FORECLOSURE AND REDEMPTION.** If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings: all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successor in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

18. **ATTORNEY'S FEES.** In case of any action, or in any proceedings in any Court to collect any sums payable or secured herein, or to protect the lien or title herein of Sellers, or in any other case permitted by law in which attorney 's fees may be collected from Buyers, or imposed upon them, or upon the above described property, Buyers agree to pay reasonable attorneys' fees.

19. **INTEREST ON DELINQUENT AMOUNTS.** Either party will pay interest at the highest legal contract rate applicable to a natural person to the other on all amounts herein as and after they become delinquent, and/or on cash reasonably advanced by either party pursuant to the terms of this contract, as protective disbursements.

20. **ASSIGNMENT.** In case of the assignment of this contract by either of the parties, prompt notice shall be given to the other parties, who shall at the time of such notice be furnished with duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this contract.

21. **PERSONAL PROPERTY.** If this contract includes the sale of any personal property, then in the event of the forfeiture or foreclosure of this contract, such property shall be considered indivisible with the real estate above described; and any such termination of Buyers' rights in said real estate shall concurrently operate as the forfeiture or foreclosure hereof against all such personal property.

22. **CONSTRUCTION.** Words and phrases herein, including acknowledgements hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. See paragraph 11 above, for construction of the word "Sellers."

23. **RELEASE OF RIGHTS.** Each of the Buyers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

24. **LEAD-BASED PAINT NOTICE.** If applicable, see attached Disclosure of Information on Lead-Based and/or Lead-Based Paint Hazards.

25. **SPECIAL PROVISIONS.**

SEE ATTACHED EXHIBIT "B"

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: 6-23-04, _____

Dated: 6-23-04, _____

Executed in duplicate or triplicate

Robert L Nelson
Delaware County Fish and Game Protective Association
Charles R Corkery
SELLERS

1849 Firefly Road, Manchester, IA 52057
SELLERS' ADDRESS

Milt L Kramer
City of Manchester, Iowa
BUYERS

208 East Main Street, Manchester, IA 52057
BUYERS' ADDRESS

STATE OF IOWA, DELAWARE COUNTY, ss:

This instrument was acknowledged before me on 6-23-04,

by, Robert L Nelson, Charles R Corkery, Delaware County Fish & Game Protective Association

Julie A Swanson, Notary Public

JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 5-23-05

On this 23rd day of June, 2004, before me, Julie A. Swanson, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Erin Rempe, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by the authority of it's City Council, as passed by the City Council, under Roll Call No. 16 of the City Council on the 24th day of May, 2004, and that Milt L. Kramer and Erin Rempe acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Julie A. Swanson, Notary Public

NOTARIAL SEAL IOWA
JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-05

EXHIBIT A

That part of Lot 1 (1) lying West of the former Manchester & Oneida Railway, Henry Acers Addition to Manchester, Iowa.

Burr Add W of Lot 1 of Lot 31A & 30 as described, Book 33 Page 20, Delaware County, Iowa, also known as all river frontage lying adjacent and west of lots 4 & 5 Subd Amended Plot of Lyman's Lakeview Court, Manchester

Lots Ten (10), Eleven (11), and Fifteen (15) of Railroad Addition to City of Manchester, and the land lying between the East line of said lots and the right-of-way of the former Manchester and Oneida Railway Company.

Lot Eight (8), Lot Nine (9), and Lot Four (4), (excepting that already owned by grantee) of Railroad Addition; all that portion lying West of the West line of the right-of-way of the former Manchester & Oneida Railway, of Lots One (1), Two (2), Three (3), Four (4), and the North Half (N 1/2) of Lot Five (5), of the North Half (N 1/2) of the Southeast Quarter (SE 1/4) and the SouthHalf (S 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-nine (29), Township Eight-nine (89) North, Range Five (5) West of the Fifth P.M., all in the City of Manchester.

Commencing at the North East corner of Lot Three (3) of the subdivision of the North East Quarter (NE 1/4) of the South West Quarter (SW 1/4) and the South Half (S 1/2) of the South East Quarter (SE 1/4) of the North West Quarter (NW 1/4) of Section Twenty-nine (29), Township Eighty-nine (89) North Range Five (5) West of the Fifth P.M. and running West along the North line of said Lot Three (3) a distance of Fifty-six (56) feet, thence South East to a point Thirty (30) feet South of the point of beginning, thence North Thirty (30) feet to point of beginning, containing 0.02 acres.

Commencing at the South East Corner of Lot Twenty (20) Henry Acers Addition to Manchester, Iowa, thence South 1.12 chains to the North line of Lot One (1) of said Addition, thence West 1.98 chains more or less to the North West Corner of said Lot One (1) thence South One (1) chain to the South line of said Addition, thence West 16 1/3 links more or less to the South East corner of Lot One Hundred Three (103) of said Addition, thence North 2.12 chains more or less to the Southwest corner of said Lot Twenty (20), thence East Two and fourteen hundreds (2.14) chains to the point of beginning.

Commencing at the Northwest corner of Lot Four (4), subdivision of the NE 1/4 SW 1/4 and S 1/2 SE 1/4 NW 1/4 of Section Twenty Nine (29), Twp. 89 North Range Five West, thence south sixty five (65) feet, thence East paralleling the North line of said Lot Four (4), one hundred ninety (190) feet, thence in a northeasterly direction to the North east corner of said Lot Four (4), one hundred and fifty five (155) feet thence west along the North line of said Lot Four (4) to the point of beginning, containing .36 acres. Subject to the flowage rights granted under the deed from E.M. Carr and wife to the Iowa Electric Company dated February 20, 1925 and recorded in Book 9, Page 126, Town Lot Deeds Records of Delaware County, Iowa.

A tract of land located in the Northwest 1/4 of the Northeast 1/4 of Southwest 1/4, Section 29, & in the Southwest 1/4 of Northeast 1/4 of Southwest 1/4, Section 29, & in the Northeast 1/4 of Northwest 1/4 of Southwest 1/4, Section 29, & in the Southeast 1/4 of Northwest 1/4 of Southwest 1/4, Section 29, each in Township 89 North, Range Five West of the 5th P.M. located in Manchester, Iowa, described as follows: Commencing at the Southeast Corner of Lot 5 in Railroad Addition to Manchester, Iowa, thence South 140 feet along a north-south-1/4-1/4-1/4 section line to the point of beginning of the tract of land being described, thence West 510 feet, thence South 32 ° 00' West 427 feet, thence South 79° 00' West, 417 feet, thence North 53° 00' West, 235 +/- feet to a north-south 1/4-1/4-1/4 section line, being a point on said 1/4-1/4-/14 section line 436 +/- feet south of the East-West 1/4 section line thru the center of said Section 29, and 1320 feet west of the north-south 1/4-1/4-1/4 Section line passing thru the east line of Lot 5 in said Railroad Addition, which establishes the southerly line of a waterway and channel which channel lies northerly of said southerly line and which channel has a width of 200 feet and 200 feet+ in places, thence South 100 +/- feet to the northerly shore line of the Maquoketa River, thence South 51° 30' East, 169 feet, thence South 36° 00' East, 183 feet, thence South 18° 00' East, 58 feet, thence South 39° 30' East 219 feet, thence South 55° 30' East, 176 feet, thence South 80° 00' East, 120 +/- feet to the north-south 1/4-1/4 section line lying between the Northwest One-Quarter of Southwest 1/4, & Northeast 1/4 of Southwest 1/4, which line is the west line of Lot 20 in Railroad Addition to Manchester, Iowa, thence South 73 feet on said line, thence North 67° 30' East, 365 +/- feet along the southerly line of said Lot 20 in Railroad Addition to its easterly terminus and to the westerly line of Lot 19 in said Railroad Addition, thence South 47° 00' East, 348 +/- feet to south line of said Lot 19, thence East 72.6 feet along the south line of said Lot 19 to east line of said Lot 19, thence North along the east line of said Lot 19 , Lot 14, Lot 12 & part of Lot 7 a distance of 1180 +/- feet to point of beginning, and containing 21.362 acres, more or less, subject to covenants and agreements hereto attached.

All that part of the unnamed public street lying directly south and below Lot Twenty (20) Henry Acer's Addition to the City of Manchester, Iowa

Commencing at the SW Corner of Lot Twenty (20) Henry Acers Add to Manchester and running thence East 38 feet thence North paralleling the West Line of said Lot Twenty (20) seventy-nine (79) feet, thence West thirty-eight (38) feet to a point seventy-four (74) feet North of the point of beginning, thence South seventy-four feet to point of beginning.

Also commencing at the SE corner of Lot one hundred and three (103) Henry Acers Add to Manchester and running West on South line of said Lot one hundred three (103), three hundred and fifty-six (356) ft., thence North 2° East forty-four (44) feet, thence North 27° 03' East one hundred and eleven (111) Ft., thence North 63° 48' East one hundred and twelve (112) Ft., thence North 84° 22' East two hundred and five (205) Ft. to the East line of said Lot one hundred and three (103) thence South two hundred and eighteen (218) ft to the point of beginning.

Together with an easement and right of access at all times to said above described tracts of land from the lot line abutting the street directly North of said Lot one hundred and three (103) for purposes of driving to and from said above described tracts.

EXHIBIT "B"

Additional Provisions.

1. The real estate as sold "As Is". The Deed will be by Quit Claim Deed. The Seller does not warrant title nor will the Seller provide an abstract for the sale.

2. Buyer shall be responsible for all costs associated with the purchase of the real estate.

3. Buyer is required to erect and maintain a sign upon the real estate reading "Delaware County Fish and Game Wild Life Area" for a period of twenty (20) years. This provision shall be binding upon the parties thereto, their heirs, successors and assigns and shall be ~~perpetual~~ and run with the land.

BP au ef

DELAWARE COUNTY FISH AND GAME PROTECTIVE ASSOCIATION, aka FISH AND GAME ASSOCIATION, aka DELAWARE COUNTY FISH AND GAME PROTECTIVE ASSOCIATION, INC., aka DELAWARE COUNTY FISH AND GAME ASSOCIATION

By Charles R Corkery
Charles R. Corkery

By Robert L Nelson
Robert L.Nelson

CITY OF MANCHESTER

By