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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared by & return to: Carr & Carr Attorneys PO Box 333 Manchester, IA 52057 (563) 927-4164
Grantor: Stephen Richter; Delhi Recreation Association, Inc.; Briar Cliff Development Corp.
Grantee: Stephen Richter Orville C. Wellman

AFFIDAVIT

STATE OF Illinois)
Jo Daviess COUNTY) ss.

The undersigned after being duly sworn on oath, states as follows:

1. The attached contract is a true and correct copy of the original signed by myself and Orville C. Wellman on March 7, 1980.

2. That I signed said contract on behalf of Briar Cliff Development Corp. as its president.

3. That said contract was never recorded.

4. That a Deed was never given in fulfillment of said contract.

5. That all amounts due according to said contract have been paid in full and a Deed in fulfillment of contract should be given to Briar Cliff Development Corp. by Delhi Recreation Association, Inc.

Dated this 7th day of September, 2005.

Stephen Richter

Subscribed and sworn to before me by Stephen Richter this 7th day of September, 2005.

"OFFICIAL SEAL"
TRACY L. OSTER
Notary Public, State of Illinois
My Commission Expires 3/6/2007

Tracy L. Oster
- Notary Public in and for the State of Illinois

Legal description located on page 2

[redacted] CONTRACT

AGREED between Delhi Recreation Association, Inc., Delaware [illegible], Iowa Seller, and BAIAR CLIFF Development Corp of DELAWARE [illegible] County, Iowa, Buyer:

That Seller hereby agrees to sell and Buyer hereby agrees to buy the real estate situated in Delaware County, Iowa described as: ALL FRONTAGE ON LAKE DELHI WHICH LIES DIRECTLY ALONG PROPERTY OWNED BY ABOVE NAMED CORP IN THE NE. ¼ OF THE NE. ¼ OF SECTION 28 TOWNSHIP 88, 4 RANGE 5 WEST OF THE 5TH PRINCIPAL. 1840' WITH THE EXCEPTION OF THAT PORTION BEGINNING AT A POINT 200' S.W. OF STAKE #310 AND CONTINUING NORTHERLY ON THE INTERSTATE POWER CO LINE TO STAKE #312 AND THAT PORTION WILL EXTEND ONLY 75' IN A WESTERLY DIRECTION FROM THE INTERSTATE POWER CO LINE TOWARD THE WATER. NO [redacted] PERMANENT STRUCTURES TO BE PLACED ON SAID 75' OTHER NORMAL EASEMENTS TO BE INCLUDED ON PLAT CONTRACT.

together with all [illegible] and servient estate appurtenant thereto, upon the following terms: THAT Buyer will ALLOW AN EASEMENT ACROSS HIS PROPERTY FOR THE REMOVAL OF FILL, IF THE LAKE ASSN., DOES REMOVE FILL AT ANY TIME IN THE FUTURE.

1. TOTAL PURCHASE PRICE for said property is in the sum of THREE THOUSAND TWO HUNDRED NINETY EIGHT Dollars ($3298.00) of which THREE HUNDRED [redacted] NINETY NINE Dollars ($ 349.90) has been paid herewith, receipt of which is hereby acknowledged by Seller and Buyer agrees to pay the balance to Seller at Delhi, Iowa as follows:

$ 349.90 one year from the execution date of this contract and $ 349.90 on the same date each year thereafter until the entire amount be paid. Same shall be interest free unless default occurs and interest shall then be at the rate of nine per cent (9%) per annum from the date of default.

2. TAXES. Buyer agrees to pay all taxes now due or hereafter due and owing.

3. POSSESSION. Seller agrees to give Buyer possession upon the execution of this contract.

4. DEED: Upon full payment Seller shall transfer said property by Quit Claim Deed and Buyer shall pay all expenses of transfer.

5. MISCELLANEOUS. Seller hereby reserves all flood plain rights in connection with the water impoundment called Lake Delhi and the Buyer does hereby release Seller from any and all liability with regard to the flooding of the property stated in this contract.

6. TIME, DEFAULT AND REMEDIES. If Buyer fail to perform this agreement in any respect, time being made the essence of this agreement, then Seller may forfeit this contract as provided by Chapter 656 of the Iowa Code and all payments made and improvements made on said premises shall be forfeited or Seller may declare the full balance owing due and payable and proceed by suit at law or in equity to foreclose this contract, in which event Buyer agrees to pay costs and attorney fees and any other expense incurred by Seller.

DATED this 7th day of MARCH, 1980

All Quit claim Deed lease
1. flowage right
2 all easements to continue
3 Can not change frontage without permission.

Seller: [illegible] Keller President

Buyer: Bill O Williams