Chris McDowell
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DELAWARE COUNTY IOWA
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DELAWARE CO. RECORDER
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Prepared by Linda K. Tutton, City of Manchester, Iowa

# F E N C E  A G R E E M E N T

This agreement made this 5th day of June, 1996, by and between Danny R. McDowell and Chris K. McDowell, husband and wife, Parties the First Part, and Delaware County, Iowa, Party of the Second Part.

WHEREAS, the party of the first part wish to build the fence on their south property line, said fence being on the property of the party of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows:

The West one-fourth (W 1/4) of Lot Forty Seven (47), Henry Acers' Addition to Manchester, Iowa according to plat recorded in Book 1 Plats, Page 1.

AND WHEREAS, the said fence to be on the south property line of the party of the first part; north property line of the party of the second part:

AND WHEREAS, Section 12 1/2 "FENCE REGULATIONS" of the Zoning Code of Ordinances of the City of Manchester, Iowa, requires that parties enter into an agreement regarding the erection of said fence on the property of party of the second part due to the fact that said fence is within 3 feet of the property line dividing the property of party of the second part from property of the first part.

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 parties 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 fence.

3. That the parties of the first part shall hold the parties 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.

Danny R. McDowell

Chris K. McDowell

PARTY OF THE FIRST PART

G. Eldon Koeneke, Chairman
Delaware County Board of Supervisors

PARTY OF THE SECOND PART

DATE 6-5-96 BOOK 6 PAGE 133

STATE OF IOWA )
) SS:
COUNTY OF DELAWARE)

On this 5th day of June, 1996, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Danny R. McDowell and Chris K. McDowell, husband and wife, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Linda K. Tutton
Linda K. Tutton, Notary Public
My Commission Expires Aug. 29, 1996

STATE OF IOWA )
) SS:
COUNTY OF DELAWARE)

On this 3 day of June, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared G. Eldon Koeneke, to me personally known, and who, being by me duly sworn, did say that he is the Chairperson of the Board of Supervisors, respectively, of the County of Delaware, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the Corporation and that the instrument was signed and sealed on behalf of the Corporation, by authority of its Board of Supervisors, on the 3 day of June, 1996, and G. Eldon Koeneke acknowledge the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the Corporation, by it and by him voluntarily executed.

Sharon McCrabb
Sharon McCrabb

SHARON McCRABB NOTARIAL SEAL