



City of Asbury Fence Agreement Guidelines

The attached form must be completed prior to construction of a fence on your property line.

1. All listed property owners must include their printed and signed names on the Fence Agreement.
2. Complete Addresses and Legal Descriptions for Party A and Party B properties.
3. All of the applicant's signatures must match their printed names on the Fence Agreement(s). For example, if printed name on the Fence Agreement is John D. Doe, the signature on the Fence Agreement must also be John D. Doe.
4. All signatures on the Fence Agreement(s) must be notarized. Notaries are available at City Hall.
5. In addition, before your Fence Agreement is recorded, you must submit a \$30 administration fee to the City of Asbury.

Elizabeth Bonz, City of Asbury, IA, 5290 Grand Meadow Drive, Suite 1, Asbury, IA 52002 (563) 556-7106

Preparer's Name:

Address:

Telephone:

Please prepare and return to: City of Asbury, 5290 Grand Meadow Drive, Suite 1, Asbury, IA 52002

FENCE AGREEMENT

This Agreement ("Agreement") made and entered into this _____ day
of _____, 20____, by and between _____,
(single___married___) whose address is _____
("Party A"), and _____, (single___married___)
whose address is _____ ("Party B").

RECITALS

WHEREAS, the parties have an interest in adjoining real estate situated in the City of Asbury, Iowa and legally described, respectively, as follows:

WHEREAS, Party A is the owner of property legally described as follows: _____

(hereinafter "Parcel A").

WHEREAS, Party B is the owner of property legally described as follows: _____

(hereinafter "Parcel B").

WHEREAS, the parties desire to memorialize a fence agreement encumbering the above-described adjoining parcels owned by them for the benefit of each of them.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, it is hereby mutually agreed by the parties as follows:

1. Agreement to Construct Fence. Party A, at its sole cost and expense, wants to construct a fence along the property line that divides Parcel A and Parcel B, according to specifications agreed to by the parties (the "Fence"). Party B agrees to construction of the Fence pursuant to the terms of this Agreement.

2. Maintenance, Repair and/or Replacement of Fence. Party A shall at its sole cost maintain, repair and/or replace the fence such that the Fence remains in good repair.

3. Location. The parties to this Agreement acknowledge that a survey of the property boundaries for Parcel A has not been prepared. By this Agreement, the parties agree to the location of the fence in accordance with the City, but do not intend to establish any agreement as to property boundaries or grant additional rights in the property owned by the respective owners. The parties to this Agreement specifically deny that the fence location agreement establishes any rights to the property through adverse possession should a future survey or other information indicate that the fence encroaches on Parcel B.

4. Filing. Party A and Party B agree to file this document with the City of Asbury. The City of Asbury will file the Agreement with the Dubuque County Recorder.

5. Amendment or Cancellation. No amendment or cancellation of this Agreement is effective without written approval from Party A and Party B and the signed and notarized amendment is filed with the City of Asbury.

6. Severability. The invalidity of any portion of this Agreement shall not impair in any manner, the validity, enforceability, or effect of the rest of this Agreement.

7. Successors and Assigns. All rights ratified, confirmed, established, granted, reserved and consented to by this Agreement are appurtenant to the parcels described above and shall run with the land and, except as provided otherwise herein, shall inure to the benefit of and be binding on all present and future owners of the parcels and their respective heirs, successors and assigns. Each party to this Agreement shall be liable under this Agreement only for such obligations as accrue during its respective period of ownership of the parcels, as the case may be. Nothing in this Agreement is to be interpreted to give the public, any other governmental authority, or any other third party any easement upon any land.

IT WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date first above written.

PARTY A

PARTY B

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

State of Iowa)
) ss.
County of Dubuque)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, (Party A) _____.

Notary Public

State of Iowa)
) ss.
County of Dubuque)

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, (Party A) _____.

Notary Public

This instrument was drafted by and should be returned to:

The City of Asbury, Iowa

5290 Grand Meadow Drive, Suite 1

Asbury, IA 52002

P: 563.556.7106

F: 563.556.2001