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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: Marc MacTaggart, 603 East Butler Street, Manchester, IA 52057

28th

FENCE AGREEMENT

This agreement made this 28th day of JUNE, 2019, by and between Cynthia Herstedt-Ross, Party of the First Part, and, Marc W. MacTaggart and Lynn M. Hartman (aka Lynn M. MacTaggart), 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 Fifty-five (55) and the East one fourth (E ¼) of Lot Fifty-four (54), Manchester, Iowa according to plat recorded in Book I L.D., Page 284 except the West 7.5 feet of the East One-quarter of Lot 54, Manchester (Formerly Burrington) City of Manchester, Delaware County, Iowa. (aka 605 East Butler 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 West three-fourths (W 3/4) of Lot Fifty Four (54), Manchester, Iowa, according to plat recorded in Book I L.D., Page 284, except the West seven (7.0) feet thereof, and except also commencing at a point seven (7.0) feet East of the Southwest corner of said Lot Fifty Four (54), thence North forty five and one-half (45 1/2) feet, thence East twenty (20.0) feet, thence South twenty seven and one-half (27 1/2) feet, thence East twenty (20.0) feet, thence South eighteen (18.0) feet, thence West forty (40.0) feet to the place of beginning; also all rights and easements in and to the East five feet of the West seven (7.0) feet of said Lot and excepting the easement granted over the East five (5.0) feet of the West twelve (12.0) feet of said Lot shown of record in Book 4, Page 405, of the Deed Records of Delaware County, Iowa. (aka 603 East Butler Street)

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:

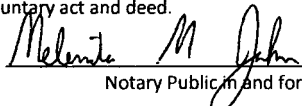
1. That said fence may be built on the property line of both parties. That said fence shall be erected and maintained solely at the expense of the party of the first part.
2. That the respective property owners are responsible for maintenance of the property on their respective sides of the property 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


Cynthia Herstedt-Ross, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 1st day of July, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, Cynthia Herstedt-Ross 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.


Notary Public in and for the State of Iowa

2010-3997
44-119

Printed Notary Name Melinda M John

PARTY OF THE SECOND PART

Marc W. MacTaggart

Marc W. MacTaggart, PARTY OF THE SECOND PART



State of Iowa)
) ss:
County of Delaware)

On this 28 day of June, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, Marc W. MacTaggart 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.

Tiffany Hansel
Notary Public in and for the State of Iowa

Printed Notary Name Tiffany Hansel

PARTY OF THE SECOND PART

Lynn M. MacTaggart

Lynn M. Hartman (aka Lynn M. MacTaggart), PARTY OF THE SECOND PART



State of Iowa)
) ss:
County of Delaware)

On this 28 day of June, 2019, before me, a Notary Public in and for the State of Iowa, personally appeared, Lynn M. Hartman (aka Lynn M. MacTaggart) 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.

Tiffany Hansel
Notary Public in and for the State of Iowa

Printed Notary Name Tiffany Hansel

