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DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Prepared by City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Taxpayer: Mark A. & Darcey L. Reetz, 905 E Butler Street, Manchester, Iowa, Ph. 563-927-9025

FENCE AGREEMENT

This agreement made this 5th day of October, 2005, by and between Mark A. & Darcey L. Reetz, husband and wife, Party of the First Part, and Timothy L. & Debra K. Rudd, 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:

905 E Butler Street, Manchester, Delaware County, Iowa

The East eighty-seven (87) feet of Lot Sixteen (16) of the Subdivision of Lot One (1) of the Subdivision of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 23, except the South thirty three(33) feet thereof.

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.

PARTY OF THE FIRST PART

Mark A. Reetz

Mark A. Reetz
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 8 day of 10, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Mark A. Reetz, 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.

DANIEL J. RECKER
Commission Number 728445
My Comm. Exp.

Daniel J. Recker
Notary Public in and for the State of Iowa

DANIEL J. RECKER
Commission Number 728445
My Comm. Exp. 5-14-07

Darcey L. Reetz

Darcey L. Reetz
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 8th day of Oct, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Darcey L. Reetz, 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.

DANIEL J. RECKER
Commission Number 728445
My Comm. Exp.

Notary Public in and for the State of Iowa

DANIEL J. RECKER
Commission Number 728445
My Comm. Exp. 5-14-07

PARTY OF THE SECOND PART

Timothy L Rudd

Timothy L. Rudd
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 5 day of October, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Timothy L. Rudd, 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

Debra K. Rudd

Debra K. Rudd
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 5 day of October, 2005, before me, a Notary Public in and for the State of Iowa, personally appeared Debra K. Rudd, 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

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