

FENCE AGREEMENT

March THIS AGREEMENT made and entered into this 4 day of February, 1992, by and between Donna L. Smith of R. R., Madison County, Iowa, hereinafter referred to as First Party, and Michael H. Frey and Penny L. Frey, husband and wife, of R. R., Madison County, Iowa, hereinafter referred to as Second Party, WITNESSETH:

WHEREAS, First Party owns the following described real estate located in Madison County, Iowa, to-wit:

The East Half (1/2) of the Northwest Quarter (1/4) and the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirteen (13) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa,

The Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirteen (13) in Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT a tract of land in the Northwest Quarter of the Southwest Quarter of Section 13, Township 77 North, Range 29 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows:

Beginning at the West Quarter Corner of Section 13, T77N, R29W of the 5th P.M., Madison County, Iowa; thence North 89°33'07" East 367.01 feet along the north line of the SW1/4 of said Section 13; thence South 00°00'00" 593.48 feet to the point of beginning. Said tract of land contains 5.000 Acres including 0.286 Acres of County Road Right of Way, and

EXCEPT A parcel of land located in the North Half (1/2) of the Southwest Quarter (1/4) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Beginning at the Southwest Corner of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence, along the West line of said Section 13, North 00°00'00", 717.35 feet; thence North 89°33'07" East 367.01 feet; thence North 00°00'00" 593.48 feet; thence South 89°55'06" East 938.18 feet to the NE Corner of the Northwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section 13; thence South 00°04'32" West 391.36 feet; thence North 89°19'13" East 398.55 feet; thence North 00°55'38" East 1027.12 feet;

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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

#2. Fence Agreement
Smith - Frey

thence South 88°34'41" East 223.39 feet; thence North 00°24'00" East 272.75 feet; thence South 89°13'07" East 225.68 feet; thence North 00°04'00" West 281.11 feet; thence South 87°59'26" East 470.85 feet to the East line of the West One-half (½) of said Section 13; thence, along said East line, South 00°37'05" West 2481.52 feet to the Southeast Corner of the Northeast Quarter (¼) of the Southwest Quarter (¼) of said Section 13; thence North 89°59'59" West 2621.38 feet to the Point of Beginning. Said parcel of land contains 91.220 Acres, including 0.377 Acres of County road right of way, and

WHEREAS, Second Party owns the following described real estate located in Madison County, Iowa, to-wit:

A parcel of land located in the North Half (½) of the Southwest Quarter (¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Beginning at the Southwest Corner of the Northwest Quarter (¼) of the Southwest Quarter (¼) of Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; thence, along the West line of said Section 13, North 00°00'00", 717.35 feet; thence North 89°33'07" East 367.01 feet; thence North 00°00'00" 593.48 feet; thence South 89°55'06" East 938.18 feet to the NE Corner of the Northwest Quarter (¼) of the Southwest Quarter (¼) of said Section 13; thence South 00°04'32" West 391.36 feet; thence North 89°19'13" East 398.55 feet; thence North 00°55'38" East 1027.12 feet; 00°24'00" East 272.75 feet; thence South 89°13'07" East 225.68 feet; thence North 00°04'00" West 281.11 feet; thence South 87°59'26" East 470.85 feet to the East line of the West One-half (½) of said Section 13; thence, along said East line, South 00°37'05" West 2481.52 feet to the Southeast Corner of the Northeast Quarter (¼) of the Southwest Quarter (¼) of said Section 13; thence North 89°59'59" West 2621.38 feet to the Point of Beginning. Said parcel of land contains 91.220 Acres, including 0.377 Acres of County road right of way,

which is adjoining, abutting, adjacent and contiguous with the real estate owned by First Party herebefore described, and

WHEREAS, First Party and Second Party for themselves, their assigns and successors in interest desire to legally divide and provide for the ownership, maintenance and replacement of the partition fence between the above described tract of land and to fix the rights, duties and obligations of the parties with respect thereto.

#3. Fence Agreement
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NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, these parties do hereby agree and contract as follows:

- 1.- First Party, the grantees, heirs, devisees, personal representatives, assigns and successors in interest shall be responsible for the maintenance, repair and replacement when necessary of the East 1473.78 feet of the partition fence running between First Party and Second Party's respective tracts of land herebefore described.
- 2.- Second Party, the grantees, heirs, devisees, personal representatives, assigns and successors in interest shall be responsible for the maintenance, repair and replacement when necessary of the West 1,817.03 feet of the partition fence running between First Party and Second Party's respective tracts of land herebefore described.
- 3.- It is further stipulated and agreed between First Party and Second Party that this instrument shall constitute a permanent and binding agreement, which shall run with the ownership of the two tracts of real estate described herein.

FIRST PARTY

SECOND PARTY

Donna L. Smith
Donna L. Smith

Michael H. Frey
Michael H. Frey
Penny L. Frey
Penny L. Frey

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 4 day of ^{March} ~~February~~, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donna L. Smith 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.

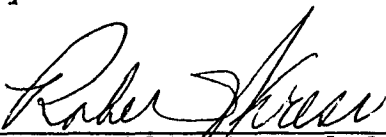
Dean R. Nelson
Notary Public in and for the
State of Iowa.



#4. Fence Agreement
Smith - Frey

STATE OF IOWA :
 : SS
MADISON COUNTY :

On this 4 day of ^{MARCH} February, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael H. Frey and Penny L. Frey 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.

(S E A L)

