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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: Matt Weis, 232 Winslow Drive, Manchester, IA 52057

## FENCE AGREEMENT

This agreement made this 27 day of 5, 2022, by and between Matthew P. Weis and Alisa K. Weis, Party of the First Part, and Lois E. Lammers, 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:

**Lot 13 (13) of Schulte's Second Addition to Northtown Estates, Manchester, Delaware County, Iowa, according to plate recorded in Book 8 Plats, Page 10**

(aka 232 Winslow Drive)

**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:

**Lot 16 (16) of Schulte's Second Addition to Northtown Estates, Manchester, Delaware County, Iowa, according to plate recorded in Book 8 Plats, Page 10**

(aka 104 Deann Dr)

**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.

Met Whi

Sarah Klumans

Misa K. May

Sarah Khosravi

A rectangular notary seal stamp. On the left is a circular emblem containing a stylized building (likely the Oregon State Capitol) with the words "NOTARY SEAL" and "OREGON" around it. To the right of the emblem, the text reads: "SARAH KLUESNER", "Commission Number 820117", and "My Comm. Exp. 9-18-22".

Miss E. Sammers

Sarah Kleiman

Notary Public in and for the State of Iowa