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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Env. 0

Prepared By: City of Manchester, Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636
Return To: James S. Hemphill, 1041 N. Franklin St., Manchester, IA 52057, Ph. 563-556-2353

FENCE AGREEMENT

This agreement made this 25th day of June, 2010, by and between **James S. Hemphill**, Party of the First Part, and, **Caroline M. Padilla and James Padilla**, 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:

> That part of Orchard Lot of Henry Acers' Addition to Manchester, Iowa, according to the plat recorded in Book 1 Plats, Page 1, described as commencing at a point sixty (60.0) feet South of the Northwest corner of said Orchard Lot, and running thence South sixty (60.0) feet, thence East one hundred forty (140.0) feet, thence North sixty (60.0) feet, thence West one hundred forty (140.0) feet to the point of beginning.
>
> AKA: 1041 N. Franklin St.

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 169.05 "FENCES AND WALLS" of the Zoning Code of Ordinances of the City of Manchester, Iowa, requires an agreement in writing be established for the erection of a fence or wall on the property line.

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

James S. Hemphill
PARTY OF THE FIRST PART

MICHELLE L BURROWS
Commission Number 709899
My Commission Expires
5-14-13

State of Iowa)
) ss:
County of Delaware)

On this 29 day of June, 2010, before me, a Notary Public in and for the State of Iowa, personally appeared, James S. Hemphill, 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 L Burrows
Notary Public in and for the State of Iowa

Printed Notary Name Michelle L Burrows

PARTY OF THE SECOND PART

Caroline M. Padilla

Caroline M. Padilla
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 25 day of June, 2010, before me, a Notary Public in and for the State of Iowa, personally appeared, Caroline M. Padilla, 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.

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
8-26-11

Laura K. Thomas
Notary Public in and for the State of Iowa

Printed Notary Name Laura K. Thomas

PARTY OF THE SECOND PART

James Padilla

James Padilla
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 25 day of June, 2010, before me, a Notary Public in and for the State of Iowa, personally appeared, James Padilla, 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.

Laura K. Thomas
Notary Public in and for the State of Iowa

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
8-26-11

Printed Notary Name Laura K. Thomas