



Book 2024 Page 409

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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-1111

Return To: Joe Axline, 404 S Tama St., Manchester, IA 52057

### FENCE AGREEMENT

This agreement made this 20 day of Feb, 2024, by and between Joseph and Nichole Axline, Party of the First Part, and Ronald Behnken and Janice M. Behnken, 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 **EAST** property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

**RE: The West one half (W1/2) of Lot Two (2), Amsden's Second Addition to Manchester, Iowa, according to plat recorded in Book 19 L.D., page 336, and a piece of land described as commencing at the Northwest corner of said Lot Two (2) and running thence East four (4) rods, thence North ten (10) feet, thence West four (4) rods, thence South ten (10) feet to the place of beginning, same being a part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section Thirty Two (32), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M.**

(AKA 404 S Tama St)

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

N 1/2 OF LOT 4, AMSDENS SECOND ADDITION TO MANCHESTER EXCEPT A STRIP 4' WIDE ALONG THE NORTH SIDE of Lot 4 in Amsdens Second Addition, Section 32, T89N, R5W of the Fifth P.M., City of Manchester, Delaware County, Iowa

(AKA 405 S Brewer St)

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

**AND WHEREAS**, Section 165.25.10 "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.

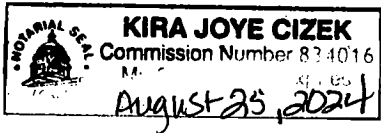
**PARTY OF THE FIRST PART**

Joseph Axline  
PARTY OF THE FIRST PART

State of Iowa )  
                          ) ss:  
County of Delaware )

On this 20 day of February, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, **Joseph Axline**, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

Kira Joye Cizek  
Notary Public in and for the State of Iowa

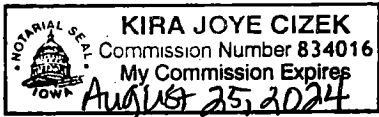


Nichole Axline  
**Nichole Axline**  
PARTY OF THE FIRST PART

State of Iowa )  
                          ) ss:  
County of Delaware )

On this 20 day of February, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, **Nichole Axline**, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

Kira Joye Cizek  
Notary Public in and for the State of Iowa



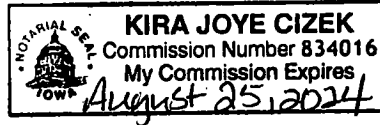
**PARTY OF THE SECOND PART**

Ronald J Behnken  
**Ronald Behnken**  
PARTY OF THE SECOND PART

State of Iowa )  
                          ) ss:  
County of Delaware )

On this 20 day of February, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, **Ronald Behnken**, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

Kira Joye Cizek  
Notary Public in and for the State of Iowa



Janice M. Behnken POA  
**Janice M. Behnken**  
PARTY OF THE SECOND PART

State of Iowa )  
                          ) ss:  
County of Delaware )

On this 20 day of February, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, **Janice M. Behnken**, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

Kira Joye Cizek  
Notary Public in and for the State of Iowa

