

REC \$ 15⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

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BOOK 2 PAGE 181
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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED

Prepared By: Dean R. Nelson, P.O. Box 370, Earlham, Iowa 50072
Telephone (515) 758-2267.

FENCE AGREEMENT

This Fence Agreement is made and entered into this 9th day of November, 1998, by and between Gladys I. Martens, a single person, hereinafter referred to as First Party; and Fred R. Martens and Helen Martens, husband and wife, hereinafter referred to as Second Party,

WITNESSETH:

WHEREAS, First Party owns the following described real estate situated in Madison County, Iowa, herein designated as Parcel No. 1, to-wit:

Parcel "A" in the Southwest Quarter of the Southwest Quarter of Section 12, Township 77 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Commencing at the Southwest Corner of Section 12, Township 77 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa; thence North 90°00'00" East, 319.93 feet along the South line of the Southwest Quarter of said Section 12, to the point of beginning. Thence continuing along said South line, North 90°00'00" East, 498.51 feet; thence North 00°50'30" West, 570.45 feet, thence South 89°28'00" West, 496.38 feet; thence South 00°37'51" East, 565.80 feet to the point of beginning. Said Parcel "A" contains 6.488 Acres including 0.458 Acres of County Road Right of Way.

WHEREAS, Second Party owns the following described real estate situated in Madison County, Iowa, herein designated as Parcel No. 2, to-wit:

The South 565.80 feet of the West Twenty (20) Acres of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Twelve (12), Township Seventy-seven (77) North, Range Twenty-eight (28) West of the 5TH Principal Meridian, Madison County, Iowa.

WHEREAS, Parcel No. 1 and Parcel No. 2 share a common boundary line between each other; and

WHEREAS, First Party and Second Party for themselves, their heirs, assigns, and successors in interest, desire to provide for the ownership, maintenance and replacement of the partition fence situated on the common boundary line between Parcels No. 1 and 2.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration paid by First Party to Second Party, the parties do hereby agree and contract as follows:


1. Second Party, the grantees, heirs, devisees, personal representatives, assigns and successors in interest shall own, maintain, repair, and replace when necessary the partition fence on the common boundary line between Parcel No.1 and Parcel No. 2.

2. Until amended or released, this agreement shall constitute a permanent and binding agreement, which shall run with the ownership of the real estate described herein.

IN WITNESS WHEREOF, First Party and Second Party have executed this agreement the day and year above written.

First Party

Second Party


Gladys I. Martens

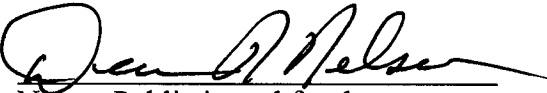

Fred R. Martens


Helen Martens

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 9th day of November, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gladys I. Martens, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

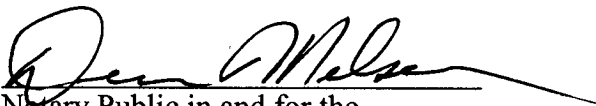



Notary Public in and for the
State of Iowa.

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 5th day of November, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Fred R. Martens and Helen Martens, 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.




Notary Public in and for the
State of Iowa.