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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: Scott or Carolyn Shives, 1014 Doctor Street, Manchester, Iowa 52057, Ph. 563-920-4585

FENCE AGREEMENT

This agreement made this 20th day of Oct, 2020, by and between **Scott Shives and Carolyn Shives**, Party of the First Part, and **Nicole E. Thurn**, Party of the Second Part.

2018-574
2017-1139

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:

Lot Nine (9), Block B, of School Subdivision in Manchester, Iowa, according to Plat recorded in Book 2, Plats, Pages 95-96
Parcel Number 630292007300
AKA 1014 Doctor Street

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:

The South one-half (S ½) of Lot nine (9), Lot Ten (10), and the North three (3) feet of Lot Eleven (11), Block Two (2), Sunnyside Addition to Manchester, Iowa, according to plate recorded in Book 1, Plats, Page 141
Parcel Number 630292005300
AKA 1011 Sherman Avenue

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 169.05 "FENCES AND WALLS" 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

Scott Shives
PARTY OF THE FIRST PART

TIMOTHY MICHAEL HEIMS
Commission Number 821179
My Comm. Exp. NOV 12, 2022

State of Iowa)
) ss:
County of Delaware)

On this 20 day of Oct, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Scott Shives**, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as **his/her** voluntary act and deed.

Timothy Michael Heims
Notary Public in and for the State of Iowa

Timothy Michael Heims
Printed Notary Name

PARTY OF THE FIRST PART

Carolyn Shives
PARTY OF THE FIRST PART

TIMOTHY MICHAEL HEIMS
Commission Number 821179
My Comm. Exp. NOV 12, 2022

State of Iowa)
) ss:
County of Delaware)

On this 20 day of Oct, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Carolyn Shives**, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as **his/her** voluntary act and deed.

Timothy Michael Heims
Notary Public in and for the State of Iowa

Timothy Michael Heims
Printed Notary Name

PARTY OF THE SECOND PART

Nicole E Thurn
Nicole E. Thurn
PARTY OF THE SECOND PART

TIMOTHY MICHAEL HEIMS
Commission Number 821179
My Comm. Exp. NOV 12, 2022

State of Iowa)
) ss:
County of Delaware)

On this 20 day of Oct, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Nicole E. Thurn** to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that he executed the same as **his/her** voluntary act and deed.

Timothy Michael Heims
Notary Public in and for the State of Iowa

Timothy Michael Heims
Printed Notary Name