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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

2013-996
2017-2047
55-204
2014-2045
2019-2346
2019-2343
2019-2344

Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Return To: Gary & Deborah Gibbs, 701 Quaker Mill Drive, Manchester, Iowa, Ph 563.920.7133

FENCE AGREEMENT

This agreement made this 7 day of April, 2021, by and between **Gary & Deborah Gibbs**, Party of the First Part, and **Clifford D. Swanson**, 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:

Parcel 2019-05 and Parcel 2019-09 All A Part Of Lot 1 Of The Subdivision Of The N ½ Of The SW ¼ Of Section 20, T89N, R5W Of The Fifth P.M., City Of Manchester, Delaware County, Iowa, according to plat recorded in Book 2019, Page 582.

(aka 701 Quaker Mill Drive)

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 Twenty Nine (29) of Nelson's Subdivision of part of the North one-half (N½) of the South one-half (S½) of Section 20, Township 89 North, Range 5, West of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 4 Plats, Pages 2-5.

(aka 124 Nelson Circle)

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 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

G. D. Gibbs

Gary Gibbs
PARTY OF THE FIRST PART

LAURA K THOMAS
Commission Number 718135
My Commission Expires
August 26, 2023

State of Iowa)
) ss:
County of Delaware)

On this 7 day of April, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, **Gary Gibbs**, 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.

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

Laura K. Thomas
Printed Notary Name

Deborah Gibbs
Deborah Gibbs
PARTY OF THE FIRST PART

LAURA K THOMAS
Commission Number 718135
My Commission Expires
August 26, 2023

State of Iowa)
) ss:
County of Delaware)

On this 7 day of April, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, **Deborah Gibbs**, 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.

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

Laura K. Thomas
Printed Notary Name

PARTY OF THE SECOND PART

Clifford D Swanson
Clifford D. Swanson
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 7th day of April, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, **Clifford D. Swanson** 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.

Julie A Schmitz
Notary Public in and for the State of Iowa

Julie A. Schmitz
Printed Notary Name

JULIE A SCHMITZ
Commission Number 224151
My Commission Expires
October 12, 2023