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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Iowa, 208 E Main Street, Manchester, IA 52057 563-927-3636
Return To: Eastern Iowa Pumping Inc, 1625 220th St, Manchester, IA 52057

FENCE AGREEMENT

This agreement made this 14 day of October 2019, by and between **Eastern Iowa Pumping Inc. (Joseph G. Hildebrand)** Party of the First Part, and, **Cindy F. Hutchinson,** Party of the Second Part.

WHEREAS, the party of the first part wishes to build the fence one (1) foot south of the property line, said fence being one (1) foot south of the **north** property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Lot 1 of Bailey Drive Estates A re-subdivision of Lot 1-24, including vacated streets, and part of Lot 25 of Empire Estates Subdivision, City of Manchester, Delaware County, Iowa per plat recorded in Book 2005 Page 2453"
(aka 108A Bailey Drive Unit 108B)

2009-4134
2005-3034

AND WHEREAS, the party of the second part agrees to said fence being one (1) foot south of the **south** property line of the party of the second part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Lots 15 and 16, A. Loves Addition to Manchester, Iowa, and that part of the vacated alley in A. Loves Addition described as follows: commencing at the Southwest corner of Lot 15 of said Addition, thence East along the South line of Lots 15 and 16 of said Addition a distance of 132 feet, thence South 10 feet, thence West a distance of 132 feet, thence North 10 feet to the point of beginning, except the West one-half (W ½) of said Lot Fifteen (15) and also except the North ten (10) feet of that part of the vacated alley lying South of the West one-half (W ½) of said Lot Fifteen (15).
(aka 847 East Main Street)

AND WHEREAS, the said fence to be one (1) foot south of the **north** property line of the party of the first part; and one (1) foot south 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 one (1) foot south of 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

Eastern Iowa Pumping Inc. (Joseph G. Hildebrand), PARTY OF THE FIRST PART

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

State of Iowa)
) ss:
County of Delaware)

On this 14 day of October, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, **J Eastern Iowa Pumping Inc., (Joseph G. Hildebrand)** 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/her** voluntary act and deed.

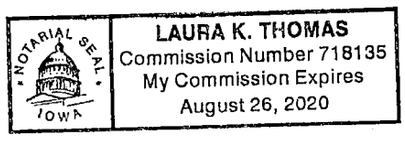
Notary Public in and for the State of Iowa

Printed Notary Name Laura K. Thomas

PARTY OF THE SECOND PART

Cindy F Hutchinson

Cindy F. Hutchinson
PARTY OF THE SECOND PART



State of Iowa)
) ss:
County of Delaware)

On this 15th day of October, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, **Cindy F. Hutchinson** 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/her** voluntary act and deed.

Laura K. Thomas

Notary Public in and for the State of Iowa

Printed Notary Name Laura K. Thomas