Book 2015 Page 1651
Document 2015 1651 Type 06 014 Pages 2
Date 6/25/2015 Time 11:38:55AM
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: Nikolas S. or Kelli A. May, 916 Tanglewood, Manchester, Iowa, Ph. 563-349-1404

# FENCE AGREEMENT

This agreement made this 17 day of June, 2015, by and between **Nikolas S. May and Kellie A. May**, husband and wife, Party of the First Part, and **Harlin D. Gilje and Sandra L. Gilje**, husband and wife, 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 the parcel legally described as follows:

Lot Ten (10) of the Plat of Tanglewood Subivision – Plat No. 2, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 5 Plats, Page 116
*AKA 916 Tanglewood*

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

Lot Eleven (11) of the Plat of Tanglewood Subdivision – Plat No. 2, City of Manchester, according to plat recorded in Book 5 Plats, Page 116
*AKA 1000 Tanglewood*

**AND WHEREAS**, the said fence to be on the North property line of the party of the first part; and the 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.
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**

**Nikolas S. May**
**PARTY OF THE FIRST PART**

**Kellie A. May**
**PARTY OF THE FIRST PART**

State of Iowa )
) ss:
County of Delaware )

On this 10th day of June, 2015, before me, a Notary Public in and for the State of Iowa, personally appeared, **Nikolas S. May and Kellie A. May**, to me personally known to be the identical persons 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, 2017

**PARTY OF THE SECOND PART**

**Harlin D. Gilje**
**PARTY OF THE SECOND PART**

**Sandra L. Gilje**
**PARTY OF THE SECOND PART**

State of Iowa )
) ss:
County of Delaware )

On this 17 day of June, 2015, before me, a Notary Public in and for the State of Iowa, personally appeared, **Harlin D. Gilje and Sandra L. Gilje** to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as **his/her** voluntary act and deed.

Sarah Elizabeth Kennedy
COMMISSION NO. 789795
My Commission Expires
4/30/2018

Notary Public in and for the State of Iowa

Printed Notary Name Sarah Elizabeth Kennedy