

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: Travis J. Riley and Heather A. Riley, 1028 N 3rd Street, Manchester, Iowa, Ph. 563-920-0114

24 7-16-18

FENCE AGREEMENT

This agreement made this 16 day of May, 2018, by and between Travis J. Riley and Heather A. Riley, husband and wife, Party of the First Part, and Casey J. Lewin and Jessie M. Lewin, husband and wife, Party of the Second Part. OK 7-16-18
LK 7-16-18

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:

The North one-half (N ½) of the East one-half (E ½) of Lot One Hundred (100) of Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1.
AKA 1028 N 3rd Street

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:

The North Seventy-nine and Two-tenths (79.2) fee of the West One Hundred Thirty-two (132.0) feet of Lot One Hundred (100) of Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1.
AKA 1027 N 4th 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 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.

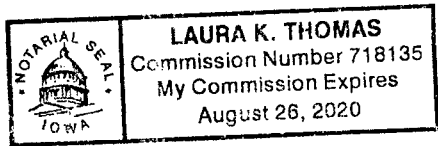
NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and in consideration of the mutual benefits to be gained by the parties, it is agreed as follows:

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

Travis J. Riley
Travis J. Riley
PARTY OF THE FIRST PART

Heather A. Riley
PARTY OF THE FIRST PART



State of Iowa)
County of Delaware) ss:

On this 16 day of May, 2013 lt, before me, a Notary Public in and for the State of Iowa, personally appeared, Travis J. Riley and Heather A. Riley 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.

Laura K. Thomas
Notary Public in and for the State of Iowa

Printed Notary Name Laura K. Thomas

PARTY OF THE SECOND PART

Casey J. Lewin
Casey J. Lewin
PARTY OF THE SECOND PART

Jessie M. Lewin
Jessie M. Lewin
PARTY OF THE SECOND PART

State of Iowa)
County of Delaware) ss:

On this 16 day of May, 2016 lt, before me, a Notary Public in and for the State of Iowa, personally appeared, Casey J. Lewin and Jessie M. Lewin 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.

Laura K. Thomas
Notary Public in and for the State of Iowa

Printed Notary Name Laura K. Thomas

