Earlene Houlihan
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Manchester IA
52057

DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$9.00

PREPARER: DAVE HEIAR 208 EAST MAIN ST. MANCHESTER, IA 52057 (319) 927-3636

FENCE AGREEMENT

This agreement made this 18 day of July, 2000, by and between St. Mary's Catholic Church in Manchester, Party of the First Part, and W. Max Boren, Jr. ,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: Lot twenty-one (21) in Ballard's Subdivision, a subdivision of Parts of Lot I and Lots M and N of Iowa and Company's Subdivision in Manchester, as recorded in Plat Book 1, page 120.

AND WHEREAS, the said fence to be on the South property line of the party of the first part; 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 the party of the first part due to the fact said fence is within 3 feet of the property of the party of the second 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.

Rev. Ralph Simington, Pastor
Rev. Ralph Simington, Pastor

W. Max Boren Jr.
W. Max Boren, Jr.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 18 day of July, 2000, before me, a Notary Public in and for the State of Iowa, personally appeared Rev. Raiph Simington, 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.

James V. Graybill
Notary Public in and for the
State of Iowa

NOTARIAL SEAL IOWA
JAMES V. GRAYBILL
MY COMMISSION EXPIRES
2-2-2003

State of Iowa)
) ss:
County of Delaware)

On this 18th day of July, 2000, before me, a Notary Public in and for the State of Iowa, personally appeared W. Max Boren, Jr., 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.

Jill Goos
Notary Public in and for the
State of Iowa

NOTARIAL SEAL IOWA
JILL GOOS
MY COMMISSION EXPIRES
2-8-2003