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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: Sara Nicole Young, 206 W Acers St, Manchester, IA 52057

FENCE AGREEMENT

This agreement made this 7th day of August, 2024, by and between Sara Nicole Young, Party of the First Part, and David J. and Linda M. Foster, 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:

Lot Seventeen (17), Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, except for the East ninety (90.0) feet thereof and except the West eighty seven (87.0) feet thereof
(AKA 206 W Acers 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:

E 90' LOT 17 HENRY ACERS ADD, MANCHESTER, IOWA
(AKA 200 W Acers 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 "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.

