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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

28E AGREEMENT

Preparer information: Carla K. Becker, Delaware County Auditor
301 E Main Street, Manchester, Iowa 52057
563-927-4701

Taxpayer information: Carla K. Becker, Delaware County Auditor
301 E Main Street, Manchester, Iowa 52057
563-927-4701

Return Document to: Carla K. Becker, Delaware County Auditor
301 E Main Street, Manchester, Iowa 52057
563-927-4701

Grantors:
Delaware County, Iowa

Grantees:
Lake Delhi Combined Recreational Facility and Water Quality District

Legal Description is located on page: Exhibit C, Page 16

Document or instrument number of previously recorded documents:

28E AGREEMENT

This 28E AGREEMENT (the "Agreement") is entered into this 21st day of January, 2014, by and between the Lake Delhi Combined Recreational Facility and Water Quality District (the "District") and the County of Delaware, Iowa (the "County").

WHEREAS, the District is a combined recreational facility and water quality district organized and existing under Chapter 357E of the Code of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E, as amended; and

WHEREAS, the County is municipal corporation organized and existing under the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E, as amended; and

WHEREAS, public agencies may enter into an agreement for joint and cooperative action pursuant to Iowa Code Chapter 28E, as amended; and

WHEREAS, certain parts of the District were severely damaged or destroyed during a disaster as defined in Iowa Code Section 292C.2; and

WHEREAS, the County wishes to make one or more grants to the District in order to provide financial assistance for a portion of the redevelopment of the Lake Delhi site damaged during the disaster, consisting of the construction, restoration and improvement of the spillway facilities located within both the District and the County; and

WHEREAS, the District and the County desire to enter into an agreement under Chapter 28E, for the purpose of defining their respective rights and obligations in connection with the overall redevelopment project at Lake Delhi, consisting of the construction, restoration and improvement of the dam and spillway and the construction of certain public amenities, the sum of which the parties have jointly determined is of mutual benefit to the District and the County.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the parties, the District and the County hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to facilitate the joint exercise of the parties' respective powers to construct, restore and rebuild a dam and spillway located within both the District and the County, and to provide public recreational facilities for the use and enjoyment by the constituencies of both parties.

2. **GOVERNANCE/ADMINISTRATION.** No separate legal or administrative entity shall be created for the governance or administration of the terms or subject matter of this Agreement. No joint board shall be established. This Agreement will be administered by the Board of Trustees of the District, on behalf of the District, and the Board of Supervisors of the County, on behalf of the County.

3. **PROJECT.** The project shall consist of constructing, restoring, replacing and improving the dam and spillway facilities located within both the District and the County (the "Project"). Plans for the Project are attached hereto as Exhibit A. The cost of the Project is expected to be approximately $15.3 million.

4. **DURATION.** This Agreement becomes effective when approved by the Board of Trustees of the District and the Board of Supervisors of the County, and is electronically filed with the Secretary of State of Iowa, in accordance with the provisions of Iowa Code Section 28E.8 (2013). This Agreement shall remain in effect until it is terminated pursuant to a mutual agreement of the Parties, or is terminated earlier in accordance with the terms of this Agreement.

5. **FINANCING.** For and in consideration of the obligations being assumed by the District hereunder, and in furtherance of the goals and objectives of this Agreement, subject to Section 6 hereof, the County agrees to make grant payments to the District ("Grant Payments") throughout construction of the Project as outlined in this Section 5.

   5.1. The County shall make Grant Payments to the District for a portion of the Project costs arising out of the repair, restoration and improvement of the spillway located at Lake Delhi, with the County's contribution not to exceed $2,999,999.

   5.2. Until $2,999,999 has been paid in aggregate, and upon receipt of an invoice for costs associated with the spillway portion of the Project that has been approved and paid by the Board of Trustees for the District, the County shall make a Grant Payment equal to 50% of each invoice amount. The District shall submit to the County invoices for costs associated with the spillway within forty-five (45) days of the District's payment of such invoice. The County shall make payment to the District of 50% of each invoice within thirty (30) days of the County's receipt of request for reimbursement. Grant payments shall not begin until the District has filed approved Phase I and Phase II DNR permits and local flood plain permits for the Project with the Board of Supervisors. In addition, the County will, on a one-time basis, consider requests for reimbursement from the District for expenses incurred prior to the effective date of this Agreement. In order to qualify for reimbursement for expenses already incurred, the District must submit to the County such invoices within 45 days of receiving said permit approvals for the Project from the DNR and local officials.

   5.3. The District agrees that it will cause the Project to be constructed in conformance with the Plans attached as Exhibit A in order to receive the Grant Payments provided for in this Section.

6. **CONDITIONS TO GRANT PAYMENTS.**

   6.1. Public Amenities. In consideration for the Grant Payments to be made under this Agreement, the District agrees that in connection with the Project, the District shall reimburse the County for a portion of the costs incurred by the County in constructing

certain public amenities as described in the plans and cost estimate attached to this Agreement as Exhibit B ("Public Amenity Improvements").

The cost to construct the Public Amenity Improvements shall be shared by both the District and the County. The District agrees to pay 50% of each invoice for net costs paid by the County which are associated with the Public Amenity Improvements submitted to the District by the County for reimbursement, up to a maximum amount not to exceed $350,000. The District shall reimburse the County for such invoices within 30 days of receipt from the County.

The County will not use any bonds or finance issuance pursuant to Iowa Code Section 331.441 for payments made for the Public Amenity Improvements pursuant to this Section 6.1.

6.2. Usage of Public Amenities. It is intended by both parties that the public amenities described in Section 6.1 above shall be made available for public use and free to all persons.

6.3. Signage. Signage regarding public access shall reflect the joint investment made by the District and the County, and will be agreed to by both parties.

6.4. Trail. A further consideration for the Grant Payments, the District agrees that as part of the Project it shall construct a trail which allows portage of canoes, kayaks, and inflatable craft so that recreational users can bypass Lake Delhi dam and spillway while using the Maquoketa river trail.

6.5. Real Property. Project property shall be administered subject to the provisions of this Agreement, and shall remain with the District or other political subdivision of the State of Iowa after termination of this Agreement, except as otherwise stated in this Agreement.

6.6. Transfer of Turtle Creek Cove. In consideration of the County's obligations hereunder, the District shall transfer to the County and the County shall accept from the District those certain parcel(s) of real property which are legally described on Exhibit C attached hereto (▪Turtle Creek Cove•), together with all easements, tenements, hereditaments, and appurtenances belonging thereto and all buildings, structures, and other improvements erected or placed at Turtle Creek Cove, on the following terms and conditions:

6.6.1. The District shall deliver to the County a duly recordable, Quit Claim Deed for Turtle Creek Cove (upon terms and conditions, and in the form attached as Exhibit D to this Agreement, which such terms and conditions are herein incorporated by this reference) conveying to the County marketable fee simple title to Turtle Creek Cove and all rights appurtenant thereto, subject only to the encumbrances acceptable to the County.

6.6.2. The Closing on Turtle Creek Cove shall take place as soon as reasonably possible, but in no event later than January 21, 2014.

6.6.3. Until the transfer of Turtle Creek Cove, the District shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to Turtle Creek Cove and any and all persons, and all property from and connected to Turtle Creek Cove.

6.6.4. The District warrants that, to the best of its knowledge and except as would be expected to have a material adverse effect, the District is not in violation of, in connection with its ownership, use, maintenance or operation of Turtle Creek Cove, any applicable federal, state, county, or municipal or local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses and permits of any governmental authorities relating to environmental matters (being hereinafter collectively referred to as the "Environmental Laws") or any other applicable environmental standards or requirements. The District agrees to hold the County harmless from any and all claims, actions, or liability that may arise from an environmental contamination issue at Turtle Creek Cove that arose or arises prior to closing. Without limiting the foregoing, this warranty and hold harmless agreement shall include any substances in the air, soil or groundwater coming with the definition of hazardous waste or substances, pollutants or contaminants under any state or federal or local law, rule or regulation, including without limitation asbestos and polychlorinated biphenyls, or the presence of any underground storage tanks or contamination of any kind. The representations, warranties and hold harmless provisions set forth in this Section 6.6.4. shall survive the closing for a period of three (3) years.

6.7. Public Bidding. In order to be eligible for the Grant Payments described in this Agreement, the District shall comply with Chapter 26 of the Iowa Code, as amended, and any other state or federal laws, rules and regulations that may apply with respect to construction of the Project.

6.8. Construction. The District shall be responsible for administering construction of the Project to completion, including, but not limited to:

6.8.1. Providing a contact person responsible for coordinating and facilitating dissemination of information regarding the Project to the County as reasonably requested by the County;

6.8.2. Securing up-front financing for the Project and the District's expense portion of the Public Amenity Improvements, by providing to the County proof, in the form of one or more binding firm commitments, of financing for acquisition of the land, construction and engineering costs.

6.8.3. Processing and paying the invoices associated with construction of the Project and maintaining a budget for the Project.

7. **REPRESENTATIONS AND WARRANTIES.**

7.1. Authorization. Each party to this Agreement represents and warrants to the other that:

7.1.1. It has the right, power, and authority to enter into and perform its obligations under this Agreement.

7.1.2. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Agreement; and this Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

7.2. Compliance with Laws. The District will comply with all state, federal and local laws, rules and regulations relating to the construction and operation of the Project and will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals necessary to construct the Project. Neither party shall, at any time or times during the Agreement, conduct or permit any activities on or in the Project area which shall violate any federal or state constitutional, regulatory or statutory provisions and any local ordinances or policies, as applicable. If the District violates any provision of this Section 7.2, the County shall have no obligation to make any further Grant Payments to the District.

8. **MAINTENANCE AND REPAIR.** Upon completion of the Project, the routine maintenance, operation, repair and replacement costs associated therewith shall be the responsibility of the District. If ownership of the Public Amenity Improvements or any part thereof is transferred by the District to the County, then either the County or the Delaware County Conservation Board shall be responsible for any ongoing maintenance of the Public Amenity Improvements owned by the County including the dredging of Turtle Creek Cove and maintenance of any water shed silt catch basin(s). This provision shall survive the termination of this Agreement.

9. **INSURANCE, INSPECTIONS AND IMPROVEMENT FUND.**

9.1. Property Casualty Coverage. During construction of the Project the District shall insure alterations, additions, and improvements. The insurance shall be special perils coverage, or at a minimum provide coverage against all of the following losses: loss or damage by flood, fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft and vehicles, and smoke damage, in amounts equal to not less than 100% of the full insurable value of the Project agreed upon by mutual parties. The term "full insurable value" shall mean the actual replacement cost, without deduction for physical depreciation of the Builder's Risk value.

9.2. Dam Inspection. Following construction of the Project, the District will cooperate with the Department of Natural Resources (DNR) to conduct an inspection of the dam with such frequency as determined necessary by the DNR. In the event that the DNR does not conduct an inspection at least every 5 years, the District, at its sole expense, shall hire a professional engineer with experience in dams to inspect the dam. All inspection reports shall include a summary of the findings of the inspection and list any defects

identified. The District shall provide copies of all dam inspection reports with the Delaware County Board of Supervisors within 30 days of receipt. The District shall promptly remedy any defects noted in the inspections, including any follow-up directives for repairs or further investigations. The District shall provide the County with reasonable timeframes for completion of all defects and follow-up items noted, and shall use diligent efforts to comply with the timelines.

9.3. Inspection Reports. The District shall keep a permanent file containing all inspection records throughout the existence of the dam, including records of all actions take to correct deficiencies found in such inspections.

9.4. Improvement Fund. The District will maintain a fund to be known as the Lake Delhi Dam and Spillway Improvement Fund (the "Improvement Fund"). The minimum amount to be deposited in the Improvement Fund each year shall be $10,000 (beginning with fiscal year 2016-2017); provided, however, that when the amount of said deposits in said fund shall equal or exceed $150,000, no further monthly deposits need be made into the Improvement Fund except to maintain it at such level. Money in the Improvement Fund shall be used solely for the purpose of paying the cost of extraordinary maintenance expenses or repairs to the dam or spillway. Whenever it shall become necessary to use money in the Improvement Fund, the payments required above shall be continued or resumed until the Improvement Fund shall have been restored to the required minimum amount. The Improvement Fund shall not be used to cover operating expenses or discretionary capital improvements, but shall instead be used only to cover repairs and maintenance as indicated in the DNR or private engineer inspection reports as required under Section 9.2 hereof, or an unexpected casualty loss to the dam or spillway.

9.5. Liability and Property Damage Insurance. During and following construction of the Project, the District shall procure and maintain in full force a general liability insurance policy for damages for personal injury, death or property damage with minimum liability limits of $1 million for personal injury or death of each person and $2 million for personal injury or deaths of two or more persons in each occurrence, and in a minimum amount of $1 million for damage to property resulting from each occurrence.

9.6. Insurance Proceeds. If proceeds of insurance received by the District from the policies described in this Section are sufficient to repair and rebuild the Insured Premises either to substantially the same condition that they were in before the damage or destruction or to a condition which will be acceptable to County, then District shall use such proceeds to repair, rebuild and replace the Insured Premises.

9.7. Other Insurance Provisions. All insurance provided for in this section shall be effected under valid and enforceable policies issued by companies of recognized responsibility. The policies required under this section shall name the County as an additional insured and shall provide for at least thirty (30) days notice to the County before cancellation, for at least one year following completion of the Project. On the execution of this Agreement, originals of the policies, or certificates of the same issued by the respective

insurers, shall be delivered to the County. The District shall not violate, or permit to be violated, any of the conditions or provisions of any policy, and shall so perform and satisfy the requirements of the companies writing the policies that at all times companies of recognized standing shall be willing to write and continue the insurance. This Section shall survive the termination of this Agreement.

10. **INDEMNIFICATION.** To the extent authorized by law, the District agrees to indemnify and to hold the County, its elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the County, its successors and assigns, may incur or sustain a) by reason of the District's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or b) from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage arising in connection with the Project and the Public Amenity Improvements (but with respect to claims arising in connection with the Public Amenity Improvements, only those claims arising during the District's ownership of the Public Amenity Improvements).

11. **TERMINATION.**

11.1. With Cause. In the event that either party determines that the other party has defaulted in the performance of its obligations hereunder, the non-defaulting party may declare that a default has occurred and give notice thereof to the defaulting party. Notice shall specify the nature of the default and the provisions of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have thirty (30) days from the date of its receipt by Certified Mail of the notice of default to correct the default. If at the end of said thirty (30) day period the default has not been corrected, the non-defaulting party may thereupon immediately terminate the Agreement without further notice.

11.2. In the event of termination, both parties shall be relieved of all further obligations or duties beyond the date of termination, but neither party shall be relieved of its duties and obligations under this Agreement through the date of termination. No partial termination (terminating a portion of the Agreement while retaining other portions) of this Agreement shall be permitted.

12. **DEFAULT.**

12.1. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement.

12.1.1. Failure to observe and perform any covenant, representation, warranty, condition, or obligation created under the Agreement; or

12.1.2. Failure to make substantial and timely progress toward performance of the Agreement.

12.2. The following shall constitute default of the District of its obligations under this Agreement:

12.2.1. Failure by the District to cause the construction of the Project to be completed and the operations to continue pursuant to the terms and conditions of this Agreement; or

12.2.2. Transfer of the Districts' interest in the Project or the Public Amenity Improvements or any interest in this Agreement, except with respect to transfer of all or a portion of the Public Amenity Improvements to the County; or

12.2.3. The District shall (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or (ii) make an assignment for the benefit of its creditors; or (iii) admit in writing its inability to pay its debts generally as they become due; or (iv) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the District as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the District or the Insured Premises, or part thereof, shall be appointed in any proceedings brought against the District, and shall not be discharged within ninety (90) days after such appointment, or if the District shall consent to or acquiesce in such appointment; or

12.3. The holder of any mortgage on the Project, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

13. **REMEDIES.**

13.1. Remedies. Should either party default on its obligations under this Agreement, the other party may:

13.1.1. suspend its performance under this Agreement until it receives assurances from the defaulting party, that the defaulting party will cure the default and continue its performance under this Agreement;

13.1.2. terminate this Agreement;

13.1.3. take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any

obligation, agreement, or covenant of the defaulting party, as the case may be, under this Agreement.

13.2. No Remedy Exclusive. No remedy herein conferred upon or reserved is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

13.3. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

14. **DISPUTE RESOLUTION.** The parties agree that any and all actions arising out of or in connection with this Agreement or the Project shall be governed by the laws of the State of Iowa and shall be brought in the Iowa District Court for Delaware County.

15. **NO JOINT VENTURE OR OBLIGATION.** The obligations of the District and the County under this Agreement are separate obligations and are not joint obligations. No joint venture is intended or created by this Agreement.

16. **NOTICES.** All notices which the parties are authorized or required to give pursuant to this Agreement shall be mailed by Certified Mail or personally delivered to the individuals and at the addresses identified below:

If to Lake Delhi Combined Recreation and Water District:
Lake Delhi Combined Recreation Facility and Water Quality District
Lake Delhi District Trustees
712A 3rd Street
Delhi, IA 52223

If to County of Delaware, Iowa:
County of Delaware, Iowa
Attn: Board Chairperson
301 E Main Street
Manchester, Iowa 52057

17. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties and supersedes any and all previous agreements between the parties concerning this Project.

18. **AMENDMENT.** This Agreement may be amended at any time only by mutual written agreement of the parties.

19. **BINDING EFFECT.** The terms and conditions of this Agreement shall extend to and be binding upon the successors in interest of the respective parties hereto.

20. **WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of both parties, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

21. **SEVERABILITY.** If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.

22. **ASSIGNMENT.** Neither the District nor the County shall assign its interests under this Agreement without the prior written consent of the other party.

23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original.

IN WITNESS WHEREOF, the District and the County have caused this Agreement to be approved by resolutions of their respective governing bodies and have caused this Agreement to be duly executed on their behalf by their duly authorized representatives on the date first written above.

[*signature pages follow*]

LAKE DELHI COMBINED RECREATIONAL FACILITY AND WATER QUALITY DISTRICT

By: _____
Steve Leonard, Board President

By: _____
Laurie Kramer, Board Treasurer

STATE OF IOWA)
) SS:
COUNTY OF Delaware)

On this 21 day of January, 2014, before me, a Notary Public in and for the State of Iowa, personally appeared Steve Leonard and Laurie Kramer to me personally known, who being by me duly sworn, did say that they are the Board President and Board Treasurer of the Lake Delhi Combined Recreational Facility and Water Quality District; that the instrument was signed on behalf of and pursuant to authorization by the said Board of Trustees of the Lake Delhi Combined Recreational Facility and Water Quality District; and that Steve Leonard and Laurie Kramer acknowledged the execution of the instrument to be the voluntary act and deed of the Board of Trustees of the Lake Delhi Combined Recreational Facility and Water Quality District, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
ANNE RAVE
Commission Number 757587
MY COMMISSION EXPIRES
MARCH 25, 2015

Final Version

COUNTY OF DELAWARE, IOWA

By: Shirley E. Helmrichs
Shirley E. Helmrichs, Board Vice-Chairperson

By: Carla K. Becker
Carla K. Becker, County Auditor

DELAWARE COUNTY OFFICIAL SEAL IOWA

STATE OF IOWA)
) SS:
COUNTY OF Delaware)

On this 21 day of January, 2014 before me, a Notary Public in and for the State of Iowa, personally appeared Shirley E. Helmrichs and Carla K. Becker to me personally known, who being by me duly sworn, did say that they are the Vice-Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Delaware, Iowa; that the instrument was signed on behalf of and pursuant to authorization by Board of Supervisors of the County of Delaware, Iowa; and that Shirley E. Helmrichs and Carla K. Becker acknowledged the execution of the instrument to be the voluntary act and deed of the Board of Supervisors of the County of Delaware, Iowa by it and by them voluntarily executed.

Anne Rave
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
ANNE RAVE
Commission Number 757587
MY COMMISSION EXPIRES
MARCH 25, 2015

Final Version

EXHIBIT A

Lake Delhi Dam Rebuild Project - 2014

The Lake Delhi Dam Rebuild Project will restore Lake Delhi to its original lake level by rebuilding the 2010 breeched earthen dike as well as repairing and modernizing the original concrete structure constructed in 1928 by Interstate Power Co. The rebuild project plan is anticipated to be completed in two separate phases.

In general, Phase 1 work is all construction on the current concrete structure as well as the north dike connecting the concrete structure to the north embankment. Two new small cofferdams will be built, one upstream and the other downstream so that excess materials can be removed on both sides of the concrete structure. Phase 1 major components of work includes demolition of the north dike, demolition of the three original spillway gates, demolition of the obsolete mechanical and electrical systems within the concrete structure, rebuilding the four concrete piers to house three new modern spillway gates including their mechanical and electrical systems, concrete surface repair of the entire structure, rebuilding of the north dike wall, fencing, and all mechanical and electrical systems to control water flows through the dam, either automatically, semi automatically or manually.

In general, Phase 2 work is all construction on the south side of the current dam, which was lost in the breech. This work includes building the main cofferdam on the upstream side to divert the river through the restored concrete structure's spillway gates once they are ready, demotion of the existing south dike that currently remains, construction of the new south dike, construction of the new concrete labyrinth spillway and stilling basin, and all required safety equipment for the new spill-way. Also included is a stop log structure to help with gloating debris removal from the river during times of the year when this is a problem.

Estimated Cost of Dam/Spillway Project as of 1/14/2014

Construction only COST Phase 1	**$4,426,000**
Construction only COST Phase 2	**$6,812,500**
Budget for: Expected Contingencies, Engineering Costs of Phase 1/Phase 2, Onsite Engineering support for Phase 1/Phase 2, Property Acquisition, Public Access, US Army Corp. of Engineers Mitigation expenses, District Overhead/Operating Expenses.	**$4,060,100**
Total Estimated project of Dam/Spillway	**$15,298,510**
Turtle Creek Cove Budget (Maximum Allocated)	**$350,000**
Total	**$15,648,510**

Note: Estimated Costs shown do not reflect Lake Bed Dredging, Lake Bed Clean-up/ Tree Mitigation.

Estimated Source of Funds:	
State Allocation for Studies	**$350,000**
State Allocation	**$2,500,000**
State Allocation	**$2,500,000**
Lake District General Obligation Bonds	**$6,000,000**
Delaware County	**$2,999,999**
Community Fund to Rebuild Lake Delhi Cash	**$700,000**
Community Fund to Rebuild Lake Delhi pledges	**$1,000,000**
Total	**$ 16,040,000**

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EXHIBIT B

Public Amenity Improvements at Turtle Creek Park

Proposed Project Description

To aid in better public access at the Turtle Creek Park area, Delaware County will replace the bridge on 267th Street at Turtle Creek Park and realign the road. The elevation of the new bridge will be increased from the elevation of the old bridge to where water craft will be able to access the main channel of the lake much easier. The bridge and road will also be wider which will allow more efficient flow for two way traffic.

A double lane concrete boat ramp at no more than 12% to 14% slope will be installed on the eastern side of Turtle Creek Cove. Approximately 1.5 acres near the eastern ramp will be cleared, shaped, and graded to construct a rock based truck and trailer parking area, with no more than 2 1/2 % slope. Two (2) courtesy docks will be purchased and installed at the eastern boat ramp. A walking trail portage will be constructed from the parking area to the water and boat docks. One pit toilet building will be constructed with public handicap accessible access near the parking lot and east boat ramp. Approximately 10,000 cubic yards of silt material will be removed from the cove to provide boat access to deeper lake waters and the main channel of the Maquoketa River. The single lane boat ramp access at the West Turtle Creek Park will continue to be maintained for canoes and small watercraft. A beach area will be constructed on either the west or east side of the cove. If located on the on the west side of said cove, a second handicapped accessible pit toilet building will be constructed near said beach.

Cost of Items for Amenities Grant	
Boat Ramp	$26,125
Parking	$16,500
Restrooms (2)	$36,000
Courtesy Dock	$8,000
Dredging of Cove	$44,500
Beach Area	$6,000
Fish Access	$0.00
Silt Catch Basins	$36,000
Total	$173,125

Anticipated to be Eligible for Marine Fuel Tax	
Boat Ramp	$26,125
Parking	$16,500
Restrooms (1)	$18,000
Courtesy Dock	$8,000
Dredging of Cove	$44,500
Beach Area	Not Eligible
Fish Access	Not Eligible
Silt Catch Basins	Not Eligible
Total	$113,125
Cost Share 75% DNR	$84,843.75
Cost Share 25% County	$28,281.25

Road and Bridge Expenditures	$396,780.10
Total Cost	569,905.10
Less Projected Grant Receipts	-$84,843.75
Net cost of Project	485,061.35
Proposed County 50%	$242,530.68
Proposed District 50%	$242,530.67

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EXHIBIT C

Parcel 2013-35 Part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), Part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), and part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), all in Section Twenty Five (25), Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2013, Page 1676.

EXHIBIT D

Prepared By:

Information Matthew J. Hektoen 115 3rd St. SE, Suite 1200, Cedar Rapids, IA 52401 319-366-7641

Return / Send Tax Statement to:

Information: Delaware County Auditor's Office, Attn: Carla Becker, 301 E. Main Street, Manchester, IA 52057

SPACE ABOVE THIS LINE FOR RECORDER

QUIT CLAIM DEED

For One Dollar ($1.00) and other valuable consideration, and on this ___ day of January 2014 (the "*Effective Date*") LAKE DELHI COMBINED RECREATIONAL FACILITY AND WATER QUALITY DISTRICT, does hereby Quit Claim to the COUNTY OF DELAWARE, IOWA, all our right, title, interest, estate, claim and demand in the following described real estate in Delaware County, Iowa:

> Parcel 2013-35 Part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼), part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), and part of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), all in Section Twenty Five (25), Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 2013, Page 1676 of the records of the Delaware County, Iowa Recorder (the "*Property*")
>
> *This is a deed without consideration, no Declaration of Value Statement or Groundwater Hazard Statement is required under 428A.2(21).*

The conveyance of the above described real estate is subject to the following restrictions, covenants, easements and reversionary rights:

1) An easement for the benefit of Parcel L, Part of "Tract No. 4" (Plant Site), Part of the SW ¼ of the NW ¼ of Section 29, and Part of the SE ¼ of the NE ¼, Section 30, all of T88N, R4W of the Fifth P.M., Delaware County, Iowa, according to the Plat recorded in Book 7 Plats, Page 213 (the "*Dam Site*") for water flowage in, over, upon, through or below the Property together with all rights and privileges incident to the use and enjoyment of said easement, and for the permanent impoundment of water; and

2) Grantor shall have the right, but not obligation, to maintain that portion of the Property located northerly of the north right-of-way line of 267th Street, as reconstructed by Grantee or relocated in the future, including the right to re-grade, remove silt and other soils and dredge the Property irrespective of whether water has been impounded or retained over the Property; and

3) An easement for the benefit of the owner of the Dam Site to temporarily inundate the Property with waters impounded by or released from the Dam Site or any other structure now constructed or constructed in the future on the Dam Site; and

4) Grantee and its successors are restricted from changing or altering that portion of the Property located northerly of north right-of-way line of 267th Street, as reconstructed by Grantee or relocated in the future, without the prior written permission from Grantor;

5) Grantee and its successors shall take no action to convert the Property to a "Private Business Use" as defined by the Internal Revenue Code Section 141(b), as amended; and

6) Grantee and its successors shall operate the Property so as to promote public access to "Lake Delhi" and/or the Maquoketa River.

In the event Grantee or its successors breaches the covenants set forth in Sections 4, 5 and 6 above, Grantor may provide a written notice to Grantee or its successors of said breach whereupon Grantee or its successors shall have ninety (90) days to remedy said breach. In the event said breach is not remedied within said timeframe, fee simple title to the Property shall revert to the Grantor.

To the extent that the following, or any other presently known or unknown liens, restrictions or encumbrances, encumber the Property as of the Effective Date, the Grantor shall defend and hold harmless the Grantee from all costs, damages, fees (including reasonable attorney's fees) related thereto:

a) Case Number LNCV 007172, Delaware County, (Dave's Complete Construction v. LDRA);

b) Case Number LNCV 007194, Delaware County, (Dave's Complete Construction v. LDRA);

c) Case Number LNCV 007173, Delaware County, (Stahlberg v. LDRA); and

d) Case Number LNCV 007500, Delaware County, (Modern Hydro v. LDRA).

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

SIGNATURE PAGE FOR QUIT CLAIM DEED

LAKE DELHI COMBINED RECREATIONAL

FACILITY AND WATER QUALITY DISTRICT

By:_____

Steve Leonard, Board President

STATE OF IOWA)

) SS:

COUNTY OF DELAWARE)

On this _____ day of _____, 2014, before me, a Notary Public in and for the State of Iowa, personally appeared Steve Leonard to me personally known, who being by me duly sworn, did say that he is the Board President of the Lake Delhi Combined Recreational Facility and Water Quality District; that the instrument was signed on behalf of and pursuant to authorization by the said Board of Trustees of the Lake Delhi Combined Recreational Facility and Water Quality District; and that Steve Leonard acknowledged the execution of the instrument to be the voluntary act and deed of the Board of Trustees of the Lake Delhi Combined Recreational Facility and Water Quality District, by it and by him voluntarily executed.

_____

Notary Public in and for the State of Iowa

My Commission Expires:_____

SIGNATURE PAGE FOR QUIT CLAIM DEED

COUNTY OF DELAWARE, IOWA

By:_____

Shirley E. Helmrichs, Board Vice-Chairperson

By:_____

Carla K. Becker, County Auditor

STATE OF IOWA)

) SS:

COUNTY OF DELAWARE)

On this _____ day of _____, 2014 before me, a Notary Public in and for the State of Iowa, personally appeared Shirley E. Helmrichs and Carla K. Becker to me personally known, who being by me duly sworn, did say that they are the Vice-Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Delaware, Iowa; that the instrument was signed on behalf of and pursuant to authorization by Board of Supervisors of the County of Delaware, Iowa; and that Shirley E. Helmrichs and Carla K. Becker acknowledged the execution of the instrument to be the voluntary act and deed of the Board of Supervisors of the County of Delaware, Iowa by it and by them voluntarily executed.

_____

Notary Public in and for the State of Iowa

My Commission Expires:_____

Final Version