Book 2014 Page 825
Document 2014 825 Type 06 014 Pages 2
Date 4/11/2014 Time 1:28:49PM
Rec Amt $12.00

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: Ben Ogden, 119 Clara Avenue, Manchester, Iowa Ph. 563-920-8315

ENV. (X)

FENCE AGREEMENT

This agreement made this 11 day of April, 2014, by and between Benjamin Ogden, Party of the First Part, and, Dennis G. Robertson and Karen L. Robertson, husband and wife, Party of the Second Part.

2005-1931
1999-1335

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:

That part of Lot Three (3) of the Subdivision of Lot Nine (9) of the Subdivision of North one-half (N ½) of the Southeast Quarter (SE ¼) and South one-half (S ½) of the Northeast Quarter (NE ¼) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 73, and of Lot Eleven (11) of the Subdivision of North one-half (N ½) of the Southeast Quarter (SE ¼) and the South one-half (S ½) of the Northeast Quarter (NE ¼) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 6, described as commencing at a point on the South line of Clara Avenue two hundred ninety one (291) feet east of the East line of Franklin Street, thence East sixty eight (68) feet, thence South one hundred fifty five (155) feet, thence West sixty and one-half (60 ½) feet, thence North thirty nine (39) feet, thence West seven and one-half (7 ½) feet, thence North 116 feet to the point of beginning.

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:

That part of Lot Three (3) of the Subdivision of Lot Nine (9) of the Subdivision of the North one-half (N ½) of the Southeast Quarter (SE ¼) and the South one-half (S ½) of the Northeast Quarter (NE ¼) according to plat recorded in Book A Plats, Page 73, and of Lot Eleven (11) of the Subdivision of the North one-half (N ½) of the Southeast Quarter (SE ¼) and the South one-half (S ½) of the Northeast Quarter (NE ¼) according to plat recorded in Book A Plats, Pge 6, all in Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., described as commencing at a point on the South line of Clara Avenue three hundred fifty nine (359) feet East of the East line of Franklin Street, Manchester, Iowa, thence East sixty eight (68) feet, thence South one hundred fifty five (155) feet, thence West sixty eight (68) feet, thence North one hundred fifty five (155) feet to the place of beginning.

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 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

Benjamin Ogden
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 11th day of April, 2014, before me, a Notary Public in and for the State of Iowa, personally appeared, **Benjamin Ogden**, 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

Printed Notary Name Julie A. Schmitz

JULIE A. SCHMITZ
Commission Number 224151
My Commission Expires
September 14, 2014

PARTY OF THE SECOND PART

Dennis G. Robertson
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 11 day of April, 2014, before me, a Notary Public in and for the State of Iowa, personally appeared, **Dennis G. Robertson** 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

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2014

Printed Notary Name Laura K. Thomas

PARTY OF THE SECOND PART

Karen L. Robertson
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 11 day of April, 2012, before me, a Notary Public in and for the State of Iowa, personally appeared, **Karen L. Robertson**, 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.

Notary Public in and for the State of Iowa

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2014

Printed Notary Name Laura K. Thomas