FENCE AGREEMENT

This agreement made this 20th day of July, 1992, by and between Julie A. Huether, Party 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:

That part of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty Nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., and of Lot Sixteen (16) of Railroad Addition to Manchester, Iowa, described as commencing at the Southwest corner of Lot Twenty Seven (27) of Burrington's addition to Manchester, Iowa, and running thence North along the West line of Lots Twenty Seven (27) and Twenty Eight (28) of said Burrington's Addition a distance of one hundred fifty (150.0) feet, thence West to the West line of Lot Sixteen (16) of said Railroad Addition, thence South along the West line of said Lot Sixteen (16) to a point directly West of point of beginning, thence East to the point of beginning, subject to use of the East thirty four (34.0) feet of said premises for driveway purposes.

AND WHEREAS, the said fence to be on the south property line of the party of the first part; north 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 a gate will be installed and maintained near the fire hydrant located on property owned by the party of the first part and that the City of Manchester shall have access to said hydrant at all times.
4. That said fence will not be placed over the Sanitary Sewer truck line which is located along the backwaters on the west edge of said property.
5. 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.
6. 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.

Julie Huether.
Julie A. Huether

CITY OF MANCHESTER

Milt L. Kramer
Milt L. Kramer, Mayor

Karen K. Cole
Karen K. Cole, City Clerk

J. David Gills
Chair, Park and Recreation Commission

Cynthia Chatfield
Cynthia Chatfield, Park and Recreation Director

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

FILE No. 213-556
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 6 DAY OF Aug, 19 92 AT 1:10 O'CLOCK P. M. BOOK 3 PAGE 142

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

On this 21 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 20th 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-851-92



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

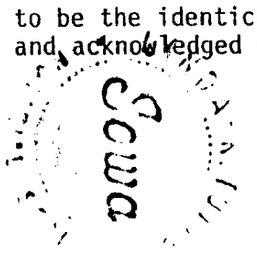
On this 5th day of August, 1992, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared J. David Gibbs, and Cynthia Chatfield, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson and Director, respectively, of City of Manchester, 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 20 day of July, 1992, before me, a Notary Public in and for the State of Iowa, personally appeared Julie A. Huether, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



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

LINDA K. TUTTON