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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

ENV: (X) Prepared By: City of Manchester, Erin Rempe, City Clerk, 208 E. Main Street, Manchester, Iowa, Phone (563) 927-3636
(X) Return To: Jeff Boeckenstedt, 1612 North 4th Street, Manchester, Iowa, Phone (563) 608-4690

FENCE AGREEMENT

This agreement made this 9th day of April, 2010, by and between **Jeff Boeckenstedt**, Party of the First Part, and, **Jerzy Boczkowski**, Party of the Second Part.

2005-21

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:

SEE ATTACHED LEGAL DESCRIPTION (page 3)

AKA: 1612 North 4th Street

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, Chapter 169.05 "FENCE & WALLS" of the 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

Jeff Boeckenstedt
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 9th day of April, 2010, before me, a Notary Public in and for the State of Iowa, personally appeared, Jeff Boeckenstedt, 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.

Julie A. Schmitz
Notary Public in and for the State of Iowa

Printed Notary Name Julie A. Schmitz

JULIE A. SCHMITZ
Commission Number 224151
My Commission Expires
8-23-2011

PARTY OF THE SECOND PART

Jerzy Boczkowski
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 9th day of April, 2010, before me, a Notary Public in and for the State of Iowa, personally appeared Jerzy Boczkowski, 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.

Notary Public in and for the State of Iowa

Printed Notary Name Julie A. Schmitz

JULIE A. SCHMITZ
Commission Number 224151
My Commission Expires
8-23-2011

LEGAL DESCRIPTION

The North seventy four (74) feet of Lot Thirty Five (35), Nelson's Subdivision to Manchester, Iowa, according to plat recorded in Book 4 Plats, Pages 2-5.