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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: Rachel Montes, 1512 N 4<sup>th</sup> Street, Manchester, IA 52057

### FENCE AGREEMENT

This agreement made this 20<sup>th</sup> day of October, 2024, by and between **Rachel Montes (primary owner)** and **Jeffrey Harbaugh (secondary owner)** Party of the First Part, and **James E. Moriarity**, 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:

**The North one-half (N½) of Lot Twenty Three (23) of the Survey and Plat of Nelson's Subdivision of part of the North one-half (N½) of the South one-half (S½) 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, Pages 2-5.**

**(AKA 1512 N 4<sup>th</sup> Street)**

**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:

**The South one-half (S½) of Lot Twenty Three (23) of the Survey and Plat of Nelson's Subdivision of part of the North one-half (N½) of the South one-half (S½) 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, Pages 2-5.**

**(AKA 1508 N 4<sup>th</sup> Street)**

**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**

*Rachel Montes*

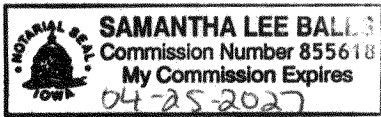
**Rachel Montes, Primary Owner**  
PARTY OF THE SECOND PART

State of Iowa )  
 ) ss:  
County of Delaware )

On this 28<sup>th</sup> day of October, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, **Rachel Montes, Primary Owner**, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

*Samantha Lee Bales*

Notary Public in and for the State of Iowa



*Jeffrey Harbaugh*

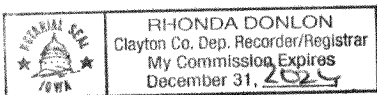
**Jeffrey Harbaugh, Secondary Owner**  
PARTY OF THE SECOND PART

State of Iowa )  
 ) ss:  
County of Delaware )

On this 28<sup>th</sup> day of October, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, **Jeffrey Harbaugh, Secondary Owner**, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

*Rhonda Donlon*

Notary Public in and for the State of Iowa



**PARTY OF THE SECOND PART**

*James E. Moriarity*

**James E. Moriarity**  
PARTY OF THE FIRST PART

State of Iowa )  
 ) ss:  
County of Delaware )

On this 28<sup>th</sup> day of October, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared, **James E. Moriarity**, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that s/he executed the same as his/her voluntary act and deed.

*Samantha Lee Bales*

Notary Public in and for the State of Iowa

