Tim Burke
509 Prospect St.
Manchester IA
52057

DELAWARE COUNTY IOWA
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DEBORAH L. PETROI
DELAWARE CO RECORDER
6.00

Prepared by Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636

FENCE AGREEMENT

This agreement made this 30th day of April, 2002, by and between Timothy J. Burke and Pamela J. Burke, husband and wife, Parties of the First Part, and Eastern Iowa Regional Housing, Party of the Second Part.

WHEREAS, the party of the first part wishes to build the fence on their East property line, said fence being on the property line of the party of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows:

The West one-half (W ½) of Lot Sixteen (16), and the West one-half (W ½) of the North sixty six (66.0) feet of Lot One (1), all of the Subdivision of Lot Eleven (11), of the Subdivision of the Southwest Quarter (SW ¼) and the South one-half (S ½) of the Northwest Quarter (NW ¼) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 47.

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 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.

Timothy J. Burke
Timothy J. Burke

Pamela J. Burke
Pamela J. Burke

PARTIES OF THE FIRST PART

Michelle Schneir
Eastern Iowa Regional Housing
Michelle Schneir

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 2nd day of May, 2002, before me, a Notary Public in and for the State of Iowa, personally appeared Timothy J. Burke and Pamela J. Burke, husband and wife, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Julie A. Swanson
Notary Public in and for the
State of Iowa

JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-02

On this 3rd day of April, 2002, before me, a Notary Public in and for the State of Iowa, personally appeared Michelle Schneir, a representative of Eastern Iowa Regional Housing to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Darcy J. Pelk
Notary Public in and for the
State of Iowa