Book 2007 Page 1502
Document 2007 1502 Type 06 010 Pages 2
Date 5/11/2007 Time 4:02:52PM
Rec Amt $12.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared by & Return to: Steven E. Carr, PO Box 333, Manchester, IA 52057 (563) 927-4164

AFFIDAVIT

STATE OF IOWA)
) ss.
DELAWARE COUNTY)

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

1. This Affidavit relates to the following described real estate:

Parcel A In The SW¼ Of The SW FR¼ Section Six (6), Township Eighty-Eight North (T88N), Range Five West (R5W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 6 Plats, Page 193.

2. That the undersigned was a grantee in a Deed dated February 19, 1997 and filed for record February 19, 1997 in Book 137, Page 365.

3. That this was given in fulfillment of a contract entered into between the same parties named in said deed.

4. That said deed referenced "Exhibit A" attached to the contract.

5. That attached hereto is a true and correct copy of "Exhibit A" that was attached to the contract.

Dated this 11 day of May, 2007.

Richard J. Foust
Richard Foust

Subscribed and sworn to before me by Richard Foust this 11th day of May, 2007.

Steven E. Carr
Steven E. Carr - Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
STEVEN E. CARR
COMMISSION NO. 713328
MY COMMISSION EXPIRES
10-30-07

EXHIBIT "A"

17. ADDITIONAL PROVISIONS.

1. Buyers agree to hire individuals with handicaps for a period of one (1) year subsequent to the date of possession; Buyers shall cooperate fully with Sellers in providing jobs for handicapped individuals for one (1) year in order to prevent Sellers from being required to refund grant money to the State of Iowa; Buyers shall cooperate fully with Sellers to this end;

2. Buyers agree to allow Sellers to continue to place two drop boxes for recycling purposes on the real estate being purchased under this Agreement until both parties agree, in writing, to their removal;

3. These additional provisions are binding upon the parties hereto, their heirs, successors and assigns and will survive for the time period and conditions set forth herein regardless of the delivery of a Warranty Deed from Sellers to Buyers and are a material consideration in this transaction;

4. It is the intention of Buyers named herein to acquire this property as part of a tax-deferred exchange, as defined in Internal Revenue Code Section 1031. All right, title, and interest in said Purchase Agreement will be assigned by the Buyers to a qualified intermediary for the purpose of facilitating said tax-deferred exchange in accordance with Internal Revenue Service Code and Regulations. Seller agrees to cooperate with the Buyers and with said qualified intermediary by executing any documentation reasonably necessary to affect said exchange. In doing so, the Seller shall bear no additional cost nor liability as a result of the Buyers' intent to exchange this property. Performance under this Purchase Agreement is not conditioned on the Buyers' ability to affect said exchange.