AGREEMENT FOR DIVISION AND MAINTENANCE OF PARTITION FENCE

THIS AGREEMENT, entered into between MARIE BRANT, a single person, hereinafter called "Brant" and VERN THOMPSON and RHODA THOMPSON, husband and wife, hereinafter called "Thompsons", WITNESSETH:

Brant is the owner of the following-described real estate, to-wit:

> The North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of Section Thirty-one (31), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa.

Thompsons are the owners of the following-described real estate, to-wit:

> The North Half ($N\frac{1}{2}$) of the Northwest Fractional Quarter (NW Fr.$\frac{1}{4}$) of Section Thirty-one (31), except approximately five (5) Acres in the Southeast Corner thereof, and the South Half ($S\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of Section thirty (30), all in Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa

IT IS AGREED that the parties shall own, build and maintain the partition fences separating their respective tracts as follows:

Brant is to own and maintain a tight woven wire fence on the East sixty (60) rods of the East and West fence separating the respective tracts. Thompsons are to own and maintain a tight woven wire fence on the West 100 rods of said East and West fence. Brant is to presently rebuild her 60 rods of fence. Brant is to clear and level the fence line. Thompsons are to presently put in posts where needed and add one (1) strand of new barb wire on their 100 rods of fence. Thompsons are to install and maintain an electric fence just north of the Brant 60 rods of fence when bulls are being pastured on the Thompson property. Thompsons are to maintain grass waterways in the slough areas above the drop inlet draining onto the Brant Farm.

The North and South partition fence between the parties shall be divided by Brant owning and maintaining a lawful fence on the South 20 rods and Thompsons owning and maintaining a lawful fence on the North 20 rods. Brant is presently the owner of the fence on the North 20 rods to be owned and maintained by Thompsons. Thompsons agree to pull the Brant posts and roll up the wire for Brant on said 20 rods before building new fence.

Compared

This agreement shall be construed as a covenant running with the land.

FILED NO. 967
BOOK 2 PAGE 34
1983 NOV 28 PM 4:23
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

IND ✓
REC. ✓
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Reasonable attorney fees for preparing this agreement and recording fees are to be divided equally between the parties.

Marie Brant
Marie Brant

Vern Thompson
Vern Thompson

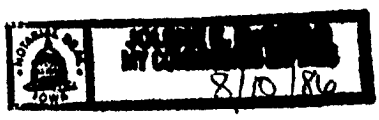
Rhoda Thompson
Rhoda Thompson

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 13 day of November, 1983, before me, the undersigned, a Notary Public in and for said Sate, personally appeared

MARIE BRANT

to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



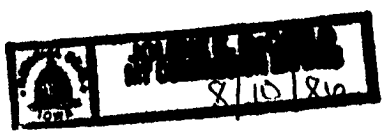
Jolene K. DeCalls
Notary Public in and for the State of Iowa

STATE OF IOWA :
: ss
MADISON COUNTY :

On this 3 day of November, 1983, before me, the undersigned, a Notary Public in and for said Sate, personally appeared

VERN THOMPSON and RHODA THOMPSON

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.



Jolene K. DeCalls
Notary Public in and for the State of Iowa