



Book 2022 Page 2120

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

x Prepared By: E. Michael Carr, Carr & Carr Attorneys, PO Box 333, Manchester, IA 52057 (563) 927-4164
Return To: William J Blumer and Cindy J. Blumer, 712 N. Franklin Street, Manchester, IA 52057

FENCE AGREEMENT

This agreement made this 7 day of July, 2022, by and between William J. Blumer and Cindy J. Blumer, husband and wife, Party of the First Part, and, David C. Yoder and Ruby E. Winkels, husband and wife Party of the Second Part.

2017-448
2022-69

WHEREAS, the party of the first part wishes to build the fence on their property line, said fence being on the **NORTH** property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

The South fifty (50) feet of Lot Twenty Nine (29), Burrington's Addition to Manchester, Iowa, according to plat recorded in Book 2 Plats, Page 13.
(aka 712 N Franklin Street)

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

The East one hundred forty six (146.0) feet of the North ninety eight and one-half (98½) feet of Lot Twenty Nine (29), Burrington's Addition to Manchester, Iowa, according to plat recorded in Book 1 L.D., Page 245.
(aka 800 N Franklin Street)

AND WHEREAS, the said fence to be on the **NORTH** property line of the party of the first part; and the **SOUTH** property line of the party of the second part,

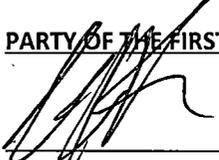
AND WHEREAS, Section 165.25.10 "Fence Regulations" of the Code of Ordinances of the City of Manchester, Iowa, requires an agreement in writing be established for the erection of a fence or wall on the property line.

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



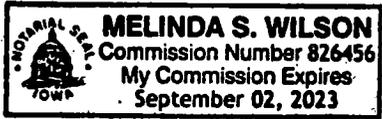
 William J. Blumer

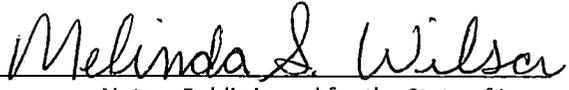


 Cindy J. Blumer

State of Iowa)
) ss:
 County of Delaware)

On this 11th day of July, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, William J. Blumer and Cindy J. Blumer, 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.

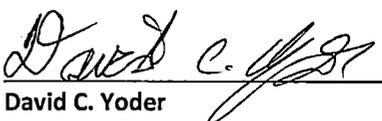




 Notary Public in and for the State of Iowa

Printed Notary Name Melinda S. Wilson.

PARTY OF THE SECOND PART



 David C. Yoder

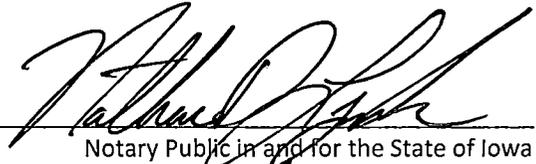


 Ruby E. Winkels

State of Iowa)
) ss:
 County of Delaware)

On this 7 day of July, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, David C. Yoder and Ruby E. Winkels, 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.





 Notary Public in and for the State of Iowa

Printed Notary Name Nathan D. Lynch