assessed one half (½), or $9.25, against Rex Shambaugh, and one half (½) or $9.25, against Robert Cutshall, et al.

Dated at Winterset, Iowa, this 17th day of September, 1962.

ATTEST BY:
Otto Wishmier
Township Clerk
of Jefferson Township,
Madison County, Iowa.

Russell Wright
M. F. Cushing
Arnold Rinard
Township Trustees of Jefferson Township, Madison County, Iowa.

COMPARED

E. M. Pomeroy & wife
To
E. H. Norman & wife

#3497
Fee $2.50

Filed for record the 28 day of Nov. A.D. 1962 at 4:00 o'clock P.M.
Mary E. Welty, Recorder

VEL

PARTITION FENCE AGREEMENT

WHEREAS, the undersigned, E. M. Pomeroy and Florence Pomeroy, husband and wife, are the owners of the following described real estate, to-wit:

> The East Half (E½) of the Northwest Quarter (NW¼) of the Southwest Quarter(SW¼) Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa,

and

WHEREAS, the undersigned, E. H. Norman and Mina Norman, husband and wife, are the owners of the following described real estate, to-wit:

> The West Half (W½) of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) Section Thirteen (13), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th 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 now and hereby agreed by the said parties hereto 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 forty (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 E. H. Norman and Mina Norman,
>
> The South one-half of said fence, or a total of forty (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 E. M. Pomeroy and Florence Pomeroy.

and both parties to so maintain the portion assigned to him as per this agreement.

It is further agreed by and between said parties that the District Court 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 manner as may be just and equitable in the premises.

It is further agreed between the parties hereto that this agreement

WHEREAS a public highway runs north and south on the east side of each of said tract, at said partition line, and it is considered that such partition line is shortened by so much of the width of said public highway as lies on said real estate;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO that the partition fence line between said tracts shall be divided between them for the duties of construction and maintenance of fence in accordance with law, as follows: The fence line to be divided shall commence at the northwest corner of the Northwest Quarter of the Northeast Quarter of Section 31, in Township 75 North, Range 27 West of the 5th P. M., and shall extend to the west line of the public highway running north and south on the east end of said partition line, and such fence line has been measured to be 1292 feet, and the west one-half thereof, that is, 646 feet, shall be the portion of said Minnie DeMar for construction and maintenance of fence thereon, and the east one-half thereof; that is, 646 feet, shall be the portion of said Joseph Utsler and Anne Utsler for construction and maintenance of fence thereon.

This agreement shall be binding upon the parties hereto, their grantees, executors, administrators, heirs, devisees, successors or assigns, and shall constitute and be construed as a covenant running with the said real estate.

Dated the 25th day of April, 1963.

Minnie DeMar
(Minnie DeMar)

Joseph Utsler
(Joseph Utsler)
Anne Utsler
(Anne Utsler)

STATE OF IOWA, Madison County, ss:

On this 25th day of April, 1963, before me, a Notary Public in and for Madison County, Iowa, personally appeared Joseph Utsler and Anne Utsler, to me personally known, and by me personally 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 26th day of April, 1963, before me, a Notary Public in and for Madison County, Iowa, personally appeared Minnie DeMar, to me personally known, and by me personally known to be the person named in and

shall be binding upon them, their grantees, executors, 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 affixed our signatures this 7th day of November, 1962.

E. M. Pomeroy
E. M. Pomeroy
Florence Pomeroy
Florence Pomeroy

Earl H. or E.H. Norman
E. H. Norman
Mina A. Norman
Mina Norman

STATE OF IOWA MADISON COUNTY) ss.

On this 7th day of November, A. D. 1962, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared E. M. Pomeroy and Florence Pomeroy, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(Notarial Seal)

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

STATE OF IOWA Polk County) ss.

On this 8th day of November, A. D. 1962, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared E. H. Norman and Mina Norman, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

Leslie T. McElderry Notary Public
in and for Polk County, Iowa.

Minnie DeMar
To
Joseph Utsler & wife

#1454 ✓E.H
Fee $2.50

Filed for record the 27 day of April A. D. 1963 at 9:00 o'clock A.M.
Mary E. Welty, Recorder
Shirley G. Henry, Deputy

FENCE AGREEMENT

WHEREAS, the undersigned Minnie DeMar is the owner of the real estate described as the Southwest Quarter of the Southeast Quarter of Section 30, in Township 75 North, Range 27 West of the 5th P.M. in Madison County, Iowa, and,

WHEREAS, the undersigned Joseph Utsler and Anne Utsler, husband and wife, are together the owners of the real estate described as the Northwest Quarter of the Northeast Quarter of Section 31, in Township 75 North, Range 27 West of the 5th P. M., in Madison County, Iowa, and,

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