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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Preparer Information & Return to: Thomas J. Hanson, 401 East Main Street, Manchester, (563) 927-5920
Individual's Name Street Address City Phone

Thomas J. Hanson, ICIS PIN No: AT0003249

SPACE ABOVE THIS LINE FOR RECORDER

AGREEMENT

This Agreement entered into this 22nd day of April, 2020 by and between Wesley D. Schulte, hereinafter (First Party) and Jill N Jiya, L.L.C., hereinafter (Second Party).

WHEREAS, First Party has purchased from Second Party the following described real estate located in Manchester, Delaware County, Iowa:

> Lot 2 of Hotel Subdivision part of the NE ¼ NE ¼ of Section 31, T89N, R5W of the 5th P.M., City of Manchester, Delaware County, Iowa, according to plat recorded in Book 2020, Page 654.

AND WHEREAS, Second Party is the owner of the following described real estate located in Manchester, Delaware County, Iowa which lies north of and adjacent to First Party's property:

> Lot 1 of Hotel Subdivision part of the NE ¼ NE ¼ of Section 31, T89N, R5W of the 5th P.M., City of Manchester, Delaware County, Iowa, according to plat recorded in Book 2020, Page 654.

AND WHEREAS, the parties wish to enter into an agreement regarding the relocation of water and sewer lines on First Party's real estate as well as the relocation of storage buildings located on First Party's real estate which will be moved to Second Party's real estate.

AND WHEREAS, the parties further wish to place restrictions on the usage of Lot 2 as provided herein.

NOW, THEREFORE, in considerations of the mutual promises contained herein the mutual benefits to be gained by the parties they agree as follow:

1. The parties agree that future development of the above described Lot 2 may require the relocation of water and sewer lines. First Party, on behalf of himself, his heirs, successors and assigns, hereby agrees that in the event that future development requires the relocation of water and sewer lines on the above described Lot 2, that any said relocation will be done by First Party with all costs being paid by First Party, with no expense to Second Party. First Party shall give Second Party notice of when the new water and sewer lines will be installed. All removal and installation of said

water and sewer lines shall be done in accordance with the City of Manchester's standards and code.

2. There are currently storage buildings located on Lot 2 which are being retained by Second Party. First Party, on behalf of himself, his heirs, successors and assigns agrees to relocate said buildings at a location designated by Second Party on the above described Lot 2 and that said relocation shall be completed no later than June 1, 2020.

3. First Party agrees that neither First Party, his heirs, successors or assigns will use or permit use by a tenant or occupant of the property for the construction or operation of a hotel or motel or similar type of inn or business.

4. The rights and obligations of this agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

First Party

Wesley D. Schulte

Second Party

Jill N Jiya, L.L.C.

Nayan Patel – Member & Manager

Taranjkumar Patel – Member & Manager

STATE OF IOWA, COUNTY OF DELAWARE, ss:

On this 23rd day of April, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Wesley D. Schulte to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

STEVEN E CARR
Commission Number 713328
My Commission Expires
October 30, 2022

Notary Public in and for the State of Iowa

STATE OF Arkansas **, COUNTY OF** Garland **, ss:**

On this 22nd day of April, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Nayan Patel, as Member and Manager of Jill N Jiya, L.L.C. to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

BRANDI BIGHAM
No. 12698034
GARLAND COUNTY
Commission Expires 6-8-2026

Notary Public in and for the State of Iowa

STATE OF Arkansas **, COUNTY OF** Garland **, ss:**

On this 22nd day of April, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Taranjkumar Patel, as Member and Manager of Jill N Jiya, L.L.C. to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Brandi Bigham

Notary Public in and for the State of Iowa

NOTARY PUBLIC ARKANSAS
BRANDI BIGHAM
No. 12698034
GARLAND COUNTY
Commission Expires 6-8-2026