Compared

FILED NO. 1938
BOOK 2 PAGE 38
FENCE RECORD
1984 APR 26 PM 2:31

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee
$6.00

IND ✓
REC ✓
PAGE ✓

FENCE DIVISION AGREEMENT

This Fence Division Agreement made and entered into this 17 day of April, 1984 by and between Dwight Casper, single, of Madison County, Iowa, hereinafter referred to as First Party, and Norwest Bank, formerly known as the Iowa-Des Moines National Bank, of Polk County, Iowa, hereinafter referred to as Second Party, witnesseth:

Whereas; First Party owns the real estate legally described as:

> Southwest Quarter (1/4) Northeast Quarter (1/4); and the Northwest Quarter (1/4) of the Southeast Quarter (1/4) lying North of North Branch River; and commencing at the Northwest corner of the Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twenty-nine (29), thence South to the middle of North Branch River, thence in a northwesterly direction to the North line of the Southwest Quarter (1/4) of the Southeast Quarter (1/4) of said section, thence East to the point of beginning; all in Section Twenty-nine (29), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M. Madison County, Iowa

situated in Madison County, Iowa, and:

Whereas; Second Party owns the real estate legally described as:

> Southeast Quarter (1/4) Northeast Quarter (1/4); and, Northeast Quarter (1/4) Southeast Quarter (1/4); and that part of Southeast Quarter (1/4) Southeast Quarter (1/4) lying North of North Branch River, all in Section Twenty-nine (29), Township Seventy-seven (77) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa,

situated in Madison County, Iowa, and:

Whereas the respective above described tracts of land adjoin each other, and;

Whereas; First Party and Second Party for themselves and their successors and assigns 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 responsibilities of each 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, his grantees, successors and assignees, shall own and be responsible for the erection, maintenance and repair of the South six (6) rods of the South twelve (12) rod; the South 46 rod of the North ninety-two (92) rod; and, the South thirty-four (34) rod of the North one hundred twenty-six (126) rod of the Partition Fence situated between the respective tracts of land hereinbefore described.

2. Second Party, his grantees, successors and assignees, shall own and be responsibile for the erection, maintenance and repair of the North six (6) rod of the South twelve (12) rod; the South thirty-four (34) rod of the North one hundred sixty (160) rod; and the North forty-six (46) rod of the Partition Fence situated between the respective tracts of land hereinbefore descibed.

3. It is further agreed that the fences to be erected, maintained and repaired by the parties hereto shall be "lawful fence" and shall be maintained in good repair at all times.

4. It is further agreed that the fences shall be erected upon the boundary line between the respective tracts of land hereinbefore described.

5. It is further agreed that this instrument shall constitute a permanent and binding "Fence Division Agreement" which shall run with the two (2) tracts of real estate hereinbefore described.

IN WITNESS WHEREOF, we have set our hands and seals this 5th day of April, 1984.

Dwight Casper
Dwight Casper, FIRST PARTY

NORWEST BANK
By Tolle Trust Norwest
By B R L Gudison
Trust Real Estate Officer
SECOND PARTY

STATE OF IOWA)
) SS
MADISON COUNTY)

On this 17th day of April, A.D. 1984, before me, the undersigned a Notary Public in and for said County and State, personally appeared Dwight Casper to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

JOHN E. CASPER
MY COMMISSION EXPIRES
Sept 7, 1986

John E Casper
Notary Public

STATE OF IOWA)
) ss
POLK COUNTY)

On this 5th day of April, A.D., 1984, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Bob L Anderson and _____ to me personally known, who, being by me duly sworn, did say that ~~they are~~ he is the Trust Real Estate Officer and _____, respectively, of said corporation; that (no seal has been procured by the said)(~~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 Bob L Anderson and _____ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Marlene Barkley
Notary Public in and for said County and said State.

[redacted]