Return to:
Mike Tegeler
218 N. Franklin
Manchester, IA
52057

Book 2005 Page 3306

Document 2005 3306 Type 06 014 Pages 2
Date 9/16/2005 Time 9:21 AM
Rec Amt $12.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared by City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, 52057 Ph. 563-927-3636
Taxpayer: River Street Storage, a Partnership consisting of Richard J. Wolfe, Michael J. Tegeler & David L. Tegeler, 1936 Honeycreek Road, Manchester, IA, 52057 Ph. 319-981-3701
Return to: Mike Tegeler, 218 N. Franklin St., Manchester, IA 52057

FENCE AGREEMENT

This agreement made this 14th day of September, 2005, by and between River Street Storage (a partnership consisting of Richard J. Wolfe, Michael J. Tegeler & David L. Tegeler), Party of the First Part, and Charles L. and Carol A. Ankrom, 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:

1936 Honeycreek Road, Manchester, Delaware County, Iowa
Lot Three (3), North Oak Subdivision being a subdivision of the Southeast Quarter of the Northeast Quarter (SE ¼ - NE ¼) and part of the Southwest Quarter of the Northeast Quarter (SW ¼ - NE ¼) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5) West of the Fifth Principal Meridian, in the City of Manchester , Delaware County, Iowa, according to plat recorded in Book 1999, Page 126.

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.

PARTY OF THE FIRST PART

Richard J. Wolfe

Richard J. Wolfe, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 2nd day of September 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Richard J. Wolfe, 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 K. THOMAS
Commission Number 716135
My Commission Expires
8-26-08

Laura K. Thomas

Notary Public in and for the State of Iowa

Michael J. Tegeler, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 6 day of September, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Michael J. Tegeler, 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

LORETTA J. WELCHER
Commission Number 726245
My Commission Expires
1-5-07

David L. Tegeler, PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 14 day of Sept, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared David L. Tegeler, 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

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

PARTY OF THE SECOND PART

Charles L. Ankrom, PARTY OF THE SECOND PART

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
8-26-08

State of Iowa)
) ss:
County of Delaware)

On this 14 day of September, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Charles L. Ankrom, 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

Carol A. Ankrom, PARTY OF THE SECOND PART

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
8-26-08

State of Iowa)
) ss:
County of Delaware)

On this 14 day of September, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Carol A. Ankrom, 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