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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Return To: Darris E. Schrader, 728 E Main Street, Manchester, Iowa, Ph. 563.608.9091

FENCE AGREEMENT

This agreement made this 18 day of July 2017, by and between **Darris E. Schrader,** Party of the First Part, and, **Anthony and Jennifer Bruggeman**, 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 west property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Lot Seven (7) of the Subdivision of Lots One Hundred Sixteen (116) and One Hundred Seventeen (117) in the Town of Manchester, Iowa, and of Lots One (1) and Two (2) in Iowa Land Company's Addition to Manchester, Iowa according to plat recorded in Book 1 Plats, Page 114.
(aka, 728 E Main Street)

AND WHEREAS, the party of the second part agrees to said fence being on the east property line of the party of the second part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:
Lot Zix (6) of Subdivision of One Hundred Sixteen (116) and One Hundred Seventeen (117) in Town (now City) of Manchester, Iowa and of Lots One (1) and Two (2) in Iowa Land Company's Addition to the Town of Manchester, Iowa, according to the Plat recorded in Book 1 Plats, Page 114.
(aka, 724 E Main Street)

AND WHEREAS, the said fence to be on the west property line of the party of the first part; and the east 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

Darris E. Schrader
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

NOTARIAL SEAL IOWA
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2020

On this 8 day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, **Darris E. Schrader**, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Laura K Thomas
Notary Public in and for the State of Iowa

Printed Notary Name Laura K. Thomas

PARTY OF THE SECOND PART

Anthony Bruggeman
Anthony Bruggeman
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 24 day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, **Anthony Bruggeman**, 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.

KATHRYN L. CORKERY
Commission Number 738377
My Comm. Exp. 1-4-2018

Kathryn L. Corkery
Notary Public in and for the State of Iowa

Printed Notary Name Kathryn L. Corkery

PARTY OF THE SECOND PART

Jennifer Bruggeman
Jennifer ~~Bruggeman~~
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 24 day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, **Jennifer Bruggeman**, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Kathryn L. Corkery
Notary Public in and for the State of Iowa

Printed Notary Name Kathryn L. Corkery

KATHRYN L. CORKERY
Commission Number 738377
My Comm. Exp. 1-4-2018