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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: Jared Coyle 836 E Howard St Manchester, IA 52057

FENCE AGREEMENT

This agreement made this 24th day of July, 2022, by and between Jared J. Coyle, Party of the First Part, and Jeffrey J. Lyness and Cynthia M. Lyness, 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:

The West seventy three and twenty-three one-hundredths (73.23) feet of the East one hundred thirty three and twenty-three one-hundredths (133.23) feet of the South one half (S½) of Lot Nineteen (19), Iowa Land Company's Addition to Manchester, Iowa, according to plat recorded in Book 4 L.D., Page 484; also described as Lot Five (5) of Cooke's Sub-Division of Lot 19 & East 21 feet Lot 20 Iowa Land Co. Addition to Manchester Iowa, according to plat recorded in Book 2 Plats, Page 44

(aka 836 E Howard St)

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:

Lots Two (2) and Three (3) of Cooke's Sub-Division of Lot 19 & East 21 feet of Lot 20 Iowa Land Co. Addition to Manchester, Iowa, according to plat recorded in Book 2 Plats, Page 44, except the East seven and one-half (7½) feet of said Lot Three (3).

(aka 837 E Union St)

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.

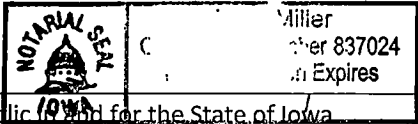
PARTY OF THE FIRST PART

Jared J. Coyle

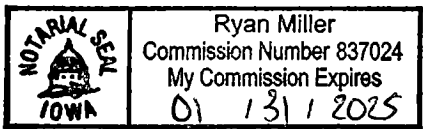
Jared J. Coyle, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 21st day of July, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Jared J. Coyle**, 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

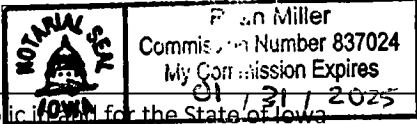


PARTY OF THE SECOND PART

Jeffrey J. Lyness
Jeffrey J. Lyness, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 21st day of July, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Jeffrey J. Lyness** 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.

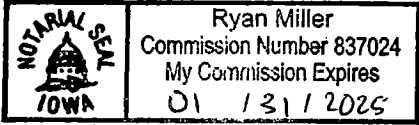


Notary Public in and for the State of Iowa

Cynthia M. Lyness
Cynthia M. Lyness, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this ____ day of ____, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Cynthia M. Lyness** 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