FENCE AGREEMENT

This agreement made this 31st day of March, 1992, by and between Garry M. Dunn and Debra L. Dunn, husband and wife, Parties of the First Part, and Linda G. Schmitt, 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 West 60 feet of East two-thirds of Lot 3, except the North 76 feet thereof of Burrington Addition to Manchester, Delaware County, Iowa. According to Plat recorded in Book I, LD page 245 and excepting any instruments of record which might effect title to the above described part of lot wherein descriptions were made on the basis that said lot is 210 feet in its dimensions.

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.

Garry M. Dunn
Garry M. Dunn

Linda G. Schmitt
Linda G. Schmitt

Debra L. Dunn
Debra L. Dunn

PARTIES OF THE FIRST PART

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 31st day of March, 1992, before me, a Notary Public in and for the State of Iowa, personally appeared Garry M. Dunn, Debra L. Dunn, and Linda G. Schmitt, 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
Linda K. Tutton
Notary Public in and for the
State of Iowa

FILE No. 176-2795
RECORDING FEE $ 5.00
TRANSFER FEE $

FILED FOR RECORD THE 1 DAY OF April, 19 92 AT 11:37 O'CLOCK A. M. BOOK 3 PAGE 35

STATE OF IOWA, DELAWARE COUNTY
Jane A Lloyd, Recorder
MISC