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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 17th day of JUNE, 2024, by and between Neola Zehr, Party of the First Part, and James W. Hill, 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 east 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 west property line of the party of the second part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows: the East One Hundred Thirty-two feet of the South Forty-five feet of the North One-half of Lot Twenty-one 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 423 South Brewer Street); and,

WHEREAS, the said fence to be on the east property line of the party of the first part; and the west 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.

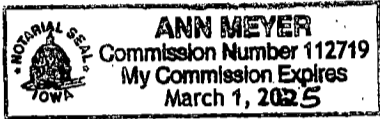
PARTY OF THE FIRST PART

Neola Schmitt (Zehr)

Neola Zehr

State of Iowa)
) ss:
County of Delaware)

On this 14th day of June, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, Neola Zehr, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Ann Meyer
Notary Public in and for the State of Iowa

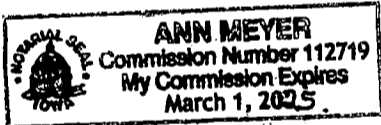
PARTY OF THE SECOND PART

James W. Hill

James W. Hill

State of Iowa)
) ss:
County of Delaware)

On this 14th day of June, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, James W. Hill, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Ann Meyer
Notary Public in and for the State of Iowa