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# FENCE DIVISION AGREEMENT

This Fence Division Agreement is made and entered into this 6th day of September, 1978, by and between Mattway Property Development Corporation, a California corporation, hereinafter referred to as First Party, and John Joseph Corkrean and Patricia Ann Corkrean, husband and wife, of Madison County, Iowa, hereinafter referred to as Second Party, witnesseth:

WHEREAS, First Party is the owner of the real estate legally described as:

> Lots One (1), Two (2), Six (6) and Nine (9) of Lake View Estates, a subdivision of the Northeast Quarter (NE¼) of Section Twenty-eight (28), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, and,

WHEREAS, Second Party is the owner of the real estate legally described as:

> The Northwest Quarter (NW¼) of Section Twenty-seven (27), Township Seventy-seven (77) North, Range Twenty-six (26) 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 obligation of the parties and their successors in interest 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, its grantees, assigns and successors in interest shall own and be responsible for the erection, maintenance and repair of the south one-half (S½) of the partition fence situated between the respective tracts of land of First Party and Second Party as hereinbefore described. That is to say, that First Party, its successors and assigns shall be responsible for, erect, repair, maintain and own the South 1,321.25 feet of the partition fence between the respective tracts of land and the subsequent owners of Lots One (1), Six (6) and Nine (9) of Lake View Estates, a subdivision of the Northeast Quarter (NE¼) of Section Twenty-eight (28), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M. shall be responsible for, erect, maintain and repair and own that part of the fence situated on the East line of the Northeast Quarter (NE¼) of said Section Twenty-eight (28), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M. to a point 1,321.25 feet North of the Southeast (SE) corner of said Northeast Quarter (NE¼).

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RECORDER
MADISON COUNTY, IOWA

2. Second Party, their grantees, assigns and successors in interest, shall own and be responsible for the erection, maintenance and repair of the North One-half (N½) of the partition fence situated between the respective tracts of land of First Party and Second Party as herein described. That is to say, that Second Party shall be responsible for the erection, maintenance and repair of the North 1,321.25 feet of the fence situated on the East line of the North-east Quarter (NE¼) of Section Twenty-eight (28), Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M..

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 property heretofore described.

5. It is further agreed that this instrument shall constitute a permanent and binding "Fence Division Agreement" which shall run with the ownership of the various tracts of real estate hereinbefore described.

IN WITNESS WHEREOF we have set our hands and seals this 6th day of September, 1978.

MATTWAY PROPERTY DEVELOPMENT CORPORATION

By Jack Miner
Jack Miner, President

STATE OF IOWA )
) ss
MADISON COUNTY )

On this 6th day of September, 1978, before me, the undersigned Notary Public in and for said County, in said State, personally appeared Jack Miner, to me personally known, who being by me duly sworn, did say that he is the President of said corporation, executing the within and foregoing instrument to which this is attached; that the seal affixed thereto is the seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Jack Miner acknowledged the execution of said instrument to be the voluntary act and deed as such officer, of said corporation, by it and by him voluntarily executed.

Beth Flanders
Notary Public

BETH FLANDER NOTARIAL SEAL IOWA

John Joseph Corkrean
John Joseph Corkrean

Patricia Ann Corkrean
Patricia Ann Corkrean

STATE OF IOWA )
) ss
MADISON COUNTY)

On this 6th day of September, 1978 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Joseph Corkrean and Patricia Ann Corkrean 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.

Keith Flanders
Notary Public

NOTARIAL SEAL