



Book 2025 Page 2205

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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: Cassidy Lynn Walter, 109 Circle Drive, Manchester, Iowa 52057 563-608-0317

FENCE AGREEMENT

This agreement made this 13th day of August, 2025, by and between Cassidy Lynn Walter, Party of the First Part, and Beth A. Carnicle, 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 ½) of the Southeast Quarter (SE ¼) and the South one-half (S ½) of the Northeast Quarter (NE ¼) 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:

The South 11 feet of the West Half of Lot 13 of the subdivision of the North Half of the Southeast Quarter and the South Half of the Northeast Quarter of Section 29, Township 89 North, Range 5, West of the 5th P.M., also, the North 59 feet of that part of Lot 14 of the Subdivision of part of the North Half of the Southeast Quarter and the South Half of the Northeast Quarter of said Section 29, Township 89 North, Range 5, West of the 5th P.M., described as commencing at a point 123.5 feet North of the Southwest corner of Lot 15 of said subdivision, said point being on the East line of Franklin Street in the City of Manchester, Iowa, running thence North along the East line of said Franklin Street to the Southwest corner of Lot 13 of said Subdivision, thence East 220 feet, thence South 91 1/3 feet, thence West 28 feet, thence South 30 feet, thence West 20 feet, thence South 60 feet, thence West 40 feet, thence North 60 feet, thence West 132 feet to point of beginning, except a strip of land a few feet wide on the East side of said Lot which might overlap with land deeded to C.H. Taylor in December, 1892. (aka 809 North 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

Beth A Carnicle
Beth A. Carnicle, Party of the Second Part

State of Iowa)
)
County of Delaware)

On this 13 day of Aug, 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.

State of Iowa)
)
County of Delaware)

On this 13 day of Aug, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared **Beth A. Carnicle**, 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

