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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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FENCE AGREEMENT

This Agreement is made and entered into this 26th day of August, 2011, by and between Nickolas L. Boyle and Beverly A. Boyle, husband and wife, hereinafter referred to as "Boyles"; and Brent Findley, hereinafter referred to as "Findley";

WITNESSETH:

Boyles own the following described real estate situated in Madison County, Iowa herein designated as the "Boyle Parcel", to-wit:

The South 110 Acres of the Northeast Quarter (NE¹/₄) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, EXCEPT a tract described as follows: Commencing at the Northeast Corner of the South 110 Acres of the Northeast Quarter (NE¹/₄) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., running thence South five (5) chains, thence West six (6) chains, thence North five (5) chains, thence East six (6) chains to the point of beginning, AND EXCEPT a tract described as follows: Commencing as a point 458 feet North of the Southeast Corner of the Northeast Quarter (NE¹/₄) of Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., thence West 340 feet, thence North 246 feet, thence West 52 feet, thence North 263 feet, thence East 255 feet, thence North 47 feet, thence East 137 feet to the East line of said Northeast Quarter (NE¹/₄), thence South along the East line of said Northeast Quarter (NE¹/₄) 556 feet to the point of beginning.

Findley owns the following described real estate situated in Madison County, Iowa herein designated as the "Findley Parcel", to-wit:

Southeast Quarter (SE $\frac{1}{4}$), EXCEPT that part of Parcel "B" located in the SE $\frac{1}{4}$ as described in Plat of Survey filed April 11, 1996 in Book 2 on Page 669 in the office of the Madison County Recorder, AND EXCEPT Parcel "A" in the E $\frac{1}{2}$ of the SE $\frac{1}{4}$, as described in Plat of Survey recorded on February 15, 2011 in Book 2011 on Page 479, in the office of the Madison County Recorder; all in Section Twenty-one (21), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M.

The Boyle Parcel and the Findley Parcel share a common boundary line. The South boundary line of the Boyle Parcel also constitutes the North boundary line of the Findley Parcel. Boyles and Findleys desire to enter into this agreement to provide for the ownership, maintenance and replacement of the partition fence situated on the common boundary line that separates their respective properties.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties do hereby agree as follows:

1. Boyles, at their expense, shall own the East One-half (E $\frac{1}{2}$) of the perimeter fence situated on the common boundary separating the Boyle Parcel and the Findley Parcel. Boyles at their expense shall maintain, repair, and when necessary replace said fence.

2. Findley, at his expense shall own the West one-half (W $\frac{1}{2}$) of the perimeter fence situated on the common boundary separating the Boyle Parcel and the Findley Parcel. Findley at his expense shall maintain, repair, and when necessary replace said fence.

3. Until amended or released, this agreement shall constitute a permanent and binding covenant which shall run with the ownership of the real estate described herein and shall bind the successors in interest of the parties.

4. This agreement may be amended or released at any time by appropriate agreement entered into for that purpose between Boyles and Findley, their heirs, successors in interest, and assigns, which agreement shall be duly executed, acknowledged, and recorded in the Office of the Recorder of Madison County, Iowa.

IN WITNESS WHEREOF, Boyles and Findley have executed this agreement the day and year above written.

Nickolas L Boyle
Nickolas L. Boyle

Brent Findley
Brent Findley

Beverly A Boyle
Beverly A. Boyle

STATE OF IOWA)
) SS
MADISON COUNTY)

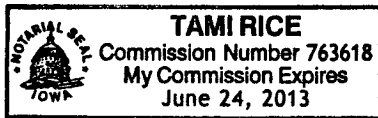
On this 26th day of August, 2011, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Nickolas A. Boyle and Beverly A. Boyle to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Tami Rice
Notary Public in and for the State of Iowa.

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 19th day of August, 2011, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Brent Findley to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Tami Rice
Notary Public in and for the State of Iowa.