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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. 563-927-3636
Return To: Hillary Weber, 1016 Sherman Avenue, Manchester, IA 52057

FENCE AGREEMENT

2018-944
2005-1834

This agreement made this 28 day of September 2020, by and between **Hillary Weber**, Party of the First Part, and **John H Lehmann and Dixie J. Lehmann**, Party of the Second Part.

WHEREAS, the party of the first part wishes to build a chain link 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:

Lots 4 to 6, Block 4, Sunnyside Addition, Manchester, Delaware County Iowa
(Parcel No. 630292003500 - AKA 1016 Sherman Avenue)

AND WHEREAS, the party of the second part agrees to said chain link 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:

Lots 7, 8, 9, Block 4, Sunnyside Addition, Manchester, Delaware County Iowa
(Parcel 630292003400 - AKA 1014 Sherman Avenue)

AND WHEREAS, the said chain link 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 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 chain link fence may be built on the property line of both parties. The fence shall not be built within the easement of either property owner. 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

Hillary Weber
Hillary Weber

PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 28 day of September 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Hillary Weber**, 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.

Michele R. Africa
Notary Public in and for the State of Iowa

Michele R. Africa
Printed Notary Name

NOTARIAL SEAL IOWA
MICHELE R. AFRICA
Commission Number 742822
My Commission Expires
9-14-21

PARTY OF THE SECOND PART

John H. Lehmann
John H. Lehmann
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 28 day of September, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **John H. Lehmann** 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.

Michele R. Africa
Notary Public in and for the State of Iowa

Michele R. Africa
Printed Notary Name

NOTARIAL SEAL IOWA
MICHELE R. AFRICA
Commission Number 742822
My Commission Expires
9-14-21

Dixie J. Lehmann
Dixie J. Lehmann
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 28 day of September, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared, **Dixie J. Lehmann** 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.

Michele R. Africa
Notary Public in and for the State of Iowa

Michele R. Africa
Printed Notary Name

NOTARIAL SEAL IOWA
MICHELE R. AFRICA
Commission Number 742822
My Commission Expires
9-14-21