



Document 2020 2519

Book 2020 Page 2519 Type 06 013 Pages 3
Date 7/16/2020 Time 12:10:05PM
Rec Amt \$17.00

INDX
ANNO
SCAN
CHEK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Prepared By: Jane E. Rosien, ICIS# AT0006681, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067,
Phone: (515) 462-4912

✓ ~~Return~~ To: Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067

3
5

FENCE DIVISION AGREEMENT

Whereas, Jeffrey Manny and Connie S. Manny, husband and wife, (hereafter "Manny") own the real estate legally described as:

All of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-eight (28), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcels "D" and "E" located therein as shown by the Plat of Survey dated June 17, 2020 and recorded on June 18, 2020 in the Office of the Madison County Recorder in Book 2020 at Page 2127;

AND,

All of the Northeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-eight (28), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

Whereas, Logan P. Silliman and Courtney N. Silliman, husband and wife, (hereafter "Silliman") own the real estate legally described as:

Parcels "D" and "E" located therein as shown by the Plat of Survey dated June 17, 2020 and recorded on June 18, 2020 in the Office of the Madison County Recorder in Book 2020 at Page 2127.

Whereas, these parcels of real estate owned by the Manny and Silliman have common boundaries;

Whereas, for so long as Manny and Silliman each own the respective parcels of real estate as set forth herein, Manny and Silliman mutually desire to set forth their agreement concerning the fence division responsibilities upon and along these common boundaries.

IT IS THEREFORE AGREED BETWEEN THE PARTIES as follows:

1. At any time, upon the request of Manny, Silliman at their own expense shall be responsible for the erection, replacement, maintenance and/or repair of a partition fence between the above described real estate parcels.

2. Unless otherwise mutually agreed by Manny and Silliman the partition fence at a minimum shall be a "legal" fence consisting of six (6) strands of barbed wire with posts every sixteen feet (16') at a minimum.

3. The partition fence shall be installed and/or maintained upon the boundary line between the above described parcels of real estate and each party shall be allowed to clear any brush, undergrowth and trees overhanging or falling in or onto the fence.

4. The parties agree this Agreement is an agreement only between these parties and is not a covenant running with the above described parcels of real estate. Therefore, the agreement is not binding upon the parties' successors and assigns.

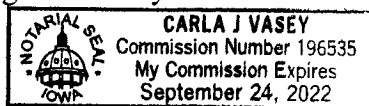
This Agreement is dated on this 16th day of July, 2020.

Jeffrey Manny
Jeffrey Manny
Logan P. Silliman
Logan P. Silliman

Connie S. Manny
Connie S. Manny
Courtney N. Silliman
Courtney N. Silliman

STATE OF IOWA :
: SS
COUNTY OF MADISON :

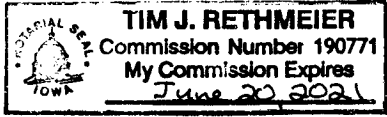
On this 15th day of July, 2020, before me, the undersigned a Notary Public in and for said County and State, personally appeared Jeffrey Manny and Connie S. Manny to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Carla J. Vasey
Notary Public in and for the State of Iowa

STATE OF IOWA :
: SS
COUNTY OF MADISON :

On this 16th day of July, 2020, before me, the undersigned a Notary Public in and for said County and State, personally appeared Logan P. Silliman and Courtney N. Silliman to me personally known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



A handwritten signature in cursive script, appearing to read "Tim Rethmeier", written over a horizontal line.

Notary Public in and for the State of Iowa