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Fee 8 50 FILED NO. 473209
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1977 SEP -7 PM 4:00

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Compared

FENCE DIVISION AGREEMENT

This Fence Division Agreement is made and entered into on the 1st day of September, 1977, by and between Beulah Evans of Madison County, Iowa, hereafter referred to as FIRST PARTY, and Donald M. Bryant and Georgia L. Bryant, husband and wife, hereafter referred to as SECOND PARTY, and Carl R. Parker and Berniece K. Parker, husband and wife, hereafter referred to as THIRD PARTY:

WHEREAS, the First Party owns the following described real estate located in Madison County, Iowa:

> The Southeast Quarter (SE¼) of Section Twenty-two (22) of Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

WHEREAS, the Second Party owns the following described real estate located in Madison County, Iowa, which adjoins First Party's above described real estate, and which is legally described as follows:

> The North Twenty-one (21) Acres of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) and North Six (6) Acres of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Twenty-three (23), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

WHEREAS, the Third Party owns the following described real estate located in Madison County, Iowa, which adjoins the First and Second Partys' above described real estate:

> The South One-half (S½) of the Southwest Quarter (SW¼) and the South Nineteen (19) Acres of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) and the South Thirty-four (34) Acres of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), all in Section Twenty-three (23), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

WHEREAS, these parties for themselves, their assigns and successors in interest, desire to legally divide and to provide for the ownership, maintenance and repair of the partitioned fence between the above described tracts of land and to fix the rights, duties and obligations of the parties with respect thereto.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, these parties do hereby agree and contract as follows:

1. First Party, her grantees, assigns and successors in interest, shall own and be responsible for the erection, maintenance and repair of the partitioned fence situated between First Party's and Third Party's respective tracts of land hereinbefore described.

2. Third Party, their grantees, assigns and successors in interest, shall own and be responsible for the erection, maintenance and repair of the following described portion of the partitioned fence which is situated between Second Party's and Third Party's respective tracts of land hereinbefore described:

> Commencing at the Northeast Corner of the Third Party's tract hereinbefore described, thence West One Thousand Two Hundred Seventy-four (1,274) feet, thence South Five Hundred Nine (509) feet, thence West Five Hundred Eighty-three (583) feet.

3. Second Party, their grantees, assigns and successors in interest, shall own and be responsible for the erection, maintenance and repair of the following described portion of the partitioned fence situated between the Second Party's and Third Party's respective tracts of land hereinbefore described:

> Beginning at a point which is described as being One Thousand Two Hundred Seventy-four (1,274) feet West, South Five Hundred Nine (509) feet, and West Five Hundred Eighty-three (583) feet from the Northeast Corner of the Third Party's tract hereinbefore described, and thence West to a point where said boundry line intersects the First Party's tract hereinbefore described.

4. IT IS FURTHER AGREED that the fences to be erected, maintained, and repaired shall be a "lawful fence" and shall be maintained in good repair at all times.

5. IT IS FURTHER AGREED that said fences shall be erected upon the boundry line between the partys' tracts hereinbefore described.

6. IT IS FURTHER STIPULATED AND AGREED that this instrument shall constitute a permanent and binding "fence division agreement" which shall run with ownership of the three tracts of real estate hereinbefore described.

IN WITNESS WHEREOF Beulah Evans does set her hand to this instrument on the 6th day of September, 1977, at Winterset, Iowa.

Beulah A Evans
Beulah Evans

STATE OF IOWA)
) ss
MADISON COUNTY)

I, Beulah Evans, being first duly sworn on oath do hereby depose and state that I am the First Party named in the above and foregoing Fence Division Agreement, that I have read the same and know the contents thereof

and the statements contained therein are true and correct as I verily believe.

Beulah Evans
Beulah Evans

Subscribed and sworn to before me on this 6th day of September, 1977.

JOHN E. CASPER
MY COMMISSION EXPIRES
9-30-77

John E Casper
Notary Public

IN WITNESS WHEREOF Donald M. Bryant and Georgia L. Bryant do set their hand to this instrument on the 6th day of September, 1977, at Winterset, Iowa.

Donald M Bryant
Donald M. Bryant

Georgia L Bryant
Georgia L. Bryant

STATE OF IOWA)
) ss
MADISON COUNTY)

We, Donald M. Bryant and Georgia L. Bryant, being first duly sworn on oath do hereby depose and state that we are the Second Party named in the above and foregoing Fence Division Agreement, that we have read the same and know the contents thereof and the statements contained therein are true and correct as we verily believe.

Donald M Bryant
Donald M. Bryant

Georgia L Bryant
Georgia L. Bryant

Subscribed and sworn to before me on this 6th day of September, 1977.

JOHN E. CASPER
MY COMMISSION EXPIRES
9-30-77

John E Casper
Notary Public

IN WITNESS WHEREOF Carl R. Parker and Berniece K. Parker do set their hand to this instrument on the 1st day of September, 1977, at Winterset, Iowa.

Carl R. Parker
Carl R. Parker

Berniece K Parker
Berniece K. Parker

STATE OF IOWA)
) ss
MADISON COUNTY)

We, Carl R. Parker and Berniece K. Parker, being first duly sworn on oath do hereby depose and state that we are the Third Party named in the above and foregoing Fence Division Agreement, that we have read the same and know the contents thereof and the statements contained therein are true and correct as we verily believe.

Carl R. Parker
Carl R. Parker

Berniece K. Parker
Berniece K. Parker

Subscribed and sworn to before me on this 1st day of September, 1977.

John E. Casper
Notary Public

NOTARIAL SEAL IOWA
JOHN E. CASPER
MY COMMISSION EXPIRES
9-30-77