



Book 2022 Page 1695

Document 2022 1695 Type 06 014 Pages 2  
Date 5/27/2022 Time 2:59:56PM  
Rec Amt \$12.00

Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

WP  
ⓧ Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-1111  
Return To: Matt Weiss, 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 Richard E. McMahon and Audrey K. McMahon, 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 North 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 South property line of the party of the second part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

**Lot 12 (12) of Schulte's Second Addition to Northtown Estates, Manchester, Delaware County, Iowa, according to plate recorded in Book 8 Plats, Page 10**

(aka 236 Winslow Dr)

AND WHEREAS, the said fence to be on the North property line of the party of the first part; and the South 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.

2017-2521  
2006-2231

PARTY OF THE FIRST PART

Matthew P. Weis

Matthew P. Weis, PARTY OF THE FIRST PART

State of Iowa )  
 ) ss:  
County of Delaware )

On this 27 day of 5, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Matthe P. Weis**, 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.

Sarah Kluesner

Notary Public in and for the State of Iowa



Alisa K. Weis

Alisa K. Weis, PARTY OF THE FIRST PART

State of Iowa )  
 ) ss:  
County of Delaware )

On this 27 day of 5, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Alisa K. Weis**, 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.

Sarah Kluesner

Notary Public in and for the State of Iowa



PARTY OF THE SECOND PART

Richard E. McMahon

Richard E. McMahon, PARTY OF THE SECOND PART

State of Iowa )  
 ) ss:  
County of Delaware )

On this 27 day of 5, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Richard E. McMahon** 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.

Sarah Kluesner

Notary Public in and for the State of Iowa



Audrey K. McMahon

Audrey K. McMahon, PARTY OF THE SECOND PART

State of Iowa )  
 ) ss:  
County of Delaware )

On this 27 day of 5, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Audrey K. McMahon** 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.

Sarah Kluesner

Notary Public in and for the State of Iowa

