FENCE AGREEMENT

This agreement made this 16th day of May, 1995, by and between Verl V. & Etta Mae Wilson, husband and wife, Parties of the First Part, and the City of Manchester, party of the Second part.

WHEREAS, the parties of the first part wish to build the fence on their north, west, and 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:

Lot 191 and the E 14 feet of Lot 192 in the original plat of the City of Manchester, Iowa. The W 1 foot of Lot 190 of the City of Manchester, Iowa, according to the recorded plat thereof.

AND WHEREAS, the said fence to be on the north, west, and east property lines of the parties of the first part; north, east, and west property lines 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 parties 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 parties of the first part shall hold the parties 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.

Verl V. Wilson

Etta Mae Wilson

PARTIES OF THE FIRST PART

CITY OF MANCHESTER

Milt L. Kramer, Mayor

Karen K. Cole, City Clerk

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 16th day of May, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Verl V. and Etta Mae Wilson, 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, Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 16th day of May, 1995, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution R-136 - 95 passed by the City Council of the City of Manchester, Iowa, on the 15th day of May, 1995, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Linda K. Tutton, Notary Public
My commission expires 8-29-96

FILE No. 127-3042
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 16 DAY OF May, 19 95 AT 1:13 O'CLOCK P M. BOOK 5 PAGE 142

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