Kael Y. Brooks
605 E. Prospect
Manchester, IA

865
DELAWARE COUNTY IOWA
FILED
1998 JUL 16 PM 2:13
BOOK 8 PAGE 69
RECORDED
DELAWARE CO RECORDER
6.00

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

FENCE AGREEMENT

This agreement made this 15th day of July, 1998, by and between Kael Y. Brooks, Party of the First Part, and JoAnn Marie Harris, Party of the Second Part

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

That pt Lot 5 of Subd of SW¼ & S½ of NW¼ of 28-89-5, W of 5th PM, according to plat recorded in Bk A Plats, Page 4, described as commencing at a point on the S line of Prospect St. in Manchester, IA, a distance of 120' E of intersection of the S line of Prospect St. with the E line of E St., now Anderson St, & running thence S90', thence E 120', thence N 90', thence W 120' to the point of beginning.

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 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.

Kael Y. Brooks

JoAnn Marie Harris

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 15th day of July, 1998, before me, a Notary Public in and for the State of Iowa, personally appeared Kael Y. Brooks, and JoAnn Marie Harris, 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.

Debra A Ratzlaff
Notary Public in and for the
State of Iowa

DEBRA A. RATZLAFF
MY COMMISSION EXPIRES
2-25-00

Rerecorded
DATE 7-29-98 BOOK 8 PAGE 74

DATE 7-16-98 BOOK 8 PAGE 69

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DELAWARE COUNTY IOWA
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BOOK 8 PAGE 74
DEBORAH L. PEYTON
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Kael Brooks
605 Prospect St.
Manchester IA
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