FENCE LINE AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of December, 1989, by and between St. John's Lutheran Church, Dundee, Iowa, (hereinafter Owner), Delaware County Conservation Board, and James Krogman, (hereinafter Krogman), as follows:

WHEREAS Owner owns certain real estate in Delaware County, Iowa, described as:

The Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) and the Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Seventeen (17), except commencing at the Southeast corner of the said Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) and running thence West Eight (8) rods, thence North Fifteen (15) rods, thence East Eight (8) rods, thence South Fifteen (15) rods to place of beginning; Also the West One (1) rod of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of Section Twenty (20); Also the North One-Fourth (1/4) Acre of the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section Twenty (20), all in Township Ninety North (T90N), Range Six (6), West of the 5th P.M., in Delaware County, Iowa;

AND WHEREAS, said described property is leased to Delaware County Conservation Board pursuant to a Lease dated August 30, 1988, and;

WHEREAS, on or about June 9, 1980, an agreement was reached between Owner, Krogman, and a previous tenant, for the removal of a line fence and installation of a diagonal fence across a portion of said real estate, as shown by attached "Exhibit A", and;

WHEREAS the parties hereto desire to further clarify the nature and status of the alterations made and reduce the verbal agreement of the parties to writing;

NOW THEREFORE, in consideration of the mutual terms and covenants contained herein, the parties agree as follows:

1. That the triangular parcel refenced was a parcel commencing at the Northwest corner of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼), thence South five hundred fifty eight (558) feet; thence Northeasterly to a point on the North line of said Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) which is five hundred twenty-eight (528) feet East of the Northwest corner of said Southeast Quarter (SE¼) of the Southwest Quarter (SW¼); thence Westerly along the North line of said Quarter Section to the point of beginning. This real estate shall be designated herein as "sub-parcel".

2. That it is the intent of the parties that said sub-parcel shall remain the property of the Owners, and the alteration of the fence line was made for the sole purpose of convenience to the parties and not as a transfer of real estate by the Owners.

3. That Owners shall be responsible for all taxes and maintenance costs, if any, on said sub-parcel, and the parties shall be jointly responsible for construction, erection and maintenance of the line fence if the same shall be required or deemed necessary by the said Owners. Nothing contained herein, however, shall alter the rights and duties of the Owner and Tenant under the August 30, 1988, Lease.

4. That Owners retain the right to enter the Sub-Parcel for logging purposes. Neither Tenant, nor Krogman, will remove any timber, logs, or trees from the sub-parcel.

FILE No. 314-2030
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 8 DAY OF March 19 90 AT 9:50
O'CLOCK A. M. BOOK 1 PAGE 214

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
Misc.

Fence Line Agreement
St. Johns/Conservation Board/Krogman

5. That subject to the foregoing provisions, Krogman shall be entitled to non-intrusive use of said sub-parcel. Owner shall give Krogman written notice of not less than thirty (30) days, if the fence line is to be restored along the property boundary, at which time, Krogman's use of said sub-parcel shall cease.

Signed this 28th day of December, 1989.

DELAWARE COUNTY CONSERVATION BOARD

H A Gearhart 12/28/89
Conservation Board Chairman

Garlyn Glaaz 12/28/89
Executive Director

(NO SEAL)

ST. JOHN'S ~~LUTHERAN~~ CHURCH

Sam Schiess
Church Council Chairman

Marilyn K. Cunningham
Church Council Secretary

(NO SEAL)

James N Krogman
James Krogman

STATE OF IOWA ss:
COUNTY OF DELAWARE

On this 28 day of December, 1989, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Sam Schiess and MARILYN K. Cunningham, to me known personally, who being by me duly sworn, did say that they are the Chairman and Secretary, respectively, or St. John's Lutheran Church Council, executing the foregoing fence line agreement, and that said agreement was signed on behalf of said St. John's Lutheran Church by authority of its Board of Deacons and Trustees; and that said CHAIRMAN and SECRETARY as such officers acknowledge the execution of said agreement to be the voluntary act and deed of said St. John's Lutheran Church, by it and by them voluntarily executed.

Charlotte Fritz
CHARLOTTE FRITZ Notary Public in and for the State of Iowa

STATE OF IOWA ss:
County of Delaware

On this 28 day of December, 1989, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared H. A. Gearhart and Garlyn Glaaz, to me personally known, who being by me duly sworn, did say that they are the Conservation Board Chairman and Executive Director of the Delaware County Conservation Board, respectively, executing the foregoing Fence Line Agreement, and that said Agreement was signed on behalf of said Conservation Board by authority of its Board of Directors; and that H. A Gearhart and Garlyn Glaaz as such officers, acknowledged the execution of said Agreement to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Sharon McCrabb
Notary Public in and for the State of Iowa
Sharon McCrabb

SHARON MCCRABB NOTARIAL SEAL DELAWARE COUNTY IOWA

STATE OF IOWA

ss:

COUNTY OF CLAYTON

On this 30th day of December, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James Krogman, to me personally known, who being by me duly sworn did say that he is the identical person named in and who executed the foregoing Fence Line Agreement, to which this is attached, and acknowledged that he executed the same as his voluntary act and deed.

CHARLOTTE FRITZ

Charlotte Fritz

Notary Public in and for the
State of Iowa

Charlotte Fritz

Exhibit "A"

EWALU Camp and Retreat Center
The American Lutheran Church
Strawberry Point, Iowa 52076
Phone: 319 / 933-4700

Board of Directors
Brighton Conference
Cedar Rapids Conference
Decorah Conference
Dubuque Conference
Waterloo Conference
Members-at-Large
All-Seasons Staff
Peter Ron Spears
Program Director

August 22, 1980

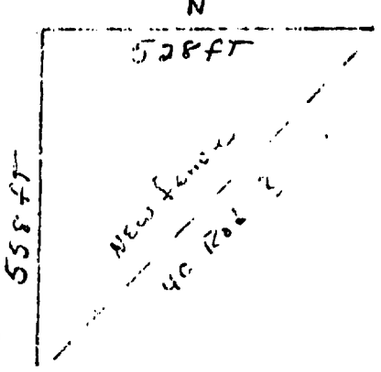
cc: St. Johns Lutheran Church, Dundee, Ia
Jim Krogman, Lamont, Iowa
EWALU, Strawberry Point, Iowa

Re: Relocation of fence on the Morris Homestead Site

In a verbal agreement between St. Johns congregation of Dundee, owner, EWALU, lessee, and Jim Krogman, owner of adjoining land on the West and North of the Morris Homestead property to remove 558 feet of the West fence (north ½) and 528 feet of the North fence (west ½) and replace with a diagonal fence of approximate 40 rods which was installed on June 9, 1980.

The reason for this agreed on moving of the fence was to avoid the maintenance caused by the flooding of the Lamont Creek.

Below is a diagram of what was done.



Measured with a 100' steel tape on August 4 by Ronald Spears and estimated to be accurate within 5 feet.

Submitted by,

Ronald Spears

cc: Jim Krogman
St. Johns Lutheran Church

ACA ACCREDITED CAMP