



Book 2022 Page 1682

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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Prepared By and Return To: Jennifer A. Clemens-Conlon - #AT0001534,  
2080 Southpark Court, Dubuque, IA 52003 (563) 582-2926

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### **PARTY WALL AGREEMENT**

This Agreement is made and entered into this 19<sup>th</sup> day of May, 2022, by and between Jeffrey P. Freiburger and Angie L. Freiburger, husband and wife, (hereinafter referred to as "Lot 1 Owner") and Jeffrey P. Freiburger and Angie L. Freiburger, husband and wife (hereinafter referred to as "Lot 2 Owner").

#### **RECITALS:**

A. Lot 1 Owner is presently the owner of the following described real estate located in Delaware County, Iowa:

Lot 1 of Freiburger's Second Subdivision, City of Delhi, per Plat filed in Book 2022, page 1669

which real estate is hereinafter referred to as the "Lot 1 Real Estate."

B. Lot 2 Owner is presently the owner of the following described real estate located in Delaware County, Iowa:

Lot 2 of Freiburger's Second Subdivision, City of Delhi, per Plat filed in Book 2022, page 1669

which real estate is hereinafter referred to as the "Lot 2 Real Estate".

C. Lot 1 Real Estate and Lot 2 Real Estate are adjacent to one another and share a common boundary line.

D. A building is located upon the Lot 1 Real Estate and upon the Lot 2 Real Estate which consists of two separate residential units. The residential unit owned by Lot 1 Owner lies solely upon the Lot 1 Real Estate and the residential unit owned by Lot 2 Owner lies solely upon the Lot 2 Real Estate, except the two residential units share a common roof and a common wall

connecting the two residential units which lie upon the common boundary line between the Lot 1 Real Estate and the Lot 2 Real Estate.

E. A driveway is located upon the Lot 1 Real Estate and upon the Lot 2 Real Estate. The driveway owned by Lot 1 Owner lies solely upon the Lot 1 Real Estate and the driveway owned by Lot 2 Owner lies solely upon the Lot 2 Real Estate, except that the two driveways connect upon the common boundary line between the Lot 1 Real Estate and the Lot 2 Real Estate.

F. By this Agreement the parties wish to define their respective rights, duties and obligations with respect to the common party wall, roof, driveway and other matters pertaining to the residential units which they respectively own.

Now, therefore, for valuable consideration, the parties agree as follows:

1. PARTY WALL. Lot 1 Owner and Lot 2 Owner acknowledge that the Lot 1 Real Estate residential unit and the Lot 2 Real Estate residential unit are separated by a common party wall which is located upon the common boundary line between the Lot 1 Real Estate and the Lot 2 Real Estate. Lot 1 Owner and Lot 2 Owner agree that said party wall shall be used jointly by the parties and that the costs of rebuilding and repairing said wall, if necessary, shall be shared equally by the parties.

To the extent that said common party wall used by Lot 1 Owner encroaches upon the Lot 2 Real Estate, Lot 2 Owner does hereby grant and convey unto Lot 1 Owner a perpetual easement over the Lot 2 Real Estate for the purpose of allowing such encroachment. To the extent that said common party wall used by Lot 2 Owner encroaches upon the Lot 1 Real Estate, Lot 1 Owner does hereby grant and convey unto Lot 2 Owner a perpetual easement over the Lot 1 Real Estate for the purpose of allowing such encroachment.

2. COMMON ROOF. Lot 1 Owner and Lot 2 Owner acknowledge that the Lot 1 Real Estate residential unit and the Lot 2 Real Estate residential unit are served by a common roof. It is agreed by the parties that said common roof shall be used jointly by them. Lot 1 Owner shall be responsible for the repair and replacement, if necessary, of that portion of the roof located on the Lot 1 Real Estate. Lot 2 Owner shall be responsible for the repair and replacement, if necessary, of that portion of the roof located on the Lot 2 Real Estate. In the event the entire roof requires replacement, the cost of said replacement shall be shared equally by Lot 1 Owner and Lot 2 Owner. Neither party shall change the color or type of roof without the consent of the other party.

3. CHANGES TO BUILDING EXTERIOR. Any material changes to the exterior of the residential building located upon the Lot 1 Real Estate or the Lot 2 Real Estate including, without limitation, color changes on the doors, shall require the mutual consent of both parties.

4. DRIVEWAY. Lot 1 Owner shall be responsible for the repair and replacement, if necessary, of that portion of the driveway located on Lot 1 Real Estate. Lot 2 Owner shall be

responsible for the repair and replacement, if necessary, of that portion of the driveway located on Lot 2 Real Estate. In the event the entire driveway requires replacement, the cost of said replacement shall be shared equally by Lot 1 Owner and Lot 2 Owner.

To the extent that said common driveway encroaches at the common boundary line upon Lot 1 Real Estate, Lot 1 Owner does hereby grant and convey unto Lot 2 Owner a perpetual easement over the Lot 1 Real Estate for the purpose of allowing such encroachment. To the extent that said common driveway encroaches at the common boundary line upon the Lot 2 Real Estate, Lot 2 Owner does hereby grant and convey unto Lot 1 Owner a perpetual easement over the Lot 2 Real Estate for the purpose of allowing such encroachment.

5. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns.

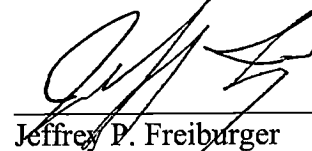
Dated this 19<sup>th</sup> day of May, 2022.

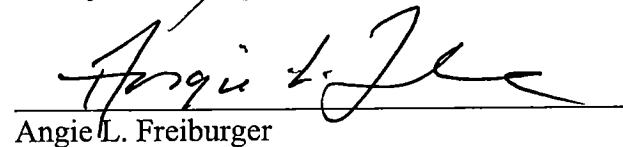
Lot 1 Owner

  
Jeffrey P. Freiburger

  
Angie L. Freiburger

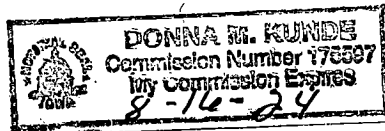
Lot 2 Owner

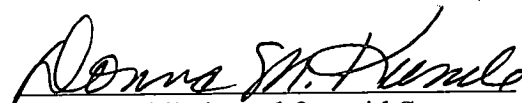
  
Jeffrey P. Freiburger

  
Angie L. Freiburger

STATE OF IOWA                     )  
  ) ss:  
COUNTY OF Delaware

On this 19<sup>th</sup> day of May, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Jeffrey P. Freiburger and Angie L. Freiburger**, husband and wife, to me known to be the identical persons named in and who executed the forgoing instrument and acknowledged that they executed the same as their voluntary act and deed.



  
Notary Public in and for said State

## Mortgage Lender's Consent

The undersigned Mortgage Lender, having a security against the real estate described as Lot 1 of Freiburger's Second Subdivision and Lot 2 of Freiburger's Second Subdivision, hereby consents to the terms and conditions of the attached Party Wall Agreement.

Mortgage Lender: Fidelity Bank & Trust Company

By: BRIAN C. LUBBEN

As: SENIOR VICE PRESIDENT

STATE OF IOWA )

DUBUQUE COUNTY )

ss:

On this 11<sup>th</sup> day of MAY, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared BRIAN C. LUBBEN to me personally known, who, being by me duly sworn did say that he/she is the SENIOR VICE PRESIDENT of Fidelity Bank & Trust Company, executing the instrument to which this is attached and that as said BRIAN C. LUBBEN of Fidelity Bank & Trust Company, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by them voluntarily executed.



Carolyn Turnis  
Notary Public in and for said State