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Document 2006 1511 Type 06 014 Pages 2
Date 4/25/2006 Time 9:27 AM
Rec Amt $12.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

Return to: Casey Langel 414 Seeley St. Manchester, IA 52057
Prepared by City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Taxpayer: Casey J. Langel & April M. Sabers, 414 Seeley Street, Manchester, Iowa, Ph. 563-927-1026

FENCE AGREEMENT

This agreement made this 7th day of April, 2006, by and between Casey J. Langel & April M. Sabers, Party of the First Part, and Lloyd and Kay Deahl, 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 South property line of the party of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows: Lot Eight (8) of Tegeler's First Subdivision of Part of Lot 20 and Part of Lot 103 of Henry Acers' Addition To Manchester, Section 20 and 29, Township Eighty-Nine North(T89N), Range Five West (R5W) Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 7 Plats, Page 45.

AND WHEREAS, the said fence to be on the South property line of the party of the first part; North 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

Casey J. Langel
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 17th day of April, 2006, before me, a Notary Public in and for the State of Iowa, personally appeared Casey J. Langel, 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
Notary Public in and for the State of Iowa

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

April M. Sabers

April M. Sabers
PARTY OF THE FIRST PART

STATE OF IOWA "NOTARIAL SEAL"
Commission No: 140405
Pearl L. Spore
Commission Expires 01-14-08

State of Iowa)
) ss:
County of Delaware)

On this 24 day of April, 2006, before me, a Notary Public in and for the State of Iowa, personally appeared April M. Sabers, 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.

Pearl L. Spore

Notary Public in and for the State of Iowa

PARTY OF THE SECOND PART

Lloyd Deahl

Lloyd Deahl
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 3rd day of April, 2006, before me, a Notary Public in and for the State of Iowa, personally appeared Lloyd Deahl, 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

Notary Public in and for the State of Iowa

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

Kay Deahl

Kay Deahl
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 3rd day of April, 2006, before me, a Notary Public in and for the State of Iowa, personally appeared Kay Deahl, 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 her voluntary act and deed.

Laura K. Thomas

Notary Public in and for the State of Iowa

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