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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: Richard J. Wolfe, 490 W 34th Ct, Marion, Iowa 52302, Ph. 563-927-5312

FENCE AGREEMENT

This agreement made this 10 day of October 2013, by and between **Honey Creek Storage, LLC (%Richard J. Wolfe)**, Party of the First Part, and, **St. Mary's Cemetery of Manchester, Iowa, an Iowa Corporation**, 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 the parcel legally described as follows:

Lot Three (3), North Oak Subdivision of the Southeast Quarter of the Northeast Quarter (SE ¼ - NE ¼) and part of the Southwest Quarter of the Northeast Quarter (SW ¼ - NE ¼) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5) West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 1999, Page 126 (aka 1936 Honey Creek Road).

AND WHEREAS, the party of the second part agrees to said fence being on the South property line of the party of the second part, in Manchester, Delaware County, Iowa, on the parcel legally described as follows:
Lot 2 of North Oak Subdivision being a Subdivision of the SE ¼ of the NE ¼ and part of the SW ¼ of the NE ¼ of Section 20, Township 89 North, Range 5, West of the Fifth P.M., according to plate recorded in Book 1999, Page 126 of the records of the Delaware County Recorder.

AND WHEREAS, the said fence to be on the North property line of the party of the first part; and the 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.
5. Both parties warrant title to their property is sufficient authority for them to enter into this agreement agree the City is not responsible for any title issues that may arise.

PARTY OF THE FIRST PART

Richard J. Wolfe

Honey Creek Storage, LLC % Richard J. Wolfe
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 11th day of October, 2013, before me, a Notary Public in and for the State of Iowa, personally appeared, **Honey Creek Storage, LLC % Richard J. Wolfe**, 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
August 26, 2014

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

Printed Notary Name Laura K. Thomas

PARTY OF THE SECOND PART

Joseph M. Schneider for
St. Mary's Cemetery of Manchester, Iowa, an Iowa Corporation
PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

Joseph M. Schneider

On this 10 day of October, 2013, before me, a Notary Public in and for the State of Iowa, personally appeared, **St. Mary's Cemetery of Manchester, Iowa, an Iowa Corporation**, 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 their voluntary act and deed.

BARBARA TOPPING
Notarial Seal - Iowa
Commission # 148309
My Commission Expires 8-24-15

Barbara Topping
Notary Public in and for the State of Iowa

Printed Notary Name Barbara Topping