FENCE AGREEMENT

THIS AGREEMENT made this 25th day of April, 1990, by and between Tracy B. and Linda A. Bessey, husband and wife, Parties of the First Part, and Genevieve R. Sumner, Party of the Second Part.

WHEREAS, the party of the first part wishes to build the fence on their East and West Property Line, said fence being on the property of the party of the first part, in Manchester, Delaware County, Iowa on a parcel of property legally decribed as follows:

Lot Two Hundred Twenty Six (226), Manchester, Iowa, according to plat recorded in Book I, L.D., Pages 284-285.

AND WHEREAS, the said fence to be on the East property line of the party of the first part: West property line of the party of the Second Part;

AND WHEREAS, Section 12½ "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 party of the second part due to the fact that said fence in within 3 feet of the property line dividing the property of party of the second part from property of the first 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.

Tracy B. Bessey

Linda A. Bessey
PARTIES OF THE FIRST PART

Genevieve R. Sumner
Genevieve R. Sumner
PARTY OF THE SECOND PART

State of Iowa
County of Delaware

On this 25th day of April, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Tracy B. and Linda A. Bessey to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA
Audrey A. Hale

State of Iowa
County of Delaware

On this 25th day of April, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Genevieve R. Sumner to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA
Audrey A. Hale

FILE No. 10-2549
RECORDING FEE $ 5.00
TRANSFER FEE $

FILED FOR RECORD THE 1 DAY OF May, 19 90 AT 3:42 O'CLOCK P. M. BOOK 1 PAGE 261

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.