

COMPARED

STATE OF IOWA, SS.
MADISON COUNTY,

Inst. No. 1427 Filed for Record this 12 day of December 19 91 at 10:00 AM
Book 2 Page 118 Recording Fee \$5.00 Michelle Utsler, Recorder, By Shirley G. Henry
Deputy

COMPARED

FENCE AGREEMENT

This Fence Agreement is entered into this 9th day of November, 19 91, by and between Lucille J. Loop, Trustee of the Lucille J. Loop Trust, hereinafter referred to as "Loop", and Harrison Vowell, hereinafter referred to as "Vowell". The parties hereto are adjoining owners of farm property located in Madison County, Iowa, and wish to enter into this Fence Agreement, the provisions of which are to govern the construction, care and maintenance of a partition fence separating each of their respective farm properties. This agreement is entered into under the provisions of section 113.12 of the Iowa Code, and shall be understood and interpreted consistent with the laws of Iowa governing partition fences.

The fence subject to the provisions of this agreement shall run as follows:

The point of beginning shall be the Southeast (SE) corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Four (4), Township Seventy-Four North (74 N), Range Twenty-Seven West (27 W) of the Fifth (5th) P. M., Madison County, Iowa. The fence shall run due North (N) from the point of beginning a distance of approximately eight hundred and twenty feet (820 ft.). Then the fence will turn and head in a generally Northwesterly (NW) direction to a point described as one hundred and eighty-six feet (186 ft.) West (W) of the Southeast (SE) Corner of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Four (4), Township Seventy-Four North (74 N), Range Twenty-Seven West (27 W) of the Fifth (5th) P. M., Madison County, Iowa, and continue a distance of approximately four hundred and seventy-four feet (474 ft.) West.

It is mutually understood and agreed that Loop shall provide all of the materials needed for construction of the fence described, above, and that Vowell shall provide all of the labor needed for construction of said fence. Further, Vowell shall be responsible for both the labor and materials needed for construction of that portion of the fence lying to the North and West. The parties agree that the construction of the entire fence shall be completed by not later than two years after the day and date set forth above.

The Lucille J. Loop Trust

Harrison Vowell

Lucille J. Loop, Trustee
Lucille J. Loop, Trustee

Harrison Vowell
Harrison Vowell