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

This agreement made this 7th day of July, 1994, by and between Jeffrey J. McGrane and Ann L. McGrane, husband and wife, Parties of the First Part, and Brian A. Necas, Party of the Second part.

WHEREAS, the party of the first part wishes to build the fence on their north 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 Twelve (12) of Block Five (5) of Shelden and Harris Addition to the City of Manchester, Iowa, same being a part of the South One-half (S 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty-nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian.

AND WHEREAS, the said fence to be on the north property line of the party of the first part; south 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.

Jeffrey J. McGrane

Ann L. McGrane

PARTIES OF THE FIRST PART

Brian A. Necas

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 7th day of July, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffrey J. McGrane and Ann L. McGrane, husband and wife, and Brian A. Necas, 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.

IOWA NOTARIAL SEAL

Linda K. Tutton, Notary Public in and for the State of Iowa

FILE No. 50-94
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 7 DAY OF July, 1994 AT 3:12 O'CLOCK A M. BOOK 5 PAGE 24

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