Vicky K. Robrock
400 E. Union
Manchester, IA

2022
DELAWARE COUNTY IOWA
FILED
1998 DE 11 AM 8:01
BOOK 8 PAGE 158
DEBORAH L. 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 9th day of December, 1998, by and between Vicky K. Robrock, Party of the First Part, and Harland Allison, Jr. and Teresa M. Allison, husband and wife, Parties of the Second Part.

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

> The South eighty seven (87.0) feet of the West one-half (W 1/2) of Lot Six (6) of Burrington's Addition to Manchester, Iowa, according to plat recorded in Book I L.D., Page 245, except the West fifty (50.0) feet thereof; excepting any instruments of record which might affect the title to the above described part of lot, wherein descriptions were made on the basis that said lot was two hundred ten (210.0) feet in its dimensions.

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

Vicky K. Robrock
Vicky K. Robrock

Harland Allison, Jr.

Teresa M. Allison
Teresa M. Allison

PARTY OF THE FIRST PART

PARTIES OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 30th day of November, 1998, before me, a Notary Public in and for the State of Iowa, personally appeared Harland Allison, Jr., to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

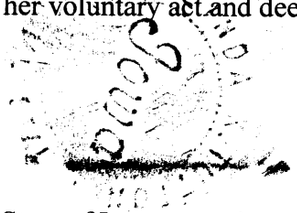
LINDA K. TUTTON
IOWA
NOTARIAL SEAL

Linda K. Tutton
Notary Public in and for the
State of Iowa

DATE 12-11-98 BOOK 8 PAGE 158

State of Iowa)
) ss:
County of Delaware)

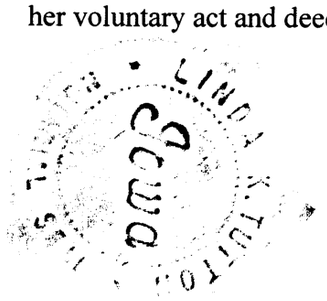
On this 7th day of December, 1998, before me, a Notary Public in and for the State of Iowa, personally appeared Vicky K. Robrock, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Linda K. Tutton
Notary Public in and for the
State of Iowa

State of Iowa)
) ss:
County of Delaware)

On this 9th day of December, 1998, before me, a Notary Public in and for the State of Iowa, personally appeared Teresa M. Allison, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Linda K. Tutton
Notary Public in and for the
State of Iowa