



Book 2022 Page 2969

Document 2022 2969 Type 06 014 Pages 2
Date 10/03/2022 Time 1:11:01PM
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: Paul Glaza, 125 E Honey Creek Dr, Manchester, IA 52057

FENCE AGREEMENT

This agreement made this 03 day of Oct, 2022, by and between Coleen A Laubenthal, Party of the First Part, and James M. and Leticia M. Timmerman, 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 SOUTH property line of the party of the first part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:

Lot Five (5) of Northtown Estates Subdivision of part of the North one-half (N½) of the Southeast Quarter (SE¼) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian, according to plat recorded in Book 4 Plats, Page 13.

(AKA 125 E HONEY CREEK DRIVE)

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

Lot Eight (8), except the West seventeen and one-half (17½) feet thereof, and the West twenty two and one-half (22½) feet of Lot Nine (9), all in Schulte's First Addition to Northtown Estates Subdivision, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 166.

(AKA 104 RAY'S COURT)

AND WHEREAS, the said 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 165.25.10 "FENCE REGULATIONS" 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.

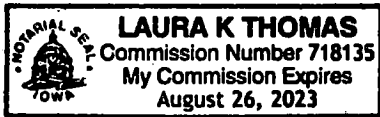
PARTY OF THE FIRST PART

Coleen A. Laubenthal
Coleen A Laubenthal
PARTY OF THE FIRST PART
(Glaza)

State of Iowa)
) ss:
County of Delaware)

On this 29th day of Sept., 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Coleen A Laubenthal**, 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.

Laura K Thomas
Notary Public in and for the State of Iowa



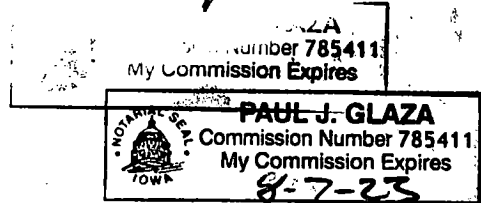
PARTY OF THE SECOND PART

James M. Timmerman
James M. Timmerman
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 3 day of Oct, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **James M. Timmerman** 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.

Paul J. Glaza
Notary Public in and for the State of Iowa



Leticia M. Timmerman
Leticia M. Timmerman
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 3 day of Oct, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, **Leticia M. Timmerman** 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 **their** voluntary act and deed.

Paul J. Glaza
Notary Public in and for the State of Iowa

