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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Return To: Austin Timmerman 1017 N Franklin Street, Manchester, Iowa, Ph. 563.608.3769

FENCE AGREEMENT

This agreement made this 17th day of June, 2011, by and between, **Austin Timmerman and Kayla Bagby,** Party of the First Part, and **Marla Schiess,** 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 property line of the party of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows:

That part of Orchard Lot in Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1, described as commencing at a point nineteen (19) rods and three (3) feet South of the Northwest corner of said Lot, and running thence East one hundred forty (140.0) feet, thence North sixty (60.0) feet, thence West one hundred forty (140.0) feet, thence South sixty (60.0) feet to the point of beginning

AKA: 1017 N Franklin

AND WHEREAS, the said fence to be on the North property line of the party of the first part; South property line of the party of the second part:

AND WHEREAS, Section 169.05 "FENCES AND WALLS" 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.

PARTY OF THE FIRST PART

Austin Timmerman
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 17th day of June, 2011, before me, a Notary Public in and for the State of Iowa, personally appeared Austin Timmerman 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.

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
8-26-11

Notary Public in and for the State of Iowa

Printed Notary Name Laura K. Thomas

PARTY OF THE FIRST PART

Kayla Bagby

Kayla Bagby
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 28 day of June, 2011, before me, a Notary Public in and for the State of Iowa, personally appeared Kayla Bagby to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

LAURA K. THOMAS
NOTARIAL SEAL IOWA
Commission Number 718135
My Commission Expires

Laura K Thomas
Notary Public in and for the State of Iowa

Printed Notary Name Laura K Thomas

PARTY OF THE SECOND PART

Marla Schiess

Marla Schiess
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 17 day of June, 2011, before me, a Notary Public in and for the State of Iowa, personally appeared, Marla Schiess, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

LAURA K. THOMAS
NOTARIAL SEAL IOWA
Commission Number 718135
My Commission Expires
8-2611

Laura K. Thomas
Notary Public in and for the State of Iowa

Printed Notary Name Laura K. Thomas