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Daneen Schindler, RECORDER/REGISTRAR
 DELAWARE COUNTY IOWA

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FENCE AGREEMENT

This agreement made this 7th day of April, 2026, by and between Joshua McCraney and Devon Gardner, Party of the First Part, and TNK Enterprises, L.L.C., Party of the Second Part. JA
McCraney

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:

Parcel 631283306700

Lot 1 of McCarren Place Subdivision; in the Southwest Quarter of the Southeast Quarter Section 28, Township 89 North, Range 5 West of the 5th P.M., City of Manchester, Delaware County, Iowa, according to plat recorded in Book 2023, Page 2298

(aka 106 McCarren 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:

Parcel 631283306600

That part of the SW¼ of the SE¼ of Section 28, Township 89 North, Range 5, West of the 5th P.M. described as commencing at a point 363 feet East of the SW corner of said SW¼ of SE¼ and running thence North 280 feet, thence East 175 feet, thence South 280 feet, thence West 175 feet to the point of beginning

(aka 1110 East Main 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.

