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Prepared by Julie Swanson, 208 E. Main Street, Manchester, Iowa, Ph. 319 927-3636

FENCE AGREEMENT

This agreement made this 12th day of August, 1999, by and between Marie Bishop Blumhagen, Parties of the First Part, and Donald L. & Shirley A. Monaghan, husband and wife, Party of the Second Part.

WHEREAS, the party of the first part wishes to build the fence on their East 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:

> Part of Orchard Lot, in Henry Acers' Addition to Manchester, described as commencing to a point one hundred forty (140.0) feet East from the Northwest corner of said Orchard Lot, running thence East one hundred twenty (120.0) feet, South three hundred fifteen (315.0) feet, West one hundred twenty (120.0) feet, North three hundred fifteen (315.0) feet to point of beginning.

AND WHEREAS, the said fence to be on the South property line of the party of the first part; and North property line of the party of the second part:

AND WHEREAS, Section 12 ½ "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 said fence is within 3 feet of the property 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 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.

Marie Bishop Blumhagen
Marie Bishop Blumhagen

Donald L. Monaghan
Donald L. Monaghan
Shirley A. Monaghan
Shirley A. Monaghan

. PARTIES OF THE FIRST PART

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 12th day of Aug, 1999, before me, a Notary Public in and for the State of Iowa, personally appeared Marie Bishop Blumhagen, and Donald L. and Shirley A. Monagahn, 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.

Cynthia Summers 8/12/00
Notary Public in and for the State of Iowa

State of Iowa)
) ss:
County of Delaware)