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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: Ryan or Amber Holle, 801 N Franklin Street, Manchester, IA 52057

(X)
ENV

FENCE AGREEMENT

This agreement made this 13th day of March, 2020, by and between **Ryan and Amber Holle,** Party of the First Part, and, **Mollie J. Hauser,** 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 Lot Fifteen (15) of the Subdivision of part of the north one-half (N1/2) of the Southeast Quarter (SE1/4) and the South one-half (S1/2) of the Northeast Quarter (NE1/4) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 6, described as commencing at the Southeast corner of said Lot Fifteen (15), and running thence North sixty (60) feet, thence West one hundred thirty two (132) feet, thence South sixty three and one-half (63 1/2) feet along the East side of Franklin Street in the City of Manchester, Iowa, to the Southwest corner of said Lot Fifteen (15), thence East one hundred thirty two (132) feet to the point of beginning, except the East twenty six (26) feet thereof.

(aka 801 North Franklin Street)

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:

That part of Lots Fourteen (14) and Fifteen (15) of the Subdivision of the North one-half (N½) of the Southeast Quarter (SE¼) and the South one-half (S½) of the Northeast Quarter (NE¼) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 6, described as commencing at a point on the West line of said Lot Fifteen (15) which is sixty three and one-half (63½) feet North of the Southwest corner of said Lot Fifteen (15), and running thence North along the West line of Lots Fifteen (15) and Fourteen (14) a distance of sixty (60.0) feet, thence East one hundred thirty two (132.0) feet, thence South sixty (60.0) feet, thence West one hundred thirty two (132.0) feet to the point of beginning.

(aka 803 North Franklin Street)

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

Ryan Holle, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 13 day of MARCH, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Ryan Holle**, 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 Timothy Michael Heims

TIMOTHY MICHAEL HEIMS
Commission Number 821179
My Comm. Exp. NOV 12, 2022

PARTY OF THE FIRST PART

Amber Holle, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 13 day of MARCH, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Amber Holle**, 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 Timothy Michael Heims

PARTY OF THE SECOND PART

TIMOTHY MICHAEL HEIMS
Commission Number 821179
My Comm. Exp. NOV 12, 2022

Mollie J. Hauser, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 13 day of MARCH, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Mollie J. Hauser,** 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 Timothy Michael Heims

TIMOTHY MICHAEL HEIMS
Commission Number 821179
My Comm. Exp. NOV 12, 2022