Barb Waterhouse
513 E. Butler
Manchester IA
52057

DELAWARE COUNTY IOWA
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DEBORAH A. BERTON
DELAWARE COUNTY RECORDER
$6.00

Prepared by Julie Swanson, 208 E. Main Street, Manchester, Iowa, Ph. 319 927-3636

FENCE AGREEMENT

This agreement made this 22nd day of October, 1999, by and between Marvin W. Waterhouse and Barbara J. Waterhouse, Party of the First Part, and Donald E. Mellody and Carolyn E. Mellody, Party of the Second Part.

WHEREAS, the party of the first part wishes to build the fence on their north 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 Six (6) and Seven (7) and the South Twenty (20) feet of Lots Two Hundred Sixty Four (264) and Two Hundred Sixty Five (265), except the West twenty-seven (27) feet of said described premises, all in the City of Manchester, according to the recorded plat thereof.

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

Marvin W. Waterhouse

Marvin W. Waterhouse

Barbara J. Waterhouse

Barbara J. Waterhouse

PARTIES OF THE FIRST PART

Donald E. Mellody

Donald E. Mellody

Carolyn E. Mellody

Carolyn E. Mellody

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 22nd day of October, 1999, before me, a Notary Public in and for the State of Iowa, personally appeared Marvin W. and Barbara J. Waterhouse, and Donald E. and Carolyn E. Mellody 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.

Rachel A. Waterhouse

Notary Public in and for the State of Iowa

RACHEL A. WATERHOUSE
NOTARIAL SEAL
STATE OF IOWA

State of Iowa)
) ss:
County of Delaware)