Marie German
1024 Sherman Ave
Manchester IA 52057

DELAWARE COUNTY IOWA
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DEBORAH HUBER
DELAWARE COUNTY RECORDER
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Prepared by Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636

# FENCE AGREEMENT

This agreement made this 7th day of Nov., 2003, by and between R. Marie German, Party of the First Part, and David J. Zapf and Colleen M. Zapf, husband and wife, Parties of the Second Part.

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

(1024 Sherman Ave, Manchester, Iowa 52057)
Sunnyside Addition, Lots 14 & 15, Block Three, South 2 ½ feet, 13 Block 3

AND WHEREAS, the said fence to be on the North property line of the party of the first part; South 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.

R. Marie German
R. Marie German

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
8-26-05

PARTY OF THE FIRST PART
State of Iowa )
) ss:
County of Delaware)

On this 7th day of November 2003, before me, a Notary Public in and for the State of Iowa, personally appeared R. Marie German 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.

Laura K Thomas
Notary Public in and for the State of Iowa

David J. Zapf

Colleen M. Zapf

PARTIES OF THE SECOND PART
State of Iowa )
) ss:
County of Delaware)

On this 7th day of November, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared David J. Zapf and Colleen M. Zapf, 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.

Linda Loney-Fangmann
Notary Public in and for the State of Iowa

LINDA LONEY-FANGMANN
Commission Number 708684
My Comm. Exp. 2004