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

This agreement made this 17 day of Oct, 1994, by and between George Hutchison, Party of the First Part, and Richard L. Simon and Shirley I. Simon, husband and wife, Parties of the Second part.

WHEREAS, the party of the first part wishes to build the fence on his south 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:

> That part of Lot One (1) and of contemplated extension of Butler Street, Subdivision of Lot One (1) in Subdivision of South East quarter of South West quarter of Section Twenty Eight (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., according to plat thereof recorded in Plat Book A, Page 23, described as commencing at the Northeast corner of Lot Two (2) of said Subdivision and running thence West along the North line to the Northwest corner of said Lot Two (2), thence South to the North line of Lot Ten (10), thence West along the North lines of Lots Ten (10), Eleven (11), and Twelve (12), to the East line of public street running North and South, said Lots and street being in aforesaid Subdivision running thence North along East line of said street seventy three (73) feet, thence East to the East line of said Lot Two (2) extended North, thence South sixty five and four-tenths (65.4) feet, more or less, to place of beginning, in Manchester, Delaware County, Iowa.

AND WHEREAS, the said fence to be on the south property line of the party of the first part; north 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 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.

George Hutchison
George Hutchison

Richard L. Simon
Richard L. Simon

Shirley I. Simon
Shirley I. Simon

PARTY OF THE FIRST PART

PARTIES OF THE SECOND PART

FILE No. 83-1313
RECORDING FEE $ 11.00
TRANSFER FEE $

FILED FOR RECORD THE 10 DAY OF Nov, 1994 AT 10:34 O'CLOCK A. M. BOOK 5 PAGE 66

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

State of Iowa)
) ss:
County of Delaware)

On this 4 day of Nov, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared George Hutchison, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Caron S. Wall, Notary Public in and for the State of Iowa

CARON S. WALL

State of Iowa)
) ss:
County of Delaware)

On this 17 day of Oct, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard L. Simon and Shirley I. Simon, husband and wife, 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.

Caron S. Wall, Notary Public in and for the State of Iowa

CARON S. WALL