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RECORDER

ASA-840

DELAWARE COUNTY IOWA
FILED

Prepared by Susan M. Morris 109 Ungs Ct. Manchester, IA 319-927-5447

FENCE AGREEMENT

This agreement made this 23 day of May, 1996, by and between Robert W. Morris Jr. and Susan M. Morris, husband and wife, Parties of the First Part, and Lyle Francis Kluesner, and Gloria Ann Kluesner, Parties of the Second Part.

WHEREAS, the party of the first part wishes to build the fence on their South and West property line, said fence being on the property of the party of the first part, in Manchester, Delaware Count, Iowa, on a parcel of property legally described as follows:

Lots Three (3), Four (4), Five (5) and Six (6) except commencing at the Southeast corner of Lot Five (5) and Six (6) and running thence North one hundred forty eight (148) feet, thence West one hundred thirty two (132) feet, thence South one hundred forty eight (148) feet, thence East one hundred thirty two (132) feet to the point of beginning, being in Ung's Subdivision of Lot One (1), according to plat recorded in Book 2 Plats, Page 123; same being a part of the Subdivision of Lot One (1) of the Subdivision of the Southwest quarter (SW1/4) and the South one fourth (S1/4) of the Northwest quarter (NW1/4) of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth Principal Meridian.

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

3. That the party of the first part shall hold the party of the second part and their agents harmless from 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.

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Robert W. Morris Jr.

Susan M. Morris
Parties of the First Part

Lyle Francis Kluesner

Gloria Ann Kluesner
Parties of the Second Part

State of Iowa)
County of Delaware) ss:

Notary Public for Parties of the First Part

On this 23 day of May, 1996, before me, a Notary Public in and for the State of Iowa, personally appeared Robert W. Morris Jr. & Susan M. Morris, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she/he executed the same as her/his voluntary act and deed.

Carolyn A. Wilson
Carolyn A. Wilson
Notary Public in and for the
State of Iowa 12-18-96

Notary Public for Parties of the Second Part

State of Iowa
County of Delaware) ss:

On the 31st day of May, 1996, before me, a Notary Public in and for the State of Iowa, personally appeared Lyle Francis Kluesner & Gloria Ann Kluesner, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she/he executed the same as her/his voluntary act and deed.

Vonda Billhorn
Vonda Billhorn
Notary Public in and for the
State of Iowa
My Commission Expires 9/22/98