

BK: 2024 PG: 3086
Recorded: 12/19/2024 at 2:46:00.0 PM
Pages 4
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

QUIT CLAIM DEED
Recorder's Cover Sheet

Preparer Information:

Benjamin Bruner
Dickinson, Bradshaw, Proctor & Hagen, P.C.
801 Grand Avenue, Suite 3700
Des Moines, IA 50309
(515) 246-5510

Taxpayer Information:

Central Iowa Water Works
2201 George Flagg Parkway
Des Moines, Iowa 50321

Return Document To:

Benjamin Bruner
Dickinson, Bradshaw, Proctor & Hagen, P.C.
801 Grand Avenue, Suite 3700
Des Moines, IA 50309

Grantor(s):

Board of Water Works Trustees of the City of Des Moines, Iowa, a municipal utility organized pursuant to Chapter 388 of the Code of Iowa

Grantee(s):

Central Iowa Water Works

Legal Description:

See Exhibit A

Document or instrument number of previously recorded documents: N/A

QUIT CLAIM DEED
(Maffitt Reservoir – Madison County)

For the consideration of One Dollar (\$1.00) and other valuable consideration, the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, a municipal utility organized pursuant to Chapter 388 of the Code of Iowa (“**Grantor**”) does hereby quit claim to CENTRAL IOWA WATER WORKS, a political subdivision created under Chapter 28E and Chapter 28F, Code of Iowa, under agreement filed with the Iowa Secretary of State on April 11, 2024 filing number M516883 (“**Grantee**” or “**CIWW**”) all of its right, title, interest, estate, claim and demand in the following described real estate in Madison County, Iowa, to be effective as of the Effective Date (as defined below), subject to a right of reversion as set forth below:

**SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE
INCORPORATED HEREIN**

Grantor is a Member Agency of **Grantee**. **Grantor** hereby reserves a right of reversion, as provided in Section 3 of Article XIII of the Central Iowa Water Works 28E/28F Agreement filed with the Iowa Secretary of State on April 11, 2024 filing number M516883 (“28E/28F Agreement”) which section provides in pertinent part:

“Each Member Agency that transfers assets under this Article shall retain reversionary interests in the assets, properties and interests transferred by it to CIWW under this Article, under which such assets, properties and interests shall revert and be re-conveyed back to such Member Agency upon any invalidation of this Agreement or upon the expiration or complete termination of this Agreement. The reversionary interest shall not extend to or include any Capacity Expansion under Section 6 of Article V.”

This transfer is exempt from transfer tax pursuant to Iowa Code § 428A.2(6).

This transfer shall be deemed to be effective as of January 1, 2025 (the “**Effective Date**”).

28E/28F AGREEMENT. Nothing contained in this deed shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including any warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations of the parties set forth in the 28E/28F Agreement, nor shall this deed expand or enlarge any remedies under the 28E/28F Agreement. This deed is only intended to effect the transfer of the aforementioned property to be transferred pursuant to the 28E/28F Agreement and shall be governed entirely in accordance with the terms and conditions of the 28E/28F Agreement.

AS-IS, WHERE-IS. GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, OR IN THE 28E/28F AGREEMENT, INCLUDING ARTICLE XXI THEREOF, GRANTOR/ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR

WRITTEN, WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITIONS OF THE PROPERTY, OR (B) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE TRANSFER OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION, "WITH ALL FAULTS" AND "WITHOUT RECOURSE".

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: December 17, 2024

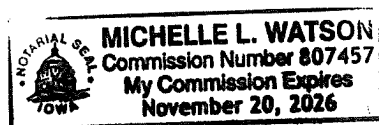
BOARD OF WATER WORKS TRUSTEES
OF THE CITY OF DES MOINES, IOWA

By: Andrea Bolton
Andrea Bolton, Chairperson

By: Ted Corrigan
Ted Corrigan, CEO & General Manager

STATE OF IOWA, COUNTY OF Polk, ss.

On this 17th day of December, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Andrea Bolton and Ted Corrigan, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson and CEO/General Manager of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, that no seal has been procured by the entity; that the attached instrument was signed on behalf of the entity by authority of its Board, as contained in the resolution adopted by the Board on the 26th day of November, 2024, and that they each acknowledge the execution of the instrument to be the voluntary act and deed of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, by it and by them voluntarily executed.



Michelle L. Watson
Notary Public in and for the State of Iowa

EXHIBIT A
Legal Description

The Northeast Fractional Quarter ($\frac{1}{4}$) and the North Sixty-five (65) acres of the East Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section One (1), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.;

4887-7751-1926, v. 1