

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Iowa, 208 E Main Street, Manchester, IA 52057 563-927-3636
Return To: Jonathan Barron, 600 Quaker Mill Drive, Manchester, IA 52057 563.920.0313

FENCE AGREEMENT

This agreement made this 30 day of October, 2018, by and between Jonathan Barron and Devon Pearson, Party of the First Part, and, Jeffrey Juergens and Molly Juergens, 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 South one-half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. described as commencing at a point ten (10) feet South of the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Twenty (20), and running thence West twenty nine (29) feet and eight (8) inches, thence South on a line parallel to and twenty nine (29) feet and eight (8) inches West of the East line of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) a distance of one hundred ninety (190) feet, thence East to the West line of Lot Eighty Three (83) of Henry Acers' Addition to Manchester, Iowa, thence North along the West line of Lots Eighty Three (83) and Eighty Two (82) of said Henry Acers' Addition two hundred (200) feet to the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section Twenty (20), thence West along said North line thirty three (33) feet, thence South ten (10) feet, thence West three hundred thirty (330) feet to the point of beginning

(aka 600 Quaker Mill Drive)

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 three hundred (300) feet and the East sixty six (66) feet of the South one hundred thirty and forty three hundredths (130.43) feet of the North four hundred thirty and forty three hundredths (430.43) feet of the following described tract: That part of the South one-half (S 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. described as beginning at a point two hundred (200.0) feet South of the Northeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section Twenty (20), and running thence West twenty nine (29) feet and eight (8) inches, thence South on a line parallel to and twenty nine (29) feet and eight (8) inches West of the East line of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) to a point that is thirty one and seven hundred ninety two one-thousandths (31.792) rods North of the South line of said Southwest Quarter (SW 1/4), thence East to the West line of Lot Seven (7) of the Plat of Graybill's First Subdivision And Extensions Of Line Street And North Sixth Street, according to plat recorded in Book 3 Plats, Page 217, thence North to the Northwest corner of said Lot Seven (7), thence North 89° 00' East along the North line of said Lot Seven (7) to the Northeast corner of said Lot Seven (7), thence North one hundred fifty two (152.0) feet along the West line of North Sixth Street, thence North 89° 00' East sixty six (66.0) feet to the Southwest corner of Lot Eighty Six (86) of Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1, thence North along the West line of Henry Acers' Addition to a point two hundred (200.00) feet South of the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section Twenty (20), thence West to the point of beginning.

(aka 1308 N 6th 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(g)(2) "Fence Regulations" 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

Jonathan Barron

PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 2 day of November 2018, before me, a Notary Public in and for the State of Iowa, personally appeared, Jonathan Barron, 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/her voluntary act and deed.

Sue R. Gallagher
Notary Public in and for the State of Iowa

Printed Notary Name _____



PARTY OF THE FIRST PART

Devon Pearson

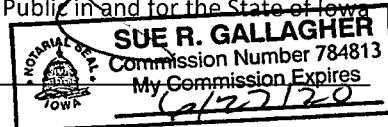
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 2 day of November 2018, before me, a Notary Public in and for the State of Iowa, personally appeared, Devon Pearson, 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/her voluntary act and deed.

Sue R. Gallagher
Notary Public in and for the State of Iowa

Printed Notary Name _____



PARTY OF THE SECOND PART

Jeffrey Juergens

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Clayton)
County of Delaware)

On this 30 day of October 2018, before me, a Notary Public in and for the State of Iowa, personally appeared, Jeffrey Juergens 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/her voluntary act and deed.

Peggy Fettkether
Notary Public in and for the State of Iowa

Printed Notary Name Peggy Fettkether

PARTY OF THE SECOND PART

Molly Juergens

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Clayton)
County of Delaware)

On this 30 day of October 2018, before me, a Notary Public in and for the State of Iowa, personally appeared, Molly Juergens 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/her voluntary act and deed.

Peggy Fettkether
Notary Public in and for the State of Iowa

Printed Notary Name Peggy Fettkether

