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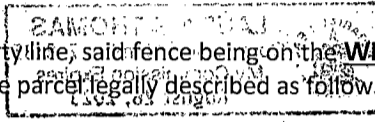
Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-1111
Return To: Michael J. McNally 208 E Marion Street, Manchester, IA 52057

FENCE AGREEMENT

This agreement made this 15 day of May, 2023, by and between Michael J. McNally and Ronald E. Rider, Party of the First Part, and Connie R. Faust, 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:



Parcel 2018-36 part of Lot 225 and the South 65.00 feet of Lot 224, in the Original Town of Manchester, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 2018, Page 1584.

(AKA 208 East Marion Street)

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 Two Hundred Twenty Six (226), Manchester, Iowa, according to plat recorded in Book 1 L.D., Pages 284-285
(AKA 204 East Marion Street)

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 165.25.10 "FENCE REGULATIONS" 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.

