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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: Larry & Susan Diercksen, 1226 N 2nd St, Manchester, Iowa PH 563-608-6803

Pen

FENCE AGREEMENT

This agreement made this 28th day of October, 2021, by and between Larry & Susan Diercksen Revocable Trust, Party of the First Part, and Laura J. Kaune, 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 NORTH property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Lot Two (2) of S & R Construction Subdivision a Subdivision of the East One-Half (E½) of Lot 55 of Henry Acers' Addition Sec. 20, T89N, R5W of the Fifth P.M., City of Manchester, Delaware County, Iowa, according to plat recorded in Book 2020, Page 3554

(aka 1226 N 2nd St)

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

Lot One (1) of S & R Construction Subdivision A Subdivision Of The East One-Half (E1/2) of Lot 55 Of Henry Acres' Addition Sec. 20, T89N, R5W Of Fifth P.M., City of Manchester, Delaware County, Iowa, according to plat recorded in Book 2020, Page 3554

(aka 1228 N 2nd St)

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

Larry Diercksen

Larry D. Diercksen, Trustee of the Larry & Susan Diercksen Revocable Trust

PARTY OF THE FIRST PART

State of Iowa)

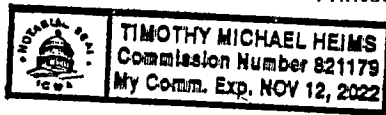
2020-7100
2021-1613

County of Delaware) ss:
)

On this 28 day of October, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, **Larry D. Dierksen**, 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.

Timothy Michael Heims
Notary Public in and for the State of Iowa

Timothy Michael Heims
Printed Notary Name



Susan Dierksen

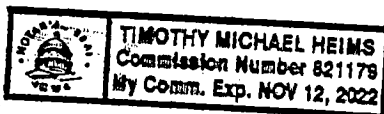
Susan E. Dierksen, Trustee of the Larry & Susan Dierksen Revocable Trust
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 28th day of October, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, **Susan E. Dierksen**, 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.

Timothy Michael Heims
Notary Public in and for the State of Iowa

Timothy Michael Heims
Printed Notary Name



PARTY OF THE SECOND PART

Laura J. Kaune

Laura J. Kaune
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 28th day of October, 2021, before me, a Notary Public in and for the State of Iowa, personally appeared, **Laura J. Kaune** 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.

Timothy Michael Heims
Notary Public in and for the State of Iowa

Timothy Michael Heims
Printed Notary Name

