Book 2017 Page 1806

Document 2017 1806 Type 06 ~~006~~ 014 ds Pages 5
Date 7/03/2017 Time 10:33:03AM
Rec Amt $27.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Lw
Kirk Sole
118 3rd Ave SE Ste 431
Cedar Rapids IA 52401

FENCE AGREEMENT

WHEREAS, John G. Kraemer and Brenda K. Kraemer, husband and wife, are the owners of the following described real property in Delaware County, to-wit:

Parcel 2014-14 Being part of the Northeast Quarter (NE ¼) in Section 11, Township 88 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2014, Page 472.

(hereinafter the "Kraemer property")

And

WHEREAS, Timothy Rayl and Donna Rayl, husband and wife, are the owners of the following described real property in Delaware County, to-wit:

The Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of section Eleven (11), Township Eighty-eight (88) North, Range Five (5), West of the Fifth P.M. in Delaware County, Iowa.

(hereinafter the "Rayl property" including the parcel described below)

And,

WHEREAS, Timothy Rayl and Donna Rayl, husband and wife, are purchasing 0.75 acre at the north boundary of their aforementioned real property to be taken from Parcel 2014-14 from John G. Kraemer and Brenda K. Kraemer, this parcel being described as:

<u>See attached plat of survey</u>

The purchased parcel will become contiguous with real property owned by Timothy Rayl and Donna Rayl described above.

And,

WHEREAS, the parties hereto desire to enter into this Fence Agreement for the purpose of establishing their mutual rights and obligations for the construction and maintenance of a fence running along the common boundary line between the Kraemer property and the Rayl property.

NOW, THEREFORE, for good and valuable consideration and for the mutual promises contained herein, the receipt of and sufficiency of which is hereby expressly acknowledged, it is agreed among the parties hereto as follows:

1. Timothy and Donna Rayl, their successors and assigns, shall be solely responsible for constructing and maintaining a boundary line fence separating the Kraemer property from the Rayl property.

2. Nothing herein shall be construed to imply that any of the parties hereto are obligated to construct a new fence at the said location unless required by the county under lawful ordinance or statute or pursuant to an order of court. This document is only intended to set forth which party shall be responsible for any requirement of installation or maintenance that may arise.

3. Any fence required to be constructed pursuant to this Agreement shall be constructed to the tight fence requirements of Iowa Code §359A.19 and §359A.20.

4. Notwithstanding any other provision contained herein, the titleholders of the Kraemer property shall be solely responsible for the repair or replacement of the common fence should the said fence be damaged or destroyed by said titleholders or their agents, lessees, or any other party acting thereunder.

5. This Agreement shall run with the land, be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, liabilities or obligations under or by reason of this Agreement.

6. No change, amendment, termination, or attempted waiver or variation of the terms and conditions of this Agreement shall be valid unless made in writing, consented to by the parties hereto, and recorded in the office of the Delaware County Recorder.

7. This Agreement constitutes the entire agreement and understanding among the parties and supersedes and revokes any prior agreements or understandings relating to the subject matter of this Agreement.

8. This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same Agreement.

IN WITHNESS WHEREOF, the parties hereto have set their hands on the day appearing next to their names below:

13 June 2017
Date

Timothy Rayl

STATE OF IOWA)
)ss.
COUNTY OF LINN)

Subscribed and sworn to before me by Timothy Rayl on this 13 day of June, 2017.

NOTARY PUBLIC, STATE OF IOWA

NOTARIAL SEAL IOWA
R. L. SOLE
Commission Number 111739
My Commission Expires
September 20, 2017

June 13, 2017
Date

Donna Rayl

STATE OF IOWA)
)ss.
COUNTY OF LINN)

Subscribed and sworn to before me by Donna Rayl on this 13 day of June, 2017.

NOTARY PUBLIC, STATE OF IOWA

R. L. SOLE
Commission Number 111739
My Commission Expires
September 20, 2017

15 June 2017
Date

John G. Kraemer

STATE OF IOWA)
)ss.
COUNTY OF LINN)

Subscribed and sworn to before me by John G. Kraemer on this 15 day of June, 2017.

NOTARY PUBLIC, STATE OF IOWA

R. L. SOLE
Commission Number 111739
My Commission Expires
September 20, 2017

6/15/17
Date

Brenda K. Kraemer
Brenda K. Kraemer

STATE OF IOWA)
)ss.
COUNTY OF LINN)

Subscribed and sworn to before me by Brenda K. Kraemer on this 15 day of June, 2017.

NOTARY PUBLIC, STATE OF IOWA

R. L. SOLE
Commission Number 111739
My Commission Expires
September 20, 2017

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Document 2017 745 Type 06 002 Pages 1
Date 3/14/2017 Time 10:21:11AM
Rec Amt $7.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

FILED
Delaware Co. Auditor
MAR 14 2017

FILED
Delaware Co. Assessor
MAR 14 2017

Index Legend

Location: Section 11, Township 88 North, Range 5 West
NE 1/4 NE 1/4

Requestor:: Donna Rayl

Proprietors: John G Kraemer
Brenda K. Kraemer

Surveyor: Stephen M. Scott, L.S.

Company: Scott Survey, Inc.
Return To: P.O. Box 315
Center Point, Iowa 52213
email@scottsurvey.com I (319) 540-5263

Legal Description:
Part of Parcel 2014–14 in the Northeast Quarter of the Northeast Quarter of Section 11, Township 88 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa, described as follows:

Beginning at the Southeast Corner of the Northeast Quarter of the Northeast Quarter of Section 11, Township 88 North, Range 5 West of the Fifth Principal Meridian; thence S89°43'00"W along the south line of said Northeast Quarter of the Northeast Quarter, 509.77 feet; thence N1°32'02"E, 64.22 feet; thence N89°37'29"E, 507.49 feet to the east line of said Northeast Quarter; thence S0°29'59"E along said east line, 65.00 feet to the point of beginning.

Said parcel contains 0.75 acre, including 0.05 acre right of way, subject to easements and restrictions of record.

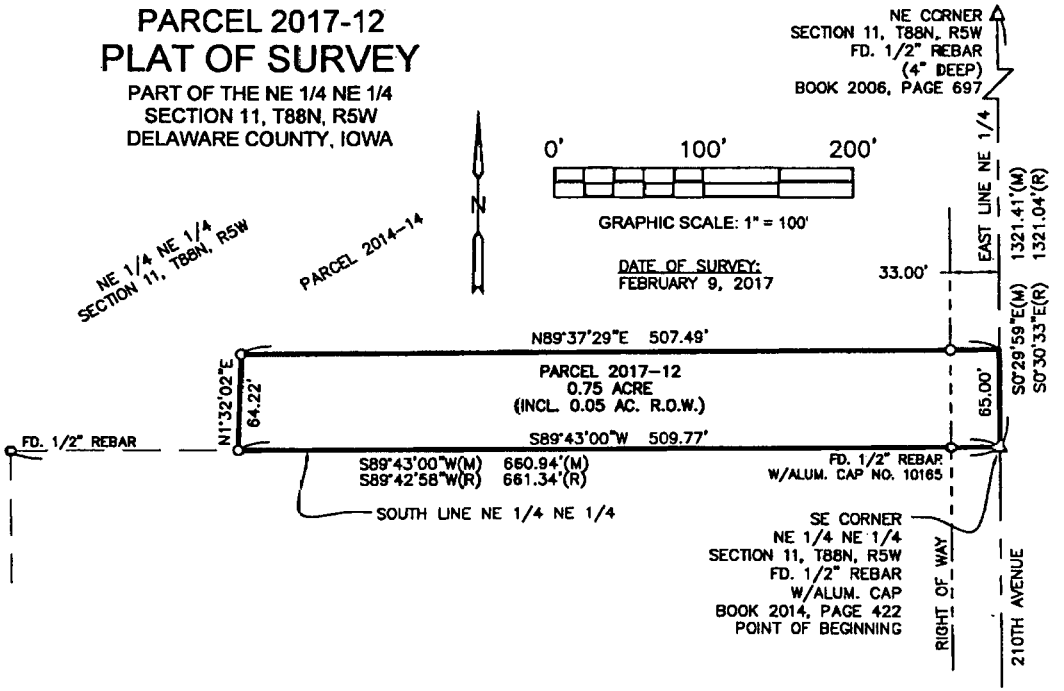
SCOTT SURVEY INC

Stephen M. Scott, P.E. & L.S.
Civil Engineer & Land Surveyor

319-540-5263 www.scottsurvey.com
email@scottsurvey.com
P.O. Box 315, Center Point, IA 52213-0315

PARCEL 2017-12
PLAT OF SURVEY

PART OF THE NE 1/4 NE 1/4
SECTION 11, T88N, R5W
DELAWARE COUNTY, IOWA



LEGEND AND NOTES

- △ – CONGRESSIONAL SECTION CORNER, FOUND
- o – PROPERTY CORNERS FOUND, as noted
- o – PROPERTY CORNERS SET (1/2" rebar w/ red plastic cap embossed with "SCOTT 13842")
- ——— – PROPERTY &/or BOUNDARY LINES
- — — — – CONGRESSIONAL SECTION LINES
- — — — — – RIGHT-OF-WAY LINES
- — — — — – CENTER LINES
- — — — — – LOT LINES, PLATTED OR BY DEED
- (R) – RECORDED DIMENSIONS
- (M) – MEASURED DIMENSIONS

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS
BASIS OF BEARING IS GPS GRID NORTH

LICENSED LAND SURVEYOR
STEPHEN M. SCOTT
13842
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

STEPHEN M. SCOTT, L.S. Iowa Lic. No. 13842

My license renewal date is December 31, 2018
Pages or sheets covered by this seal:

THIS PAGE ONLY

PROJECT NO. 1739402