Executed this 17th day of November 1956.

Trustees (H. A. McKinze
(Lyle H. Smith
(Chas. L. Cameron

C. D. Herren
Twp. Clerk

COMPARED VGH

Jefferson Twp. Trustees To W. E. Goodson and J. J. Shambaugh et al — #3199 — Fee $1.00 — Filed for record the 25 day of Sept. A. D. 1957 at 10:15 o'clock A. M. Mary E. Welty, Recorder

FENCE AGREEMENT

Report of fence viewers of Jefferson Twp. of Aug. 2, 1956

In presence of W. E. Goodson, Roscoe Goodson and two representative of National Farm Co.

We decided as follows: Starting at road in section 2, 20 rods west of section line between section one and two thence 80 rods north and thence 30 rds. east is to be maintained and constructed by W. E. Goodson, heirs or assigns, then 70 rds. east and 80 rds. north to be constructed and maintained by J. J. Shambaugh heirs or assigns.

Signed

COMPARED

Trustees (J. Floyd Riegle
(Russell Wright
(M. F. Cushing

Clerk. Otto Wishmier

Russel D. Richards & wife To Henry Iiams — #3916 — Fee $1.40 — Filed for record the 12 day of Nov 1959 at 11:30 o'clock A. M. Mary E. Welty, Recorder

FENCE AGREEMENT

WHEREAS, Russel D. Richards and Joan C. Richards, husband and wife, and Henry Iiams are desirous of establishing the boundaries line between the North Fourteen (14) acres of the Southeast Quarter of the Northwest Quarter of Section 27, Township 74 North, Range 27 West of the 5th P.M., in Madison County, Iowa, herein referred to as the Richards land, and the real estate lying immediately south thereof, herein referred to as the Iiams land, and,

WHEREAS, there is a corner post now located at the south end of the fence along the public highway on the east side of said Richards land, which fence is two rods west of the center of said public highway, the southeast corner of said Richards land is established as a point two feet south and two rods east of said corner post, and a steel stake has been driven into the ground by these parties to mark the point two feet south of said corner post, and the boundary line is established as running from said point in the center of the public highway westward for two rods to said point marked by a steel stake located two feet south of said corner post, thence westward in a straight line forty-five

rods to a small hickory tree by which these parties have located a steel stake in the ground, and Henry Iiams takes this last described portion of the boundary line as his portion of the boundary line for erecting and maintaining a partition fence, and said boundary line runs thence westward in a straight line to the west line of the said tracts, and the southwest corner of said Richards land and the northwest corner of said Iiams land is established as a point in the center of a ditch, where a dead forked tree is located and where a north and south fence can be seen, and said Russel D. Richards and Joan C. Richards take this last described portion of the boundary line, that is, the portion lying to the west of said steel stake by said small hickory tree.

THESE PARTIES AGREE that a lawful hog-tight fence, as defined by the laws of Iowa, shall be erected not later than January 1, 1960, by the respective parties on the respective portions taken by the parties under this agreement, and shall be maintained by them, respectively, thereafter.

IT IS AGREED that the suit now pending entitled Russel D. Richards and Joan C. Richards vs. Henry Iiams, No. 18935 Law in Madison County, Iowa, District Court, is settled, by the execution of this agreement by all parties, and said Russel D. Richards and Joan C. Richards dismiss their petition in said suit and pay the Court costs in said suit, and said Henry Iiams dismisses his cross-petition in said suit, and the parties authorize their respective attorneys to file in said cause dismissal of said petition and cross-petition, respectively.

Dated the 3rd day of November, 1959.

Russel D. Richards
(Russel D. Richards)
Joan C. Richards
(Joan C. Richards)

Henry Iiams
(Henry Iiams)

STATE OF IOWA, MADISON COUNTY,) SS:

On this 3rd day of November, 1959, before me, a Notary Public in and for said County, personally appeared Russel D. Richards and Joan C. Richards, husband and wife, to me known to be the persons named in and who executed the above and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL)

Marguerite Gallery Notary Public
in and for Madison County, Iowa.

STATE OF IOWA, MADISON COUNTY) SS:

On this 4th day of November, 1959, before me, a Notary Public in and

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

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.