CAROLYN HIGGINSON
1003 NEW STREET
MANCHESTER, IA. 52057

DELAWARE COUNTY IOWA
FILED
2003 JN 20 AM 11:20
BOOK 303 PAGE 943
DEBORAH L. PEYTON
DELAWARE CO RECORDER
11-8

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

FENCE AGREEMENT

This agreement made this 20th day of June, 2003, by and between John E. Higginson and Carolyn M. Higginson, husband and wife, Parties of the First Part, and Todd C. Lawson and Latrisha K. Lawson, Parties of the Second Part.

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

Lots Thirty-three (33) and Thirty-four(34), Block Four (4), Sunndyside Addition to Manchester, Iowa

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

AND WHEREAS, Section 12 V "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.

John E. Higginson

John E. Higginson

Carolyn M. Higginson

Carolyn M. Higginson

PARTIES OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 20th day of June, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared John E. Higginson and Carolyn M. Higginson, 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.

Notary Public in and for the State of Iowa

BARBARA A. HACKBARTH
Commission Number 179481
My Comm. Exp. 5-23-2004

Todd C. Lawson

Latrisha K. Lawson

PARTIES OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 20th day of June, 2003, before me, a Notary Public in and for the State of Iowa, personally appeared Todd C. Lawson and Latrisha K. Lawson 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.

Notary Public in and for the State of Iowa

BARBARA A. HACKBARTH
Commission Number 179481
My Comm. Exp. 5-23-2004