FENCE AGREEMENT

This agreement made this 14 day of August, 1992, by and between Kenneth A. Cook and Alice Mae Cook, husband and wife, Parties of the First Part, and Janice Mozingo, Party of the Second part.

WHEREAS, the parties of the first part wish 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 seventy four (74.0) feet of the North one hundred twenty one (121.0) feet of the East one hundred twenty four (124.0) feet of Lot Eighty Three (83), Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1, subject to easement reserved to grantors, their heirs, successors and assigns, over the North ten (10.0) feet of the above described property for the purpose of maintenance, repair or replacement of the present water line located therein.

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.

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.

Kenneth A Cook
Kenneth A. Cook

Janice A. Mozingo
Janice Mozingo

Kenneth A Cook
Alice Mae Cook
Alice Mae Cook

Alice Mae Cook

PARTIES OF THE FIRST PART

PARTY OF THE SECOND PART

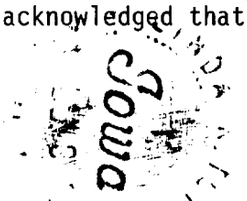
FILE No. 216-670
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 14 DAY OF August, 1992 AT 3:54 O'CLOCK P. M. BOOK 3 PAGE 148

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

State of Iowa)
) ss:
County of Delaware)

On this 14 day of August, 1992, before me, a Notary Public in and for the State of Iowa, personally appeared Janice Mozingo, 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

State of Iowa)
) ss:
County of Delaware)

On this 14 day of August, 1992, before me, a Notary Public in and for the State of Iowa, personally appeared Kenneth A. Cook and Alice Mae Cook, 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