F E N C E A G R E E M E N T

This agreement made this 15th day of October, 1993, by and between Linda Holz, Party of the First Part, and Hutchison, Incorporated, Party of the Second part.

WHEREAS, the party of the first part wishes to build the fence on her north 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:

N 60' S 247' E 99' Lt 12, & n 60'
S 247' W 21' Lt 11, Sub Lt 1 Sub
SW & S 1/2 NW 28-89-5

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 Ordinances of the City of Manchester, Iowa, requires that parties enter into an agreement regarding the erection of said fence on the property of parties of the second part due to the fact that said fence is within 3 feet of the property line dividing the property of parties 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 fence.

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.

Linda Holz
Linda Holz
PARTY OF THE FIRST PART

Hutchison, Incorporated
George G. Hutchison III
PARTY OF THE SECOND PART

HUTCHISON, INCORPORATED CORPORATE SEAL IOWA

State of Iowa)
) ss:
County of Delaware)

On this 15th day of October, 1993, before me, a Notary Public in and for the State of Iowa, personally appeared Linda Holz, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Linda K. Tutton
Notary Public in and for the
State of Iowa
LINDA K. TUTTON

STATE OF IOWA, DELAWARE COUNTY, ss:

On this 22 day of OCTOBER, A.D. 19 93, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared GEORGE G. HUTCHISON III and _____, to me personally known, who, being by me duly sworn, did say that they are the PRESIDENT and _____, respectively, of said corporation executing the within and foregoing instrument **to which this is attached,** that ~~(no seal has been procured by said corporation)~~ that said instrument was signed **(and sealed)** on behalf of (the seal affixed thereto is the seal of said) said corporation by authority of its Board of Directors; and that the said GEORGE G. HUTCHISON III and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Caron S. Wall
CARON S. WALL Notary Public in and for said County and State.

IOWA NOTARIAL SEAL

FILE No. 327-1222
RECORDING FEE $ 6.00
TRANSFER FEE $ _____

FILED FOR RECORD THE 22 DAY OF October, 19 93 AT 1:28 O'CLOCK P M. BOOK 4 PAGE 111

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