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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: Lucas or Jessica Thomas, 836 E Fayette Street, Manchester, IA 52057 563.608.6640

FENCE AGREEMENT

This agreement made this 17th day of June, 2020, by and between **Lucas J & Jessica L Thomas,** Party of the First Part, and, **Mary Ellen Ryan,** 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:

The East eighty-six (86.0) feet of the South one hundred twenty-five (125.0) feet of Lot Seven (7), except the East seven and one-half (7 ½) feet thereof, of Iowa Land Company's Addition to Manchester, Iowa, according to plat recorded in Book 4 L.D., Page 484. (aka 836 E FAYETTE STREET)

2015-1833
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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 Lot Seven (7) of Iowa Land Company's Addition to Manchester, Iowa, according to plat recorded in Book 4, L.D., Pages 484-485, described as commencing at the Northeast corner of said Lot Seven (7) and running thence South on the East line of said Lot Seven (7) a distance of one hundred twenty five (125.0) feet, thence West one hundred sixty five and three thousand one hundred twenty five ten-thousandths (165.3125) feet, thence Northeasterly to a point one hundred thirty six (136.0) feet West and ninety (90.0) feet South of the point of beginning, thence North ninety (90.0) feet to the North line of said Lot Seven (7), thence East one hundred thirty six (136.0) feet to the point of beginning, except the East seven and one-half (7 ½) feet thereof. (AKA 833 E BUTLER 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

Lucas J Thomas, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 17th day of June, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Lucas J Thomas**, 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
NOTARIAL SEAL IOWA
Commission Number 718135
My Commission Expires
8-26-20

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

Printed Notary Name Laura K. Thomas

PARTY OF THE FIRST PART

Jessica Thomas

Jessica L Thomas, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 7 day of June, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Jessica L Thomas**, 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
Commission Number 718135
My Commission Expires
8-26-20

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

Printed Notary Name Laura K. Thomas

PARTY OF THE SECOND PART

Mary Ellen Ryan

Mary Ellen Ryan, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 7TH day of June, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Mary Ellen Ryan,** 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

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
8-26-20