PARTITION FENCE AGREEMENT AND POND AGREEMENT

THIS AGREEMENT is made and entered into on this 11th day of July, 1981, by and between Larry D. Nelson and Joni B. Nelson, hereinafter referred to as First Parties, and Billie B. McKibben and Bonnie J. McKibben, hereinafter referred to as Second Parties.

WITNESSETH:

WHEREAS, First Parties are presently the owners of the following-described real estate:

> The South 30 acres of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼), and all that part of the East Half of the Northeast Quarter (E½ NE¼) lying South of the public highway as now located and travelled across the Northeast Quarter of the Northeast Quarter (NE¼ NE¼), all in Section Ten (10), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa;

and

WHEREAS, Second Parties are the owners of the following-described real estate:

> The North 50 acres of the West Half of the Northeast Quarter (W½ NE¼) of Section Ten (10), Township Seventy-five (75) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa, except five (5) acres, more or less, in the Northwest corner of said Section Ten (10), with the said five (5) acres running 300 feet East and West and 750 North and South;

and

WHEREAS, both tracts of real estate are subject to a Fencing Agreement dated January 10, 1977, and recorded in Book 1 at Page 207 in the office of the Madison County Recorder, and both parties desire to change this Fencing Agreement and enter into an agreement with regard to the construction, operation and maintenance of a pond.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The partition fence between the two tracts of real estate owned by the parties is divided, and shall be constructed and maintained as follows:

> 1a. First Parties shall be responsible for the construction and maintenance of the north half of the north/south fence between the two properties. First Parties hereby surrender all right and claim to the diagonal fence which was maintained by First Parties

Compared

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $9.00

under the terms of the Fencing Agreement dated January 10, 1977. This diagonal fence shall be the property of the Second Parties from the date of this Agreement, and First Parties shall have no further responsibility to maintain the same.

1b. Second Parties shall be responsible for construction and maintenance of the south half of the north/south fence between the two above-described properties.

1c. First Parties shall be responsible for the construction and maintenance of the east half of the east/west fence between the two above-described properties.

1d. Second Parties shall be responsible for the construction and maintenance of the west half of the east/west fence between the two above-described properties.

2. First Parties are hereby granted by Second Parties the right to construct, operate and maintain an pond which will be located on the north/south boundary between the two above-described properties. This right will include, but not be limited to, the right to enter the property of the Second Parties for the purpose of the construction, operation and maintenance of this pond, and to have water from the pond flow and sit on the above-described real property owned by the Second Parties. However, it is understood and agreed that this pond shall, under no circumstances, back up more than three hundred twenty (320) feet over the said north/south boundary in a westerly or a northwesterly direction, following the natural course of the ravine onto the above-described property owned by the Second Parties.

Larry D. Nelson

Larry D. Nelson

Billie B. McKibben

Billie B. McKibben

Joni B. Nelson

Joni B. Nelson

Bonnie J. McKibben

Bonnie J. McKibben

FIRST PARTIES

SECOND PARTIES

STATE OF IOWA :
:ss
MADISON COUNTY:

On this 22 day of June, 1981, before me, the undersigned, a notary public in and for said county and state, personally appeared

Larry D. Nelson and Joni B. Nelson, 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.

Carol Knapp
Notary Public in and for the State of Iowa

STATE OF IOWA :
:ss
MADISON COUNTY:

On this 14th day of July, 1981, before me, the undersigned, a notary public in and for said county and state, personally appeared Billie B. McKibben and Bonnie J. McKibben, 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.

J. Stephen Walters
Notary Public in and for the State of Iowa