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

This agreement made this 22 day of August, 1994, by and between Kathy L. Corkery, a single person, Party of the First Part, and Richard A. Nachtman and Mary C. Nachtman, husband and wife, Parties of the Second part.

WHEREAS, the party of the first part wishes to build the fence on her 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:

The South forty nine (49) feet of the West one half (W 1/2) of Lot Twenty Three (23), A. R. Loomis Addition to Manchester, Iowa, according to plat recorded in Book 15 L.D., Page 410.

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.

Kathy L. Corkery

Kathy L. Corkery

Richard A. Nachtman

Richard A. Nachtman

Mary C. Nachtman

Mary C. Nachtman

PARTY OF THE FIRST PART

PARTIES OF THE SECOND PART

State of Iowa )
) ss:
County of Delaware)

On this 2nd day of August, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kathy L. Corkery, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Linda K. Tutton

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

State of Iowa )
) ss:
County of Delaware)

On this 22 day of August, 1994, before me, the undersigned, ~~a Notary Public~~ in and for the State of Iowa, personally appeared Richard A. Nachtman and Mary C. Nachtman, 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.

R.W. NIEMAN, Clerk District Court

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| FILE No. 62-568 | FILED FOR RECORD THE 24 DAY OF | STATE OF IOWA, DELAWARE COUNTY |
| RECORDING FEE $ 6.00 | Aug, 1994 AT 10:34 | Deborah L. Peyton, Recorder |
| TRANSFER FEE $ | O'CLOCK A.M. BOOK 5 PAGE 40 | Misc. |