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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. 563-927-3636
Return To: David M Malausky, 144 Crescent Drive, Manchester, Iowa, Ph. 563-608-4560

FENCE AGREEMENT

This agreement made this 8 day of April 2016, by and between **David M. Malausky and Beverly J. Malausky**, Party of the First Part, and, **Marlene Kay Reth**, 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 **South** property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Lot Seventeen (17) of Northtown Estates Subdivision of part of the North Half (N ½) of the Southeast Quarter (SE ¼) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa (aka 144 Crescent Drive, Manchester, Delaware County, Iowa)

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

Lot Eighteen (18) of Northtown Estates Subdivision of part of the North one-half (N ½) of the Southeast Quarter (SE ¼) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 4 Plats, Page 13. (aka 148 Crescent Drive, Manchester, Delaware County, Iowa)

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

AND WHEREAS, Section 165.25.10(g)(2) "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

DM Maly

David M. Malausky
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 8 day of April, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared, **David M. Malausky,** 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
Notary Public in and for the State of Iowa

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2017

Printed Notary Name Laura K Thomas

PARTY OF THE FIRST PART

Beverly J Malausky

Beverly J. Malausky
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 8 day of April, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared, **Beverly J. Malausky**, 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.

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

NOTARIAL SEAL IOWA
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2017

Printed Notary Name Laura K Thomas

PARTY OF THE SECOND PART

Marlene Kay Reth

Marlene Kay Reth
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 8 day of April, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared, **Marlene Kay Reth**, 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/his** voluntary act and deed.

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

NOTARIAL SEAL IOWA
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2017

Printed Notary Name Laura K Thomas