



Book 2023 Page 730

Document 2023 730 Type 06 014 Pages 2
Date 4/05/2023 Time 3:34:21PM
Rec Amt \$12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Return To: Matthew L. & Sara J. Breckenfelder, 1010 New Street, Manchester, Iowa

FENCE AGREEMENT

This agreement made this 27th day of March, 2020, by and between Matthew L. & Sara J. Breckenfelder, Party of the First Part, and Wilma M. Hatch, 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 **SOUTH** property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

That part of the North one-half of the Southeast Quarter of the Northeast Quarter of Section Twenty Nine, Township Eighty Nine North, Range Five, West of the Fifth P.M. described as commencing at a point on the West line of New Street eighteen rods North of the South line of said North one-half of the Southeast Quarter of the Northeast Quarter and running thence West one hundred twenty feet, thence North ninety nine feet, thence East one hundred twenty feet to the West line of New Street, thence South ninety nine feet to the point of beginning.
AKA 1010 New Street

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

The North one-half of Lot Four, Block Two, Gales Subdivision to Manchester, Iowa, according to plat recorded in Book 2 Plates, Page 93; and that part of the North one-half of the Southeast Quarter of the Northeast Quarter of Section Twenty Nine. Township Eighty Nine North, Range Five, West of the Fifth Principal Meridian described as commencing at a point on the West line of New Street fourteen rods North of the South line of the North one-half of the Southeast Quarter of the Northeast Quarter, and running thence West one hundred twenty feet thence North sixty six feet, then East one hundred twenty feet to the West line of New Street, thence South sixty six feet to the point of beginning
AKA 1008 New Street

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

AND WHEREAS, Section 165.25.10 "FENCE REGULATIONS" of the City Code 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



Matthew L. Breckenfelder
PARTY OF THE FIRST PART



Sara J. Breckenfelder
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

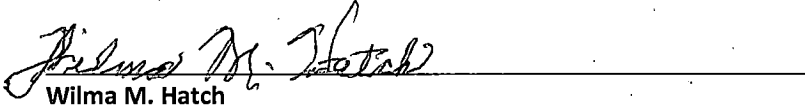
On this 27th day of March, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, Matthew L. Breckenfelder and Sara J. Breckenfelder, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as **their** voluntary act and deed.




Notary Public in and for the State of Iowa

Printed Notary Name Michele R. Africa

PARTY OF THE SECOND PART

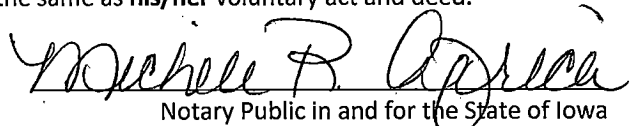


Wilma M. Hatch
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 27th day of March, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, Wilma M. Hatch 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

Printed Notary Name Michele R. Africa