.38

Book 2009 Page 2985

Document 2009 2985 Type 06 014 Pages 2
Date 7/30/2009 Time 8:04:10AM
Rec Amt $14.00

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: Manchester Cemetery Company, Manchester, Iowa, Ph. 563-927-5314

FENCE AGREEMENT

This agreement made this 8th day of Oct, 2008, by and between the **Manchester Cemetery Company**, Party of the First Part, and, Angela M. & John P. Schmitz, 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 4B of the Subdivision of Lot 4 and Lot 5 of Auditor's Plat No. 5 – Tool's First Addition of the subdivision of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Twenty (20), and the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Twenty-one (21), Township Eighty-nine North (T89N), Range Five West (R5W) of the 5th PM., City of Manchester, Delaware County, Iowa, per Plat recorded in Book 2001 967.*

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

Gary W. Jackson

Manchester Cemetery Company
Gary W. Jackson, President
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 8th day of Oct., 2008, before me, a Notary Public in and for the State of Iowa, personally appeared, Gary W. Jackson, President of the Manchester Cemetery Company, 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.

NOTARIAL SEAL IOWA
MARIE BROGHAMMER
COMMISSION NUMBER 22[illegible]
MY COMMISSION EXPIRES
12-02-08

Marie Broghammer

Notary Public in and for the State of Iowa

PARTY OF THE SECOND PART

Angela M. Schmitz
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 6th day of June, 2008, before me, a Notary Public in and for the State of Iowa, personally appeared Angela M. Schmitz, 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.

MARIE BROGHAMMER
COMMISSION NUMBER 22[illegible]
MY COMMISSION EXP[illegible]
12-02-11

Notary Public in and for the State of Iowa

John P. Schmitz
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 6th day of June, 2008, before me, a Notary Public in and for the State of Iowa, personally appeared John P. Schmitz, 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.

MARIE BROGHAMMER
COMMISSION NUMBER 22[illegible]
MY COMMISSION EXP[illegible]
12-02-11

Notary Public in and for the State of Iowa