FILED NO. 266
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Fence Record
1981 AUG 17 AM 11:23

Compared

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

FENCE AGREEMENT

This FENCE AGREEMENT is made and entered into this 8th day of December, 1980, by and between HAROLD A. FREY and MARY LOUISE FREY, husband and wife, of R. R., Earlham, Madison County, Iowa, hereinafter referred to as First Party; and OLIVE LENOCKER, a single person; THOMAS KNOUF and JUDI KNOUF, husband and wife; VIRGINIA KNOUF MC GILVRAY and DAVID MC GILVRAY, wife and husband; and MARGERY A. JACKSON and WILLIAM L. JACKSON, wife and husband, hereinafter referred to as Second Party:

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

> The South One-half (S½) of the Northeast Quarter (NE¼) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

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

> The Southeast Quarter (SE¼) of Section Thirty-three (33), Township Seventy-seven (77) North, Range Twenty-nine (29), West of the 5th P.M., Madison County, Iowa.

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 land 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 of the East One-half of the partition fence situated between First Party's 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 West One-half of the partition fence situated between First Party's and Second Party's respective tracts of land hereinbefore described.

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 woven wire at least 47 inches in height with one barb wire located at the top or in the alternative either Party may erect a new partition fence of woven wire at least 39 inches in height with three barb wires located at the top.

#2. Fence Agreement
Frey - Lenocker, Knouf, McGilvray and Jackson

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

Harold A. Frey
(Harold A. Frey)

Mary Louise Frey
(Mary Louise Frey)

SECOND PARTY

Olive Lenocker
(Olive Lenocker)

Thomas Knouf
(Thomas Knouf)

Judi Knouf
(Judi Knouf)

Virginia Knouf McGilvray
(Virginia Knouf McGilvray)

(David McGilvray)

Margery A. Jackson
(Margery A. Jackson)

William L. Jackson
(William L. Jackson)

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 8th day of December, 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Harold A. Frey and Mary Louise Frey, 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.

Iowa
(S E A L)

Mary Ann Peer
Notary Public in and for the State of Iowa.

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 9th day of December, 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Olive Lenocker, 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.

Shirley A. Webster
Notary Public in and for the State of Iowa.

(S E A L)

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

#3. Fence Agreement
Frey - Lenocker, Knouf, McGilvray and Jackson

STATE OF Louisiana :
PARISH : SS
~~COUNTY~~ OF Vernon :

On this 5th day of March, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Virginia Knouf McGilvray and David McGilvray, to me known to be the identical persons named in and who executed the foregoing instrument anc acknowledged that they executed the same as their voluntary act and deed.

Patricia D. Sudduth
Notary Public in and for the
State of Louisiana.

(SEAL)

STATE OF FLORIDA :
: SS
COUNTY OF BROWARD :

On this 2 day of FEBRUARY, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Margery A. Jackson and William L. Jackson, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the samesas their voluntary act and deed.

Harold L. Spruill
Notary Public in and for the
State of FLORIDA.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 13 1982
BONDED THRU GENERAL INS. UNDERWRITERS

(SEAL)

STATE OF Texas :
: SS
COUNTY OF Bexar :

On this 13 day of February, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas Knouf and Judi Knouf, to me known to be the identical persons named in and who executed the foregoing instrument anc acknowledged that they executed the same as their voluntary act and deed.

Kay Hinze
Notary Public in and for the
State of Texas.
Kay Hinze
commission expires 6/15/84

(SEAL)