



Book 2025 Page 1104

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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: Curtis John Cooksley, 1030 N 3rd Street, Manchester, Iowa

FENCE AGREEMENT

This agreement made this 29 day of April, 2025, by and between Curtis John Cooksley, Party of the First Part, and Kenneth Joseph Pasker, Jr and Lisa Marie Pasker, 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:

The South one-half (S 1/2) of the East one-half (E 1/2) of Lot Ninety Nine (99), Henry Acers' Addition to Manchester, Iowa according to the plat recorded in Book 1, Plats, Page 1.

(aka 1030 N 3rd Street)

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:

The North Half (N ½) of the East Half (E ½) of Lot Ninety Nine (99) of Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1.

(aka 300 W Acers Street)

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

Curtis John Cooksley
Curtis John Cooksley, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 29 day of 4, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared, **Curtis John Cooksley**, 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.

Tim Heims
Notary Public in and for the State of Iowa



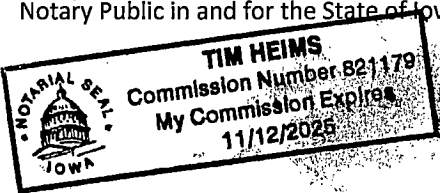
PARTY OF THE SECOND PART

Kenneth Joseph Pasker Jr.
Kenneth Joseph Pasker Jr., PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 29 day of 4, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared, **Kenneth Joseph Pasker, Jr** 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.

Tim Heims
Notary Public in and for the State of Iowa



Lisa Marie Pasker (KP)
Lisa Marie Pasker, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 29 day of 4, 2025, before me, a Notary Public in and for the State of Iowa, personally appeared, **Lisa Marie Pasker** 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.

Tim Heims
Notary Public in and for the State of Iowa

