



Book 2019 Page 1335

2019 1335 Type 06 014 Pages 3

Date 5/31/2019 Time 3:30:03PM

Rec Amt \$17.00

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: Steven E. Carr, 104 Walker Drive, Manchester, IA 52057



FENCE AGREEMENT

This agreement made this 29 day of May, 2019, by and between Steven E. Carr, a single person Party of the First Part, and, Jeremy E. Smith and Jamie R. Smith, husband and wife 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 WEST property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Lot Eleven (11) of Nelson's Subdivision to Manchester, Iowa, according to plat recorded in Book 4 Plats, Pages 2-5.
(aka 104 Walker Dr)

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:

Lot Ten (10) of the Survey and Plat of Nelson's Subdivision of part of the North one-half (N ½) of the South one-half (S ½) of Section Twenty (20), Township Eighty-Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 4 Plats, Pages 2-5
(aka 108 Walker Dr)

AND WHEREAS, the said fence to be on the WEST property line of the party of the first part; and the EAST 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.

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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.

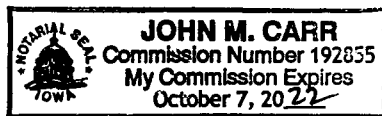
PARTY OF THE FIRST PART

Steven E. Carr

Steven E. Carr

State of Iowa)
) ss:
 County of Delaware)

On this 31st day of May, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, Steven E. Carr, 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 voluntary act and deed.



John M. Carr

Notary Public in and for the State of Iowa

Printed Notary Name John M. Carr

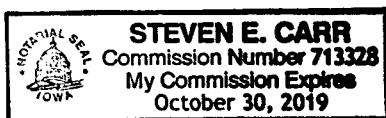
PARTY OF THE SECOND PART

Jeremy E. Smith

Jeremy E. Smith

State of Iowa)
) ss:
 County of Delaware)

On this 29 day of May, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, Jeremy E. Smith, 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 voluntary act and deed.

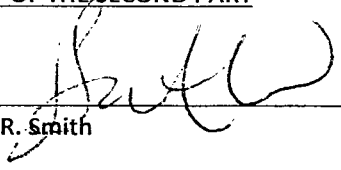


Steven E. Carr

Notary Public in and for the State of Iowa

Printed Notary Name Steven E. Carr

PARTY OF THE SECOND PART



Jamie R. Smith

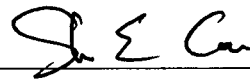
State of Iowa)

) ss:

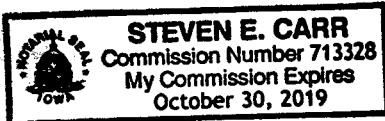
County of Delaware)

On this 29 day of May, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared,

Jamie R. Smith, 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 her voluntary act and deed.



Notary Public in and for the State of Iowa



Printed Notary Name Steven E. Carr