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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: Mitchell Helle, 440 S Tama Street, Manchester, Iowa, Ph. 563.920.9080

FENCE AGREEMENT

This agreement made this 2nd day of September, 2011, by and between, **Mitchell Jeffrey Helle and Jill Ashley Helle,** Party of the First Part, and **Keith P. Platten**, 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:

The North fifty (50.0) feet of the West one-half (W ½) of Lot Twenty Three (23) of A.R. Loomis Addition to Manchester, Iowa, according to plat recorded in Book 15 L.D., Page 410.
AKA: 440 S Tama Street

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 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

Mitchell Jeffrey Helle

State of Iowa)
) ss:
County of Delaware)

On this 2 day of Sept, 2011, before me, a Notary Public in and for the State of Iowa, personally appeared Mitchell Jeffrey Helle 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.

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

Printed Notary Name Kathryn L. Corkery

PARTY OF THE FIRST PART

Jill Ashley Helle

State of Iowa)
) ss:
County of Delaware)

On this 2 day of Sept., 2011, before me, a Notary Public in and for the State of Iowa, personally appeared Jill Ashley Helle 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.

Loretta J. Welcher
Notary Public in and for the State of Iowa

Printed Notary Name Loretta J. Welcher

PARTY OF THE SECOND PART

LORETTA J. WELCHER
Commission Number 726245
My Commission Expires
1-5-13

Keith P. Platten
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 2 day of Sept., 2011, before me, a Notary Public in and for the State of Iowa, personally appeared Keith P. Platten 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.

Loretta J. Welcher
Notary Public in and for the State of Iowa

Printed Notary Name Loretta J. Welcher

LORETTA J. WELCHER
Commission Number 726245
My Commission Expires
1-5-13