Book 2016 Page 1914
Document 2016 1914 Type 06 ~~006~~ 014 Pages 3
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Return To: Scott Litterer, 176 Clara Avenue, Manchester, IA 52057, Ph. 563-608-9464

EMJ (x)

FENCE AGREEMENT

This agreement made this 13th day of July, 2016, by and between **Scott A Litterer and Christie Lynn Litterer**, Party of the First Part, and, **Ronald J. Cook and Keri A. Cook**, Party of the Second Part.

WHEREAS, the party of the first part wishes to build the fence on their property line, said fence being on the north property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

That part of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE1/4) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth PM, described as commencing at a point on the North line of Clara Avenue two hundred sixty eight and nine-tenths (268.9) feet East from the West line of said Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), and running thence East along said North line of Clara Avenue one hundred nine and one-tenth (109.1) feet, thence North one hundred twenty (120.0) feet to the South line of Lot Eleven (11), Block Four (4), Gales Subdivision, thence West one hundred nine and one-tenth (109.1) feet, thence South one hundred twenty (120.0) feet to the point of beginning.

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AND WHEREAS, the party of the second part agrees to said fence being on the south property line of the party of the second part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Lots Ten (10) and Eleven (11), except the West twelve (12.0) feet of said lots, Block Four (4), Gales Subdivision to Manchester, Iowa, according to plat of Resurvey of Lots One (1) through Eleven (11), Block Four (4), and the East two (2.0) feet of Lot Eleven (11), Block Seven (7), Gales Subdivision, Manchester, Iowa, recorded in Book 2 Plats, Page 153.

AND WHEREAS, the said fence to be on the north property line of the party of the first part; and the south property line of the party of the second part:

AND WHEREAS, Section 165.25.10(g)(2) "Fence Regulations" of the Zoning Code of Ordinances of the City of Manchester, Iowa, requires an agreement in writing be established for the erection of a fence or wall on the property line.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and in consideration of the mutual benefits to be gained by the parties, it is agreed as follows:

1. That said fence may be built on the property line of both parties. That said fence shall be erected and maintained solely at the expense of the party of the first part.
2. That the respective property owners are responsible for maintenance of the property on their respective sides of the property line.
3. That the party of the first part shall hold the party of the second part and their agents harmless from any and all liability, claims or suits for damages with respect to any claims, demands, or causes of action of any kind or nature with respect to said fence.
4. That this said written agreement shall be binding upon the parties to this agreement, their successors and assigns, and shall run with the land so long as the said fence remains in place.
5. Both parties warrant title to their property is sufficient authority for them to enter into this agreement agree the City is not responsible for any title issues that may arise.

PARTY OF THE FIRST PART

Scott A. Litterer

Scott A. Litterer
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 13th day of July, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared, **Scott A. Litterer**, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as **her** voluntary act and deed.

NOTARIAL SEAL IOWA
LORETTA J. WELCHER
Commission Number 726245
My Comm. Exp. 1-5-19

Loretta J. Welcher
Notary Public in and for the State of Iowa

Printed Notary Name Loretta J. Welcher

Christie Lynn Litterer

Christie Lynn Litterer
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 13 day of July, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared **Christie Lynn Litterer**, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as **her** voluntary act and deed.

NOTARIAL SEAL IOWA
LORETTA J. WELCHER
Commission Number 726245
My Comm. Exp. 1-5-19

Loretta J. Welcher
Notary Public in and for the State of Iowa

Printed Notary Name Loretta J. Welcher

PARTY OF THE SECOND PART

PARTY OF THE SECOND PART
Ronald J. Cook

State of Iowa)
) ss:
County of Delaware)

On this 8 day of July, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared, **Ronald J. Cook and Keri A. Cook**, to me personally 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.

NOTARIAL SEAL IOWA
KELCI KRULL
Commission Number 782301
MY COMMISSION EXPIRES
10-23-2017

Kelci Krull
Notary Public in and for the State of Iowa

Printed Notary Name Kelci Krull

Keri A Cook

PARTY OF THE SECOND PART
Keri A. Cook

State of Iowa)
) ss:
County of Delaware)

On this 15 day of July, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared, **Keri A. Cook**, to me personally 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.

NOTARIAL SEAL IOWA
KELCI KRULL
Commission Number 782301
MY COMMISSION EXPIRES
Jan 23, 2017

Kelci Krull
Notary Public in and for the State of Iowa

Printed Notary Name Kelci Krull