FENCE AGREEMENT

This agreement made this 1st day of April, 1992, by and between the City of Manchester, Party of the First Part, and Harley H. Lewin and Ruth A. Lewin, husband and wife, Parties 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 of the party of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows:

The West one hundred forty (140) feet of the South one hundred twenty-nine (129) feet of Lot Eighty-five (85) and the West one hundred forty (140) feet of Lot Eighty-six (86) of Henry Acers' Addition to Manchester, Iowa, according to plat recorded in Book 1 Plats, Page 1.

The West 140 feet of the South 11 feet of Lot 83, the West 140 feet of Lot 84, the West 140 feet of the North 3 feet of Lot 85, all in Henry Acers' Addition to Manchester, Delaware County, Iowa.

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 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.

Milt L. Kramer
Milt L. Kramer, Mayor

Karen K. Cole
Karen K. Cole, City Clerk

PARTIES OF THE FIRST PART

Harley H. Lewin
Harley H. Lewin

Ruth A. Lewin
Ruth A. Lewin

PARTIES OF THE SECOND PART

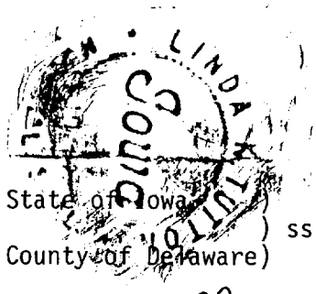
CITY MANCHESTER IOWA SEAL

FILE No. 178-2895
RECORDING FEE $ 10.00
TRANSFER FEE $

FILED FOR RECORD THE 8 DAY OF April, 1992 AT 4:43 O'CLOCK M. BOOK 3 PAGE 38

STATE OF IOWA, DELAWARE COUNTY
Jane A. Lloyd, Recorder
Misc.

On this 3rd day of April, 1992, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Milt L. Kramer and Karen K. Cole, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of City of Manchester, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council as contained in motion passed by the City Council of the City of Manchester, Iowa on the 1st day of April, 1992, and that Milt L. Kramer and Karen K. Cole acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by its voluntarily executed.



Linda K. Tutton
Linda K. Tutton, Notary Public
My commission expires 8-29-93

State of Iowa)
) ss:
County of Delaware)

On this 22 day of MARCH, 199_, before me, a Notary Public in and for the State of Iowa, personally appeared Ruth Lewis, and Hadley Lewis, 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