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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Iowa, 208 E Main Street, Manchester, IA 52057 563-927-3636
Return To: Bev Malausky, 1024 Sunrise Drive, Manchester, IA 52057 563-608-4560

(3) EAV

FENCE AGREEMENT

This agreement made this 30 day of August, 2017, by and between **David M. Malausky and Beverly J. Malausky,** Party of the First Part, and, **Timothy J. Kelley and Mary C. Quinlan-Kelley,** 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 Seven (7) of Meadow Park, a Subdivision of Part of the NW ¼-NE ¼, SW ¼ -NE ¼, NE ¼-NW ¼, and the SE ¼-NW ¼, all of Section 28, T89N, R5W of the Fifth P.M., City of Manchester, Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 188. (aka 1024 Sunrise Drive)

2017-2392
2013-2108

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 Six (6) of Meadow Park Third Subdivision, City of Manchester Delaware County Iowa according to plat recorded in Book 2004 Page 1912. (aka 1021 Rosewood Drive)

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

David M. Malausky
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 29 day of August, 2017, 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/her** voluntary act and deed.

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

Notary Public in and for the State of Iowa

Printed Notary Name Laura K. Thomas

PARTY OF THE FIRST PART

Beverly J. Malausky
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 30 day of August, 2017, 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 **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, 2020

Printed Notary Name Laura K. Thomas

PARTY OF THE SECOND PART

Timothy J. Kelley
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 30 day of August, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, **Timothy J. Kelley** 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, 2020

Printed Notary Name Laura K. Thomas

PARTY OF THE SECOND PART

Mary C. Quinlan-Kelley
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 30 day of August, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, **Mary C. Quinlan-Kelley** 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, 2020

Printed Notary Name Laura K. Thomas