Steven Smith
300 Elm St.
Manchester, IA

DELAWARE COUNTY IOWA
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BOOK 302 PAGE 345
DEBORAH L. HEYDON
DELAWARE CO RECORDER
16.00

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

FENCE AGREEMENT

This agreement made this 18 day of July, 2003, by and between Steven Earl Smith and Michele Ann Smith, husband and wife, Parties of the First Part, and James W. Hill, 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 line of the party of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows:

The East forty (40.0) feet of Lot One Hundred Two (102), Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1, except ;the South one hundred ten (110.0) feet thereof;

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.

Steven Earl Smith
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 18 day of July, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Steven Earl Smith 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.

Notary Public in and for the State of Iowa

JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-05

Michele Ann Smith

PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 18 day of July, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Michele Ann Smith 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.



Notary Public in and for the State of Iowa

James W. Hill

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 18 day of July, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared James W. Hill 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.

Notary Public in and for the State of Iowa

