

Recorded: 7/7/2025 at 12:49:38.0 PM  
County Recording Fee: \$17.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$20.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2025 PG: 1766

**DEED COVENANT**

**Recorder's Cover Sheet**

**Prepared By/Return To:**

Douglas D. Herman of Lynch Dallas PC, P.O. Box 2457, Cedar Rapids, IA 52406  
Phone: (319)365-9101

**Taxpayer Information:**

Mihcael J. Miller and Adriane E. Miller, 20739 253<sup>rd</sup> Street, Delhi, IA 52223

**Grantors: THE LAKE DELHI COMBINED RECREATIONAL FACILITY AND  
WATER QUALITY DISTRICT**

**Grantees: MICHAEL J. MILLER and ADRIANE E. MILLER**

## **Deed Covenant**

**Comes Now, The Lake Delhi Combined Recreational Facility and Water Quality District ("Grantor") and Michael J. Miller and Adriane E. Miller ("Grantee") and do hereby agree as follows:**


**Grantee agrees, as 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 the adjacent Lot 17A, together being 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.**
- 2. Grantee, and Grantees successors and assigns, are prohibited from changing or altering the Lake Frontage 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 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 Lake Frontage, 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 that is covered by water, the Lake Delhi impoundment.**
- 5. Grantee agrees, upon request of the Grantor, to transfer that portion of the Lake Frontage generally described as that portion of the Lake Frontage commencing twenty-five feet (25') from the shoreline to the center of the Lake, to the Grantor at no cost. In the event Grantor makes such request, Grantor agrees to be responsible for any costs of surveying, document preparation, and costs of recording documents associated with such transfer.**

**SIGNATURE PAGE TO FOLLOW**


Signed and dated this 6<sup>th</sup> day of July, 2025.

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

  
\_\_\_\_\_  
Joel Althoff, President

  
\_\_\_\_\_  
Joe Schermann, Secretary/Treasurer

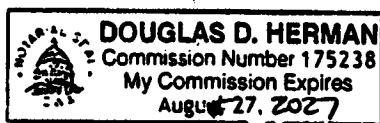
Signed and dated this 7<sup>th</sup> day of July, 2025.

  
\_\_\_\_\_  
Michael J. Miller

  
\_\_\_\_\_  
Adriane E. Miller

State of Iowa            )  
                                  )§  
County of Delaware    )

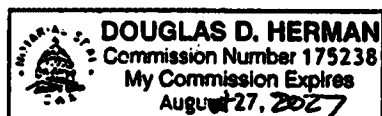
This record was acknowledged before me on 7/6/2025 by Joel Althoff, President and Joe Schermann, Secretary/Treasurer, respectively, of The Lake Delhi Combined Recreational Facility and Water Quality District, known to the undersigned to be the identical persons named herein, who swore and affirmed that 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 both the undersigned and the District.




  
\_\_\_\_\_  
Notary Public, State of Iowa

State of Iowa            )  
                                  )§  
County of Delaware    )

This record was acknowledged before me on 7/7/2025 by Michael J. Miller and Adriane E. Miller, 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