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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Taylor Matteson, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Return To: Jason A. Wenger, 1025 Sunrise Dr., Manchester, Iowa, Ph. 563-927-2753

FENCE AGREEMENT

This agreement made this 20th day of June, 2012, by and between Jason A. Wenger and Gretchen M. Wenger, Party of the First Part, and, Richard L. Justice and Carol L. Justice, 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 Meadow Park, A Subdivision of part of the NW1/4-NE1/4, SW1/4-NE1/4, NE1/4-NW1/4 and the SE1/4-NW1/4,all of Section 28, T89N, R5W of the Fifth P.M., City of Manchester, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 188.

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 ~~Eleven~~ twelve(12) of Meadow Park, A Subdivision of part of the NW1/4-NE1/4, SW1/4-NE1/4, NE1/4-NW1/4 and the SE1/4-NW1/4,all of Section 28, T89N, R5W of the Fifth P.M., City of Manchester, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 188.

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 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.
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

Jason A. Wenger
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 22 day of June, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared, Jason A. Wenger, 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.

DONNA M. KUNDE
Commission Number 175597
My Commission Expires
8-16-12

Notary Public in and for the State of Iowa

Printed Notary Name Donna M. Kunde

PARTY OF THE FIRST PART

Gretchen M. Wenger
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 22 day of June, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared, Gretchen M. Wenger, 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.

DONNA M. KUNDE
Commission Number 175597
My Commission Expires
8-16-12

Notary Public in and for the State of Iowa

Printed Notary Name Donna M. Kunde

PARTY OF THE SECOND PART

Richard L. Justice
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 20th day of June, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared, Richard L. Justice, 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.

DONNA M. KUNDE
Commission Number 175597
My Commission Expires
8-16-12

Notary Public in and for the State of Iowa

Printed Notary Name Donna M. Kunde

PARTY OF THE SECOND PART

Carol L. Justice

Carol L. Justice
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 20th day of June, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared, Carol L. Justice, 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.

Donna M. Kunde

Notary Public in and for the State of Iowa

DONNA M. KUNDE
Commission Number 175597
My Commission Expires
8-16-12

Printed Notary Name Donna M. Kunde