Douglas C. Shaw
308 Quaker Mill Dr.
Manchester, IA

161
DELAWARE COUNTY IOWA
FILED
1998 JL -8 AM 10:56
BOOK 8 PAGE 51
DEDUPAUL PEYTON
DELAWARE CO. RECORDER
# 11.00

Prepared by Linda K. Tutton, 208 E. Main Street, Manchester, Iowa, Ph. 319 927-3636

# FENCE AGREEMENT

This agreement made this 27 day of ~~March~~ April, 1998, by and between Douglas C. Shaw, Party of the First Part, and Ronald and Deann Struble, husband and wife, Parties of the Second Part

WHEREAS, the party of the first part wishes to build the fence on his North and West property lines, 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:

> That part of Lot Forty-eight (48) of Nelson's Subdivision, Manchester, described as commencing at the Southeast corner of said Lot Forty-eight (48), thence North 2°-30' East 231.0 feet, thence North 89°-48' West 65.0 feet, thence South 89°-29' West 97.0 feet, thence South 2°-30' West 231.0 feet to the North right-of-way line of Quaker Mill Drive, thence North 89°-29' East 162.0 feet along said North right-of-way line of Quaker Mill Drive to point of beginning. N.K.A. Lot 1 of Lot 48 according to Plat in Bk 6, Page 81. (Excepting any portion thereof which may overlap on Lot Two (2) of Lot Forty-eight (48) of the amended and substituted plat of Lot Forty-six (46) and Forty-eight (48), Nelson's Subdivision, Delaware County, Iowa, as Quit Claimed to Janice R. Venteicher by Warranty deed dated 9/28/89 and filed for record 10/10/89 in Book 49, TLD, Page 372.)

AND WHEREAS, the said fence to be on the North and West property line of the party of the first part; South and East property line of the party of the second part:

AND WHEREAS, Section 12 ½ "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 said fence is within 3 feet of the property 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 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.

Douglas C. Shaw

Ronald Struble
Ronald Struble

Deann Struble
Deann Struble

PARTY OF THE FIRST PART

PARTIES OF THE SECOND PART

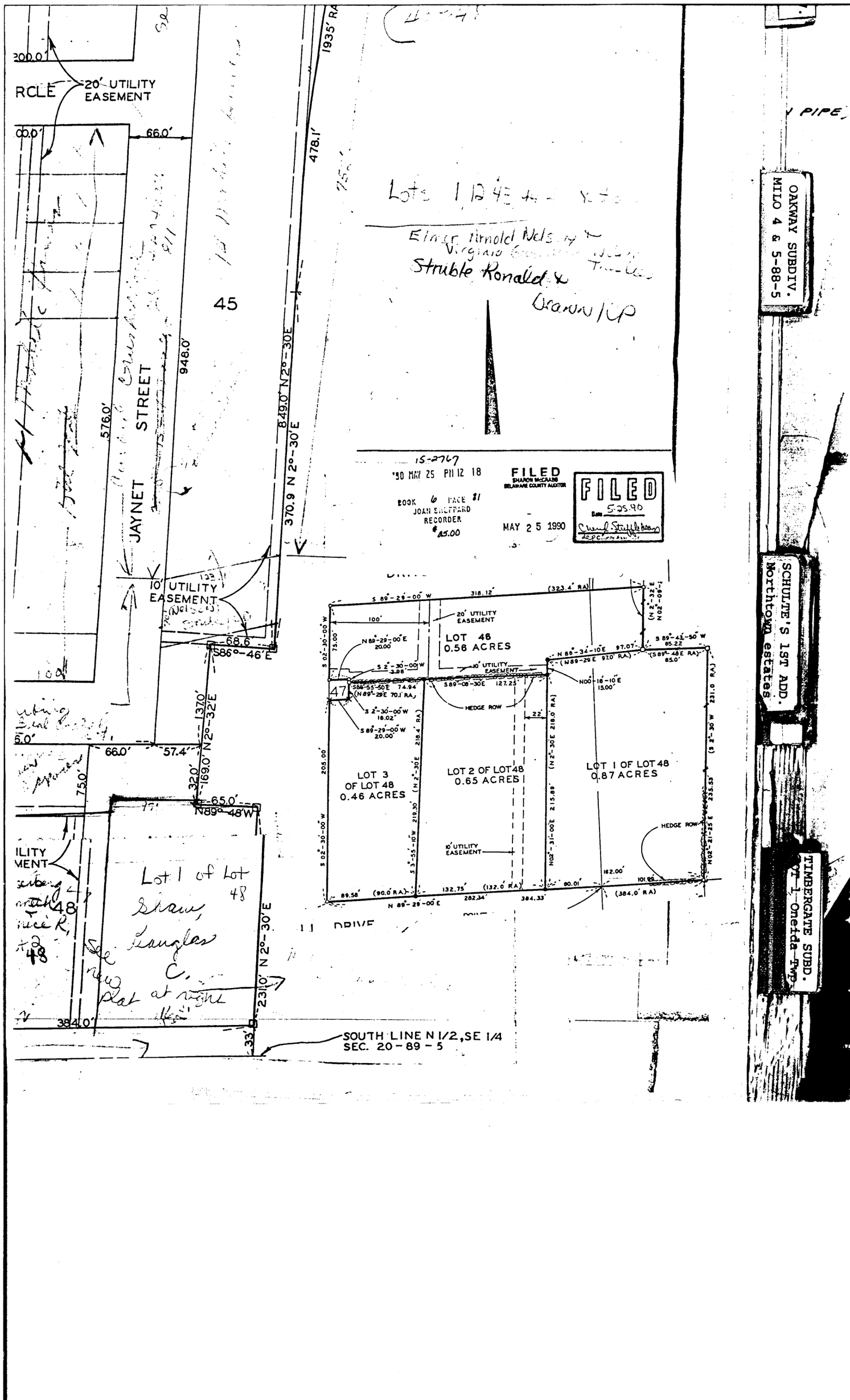
State of Iowa )
) ss:
County of Delaware)

On this 27 day of April, 1998, before me, a Notary Public in and for the State of Iowa, personally appeared Douglas C. Shaw, and Ronald and Deann Struble, 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.

Janet Hedtke
Notary Public in and for the
State of Iowa

My Commission Expires -
Oct. 1, 2000

DATE 7-8-98 BOOK 8 PAGE 51


20' UTILITY EASEMENT
66.0'
478.1'
1935' RA
Lots 1, 12 & 13
Elmer Arnold Nels & Virginia
Struble Ronald &
Drawn/CP
45
948.0'
576.0'
JAYNET STREET
849.0' N2°-30'E
370.9 N 2°-30'E
15-2767
'90 MAY 25 PM 12 18
FILED
SHARON McCRABB
DELAWARE COUNTY AUDITOR
BOOK 6 PAGE 81
JOAN SHEPPARD
RECORDER
$5.00
MAY 25 1990
FILED
Date 5-25-90
10' UTILITY EASEMENT
68.6
S86°-46'E
137.0'
N2°-32'E
169.0' N2°-30'E
66.0'
57.4'
32.0'
65.0'
N89°-48'W
75.0'
Lot 1 of Lot 48
Shaw, Douglas C.
See new plat at right
231.0' N 2°-30'E
384.0'
33'
SOUTH LINE N 1/2, SE 1/4
SEC. 20-89-5
OAKWAY SUBDIV.
MILO 4 & 5-88-5
SCHULTE'S 1ST ADD.
Northtown estates
TIMBERGATE SUBD.
Pt 1 Oneida Twp
LOT 48
0.56 ACRES
LOT 3
OF LOT 48
0.46 ACRES
LOT 2 OF LOT 48
0.65 ACRES
LOT 1 OF LOT 48
0.87 ACRES
HEDGE ROW
22'
162.00'
101.99'
384.33'
282.34'
132.75'
89.56'