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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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Return To: Isaac Butler, 117 Marshall Court, Manchester, Iowa 52057

FENCE AGREEMENT

This agreement made this 18 day of March, 2025, by and between Isaac and Nydia O. Butler, Party of the First Part, and Rick C. Tibbott, 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:

Lot Five (5) of Oscar Smith Subdivision of Parts Twenty One (21), Twenty Two (22) and Twenty Three (23) of Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 3 Plats, Page 42, and the East fifty (50) feet of the West one hundred eighty (180) feet of the South sixty seven (67) feet of Lot Twenty Two (22), Henry Acers' Addition to Manchester, Iowa according to plat recorded in Book 1 Plats, Page 1.

(aka 117 Marshall Court)

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:

The West one hundred thirty (130.0) feet of the South sixty seven (67.0) feet of Lot Twenty Two(22), Henry Acers' Addition to Manchester, Iowa according to the plat recorded in Book 1 Plats, Page 1.

(aka 929 N Franklin 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 169.05 "FENCES AND WALLS" 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.

