IT IS FURTHER UNDERSTOOD AND AGREED that second party will construct and build, in the south half of his partition line fence, a gate not less than sixteen (16) feet in width to enable first party to farm the land owned by first party lying west of the partition line fence, and first party shall have the right to travel and have access from the public highway over and across second party's land for the purpose of entering his own land for the planting of crops, cultivating and harvesting and for any other purposes necessary in operation of and farming of said land. The obligations, rights, and easements herein granted and agreed to shall pass with the land in future transfers and conveyances, and shall inure to the benefit of future owners and shall be binding upon all future grantees, heirs at law, legatees and assignees.

Dated this 23rd day of October, 1969.

Clarence V. Thompson
Clarence V. Thompson
First Party

George Mueller
George Mueller
Second Party

Subscribed and sworn to by the above named affiants on this 23rd day of October, 1969.

NOTARIAL SEAL

Mabelle Smith Notary Public
in and for Madison County, Iowa

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C. L. Stanley et al
To
Charles Burgett

#530 REED
Fee $2.50

Filed for record the 21 day of April A.D. 1970 at 3:15 o'clock P.M.
Mary E. Welty, Recorder

AGREEMENT

This Agreement, made and entered into by and between C. L. Stanley and Gladys Stanley, husband and wife, of Cumming, Iowa, and Charles Burgett of Des Moines, Iowa, herein referred to as the First and Second Parties respectively; it being mutually agreed, as follows:

1. WHEREAS, said First Party is owner of the following described premises situated in Madison County, Iowa, to-wit:

The Southwest Quarter of the Northwest Quarter (SW¼ NW¼) of Section 11, Township 77 North, Range 26 West of the 5th P. M. Iowa;

and,

2. WHEREAS, the said Second Party is owner of the

Southeast Quarter of the Northwest Quarter (SE¼ NW¼) of Section 11, Township 77 North, Range 26 West of the 5th P. M. Iowa;

and,

3. WHEREAS, there is maintained between said premises a partition

fence running North and South, presently directed; and

4. WHEREAS, the said First Party is responsible for the upkeep of the South portion of said fence; and the Second Party is responsible for the upkeep of the North part of said fence; and

5. WHEREAS, by reason of a creek running between said parties, it is necessary, in order to properly maintain said fence, that said fence does deviate on the South half to the East into the property of the Second Party, this in order to avoid crossing the creek, and to afford easy upkeep and maintenance; and,

6. WHEREAS, it is in the interest of both parties that said partition fence be continued to be maintained in a workmanlike manner:

BE IT, AND IT IS HEREBY MUTUALLY AGREED:

That for the consideration of One Dollar and other valuable consideration, said Second Party does hereby convey to the First Party a perpetual easement upon the aforesaid premises owned by said Second Party, in order to maintain the fence herein described; and,

That said Second Party does hereby give the right to the said First Party, his heirs and assigns, of egress and ingress in order to maintain said fence; and,

That it is mutually agreed that this Agreement shall be perpetual until voided by the parties, and that it shall be binding upon the heirs and assigns of all parties herein.

Dated at Booneville, Iowa, on this 15 day of October, 1969.

C. L. Stanley
C. L. Stanley
Gladys Stanley
Gladys Stanley
FIRST PARTY

Charles A. Burgett
Charles Burgett
SECOND PARTY

STATE OF IOWA COUNTY OF DALLAS ) SS.

On this 15 day of October, 1969, before me, the undersigned, a Notary Public in and for Dallas County in said State, personally appeared C. L. Stanley and Gladys Stanley, husband and wife, and Charles Burgett, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledge that they executed the same as their voluntary act and deed.

E. Eugene Cushman
E. Eugene Cushman, Notary Public
in and for Dallas County

NOTARIAL SEAL