Barry Smith
818 Lows Road S.E.
Cedar Rapids, IA
52401

8-870
'97 SEP 18 PM 2 05
11.00

Prepared by Linda K. Tutton, City of Manchester, 208 E. Main St., Manchester, IA

FENCE AGREEMENT

This agreement made this 17th day of September, 1997, by and between **Barry B. Smith**, Parties of the First Part, and **Margie Ann Recker, First State Bank**, Party of the Second Part.

WHEREAS, the part of the first part wishes to build the fence on their **west** 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:

PARCEL F part of the SW 1/4 of the SW 1/4 of the SE 1/4 section 28, T89N, R5W of the Fifth Principal Meridan, City of Manchester, Delaware County, Iowa

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 the party of the second part due to the fact that said fence is within 3 feet of the property line dividing the property of the second part from the 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 any and all liability, claims, or suits for damages with respect to any claim, 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 shall run with the land so long as the said fence remains in place.

Barry B. Smith — Margie Ann Recker — First State Bank by David Dudley

PARTIES OF THE FIRST PART — PARTIES OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 17th day of Sept., 1997, before me, a Notary Public in and for the State of Iowa, personally appeared Barry B. Smith & Margie A. Recker to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed.

Linda K. Tutton

Notary Public in and for the State of Iowa

LINDA K. TUTTON Iowa

DATE 9-18-97 BOOK 7 PAGE 111

STATE OF IOWA, County of Delaware, ss.

On this 18 day of September, A.D. 1992, before me, Christine L. Tegeler a Notary Public in and for the County of Delaware, State of Iowa, personally appeared David R Dudley, Exec V.P. President, and ____, Secretary or Cashier, of ____, the Corporation which executed the above and foregoing instrument, who being by me duly sworn, each for himself, did say that they are respectively the Ex. Vice President and ____ of said Corporation; that (the seal affixed to said instrument is the seal of said Corporation)—(no seal has been procured by the said Corporation) and that said instrument was by them signed and sealed on behalf of the said Corporation by authority of its board of directors, and each of them acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and each of them voluntarily executed.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

NOTARIAL SEAL

CHRISTINE L. TEGELER NOTARIAL SEAL Iowa 3.6.98

Christine L Tegeler

CHRISTINE L. TEGELER

Notary Public in and for Delaware County, State of Iowa.