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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: James O. Scott, 1108 Gales Avenue, Manchester, Iowa, Ph. 406.539.2430

FENCE AGREEMENT

This agreement made this 26 day of July 2017, by and between **James O. Scott,** Party of the First Part, and, **Robert W. Giesler and Patricia Giesler, Co-Trustees of the Robert & Patricia Giesler Living Trust**, 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:

The South 50.64' of Lot Three (3); Lot 4; and the North 23.26' of Lot Five (5); all being in Block Five (5), Gales Subdivision to Manchester, Delaware County, Iowa per retracement plat recorded in Book 2012, Page 3228.
(aka, 1108 Gales Avenue)

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 North twelve and sixty two one-hundredths (12.62) feet of Lot Three (3), and the South fifty seven and thirty eight one-hundredths (57.38) feet of Lot Two (2), Block Five (5), Gales Subdivision to Manchester, Iowa, according to plat recorded in Book 2 Plats, Page 93; also being described as commencing at a point which is four hundred twenty nine (429.0) feet East of the intersection of the East line of North Franklin Street with the South line of Acers Street and sixty nine and fourteen one-hundredths (69.14) feet South of the South line of Acers Street, thence East one hundred sixty and one one-hundredth (160.01) feet, thence South seventy (70.0) feet, thence West one hundred sixty and twenty four one-hundredths (160.24) feet, thence North seventy (70.0) feet to the point of beginning; same being a part of the Northwest Quarter (NW ¼) 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.
(aka, 1112 Gales Avenue)

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

James O. Scott
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 26 day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, **James O. Scott**, 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.

NOTARIAL SEAL IOWA
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2020

Laura Thomas
Notary Public in and for the State of Iowa

Printed Notary Name Laura Thomas

PARTY OF THE SECOND PART

Deceased DOD: 7.5.17
Robert W. Giesler, Co-Trustee of the Robert W. & Patricia Giesler Living Trust
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 7th day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, **Robert W. Giesler, Co-Trustee of the Robert W. & Patricia Giesler Living Trust**, 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.

LKT
Notary Public in and for the State of Iowa

Printed Notary Name

PARTY OF THE SECOND PART

Patricia Giesler
Patricia Giesler, Co-Trustee of the Robert W. & Patricia Giesler Living Trust
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 19 day of July, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, **Patricia Giesler, Co-Trustee of the Robert W. & Patricia Giesler Living Trust**, 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.

NOTARIAL SEAL IOWA
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2020

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

Printed Notary Name Laura K. Thomas