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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Return To: Sean K. Dailey, 105 Keenan Court, Manchester, Iowa, Ph. 563-927-3576

FENCE AGREEMENT

This agreement made this 26 day of May, 2009, by and between **Sean K. Dailey and Judith A. Dailey**, Party of the First Part, and **Marcel J. Kielkucki and Sarah M. Kielkucki**, 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 north property line of the party of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows:

Lot Seven (7), except the North twenty eight (28) feet of the West eight and eighty five hundredths (8.85) feet thereof, and the North twenty (20) feet of Lot Eight (8) of FAH Sub-Division of Lot eleven (11) in Facorah Addition to Manchester, Iowa, according to plat recorded in Book 2 Plats, Page 84.

(a.k.a., 105 Keenan Court, Manchester, Iowa 52057)

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.

PARTY OF THE FIRST PART

Sean K Daily

Sean K. Dailey
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 26 day of May, 2009, before me, a Notary Public in and for the State of Iowa, personally appeared, Sean K. Dailey 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.

Michelle Lee Wright

Notary Public in and for the State of Iowa

MICHELLE LEE WRIGHT
177760
MY COMMISSION EXPIRES
1-21-10
NOTARIAL SEAL

Judith A. Dailey
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 26 day of May, 2009, before me, a Notary Public in and for the State of Iowa, personally appeared, Judith A. Dailey, 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.

MICHELLE LEE WRIGHT
COMMISSION NUMBER 177760
MY COMMISSION EXPIRES 1-27-10
IOWA NOTARIAL SEAL

Michelle Lee Wright
Notary Public in and for the State of Iowa

PARTY OF THE SECOND PART

Marcel J. Kielkucki
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 26 day of May, 2009, before me, a Notary Public in and for the State of Iowa, personally appeared Marcel J. Kielkucki, 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.

MICHELLE LEE WRIGHT
COMMISSION NUMBER 177760
MY COMMISSION EXPIRES 1-27-10
IOWA NOTARIAL SEAL

Michelle Lee Wright
Notary Public in and for the State of Iowa

Sarah M. Kielkucki
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 26 day of May, 2009, before me, a Notary Public in and for the State of Iowa, personally appeared Sarah M. Kielkucki, 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.

MICHELLE LEE WRIGHT
COMMISSION NUMBER 177760
MY COMMISSION EXPIRES 1-27-10
IOWA NOTARIAL SEAL

Michelle Lee Wright
Notary Public in and for the State of Iowa