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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: Alex Linderwell, 717 Anderson Street, Manchester, Iowa, Ph 563-608-1492

FENCE AGREEMENT

This agreement made this 5th day of July, 2026, by and between Alex A. Linderwell and Marin Linderwell, Party of the First Part, and Trey M. MacTaggart and Brooke A. MacTaggart, 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:

That part of Lot Five (5) of the Subdivision of the Southwest Quarter (SW $\frac{1}{4}$) and the South one-half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P .M., according to plat recorded in Book A Plats, Page 4 and plat recorded in Book 3 Plats, Page 11, described as commencing at the intersection of the South line of Prospect Street with the East line of East Street, now Anderson Street, and running thence East along the South line of Prospect Street one hundred twenty (120) feet, thence South ninety (90) feet, thence West one hundred twenty (120) feet, thence North ninety (90) feet to the point of beginning, except the West seven and one half (7 $\frac{1}{2}$) feet of said tract

(aka 717 Anderson 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:

That part of Lot Five (5) of the Subdivision of the Southwest Quarter (SW $\frac{1}{4}$) and the South one-half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P .M., according to plat recorded in Book A Plats, Page 4, described as commencing at a point on the East line of Anderson Street (formerly East Street) that is nine (9) chains and twenty one (21) links North from the South line of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Twenty Eight (28), and running thence East two hundred thirty two and one-half (232 $\frac{1}{2}$) feet, thence North to a point ninety (90.0) feet South of the South line of Prospect Street, thence West two hundred thirty two and one-half (232 $\frac{1}{2}$) feet, to the East line of Anderson Street, thence South to the point of beginning

(aka 715 Anderson 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 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

Alex A. Linderwell
Alex A. Linderwell, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 26th day of June, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared, Alex A. Linderwell, 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.

Brittany Ries
Notary Public in and for the State of Iowa



Marin Linderwell
Marin Linderwell, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 26th day of June, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared, Marin Linderwell, 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.

Brittany Ries
Notary Public in and for the State of Iowa



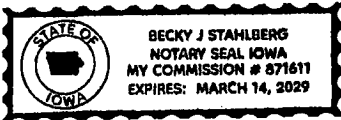
PARTY OF THE SECOND PART

Trey M. MacTaggart
Trey M. MacTaggart, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 5 day of July, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared, Trey M. MacTaggart, 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.

Becky J. Stahlberg 7/5/2026
Notary Public in and for the State of Iowa



Brooke A. MacTaggart
Brooke A. MacTaggart, PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 5 day of July, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared, Brooke A. MacTaggart, 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.

Becky J. Stahlberg 7/5/2026
Notary Public in and for the State of Iowa

