

REC \$ 10⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

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FILED NO. 396
BOOK 2 PAGE 173

98 JUL 22 PM 3: 33
Telephone: 515/462-3731
MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

Lewis H. Jordan (ISBA #02714) P.O. Box 230, Winterset

FENCE AGREEMENT

WHEREAS, Douglas A. Busch and JoAnn Busch, Husband and Wife, hereinafter referred to as "Sellers" have sold the following-described real estate, to-wit:

Parcel "A" being that part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty (20), Township Seventy-four (74) North, Range Twenty-nine (29) West of the Fifth Principal Meridian, Madison County, Iowa, described as follows: Commencing at the southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Twenty (20); thence on an assumed bearing of North 00°35'32" west along the west line of said Southwest Quarter a distance of 304.26 feet to the point of beginning; thence North 00°35'32" West along said west line 750.00 feet; thence North 87°40'10" east 630.00 feet; thence south 00°35'32" East 750.00 feet; thence South 87°40'10" West 630.00 feet to the west line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Twenty (30) and the point of beginning. Said tract contains 10.84 acres and is subject to a Madison County Highway Easement over the west 0.69 acres thereof.

to Merlyn C. Faris, Jr. and Jaime M. Faris, hereinafter referred to as "Buyers"; and

WHEREAS, the parties hereto wish to enter into an agreement as to the erection and maintenance of the fence surrounding said Parcel.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

Sellers shall hire a commercial fence builder to put in a fence around the outside perimeter of the acreage described above, except for the roadside; and, Sellers and Buyers shall each pay one-half ($\frac{1}{2}$) of the cost of the installation of said fence.

After the fence is complete, each owner shall take the right-hand side, divided equally, to repair and maintain.

Date: 7/21/98

Date: 7/21/98

Douglas A. Busch

Douglas A. Busch

JoAnn Busch

JoAnn Busch

SELLERS

Date: 7/21/98

Date: 7-21-98

Merlyn C. Faris, Jr.

Merlyn C. Faris, Jr.

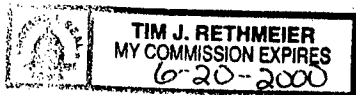
Jaime M. Faris

Jaime M. Faris

BUYERS

STATE OF IOWA :
:SS
COUNTY OF MADISON :

On the 21st day of July, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas A. Busch and JoAnn Busch, 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.

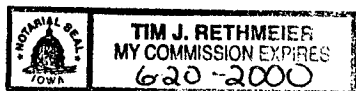


Tim J. Rethmeier

Notary Public in and for the State of Iowa

STATE OF IOWA :
:SS
COUNTY OF MADISON :

On the 21st day of July, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Merlyn C. Faris, Jr. and Jaime M. Faris, 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.



Tim J. Rethmeier

Notary Public in and for the State of Iowa