

Recorded: 12/8/2023 at 1:12:05.0 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: 2023 PG: 3071

Prepared By/Return To: Scott M. O'Shea, O'Shea & O'Shea, PC, 1007 Longfellow Drive, Hiawatha, IA 52233 (319)362-3640

COMPLIANCE AGREEMENT

THIS COMPLIANCE AGREEMENT ("Agreement") made this 12/8/23 day of December, 2023, by and between Edward R. Paulson, Jr., and Kendra Paulson, a married couple ("Paulson"), Rick C. Tibbott, a single person ("Tibbott"), and City of Manchester, Iowa ("Manchester").

WITNESSETH

WHEREAS, Paulson owns and is the legal titleholder of record of the real property legally described in **Delaware County, Iowa** as follows, to-wit:

The West one hundred thirty (130.0) feet of the South sixty seven (67.0) feet of Lot Twenty Two (22), Henry Acers' Addition to Manchester, Iowa, according to the plat recorded in Book 1 Plats, Page 1 (hereinafter "Property")

WHEREAS, Tibbott is in the process of purchasing the Property from Paulson pursuant to that certain purchase agreement dated August 14, 2023, as amended thereafter.

WHEREAS, Paulson and Tibbott acknowledge the only structure currently built upon the Property is a garage, and as such this property is not in compliance with the regulations of the City of Manchester, Iowa.

WHEREAS, the parties desire to execute this Agreement to require Tibbott hereafter to take steps to bring the Property in compliance with the regulations of the City of Manchester, Iowa, and further provide Manchester the right to proceed with a civil action in the event Tibbott does not hereafter comply with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, agreement, conditions and stipulations therein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows, to-wit:

1. **Compliance Actions.** Tibbott herein acknowledges and agrees to complete one of the following sole options to bring the Property in compliance with the regulations of the City of Manchester, Iowa on or before December 31, 2024:

- a. Demolish the garage so that the Property is vacant.

b. Construct a new dwelling upon the Property.

c. Annex and combine the Property with the adjacent property owned by the undersigned, locally known as 929 N Franklin Street, Manchester, IA 52057, and legally described as follows: The West 180 feet of Lot 21, Henry Acers' Addition to Manchester, Iowa, according to the plat recorded in Book I Plats, Page 1.

2. Manchester Rights Upon Non-Compliance. In the event Tibbott has not completed one of the above-described compliance actions on or before December 31, 2024, the City of Manchester shall be entitled to proceed with a civil action and obtain an order authorizing Manchester the right to demolish the garage and all other nonconforming structures on the Property. In addition, Tibbott herein agrees any order shall include, without limitation, the following:

a. Manchester entitled to a judgment for reasonable costs of demolition of the structures upon the Property against Tibbott, and against the Property.

b. Manchester entitled to judgment against Tibbott for reasonable attorney fees and costs incurred to enforce this Agreement.

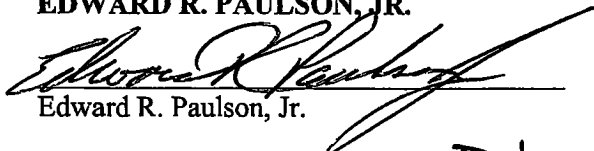
3. Upon completion of the above-described compliance actions, the City of Manchester will file a release of the conditions stated herein, and these compliance requirements will be terminated, and no longer a cloud upon title of the Property thereafter.

4. The rights and obligations of this Agreement, including the benefits and burdens thereof, are hereby perpetual, shall run with the land, shall be binding upon and shall inure to the benefit of the parties hereto, and the terms hereof shall extend to and be binding upon the respective assigns, successors in interest, tenants, heirs, and personal representatives of the parties hereto.

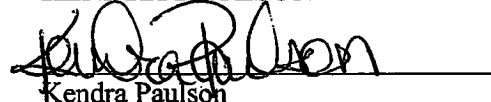
5. This is the entire Agreement of the parties as to the subject matter hereof and supersedes all prior negotiations and agreements. No amendment to this Agreement is valid unless in writing and signed by the parties hereto, or their respective successors and assigns. This Agreement may be executed in counterparts, all of which, taken together, shall be deemed to be one original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EDWARD R. PAULSON, JR.



Edward R. Paulson, Jr.

KENDRA PAULSON


Kendra Paulson

STATE OF IOWA, COUNTY OF Delaware) ss:

This record was acknowledged before me on this 8th day of December, 2023, by Edward R. Paulson, Jr. and Kendra Paulson, a married couple.


Notary Public in and for the State of Iowa



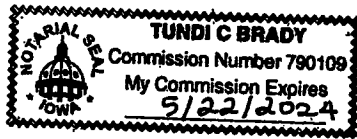
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

RICK C. TIBBOTT

Rick C. Tibbott
Rick C. Tibbott

STATE OF IOWA, COUNTY OF Delaware) ss:

Signed and sworn to (or affirmed) before me on December 8th, 2023, by Rick C. Tibbott, a single person.



Tundi Brady
Notary Public in and for State of Iowa

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF MANCHESTER

By: *Timothy Vick*
Its: City Manager

STATE OF IOWA, COUNTY OF Delaware) ss:

Signed and sworn to (or affirmed) before me on December 8th, 2023, by Timothy J. Vick of the City of Manchester, Iowa.



Tundi Brady
Notary Public in and for State of Iowa