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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: William R. Buisman, 2099 Hennings Ave, Red Wing, MN 55066

FENCE AGREEMENT

This agreement made this 1st day of July, 2020, by and between **William R. Buisman,** Party of the First Part, and, **James O. Scott and Samantha J. Scott,** 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:

2011-3504
2017-1460

The South one-half (S½) of the West sixty six (66) feet and the South five and one-half (5½) feet of the North one-half (N½) of the West sixty six (66) feet of Lot Twenty One (21), Burrington's Addition to Manchester, Iowa, according to plat recorded in Book I L.D., Page 245 together with an easement regarding construction, maintenance and repair of a sewer drain of tile or pipe reserved in deed recorded in Book 19, Page 337 of record of Lot Deeds in the office of the Recorder of Delaware County, Iowa.

(aka 156 Gay 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 (N½) of the East thirty nine (39.0) feet of the West one-half (W½) of Lot Twenty One (21), Burrington's Addition to Manchester, Iowa, according to plat recorded in Book I L.D., Page 245, excepting any instrument of record which might affect the title to the above described lot, wherein descriptions were made on the basis that said lot was two hundred ten (210.0) feet in its dimensions.

(aka 173 Prospect 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 twelve (12) inches west of the **East** property line of the party of the first part; and twelve (12) inches east of the **West** property line of the party of the second part.
2. That said fence shall be erected and maintained solely at the expense of the party of the first part.
3. That the respective property owners are responsible for maintenance of the property on their respective sides of the property line.
4. 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.
5. 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.
6. 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 821179
My Comm. Exp. NOV 12, 2022

William R. Buisman, EXECUTOR

William R. Buisman, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 1st day of July, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **William R. Buisman**, 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

Printed Notary Name Timothy Michael Heims

PARTY OF THE SECOND PART

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

James O. Scott
James O. Scott, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 1st day of July, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **James O. Scott,** 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

Printed Notary Name Timothy Michael Heims

PARTY OF THE SECOND PART

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

Samantha J. Scott
Samantha J. Scott, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 1st day of July, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Samantha J. Scott,** 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

Printed Notary Name Timothy Michael Heims