Eastern Iowa Regional
Attn: Carl Reimer Housing
3999 Pennsylvania Ave
Dubuque, IA 52002

DELAWARE COUNTY IOWA
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DEBORAH LITTON
DELAWARE COUNTY AUDITOR
21.00

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

FENCE AGREEMENT

This agreement made this 11th day of September, 2003, by and between Eastern Iowa Regional Housing Authority (EIRHA) , Party of the First Part, and Daniel J. Recker and Margie A. Recker, Parties of the Second Part.

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

912 E Main Street, Manchester, Delaware County, Iowa (Manchester Manor)

That part of Lot Four (4) and of Lot Five (5) and Six (6), Block One (1), described as commencing at the Southeast corner of said Lot Five (5) and Six (6) and running thence North one hundred forty eight (148.0) feet, thence West one hundred thirty two (132.0) feet thence South one hundred forty eight (148.0) feet, thence East one hundred thirty two (132.0) feet to the point of beginning, of Ungs' Subdivision of Lot One (1), according to plat recorded in Book 2 plats, Page 123; and the South one hundred fifty (150.0) feet of Lot Five (5) of the Subdivision of Lot One (1) in the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Twenty Eight (28), Township Eight Nine (89) North, Range Five (5), West of the Fifth P.M. according to plat recorded in Book A Plats, Page 23; all being a part of the Subdivision of the Southwest Quarter (SW ¼) and the South one-fourth (S ¼) 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., all in the City of Manchester, Delaware County, Iowa.

AND WHEREAS, the said fence to be located six inches from West property line, on the property of the party of the first part. Therefore, six inches from the East property line of the party of the second part:

AND WHERE AS, the said fence will run from the front of the building, returning into the front corner of the building of the party of the first part, and extending North to run just past rear parking lot of the party of the first part. See **ATTACHMENT A**

AND WHERE AS, the said fence will be a six foot high, privacy style fence with the finished side facing the property 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.

Michelle Schnier
Michelle Schnier, Housing Director, EIRHA

PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 11TH day of SEPT, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Michell Schnier, Housing Director of ECIA, 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.

Notary Public in and for the
State of Iowa

Daniel J. Recker

PARTY OF THE SECOND PART

Margie A. Recker

PARTY OF THE SECOND PART

On this 12th day of SEPT, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Daniel J. Recker and Margie A. Recker, 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

ATTACHMENT A

