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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and return to: ^(X) John W. Bernau, 304 Seeley St., Manchester, Iowa
52057. (563) 927-8611

FENCE AGREEMENT

This agreement is made and entered into this 18 day of OCTOBER, 2021, by and between John W. and Amy M. Bernau, husband and wife (the Bernaus), and Charles J. and Michelle L. Falck, husband and wife (the Falcks).

WHEREAS, the Bernaus wish to erect a fence along a portion of the east property line of their property legally described as follows:

Lot Four (4) of Tegeler's First Subdivision of Part of Lot 20 and Part of Lot 103 of Henry Acers' Addition to Manchester, Section 20 and 29, Township Eighty-Nine North (T89N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 7, Plats, Page 45. (aka 304 Seeley Street)

AND WHEREAS, said fence would be erected along a portion of the west property line of the Falcks' property legally described as follows:

An Undivided one-half interest in Lot Three (3) of Tegeler's First Subdivision of Part of Lot 20 and Part of Lot 103 of Henry Acers' Addition to Manchester, Section 20 and 29, Township Eighty-Nine North (T89N), Range Five West (R5W) of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 7, Plats, Page 45. (aka 300 Seeley 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

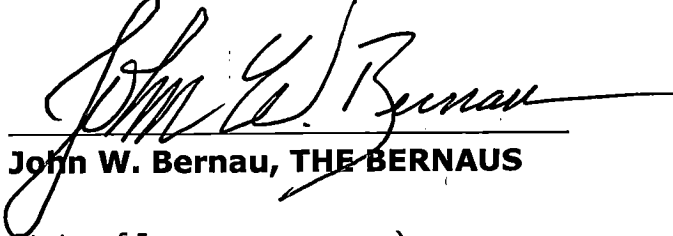
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agreement in writing be established for the erection of a fence on the property line between the Bernaus and the Falcks.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained within this Agreement and in consideration of the mutual benefits to be gained by the parties hereto, it is agreed as follows:

1. That said fence may be erected on the property line of both parties. That said fence shall be erected and maintained solely at the expense of the Bernaus.
2. That the respective property owners are responsible to maintain the property on their respective sides of the fence.
3. That the Bernaus shall hold the Falcks 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 the Bernaus shall be granted reasonable access to the Falcks' side of the fence from time to time and as may be reasonably necessary to repair or maintain the fence.
5. That this written agreement shall be binding upon not only the parties to this agreement, but also their successors and assigns, and shall run with the land so long as the fence remains in place.

THE BERNAUS



John W. Bernau, THE BERNAUS

State of Iowa

)

) ss:

County of Delaware

)

On this 22nd day of October 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, **John W. Bernau**, 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 voluntary act and deed.



Kathy M. Hauschild
Notary Public in and for the State of Iowa

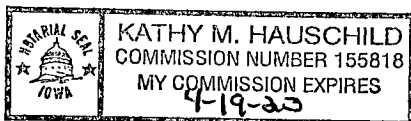
Printed Notary Name Kathy M. Hauschild

THE BERNAUS

Amy M. Bernau
Amy M. Bernau, THE BERNAUS

State of Iowa)
) ss:
County of Delaware)

On this 21 day of October 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, **Amy M. Bernau**, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Kathy M. Hauschild
Notary Public in and for the State of Iowa

Printed Notary Name Kathy M. Hauschild

THE FALCKS

Charles J. Falck
Charles J. Falck, THE FALCKS

State of Iowa)
) ss:
County of Delaware)

On this 18 day of October 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, **Charles J. Falck**, 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 voluntary act and deed.

Kim M. Cook

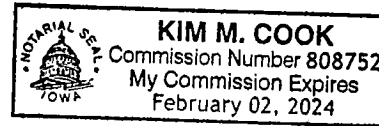
Notary Public in and for the State of Iowa

Printed Notary Name Kim M. Cook

THE FALCKS

Michelle L. Falck

Michelle L. Falck, THE FALCKS



State of Iowa)
) ss:
County of Delaware)

On this 18 day of October 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, **Michelle L. Falck**, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Kim M. Cook

Notary Public in and for the State of Iowa

Printed Notary Name Kim M. Cook

