Rick Weber
103 W. Acres
Manchester, IA
52057

DELAWARE COUNTY IOWA
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DEBORAH L. FARLEY
DELAWARE COUNTY AUDITOR
11.00

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

FENCE AGREEMENT

This agreement made this 19th day of September, 2003, by and between Richard Paul Weber, Party of the First Part, and Michael & Dorothy Downs, husband and wife, Parties of the Second Part.

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

103 W. Acers

The South 120 feet of the East one-half (E ½) of the West one-half (W ½) of Lot Three (3), Henry Acers' addition to Manchester, Iowa, according to Plat recorded in Book 1 Plats, page 1.

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.

Richard Paul Weber

Richard Paul Weber

PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 19th day of September, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Richard Paul Weber, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his 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. 2-23-05

Michael Downs
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

LORETTA J. WELCHER
Commission Number 705592
My Comm. Exp. 2-29-04

On this 29 day of September, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Michael Downs to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for the State of Iowa

LORETTA J. WELCHER
Commission Number 705592
My Comm. Exp. 2-29-04

Dorothy Downs
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

LORETTA J. WELCHER
Commission Number 705592
My Comm. Exp. 2-29-04

On this ___ day of September, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Dorothy Downs 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

LORETTA J. WELCHER
Commission Number 705592
My Comm. Exp. 2-29-04