FENCE AGREEMENT

This agreement made this 21 day of March, 1992, by and between Christopher J. Kluesner and Bobbi Jo Kluesner, husband and wife, Parties of the First Part, and Mark Schiess and Marla Schiess, husband and wife, Parties 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:

That part of Orcharde Lot in Henry Acers' addition to Manchester, Iowa, according to plat recorded in Book 1, Plats, Page 1, described as commencing at a point nineteen (19) rods and three (3) feet south of the Norhtwest corner of said lot, and running thence east one hundred forty (140.0) feet, thence north sixty (60.0) feet, thence west one hundred forty (140.0) feet, thence south sixty (60.0) feet to the 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.

Christopher J. Kluesner
Christopher J. Kluesner

Mark Schiess
Mark Schiess

Bobbi Jo Kluesner
Bobbi Jo Kluesner

Marla Schiess
Marla Schiess

PARTIES OF THE FIRST PART

PARTIES OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 21 day of March, 1992, before me, a Notary Public in and for the State of Iowa, personally appeared Christopher J. Kluesner and Bobbi Jo Kluesner, 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 Iowa NOTARIAL SEAL

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

FILE No. 173-2710
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 25 DAY OF March, 19 92 AT 4:27 O'CLOCK P. M. BOOK 3 PAGE 31

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc.

State of Iowa)
) ss:
County of Delaware)

On this 21 day of March, 1992, before me, a Notary Public in and for the State of Iowa, personally appeared Mark Schiess and Marla Schiess, 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