F E N C E A G R E E M E N T

This agreement made this 18th day of May, 1993, by and between Lester G. Sauer, Party of the First Part, and Karen F. Baker, Party of the Second part.

WHEREAS, the party of the first part wish to build the fence on his 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:

Lot One (1) of Grayson's First Subdivision, a Subdivision of Lot Twelve (12) of Sun Rise Acres Addition, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 182.

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.

Lester G. Sauer
Lester G. Sauer

Karen Baker
Karen F. Baker

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 18 day of May, 1993, before me, a Notary Public in and for the State of Iowa, personally appeared Lester G. Sauer, and Karen F. Baker, 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

FILE No. 285-3404
RECORDING FEE $ 5.00
TRANSFER FEE $

FILED FOR RECORD THE 18 DAY OF May, 1993 AT 9:40
O'CLOCK A. M. BOOK 4 PAGE 12

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