Dave Arnold
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BOOK 8 PAGE 52
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$16.00

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

FENCE AGREEMENT

This agreement made this 9th day of July, 1998, by and between the United Methodist Church, Manchester, Iowa, Party of the First Part, and Alfred Gordon Dyer and Dorthy Eileen Dyer, husband and wife, Parties of the Second Part

WHEREAS, the party of the first part wishes to build the fence on their West 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 Sixty Eight (68), Manchester, Iowa, according to recorded plat thereof except that part described as follows: Commencing at the Northeast corner of said Lot 68, running thence West 51 feet, thence South 37 feet, thence East 51 feet, thence North 37 feet to the point of beginning.

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

x _____
David Arnold, Trustee Chairman/
United Methodist Church, Manchester, Iowa

x Alfred Gordon Dyer
Alfred Gordon Dyer

x Dorthy Eileen Dyer
Dorthy Eileen Dyer

PARTY OF THE FIRST PART

PARTIES OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 9th day of July, 1998, before me, a Notary Public in and for the State of Iowa, personally appeared David Arnold, Trustee Chairman, and Alfred Gordon Dyer and Dorthy Eileen Dyer, 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.

_____
Notary Public in and for the
State of Iowa
DAVID F. SMITH

DAVID F. SMITH NOTARIAL SEAL 0000

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