

Recorded: 4/21/2023 at 2:29:32.0 PM  
County Recording Fee: \$37.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$40.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2023 PG: 856

**Return To:** David E. Cornell and Janice N. Cornell, 26511 229<sup>th</sup> Ave., Delhi, IA 52223  
**Taxpayer:** David E. Cornell and Janice N. Cornell, 26511 229<sup>th</sup> Ave., Delhi, IA 52223  
**Preparer:** Douglas D. Herman, 526 Second Ave. S.E., Cedar Rapids, IA 52406-2457  
Phone: (319) 365.9512

### **QUIT CLAIM DEED**

For the consideration of One Dollar(s) and other valuable consideration, The Lake Delhi Combined Recreational Facility and Water Quality District does hereby Quit Claim to David E. Cornell and Janice N. Cornell, husband and wife as joint tenants with full rights of survivorship and not as tenants in common, all our right, title, interest, estate, claim and demand in the following described real estate in Delaware County, Iowa:

Lots Four (4) and Five (5) of Littlefield's Shore Lots of Perpetual rights of use of lands and premises not overflowed in SW  $\frac{1}{4}$ , Section 29-88-4 and SE  $\frac{1}{4}$  NE  $\frac{1}{4}$ , Section 30-88-4 in Delhi Township, Delaware County, Iowa, according to plat recorded in Book 2 Plats, Page 77.

Also all Lake Frontage in respect to and adjoining to the above described property, lying between the linear extensions of the Northerly and Southerly boundary lines thereof to the waterfront, then right angles to the middle of the Maquoketa River/Lake Delhi.

This deed is exempt from Declaration of Value and Groundwater Hazard Statement requirements in accordance with Iowa Code § 428A.2(6).

**See Deed Covenant Attached, signed by Grantor and Grantee**

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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.

Dated: April 21, 2023

Lake Delhi Combined Recreational Facility and  
Water Quality District (Grantor)

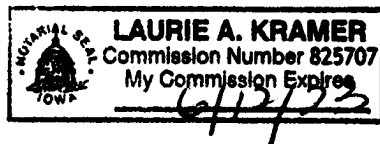
Larry P. Burger  
Larry Burger, President

Joe Schermann  
Joe Schermann, Secretary/Treasurer

State of Iowa            )  
                                  )§  
County of Delaware    )

This record was acknowledged before me on 4/21/23 by Larry Burger, President and Joe Schermann, Secretary/Treasurer, respectively, of The Lake Delhi Combined Recreational Facility and Water Quality District, who swore and affirmed that they each executed same with the approval of the Board of Trustees of The Lake Delhi Combined Recreational Facility and Water Quality District ("District"), executed voluntarily by the undersigned and the District.

Laurie A. Kramer  
Notary Public, State of Iowa



### **Deed Covenant**

**Grantor**, The Lake Delhi Combined Recreational Facility and Water Quality District and **Grantee**, David E. Cornell and Janice N. Cornell agree as follows:

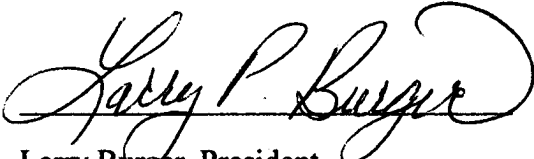
**Grantee**, David E. Cornell and Janice N. Cornell, claims ownership and title to the property described in the legal description of the above Deed as "Lake Frontage" based upon the receipt of a prior deed thereto.


Grantee agrees, however, as partial consideration for the transfer of Grantor's rights to the property described herein, that Grantee's rights to the "Lake Frontage" shall be subject to the following covenants in favor of the Grantor, said covenants to continue in perpetuity, whether said rights and privileges are ever exercised. In no event shall said rights and/or privileges ever be considered abandoned by the Grantor.

1. The property subject of this transfer, and generally described as "Lake Frontage" shall continue to be subject to the existing flood plain rights and Grantee agrees to hold Grantor harmless regarding flooding of the Lake Frontage conveyed herein.
2. Grantee, and Grantees successors and assigns, are prohibited from changing or altering the Lake Frontage, as described herein, without the express written consent of Grantor.
3. Grantor, its' successors, agents and/or assigns, reserves the right to dredge, to clear of debris and other obstructions and/or to perform shoreline maintenance on or to any portion of the Lake Frontage as described and transferred to the Grantee herein for the continued use, enjoyment, and general benefit of the public, however, shall have no obligation to do so. In the event Grantor chooses to dredge or perform shoreline maintenance to the above described property, Grantor agrees to accept full responsibility for all costs related to said dredging and/or other maintenance including the removal of lifts/docks/structures that are permitted, if required, in accordance with applicable State laws and/or regulations, and the reinstallation of same, if necessitated by the work to be performed by or on behalf of the Grantor.
4. Grantor preserves in perpetuity, for itself and for the Public in general, the continued right to use and enjoy all that portion of the Lake Frontage transferred herein that is covered by water, the Lake Delhi impoundment.

Signed and dated this 21<sup>st</sup> day of April, 2023.

**The Lake Delhi Combined Recreational Facility and Water Quality District**

  
Larry Burger, President

  
Joe Scherrman, Secretary/Treasurer

Signed and dated this 21<sup>st</sup> day of April, 2023.

**David E. Cornell and Janice N. Cornell**

  
David E. Cornell

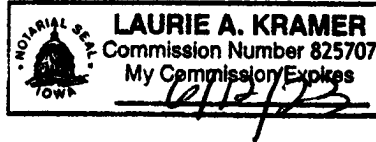
  
Janice N. Cornell

State of Iowa            )  
                                  )§  
County of Delaware    )


This record was acknowledged before me on 4/21/23 by Larry Burger, President and Joe Scherrmann, Secretary/Treasurer, respectively, of The Lake Delhi Combined Recreational Facility and Water Quality District, who swore and affirmed that they each executed same with the approval of the Board of Trustees of The Lake Delhi Combined Recreational Facility and Water Quality District ("District"), executed voluntarily by the undersigned and the District.

  
Notary Public, State of Iowa

State of Iowa            )  
                                  )§  
County of Delaware    )



This record was acknowledged before me on 4/21/23 by David E. Cornell and Janice N. Cornell, husband and wife, known to me to be the identical persons named herein who swore and affirmed that they executed the same voluntarily as an expression of their voluntary act and deed.

  
Notary Public, State of Iowa

