

Recorded: 6/1/2023 at 9:01:28.0 AM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 1214

Return To: Joshua C. and Laura A. Seamans 1583 Hawk Ct. N.E., Solon, IA 52333
Taxpayer: Joshua C. and Laura A. Seamans 1583 Hawk Ct. N.E., Solon, IA 52333
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 Joshua C. Seamans and Laura A. Seamans, 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:

See Exhibit "A" for Legal Description

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

Deed Covenant: The Grantor reserves unto itself the following rights and privileges with regard to that portion of the above described property labeled or described as "Lake Frontage", and said rights and privileges shall remain with the Grantor 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. This transfer is 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. The 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.

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: 4/21/23

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


Larry Burger, President


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.


Notary Public, State of Iowa

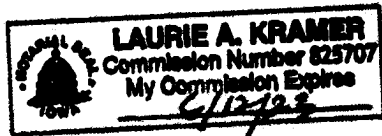


Exhibit A
Legal Description

That part of Lot Six (6) of Littlefield's Lake Shore Lots, according to plat recorded in Book 2 Plats, Page 77, described as commencing at the Northwest corner of Lot Five (5) of said Littlefield's Lake Shore Lots, and running thence Northwesterly along the Westerly line of Lot Six (6) one hundred twenty (120.0) feet to the point of beginning, thence continuing Northwesterly along the Westerly line of said Lot Six (6) thirty three and three-tenths (33.3) feet to the Northwest corner of said Lot, thence Northeasterly along the Northerly line of said Lot Six (6) a distance of one hundred four and five-tenths (104.5) feet, thence South 22° 12' East twenty nine (29.0) feet, thence South 60° 54' West eighty two (82.0) feet, thence North 89° 06' West thirty (30.0) feet to the point of beginning;

and also that part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty (30), Township Eighty Eight (88) North, Range Four (4), West of the Fifth Principal Meridian described as commencing at the Northwest corner of Lot Six (6) of Littlefield's Lake Shore Lots, and running thence North 14° 57' West a distance of twenty (20.0) feet, thence Easterly a distance of eighty four and five-tenths (84.5) feet to a point which is twenty eight (28.0) feet North of the North line of said Lot Six (6), thence South to the North line of said Lot Six (6), thence Southwesterly along the North line of Lot Six (6) to the point of beginning;

also Parcel "K" A part of Lot No. 6 in Littlefield's Lake Shore Lots in the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section No. 30, Township 88 North, Range No. 4 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2001, Page 83.

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