Michael McNally
208 E. Main
Manchester, IA

DELAWARE COUNTY IOWA
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BOOK 2004 PAGE 394
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
11.00

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

FENCE AGREEMENT

This agreement made this 14 day of June, 2004, by and between Michael J. McNally, Party of the First Part, and Kenneth P. Hart and Rose M. Hart, husband and wife, Party of the Second Part.

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

208 E Marion Street, Manchester, Delaware County, Iowa
Lot Two Hundred Twenty Five (225), Manchester, Iowa, according to plat recorded in Book 1, L.D., Page 284

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.

Michael J. McNally, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 14th day of June, 2004, before me, a Notary Public in and for the State of Iowa, personally appeared Michael J. McNally, 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

Kenneth P. Hart
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 14 day of June, 2004, before me, a Notary Public in and for the State of Iowa, personally appeared Kenneth P. Hart 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

Rose M. Hart
PARTY OF THE SECOND PART

Wendy L. Holroyd
COMMISSION NUMBER 183412
My Commission Expires
2-26-2005

State of Iowa)
) ss:
County of Delaware)

On this 15th day of June, 2004, before me, a Notary Public in and for the State of Iowa, personally appeared Rose M. Hart, 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

Winnie M. Zbornik
COMMISSION NUMBER 707242
My Commission Expires
12-04-06