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FENCE AGREEMENT

This FENCE AGREEMENT is made and entered into this 21st day of August, 1979, by and between CHARLES F. FEURING and KATHLEEN M. FEURING, of Madison County, Iowa, hereinafter referred to as First Party; and GEORGE W. BAILEY and DORIS BAILEY, of Madison County, Iowa, hereinafter referred to as Second Party:

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

> The North 33.74 Acres of the following described tract of land:
>
> The West Half (W½) of the Northeast Quarter (NE¼) of Section Eight (8), except the West 9 rods thereof and also excepting a tract commencing at the Southeast Corner thereof and running thence North 2640 feet to the Northeast Corner thereof, thence West 20 feet to the center of the highway as now established and used, thence in a Southwesterly direction to a point 70 feet West of the place of beginning, thence East 70 feet to the place of beginning, and also excepting school house lot described as commencing 3 rods and 18 links West of the Southeast Corner of said 80 acre tract, thence North 16 rods, thence West 10 rods, thence South 16 rods, thence East to the place of beginning, all in Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa.

WHEREAS, Second Party owns real estate located in Madison County, Iowa, adjoining, abutting, adjacent, and contiguous to the above described real estate, 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, and

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
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#2. Fence Agreement
Bailey - Feuring

WHEREAS, First Party and Second Party for themselves, their assigns and successors in interest desire to provide for the maintenance of a waterway ditch located on the property owned by Second Party, 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, heirs, devisees, personal representatives, assigns and successors in interest shall own and be responsible for the erection, maintenance and repair of the North One-half of the partition fence situated between First Party and Second Party's respective tracts of land hereinbefore described.

2.- Second Party, their 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.

3.- First Party and Second Party shall bear equally the costs and expenses of necessary maintenance and repair to the waterway ditch.

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

#3. Fence Agreement
Bailey - Feuring

FIRST PARTY

Charles F. Feuring
(Charles F. Feuring)

Kathleen M. Feuring
(Kathleen M. Feuring)

SECOND PARTY

George W. Bailey
(George W. Bailey)

Doris Bailey
(Doris Bailey)

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 21st day of August, A.D., 1979, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles F. Feuring and Kathleen M. Feuring, to be 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.

NOTARIAL SEAL

Notary Public in and for
the State of Iowa.

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 28 day of August, A.D., 1979, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared George W. Bailey and Doris Bailey 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.

Notary Public in and for
the State of Iowa.

SHIRLEY A. WEBSTER
Notary Public in and for the State of Iowa
My Commission Expires September 30, 1981