Grv. Luke Ogden 171.20 1185 7th St. Manchester, IA 52057

Book 2009 Page 2122

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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: Luke J. Ogden & Tracey M. Ogden, 211 Quaker Mill Drive, Manchester, Iowa, Ph. 563-920-5148

FENCE AGREEMENT

This agreement made this 19th day of May, 2009, by and between the Luke J. Ogden & Tracey M. Ogden, Party of the First Part, and, Chad G. Wright and Connie L. Wright, 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:

Lot One (1) of Innovative Ag Services Addition A Division of Lot 2 of Swiss Valley Farms Subdivision of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) in section Twenty (20), Township Eighty-nine North (T89N), Range Five West (R5W) of the 5th PM., in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 2007, Page 3372, amended and superseded by plat recorded in Book 2007, Page 3991.

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 at the expense of both property owners.
2. That the respective property owners are responsible for maintenance of the property on their respective sides of the property line.
3. That either party shall hold the other 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

Luke J. Ogden
PARTY OF THE FIRST PART

Tracey M. Ogden
Tracey M. Ogden
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 19th day of May, 2009, before me, a Notary Public in and for the State of Iowa, personally appeared, Luke J. Ogden and Tracey M. Ogden, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA APRIL M. LANGEL Commission Number 735268 My Commission Expires 5-12-2012

April M. Langel
Notary Public in and for the State of Iowa

PARTY OF THE SECOND PART

Chad G. Wright
PARTY OF THE SECOND PART

Connie L. Wright
Connie L. Wright
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 19 day of May, 2009, before me, a Notary Public in and for the State of Iowa, personally appeared, Chad G. Wright and Connie L. Wright, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA LINDA LONEY-FANGMANN Commission Number 708684 My Comm. Exp. 2010

Linda L. Fangmann
Notary Public in and for the State of Iowa