



Book 2019 Page 838

2019 838 Type 06 ⁰¹⁴² Pages 3

Date 4/18/2019 Time 8:44:50AM

Rec Amt \$17.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: Jane E. Hanson, 401 East Main Street, Manchester, IA 52057, Phone: (563) 927-5920
Return To: Jane E. Hanson, 401 East Main Street, Manchester, IA 52057, Phone: (563) 927-5920

FENCE AGREEMENT

This agreement made this 10th day of April, 2019, by and between St. Mary's Church, Manchester, Iowa, Party of the First Part, and, Eastern Iowa Pumping Inc., 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:

Lot Twenty One (21) of Ballard Subdivision, Section 29, Township 89 North, Range 5 West of the 5th P.M., City of Manchester, Delaware County, Iowa; AND Lot Three (3) of Hildebrand Subdivision, a subdivision of Lot 11, Lot 12, Part of Lot 2, Part of Lot 13 and Part of Lot 22, Ballard Subdivision, Section 29, Township 89 North, Range 5 West of the 5th P.M., City of Manchester, Delaware County, Iowa

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:

Lot Two (2) of Hildebrand Subdivision, a subdivision of Lot 11, Lot 12, Part of Lot 2, Part of Lot 13 and Part of Lot 22, Ballard Subdivision, Section 29, Township 89 North, Range 5 West of the 5th P.M., City of Manchester, Delaware County, Iowa

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 second 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 second part shall hold the party of the first 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 and that they have sufficient authority to enter into this agreement and the City is not responsible for any title issues that may arise.

PARTY OF THE FIRST PART

Rev Gabriel Anderson

**Rev. Gabriel Anderson, Secretary
St. Mary's Church, Manchester, Iowa
PARTY OF THE FIRST PART**

STATE OF IOWA, COUNTY OF DELAWARE

This instrument was acknowledged before me on April 10, 2019, by Rev. Gabriel Anderson, Secretary, St. Mary's Church, Manchester, Iowa.



[Signature]

Signature of Notary Public

PARTY OF THE SECOND PART

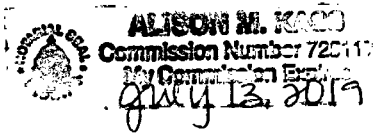
Joseph G. Hildebrand

**Joseph G. Hildebrand, President
Eastern Iowa Pumping Inc.**

PARTY OF THE SECOND PART

STATE OF IOWA, COUNTY OF DELAWARE

This instrument was acknowledged before me on April 11, 2019, by Joseph G. Hildebrand, President of Eastern Iowa Pumping Inc.



Alison M. Kass

Signature of Notary Public