

Document 2006 425

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MICHELLE UTSLER, COUNTY RECORDER
MADISON IOWA

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| COMPUTER | <input checked="" type="checkbox"/> |
| RECORDED | <input type="checkbox"/> |
| COMPARED | <input type="checkbox"/> |

AGREEMENT
Recorder's Cover Sheet

Preparer Information:

Jerrold B. Oliver, P.O. Box 230, Winterset, (515) 462-3731

Taxpayer Information:

Return Address

✓ Jerrold B. Oliver
PO BOX 230
Winterset, IA 50273

Grantors:

Madison County, Iowa
Madison County Conservation Board

Grantees:

Thomas Turner
Tara Truner

Legal Description: See Page 2

Document or instrument number if applicable:

AGREEMENT

This Agreement, made and entered into by and between Thomas Turner and Tara Turner hereinafter called "Turners", Madison County, Iowa hereinafter called "Madison County", and Madison County Conservation Board hereinafter called "The Board".

WHEREAS Turners are the owners of the following described real estate:

Parcel "B" located in the Northeast Quarter (¼) and the Southeast Quarter (¼) of Section Four (4), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 90.96 acres, as shown in Plat of Survey filed in Book 2005, Page 5055 on October 19, 2005, in the Office of the Recorder of Madison County, Iowa.

WHEREAS the survey for such parcel has determined that the boundary line is not on the boundary line as determined by the survey in two places.

WHEREAS the parties desire to enter into this Agreement concerning the encroachment of said fence onto the above described real estate.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. The parties agree that the fence which is not located on the boundary line is not the true boundary line, that the true boundary line is the boundary line as determined by the survey, that the fence in its present location need not be moved and if the fence is ever replaced that any new fence will be placed on the true boundary line.

2. The parties further agree that in the event a new fence is constructed on the true boundary line that said fence shall be constructed by Turners and Madison County and the Board shall have no responsibility for the construction of such fence.

3. This Agreement shall be binding upon the parties their successors and assigns.

Dated this 6 day of December, 2005.

[Signature]
Thomas Turner

Madison County

By: [Signature]
Steven B. Raymond

Madison County Conservation Board

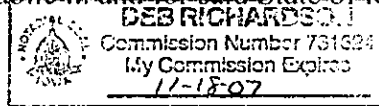
[Signature]
Tara Turner

By: [Signature]
Craig S. Thomas

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 6th day of December, 2005 by Thomas Turner.

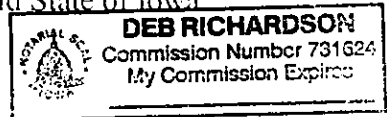
[Signature]
Notary Public in and for said State of Iowa



STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 6th day of December, 2005 by Tara Turner.

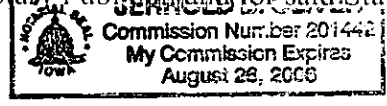
[Signature]
Notary Public in and for said State of Iowa



STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 6 day of December, 2005, by Steven B. Raymond, Chair - Madison County Board of Supervisors of Madison County, Iowa

[Signature]
Notary Public in and for said State of Iowa



STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 12 day of December, 2005, by Craig S. Thomas, Chair of the Madison County Conservation Board.

[Signature]
Notary Public in and for said State of Iowa

