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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: Francisco Ramirez 109 Iowa Street, Manchester, IA 52057

FENCE AGREEMENT

This agreement made this 10th day of July, 2019, by and between Francisco L. Ramirez, Party of the First Part, and, Ryan F. & Kayla M. Leppert, 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:

That part of Lot Three (3) of Iowa Land Company's Addition to Manchester, Iowa, according to plat recorded in Book 4 L.D., Pages 484-485, described as commencing at a point one hundred twenty five (125.0) feet North of the Southwest corner of said Lot Three (3), and running thence East one hundred twenty three (123.0) feet, thence North sixty two and one-half (62 ½) feet, thence West one hundred twenty three (123.0) feet, thence South sixty two and one-half (62 ½) feet to the point of beginning. (aka 109 Iowa Street)

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:

The East sixty one and five-tenths (61.5) feet of the West one hundred twenty three (123.0) feet of the South one hundred twenty five (125.0) feet of Lot Three (3), of Iowa Land Company's Addition to Manchester, Iowa, according to plat recorded in Book 4 L.D., Page 484-485. (aka 804 East Main Street)

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:

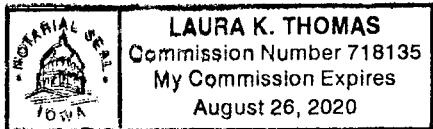
- 1. That said fence may be built on the property line of both parties. That said fence shall be erected and maintained solely at the expense of the party of the first part.
- 2. That the respective property owners are responsible for maintenance of the property on their respective sides of the property 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

Francisco Ramirez
Francisco L. Ramirez

State of Iowa)
County of Delaware) ss:

On this 10 day of July, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, Francisco L. Ramirez, 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

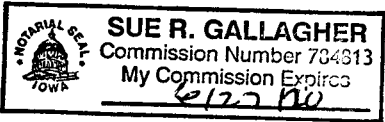
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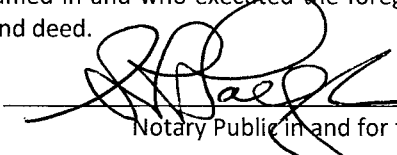
PARTY OF THE SECOND PART


Ryan F. Leppert

State of Iowa)
) ss:
County of Delaware)

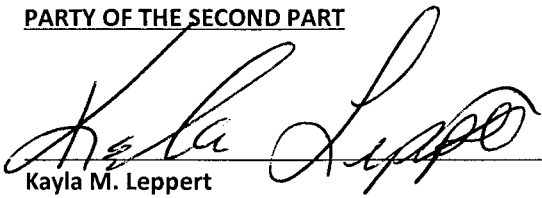
On this 15th day of July, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, **Ryan F. Leppert**, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.




Notary Public in and for the State of Iowa

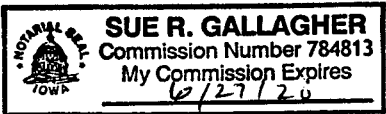
Printed Notary Name **SUE R. GALLAGHER**

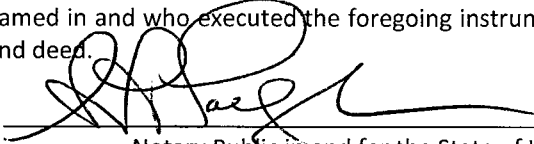
PARTY OF THE SECOND PART


Kayla M. Leppert

State of Iowa)
) ss:
County of Delaware)

On this 15th day of July, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, **Kayla M. Leppert**, 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

Printed Notary Name **Sue R Gallagher**