FENCE AGREEMENT

This agreement made this 18th day of August, 1993, by and between Donald J. Timmer and Delores Kay Timmer, husband and wife, Parties of the First Part, and Daniel and Allen Brunsmann, parties of the Second part.

WHEREAS, the parties of the first part wish to build the fence on their east property lines, said fence being on the property of the parties of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows:

W 103.5' E of ry N 1/2 Lot 8 Sub
E 3/4 S 1/2 as desc.
B 93 P 261 & as desc. 32-89-5
B 99 P 244

AND WHEREAS, the said fence to be on the east property line of the parties of the first part; west property line of the parties 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 parties of the second part due to the fact that said fence is within 3 feet of the property line dividing the property of parties 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.

Donald J. Timmer

Donald J. Timmer

Delores Kay Timmer

Delores Kay Timmer

PARTIES OF THE FIRST PART

Daniel Brunsmann

Daniel Brunsmann

Allen Brunsmann

Allen Brunsmann

PARTIES OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 18th day of August, 1993, before me, a Notary Public in and for the State of Iowa, personally appeared Donald J. Timmer and Delores Kay Timmer, 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

State of Iowa)
) ss:
County of Delaware)

On this 13 day of ~~August~~ October, 1993, before me, a Notary Public in and for the State of Iowa, personally appeared Daniel Brunsmann and Allen Brunsmann, 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.

JANE M. PHILIPPSON
MY COMMISSION EXPIRES
12-16-95

Jane M. Philippson
Notary Public in and for the
State of Iowa

FILE No. 331-1396
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 3 DAY OF November, 1993 AT 2:23 O'CLOCK P M. BOOK 4 PAGE 127

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