FENCE AGREEMENT

This Agreement, made this 12th day of August, 1993, by and between James R. Hauschild and Kathy M. Hauschild, husband and wife, parties of the first part, and Mark J. Thole and Patricia A. Thole, husband and wife, parties of the second part.

WHEREAS, the party of the first part wishes to build a fence on their north, west and south property lines, said fence being on the property line of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows:

The South ninety (90.0) feet of the North five hundred twenty seven and twenty five one-hundredths (527.25) feet of Lot Eight (8) of the Subdivision of the Southwest Quarter (SW 1/4) and the South one-half (S 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat recorded in Book A Plats, Page 4, except the East seven and five-tenths (7.5) feet thereof.

AND WHEREAS, the said fence to be on the west property line of the party of the first part; and the 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 three 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 and 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.

James R. Hauschild

Kathy M. Hauschild

PARTIES OF THE FIRST PART

Mark J. Thole

Patricia E. Thole

PARTIES OF THE SECOND PART

STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 12th day of August, 1993, before me, a Notary Public, in and for the State of Iowa, personally appeared

FILE No. 313-707
RECORDING FEE $ 11.00
TRANSFER FEE $
FILED FOR RECORD THE 1 DAY OF September, 1993 AT 12:41 O'CLOCK P M. BOOK 4 PAGE 83
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

James R. Hauschild and Kathy M. Hauschild, to witness 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, State of Iowa

LOUISE LOEFFELHOLZ

STATE OF IOWA)
)ss:
DELAWARE COUNTY)

On this 12th day of August, 1993, before me, a Notary Public, in and for the State of Iowa, personally appeared Mark J. Thole and Patricia E. Thole, to witness 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, State of Iowa

LOUISE LOEFFELHOLZ