Frank Fergesen
F+G Realty
221 E. Main St.
Manchester, IA

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Prepared by Helen M. Knutson, 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 10th day of October, 1997, by and between Frank L. Fergesen and Verna M. Fergesen, husband and wife, Parties of the First Part, and Central Education Association, AKA St. Paul's School of Religion Rev. Ralph Simington, Executive Coordinator, Party of the Second Part.

WHEREAS, the party of the first part wishes to build the fence on their north 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 Hundred Thirty Two (132.0) feet of Lot Three (3), Block One (1), Sheldon & Harris Addition to Manchester, Iowa, acacording to plat recorded in Book 1 Plats, Pages 97-98.

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

Frank L. Fergesen
Frank L. Fergesen

Verna M. Fergesen
Verna M. Fergesen

PARTIES OF THE FIRST PART

CENTRAL EDUCATION ASSOCIATION F.F.
Rev Ralph Simington
Rev. Ralph Simington,
Executive Coordinator

PARTY OF THE SECOND PART

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 10th day of October, 1997, before me, a Notary Public in and for the State of Iowa, personally appeared Frank L. Fergesen and Verna M. Fergesen, 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.

James V. Graybill , Notary Public
My commission expires 7-7-2000

JAMES V. GRAYBILL
MY COMMISSION EXPIRES
7-7-2000

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STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 10th day of October, 1997, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Rev. Ralph Simington, to me personally known, who being by me duly sworn, did say that he is the Executive Coordinator of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Rev. Ralph Simington as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

James V. Graybill

James V. Graybill,Notary Public
My commission expires 7-7-2000

