FENCE AGREEMENT

This Agreement made this 31st day of October, 1990, by and between George E. White and Virginia F. White, husband and wife, (First Party) and Ralph R. Neuhaus and Betty Jean Neuhaus, husband and wife, (Second Party).

WHEREAS, First Party wishes to build the fence on the South property line of property of the First Party, in Manchester, Delaware County, Iowa, legally described as follows:

THE NORTH ONE HALF OF THE EAST SEVENTY THREE AND THIRTY-FIVE ONE-HUNDREDTHS (73.35) FEET OF LOT THREE (3), IOWA LAND COMPANY'S ADDITION TO MANCHESTER, IOWA.

WHEREAS, the said fence is also to be on the North property line of property of the Second Party in Manchester, Delaware County, Iowa, legally described as follows:

THE SOUTH ONE HALF OF THE EAST SEVENTY THREE AND THIRTY-FIVE ONE-HUNDREDTHS (73.35) FEET OF LOT THREE (3), IOWA LAND COMPANY'S ADDITION TO MANCHESTER, IOWA.

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;

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 First Party.

2. That the respective property owners are responsible for maintenance of the property on their respective sides of the property line.

3. That the First Party shall hold the Second Party 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.

FILE No. 51-1029
RECORDING FEE $ 10.00
TRANSFER FEE $
FILED FOR RECORD THE 31 DAY OF October, 19 90 AT 9:38
O'CLOCK A. M. BOOK 2 PAGE 97
STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
By Misc., Deputy

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.

George E. White

Virginia F. White

FIRST PARTY

Ralph R. Neuhaus

Betty Jean Neuhaus

SECOND PARTY

STATE OF IOWA)
)ss:
COUNTY OF DELAWARE)

On this 31st day of October, 1990, before me, a Notary Public in and for the State of Iowa, personally appeared George E. White and Virginia F. White, husband and wife and Ralph R. Neuhaus and Betty Jean Neuhaus, husband and wife, to me personally known to be the identical persons name in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

STEPHANIE L. SWANSON
MY COMMISSION EXPIRES
1-2-92

Stephanie L. Swanson
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA