# FENCE DIVISION AGREEMENT

This FENCE DIVISION AGREEMENT is made and entered into this first day of March, 1976, by and between G. W. Paull of Madison County, Iowa, hereinafter referred to as First Party; and Lawrence P. Van Werden and James E. Van Werden of Clarke and Dallas County, Iowa, respectively, hereinafter referred to as Second Party:

WITNESSETH

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

> The Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of Section Twenty (20), Township Seventy-six (76), Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; and

WHEREAS, Second Party is purchasing the following described real estate located in Madison County, Iowa, on contract, which adjoins the above-described real estate, and which is legally described as follows:

> The Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section Twenty-one (21), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, 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, his grantees, heirs, devisees, personal representatives, assigns and successors in interest shall own and be responsible for the erection, maintenance and repair of the South One-half of the partition fence situated between First Party and Second Party's respective tracts of land hereinbefore described.

Compared

FILED NO. 2470
BOOK 1 PAGE 202
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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
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2. Second Party, their grantees, heirs, devisees, personal representatives, assigns and successors in interest shall own and be responsible for the erection, maintenace and repair of the North One-half of the partition fence situated between First Party and Second Party's respective tracts of land as hereinbefore described.

3. 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 described above.

Signed by First Party this 12th day of April, 1976.

Signed by Second Party this 13th day of February, 1976.

G. W. Paull

G. W. Paull

FIRST PARTY

Lawrence P. Van Werden

Lawrence P. Van Werden

James E. Van Werden

James E. Van Werden

SECOND PARTY

STATE OF IOWA )
) ss:
MADISON COUNTY)

On this 12 day of April, 1976, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared G. W. Paull, 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 own voluntary act and deed.

Notary Public in and for the
State of Iowa

STATE OF IOWA)
) ss:
CLARKE COUNTY)

On this 13 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 own voluntary act and deed.

Notary Public in and for the
State of Iowa

STATE OF IOWA)
) ss:
DALLAS COUNTY)

On this 13th 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 the identical person named in and who executed the within and foregoing instrument and acknowledged that he executed the same as his own voluntary act and deed.

Notary Public in and for the
State of Iowa