4-21-77 sd

215

IOWA, COUNTY, ss. Inst. No. 900 Filed for Record this 1 day of November 1977, at 4:00 PM
Book 1 Page 215 Recording Fee $8.50 Mary E. Welty, Recorder, By Shirley L. Hendy Deputy

FENCE DIVISION AGREEMENT

This FENCE DIVISION AGREEMENT is made and entered into on the 2nd day of May, 1977, by and between George H. Mueller, also known as George Mueller, of Madison County, Iowa, hereafter for convenience referred to as FIRST PARTY; and Edwin Joseph Acela of Madison County, Iowa, hereafter for convenience referred to as SECOND PARTY:

Whereas, FIRST PARTY owns the following described real estate located in Madison County, Iowa;

> The Southeast Quarter (SE¼) of Section Three (3), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, and the North Half (N½) Southwest Quarter (SW¼) of Section Two (2), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

Whereas, 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 West 28.3 acres of the South Half (S½) Southwest Quarter (SW¼) of Section Two (2), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

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, 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 both located in Section Two (2) of the Township hereinbefore described and the North one-half of the partition fence situated between FIRST PARTY'S tract of land located in Section Three (3) of the Township hereinbefore described and the SECOND PARTY'S tract of land located in Section Two (2) of the Township hereinbefore described.

2. SECOND PARTY, his 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 both located in Section Two (2) of the Township hereinbefore described and the South one-half of the partition fence situated between FIRST PARTY'S tract of land located in Section Three (3) of the Township hereinbefore described and the SECOND PARTY'S tract of land located in Section Two (2) of the Township hereinbefore described.

3. 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.

4. It is further agreed that said fences shall be erected upon the boundary line between the parties properties heretofore described.

5. 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 George H. Mueller on this 2nd day of May, 1977.

Signed by Edwin Joseph Acela on this 29 day of October, 1977.

Signed by Joan Acela on this 29 day of October, 1977.

George H. Mueller
GEORGE H. MUELLER, FIRST PARTY

EDWIN JOSEPH ACELA, SECOND PARTY

Joan Acela
JOAN ACELA, SPOUSE

STATE OF IOWA)
) ss
MADISON COUNTY)

I, George H. Mueller, 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 that the statements and allegations therein contained are true and correct as I verily believe.

George H. Mueller
GEORGE H. MUELLER

Subscribed and sworn to before me this 2nd day of May, 1977.

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

John E Casper
NOTARY PUBLIC

STATE OF IOWA)
) ss
MADISON COUNTY)

I, Edwin Joseph Acela, being first duly sworn on oath do hereby depose and state: that I am the SECOND PARTY named in the above and foregoing Fence Division Agreement, that I have read the same and know the contents thereof and that the statements and allegations therein contained are true and correct as I verily believe.

Joan Acela
JOAN ACELA

EDWIN JOSEPH ACELA

Subscribed and sworn to before me this 29 day of October, 197 77.

[redacted]

Joyce E Binns
NOTARY PUBLIC