FENCE AGREEMENT

This agreement made this 3rd day of October, 1990, by and between Robert E. Galiher and Lola J. Galiher, husband and wife, Parties of the First Part, and Elsie Heiken, Party of the Second Part.

WHEREAS, the party of the first part wishes to build the fence on their East 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 described as follows:

The West Seventy Four (74) feet of North One Hundred Fifteen (115) feet of Lot One (1) Subdivision of Lots One Hundred Sixteen (116) and One Hundred Seventeen (117), Manchester, Iowa, and of Lots One (1) and Two (2), Iowa Land Company's Addition to Manchester, Iowa, together with easement for access to sewer as contained in deed recorded in Book 74 on Page 428.

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 12 1/2 "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 is 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.

Robert E. Galiher

Robert E. Galiher

Lola J. Galiher

Lola J. Galiher

PARTIES OF THE FIRST PART

Elsie Heiken

Elsie Heiken

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 3rd day of October, 1990, before me, a Notary Public in and for the State of Iowa, personally appeared Robeert E. Galiher, and Lola J. Galiher, to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Linda K. Tutton

Notary Public in and for the
State of Iowa Linda K. Tutton

State of Iowa)
) ss:
County of Delaware)

On this 3rd day of October, 1990, before me, a Notary Public in and for the State of Iowa, personally appeared Elsie Heiken, 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.

Linda K. Tutton

Notary Public in and for the
State of Iowa LInda K. Tutton

FILE No. 46-854
RECORDING FEE $ 5.00
TRANSFER FEE $

FILED FOR RECORD THE 4 DAY OF October, 19 90 AT 3:18 O'CLOCK P M. BOOK 2 PAGE 86

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