



Book 2025 Page 2204

Document 2025 2204 Type 06 006 Pages 2  
Date 8/18/2025 Time 3:17:57PM  
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: Cassidy Lynn Walter, 109 Circle Drive, Manchester, Iowa 52057 563-608-0317

### FENCE AGREEMENT

This agreement made this 9th day of Aug, 2025, by and between Cassidy Lynn Walter, Party of the First Part, and Derek J. Taylor, 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 Eight (8) of Ungs Subdivision of parts of Lots Eleven (11), Twelve (12) and Fourteen (14), of the Subdivision of the North one-half (N  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) and the South one-half (S  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 2 Plats, Pages 70-71. (aka 109 Circle Drive)

**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 Lot Fourteen (14) of the Subdivision of the North one-half (N  $\frac{1}{2}$ ) of the Southeast Quarter (SE  $\frac{1}{4}$ ) and the South one-half (S  $\frac{1}{2}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 6, described as commencing at a point one hundred twenty three and five tenths (123.5) feet North of the Southwest corner of Lot Fifteen (15) of said Subdivision, said point being on the East line of Franklin Street in the City of Manchester, Iowa, and running thence North along the East line of said Franklin Street to the Southwest corner of Lot Thirteen (13) of said Subdivision, thence East two hundred twenty (220.0) feet, thence South ninety one and one-third (91  $\frac{1}{3}$ ) feet, thence West twenty eight (28.0) feet, thence South thirty (30.0) feet, thence West twenty (20.0) feet, thence South to a point one hundred twenty (120.0) feet North of the North line of Prospect Street, thence West forty (40.0) feet, thence North to a point one hundred thirty two (132.0) feet East of point of beginning, thence West to the point of beginning, except the North fifty nine (59.0) feet thereof (aka 805 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.

Cassidy Lynn Walter

Cassidy Lynn Walter, Party of the First Part

State of Iowa )  
 )  
County of Delaware )

On this 1<sup>st</sup> day of August, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared **Cassidy Lynn Walter**, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed.

Derek J. Taylor

Derek J. Taylor, Party of the Second Part

State of Iowa )  
 )  
County of Delaware )

On this 9<sup>th</sup> day of August, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared **Derek J. Taylor**, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed.

Linda K. Schilling-Dempster  
Notary Public in and for the State of Iowa



Linda K. Schilling-Dempster  
Notary Public in and for the State of Iowa

