FENCE AGREEMENT

This agreement made this 7th day of May, 1993, by and between Roger Worm and Sandi Worm, husband and wife, Parties of the First Part, and Mr. and Mrs. Jeff Larsen, Party of the Second Part.

WHEREAS, the party of the first part wishes to build the fence on their North, and East 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:

Lots 15 & 16, Block 1, except East 60ft of Lot 16, Toogood and Bethel's Sub., Manchester.

AND WHEREAS, the said fence to be on the East property line of the party of first part; West 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 lines.

3. That each party is held responsible for individuals only on their property, on their side of said fence, for 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.

Roger B. Worm
Roger B Worm

Sandi Worm
Sandi Worm
PARTIES OF THE FIRST PART

Jeffrey D Larsen
Jeffrey D Larsen

Dianne R Larsen
Dianne R Larsen
PARTIES OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 7th day of May, 1993 before me, a Notary Public in and for the Sate of Iowa, personally appeared Roger B. Worm and Sandi Worm, Jeffrey D. La & Dianne R. L 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.

LUANN MCQUILLEN
My Commission Expires
7-30-93

LuAnn McQuillen
Notary Public in and for the State of Iowa
LuAnn McQuillen

FILE No. 283-3316
RECORDING FEE $ 5.00
TRANSFER FEE $

FILED FOR RECORD THE 7 DAY OF May, 19 93 AT 3:32 O'CLOCK P. M. BOOK 4 PAGE 4

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.