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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee 6.50

ROAD AND FENCE AGREEMENT

This agreement by and between Nick Meader, single, C.H. Meader, single, Leo K. Meader and Dorothy Meader, husband and wife, and Harry Lyle Meader, single, WITNESSETH:

Each of the parties hereto; does hereby grant, bargain and convey to each of the other parties hereto; an easement right and license to construct and utilize a roadway over and across the premises described and owned by:

Harry Lyle Meader

The West 30 feet of the North Half of the North Half of the Northwest Quarter of Section Twenty-six (26) Township Seventy-four (74) North Range Twenty-seven (27) West of the 5th P.M.

C.H. Meader

The West 30 feet of the South Half of the North Half of the Northwest Quarter of Section Twenty-six (26) Township Seventy-four (74) North Range Twenty-seven (27) West of the 5th P.M.

Lee K. Meader

The West 30 feet of the North Half of the South Half of the Northwest Quarter of Section Twenty-six (26) Township Seventy-four (74) North Range Twenty-seven (27) West of the 5th P.M.

Nick Meader

The West 30 feet of the South Half of the South Half of the Northwest Quarter of Section Twenty-six (26) Township Seventy-four (74) North Range Twenty-seven (27) West of the 5th P.M.

The intent of this grant is that each of the parties hereto, being the owners of the above described individual tracts, their assigns and successors in interest, may utilize the West 30 feet of each individual 40 acre parcel of land as a means of ingress and egress to and from their own parcel of land. This grant of easement shall be prepetual and shall be a covenent running with the land.

For the purposes hereof, each of the parties hereby agrees that a roadway shall be constructed across the West 30 feet of the Northwest Quarter (NW¼), Section Twenty-six (26) Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M. and that each of the parties hereto agrees to pay one-fourth of the cost of construction of said

roadway. Said construction shall be to minimum standards to allow ingress and egress to and from the individual tracts by farm machinery and equipment.

The parties hereto further agree that the entire tract may be surveyed and the corners of each individual tract staked, pursuant to said survey and each party agrees to pay one fourth of said expense.

It is further agreed that the parties shall construct and maintain fences between the individual tracts as follows:

Harry Lyle Meader shall construct and maintain the east half of the fence between the North half and the South half of the North half of the Northwest Quarter, Section Twenty-six (26) Township Seventy-four (74) North Range Twenty-seven (27).

C.H. Meader shall construct and maintain the West half of the fence between the North Half and the South Half of the North Half Northwest Quarter, Said Section 26 and the West half of the fence between the North Half of the South Half of said Northwest Quarter, Section 26.

Leo K. Meader shall construct and maintain the East ½ of the fence between the North Half and the South Half of said Section 26 and the East Half of the fence between the North Half and the South Half of the South Half of the Northwest Quarter of said Section 26.

Nick Meader shall construct and maintain the West Half of the fence between the North Half and the South Half of the South Half of the Northwest Quarter of said Section 26.

Said fence shall be constructed when request by the owner of any adjoining tract of land.

This agreement is in consideration of the mutual promises and agreements herein contained and is in furtherance of the division of the Northwest Quarter of Section Twenty-six (26) Township Seventy-four (74) North Range Twenty-seven (27) between the parties.

Dated this 14th day of November, 1974.

Leo K. Meader
LEO K. MEADER

Nick Meader
NICK MEADER

Dorothy Meader
DOROTHY MEADER

C. H. Meader
C. H. MEADER

Harry Lyle Meader
HARRY LYLE MEADER

STATE OF IOWA)
) ss
MADISON COUNTY)

On this 18th day of March, 1976 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Leo K. Meader, Dorothy Meader, and C. H. Meader, to me and Harry Lyle Meader 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.

Leonard M. Flander

Leonard M. Flander Notary Public in and for the State Of Iowa.

STATE OF Minnesota)
) ss
Beltrami COUNTY)

On this 11th day of March, 1976 before me, the undersigned, a Notary Public in and for the State of ~~Iowa~~ Minnesota, personally appeared Nick Meader, 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.

Lucille L Neumann

NOTARY PUBLIC in and for the State of Minnesota.

LUCILLE L. NEUMANN
NOTARY PUBLIC - MINNESOTA
BELTRAMI COUNTY
My Commission Expires FEB. 12, 1980