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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 14 day of June, 2024, by and between Scott C. and Sarah D. Hermanson, Party of the First Part, and Jerry D. and Barbara Ridenour, 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: that part of the Northeast Quarter of the Northeast Quarter of Section Thirty-Two, Township Eighty-Nine North, Range Five, West of the Fifth P.M. described as commencing at a point where the West line of Wayne Street in the City of Manchester, Delaware County, Iowa, if projected, would cross the South line of the right-of-way of the Illinois Central Railroad, thence South four and twenty-four one-hundredths chains, thence East twelve chains to the Southeast corner of said Northeast Quarter of the Northeast Quarter, thence North four and twenty-four one-hundredths chains to the South line of the right-of-way of the Illinois Central Railroad, thence West along the South line of said right-of-way twelve chains to the point of beginning, in the City of Manchester, Delaware County, Iowa (aka 413 South Wayne 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: that part of the Northeast Quarter of the Northeast Quarter of Section Thirty-Two, Township Eighty-Nine North, Range Five, West of the Fifth P.M. described as commencing at a point on the South line of the Right-of-Way of the Dubuque and Sioux City (now Illinois Central) Railroad Company where the West line of Wayne Street projected, in Manchester, Iowa, crosses that South line of said Right-of-Way and running thence South four and twenty four one-hundredths chains, thence West eight rods, thence North four and twenty-four one-hundredths chains, thence East eight rods to the point of beginning, in the City of Manchester, Delaware County, Iowa, (aka 409 South Wayne 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,

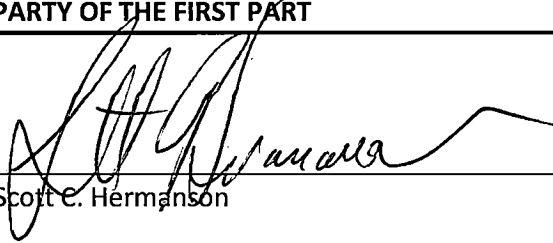
**WHEREAS**, Section 165.25.10 "FENCES REGULATIONS" of the Code of Ordinances of the City of Manchester, Iowa, requires an agreement in writing be established for the erection of a fence or wall on the property line.


**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.

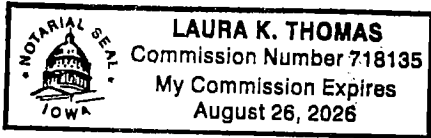
**PARTY OF THE FIRST PART**

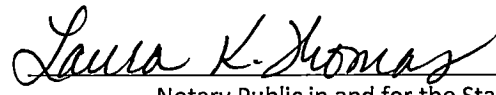
  
 \_\_\_\_\_  
 Scott C. Hermanson

  
 \_\_\_\_\_  
 Sarah D. Hermanson

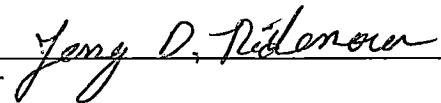
State of Iowa )  
 ) ss:  
 County of Delaware )

On this 14 day of June, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, Scott C. Hermanson and Sarah D. Hermanson, 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.



  
 \_\_\_\_\_  
 Notary Public in and for the State of Iowa


**PARTY OF THE SECOND PART**

  
 \_\_\_\_\_  
 Jerry D. Ridenour

  
 \_\_\_\_\_  
 Barbara Ridenour

State of Iowa )  
 ) ss:  
 County of Delaware )

On this 14<sup>th</sup> day of June, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, Jerry D. Ridenour and Barbara Ridenour, 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.

  
 \_\_\_\_\_  
 Notary Public in and for the State of Iowa

