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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: Blake Schrader, 518 Prospect St, Manchester, Ia 52057

FENCE AGREEMENT

This agreement made this 9 day of August, 2022, by and between Blake Schrader, Party of the First Part, and Clifford D. Bunting, 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 North property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:
The East sixty (60) feet of the West one hundred eighty (180) feet of the South one hundred fifteen (115) feet of that part of Lot Nine (9) of the Subdivision of the Southwest Quarter (SW ¼) and the South one-half (S ½) of the Northwest Quarter (NW ¼) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to the plat recorded in Book A Plats, Page 4, that lies North of Prospect Street in Manchester, Iowa (**aka 518 Prospect St**)

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:

All that part of the West Four and Sixty-seven Hundredths (4.67) chains of Lot Nine (9) of the Subdivision of the Southwest Quarter (SW ¼) and of the South Half (S ½) of the Northwest Quarter (NW ¼) of Section Twenty-eight (28), Township Eighty – nine (89) North, Range Five (5), West of the 5th P.M., that lies North of Prospect Street Manchester, Delaware County, Iowa, except that part thereof described as Commencing at a point where the North line of Prospect Street intersects the West line of said Lot Nine (9), running thence North along the West line of said Lot Nine (9) a distance of One hundred Twenty (120) feet, thence East Sixty-six (66) feet, thence South and parallel with the West line of said Lot Nine (9) a distance of Five (5) feet, thence East a distance of One Hundred Seventy four (174) feet, thence South parallel with the West Line of said Lot Nine (9) a distance of One Hundred Fifteen (115) feet to the North line of said Prospect Street, thence West along the North line of said Prospect Steet a distance of Two Hundred Forty (240) feet to the point of beginning according to the recorded plat thereof. This deed is given in fulfillment of land contract between grantor and grantees dated August 10, 1966, and and filed for record August 17, 1966, in Book 86, L.D., page 350, in the office of the Recorder of Delaware County, Iowa;

and, Lot One (1) of Lot Eighteen (18), except the South one hundred thirty eight and nine-tenths (138.9) feet of the East one hundred seventy one (171.0) feet thereof, of the Subdivision of Lot Eleven (11) of the Subdivision of the Southwest Quarter (SW ¼) and the South one-half (S ½) of the Northwest Quarter (NW ¼) of Section Twenty-Eight (28), Township Eighty Nine (89) North, Range Five (5) West of the Fifth P.M., and further excepting that part of said Lot Eighteen (18) described as the West one Hundred five (105) feet of the South two hundred ninety (290) feet of said Lot Eighteen (18), Manchester, Delaware County, Iowa, together with, and subject to, all restrictions, rights, covenants and provisions of that certain contract for the sale of the above described real estate dated February 16, 1974, filed for record February 22, 1972, in Book 94 L.D. P. 324 of the records in the office of the Recorder of Delaware County Iowa; this deed is delivered in performance of the terms of the aforesaid contract of sale;

excepting, The East 68.22 feet of the South 120 feet of all that part of the West four and sixty-seven one-hundredths (4.67) chains of Lot Nine (9) of the Subdivision of the South West quarter and the South One Half of North West quarter of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., that lies North of Prospect Street in Manchester, Iowa, except that part thereof described as commencing at a point where the North line of Prospect Street intersects the West Line of said Lot Nine (9), running thence North along the West Line of said Lot Nine (9), a distance of one hundred twenty (120) feet, thence East sixty six (66) feet, thence South and parallel with the West line of said Lot Nine (9) a distance of five (5) feet, thence East a distance of one Hundred seventy four (174) feet, thence South and parallel with the West line of said Lot Nine (9) a distance of one hundred fifteen (115) feet to the North line of said Prospect Street, thence West along the North line of said Prospect Street a distance of two hundred forty (240) feet to point of beginning. Grantors reserve driveway easement set out in contract between grantors and grantees dated and file August 17, 1966, in Book 85, L.D., page 351, office of Delaware County Recorder. Grantors hereby agree that any conveyance of the above described real estate by grantees here in shall not terminate the option to purchase contained in said contract. (**aka Clara Ave**)

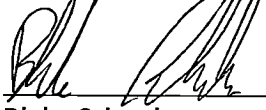
AND WHEREAS, the said fence to be on the North property line of the party of the first part; and the South property line of the party of the second part:

AND WHEREAS, Section 165.25.10 "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.

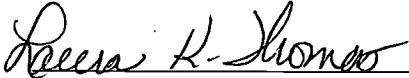
PARTY OF THE FIRST PART



Blake Schrader, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

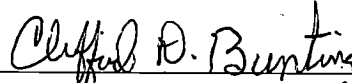
On this 9 day of August, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Blake Schrader**, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.



Notary Public in and for the State of Iowa



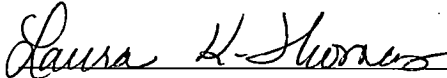
PARTY OF THE SECOND PART



Clifford D. Bunting, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 9 day of August, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Clifford D. Bunting** 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.



Notary Public in and for the State of Iowa

