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

This agreement made this 14 day of MAY, 1994, by and between Manchester Cemetery Company, Party of the First Part, and Manchester Park Limited Partnership, Party 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 five hundred twenty five and eight-tenths (525.8) feet of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., except that part described as commencing at a point seven hundred ninety three (793) feet West of the Southeast corner of said Section Twenty (20), thence North 00°-30' West three hundred sixty three and four-tenths (363.4) feet, thence West five hundred twenty two and five-tenths (522.5) feet to the line lying between the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section Twenty (20) and the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section Twenty (20), thence South along said line three hundred sixty three (363) feet to the South line of said Section Twenty (20), thence East five hundred twenty five and eight-tenths (525.8) feet to the point of beginning, and also except any portion thereof included in the South one hundred thirty seven (137) feet of the East seven hundred ninety five (795) feet of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section Twenty (20).

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 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 B. Keller
George B. Keller, President

Mary Husmann
Mary Husmann, District Manager

James L. Broghammer
James L. Broghammer, Secretary-Treasurer

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

MANCHESTER CEMETERY COMPANY
SEAL
MANCHESTER, IOWA

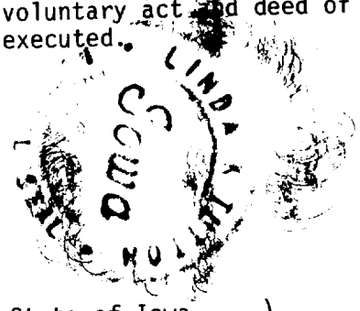
FILE No. 149-507
RECORDING FEE $ 11.00
TRANSFER FEE $

FILED FOR RECORD THE 10 DAY OF August, 1995 AT 11:31 O'CLOCK A M. BOOK 5 PAGE 197

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

State of Iowa)
) ss:
County of Delaware)

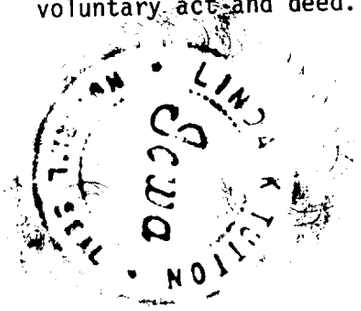
On this 14th day of April, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared George B. Keller and James L. Broghammer, to me personally known, who being by me duly sworn, did say that they are the President and Secretary-Treasurer respectively of the corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of the corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that George B. Keller and James L. Broghammer as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Linda K. Tutton
Linda K. Tutton, Notary Public in and for said State

State of Iowa)
) ss:
County of Delaware)

On this 12th day of April, 1994, before me, Linda K. Tutton, a Notary Public in and for the State of Iowa, personally appeared Mary Husmann, to me personally known, and who, being by me duly sworn, did say that she is the District Manager of Manchester Park Limited Partnership and that she executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



Linda K. Tutton
Linda K. Tutton, Notary Public in and for said State

Manchester Cemetery Co.
1125 N. Franklin St.
Manchester, IA 52057

Manchester Cemetery Company
To
Manchester Park Limited Partnership

149-507
DELAWARE COUNTY IOWA
FILED
'95 AUG 10 AM 11 31
BOOK 5 PAGE 197
RECORDER
$11.00