Donald Wheeler
512 E. Main
Manchester, IA

98-3295
DELAWARE COUNTY IOWA
'98 APR 21 PM 3 11
8
14
21.00

Preparer: James T. Peters, 309 First Street East, P.O. Box 774, Independence, IA 50644 (319)334-9999

FENCE AGREEMENT

CITY OF MANCHESTER, IOWA
DONALD W. WHEELER, SINGLE
CHERYL CARRADUS, SINGLE

WHEREAS, Donald W. Wheeler and Cheryl Carradus, hereinafter referred to as "property owners", are the owners of real estate located in Manchester, Iowa, more specifically described as:

Parcel F, Part of Lot 122 and part of East 11.5 feet of Lot 123, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 8 Plats, page 30 and;

WHEREAS, the property owners have requested permission from the City of Manchester, Iowa, to construct a 4' high chain link fence on property which lies between their property and Potter Street and Main Street in Manchester, Iowa; and

WHEREAS, the proposal for fence construction appears to be an appropriate use for the land in which the City has an interest;

IT IS THEREFORE AGREED as follows:

1. Property owners shall be entitled to construct a 4' high chain link fence along Potter Street at a location three (3) feet West of their sidewalk and seven (7) feet East of their property line as shown on the attached diagram.

2. Property owners shall be solely responsible for maintaining and repairing the fence permitted by this agreement.

3. The City of Manchester, Iowa, accepts no responsibility for construction, maintenance or other potential hazards created by the fence contemplated by this agreement. Property owners shall indemnify and hold the City of Manchester, Iowa, harmless for any claim, action, or suit filed as a result of the construction, maintenance, location, or any other issue arising out of the existence of the fence contemplated by this agreement.

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4. The right for a fence to exist on the property as set forth above shall terminate on the 1st day of June, 2017, or when the above-described property is sold by property owners, whichever shall first occur.

5. Upon termination of the rights conferred herein, property owners shall be solely responsible for demolition and removal of the fence. Failure of property owners to remove and dispose of the fence within 60 days of termination of this agreement shall entitle the City to remove and dispose of the fence and assess the costs of such action, including legal fees, to property owners.

CITY OF MANCHESTER, IOWA

BY: Milt L. Kramer
Milt L. Kramer, Mayor

BY: Karen K. Cole
Karen K. Cole, City Clerk

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 21st day of April, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, 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 City Council, as contained in R-191-98 passed (the Resolution adopted) by the City Council, under Roll Call No. _____ of the City Council on the 20th day of April, 1998, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

Bruce A. Trapp, Notary Public

Donald W. Wheeler

Cheryl Carradus

STATE OF IOWA, COUNTY OF DELAWARE, SS:

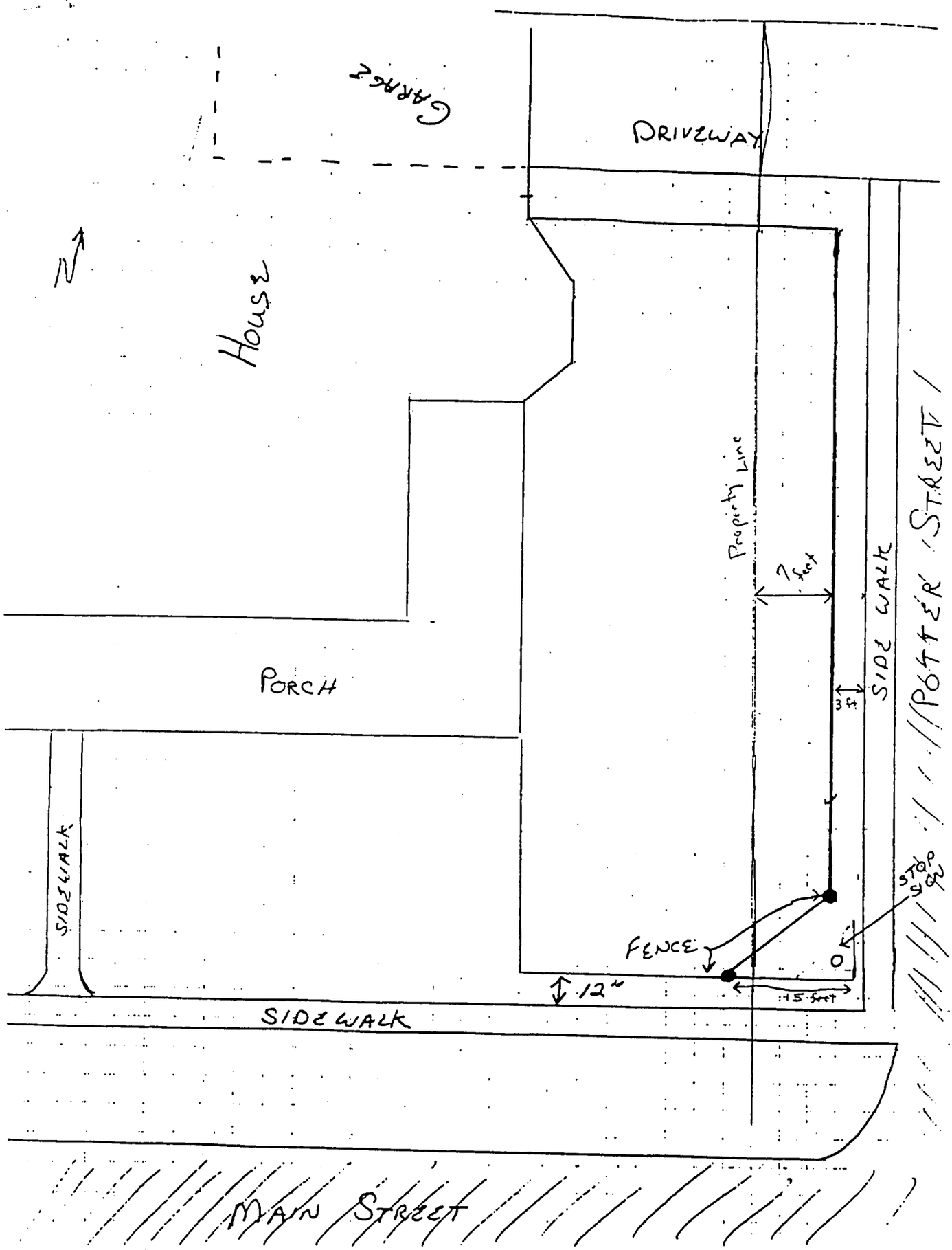
On this 4th day of April, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald W. Wheeler, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Christine L Tegeler
Notary Public in and for the State of Iowa
Christine L. Tegeler

STATE OF IOWA, COUNTY OF DELAWARE, SS:

On this 4th day of April, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Cheryl Carradus, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Christine L Tegeler
Notary Public in and for the State of Iowa
Christine L. Tegeler


GARAGE
DRIVEWAY
HOUSE
N
PORCH
SIDEWALK
Property Line
7 feet
3 ft
SIDE WALK
POTTER STREET
STOP
SIGN
FENCE
0"
12"
15 feet
SIDEWALK
MAIN STREET