211-2906
DELAWARE COUNTY IOWA
FILED
'96 APR 16 PM 3:20
BOOK 6 PAGE 110
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$11.00

Hutchison, Inc.
To
Linda Holz

Hutchison, Inc.
940 E. Main
Manchester, IA

Prepared by: Linda K. Tutton, City of Manchester, Manchester, IA 52057 319-927-3636

FENCE AGREEMENT

This agreement made this 12 day of April, 1996, by and between Hutchison, Inc., Party of the First Part, and Linda Holz, Party of the Second Part.

WHEREAS, the party of the first part wish to build the fence on their 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:

The West Thirteen and One-Half (W 13 1/2) feet of the North Two Hundred Ninety-seven (N 297) feet of Lot Ten (10), except the East One-half (E 1/2) foot of the North Fifty (N 50) feet thereof; the East One Hundred Eleven (E 111) feet of Lot Eleven (11); the North Fifty (50) feet of the West Twenty-one (W 21) feet of Lot Eleven (11); the East Ninety-nine (E 99) feet of the North Fifty (N 50) feet of Lot Twelve (12); all of the Subdivision of Lot One (1) of the Subdivision of the Southwest Quarter (SW 1/4) and of the South Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-eight (28), Township Eighty-nine (89) North, Range Five (5), West of the 5th P.M., in Delaware County, Iowa, subject to highways and easements of record.

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 parties 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 parties of the first part shall hold the parties 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.

HUTCHISON, INC. CORPORATE SEAL IOWA

George Hutchison
George Hutchison, President

HUTCHISON, INC.
PARTY OF THE FIRST PART

Linda Holz
Linda Holz

PARTY OF THE SECOND PART

FILE No. 211-2906
RECORDING FEE $ 11.00
TRANSFER FEE $

FILED FOR RECORD THE 16 DAY OF April, 1996 AT 3:20 O'CLOCK P M. BOOK 6 PAGE 110

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

STATE OF IOWA)
) SS:
COUNTY OF DELAWARE)

On this 12 day of April, 1996, before me, the undersigned, 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 she executed the same as her voluntary act and deed.

Caron S. Wall
CARON S. WALL

STATE OF IOWA, Delaware COUNTY, ss:

On this 12 day of April, A.D. 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared George Hutchison 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 the 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 Hutchison 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.

(Sections 588.28 and 588.29, Code of Iowa)

IOWA STATE BAR ASSOCIATION
Official Form No. 12 (Trade-Mark Registered, State of Iowa, 1967)
Current January, 1981