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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

(Recorder's Cover Sheet)

Preparer information: *(name, address & phone number)*

Laura Thomas
208 E. Main St.
Manchester, IA 52057

Taxpayer information: *(name & complete address)*

Ronald & Janine Stellick
1013 Sherman St.
Manchester, IA 52057

Return Document to: *(name & complete address)*

Ronald & Janine Stellick
1013 Sherman St.
Manchester, IA 50257

Grantors:

Ronald Kenneth Stellick
Janine C. Stellick

Grantees:

Leon Wilgenbusch

Legal Description is located on page: 2

Document or instrument number of previously recorded documents:

Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Return To: Janine Stellick ,Manchester, Iowa, Ph. 563-927-3485

FENCE AGREEMENT

This agreement made this 13 day of NOV., 2008, by and between Ronald Kenneth Stellick and Janine C. Stellick, husband and wife, Parties of the First Part, and Leon Wilgenbusch, Party of the Second Part.

WHEREAS, the party of the first part wishes to build the fence on their North property line, said fence being on the property line of the party of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows:

Lots 7 & 8 & N½ Lot 9, Blk 2, Sunnyside Addition To Manchester, IA

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

Ronald K. Stellick
Ronald Kenneth Stellick

Janine C. Stellick
Janine C. Stellick

PARTIES OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 13 day of NOV, 2008, before me, a Notary Public in and for the State of Iowa, personally appeared Ronald Kenneth Stellick and Janine C. Stellick, husband and wife, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Lisa Baumgartner
COMMISSION NUMBER 10
My Commission Expires
10-19-09

Lisa Baumgartner
Notary Public in and for the State of Iowa

Leon Wilgenbusch
Leon Wilgenbusch
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 14th day of November, 2008, before me, a Notary Public in and for the State of Iowa, personally appeared Ronald Kenneth Stellick and Janine C. Stellick, husband and wife, and Leon Wilgenbusch, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Jane T. Rubner
Notary Public in and for the State of Iowa

Jane T. Rubner
COMMISSION NUMBER 197882
My Commission Expires
08-12-2010