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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by John D. Freund, 1005 Main Street, Suite 200, Dubuque, IA 52001; 563.587.8050
Return to: City of Delhi, Iowa, 311 Franklin Street, Delhi, IA 52223
Taxpayer Information: Miss Daisy, Inc., 26201 212th Avenue, Delhi, IA 52223

AGREEMENT BETWEEN CITY OF DELHI, IOWA AND MISS DAISY, INC., AN IOWA BUSINESS CORPORATION

This Agreement between City of Delhi, Iowa and Miss Daisy, Inc., an Iowa business corporation (hereinafter "Agreement") is made and entered into this 11 day of April, 2017, by and between the City of Delhi, an Iowa municipal corporation (hereinafter "City"), Miss Daisy, Inc., an Iowa business corporation (hereinafter the "Owner"), and Gregory Bulicek and Nancy Kintzle, of Delhi, Iowa (hereinafter collectively the "Guarantors").

RECITALS

A. Owner owns certain real property located within the corporate limits of the City of Delhi, Iowa locally known as 306 Franklin Street and legally described as:

> The West one-half (W 1/2) of the East two-thirds (E 2/3) of Lot Eleven (11), Block Four (4), Delhi, Iowa, according to the plat recorded in Book A.L.D., Pages 128-129
>
> And
>
> The East one third of Lot Eleven (11), Block Four (4), Delhi, Iowa; same being a part of the West one half of South East quarter of Se3ction Seventeen (17), Township Eighty Eight (88) North, Range Four (4) West of the Fifth Principal Meridian,

(hereinafter the "Real Estate").

B. Owner has requested permission from the City for Owner to pour a concrete patio within the Real Estate, and the City has granted permission for Owner to do the same under the terms and conditions of this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Concrete Patio. Owner hereby has permission to pour a concrete patio (hereinafter the "Patio") upon the Real Estate in accordance with the plans and specifications attached hereto as Exhibit "A" and by this reference incorporated herein. Such work shall be completed by no later than July 1, 2017.

2. Sewer Main. Owner and Guarantors hereby acknowledge the existence of a sewer main (hereinafter the "Main") owned and operated by the City, which sewer main is located topographically below the area proposed for the Patio. Owner hereby agrees that if, for any reason whatsoever, the Main and/or its use causes any disturbance of the Patio, then Owner assumes all responsibility and liability therefor. Furthermore, if the Patio is deemed the cause of any negative impact upon the Main, then City shall have the right to remove as much of the Patio as deemed necessary to make repairs or replacements, Owner shall indemnify, defend, and hold harmless City from any and all costs or damages associated with the same.

3. Personal Guaranty. Guarantors hereby personally guaranty the duties and obligations of Owner set forth herein and shall be deemed jointly and severally liable for such duties and obligations.

4. Agreement Runs with the Land. This Agreement shall run with the land and shall inure to the benefit of and bind all successors in interest to the Real Estate. All future owners of the Real Estate shall be subject to this Agreement, and if the Real Estate is not owned by individual persons but rather by a business, partnership, or other entity, then the owner(s) of such business, partnership, or other entity shall be personally liable for the obligations of Owner as set forth in this Agreement. This Agreement shall be recorded in the records of the Delaware County Recorder, the cost for which shall be borne by Owner.

5. Miscellaneous. Words and phrases herein shall be construed in the singular, plural, masculine, feminine, or neutral gender in accordance with the context. This Agreement is the entire agreement between the parties. All previous discussions and agreements, whether verbal or in writing, are hereby merged into this Agreement. If any court of competent jurisdiction adjudicates any part of this Agreement to be invalid or unenforceable, then the remainder of this Agreement shall remain of full force and effect. In the event of any dispute regarding the contents of this Agreement, the prevailing party shall be entitled to the costs of enforcing this Agreement, including but not limited to court costs and reasonable attorney fees.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date first above written.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE
TO
AGREEMENT
BETWEEN
CITY OF DELHI, IOWA
AND
MISS DAISY, INC., AN IOWA BUSINESS CORPORATION]

CITY:

CITY OF DELHI, IOWA:

By _____
Terry Harbach, Mayor

OWNER:

MISS DAISY, INC.:

By _____
Gregory Bulicek, its President

STATE OF IOWA)
COUNTY OF DELAWARE) ss.

The foregoing instrument was acknowledged before me on the 11 day of April, 2017 by Terry Harbach, as Mayor of the City of Delhi, Iowa.

NOTARIAL SEAL IOWA
LORI A. TUCKER
COMMISSION NUMBER 778965
MY COMMISSION EXPIRES
6-30-19

_____
Notary Public

STATE OF IOWA)
COUNTY OF DELAWARE) ss.

The foregoing instrument was acknowledged before me on the 11th day of April, 2017 by Gregory Bulicek, as President of Miss Daisy, Inc, an Iowa business corporation.

NOTARIAL SEAL IOWA
LORI A. TUCKER
COMMISSION NUMBER 778965
MY COMMISSION EXPIRES
6-30-19

_____
Notary Public