Chad Manson
724 E. Union St.
Manchester, IA

DELAWARE COUNTY IOWA
FILED
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BOOK 2004 PAGE 1438
DEBORAH L. PEYTON
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 28th day of April, 2004, by and between Chad M. Manson and Ann O. Manson, Party of the First Part, and Lorraine F. Boffeli, Party of the Second Part.

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

724 E Union

The East seventy two and eighteen one hundredths (72.18) feet of the South one hundred thirty three and fifty six one-hundredths (133.56) feet of Lot Three (3) 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 PM, according to plat recorded in Book A Plats, Page 47.

AND WHEREAS, the said fence to be approximately one foot from the West property line of the party of the first part; one foot on the other side of the East 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 will be built approximately one foot on west side of the first party's property line. 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.

Chad Manson

Chad M. Manson
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 28th day of April, 2004, before me, a Notary Public in and for the State of Iowa, personally appeared Chad M. Manson, 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.

Patricia L. Salow

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
PATRICIA L. SALOW
Commission Number 141739
My Commission Expires
11-26-07

Ann O. Manson

Ann O. Manson
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 28th day of April, 2004, before me, a Notary Public in and for the State of Iowa, personally appeared Ann O. Manson, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

PATRICIA L. SALOW
Commission Number 141739
My Commission Expires
11-26-04

Patricia L. Salow
Notary Public in and for the State of Iowa

Lorraine F Boffeli

Lorraine F. Boffeli
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 28th day of April 2004, before me, a Notary Public in and for the State of Iowa, personally appeared Lorraine F. Boffeli 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.

PATRICIA L. SALOW
Commission Number 141739
My Commission Expires
11-26-04

Patricia L. Salow
Notary Public in and for the State of Iowa