FENCE DIVISION AGREEMENT

This FENCE DIVISION AGREEMENT is made and entered into as of March 1, 1976, by and between Dwight Casper and Robert E. Casper, of Madison County, Iowa, hereinafter for convenience referred to as FIRST PARTY; and Lawrence P. Van Werden and James E. Van Werden of Clarke County and Dallas County, Iowa, respectively, hereinafter for convenience referred to as SECOND PARTY:

WITNESSETH

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

> The Southeast Quarter of the Southwest Quarter (SE¼ SW¼) and the Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section Sixteen (16), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; and

WHEREAS, Second Party is buying on contract 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 One-fourth of the Northeast Quarter of the Northwest Quarter (N¼ NE¼ NW¼) and the North One-fourth of the Northwest Quarter of the Northeast Quarter (N¼ NW¼ NE¼) of Section Twenty-one (21), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison, Iowa; and

WHEREAS, First Party and Second Party, for themselves, their assigns and successors in interest desire to legally divide and to provide for the ownership and maintenance of the partition 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, their grantees, assigns and successors in interest shall own and be responsible for the erection, maintenance and repair of the East One-half of the partition fence situated between First Party's and Second Party's respective tracts of land hereinbefore described.

Compared

FILED NO. 2261
BOOK 1 PAGE 196
1976 MAR 10 PM 4:24
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee #6.50

2. Second Party, their grantees, assigns and successors in interest shall own and be responsible for the erection, maintenance and repair of the West One-half of the partition fence situated between First Party's and Second Party's respective tracts of land hereinbefore described.

3. Both First Party and Second Party shall have the right and privilege of placing a culvert with or without a dirt fill, in any of the water gaps or drainage ways along the entire partition fence, at the expense of the party so constructing or erecting the same, as long as such culvert and/or dirt fill are constructed of such size and such manner as not to interfere with or change the natural water flow or materially damage the other party's property. Any culverts so used shall be installed in a manner to prevent escape of livestock through the culvert and may extend through the partition fence the distance reasonably necessary to provide for its proper functioning and permit a fence built over the culvert on the partition line. The party installing a culvert shall retain ownership thereof.

4. It is further stipulated and agreed that this instrument shall constitute a permanent and binding Fence Division Agreement which shall run with the ownership of the two tracts of real estate above described.

Signed by Dwight Casper this 9th day of March, 1976.

Signed by Robert E. Casper this 9th day of March, 1976.

Signed by Lawrence P. Van Werden this 18 day of February, 1976.

Signed by James E. Van Werden this 19 day of February, 1976.

Dwight Casper

Lawrence P. Van Werden

Robert E. Casper

James E. Van Werden

FIRST PARTY

SECOND PARTY

STATE OF IOWA)
) ss:
MADISON COUNTY)

On this 19th day of March, 1976, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dwight Casper and Robert E. Casper, 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.

JOHN E. CASPER
MY COMMISSION EXPIRES
4-30-77

Notary Public in and for the
State of Iowa

STATE OF IOWA)
) ss:
CLARKE COUNTY)

On this 18 day of February, 1976, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lawrence P. Van Werden, 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
DALLAS COUNTY
IOWA

Notary Public in and for the
State of Iowa

STATE OF IOWA)
) ss:
DALLAS COUNTY)

On this 19 day of February, 1976, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James E. Van Werden, to me known to be 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.

EMMA JEAN BERGMAN
NOTARIAL SEAL
IOWA

Notary Public in and for the
State of Iowa