Bob Hildebrand
405 E. Main
Manchester IA
52057

DELAWARE COUNTY IOWA
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DEBORAH L. HAYDON
DELAWARE CO. RECORDER
6.00

Prepared by Laura Thomas, 208 E. Main Street, Manchester, Iowa, Ph. 563-927-3636

FENCE AGREEMENT

This agreement made this 20th day of September, 2001, by and between Robert and Wilma Hildebrand, Party of the First Part, and Judith F. Meyers, Party of the Second Part.

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

Lot 181, City of Manchester

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 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 the party of the first part due to the fact said fence is within 3 feet of the property of the party of the second 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.

Robert Hildebrand
Robert Hildebrand

Wilma Hildebrand
Wilma Hildebrand

PARTIES OF THE FIRST PART

F-M Bank Conservator for
Judith Meyers
by: Lisa Baumgartner
Judith F. Meyers
Farmers & Merchants Savings Bank of Manchester, Iowa, Conservator

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 20th day of September 2001, before me, a Notary Public in and for the State of Iowa, personally appeared Robert Hildebrand and Wilma Hildebrand, husband and wife, and Lisa Baumgartner, Farmers & Merchants Savings Bank of Manchester, Iowa, Conservator for Judith F. Meyers, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Marlys Rees
Notary Public in and for the
State of Iowa

NOTARIAL SEAL
Marlys Rees
COMMISSION NUMBER 191318
My Commission Expires
7-24-03