DELAWARE COUNTY IOWA
FILED
2004 JN - 1 AM 11:58
BOOK 4 PAGE 191
DEBORAH L. FLYTON
DELAWARE CO. RECORDER
10.00

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 Robert Edwin Bishop and Helen Dudley Bishop, Party of the Second Part.

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

> 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 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.

Connie R. Rude
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 23 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 Thomas
Notary Public in and for the State of Iowa

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

Robert Edwin Bishop
PARTY OF THE SECOND 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 Robert Edwin Bishop 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

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

Helen Dudley Bishop
PARTY OF THE SECOND 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 Helen Dudley Bishop 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

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