Book 2014 Page 134

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Entered for taxation 22nd day
of January AD 2014
Carla K. Becker Auditor
By P. H. Deborard Deputy

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 21st 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: _____

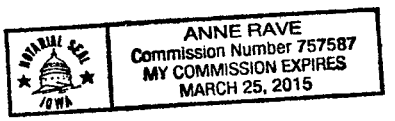
Steve Leonard, Board President

STATE OF IOWA)

) SS:

COUNTY OF DELAWARE)

On this 21 day of January, 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.



Anne Rave

Notary Public in and for the State of Iowa

My Commission Expires: 3/25/15

SIGNATURE PAGE FOR QUIT CLAIM DEED

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

NOTARIAL SEAL IOWA

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

Notary Public in and for the State of Iowa

My Commission Expires: 3/25/15