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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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FENCE AGREEMENT

This agreement made this 6th day of June, 2017, by and between Douglas C. Robbins, and Janonne D. Robbins, husband and wife, Party of the First Part, and, Mark Winn and Alison Winn, 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 Five (5) of Subdivision of Lot Nine (9), Subdivision of North one-half (N ½) of the Southeast Quarter (SE ¼) and the South one-half of the Northeast Quarter (NE ¼) of Section Twenty-Nine (29), Township Eighty-nine (89) North, Range Five (5), West of the Fifth Principal Meridian, in the City of Manchester, Iowa; AND Parcel 2017-27 in Lawrence Subdivision, City of Manchester, Section 29, Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2017, Page 1307.

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:

The East fifty seven (57) feet of Lot Ten (10) and the West sixty eight (68) feet of Lot Eleven (11), Block Seven (7).

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 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

Douglas C. Robbins
Douglas C. Robbins
PARTY OF THE FIRST PART

Janonne D. Robbins
Janonne D. Robbins
PARTY OF THE FIRST PART

STATE OF IOWA, COUNTY OF DELAWARE

This instrument was acknowledged before me on June 5, 2017, by Douglas C. Robbins and Janonne D. Robbins, husband and wife.

Signature of Notary Public

NOTARIAL SEAL IOWA
JANE E HANSON
Commission Number 791553
My Commission Expires
August 12, 2018

PARTY OF THE SECOND PART

6/8/17 Alison Winn 6/8/17

Mark Winn
PARTY OF THE SECOND PART

Alison Winn
PARTY OF THE SECOND PART

STATE OF IOWA, COUNTY OF DELAWARE

This instrument was acknowledged before me on June 8, 2017, by Mark Winn and Alison Winn, husband and wife.

Melinda M John

Signature of Notary Public

NOTARIAL SEAL IOWA
MELINDA M. JOHN
Commission Number 799609
My Commission Expires
8/14/2019