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Recorded: 5/28/2020 at 11:20:47.0 AM
County Recording Fee: $12.00
Iowa E-Filing Fee: $3.22
Combined Fee: $15.22
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 1670

BILL OF SALE

Return Document To: Peter D. Arling, O'Connor & Thomas, PC, 1000 Main Street, Dubuque, Iowa 52001
Preparer Information: Peter D. Arling, O'Connor & Thomas, PC, 1000 Main Street, Dubuque, Iowa 52001, Phone: (563) 557-8400 (pan)
Address Tax Statement: HWMRE 1, LLC 22140 261st Street, Delhi, IA 52223

For the consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, HARTWICK MARINA, INC., an Iowa corporation, ("Seller") does hereby sell, transfer and assign to HWMRE 1, LLC, an Iowa limited liability company, ("Buyer") the following described personal property, Delaware County, State of Iowa

All buildings, improvements, furniture, fixtures, boat lifts, boat docks, boat ramps, gas tanks, pumps, machinery and equipment located upon the following described real estate situated in Delaware County, Iowa:

Parcel U, Part of the NW ¼-NW ¼ Sec. 30, T88N, R4W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2004, Page 1752.

This Bill of Sale is exempt according to Iowa Code 428A.2(21).

Seller hereby covenants with Buyer that Seller is the owner of said personal property, that Seller has good and lawful authority to sell, transfer, and assign the same and that the same is free and clear of all liens, security interests and encumbrances except as may be above stated; and Seller covenants to warrant and defend said personal property against the lawful claims of all persons except as may be above stated.

SELLER HEREBY SELLS, TRANSFERS AND ASSIGNS SAID PERSONAL PROPERTY IN "AS IS" CONDITION. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE IN REGARD TO SAID PERSONAL PROPERTY ARE HEREBY EXCLUDED. THERE ARE NO WARRANTIES OF FITNESS WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

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CERTIFICATION. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

Dated on May 28, 2020.

HARTWICK MARINA, INC., Seller

By: _____
Christopher G. Stender, its President

HWMRE 1, LLC, Buyer

By: _____
Christopher G. Stender, its Manager

REPRESENTATIVE CAPACITY ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on May 28, 2020, by Christopher G. Stender as President of HARTWICK MARINA, INC.

LARRY R. HILLERS
Commission Number 004824
My Commission Expires
April 07, 2023

Signature of Notary Public

STATE OF IOWA, COUNTY OF DELAWARE

This record was acknowledged before me on May 28, 2020, by Christopher G. Stender as Manager of HWMRE 1, LLC.

LARRY R. HILLERS
Commission Number 004824
My Commission Expires
April 07, 2023

Signature of Notary Public