

Recorded: 6/21/2022 at 8:29:23.0 AM  
County Recording Fee: \$12.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$15.00  
Revenue Tax:  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2022 PG: 1895

Prepared By: City of Manchester, Laura Thomas, 208 East Main Street, Manchester, Iowa, Ph. 563-927-1111  
Return To: Good Neighbor Society, Leticia Timmerman, 200 McCarren Drive, Manchester, Iowa, Ph. 563-927-6467

---

## **FENCE AGREEMENT**

This agreement made this 20<sup>th</sup> day of June, 2022, by and between Good Neighbor Society, Party of the First Part, and Manchester Capital Investments, LLC, 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 south property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows: Lot 20, Good Neighbor Subdivision Plat 2, City of Manchester, Delaware County, Iowa (aka The Meadows/200 McCarren Drive); and,

**WHEREAS**, the party of the second part agrees to said fence being on the north property line of the party of the second part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows: Parcel F, part of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 28, Township 89 North, Range 5 West of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa, according to Plat of Survey, recorded in Book 7 of Plats, Page 85 (aka 1004 East Main Street); and,

**WHEREAS**, the said fence to be on the south property line of the party of the first part; and the north property line of the party of the second part; and,

**WHEREAS**, Section 165.25.10 "FENCES REGULATIONS" of the 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.

GOOD NEIGHBOR SOCIETY, PARTY OF THE FIRST PART

Katie Edgington  
Signature

Katie Edgington  
Print Name

Assisted Living Director  
Title

State of Iowa )  
 ) ss:  
County of Delaware )

On this 20<sup>th</sup> day of June, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, Katie Edgington, 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.

Leticia M. Timmerman  
Notary Public in and for the State of Iowa



MANCHESTER CAPITAL INVESTMENTS, LLC, PARTY OF THE SECOND PART

Berry Smith  
Signature

Berry Smith  
Print Name

Member  
Title

State of Iowa )  
 ) ss:  
County of Delaware )

On this 20 day of June, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, Berry A. Smith, 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.

Terri Sue Durgin  
Notary Public in and for the State of Iowa

