

Document 2024 1343 Type 06 014 Pages 2 Date 6/17/2024 Time 10:21:45AM Time 10:21:45AM Rec Amt \$12.00

Daneen Schindler, RECORDER/REGISTRAR DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Laura Thomas, 208 East Main Street, Manchester, Iowa 52057, Ph. 563-927-1111 ⊁Return To: Neola Zehr, 420 South Tama Street, Manchester, Iowa 52057

FENCE AGREEMENT

This agreement made this $\int b^{\pi}$ day of $\int U \wedge \dot{E}$ _, 2024, by and between Neola Zehr, Party of the First Part, and Amy F. Cabalka, 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: the North One-Half of the West One-Half of Lot Twenty One, A.R. Loomis Addition to Manchester, Iowa, according to Plat recorded in Book 15 L.D., Page 410, in the City of Manchester, Delaware County, Iowa, (aka 420 South Tama Street); 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: the North 57 ½ feet of the Southwest Quarter of Lot 21 of A.R. Loomis Addition to Manchester, Iowa, according to Plat recorded in Book 15 L.D., page 410, in the City of Manchester, Delaware County, Iowa, (aka 424 South Tama 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.

PARTY OF THE FIRST PART		
Theolo Shnett (3ehr)		
Neola Zehr		
State of Iowa)) ss:		
County of Delaware)		
On thisday of Clove Clowa, personally appeared, Neola Zehr, to me personally in the formal state of the formal s		
the foregoing instrument and acknowledged that he executive for the control of th	uted the same as his voluntary act and deed.	
	Saryer & low	
SAMPLE R. ERTL 11 1. 2.4.8327 My L. Lapires	Notary Public in and for the State	of lowa
PARTY OF THE SECOND PART	SAMUEL R. ERTL Commission Number 848327 My Commission Expires 120 20 20	
aus Calealle		
Amy F. Cabalka		
State of lowa)) ss:		
County of Delaware)		
	, 2024, before me, a Notary Public in and for the	
lowa, personally appeared, Amy F. Cabalka, to me person executed the foregoing instrument and acknowledged that		
,	Surall R Est	
SAMUEL R. ERTL	Notary Public in and for the State	of lowa

