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 GALE MARSTON and GAYLE MARSTON, husband and wife, of Earlham, Madison County, Iowa, hereinafter referred to as Second Party:

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

> The Northwest Quarter (NW¼) of Section Twenty-four (24), 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 South One-half (S½) of the Southwest Quarter (SW¼) of Section Thirteen (13), 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.

Compared

FILED NO. 267
BOOK 2 PAGE 6
Fence Record
1981 AUG 17 AM 11:24

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

#2. Fence Agreement
Frey - Marston

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

Gale Marston
(Gale Marston)

Gayle Marston
(Gayle Marston)

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.

(SEAL)

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

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 29 day of January, 1980, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Gale Marston and Gayle Marston, 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.

(SEAL)

Notary Public in and for the State of Iowa.