FENCE AGREEMENT

This agreement made this 26 day of May, 1994, by and between Manchester Cemetery Company, Party of the First Part, and Eastern Iowa Regional Housing Authority, 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~~ Manchester Cemetery Co, Party of the First Part, is responsible for maintenance of the property on ~~their respective~~ both 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

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

PARTY OF THE FIRST PART

MANCHESTER CEMETERY COMPANY SEAL MANCHESTER, IOWA

Thomas Railsback
Thomas Railsback, President

William J. Baum
William J. Baum, Secretary

PARTY OF THE SECOND PART

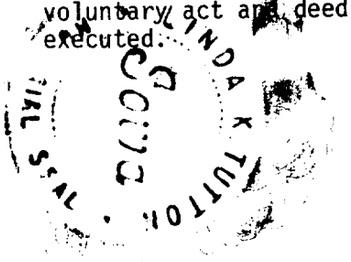
FILE No. 149-508
RECORDING FEE $ 11.00
TRANSFER FEE $

FILED FOR RECORD THE 10 DAY OF August, 1995 AT 11:32 O'CLOCK A M. BOOK 5 PAGE 198

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 executive 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 Dubuque)

On this 26th day of May, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas Railsback and William J. Baum, to me personally known, who being by me duly sworn, did say that they are the President and Secretary respectively, of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Thomas Railsback and William J. Baum as officers acknowledged the executive of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Patty A. Puls
Notary Public in and for the State of Iowa



149-508
DELAWARE COUNTY IOWA
FILED
'95 AUG 10 AM 11 32
BOOK 5 PAGE 198
RECORDER
$11.00

Manchester Cemetery Company
To
Eastern Iowa Regional Housing
Authority

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