

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: Griffin Kopp, 304 E Union Street, Manchester, Iowa

FENCE AGREEMENT

This agreement made this 14 day of April, 2022, by and between Griffin Kopp and Sarika Sahgal, Party of the First Part, and Lori Ann Hempstead and Joshua Ryan Hempstead, 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 WEST property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

The East forty two (42.0) feet of the West one-half (W 1/2) of Lot Four (4), Burrington's Addition to Manchester, Iowa, according to plat recorded in Book 1 L.D., Page 245.
(aka 304 E Union 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 West one-half (W 1/2) of Lot four (4) of Burrington's Addition to Manchester, Iowa, according to the plat recorded in Book 1 L.D., Page 245, except the East forty two (42) feet thereof
AND

That part of the East two thirds (E 2/3) of Lot Three (3) of Burrington's Addition to Manchester, Iowa, according to the plat recorded in Book 1 L.D., Page 245, described as commencing at the Southeast corner of said Lot and running thence North to a point ninety three and one-half (93 1/2) feet South of the Northeast corner of said Lot, thence West eighty (80) feet, thence South to the South line of said Lot, thence East to the place of beginning.

(aka 300 E Union Street)

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

Griffin Kopp

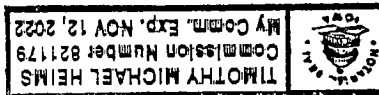
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 14 day of April, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Griffin Kopp**, 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



Sarika Sahgal

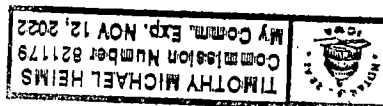
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 14 day of April, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Sarika Sahgal**, 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

Lori Ann Hempstead
Lori Ann Hempstead

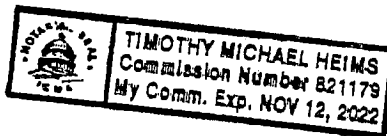
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 14 day of April, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Lori Ann Hempstead** 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



Joshua Ryan Hempstead
Joshua Ryan Hempstead

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 14 day of April, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Joshua Ryan Hempstead** 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

