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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: Keegan Hayne, 508 E Howard St., Manchester, IA 52057 563-920-5011

FENCE AGREEMENT

This agreement made this 2nd day of February 2024, by and between Keegan Hayne, Party of the First Part, and Mark E. Philgreen and Teresa L. Philgreen, 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:

**That part of Lot Three Hundred Nine (309) of the City of Manchester, Iowa, according to plat recorded in Book I L.D., Page 284, described as commencing at a point twenty six (26) feet East of the Southwest corner of said Lot Three Hundred Nine (309), thence North one hundred twenty five (125) feet, thence East seventy three (73) feet, thence South one hundred twenty five (125) feet, thence West seventy three (73) feet to place of beginning
(AKA 508 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:

That part of Lot Three Hundred Nine (309), Manchester, Iowa, according to plat recorded in Book I, L.D., Pages 284-285, described as commencing at a point sixty six (66.0) feet East of the Northeast corner of Lot Three Hundred Ten (310), Manchester, Iowa, running thence East forty-nine and one-half (49½) feet, thence South one hundred (100.0) feet, thence West sixteen and one-half (16½) feet, thence South twenty five (25.0) feet, thence West thirty three (33.0) feet, thence North one hundred twenty five (125.0) feet to the point of beginning.

(AKA 507 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 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.

PARTY OF THE FIRST PART

Keegan Hayne
Keegan Hayne
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 21 day of February, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, **Keegan Hayne**, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

Michelle Downs
Notary Public in and for the State of Iowa



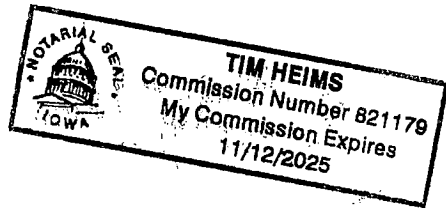
PARTY OF THE SECOND PART

Mark E. Philgreen
Mark E. Philgreen
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 20 day of Feb., 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, **Mark E. Philgreen**, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

Tim Heims
Notary Public in and for the State of Iowa



PARTY OF THE SECOND PART

Teresa L. Philgreen
Teresa L. Philgreen
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 21 day of February, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, **Teresa L. Philgreen**, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

Laura K. Thomas
Notary Public in and for the State of Iowa

