This agreement made this 21st day of August, 1993, by and between Winnie Mae Vernon (Parties of the First Part), and Lawrence L. Lewin and Rita Mae Lewin (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 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, Two. 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 north property line of the party of the first part; south 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

Rita Mae Lewin
RITA MAE LEWIN

Lawrence L. Lewin
LAWRENCE L. LEWIN
PARTIES OF THE SECOND PART

State of Iowa )
) ss:
County of Delaware)

On this 21st day of August, 1993, before me, a Notary Public in and for the State of Iowa, personally appeared Winnie Mae Vernon, and Lawrence and Rita Mae Lewin 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.

CHRISTINE L. TEGELER NOTARIAL SEAL Iowa

Christine L Tegeler
Notary Public in and for the State of Iowa
CHRISTINE L. TEGELER

FILE No. 313-695
RECORDING FEE $ 6.00
TRANSFER FEE $

FILED FOR RECORD THE 30 DAY OF August, 19 93 AT 4:09 O'CLOCK P M. BOOK 4 PAGE 80

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