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REC. \$ 15.00
A.D. \$
R.M.F. \$ 1.24

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BOOK 2 PAGE 165
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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

FENCE AGREEMENT

THIS AGREEMENT, made and entered into, by and between, **DAVID M. NICHOLL and KATHY D. NICHOLL**, Husband and Wife, and **GREGORY A. MCDONALD and DEBRA MCDONALD**, Husband and Wife.

WHEREAS, David M. Nicholl is the owner of the following described real estate:

Parcel "A" located in the Southwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) of Section Eighteen (18), Township Seventy-five (75) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the West Quarter (1/4) Corner of Section 18, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence North 0°41'21" East along the West line of the Northwest Quarter (1/4) of said Section 18, 181.50 feet to the Point of Beginning; thence North 0°41'21" East along the West line of the Northwest Quarter (1/4) of said Section 18, 1119.51 feet to the Northwest Corner of the Southwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) of said Section 18, thence South 89°34'16" East along the North line of the Southwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) of said Section 18, 1120.35 feet; thence South 0°46'50" West, 1113.69 feet; thence North 89°52'11" West, 1118.61 feet to the Point of Beginning. Said Parcel contains 28.695 acres, including 0.424 acres of County Road right-of-way.

WHEREAS, Gregory A. McDonald is the owner of the following described real estate:

The Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirteen (13) Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

WHEREAS, the parties desire to enter into this Agreement to determine the responsibility for the erection, maintenance and repair of the fence on the boundary line between their respective tracts of real estate.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. David M. Nicholl agrees to erect, maintain and repair the North half of the fence located on the boundary line between the two tracts of real estate described above.
2. Gregory A. McDonald agrees to erect, maintain and repair the South half of the fence located on the boundary line between the two tracts of real estate described above.
3. Kathy D. Nicholl, spouse of David M. Nicholl, and Debra McDonald, spouse of Gregory A. McDonald, enter into this Agreement for the purpose of agreeing and consenting to the terms and provisions of this Agreement.
4. This Agreement shall be binding upon the parties, their heirs, successors and assigns.

Dated this 5th day of August, 1997.

David M. Nicholl
David M. Nicholl

Gregory A. McDonald
Gregory A. McDonald


Kathy D. Nicholl
Kathy D. Nicholl

Debra McDonald
Debra McDonald

STATE OF IOWA :
 :SS
MADISON COUNTY :

On this 5 day of August, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David M. Nicholl and Kathy D. Nicholl, to me 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.

Carol Kiermaier
Notary Public in and for the State of Iowa



STATE OF IOWA :
 :SS
MADISON COUNTY :

On this 5 day of August, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gregory A. McDonald and Debra McDonald, to me 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.

Carol Kiermaier
Notary Public in and for the State of Iowa

