This agreement made this 18th day of August, 1993, by and between Winnie Mae Vernon (Parties of the First Part), and KENT BERGSTRAND (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 part of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows:

That part of Lot 7 of the subdivision of the N 1/2 of the SW quarter of Section 20, Twp. 89 N, Range 5 W of the 5th P.M. according to plat recorded in Book A Plat, page 19, described as commencing at the SE corner of said Lot 7 and running thence N 67.0 feet, thence W 133.0 feet, thence S 67.0 feet, thence 133.0 feet to point of beginning.

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 Ordiances 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.

Winnie Mae Vernon _____

WINNIE MAE VERNON
PARTIES OF THE FIRST PART

_____
PARTIES OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 18th day of August, 1993, before me, a Notary Public in and for the State of Iowa, personally appeared Winnie Mae Vernon and _____, 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.

ELAINE GAIL OBERREUTER IOWA NOTARIAL SEAL

Elaine Gail Oberreuter
Notary Public in and for the State of Iowa
Elaine Gail Oberreuter

_____

_____
PARTIES OF THE FIRST PART

Kent Bergstrand

KENT BERGSTRAND
PARTIES OF THE SECOND PART

State of ~~Iowa~~ Texas)
) ss:
County of ~~Delaware~~)

On this 23RD day of AUGUST, 1993, before me, a Notary Public in and for the State of Iowa, personally appeared KENT BERGSTRAND and _____, 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 STATE OF TEXAS

Suzanne Brown
Notary Public in and for the State of ~~Iowa~~ Texas
Tarrant County
Expires 10-28-93
SUZANNE BROWN

FILE No. 313-694
RECORDING FEE $ 6.00
TRANSFER FEE $ _____

FILED FOR RECORD THE 30 DAY OF August, 1993 AT 4:08 O'CLOCK P M. BOOK 4 PAGE 79

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.