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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

WJ Prepared by/Return to: Breanna L. Young, PO Box 370, Earlham, Iowa 50072 T: (515)758-2267  
 Grantors: Connie M. Piatt Allen, Curtis Allen, David D. Boyle, & Carolyn S. Boyle  
 Grantees: Connie M. Piatt Allen, Curtis Allen, David D. Boyle, & Carolyn S. Boyle  
 Taxpayers: Connie M. Piatt Allen, 176 Country Club Dr., Osceola, IA 50213  
 David D. Boyle & Carolyn S. Boyle, 1491 150th St., Earlham, IA 50072

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### FENCE AGREEMENT

THIS FENCE AGREEMENT ("Agreement") is entered into this 25<sup>th</sup> day of April, 2012, by and between Connie M. Piatt Allen and Curtis Allen, wife and husband (collectively, "Allens"); and David D. Boyle and Carolyn S. Boyle, husband and wife (collectively, "Boyles").

### RECITALS

A. Allen Parcel. Connie M. Piatt Allen owns real estate located in Madison County, Iowa, legally described as: W $\frac{1}{2}$  SE $\frac{1}{4}$  and W 10 acres of the E $\frac{1}{2}$  SE $\frac{1}{4}$  of Sec. 26 in Twp. 77 N, Range 29 W. of the 5th P.M. (the "Allen Parcel").

B. The Boyle Parcel. Boyles own real estate located in Madison County, Iowa, legally described as: E 35 acres of the SE $\frac{1}{4}$  of Sec. 26 in Twp. 77 N, Range 29 W of the 5<sup>th</sup> P.M. (the "Boyle Parcel").

C. Layout of Parcels. The Allen Parcel lies immediately west of the Boyle Parcel. The Parcels share a common border running north to south, and a fence is situated on the border. The fence is bisected by a wire panel gate (the "Panel Gate"). A floodgate is situated near 150th Street, Earlham, Iowa, on the Boyle Parcel (the "Floodgate").

D. Agreement of Parties. The parties desire to remove the existing fence and remove trees from the Parcels, and construct and maintain a new fence on their common border.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### TERMS

1. Fence Removal. The parties shall remove all fence standing north of 150th Street, Earlham, Iowa, consisting of approximately 160 rods of fence. All costs associated with the fence removal shall be borne 60% by Allens, and 40% by Boyles.

2. Tree Removal. After compliance with paragraph 1 hereof, the parties shall remove from both Parcels all trees standing north of the Floodgate. After their removal, all trees and stumps shall be placed on the Allen Parcel, and shall be considered the sole property of Allens. All costs associated with said tree removal shall be borne 60% by Allens, and 40% by Boyles.

3. New Fence. After compliance with paragraphs 1 and 2 hereof, the parties shall construct a new fence in the same location as the fence removed under paragraph 1 hereof. The parties' obligations to construct and maintain said fence shall be as follows:

3.1. Duties of Allens. Allens shall bear all costs associated with the construction of the portion of the fence to be erected north of the Panel Gate, consisting of approximately 80 rods of fence. Allens shall maintain and keep in good repair said portion of the fence, and shall bear all costs associated with the same. The wire on said portion of the fence shall be attached to the west side of the fence posts.

3.2. Duties of Boyles. Boyles shall bear all costs associated with the construction of the portion of the fence to be erected south of the Panel Gate and north of 150th Street, Earlham, Iowa, consisting of approximately 80 rods of fence. Boyles shall maintain and keep in good repair said portion of the fence as well as the Floodgate, and shall bear all costs associated with the same. The wire on said portion of the fence shall be attached to the east side of the fence posts.

4. Binding Agreement. This Agreement constitutes covenant that shall run with the title to the Allen Parcel and the Boyle Parcel, and shall bind the parties' successors in interest.

5. Amendment; Release. This Agreement may be amended or released at any time only upon written agreement between Allens and Boyles or their heirs, successors in interest, or assigns, which agreement shall be duly executed, acknowledged, and recorded in the Office of the Recorder of Madison County, Iowa.

