and maintained as to constitute a legal fence under the laws of the State of Iowa, and that in case they shall fail to agree as to the same, they will abide by the determination of the Fence Viewers of Douglas Township, Madison County, Iowa.

In Witness Whereof we have hereunto set our hand the day and year first herein written.

Oscar Hildebrand Owner
D. I. Painter Owner

State of Iowa Madison County) ss.

On this 22nd day of July A. D. 1954, before me, the undersigned, a Notary Public in and for said County and State, came OSCAR HILDEBRAND and D. I. PAINTER, personally to me known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

In Testimony Whereof I have hereunto subscribed my name and affixed my seal on the date last above written.

NOTARIAL SEAL

Charles D. Van Werden Notary Public in and for said County.

Trustees Grand River Twp. Adair County, Iowa. #4921
To
Orie Lowden & Dora I. Lowden

Filed for record the 4 day of October A. D. 1954 at 10:50 o'clock A. M.
Fee $ 2.60 VGH
Wilma M. Wade, Recorder

DECISION OF GRAND RIVER TOWNSHIP FENCEVIEWERS

GRAND RIVER TOWNSHIP, ADAIR COUNTY, IOWA.

That on the 25th day of May, 1954 at 1 o'clock P. M., the trustees of Grand River Township, Adair County, Iowa, being Leonard Haaf, Dean Childs, and Claire Johnston, met at the line fence between the following described real estate pursuant to an agreement in writing made and entered into by Orie Lowden and Dora I. Lowden on the 11th day of May, 1954, a copy of which is hereto attached and marked "Exhibit A" and by this reference made a part hereof.

That the said Dora I. Lowden is the owner of the East half (E½) of the Southeast Quarter (SE¼) of Section One (1), Township Seventy-five (75) North, Range Thirty (30) West of the 5th P. M., and that the said Orie Lowden is the owner of the West half (W½) of the Southwest Quarter (SW¼) of Section Six (6), Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P. M.

That after taking into consideration all facts and evidence available, and making an examination of the grounds in question, and both parties above named being personally present, and the following decision being

made known to each party, it is hereby decided and ordered as follows:

That the said Dora I. Lowden, her heirs and assigns is the owner of the South 100 rods of said line fence located between the above described real estate, and is hereby given the duty and responsibility of erecting and maintaining said portion of said line fence.

That the said Orie Lowden, his heirs and assigns, is the owner of the North 60 rods of said line fence located between the above described real estate, and is hereby given the duty and responsibility of erecting and maintaining said portion of said line fence.

That said line fence shall be a "tight fence" consisting of 26 in woven wire, three barb wires on top and posts not to exceed one rod apart.

That in the event either party desires to level or fill along the fence line any dirt so used must be taken from the land of the party performing the leveling, filling or bull dozing and not from the land of the other party hereto.

That the said Orie Lowden is hereby ordered and decreed to pay the costs of this proceedings.

The provisions of the foregoing order are to be complied with on or before July 19, 1954.

Unless the foregoing order is complied with within thirty days from the time fixed, the necessary work will be done, its value fixed by the undersigned fenceviewers, which, together with costs, will be taxed in accordance with the provisions of Section 113.6 of the 1954 Code of Iowa.

Dated this 25th day of May, 1954.

Signed this 15th day of June, 1954.

Leonard Haaf
Claire Johnston
Dean L. Childs
Twp. Trustees (Ex-officio Fenceviewers)

Attest:
Harvey Vandewater
Township Clerk.

CERTIFICATE OF TOWNSHIP CLERK

State of Iowa, Adair County, SS.

I, Harvey Vandewater, Township Clerk of Grand River Township, Adair County, State of Iowa, do hereby certify that the within transcript is a full, true and complete copy of Partition Fence Proceedings as the same appears of record in the Township Clerk's Record of Grand River Township.

Harvey Vandewater

Subscribed and sworn to before me by the said Harvey Vandewater on this 26th day of July, 1954.

Clare H. Williamson

State of Iowa, Adair County, SS.

I do hereby certify under the seal of my office that the signature of the above named Township Clerk is genuine, and that the said Harvey Vandewater was at the time hereinabove named the duly qualified and acting Clerk of the above named Township.

Witness my hand and official seal this 1st day of October, 1954.

(COUNTY AUDITOR'S SEAL) Mary L. Tharp Co Auditor JMD

"Exhibit A"

AGREEMENT TO SUBMIT FENCE DISPUTE TO TRUSTEES OF GRAND RIVER TOWNSHIP, ADAIR COUNTY, IOWA.

WHEREAS, Dora I. Lowden is the owner of the East One-half of the Southeast Quarter (E½SE¼) of Section One (1) Township Seventy-Five (75) North, Range Thirty (30) West of the 5th P. M., Iowa, and

WHEREAS, Orie Lowden is the owner of the West Half of the Southwest Quarter (W½ SW¼) of Section Six (6) Township Seventy-Five (75) North, Range Twenty-Nine (29) West of the 5th P. M., Iowa, and

WHEREAS, both parties are desireous of having the partition fence between the above described real estate divided by the fence viewers of Grand River Township, Adair County, Iowa.

THEREFORE, it is hereby agreed by and between Dora I. Lowden of Winterset, Iowa, and Orie Lowden of Greenfield, Iowa, as follows:

1. That Leonard Haaf, Dean Childs and Claire Johnston , trustees of Grand River Township, Adair County, Iowa, be and they are hereby designated and appointed fence viewers with full power and authority to determine any and all controversies in connection with the partition fence between the above described real estate.

2. The said Dora I. Lowden and Orie Lowden hereby waive any and all written requests by either party to the other for the division of said partition fence and/or to compel the other party to erect and maintain said partition fence or contribute thereto.

3. The said Dora I. Lowden and Orie Lowden hereby waive the five days notice in writing as provided by Section 113.3 of the 1950 Code of Iowa, and consent to the fence viewers meeting on May 25th, 1954, at 1:00 P.M. at the above described partition fence without further notice to the undersigned.

4. The said fence viewers shall determine which portion of the partition fence between the above described real estate shall be erected and maintained by each of said parties and shall determine the kind of

fence to be installed by said parties and the time in which said fence should be erected and completed. Said fence viewers shall also determine any other matters arising in connection with the said partition fence, including the question of whether dirt should be filled along the fence line in order that a partition fence can be properly erected and maintained and from whose land said dirt shall be obtained. The fence viewers shall have the power and authority to settle any other controversy in connection with said partition fence which is brought to their attention at the time of said hearing.

5. The undersigned owners especially waive any requirement that the fence viewers be selected from the trustees of the adjoining townships and consent and agree that the trustees of Grand River Township shall act as fence viewers and that their decision shall be binding on all parties concerned.

6. All orders and decisions by the fence viewers shall be in writing signed by at least two of them and filed with the Township Clerk of Grand River Township, Adair County, Iowa. The Township Clerk of Grand River Township shall record all of said orders, decisions and agreements in the Office of the Recorder of deeds of Adair County, Iowa and Madison County, Iowa.

7. It is further agreed that if the above fence viewers cannot be present at the above time and place that said viewers shall have the power to adjourn said meeting without further notice to the undersigned to such time as said fence viewers can meet and determine said controversy. If one of said fence viewers is unable to attend the meeting the remaining fence viewers shall have the power and authority to appoin another fence viewer who shall have all rights, powers and authority of the original fence viewer.

Dated at Greenfield, Iowa, this 11th day of May, 1954.

(signed) Dora I. Lowden
(signed) Orie Lowden

State of Iowa Adair County SS.

On this 13th day of May, 1954, before me a Notary Public in and for said County personally appeared Orie Lowden, to me known to be the perso named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

(signed) J. E. Don Carlos NOTARY PUBLIC
(Seal) IN AND FOR ADAIR COUNTY, IOWA

State of Iowa Adair County, SS.

On this 11th day of May 1954, before me a Notary Public in and for said County personally appeared Dora I. Lowden, to me known to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

(seal) (signed) C. H. Williamson NOTARY PUBLIC IN AND FOR ADAIR COUNTY, IOWA.

COMPARED

Crawford Twp. Trustees To John King and Edgar Mahan et al VGH

#5101 Fee $1.20

Filed for record the 19 day of October A. D. 1954 at 2:05 o'clock P. M. Wilma M. Wade, Recorder Mary E. Welty, Deputy

FENCE VIEW

John King V.S. R. H. Willits and Edgar and Darlene Mahan

The Crawford Township Trustees met Oct. 5, 1954 at 1:00 P. M. at the John King farm, the purpose of meeting to settle a fence dispute action being brought by John King, Trustees present were Rob't Lull, Lew Wildin, and Otis Speer. The fence in dispute was the partition fences between lands owned by John King and Edgar and Darlene Mahan.

The following is the decision made by Crawford Township Trustees in regard to fence dispute.

Beginning at Northwest corner of N. W. ¼ of N.W. ¼, Sec. 23, running south on section line, approximately 35 rod to a point midway between two large ditches. This fence including north ditch shall be maintained by John King. From this point midway between said ditches, south along section line to southwest corner of N.W. ¼ of N.W. ¼, Sec. 23, including two ditches shall be maintained by Edgar Mahan. Beginning at northwest corner of S. W. ¼ of N. W. ¼ Sec. 23, and running south along section line to county rock road, shall be maintained by John King.

Beginning at Southwest corner of N.W. ¼ of S.W. ¼, Sec. 23, running east 40 rod on line between N.W. ¼ and S.W. ¼ of S.W. ¼, Sec. 23, this fence to be maintained by John King. Continuing east on line between N.W. ¼ and S.W. ¼ of S.W. ¼, Sec. 23 to southeast corner of N.W. ¼ of S.W. ¼, Sec. 23, this fence to be maintained by Edgar Mahan.

Beginning at southeast corner of N.W. ¼ of S.W. ¼ Sec. 23, running north along line between N.W. ¼ and N.E. ¼ of S.W. ¼, Sec. 23, to gate in fence, this fence to be maintained by John King. Beginning at gate in fence and running north on line between N.W. ¼ and N.E. ¼ of S.W. ¼, Sec. 23, this fence to be maintained by Edgar Mahan.

Beginning at northwest corner of N.E. ¼ of S.W. ¼ Sec, 23, running east approximately 20 rod on line between N.E. ¼ of S.W. ¼, Sec. 23,