

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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This agreement made this 1 day of October 2021, by and between Mary Ann Duggan, Party of the First Part, and, Sailer Properties, L.L.C., (Frank J. Sailer), Party of the Second Part.

2016-1586
2011-3332

Lot Two Hundred Nine (209), and the East twenty six (26.0) feet of Lot Two Hundred Eight (208), except commencing at the Southeast corner of said Lot Two Hundred Nine (209), thence North forty two (42.0) feet, thence West sixty eight (68.0) feet, thence South forty two (42.0) feet, thence East sixty eight (68.0) feet to the point of beginning, in Manchester, Iowa, according to plate recorded in Book I L.D., Page 284 (aka 315 East Delaware Street)

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:

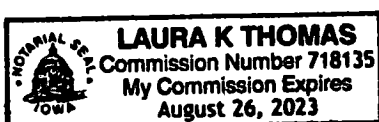
1. That said fence may be built on the property line of both parties. That said fence shall be erected and maintained solely at the expense of the party of the first part.
2. That the respective property owners are responsible for maintenance of the property on their respective sides of the property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

Mary Ann Duggan
Mary Ann Duggan, PARTY OF THE FIRST PART

State of Iowa)
County of Delaware) ss:

On this 1 day of October, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, Mary Ann Duggan 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

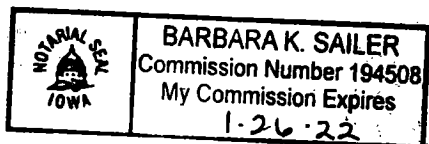
Printed Notary Name Laura K. Thomas

PARTY OF THE SECOND PART

Sailer Properties Frank Sailer
Sailer Properties, Frank J. Sailer, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 30th day of September, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, Sailer Properties, L.L.C, Frank J. Sailer, 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.



Barrack Sam
Notary Public in and for the State of Iowa

Printed Notary Name Barbara K. Sailer