Jon Behnken
304 E. Marion
Manchester, IA

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DELAWARE COUNTY IOWA
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6.00

Prepared by Linda K. Tutton, City of Manchester, 208 E Main Str, Manchester, IA

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

This agreement made this 19th day of September, 1997, by and between Jon A. Behnken and Connie L. Behnken, husband and wife, Parties of the First Part, and David J. and Colleen M. Zapf, husband and wife, Parties of the Second Part.

WHEREAS, the party of the first part wishes to build the fence on their east 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:

Lot Two (2) in Amsden's Addition to Manchester, Iowa, according to plat recorded in Book 3 L.D., Page 277, excepting the East ten (10.0) feet thereof.

AND WHEREAS, the said fence to be on the east property line of the party of the first part; west 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 party 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.

Jon A. Behnken
Jon A. Behnken

Connie L. Behnken
Connie L. Behnken

PARTIES OF THE FIRST PART

David J. Zapf
David J. Zapf

Colleen M. Zapf
Colleen M. Zapf

PARTIES OF THE SECOND PART

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 19th day of September, 1997, before me, a Notary Public in and for the State of Iowa, personally appeared Jon A. Behnken and Connie L. Behnken, and David J. and Colleen M. Zapf, 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 8-29-99

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