appeared Bernard L. Hess and Joseph A. Hess personally to me known to be the identical person whose name is affixed to the above instrument as grantor and acknowledged the execution of the same to be their voluntary act and deed for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last above written.

NOTARIAL SEAL

Jno. N. Hartley Notary Public
in and for Madison County, Iowa.

Loren H. Eyerly
To
Earl E. Young

#2822
VJS
Fee $3.50

Filed for record the 20 day of June A. D. 1961 at 3:40 o'clock P. M.
Mary E. Welty, Recorder

FENCE AGREEMENT

WHEREAS, Loren H. Eyerly is the owner of real estate described as follows, to-wit:

> The Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P. M., and

WHEREAS, Earl E. Young is the owner of real estate described as follows, to-wit:

> The Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section Thirteen (13), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P. M., and

WHEREAS, the parties are desirous of establishing a partition fence between said lands, providing for a division thereof, and providing for the type of fence to be constructed,

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. It is hereby agreed that the North - South fence between the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section Thirteen (13) and the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of said Section Thirteen (13) will be maintained by Loren H. Eyerly from the south line of said 40 acre tracts for a distance of approximately 40 rods to the north to a point where a large hedge post is now located, which post is agreed to mark the division line of said fence; and that the said Earl E. Young will maintain said fence from said point north to the road which runs east and west along the north side of said 40 acre tracts. It is further agreed that the fence along said line will be a lawful fence as defined by the Code of Iowa. It is further understood and agreed that in the event that either party should ever desire in the future that a tight fence as defined by the Code of Iowa be erected along said partition line, he will first comply

with the provisions in regard to tight fences as contained in the Code of Iowa.

2. It is further agreed that the East - West fence between the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section Thirteen (13) and the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of said Section Thirteen (13) will be maintained by Earl E. Young from the west line of said 40 acre tracts east to a point east of North River where a bank or bluff commences, and that Loren H. Eyerly will maintain the portion of said fence extending from the point where said bluff commences eastward to the road which runs north and south along the east side of said two 40 acre tracts. It is further agreed that that portion of said fence which lies east of the top of the bluff east of North River and runs east to the north-south road will be maintained as a tight fence as defined by the Code of Iowa; and that that portion of said fence which lies west of the top of the bluff east of North River will be maintained as a lawful fence as defined by the Code of Iowa.

3. It is further agreed that this agreement will be binding on the heirs and assigns of the parties.

4. It is further agreed that the parties will immediately have all fences constructed or repaired so as to conform to this agreement.

Dated this 20 day of June, 1961.

Loren H. Eyerly
Loren H. Eyerly

Earl E. Young
Earl E. Young

STATE OF IOWA MADISON COUNTY) ss.

On this 20 day of June, 1961, before me, a notary public in and for said county, personally appeared Loren H. Eyerly, 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.

(Notarial Seal)

Robert O. Frederick Notary Public
in and for Madison County, Iowa.

STATE OF IOWA MADISON COUNTY) ss.

On this 20 day of June, 1961, before me, a notary public in and for said county, personally appeared Earl E. Young, 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.

NOTARIAL SEAL

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