Hutchison Inc.
940 E. Butler
Manchester, IA

11-996

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1997 SEP 23 AM 11 02

Preparer Information

Daniel H. Siwft	108 N. Madison St.	Manchester	319-927-4901
Preparer's Name	Street Address	City	Phone Number

FENCE AGREEMENT

This Agreement made this 24th day of September, 1997, by and between Hutchison, Incorporated, an Iowa business corporation, party of the first party and Martin A. Simon and Judith A. Simon, husband and wife, parties of the second part.

WHEREAS. the party of the first part wishes to build a fence on their property line, said fence being built on the property line of the party of the first part, in Manchester, Delaware County, Iowa, on a parcel of property legally described as follows, to-wit:

> The North 66 feet of Lot Eight (8) except West 33 feet thereof, North 66 feet of West 82 feet of Lot Nine (9) of Subdivision of Lot One (1) of Subdivision of the Southwest Quarter (SW¼) and South Half (S½) of Northwest Quarter (NW¼) of Section Twenty-Eight (28), Township Eighty-Nine (89) North, Range Five (5), West of the Fifth P.M.

AND WHEREAS, parties of the second part own the following described real estate located in Manchester, Delaware County, Iowa, to-wit:

> Lot 8, except the West 33 feet thereof, and except the North 66 feet thereo, of the Subdivision of Lot 1 of the Subdivision of the Southeast Quarter of the Southwest Quarter of Section 28, Township 89 North, Range 5 West of the 5th P.M., according to plat recorded in Book A Plats, Page 23, and the West 82 feet of Lot 9, except the North 66 feet thereof, of the Subdivision of Lot 1 of the Subdivision of the Southeast Quarter of the Southwest Quarter of Section 28, Township 89 North, Range 5, West of the 5th P.M., according to plat recorded in Book A Plats, Page 23

AND WHEREAS, the said fence to be on the South property line of the party of the first part and the North property line of the parties of the second part;

AND WHEREAS, Section 12½ "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 the parties of the second part due to the fact that said fence is within three (3) feet of the property line dividing the property of party of the second part from party 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. Said fence shall be erected and maintained solely at the expense of the party of the first part.

2. The respective property owners are responsible for maintenance of the property on their respective sides of the property line.

3. 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. 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 said fence remains in place.

HUTCHISON INCORPORATED

By _____
Bob Manson, Its Agent and Designee

_____
Martin A. Simon

_____
Judith A. Simon

STATE OF IOWA, COUNTY OF DELAWARE, ss:

I, Bob Manson, Agent and Designee of Hutchison, Incorporated, being first duly sworn on oath, depose and state that I have read the foregoing Fence Agreement and the statements and allegations contained therein are true and correct to the best of my present knowledge, belief and information.

Bob Manson

Bob Manson

Subscribed and sworn to before me this 24 day of September, 1997, by Bob Manson.

Caron S. Wall

Notary Public in and for the State of Iowa

Caron S. Wall

STATE OF IOWA, COUNTY OF DELAWARE, ss:

I, Martin A. Simon and I, Judith A. Simon, husband and wife, being first duly sworn on oath, depose and state that I have read the foregoing Fence Agreement and the statements and allegations contained therein are true and correct to the best of my present knowledge, belief and information.

Martin A. Simon

Martin A. Simon

Judith A. Simon

Judith A. Simon

Subscribed and sworn to before me this 24 day of September, 1997, by Martin A. Simon and Judith A. Simon.

Caron S. Wall

Notary Public in and for the State of Iowa

Caron S. Wall