



Book 2022 Page 993

Document 2022 993 Type 06 014 Pages 2
Date 3/29/2022 Time 9:03:08AM
Rec Amt \$12.00

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: Kathryn R. Guilgot, 600 E Howard Street, Manchester, Iowa 52057

FENCE AGREEMENT

This agreement made this 23 day of March, 2022, by and between Kathryn R. Guilgot, Party of the First Part, and Kathy L. Rempe, 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:

THE SOUTH 120 FEET OF THAT PART OF LOT 309, MANCHESTER, IOWA, ACCORDING TO PLAT RECORDED IN BOOK 1 L.D., PAGE 284, DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE EAST LINE OF POTTER STREET EXTENDED NORTH WITH THE NORTH LINE OF EAST HOWARD STREET, RUNNING THENCE EAST ON THE NORTH LINE OF HOWARD STREET A DISTANCE OF 76 FEET, THENCE STRAIGHT NORTH 250 FEET TO THE SOUTH LINE OF UNION STREET, THENCE WEST 75 FEET TO THE EAST LINE OF POTTER STREET AS EXTENDED NORTH, THENCE SOUTHERLY ALONG THE EAST LINE OF POTTER STREET (AS EXTENDED NORTH) APPROXIMATELY 250 FEET TO THE POINT OF BEGINNING, DELAWARE COUNTY, IOWA.

(aka 600 E Howard 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 Three Hundred Nine (309), Manchester, Iowa, described as commencing at a point seventy six (76.0) feet East of the point where the extended East line of Potter Street intersects the North line of Howard Street, and running thence North one hundred fifty (150.0) feet, thence East ninety six (96.0) feet, thence South one hundred fifty (150.0) feet to the North line of Howard Street, thence West along the North line of Howard Street ninety six (96.0) feet to the point of beginning, as shown in Book 2 Plats, Page 79.

(aka 604 E Howard 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

Kathryn R. Guilgot

Kathryn R. Guilgot

PARTY OF THE FIRST PART

State of Iowa)

) ss:

County of Delaware)

On this 23 day of March, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, Kathryn R. Guilgot, 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
Commission Number 821179
My Comm. Exp. NOV 12, 2022

Timothy Michael Heims
Printed Notary Name

PARTY OF THE SECOND PART

Kathy L Rempe

Kathy L. Rempe

PARTY OF THE SECOND PART

State of Iowa)

) ss:

County of Delaware)

On this ____ day of _____, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, Kathy L. Rempe 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
Commission Number 821179
My Comm. Exp. NOV 12, 2022

Timothy Michael Heims
Printed Notary Name