



Book 2022 Page 1531

Document 2022 1531 Type 06 014 Pages 2
Date 5/13/2022 Time 1:33:35PM
Rec Amt \$12.00

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: Megan Mueller Manchester, Iowa 52057 563.880.0441

160 E Prospect St

FENCE AGREEMENT

This agreement made this 26 day of April, 2022, by and between Matthew D. & Megan Mueller, Party of the First Part, and Robert E. Murray and Kimberly A. Murray, 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 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 East 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:

That part of Lot Seventeen (17) of the Subdivision 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, described as commencing at a point three hundred ninety three and thirty three hundredths (393.33) feet South of the intersection of the South line of Clara Avenue with the West line of New Street in the City of Manchester, Iowa, and one hundred four and three-tenths (104.3) feet West of the West line of New Street, running thence South ninety-four (94) feet, thence West ninety seven (97) feet, more or less, to the East line of Lot Sixteen (16) of said Subdivision, thence North ninety-four (94) feet, thence East to the point of beginning; Also, an easement for use as driveway with full and free right and liberty for grantees herein, their heirs, tenants, visitors and licensees, with or without vehicles of any description, in common with all others having the like right at all times hereafter to pass and repass over the following described tract, to-wit; that part of said Lot Seventeen (17) of said Subdivision described as commencing at a point 85 feet East of the Southeast corner of Lot 16, said Subdivision, thence North 170 feet, thence East 12 feet, thence South 170 feet, thence West to beginning

AND

The North ninety four (94) feet of the East one-half (E1/2) of Lot Sixteen (16) of the Subdivision 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, West of the Fifth Principal Meridian, according to plat recorded in Book A Plats, Page 6

(aka 172 East Prospect St)

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:

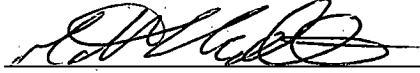
AND WHEREAS, Section 169.05 "FENCES AND WALLS" of the Zoning Code of Ordinances of the City of Manchester, Iowa, requires an agreement in writing be established for the erection of a fence or wall on the property line.

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.

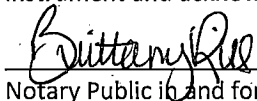
PARTY OF THE FIRST PART



Matthew D. Mueller
PARTY OF THE FIRST PART

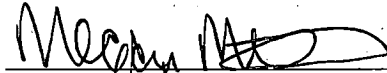
State of Iowa)
) ss:
County of Delaware)

On this 13 day of May, 2022, 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 persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.



Notary Public in and for the State of Iowa

Brittany Ries
Printed Notary Name

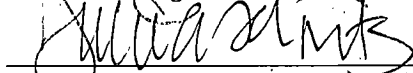


Megan Mueller
PARTY OF THE FIRST PART

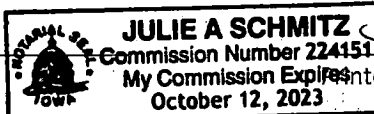


State of Iowa)
) ss:
County of Delaware)

On this 26 day of April, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, Megan Mueller, 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.

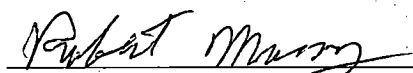


Notary Public in and for the State of Iowa



Julie A. Schmitz
Printed Notary Name

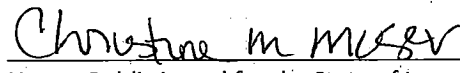
PARTY OF THE SECOND PART



Robert E. Murray
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

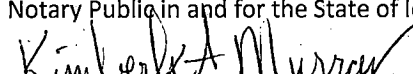
On this 29 day of April, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, Robert E. Murray to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.



Notary Public in and for the State of Iowa



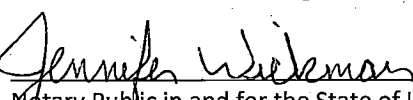
Christine m moser
Printed Notary Name



Kimberly A. Murray
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 2nd day of May, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, Kimberly A. Murray 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.



Notary Public in and for the State of Iowa

Jennifer Wickman
Printed Notary Name

