Book 2020 Page 2657

Document 2020 2657 Type 06 ~~025~~ 0140 Pages 2
Date 8/07/2020 Time 10:47:46AM
Rec Amt $12.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Albert P Lucas
3301 Otis Rd SE
Cedar Rapids IA
52403

Prepared By: Jane E. Hanson, 401 East Main Street, Manchester, IA 52057, Phone: (563) 927-5920
Return To: Jane E. Hanson, 401 East Main Street, Manchester, IA 52057, Phone: (563) 927-5920

FENCE AGREEMENT

This agreement made this 7th day of August, 2020, by and between Albert P. Lucas, Party of the First Part, and, James B. Carney and Rita M. Carney, 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 East property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

The West Eighteen (18.0) feet of Vacated South 4th Street Adjacent to Lot 571, City of Manchester, Iowa.

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

Lot 635, except the East nine (9.0) feet, City of Manchester, Iowa, according to Plat recorded in Book I, Page 284.

AND WHEREAS, the said fence to be on the East property line of the party of the first part; and the West 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

Albert P. Lucas

Albert P. Lucas
PARTY OF THE FIRST PART

STATE OF IOWA, COUNTY OF DELAWARE

This instrument was acknowledged before me on August 7, 2020, by Albert P. Lucas.

NOTARIAL SEAL IOWA
JANE E HANSON
Commission Number 791553
My Commission Expires
August 12, 2021

Signature of Notary Public

PARTY OF THE SECOND PART

James B. Carney

James B. Carney
PARTY OF THE SECOND PART

Rita M. Carney

Rita M. Carney
PARTY OF THE SECOND PART

STATE OF IOWA, COUNTY OF DELAWARE

This instrument was acknowledged before me on 8/7, 2020, by James B. Carney and Rita M. Carney, husband and wife.

NOTARIAL SEAL IOWA
RANDY RATTENBORG
Commission Number 224055
My Commission Expires
8-17-2023

Signature of Notary Public