Municipal Corporation; and that said instrument was by them signed and sealed on behalf of said Municipal Corporation, by authority of its board of directors, and each of them acknowledged the execution of said instrument to be the voluntary act and deed of said Municipal Corporation, by it and each of them voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

NOTARIAL SEAL

Daniel J. Gallery Notary Public
in and for Madison County, Iowa.

Madison Twp. Clerk
To
Josephine & David McKee &
Eber Duff Estate

#2775 VGH
Fee $1.00

Filed for record the 21 day of April A. D. 1954 at 9:45 o'clock A. M.
Wilma M. Wade, Recorder

FENCE AGREEMENT

April 21 - 1954

SW¼ of the NW¼ of Sec. 27 - Josephine & David McKee - owner

NW¼ NW¼ of Sec 27-77-28 - Eber Duff - owner

Cost of fence erected on the South line of the North West one fourth (NW¼) of the North West one fourth (NW¼) of Sec. 27 township 77 North, range 28 West of the 5th P.M. Iowa.

Labor for clearing fence row and erecting fence	$ 196.50
Fence material	182.28
Trustees called as fence viewers	16.00
Total	$394.78

DUFF ESTATE	-
-	-

COMPARED

Grant J. Martens
Twp. Clerk Madison Twp.

For description see instrument recorded Fence Rec. Page 118

M. L. Haines
To
Fred L. Warren & wife &
Virgil E. Smith

#2791 VGH
Fee $ 1.80

Filed for record the 22 day of April A. D. 1954 at 8:45 o'clock A. M.
Wilma M. Wade, Recorder
Mary E. Welty, Deputy

PARTITION FENCE AGREEMENT

THIS AGREEMENT made and entered into this 14th day of December, A. D. 1953 by and between M. L. Haines as first party, Virgil E. Smith as second party, and Fred L. Warren and wife, Laurrene Warren, as third party, WITNESSETH:

WHEREAS, said M. L. Haines was the owner of all of the East Half of the Northwest Quarter of Section 32, in Township 76 North, Range 27, West of the 5th P. M., Madison County, Iowa, lying North of the right-of-way of the C.R.I. & P.R.R. Company until February 6, 1952 when he sold and conveyed by Deed (See Madison County, Iowa, Deed Record 86, page 97) to said Virgil E. Smith the East 3 acres (exclusive of public highway) thereof as shown by survey and Plat of said 3 acres recorded in Plat Book 1, page 84 of the records of said County; and

WHEREAS, the exact location of the West line of said 3 acres was determined at the time of said Survey and an entirely new legal partition fence was erected on said line by said first and second parties jointly but no division of said fence line was made by said parties for its future upkeep and maintenance; and

WHEREAS, the length of said West line of said 3 acres is 849.65 feet as shown by the record of said Survey and Plat; and

WHEREAS, said Virgil E. Smith on July 20, 1953 sold and conveyed by Deed (See Madison County, Iowa, Deed Record 87, page 58) to said Fred L. Warren and wife a part of said 3 acres adjacent to said fence so tha said Smith now owns only the North and South parts of said 3 acres.

NOW, THEREFORE, it is hereby agreed and understood by and between all parties hereto as to the future upkeep and maintenance of said partition fence along the West line of said 3 acres as follows, to-wit:

That said Virgil E. Smith will keep in good and proper repair and maintain at all times a proper and legal fence along the North 292 feet of said partition fence line between first party's land and the North 292 feet of said 3 acres which is now owned by said Smith; and

That said Fred E. Warren and wife, Laurrene Warren (or either one) will keep in good and proper repair and maintain at all times a proper and legal fence along the South 397.91 feet of the North 689.91 feet of said partition fence line between first party's land and the land now owned by them, being all the fence line along the West side of said tract now owned by said Warren; and

That said M. L. Haines will keep in good and proper repair and maintain at all times a proper and legal fence along the South 159.74 feet of said partition fence line between first party's land and the South part of said 3 acres which is now owned by said Smith, except that said Smith shall be liable for repairs due to accident(s) from other causes than livestock and/or natural deterioration.

IT IS FURTHER AGREED AND UNDERSTOOD BY AND BETWEEN all parties hereto that in event of further sale and division of any part of said 3 acres by the said Smith and/or Warrens that this Agreement shall extend to and bind their grantees, and the heirs, administrators, executors and assigns of said second and/or third parties' grantees; and that this Agreement shall continue and be binding upon the grantees, heirs, administrators, executors or assigns of the undersigned parties

to this agreement.

M. L. Haines
First Party
Virgil E. Smith
Second Party

Fred L. Warren
Laurrene Warren
Third Party

State of Idaho County of Nez Perce) ss:

Be It Remembered that on this 22 day of January, A. D. 1954, before the undersigned, a Notary Public in and for said County and State, personally appeared M. L. HAINES to me personally known to be the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution of the said instrument to be his voluntary act and deed, and that he executed the same for the purposes therein mentioned.

WITNESS my hand and Notarial Seal on the day and year last above written.

E. A. Stellman Notary Public
in and for said County and State.
My Commission expires Dec. 17, 1956.

(Notarial Seal)

State of Iowa, Madison County, ss

Be It Remembered that on this 15th day of January, A. D. 1954, before me the undersigned, a Notary Public in and for said County and State, personally appeared VIRGIL E. SMITH, FRED L. WARREN and LAURRENE WARREN, to me personally known to be the identical persons whose names are subscribed to the within and foregoing instrument and acknowledged the execution of the said instrument to be their voluntary act and deed, and that ~~they executed~~ the same for the purposes therein mentioned.

WITNESS ~~my hand and~~ Notarial Seal on the day and year last above written.

NOTARIAL SEAL

Harry F. Anderson Notary Public
in and for Madison County, Iowa.

W. B. Green
To
Earl Dudney &
Lucille Dudney

#3215

Fee $1.00 VGH

Filed for record the 18 day of May A.D. 1954 at 3:00 O'clock P.M.

Wilma M. Wade, Recorder

FENCE AGREEMENT

This agreement entered into by and between, W. B. Green and Earl Dudney and Lucille Dudney, To-wit the following fence line is accepted by each of us. Commencing at a point in SW¼ NW¼ of Section 26, adjoining US Highway 169 and extending westward to the ditch is the fence line of Earl and Lucille Dudney, thence westward to the corner of SW¼ NW¼ section 26 is the property of W B Green, thence South to point halfway on the West side of SW¼ NW¼ is the property line of Earl and Lucille Dudney, thence Southward on the same line to the road is the property line of W B Green, thence across the road on the west line of a 8.5 acre tract owned by Earl and Lucille Dudney and situated in the Southeast corner of Section 27, the North one half is the property of Earl and Lucille Dudney