Book 2020 Page 2400

Document 2020 2400 Type 06 014 Pages 2
Date 7/17/2020 Time 2:45:59PM
Rec Amt $12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Return To: Danica L. Schrader, 812 E Butler Street, Manchester, IA 52057

FENCE AGREEMENT

This agreement made this 17 day of July, 2020, by and between **Danica L. Schrader**, Party of the First Part, and **Randy W. and Dixie L. Franks**, 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:

The West sixty five (65.0) feet of the South one-half (S ½) of the West one hundred thirty and thirty five one-hundredths (130.35) feet of Lot Sixteen (16), Iowa Land Company's Addition to the City of Manchester, Iowa, according to plat recorded in Book 4 L.D., Pages 484-485.

(AKA 812 E Butler 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 East Sixty Five and Thirty-Five One-Hundredths (65.35) feet of the South one-half of the West One Hundred Thirty and Thirty-Five One-Hundredths (130.35) feet of Lot Sixteen (16), Iowa Land Company's Addition to Manchester, Iowa, according to plat recorded in Book 4 L.D., Page 484.

(AKA 816 E Butler 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 169.05 "FENCES AND WALLS" 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

TIMOTHY MICHAEL HEIMS
Commission Number 821178
My Comm. Exp. NOV 12, 2022

Danica L. Schrader

PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 17 day of July, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Danica L. Schrader**, to me personally known to be the identical persons 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
Printed Notary Name

PARTY OF THE SECOND PART

Randy W. Franks
Randy W. Franks
PARTY OF THE SECOND PART

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

State of Iowa)
) ss:
County of Delaware)

On this 17 day of July, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Randy W. Franks** to me personally known to be the identical person(s) 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
Printed Notary Name

Dixie L. Franks
Dixie L. Franks
PARTY OF THE SECOND PART

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

State of Iowa)
) ss:
County of Delaware)

On this 17 day of July, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Dixie L. Franks** to me personally known to be the identical person(s) 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
Printed Notary Name