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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. 563-927-1111

Return To: Tracy C. Deutmeyer, 144 Prospect Street, Manchester, Iowa

FENCE AGREEMENT

This agreement made this 19 day of Oct, 2021, by and between Tracy C. Deutmeyer, Party of the First Part, and Matthew D. Mueller and Megan Mueller, 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 East sixty (60) feet of the South one hundred fifty (150) feet of Lot Fourteen (14) of the Subdivision of the North one-half (N ½) of the Southeast Quarter (SE ¼) and the South one-half (S ½) of the Northeast Quarter (NE ¼) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to the plat recorded in Book A Plats, Page 6

(aka 144 Prospect Street)

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:

The West one-half (W1/2) of Lot Sixteen (16) of the Subdivision of part of the North one-half (N1/2) of the Southeast Quarter (SE1/4) and the South one-half (S1/2) of the Northeast Quarter (NE1/4) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 6

Subject to Covenants, Conditions, Restrictions and Easements of record.

(aka 160 Prospect Street)

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

Tracy C. Deutmeyer

Tracy C. Deutmeyer

PARTY OF THE FIRST PART

State of Iowa)

) ss:

County of Delaware)

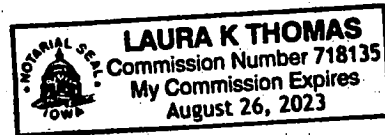
On this 20 day of October, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, Tracy C. Deutmeyer, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act 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

Matthew D. Mueller

Matthew D. Mueller

PARTY OF THE SECOND PART

State of Iowa)

) ss:

County of Delaware)

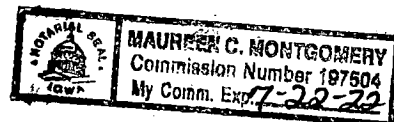
On this 19 day of Oct, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, Matthew D. Mueller to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.

Maureen C Montgomery

Notary Public in and for the State of Iowa

Maureen C Montgomery

Printed Notary Name



Megan Mueller

Megan Mueller

PARTY OF THE SECOND PART

State of Iowa)

) ss:

County of Delaware)

On this 19 day of Oct, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, Megan Mueller 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.

Maureen C Montgomery

Notary Public in and for the State of Iowa

Maureen C Montgomery

Printed Notary Name

