This agreement made this 27 day of April, 1991, by and between Doug Hawker and Diane Hawker, husband and wife, Parties of the first part, and Drusilla Johnson, Party of the second part.

WHEREAS, the party of the first part wishes to build the fence on their North 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 east-west line on the north side of the property commencing at a point 52 1/2 feet East of the Southwest Corner of Lot 15, Burrington's Addition to Manchester, Iowa, thence East on South line of Lot 15, 52 1/2 feet, thence North 105 feet, thence West 52 1/2 feet thence South 105 feet to point of beginning.

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 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.

Doug A. Hawker

Doug A. Hawker

Diane Hawker

Diane Hawker

PARTIES OF THE FIRST PART

Drusilla Johnson

Drusilla Johnson

PARTIES OF THE SECOND PART

State of Iowa )
) ss:
County of Delaware)

On this 27 day of April, 1991, before me, a Notary Public in and for the State of Iowa, personally appeared Doug A Hawker, Diane Hawker, and Drusilla Johnson, 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.

Yvonne Kramer (Yvonne Kramer)
Notary Public in and for the
State of Iowa

Yvonne Kramer
Notary Public in and for the
State of Iowa

FILE No. 90-2495
RECORDING FEE $ 5.00
TRANSFER FEE $

FILED FOR RECORD THE 30 DAY OF April, 19 91 AT 2:59 O'CLOCK P M. BOOK 2 PAGE 166

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