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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: David S. Allen, 825 E Union Street, Manchester, Iowa, Ph. 563-927-4109

FENCE AGREEMENT

This agreement made this 24 day of JUNE, 2009, by and between **David S. Allen and Jane M. Allen**, Party of the First Part, and **Kenneth E. Larson,** 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:

The Northeast Quarter (NE ¼) of Lot Twenty One (21) of Iowa Land Company's Addition to Manchester, Iowa, according to plat recorded in Book 4, L.D., Pages 484-485
(a.k.a., 825 E Union Street, Manchester, Iowa 52057)

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

David S. Allen

David S. Allen
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 24 day of JUNE, 2009, before me, a Notary Public in and for the State of Iowa, personally appeared, David S. Allen 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.

JoAnn Heffernan

Notary Public in and for the State of Iowa

JOANN HEFFERNAN
Notarial Seal - Iowa
Commission # 221059
My Commission Expires 2-19-2011

Jane M. Allen

Jane M. Allen
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 24 day of June 2009, before me, a Notary Public in and for the State of Iowa, personally appeared, Jane M. Allen, 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.

JoAnn Heffernan
Notary Public in and for the State of Iowa

JOANN HEFFERNAN
Notarial Seal - Iowa
Commission # 221059
My Commission Expires 2-19-2011

PARTY OF THE SECOND PART

Kenneth E. Larson by Olivia R. Bell POA

Kenneth E. Larson
PARTY OF THE SECOND PART

State of Iowa)
Allamakee ~~ss~~:
County of ~~Delaware~~)

On this 30 day of June, 2009, before me, a Notary Public in and for the State of Iowa, personally appeared Olivia R. Bell (POA), to me personally known to be the person who executed the foregoing instrument in behalf of Kenneth E. Larson, and acknowledged that she executed the same as the voluntary act and deed of said Kenneth E. Larson.

Mary C. Byrnes
Notary Public in and for the State of Iowa

MARY C. BYRNES
Commission Number 123452
My Commission Expires
8-24-10