Pat Mooney
109 Keenan Ct.
Manchester IA
52057

DELAWARE COUNTY IOWA
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DEBORAH HEYDON
DELAWARE CO. RECORDER
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Prepared by Karen K. Cole, 208 E. Main Street, Manchester, Iowa, Ph. 319 927-3636

FENCE AGREEMENT

This agreement made this 27th day of May, 1999, by and between Patrick J. Moroney and Debbie J Moroney, husband and wife, Parties of the First Part, and Harry D. Swanson and Velma M. Swanson, husband and wife, Party of the Second Part.

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

> Lots Five (5) and Six (6) of FAH Sub-Division of Lot Eleven (11) in Facorah Addition to Manchester, Iowa, according to plat recorded in Book 2 Plats, Page 84, except that part of said lots described as commencing at the Northwest corner of said Lot Five (5), and running thence South on the West line of Lot Five (5) to the Southwest corner thereof, thence East on the South line of Lot Five (5) thirty (30.0) feet, thence South on the West line of Lot Six (6) thirty (30.0) feet, thence East eight and eighty five one-hundredths (8.85) feet, thence North to the line between Lots Six (6) and Five (5), thence West to a point thirty (30.0) feet East of the West line of said Lot Five (5), thence North to the North line of Lot Five (5), thence West thirty (30.0) feet to the point of beginning, subject to easements of record.

AND WHEREAS, the said fence to be on the south property line of the party of the first part; and North 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:

5. 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.
6. That the respective property owners are responsible for maintenance of the property on their respective sides of the property line.
7. 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.
8. 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.

Patrick J. Moroney

Debbie J. Moroney

. PARTIES OF THE FIRST PART

Harry D. Swanson

Velma M. Swanson

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 27th day of May, 1999, before me, a Notary Public in and for the State of Iowa, personally appeared Patrick J. Moroney and Debbie J. Moroney, husband and wife, and Harry D. Swanson and Velma M. Swanson, husband and wife, 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.

#222429 5/12/02

Notary Public in and for the State of Iowa