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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: Donald & Muriel Chappell, 249 Meadow Brook Trail, Manchester, IA 52057

FENCE AGREEMENT

This agreement made this 19th day of November, 2025, by and between Donald & Muriel J. Chappell, Party of the First Part, and Jordan J. and Rylee L. Lahr, 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 **SOUTH** property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Lot Four (4), Block Two (2), Meadow Brook Trail Addition, in the City of Manchester, Delaware County, Iowa,
according to plat recorded in Book 2020, Page 1311
(AKA 249 Meadow Brook Trail)

AND WHEREAS, the party of the second part agrees to said fence being on the **NORTH** property line of the party of the second part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Lot Three (3), Block Two (2), Meadow Brook Trail Addition, in the City of Manchester, Delaware County, Iowa,
according to plat recorded in Book 2020, Page 1311

(AKA 257 Meadow Brook Trail)

AND WHEREAS, the said fence to be on the **SOUTH** property line of the party of the first part; and the **NORTH** 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.

PARTY OF THE FIRST PART

Donald Chappell

Donald Chappell
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 11 day of October, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared, **Donald Chappell**, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

Laurie A. Wiskus

Notary Public in and for the State of Iowa



Muriel J. Chappell

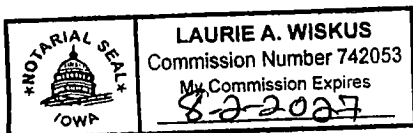
Muriel J. Chappell
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 19 day of Nov, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared, **Muriel J. Chappell**, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

Laurie A. Wiskus

Notary Public in and for the State of Iowa



PARTY OF THE SECOND PART

Jordan J. Lahr By Rylee L Lahr

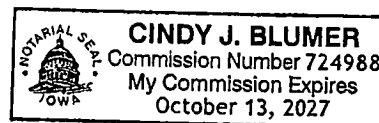
Jordan J. Lahr
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 20th day of November, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared, **Jordan J. Lahr**, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

Cindy J. Blumer

Notary Public in and for the State of Iowa



Rylee L Lahr

Rylee L. Lahr
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 20th day of November, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared, **Rylee L. Lahr**, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

Cindy J. Blumer

Notary Public in and for the State of Iowa

