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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 DeAnn C. Supple, 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:

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 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.

Lenley G. Davis
Lenley G. Davis, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 6th 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.

Julie A. Swanson
Notary Public in and for the State of Iowa

Jennifer L. Davis
Jennifer L. Davis, PARTY OF THE FIRST PART

JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-05

State of Iowa)
) ss:
County of Delaware)

On this 6th 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.

Julie A. Swanson
Notary Public in and for the State of Iowa

JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-05

DeAnn C. Supple

DeAnn C. Supple
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 6th day of April, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared DeAnn C. Supple, 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.

Julie A. Swanson

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
JULIE A. SWANSON
Commission Number 224151
My Comm. Exp. 8-23-06