FENCE AGREEMENT

This agreement made this 28 day of July, 1995, by and between John D. Smith and Linda L. Smith, husband and wife, Parties of the First Part, and James and Karen Soppe, husband and wife, and Dan and Holly Cole, husband and wife, parties of the Second part.

WHEREAS, the parties of the first part wish to build the fence on their south property line, 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:

The South seventy-nine (79.0) feet of Lot Fourteen (14) of the Subdivision of Lot Nine (9) of the Subdivision of the North one-half (N 1/2) of the Southeast Quarter (SE 1/4) and the South one-half (S 1/2) of the Northeast Quarter (NE 1/4) of Section Twenty-nine (29), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M.

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

John D. Smith

John D. Smith

Linda L. Smith

Linda L. Smith

James Soppe

James Soppe

Karen Soppe

Karen Soppe

Dan Cole

Dan Cole

Holly Cole

Holly Cole

PARTIES OF THE FIRST PART

PARTIES OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 28 day of July, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John D. and Linda L. Smith, husband and wife, and James and Karen Soppe, husband and wife, and Dan and Holly 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.

Betty Atkinson

Betty Atkinson

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

OFFICIAL SEAL

FILE No. 146-421
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 1 DAY OF August, 19 95 AT 3:46 O'CLOCK P M. BOOK 5 PAGE 196

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

146-421
DELAWARE COUNTY IOWA
FILED

'95 AUG 1 PM 3 46

BOOK 5 PAGE 196
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$6.00

John D. Smith & Wife

To

James Soppe, Etal

Northeast Iowa Mechanical
909 N. Franklin St.
Manchester, IA 52057