TE OF IOWA, ss. Inst. No. 1579 Filed for Record this 24 day of April 19 81 at 10:05 A.M.
DISON COUNTY. Fence Book 1 Page 249 Recording Fee 12.00 Mary E. Welty, Recorder. By Deputy

Welty

FENCE AGREEMENT

This FENCE AGREEMENT is made and entered into this 24th day of March, 1981, by and between MARY K. WRIGHT, of Earlham, Iowa, and DIXIE L. SMITH and MORRIS D. SMITH, wife and husband, of Eagle Grove, Iowa, hereinafter referred to as First Party; and NEAL DAY and MARILYN DAY, husband and wife, of R. R., Earlham, Iowa, hereinafter referred to as Second Party:

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

That part of the W½ of the SE¼, and the E½ of the SW¼ of Section 2, T77N, R29W of the Fifth Principal Meridian, described as follows: Beginning at the SW Corner of the E½ of the SW¼ of said Section 2, proceed North along the West line of the E½ of the SW¼ of said Section 2 (N 00°09' E 2231.2') to a point 401.6 Feet South of the NW Corner thereof; Thence N 89°36'E 620 Feet; Thence N 04° 54'W 37.9 Feet; Thence N 89°33'E 1483 Feet; Thence S 00°17'W 1132.8 Feet; Thence S 39°19'W 61.6 Feet; Thence S 87°05'W 295.1 Feet; Thence S 06°11'E 494 Feet; Thence S 47°48'W 322 Feet; Thence S 62°48'W 837 Feet to the South line of said Section 2; Thence N 89°57'W 836.4 Feet to the Point of Beginning, all now being in and forming a part of Madison County, Iowa, containing 95.80 Acres, more or less, subject to 33 Feet of Road right-of-way on the West side.

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

That part of the W½ of the SE¼, and the E½ of the SW¼ of Section 2, T77N, R29W of the Fifth Principal Meridian, described as follows: Beginning at the NW Corner of the E½ of the SW¼ of said Section 2, proceed East 375.8 Feet along the ¼ Section line to the point of intersection with the South line of the Chicago, Rock Island & Pacific Railroad Right-of-way; Thence S 82°59'45"E 2267.9 Feet along said right-of-way line to the point of intersection with the East line of the W½ of the SE¼ of said Section 2; Thence S 00°10'30"W 99.6 Feet along said East line; Thence N 86°56'W 528.6 Feet; Thence S 89°33'W 1483 Feet; Thence S 04°54'E 37.9 Feet; Thence S 89°36'W 620 Feet to the West line of the E½ of the SW¼ of said Section 2; Thence N 00°09'E 401.6 Feet to the Point of Beginning, all now being in and forming a part of Madison County, Iowa, and containing 14.93 acres, more or less, subject to 33 Feet of road right-of-way on the North and West sides,

and

That part of the W½ of the SE¼, and the E½ of the SW¼ of Section 2, T77N, R29W of the Fifth Principal Meridian, described as follows: Beginning at a point on the South line of Section

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2, 836.4 Feet East of the SW Corner of the E½ of the SW¼ of said Section 2, proceed N 62°48'E 837 Feet; Thence N 47°48'E 322 Feet; Thence N 06°11'W 494 Feet; Thence N 87°05'E 295.1 Feet; Thence N 39°19'E 61.6 Feet; Thence N 00°17'E 1132.8 Feet; Thence S 86°56'E 528.8 Feet to a point on the East line of the W½ of the SE¼ of said Section 2; Thence S 00°10'30"W 2258.4 Feet to the SE Corner of the W½ of the SE¼ of said Section 2; Thence N 89°57'W 1790 Feet to the Point of Beginning, all now being in and forming a part of Madison County, Iowa, and containing 40.95 acres, more or less

WHEREAS, the real property owned by First Party is adjoining, abutting, adjacent and contiguous with the property owned by Second Party, 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 tracts of real property and to fix the rights, duties and obligations of the parties with respect thereto.

NOW, THEREFORE, in consideration of the mutual promises and agreement 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 for that part of the partition fence situated between First Party's and Second Party's respective tracts of land described as follows:

That part of the W½ of the SE¼, and the E½ of the SW¼ of Section 2, T77N, R29W of the Fifth Principal Meridian, described as follows: Beginning at the SW Corner of the E½ of the SW¼ of said Section 2, proceed North along the West line of the E½ of the SW¼ of said Section 2 (N 00°09'E 2231.2') to a point 401.6 Feet South of the NW Corner thereof; Thence N 89°36'E 620 Feet; Thence N 04°54'W 37.9 Feet; Thence N 89°33'E 1483 Feet; Thence S 00°17'W 1132.8 Feet; Thence S 39°19'W 61.6 Feet which shall be the point of beginning; Thence S 87°05'W 295.1 Feet; Thence S 06°11'E 494 Feet; Thence S 47° 48'W 322 Feet; Thence S 62°48'W 837 Feet to the South line of said Section 2.

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 for that part of the partition fence situated between First Party's and Second Party's respective tracts of land described as follows:

That part of the W½ of the SE¼, and the E½ of the SW¼ of Section 2, T77N, R29W of the Fifth Principal Meridian, described as follows: Beginning at the SW Corner of the E½ of the SW¼ of said Section 2, proceed North along the West line of the E½ of the SW¼ of said Section 2 (N 00°09'E 2231.2') to a point 401.6 Feet South of the NW Corner thereof which shall be the point of beginning; Thence N 89°36'E 620 Feet;

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Thence N 04°54'W 37.9 Feet; Thence N 89°33'E 1483 Feet; Thence S 00°17'W 1132.8 Feet; Thence S 39°19'W 61.6 Feet.

3.- It is expressly agreed between First Party and Second Party that if the partition fence situated between said parties is reconstructed, that said new partition fence shall meet the following minimum requirements:

Any new partition fence erected by the parties shall be constructed of 47" woven wire with one barb wire at the top or if said woven wire is less than 47", there shall be at least two barb wires located at the top.

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 above described.

FIRST PARTY

Mary K Wright
(Mary K. Wright)

Dixie L. Smith
(Dixie L. Smith)

Morris D. Smith
(Morris D. Smith)

SECOND PARTY

Neal Day
(Neal Day)

Marilyn Day
(Marilyn Day)

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 2nd day of ~~March~~ April, 1981, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mary K. Wright to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

(S E A L)

Notary Public in and for the State of Iowa.

STATE OF IOWA :
: SS
WRIGHT COUNTY :

On this 27 day of March, 1981, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Dixie L. Smith and Morris D. Smith to be 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.

(S E A L)

Notary Public in and for the State of Iowa.

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STATE OF IOWA :
: SS
MADISON COUNTY :

On this 24th day of March, 1981, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Neal Day and Marilyn Day 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.

Dean R Nelson
Notary Public in and for the
State of Iowa.

