COMPARED

FILED NO. 1662
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1971 DEC 13 PM 4:28
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee #6.50

FENCE AGREEMENT

THIS AGREEMENT made and entered into by and between GEORGE MORRIS, hereinafter referred to as Morris; and LEROY BAILEY, hereinafter referred to as Bailey, WITNESSETH:

WHEREAS, Morris is the owner of certain real estate located in the:

> Northeast Quarter (NE¼) of Section Thirteen (13) and the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section Twelve (12), all in Township Seventy-five (75) North, Range Twenty-nine (29) West of the 5th P.M.,

and also is the owner of:

> All that portion of the West Half (½) of Section Eighteen (18) and the Southwest Quarter of the Southwest Quarter (SW¼ SW¼) of Section Seven (7) in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., lying West of the main channel of Middle River, and;

WHEREAS, Bailey is the owner of all that part of the:

> West Half (½) of the Southwest Quarter of the North-West Quarter (SW¼ NW¼) of Section Eighteen (18) and all that part of the Southwest Quarter (SW¼) of Section Seven (7) lying East and South of the main channel of Middle River, and;

WHEREAS, the main channel of Middle River constitutes the boundary line between the premises owned by Morris and the premises owned by Bailey, and;

WHEREAS, the parties hereto are each desirous of the other's livestock being restrained from entereing onto the other's premises;

NOW, THEREFORE IT IS AGREED by and between the parties hereto as follows:

1. Bailey agrees that before December 1, 1971, he will erect and maintain a suitable fence around the permanent pasture located Southwest of his building site and south and east of Middle River, to restrain his hogs and cattle from crossing Middle River.

2. Each of the parties hereto agree that they will take proper steps to restrain their respective livestock, including hogs, from crossing over Middle River onto the other's premises. It is understood that the manner of such restraint shall be left up to each party, but each party shall be liable for any damage which his livestock causes to the land and crops of the other.

Dated at Winterset, Iowa this 21 day of October, 1971.

George Morris
George Morris

LeRoy Bailey
LeRoy Bailey

STATE OF IOWA :
:ss
MADISON COUNTY :

On this 24th day of October, 1971, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared George Morris to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

SHIRLEY A. WEBSTER NOTARIAL SEAL IOWA

Shirley A. Webster
Notary Public in and for Madison County, Iowa

STATE OF IOWA :
:ss
MADISON COUNTY :

On this 1st day of December, 1971, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared LeRoy Bailey to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

LEONARD M. FLANDER Iowa NOTARIAL SEAL

Leonard M. Flander
Notary Public in and for Madison County, Iowa