Book 2019 Page 2862
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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 14th day of October 2019, by and between **Eastern Iowa Pumping Inc. (Joseph G. Hildebrand)** Party of the First Part, and, **William B. & Shela A. Westrate Revocable Trust,** 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)

2005-3034
2017-1696
2017-1697

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:

That part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., and/or A. Loves Addition to Manchester, Iowa, described as commencing at the Northeast comer of Lot Sixteen (16) of said A. Loves Addition and running thence East sixty six (66.0) feet, thence South one hundred fifteen (115.0) feet, thence West sixty six (66.0) feet, thence North one hundred fifteen (115.0) feet to the point of beginning; also a strip of land ten (10) feet in width adjoining the above described real estate and being a part of a vacated alley in A. Love's Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 19
(aka 851 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

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

State of Iowa)
) ss:
County of Delaware)

On this 14th 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.

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

Printed Notary Name Laura K. Thomas

PARTY OF THE SECOND PART

William B. Westrate

William B. Westrate
William B. & Shela A. Westrate Revocable Trust
PARTY OF THE SECOND PART

State of ~~Iowa~~ Wisconsin)
) ss:
County of ~~Delaware~~ Dane)

On this 23rd day of September, 2019, before me, a Notary Public in and for the State of ~~Iowa~~ Wisconsin, personally appeared, **William B. Westrate, William B. & Shela A. Westrate Revocable Trust** 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.

MARY J. RIPP NOTARY PUBLIC STATE OF WISCONSIN

Mary J. Ripp
Notary Public in and for the State of ~~Iowa~~ Wisconsin

Printed Notary Name Mary J. Ripp

Shela A. Westrate

Shela A. Westrate
William B. & Shela A. Westrate Revocable Trust
PARTY OF THE SECOND PART

State of ~~Iowa~~ Wisconsin)
) ss:
County of ~~Delaware~~ Dane)

On this ~~24th~~ 23rd day of September, 2019, before me, a Notary Public in and for the State of ~~Iowa~~ Wisconsin, personally appeared, **Shela A. Westrate, William B. & Shela A. Westrate Revocable Trust** 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.

MARY J. RIPP NOTARY PUBLIC STATE OF WISCONSIN

Mary J. Ripp
Notary Public in and for the State of ~~Iowa~~ Wisconsin

Printed Notary Name Mary J. Ripp