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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: Alex Linderwell, 717 Anderson Street, Manchester, Iowa, Ph 563-608-1492

FENCE AGREEMENT

This agreement made this 21 day of Aug, 2026, by and between Alex A. Linderwell and Marin Linderwell, Party of the First Part, and Kael Younger Brooks, 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 East property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

That part of Lot Five (5) of the Subdivision of the Southwest Quarter (SW $\frac{1}{4}$) and the South one-half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 4 and plat recorded in Book 3 Plats, Page 11, described as commencing at the intersection of the South line of Prospect Street with the East line of East Street, now Anderson Street, and running thence East along the South line of Prospect Street one hundred twenty (120) feet, thence South ninety (90) feet, thence West one hundred twenty (120) feet, thence North ninety (90) feet to the point of beginning, except the West seven and one half (7 $\frac{1}{2}$) feet of said tract

(aka 717 Anderson Street)

AND WHEREAS, the party of the second part agrees to said fence being on the West 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 Five (5) of the Subdivision of the Southwest Quarter (SW $\frac{1}{4}$) and the South one-half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book A Plats, Page 4, described as commencing at a point on the South line of Prospect Street in Manchester, Iowa, a distance of one hundred twenty (120) feet East of the intersection of the South line of Prospect Street with the East line of East Street, now Anderson Street, and running thence South ninety (90) feet, thence East one hundred twenty (120) feet, thence North ninety (90) feet, thence West one hundred twenty (120) feet to the point of beginning

(aka 605 East Prospect Street)

AND WHEREAS, the said fence to be on the East property line of the party of the first part; and the West 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.

PARTY OF THE FIRST PART

Alex A. Linderwell
Alex A. Linderwell, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 26th day of June, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared, Alex A. Linderwell, 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.

Brittany Ries
Notary Public in and for the State of Iowa



Marin Linderwell
Marin Linderwell, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 26 day of June, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared, Marin Linderwell, 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.

Brittany Ries
Notary Public in and for the State of Iowa



PARTY OF THE SECOND PART

Kael Younger Brooks
Kael Younger Brooks, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 21 day of Aug, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared, Kael Younger Brooks, 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.

Brittany Ries
Notary Public in and for the State of Iowa

