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

This agreement made this 28th day of July, 1994, by and between Robert G. Heims, Party of the First Part, and Russell D. and Carla K. Cole, husband and wife, Parties of the Second part.

WHEREAS, the party of the first part wishes to build the fence on his east 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 Four (4) of Grayson's First Subdivision, a Subdivision of Lot Twelve (12) of Sun Rise Acres Addition, City of Manchester, Delaware County, Iowa, according to plat recorded in Book 3 Plats, Page 182.

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.

Robert G. Heims
Robert G. Heims

Russell D. Cole
Russel D. Cole

Carla K Cole
Carla K. Cole

PARTY OF THE FIRST PART

PARTIES OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 28th day of July, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert G. Heims, and Russel D. and Carla K. Cole, husband and wife, 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 Notarial Seal Iowa

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

FILE No. 55-294	FILED FOR RECORD THE 28 DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 6.00	July , 19 94 AT 3:03	Deborah L. Peyton , Recorder
TRANSFER FEE $	O'CLOCK P M. BOOK 5 PAGE 35	Misc.