FENCE AGREEMENT

This agreement made this 6th day of October, 1994, by and between James B. Harbach, Party of the First Part, and Joseph A. O'Connell and Beckyjo O'Connell, husband and wife, Parties of the Second part.

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

That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township Eighty-nine (89) North, Range Five (5) West of the Fifth P.M., described as commencing at a point three hundred (300.00) feet West of the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and running thence South one hundred eighty-five (185.0) feet, thence West one hundred eighty (180.0) feet, thence North one hundred eighty-five (185.0) feet, thence East one hundred eighty (180.0) feet to the point of beginning.

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

James B. Harbach

Joseph A. O'Connell

Beckyjo O'Connell

PARTY OF THE FIRST PART

PARTIES OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 6th day of October, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James B. Harbach, Joseph A. O'Connell, and Beckyjo O'Connell, 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.

Jill Goos, Notary Public in and for the State of Iowa

JILL GOOS
MY COMMISSION EXPIRES
2-8-96

FILE No. 76-1062
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 17 DAY OF October, 1994 AT 2:05 O'CLOCK P M. BOOK 5 PAGE 56

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