for Madison County, personally appeared Henry Iiams, to me known to be the person named in and who executed the above and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

C. R. Bentz Notary Public
in and for Madison County, Iowa

NOTARIAL SEAL

B. M. Holiday To Ernest T. Vierling

#2040

Fee $1.40

Filed for record the 14 day of April A. D. 1960 at 3:15 o'clock
Mary E. Welty, Recorder
Shirley G. Henry, Deputy

PARTITION FENCE AGREEMENT

Whereas the undersigned, B. M. Holiday, of Scott Township, Madison County, Iowa, is the owner of the real estate described as follows:

> The North Half (½) of the Northwest Quarter (¼) of Section 15, and the Southwest Quarter (¼) of the Northwest Quarter (¼) of Section 15, Township 75 North, Range 27 West of the Fifth P. M., Madison County, Iowa, and

Whereas, the undersigned, Ernest T. Vierling, of Scott Township, Madison County, Iowa, is the owner of real estate described as follows:

> The Southeast Quarter (¼) of the Northwest Quarter (¼) of Section Fifteen, Township 75 North, Range 27 West of the Fifth P. M., Madison County, Iowa, and

Whereas the said two tracts of real estate adjoin each other and it is desirable and necessary that there be maintained by the parties between the same a lawful partition fence;

Now, therefore, it is agreed by the said parties hereto that the said partition fence between said tracts shall be constructed and maintained by them as follows:

> The fence running East and West dividing said two tracts or a total of 80 rods, more or less, to be maintained and kept in repair so as to constitute a statutory hog-tight partition fence at the expense of the above named B. M. Holiday.
>
> The fence running North and South dividing said two tracts or a total of 80 rods, more or less, to be maintained and at all times kept in repair so as to constitute a statutory hot-tight partition fence at the expense of Ernest T. Vierling.

It is further agreed by and between said parties that the District Court of the State of Iowa in and for Madison County, shall have full and complete authority to enforce this agreement or any part thereof and to do so in such maner as may be just and equitable in the premises.

It is further agreed between the parties hereto that this agreement shall be binding upon them, their grantees, administrators, heirs, devisees, successors or assigns and shall constitute and be construed as a covenant running with the said real estate.

In witness whereof we have hereunto offixed our signatures this 4th day of March, 1960.

B. M. Holiday
B. M. Holiday

Ernest T. Vierling
Ernest T. Vierling

STATE OF IOWA MADISON COUNTY) SS.

On this 4th day of March, 1960, before me Emery L. Goodenberger, Notary Public in and for Madison County, Iowa, personally appeared B. M Holiday and Ernest T. Vierling to me know to be the persons who executed the foregoing instrument and acknowledged that they executed the same as their volintary act and deed.

NOTARIAL SEAL

Emery L. Goodenberger Notary Public in and for Madison County, Iowa.

B. M. Holiday To G. C Paullin

#2041

Fee $1.40

Filed for record the 14 day of April A. D. 1960 at 3:18 o'clock P.M.
Mary E. Welty, Recorder
Shirley G. Henry, Deputy

PARTITION FENCE AGREEMENT

Whereas the undersigned G C. Paullin, of Scott Township, Madison County, Iowa, is the owner of the real estate described as follows:

> The North Half of the Northeast Quarter (¼) of Section Fifteen (15), Township 75 North, Range 27 West of the Fifth P. M., Madison County, Iowa, and

Whereas the undersigned B. M. Holiday, of Scott Township, Madison County, Iowa, is the owner of the real estate described as follows:

> The North Half (½) of the Northwest Quarter (¼) of Section 15, and the Southwest Quarter (¼) of the Northwest Quarter (¼) of Section 15, Township 75 North, Range 27 West of the Fifth P. M., Madison County, Iowa, and

Whereas the said two tracts of real estate adjoin each other and it is desirable and necessary that there be maintained by the parties between the same a lawful partition fence;

Now, therefore, it is agreed by the said parties that the said partition fence between said tracts shall be constructed and maintained by them as follows:

> The North one-half of said fence or a total of 40 rods, more or less, to be erected, maintained, and at all times kept in repair so as to constitute a statutory hog-tight partition fence at the expense of the above named G.C. Paullin.
>
> The South one-half of said fence or a total of 40 rods, more or less, to be erected, maintained and at all times kept in repair so as to constitute a statutory hog-tight partition fence at the expense of the above named B. M. Holiday.

It is further agreed by and between said parties that the District Court of the State of Iowa in and for Madison County, shall have full and complete authority to enforce this agreement or any part thereof to do so in such manner as may be just and equitable in the premises.