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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-1111

Return To: Jordan L. Hoepfner and Jennifer L. Hoepfner, 120 Crescent Drive, Manchester, Iowa

FENCE AGREEMENT

This agreement made this 25th day of October, 2021, by and between Jordan L. Hoepfner and Jennifer L. Hoepfner, Party of the First Part, and Carl J. Sellner, 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:

Lot Six (6) of Schulte's First Addition to Northtown Estates Subdivision, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 166
(aka 120 Crescent Drive)

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:

Lot Ten (10), and Easterly twenty (20) feet of Lot Nine (9) described as commencing at the Southeast corner of said Lot Nine (9) and running thence Westerly a distance of twenty (20) feet on the South line of said Lot Nine (9), thence Northerly to a point on the North line of said Lot Nine (9) which is twenty (20) feet West of the Northeast corner of said Lot Nine (9), thence East to the Northeast corner of said Lot Nine (9), thence Southerly on the East line of said Lot Nine (9) to the point of beginning, all in Northtown Estates Subdivision of part of the North one-half (N 1/2) of the Southeast Quarter (SE 1/4) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5) West of the Fifth Principal Meridian, according to plat recorded in Book 4 Plats, Page 13, of records of the Delaware County, Iowa, Recorder,

(aka 116 Crescent Drive)

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 169.05 "FENCES AND WALLS" 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

Jordan L. Hoeppner

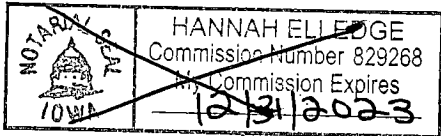
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 25th day of October, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, Jordan L. Hoeppner, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.

Jessica Kelly
Notary Public in and for the State of Iowa

Hannah Elledge
Printed Notary Name
Jessica Kelly



Jennifer L. Hoeppner

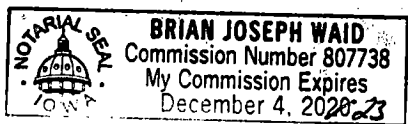
Jennifer L. Hoeppner
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 26th day of October, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, Jennifer L. Hoeppner, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.

Brian Waide
Notary Public in and for the State of Iowa

Brian Waide
Printed Notary Name



PARTY OF THE SECOND PART

Carl J. Sellner

Carl J. Sellner
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 25 day of October, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, Carl J. Sellner to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.

Jessica Kelly
Notary Public in and for the State of Iowa

Hannah Elledge
Printed Notary Name
Jessica Kelly

