Book 2005 Page 1198

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DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Taxpayer: Lenley G. Davis & Jennifer L. Davis, 137 W Butler Street, Manchester, IA, Ph. 563-927-1471

# FENCE AGREEMENT

This agreement made this 6 day of April, 2005, by and between Lenley G. Davis and Jennifer L. Davis, husband and wife, Party of the First Part, and Chad E. Nelson & Stacie M. Nelson, 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 West property line of the party of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows:

**137 West Butler Street, Manchester, Delaware County, Iowa**
East one half of Lot Fourteen (14), Block Four (4), Toogood and Bethel's Subdivision of North part of Lot I of Iowa Land Company's Subdivision of part of Manchester, Iowa; same being a part of the South east quarter of South West quarter of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian.

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.

Lenley G. Davis

Lenley G. Davis, PARTY OF THE FIRST PART

State of Iowa )
) ss:
County of Delaware)

On this 6 day of April, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Lenley G. Davis, 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. 3-6-08

Jennifer L. Davis

Jennifer L. Davis, PARTY OF THE FIRST PART

State of Iowa )
) ss:
County of Delaware)

On this 6 day of April, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Jennifer L. Davis, 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. 3-6-08

Chad E. Nelson
PARTY OF THE SECOND PART

State of Iowa )
) ss:
County of Delaware)

On this 6 day of April, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Chad E. Nelson, 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

NOTARIAL SEAL
LINDA LONEY-FANGMANN
Commission Number 708684
My Comm. Exp. 3-6-08

Stacie M. Nelson
PARTY OF THE SECOND PART

State of Iowa )
) ss:
County of Delaware)

On this 6 day of April, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Stacie M. Nelson, 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

NOTARIAL SEAL
LINDA LONEY-FANGMANN
Commission Number 708684
My Comm. Exp. 3-6-08