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2019 775 Type 06 014 Pages 2
Date 4/10/2019 Time 1:37:14PM
Rec Amt \$12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ew/ Prepared By: City of Manchester, Iowa, 208 E Main Street, Manchester, IA 52057 563-927-3636
(x) Return To: Michael McNally, 208 E Marion Street, Manchester, IA 52057 563.927.9149

FENCE AGREEMENT

This agreement made this 10th day of April, 2019, by and between Michael J. McNally Party of the First Part, and, James V. Graybill and Patricia A. Graybill, 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 & EAST** property lines of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Parcel 2018-36 part of Lot 225 and the south 65 feet of Lot 224, in the Original Town of Manchester, Recorded in Book 1, Page 284, City of Manchester, Delaware County Iowa (aka 208 E Marion Street)

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

The North fifty (50) feet of Lot Two Hundred Twenty Four (224), Manchester, Iowa, according to plat recorded in Book 1, L.D., Pages 284-285. (aka 211 S Tama Street)

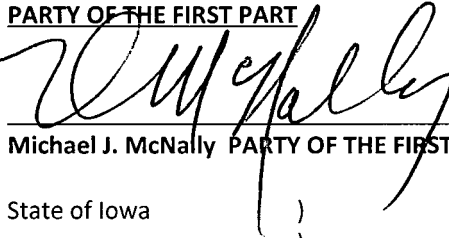
AND WHEREAS, the said fence to be on the **NORTH & EAST** property line of the party of the first part; and the **SOUTH & WEST** property line of the party of the second part,

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

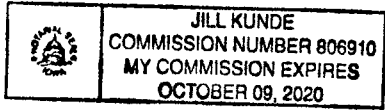

Michael J. McNally PARTY OF THE FIRST PART

State of Iowa)

) ss:

County of Delaware)

On this 10th day of April, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, Michael J. McNally, 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.



Jill Kunde
Notary Public in and for the State of Iowa
Jill A. Kunde

Printed Notary Name

PARTY OF THE SECOND PART

James V. Graybill
James V. Graybill, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 8 day of April, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, James V. Graybill, 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.



Patricia Coleman
Notary Public in and for the State of Iowa

Printed Notary Name PATRICIA COLEMAN

PARTY OF THE SECOND PART

Patricia Graybill
Patricia A. Graybill, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 8 day of April, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, Patricia A. Graybill, 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.



Patricia Coleman
Notary Public in and for the State of Iowa

Printed Notary Name PATRICIA COLEMAN