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

This agreement made this 19th day of August, 1993, by and between Richard L. Dichtelmiller and Celia J. Dichtelmiller, husband and wife, Parties of the First Part, and Jeffrey J. Bente and Julie A. Bente, Parties of the Second part.

WHEREAS, the party of the first part wish to build the fence on their east and north property lines, 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:

South 65 feet of Lot 227, Original Plat, City of Manchester, Section 30, Township 89, North, Range 5 West, City of Manchester, Delaware County, Iowa

AND WHEREAS, the said fence to be on the east property line of the party of the 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 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.

Richard L. Dichtelmiller

Celia J. Dichtelmiller

Jeffrey J. Bente

Julie A. Bente

PARTIES OF THE FIRST PART

PARTIES OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 19 day of August, 1993, before me, a Notary Public in and for the State of Iowa, personally appeared Richard L. & Celia J. Dichtelmiller and Jeffrey J. and Julie A. Bente, 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.

Doris Tucker
Notary Public in and for the
State of Iowa
DORIS TUCKER

FILE No. 310-586
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 20 DAY OF August, 1993 AT 1:49 O'CLOCK P M. BOOK 4 PAGE 73

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