1. That Comitos shall own, install, repair and maintain the West One-half of the line fence between the above described parcels of real estate.

2. That Dooley shall own, install, repair and maintain the East One-half of the line fence between the above described parcels of real estate.

3. This agreement shall be a covenant running with the above described lands and shall be binding upon the parties hereto, their executors, administrators, heirs, devisees, legatees, assigns or successors in interests.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 25th day of August, 1971.

George J. Dooley
George J. Dooley

Joseph T. Comito
Joseph T. Comito
Alfred J. Comito
Alfred J. Comito

STATE OF IOWA MADISON COUNTY) SS

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

(NOTARIAL SEAL)

Leonard M. Flander
Leonard M. Flander, Notary Publi in and for State of Iowa.

STATE OF IOWA POLK COUNTY) SS

On this 23rd day of August, 1971, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joseph T. Comito and Alfred J. Comito, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

Barbara J. DeAngelo Notary Publi in and for the State of Iowa.

Gilbert L. Akin
To
Darrell Honnold

#1620

Fee $4.50

Filed for record the 3 day of December A.D. 1971 at 2:01 o'clock P. M.
Mary E. Welty, Recorder

FENCE AGREEMENT

This Agreement, made and entered into by and between Gilbert L. Akin, hereinafter referred to as "Akin" and Darrell Honnold, hereinafter referred to as "Honnold", WITNESSETH:

WHEREAS, Honnold is the owner of the following described real

estate, to-wit:

All that part of the Southwest Quarter (¼) of the Southwest Quarter (¼) of Section Twenty-eight (28) lying South of the main channel of North Branch and containing 5.85 acres, more or less, and the Northwest Quarter (¼) of the Northwest Quarter (¼) of Section Thirty-three (33), also a tract commencing at a point 6.6 rods South of the Northwest Corner of the Southeast Quarter (¼) of the Northwest Quarter (¼) of Section Thirty-three (33), thence North to the North Branch of North River, in Section Twenty-eight (28), thence following said stream in a Southeasterly direction to a point 284 feet East of the Northwest Corner of the East Half (E½) of the Northwest Quarter (¼) of said Section, thence following said stream in a Southerly direction to a point 356 feet East of the Northwest Corner of said Southeast Quarter (¼) of the Northwest Quarter (¼), thence following said stream in a Southerly direction to a point 6.6 rods South of the North line of said last described 40-acre tract, thence West to the point of beginning, estimated to contain 9.2 acres, more or less; all in Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P. M., Madison County, Iowa, and,

WHEREAS, Akin is the owner of the adjoining real estate on the Northeast side of the Honnold real estate, and,

WHEREAS, the parties hereto have heretofore agreed upon the maintenance of fences between their respective tracts of real estate and desire to reduce said agreement to writing.

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

1. That instead of trying to build a partition line fence, one-half on one side of North Branch and one-half on the other side of North Branch and maintaining a water-gap, that Honnold will build and maintain a fence on the West and South side of North Branch on his own land, on his side of the river and Akin agrees to build and maintain a fence on his own land on the East and North side of North Branch. Both fence lines shall commence and end at fence line of adjoining property owners.

2. This will eliminate the burden and expense of constructing and maintaining any water-gap by the parties.

Dated at Winterset, Iowa, this 20th day of August, 1971.

Gilbert L. Akin
Gilbert L. Akin
Darrell Honnold
Darrell Honnold

STATE OF IOWA, MADISON COUNTY, SS:

On this 20th day of August, 1971, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gilbert L. Akin, to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledge that he executed the same as his voluntary act and deed.

(NOTARIAL SEAL)

Jno. N. Hartley Notary Public in and for the State of Iowa

STATE OF IOWA, MADISON COUNTY, SS:

On this 26th day of November, 1971, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Darrell Honnold to me known to be the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL

Shirley A. Webster, Notary Public
in and for the State of Iowa.