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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: Brad J. Comer,1105 N 3rd Street, Manchester, IA 52057 563.495.6819

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2015-144
2016-3473

FENCE AGREEMENT

This agreement made this 12TH day of May, 2018 20 by and between **Brad J. Comer,** Party of the First Part, and, **Garrett Schissel,** 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 **south** property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:
The South fifty four (54.0) feet of the West one-half (W ½) of Lot Fifteen (15) and the North twelve (12.0) feet of the West one-half (W ½) of Lot Sixteen (16), Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1 (aka 1105 N 3rd Street)

AND WHEREAS, the party of the second part agrees to said fence being on the **north** property line of the party of the second part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:
The South One hundred twenty (120.0) feet of the West one-half (W ½) of Lot Sixteen (16) of Henry Acers' Addition to Manchester, Iowa according to plat recorded in Book 1 Plats, except the East sixty (60.0) feet thereof. (aka 209 W Acers Street)

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

Brad J. Comer
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 12th day of May, 2018 20, before me, a Notary Public in and for the State of Iowa, personally appeared, **Brad J. Comer**, 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.

NOTARIAL SEAL IOWA
LISA M. HOLTZ
Commission Number 814029
My Commission Expires
11-29-21

Notary Public in and for the State of Iowa

Printed Notary Name Lisa M. Holtz

PARTY OF THE SECOND PART

Garrett Schissel

Garrett Schissel
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 15 day of May, ~~2018,~~ 2020 before me, a Notary Public in and for the State of Iowa, personally appeared, **Garrett Schissel** 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.

JESSICA KELLY
Commission Number 778660
My Comm Exp. 5-28-22

Notary Public in and for the State of Iowa

Printed Notary Name Jessica Kelly