AGREEMENT REGARDING BOUNDARY ISSUES

WHEREAS, the City of Manchester, Iowa is the owner of certain real estate located in Manchester, Iowa, more specifically described as:

> Lot Eighty-two (82), except the East one hundred twenty-four (124) feet thereof, and Lot Eighty-three (83), except the East one hundred twenty-four (124) feet thereof, and except the South eleven (11) feet thereof, all in Henry Acer's Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1, from the 4th day of October, 1990, at 8:00 o'clock a.m. to the 17th day of October, 1992, at 8:00 o'clock a.m.

and;

WHEREAS, Timothy P. Taylor and Linda S. Taylor are the owners of certain property in the City of Manchester, Iowa, more specifically described as:

> That part of the South one-half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty (20), Township Eighty-nine (89) North, Range Five (5), West of the Fifth P.M. described as commencing at a point ten (10) feet South of the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Twenty (20), and running thence West twenty-nine (29) feet and eight (8) inches, thence South on a line parallel to and twenty-nine (29) feet and eight (8) inches West of the East line of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) a distance of one hundred ninety (190) feet, thence East to the West line of Lot Eighty-three (83) of Henry Acers' Addition to Manchester, Iowa, thence North along the West line of Lots Eighty-three (83) and Eighty-two (82) of said Henry Acers' Addition two hundred (200) feet to the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section Twenty (20), thence West along said North line thirty-three (33) feet, thence South ten (10) feet, thence West three hundred thirty (330) feet to the point of beginning.

and;

WHEREAS, the parties to this Agreement have determined that an existing pole building used by the City of Manchester, Iowa encroaches upon the property owned by the Taylors; and

FILE No. 259-2370
RECORDING FEE $ 15.00
TRANSFER FEE $
FILED FOR RECORD THE 9 DAY OF Feb, 1993 AT 9:50 O'CLOCK A. M. BOOK 3 PAGE 213
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

WHEREAS, it has been determined to be mutually beneficial to the parties to relocate a fence between the two properties.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the parties do hereby agree as follows:

1. The City of Manchester, Iowa shall remove the concrete slab serving the pole building owned by the City of Manchester, Iowa, which encroaches upon the Taylor property, and shall regrade and reseed the area prior to October 1, 1993.

2. The City of Manchester, Iowa shall relocate the existing wood fence between the properties owned by the parties to this Agreement to a location one (1) foot West of the Easterly Taylor property line on or before October 1, 1993. The parties to this Agreement shall further execute a Fence Agreement which provides for responsibility for maintenance and replacement of the fence and location of the fence. Said Agreement is attached hereto, marked Exhibit "A" and by this reference made a part hereof.

3. The City of Manchester, Iowa shall execute a quit claim deed in favor of Timothy P. and Linda S. Taylor to the property described above as being held by Timothy P. Taylor and Linda S. Taylor, Husband and Wife, and set forth in a warranty deed dated October 26, 1992, and filed for record in the Office of the Delaware County Recorder in Book 130 at Page 194. A copy of said quit claim deed is attached hereto, marked Exhibit "B" and by this reference made a part hereof.

4. Timothy P. Taylor and Linda S. Taylor shall execute a quit claim deed for any rights they have to the property described as owned by the City of Manchester, Iowa, shown above and more specifically described in a deed to the City of Manchester, Iowa dated October 1, 1992, and filed for record in the Office of the Delaware County Recorder on October 2, 1992, in Book 52 at Page 48. A copy of said quit claim deed is attached hereto, marked Exhibit "C" and by this reference made a part hereof.

5. Timothy P. and Linda S. Taylor shall give the City of Manchester, Iowa an easement for encroachment and operation and maintenance of the existing pole building on the existing pole building operated by the City of Manchester, Iowa. The easement shall be located at the North 70 feet of the South 170 feet of the East 10 feet of the property described in the warranty deed filed in the Office of the Delaware County Recorder in Book 130 at Page 194. The easement shall further provide that it shall terminate if the existing pole building is ever demolished. The easement shall also require the City of Manchester, Iowa to remove the building if the City of Manchester, Iowa disposes of its interest in the real estate more specifically described as set forth in the warranty deed filed in

the Office of the Delaware County Recorder in Book 52 at Page 48.

Dated this 8 day of February, 1993.

Timothy P. Taylor

Timothy P. Taylor

Linda S. Taylor

Linda S. Taylor

Subscribed and sworn to before me by Timothy P. Taylor and Linda S. Taylor this 8th day of February, 1993.

Merri Bohrer Kamp

Notary Public in and for the State of Iowa

CITY OF MANCHESTER, IOWA

BY: Milt Kramer

Milt Kramer, Mayor

BY: Karen K. Cole

Karen Cole, City Clerk

STATE OF IOWA )
) SS:
COUNTY OF DELAWARE )

On this 2nd day of January, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt Kramer and Karen Cole, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in R-940-93 passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the 1st day of February, 1993, and that Milt Kramer and Karen Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Linda K. Tutton

Notary Public in and for the State of Iowa
Linda K. Tutton ; Commission expires 8-29-93