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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: Seth Brokens, 608 W Delaware Street, Manchester, IA 52057

FENCE AGREEMENT

This agreement made this 19 day of June, 2020, by and between **Seth M. Brokens,** Party of the First Part, and, **Kevin John Brokens,** 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 **EAST** property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Lot Five Hundred Seventy-seven (577) Manchester, Iowa, same being a part of the Northwest Quarter of the Northwest Quarter of Section Thirty-two (32), Township Eighty-nine (89) North, Range Five (5) West of the Fifth P.M.
(aka 608 W Delaware Street)

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

The North One-half of Lots Five Hundred Seventy-five (575) and Five Hundred Seventy-six (576) and all of Lot Five Hundred Seventy-seven (577), Manchester, Iowa, same being a part of the North West Quarter of the North West Quarter of Section Thirty-two (32), Township Eighty-nine (89) North, Range Five (5) West of the Five P.M.

(aka 604 W Delaware Street)

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

Seth M. Brokens

Seth M. Brokens, PARTY OF THE FIRST PART

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

State of Iowa)
) ss:
County of Delaware)

On this 19 day of June, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Seth M. Brokens**, 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.

PAID
CITY OF MANCHESTER
JUN 18 2020
24-HR NOTICE REQUIRED FOR INSPECTION

Timothy Michael Heims
Notary Public in and for the State of Iowa

Printed Notary Name Timothy Michael Heims

PARTY OF THE SECOND PART

Kevin John Brokens, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 19 day of June, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Kevin John Brokens,** 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.

Timothy Michael Heims
Notary Public in and for the State of Iowa

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

Printed Notary Name Timothy Michael Heims