FENCE AGREEMENT

This agreement made this 6th day of July, 1992, by and between Leo R. Kelnhofer and Karen K. Kelnhofer, husband and wife, Parties of the First Part, and the City of Manchester, Party of the Second part.

WHEREAS, the party of the first part wishes to build the fence on their west 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 South fifty five (55.0) feet of the East one hundred twenty four (124.0) feet of Lot Eighty Five (85), and the North nineteen (19.0) feet of the East one hundred twenty four (124.0) feet of Lot Eighty Six (86), Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1.

AND WHEREAS, the said fence to be on the west property line of the party of the first part; east 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 fence.

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.

Leo R. Kelnhofer

Leo R. Kelnhofer

Karen K. Kelnhofer

Karen K. Kelnhofer

CITY OF MANCHESTER

Milt L. Kramer

Milt L. Kramer, Mayor

Karen K. Cole

Karen K. Cole, City Clerk

David Gibbs

Chair, Park and Recreation Commission

Cynthia Chatfield

Cynthia Chatfield, Park and Recreation Director

PARTIES OF THE FIRST PART

PARTIES OF THE SECOND PART

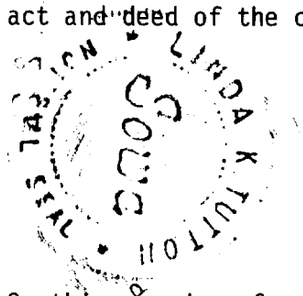
CITY OF MANCHESTER IOWA SEAL

FILE No. 207-291
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 8 DAY OF July, 19 92 AT 2:21 O'CLOCK p M. BOOK 3 PAGE 115

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

On this 7th day of July, 1992, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer, and Karen K. Cole, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council as contained in motion passed by the City Council of the City of Manchester, Iowa on the 6th day of July, 1992, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed. R-845-92



Linda K. Tutton
Linda K. Tutton, Notary Public
My commission expires 8-29-93

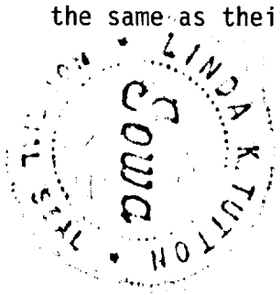
On this 8 day of July, 1992, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared David Gibbs, and Cynthia Chatfield, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson and Director, respectively, of City of Manchester, Iowa's Park and Recreation Commission, and that they 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
My commission expires 8-29-93

State of Iowa)
) ss:
County of Delaware)

On this 1 day of July, 1992, before me, a Notary Public in and for the State of Iowa, personally appeared Leo R. Kelnhofer and Karen K. Kelnhofer, husband and wife, 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