



Document 2016 2312

Book 2016 Page 2312 Type 06 013 Pages 5

Date 8/09/2016 Time 3:57:24PM

Rec Amt \$27.00

INDX
ANNO
SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

FENCE AGREEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Jane E. Rosien, 223 E. Court Avenue, P.O. Box 67, Winterset, IA 50273-0067
(515) 462-4912

Taxpayer Information: (name and complete address)

Daniel K. Ryner and Lori A. Ryner, 1776 North River Trail, Winterset, IA 50273

Return Document To: (name and complete address)

Jane E. Rosien, 223 E. Court Avenue, P.O. Box 67, Winterset, IA 50273-0067

Grantors:

Allen Akers
Patty Jean Akers

Grantees:

Daniel K. Ryner
Lori A. Ryner

Legal Description: See Page -2-

Document or instrument number of previously recorded documents: N/A

FENCE AGREEMENT

This Fence Agreement is made this 5th day of August, 2016 between Allen Akers and Patty Jean Akers, husband and wife, and Daniel K. Ryner and Lori A. Ryner, husband and wife,

WHEREAS, Allen Akers and Patty Jean Akers, are the owners of certain real estate legally described as follows:

The Southwest Fractional Quarter (1/4) of the Northwest Quarter (1/4) lying South of the Main Channel of North River, AND the North Half (1/2) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4) AND Lot Four (4) of the Southwest Quarter (1/4) of the Northeast Quarter (1/4), AND Lot Three (3) of the Northwest Quarter (1/4) of the Northeast Quarter (1/4), AND all that part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) lying South of the Main Channel of North River, ALL in Section Seven (7) in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, AND

The East 22 and 3/8 acres of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

WHEREAS, Daniel K. Ryner and Lori A. Ryner, are the owners of certain real estate legally described as follows:

The Northwest Quarter (1/4) of the Northeast Quarter (1/4) except Lot Three (3); and except Auditor's Parcel Letter E located in the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of Section Seven (7), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, as shown by the Plat of Survey recorded in the Madison County Iowa Recorder's Office on February 6, 2001, in Book 2001 at Page 420; AND the Southwest Quarter (1/4) of the Northeast Quarter (1/4) except Lot Four (4); AND the South One-half (1/2) of the Southeast Quarter (1/4) of the Northwest Quarter (1/4); AND the Northeast Quarter (1/4) of the Southwest Quarter (1/4) all in Section Seven (7), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

WHEREAS, the parties desire to set forth their respective responsibilities and obligations for the erection, maintenance, repair and replacement of partition fence between the tracts of land described above.

NOW THEREFORE, in consideration of this writing and the mutual promises contained herein, it is agreed as follows:

1. The parties shall equally share responsibility for and the cost of erection, maintenance, repair and replacement of the partition fence between the two tracts of land described above.

2. If partition fence between the two tracts of land described above ever shall need to be erected or replaced, a "lawful fence", as defined in Iowa Code Chapter 359A, shall be erected. Each party will equally share responsibility for and the cost of erection or replacement.

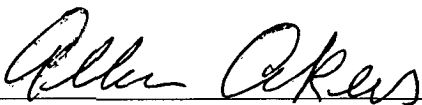
3. The parties understand and agree that portions of the partition fence are not, or may not be, located on the exact boundary lines of the tracts of land owned by each party. The partition fence and location thereof is not intended to any way change or otherwise create new boundary lines for the tracts of land owned by each party nor to in any way change ownership of any portion of the tracts of land and shall not be used or construed to do so under any circumstances. The parties fully intend that ownership of their respective tracts of land shall at all times continue to be in accordance with the legal descriptions set forth in this Fence Agreement. The partition fence is not and shall not be construed as mutual recognition, consent or any form of acquiescence by the parties to any different boundary or dividing line of their respective tracts of land.

4. The parties understand that, in locations where the partition fence may vary from the exact boundary lines of the tracts of land owned by each party, the livestock of one party may be in or on the property of the other party. The livestock owner shall remain liable for damages caused by his or her livestock and shall hold the other party harmless and shall indemnify him or her. The possession or use of land owned by one party by or for the livestock of the other party also is not intended to any way change or otherwise create new boundary lines for the tracts of land owned by

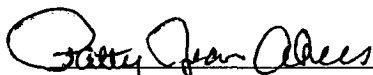
each party nor to in any way change ownership of any portion of the tracts of land and shall not be used or construed to do so under any circumstances. The parties fully intend that ownership of their respective tracts of land shall at all times continue to be in accordance with the legal descriptions set forth in this Fence Agreement. The possession or use of land owned by one party by or for the livestock of the other party is not and shall not be construed as mutual recognition, consent or any form of acquiescence by the parties to any different boundary or dividing line of their respective tracts of land.

5. The parties mutually agree and assent that no action, quiet title or otherwise, will be filed to claim ownership of any portion of the tracts of land owned by the other party and which are part of and affected by this Fence Agreement.

6. It is further agreed that this Fence Agreement touches and concerns the tracts of land described above and is binding upon all heirs, successors in interest, legal representatives and assigns of the respective parties hereto.



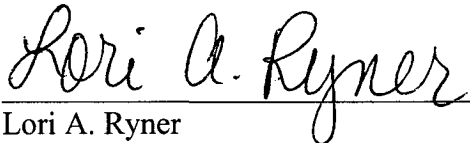
Allen Akers



Patty Jean Akers



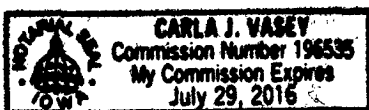
Daniel K. Ryner

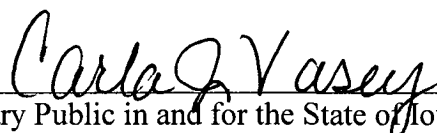


Lori A. Ryner

STATE OF IOWA, MADISON COUNTY, ss;

On this 15th day of July, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen Akers and Patty Jean Akers to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.





Notary Public in and for the State of Iowa

STATE OF IOWA, MADISON COUNTY, ss;

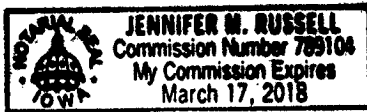
On this 15th day of July, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel K. Ryner to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



Carla J. Vasey
Notary Public in and for the State of Iowa

STATE OF IOWA, MADISON COUNTY, ss;

On this 5th day of ~~July~~ August, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Lori A. Ryner to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.



J. M. Russell
Notary Public in and for the State of Iowa