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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: Cory Alan Stonebraker, 105 Crescent Drive, Manchester, IA 52057 319.310.9091

ESV

FENCE AGREEMENT

This agreement made this 25 day of October, 2017, by and between **Cory Alan Stonebraker and Bethany Leigh Manson,** Party of the First Part, and, **Kenneth M. Dighton and Mary B. Dighton,** 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 **west** property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

2017 Rec3 001-3015

Lot Twenty one (21) 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 105 Crescent Drive)

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

Lot Twenty (20) 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 101 Crescent Drive)

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

Cory Alan Stonebraker
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 25 day of October, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, **Cory Alan Stonebraker**, 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

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

Printed Notary Name Laura K. Thomas

PARTY OF THE FIRST PART

Bethany Leigh Manson
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 25 day of October, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, **Bethany Leigh Manson**, 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.

AMANDA LARAE BIEBER
Commission Number 798548
My Comm. Exp 8-3-19

Notary Public in and for the State of Iowa

Printed Notary Name Amanda Bieber

PARTY OF THE SECOND PART

Kenneth M. Dighton
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 27 day of October, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, **Kenneth M. Dighton** 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

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

Printed Notary Name Laura K. Thomas

PARTY OF THE SECOND PART

Mary B. Dighton
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 29 day of October, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared, **Mary B. Dighton** 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

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

Printed Notary Name Laura K Thomas