Book 2010 Page 3112

Document 2010 3112 Type 06 014 Pages 2
Date 10/12/2010 Time 1:29:55PM
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: Scott Bishop, 115 E Acers Street, Manchester, Iowa 52057 563.927.4778

FENCE AGREEMENT

This agreement made this 24th day of July, 2009, by and between **Marie A. Bishop**, Party of the First Part, and **Thomas G. & Denise R. Elledge**, 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:

Part of Orchard Lot, in Henry Acers Add to Manchester, described as follows: Commencing to a point 140 feet E from the NW corner of said Orchard Lot, running thence E 120 feet, South 315 feet, W 120 feet, N 315 feet to point of beginning

(115 East Acers Street, Manchester, Iowa 52057)

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 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

Marie A. Bishop

Marie A. Bishop
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 10th day of November 2009, before me, a Notary Public in and for the State of Iowa, personally appeared, Marie A. Bishop 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

PARTY OF THE SECOND PART

Thomas G. Elledge
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 24th day of July, 2009, before me, a Notary Public in and for the State of Iowa, personally appeared Thomas G. Elledge, 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
LAURA K. THOMAS
Commission Number 718135
My Commission Expires
8-26-11

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

Denise R. Elledge
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 26 day of July, 2009, before me, a Notary Public in and for the State of Iowa, personally appeared Denise R. Elledge, 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.

Kathryn L. Corkery
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
KATHRYN L. CORKERY
Commission Number 738377
My Comm. Exp. 1-4-2012