FENCE AGREEMENT

This agreement made this 5th day of August, 1993, by and between Allyn F. Carrothers, Party of the First Part, and George B. Keller, Party of the Second Part.

WHEREAS, the Party of the First Part wishes to build a fence on the property line of Allyn F. Carrothers and George B. Keller, 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 Lot Three Hundred Nine (309), Manchester, Iowa, described as commencing at a point ninety one and one half (91 1/2) feet West of the Northeast corner of said Lot Three Hundred Nine (309), which point is the Northwest corner of Lot One (1) of Subdivision of Lot Three Hundred Nine (309) according to plat recorded in Plat Book 2, Page 79, of the records in the office of the Recorder of Delaware County, Iowa, and running thence West one hundred twenty one and eight-tenths (121.8) feet, thence South one hundred (100) feet, thence East to a point on the West line of said Lot one (1) of Subdivision of Lot Three Hundred Nine (309), thence Northeasterly along the Westerly line of said Lot One (1) of Subdivision of Lot Three Hundred Nine (309) to point of beginning; together with an easement for the purpose of installing and maintaining a sewer line to Howard Street under and across that part of said Lot 309 lying South of the above described premises and West of Lots 1 and 3 of said Lot 309 as shown on the above referred to plat.

AND WHEREAS, the said fence to be on the Carrothers property line of the Party of the First Part; Keller 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 the Party of the Second Part due to the fact that said fence is within 3 feet of the property line dividing the property of the Party of the Second Part from property of the Party of the First Part.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and

FILE No. 306-441
RECORDING FEE $ 11.00
TRANSFER FEE $

FILED FOR RECORD THE 5 DAY OF August, 19 93 AT 9:29 O'CLOCK A M. BOOK 4 PAGE 69

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

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.

Allyn Carrothers
Allyn F. Carrothers, Party of the First Part

George B Keller
George B. Keller, Party of the Second Part

State of Iowa
ss:
County of Delaware

On this 5 day of August, 1993, before me, a Notary Public in and for the State of Iowa, personally appeared Allyn F. Carrothers and George B. Keller, 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.

Notary Public in and for the State of Iowa