DELAWARE COUNTY IOWA
FILED
2004 JN -1 AM 11: 51
BOOK 4 PAGE 1956
DEBORAH L. PEYTON
DELAWARE CO RECORDER
16.00

Connie R. Rude
142 East Prospect St.
Manchester, IA

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

FENCE AGREEMENT

This agreement made this 23rd day of April, 2004, by and between Connie R. Rude, Party of the First Part, and Mike and Dorothy Downs, Parties of the Second Part.

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

The West Sixty (60.0) feet of the East One Hundred Twenty (120.0) feet of the South One Hundred Fifty (150.0) feet of Lot Fourteen (14) of the Subdivision of part of the North one-half (N ½) of the Southeast Quarter (SE ¼) and the South one-half (S ½) of the Northeast Quarter (NE ¼) of Section Twenty-nine (29), Township Eighty-nine (89) North, Range Five (5), West of the Fifth PM according to plat recorded in Book A Plats, Page 6.

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

Connie R. Rude
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 23rd day of April, 2004, before me, a Notary Public in and for the State of Iowa, personally appeared Connie R. Rude, 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.

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

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
8-2005

Michael Downs
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 25 day of April, 2004, 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.

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

LINDA LONEY-FANGMANN
Commission Number 708684
My Comm. Exp. 2008

Dorothy Downs
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 22 day of April, 2004, 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 he executed the same as his voluntary act and deed.

Laura Thomas
Notary Public in and for the State of Iowa

LAURA K. THOMAS
Commission Number 716135
My Commission Expires
5-26-05