

Book 2019 Page 998

2019 998 Type 06 014 Pages 2
Date 5/07/2019 Time 2:35:14PM
Rec Amt \$12 00

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: Chris Waterman, 148 Delhi Road, Manchester, IA 52057 563.920.4259

FENCE AGREEMENT

This agreement made this 2 day of April, 2019, by and between Christopher A & Linda M Waterman, Party of the First Part, and, Patrick A Schmitz and Julie A Schmitz, 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 **WEST** property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Lots Ten (10) and Eleven (11) of Sun Rise Acres Addition to Manchester, Iowa, according to plat recorded in Book 2 Plats, Page 59. (aka 148 Delhi Road)

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

Lots One (1) and Two (2) of Facorah Addition to Manchester, Iowa, according to plat recorded in Book 2 Plats, Page 193; same being a part of the Northwest Quarter (NW ¼) of Section Thirty Three (33), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian. (aka 138 Delhi Road)

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

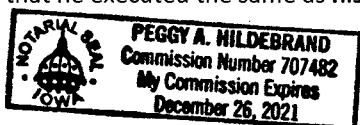
Christopher A Waterman, PARTY OF THE FIRST PART

State of Iowa

) SS:

County of Delaware

On this 7th day of May, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, Christopher A Waterman, 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.



Notary Public in and for the State of Iowa

Notary Public in and for the State of Iowa

Printed Notary Name

Peggy A Hildebrand

PARTY OF THE FIRST PART

Linda M. Waterman
Linda M Waterman, PARTY OF THE FIRST PART

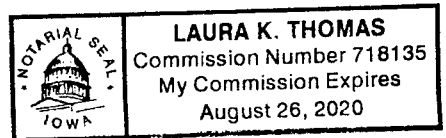
State of Iowa)
) ss:
County of Delaware)

On this 2 day of April, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, Linda M Waterman, 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

PARTY OF THE SECOND PART



Patrick A Schmitz
Patrick A Schmitz, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 22 day of April, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, Patrick A Schmitz, 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



PARTY OF THE SECOND PART

Julie A Schmitz
Julie A Schmitz, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 22 day of April, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, Julie A Schmitz, 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

