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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

**FENCE AGREEMENT**  
**Recorder's Cover Sheet**

**Preparer Information:** Jerrold B. Oliver, P. O. Box 230, Winterset, IA 50273, Phone: (515) 462-3731

**Taxpayer Information:** Gillespie Family Farms, L.L.C., 1776 North River Trail, Winterset, IA 50273

✓ **Return Address:** Gillespie Family Farms, L.L.C., 1776 North River Trail, Winterset, IA 50273

**Grantors:** Gillespie Family Farms, L.L.C.

**Grantees:** Shirley M. Daggett

**Legal Description:** See Page 2

## FENCE AGREEMENT

This Fence Agreement made and entered into by and between Gillespie Family Farms, L.L.C., and Shirley M. Daggett, Single.

WHEREAS, Gillespie Family Farms, L.L.C. is the owner of the following described real estate:

The Fractional East Half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Four (4), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa, except the West 2 acres of the Northeast Fractional Quarter ( $\frac{1}{4}$ ) of said Northeast Quarter ( $\frac{1}{4}$ ).

WHEREAS, Shirley M. Daggett is the owner of the following described real estate:

West Forty-two (42) Acres of the North Half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) and the Southwest Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) except Parcels A and B, Section Four (4), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5<sup>th</sup> P.M., Madison County, Iowa.

NOW THEREFORE, it is agreed as follows:

1. Gillespie Family Farms, L.L.C. agrees to repair and maintain and replace if necessary the North Half of the fence which is located on the boundary line or approximately on the boundary line between the two above described tracts of real estate.
2. Shirley M. Daggett agrees to repair and maintain and replace if necessary the South Half of the fence which is located on the boundary line or approximately on the boundary line between the two above described tracts of real estate.

3. The parties understand agree that some portions of said fence are not located on the exact boundary line between said tracts of real estate. The location of the fence is not necessarily the boundary line between said tracts of real estate, and shall not thereafter be established as the boundary line between said tracts of real estate. The boundary lines shall remain as determined by the legal descriptions set forth above.

4. This Agreement shall be binding upon the parties, their heirs, successors and assigns.

Dated this 17 day of March, 2014.

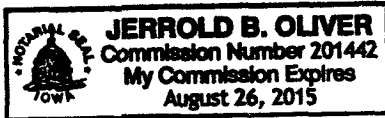
GILLESPIE FAMILY FARMS, L.L.C.

By Lori A. Ryner, Manager  
Lori A. Ryner, Manager

Shirley M. Daggett  
Shirley M. Daggett

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 17 day of March, 2014, by Lori A. Ryner, Manager of Gillespie Family Farms, L.L.C.



Jerrold B. Oliver  
Notary Public in and for said State of Iowa

STATE OF IOWA, COUNTY OF MADISON

This instrument was acknowledged before me on this 4 day of April, 2014, by Shirley M. Daggett.

Carol Kiernan  
Notary Public in and for said State of Iowa

