

Document 2025 675 Type 06 006 Pages 2 Date 3/18/2025 Time 12:34:28PM Rec Amt \$12.00

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

FENCE AGREEMENT

This agreement made this <u>18</u> day of <u>March</u>, 2025, by and between <u>Isaac and Nydia O. Butler</u>, Party of the First Part, and <u>Rick C. Tibbott</u>, 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 <u>West</u> 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 Mancheter, 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 <u>East</u> 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 <u>West</u> property line of the party of the first part; and the <u>East</u> 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, lowa, 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:

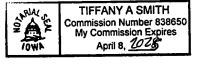
- 1. That said fence may be built on the property line of both parties. That said fence shall be erected and maintained solely at the expense of the party of the first part.
- 2. That the respective property owners are responsible for maintenance of the property on their respective sides of the
- 3. 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

Isaac Butler,

State of Iowa ss: County of Delaware

On this 19^{16} day of 100 day, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared, <u>Isaac Butler</u>, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.



Mydia O. Butler, PARTY OF THE FIRST PART

State of lowa ss: County of Delaware

On this 18th day of March 2025, before me, a Notary Public in and for the State of Iowa, personally appeared, Nydia O. Butler, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.

Public in and for the State of Iowa



PARTY OF THE SECOND PART

Rick C. Tibbott, PARTY OF THE SECOND PART

State of Iowa County of Delaware

On this 18th day of MacA, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared, Rick C. Tibbott to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.

