AGREEMENT FOR DIVISION OF PARTITION FENCE km

THIS AGREEMENT, made and entered into by and between JOHN JUNIOR BRANT, hereinafter referred to as "Brant", and MAX H. HOLMES and LINDA H. HOLMES, hereinafter referred to as "Holmes", WITNESSETH:

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

> Northeast Quarter ($NE\frac{1}{4}$) of Section Thirty-two (32), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

and,

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

> Southeast Quarter ($SE\frac{1}{4}$) of Section Thirty-two (32), Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa,

and,

WHEREAS, the parties hereto are desirous of agreeing upon the division of the partition fence separating their respective tracts of real estate.

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

1. Brant agrees to build and maintain the west 40 rods of the partition fence separating the premises; Holmes agree to build and maintain the next 40 rods of the partition fence immediately east of the Brant 40 rods; Brant agrees to build and maintain the next 40 rods of the partition fence immediately east of the Holmes 40 rods; and Holmes agree to build and maintain the remaining east 40 rods of said partition fence.

2. Nothing herein contained shall prevent the parties from altering the actual location of the partition fence as they may mutually agree. However, such alteration shall not change the portions for which the respective parties are legally obligated to maintain under the terms of this Agreement. Either party may build his portion of the fence on his own land as a matter of convenience other than on the true boundary line separating the respective

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BOOK 2 PAGE 17
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RECORDER
MADISON COUNTY, IOWA
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premises and the location of such fence built as a matter of convenience shall not be construed as establishing a different boundary line other than that of the government survey.

3. This Agreement shall be binding upon the heirs, successors, and assigns of the respective parties hereto and shall be construed as a convenant running with the land.

John Junior Brant
John Junior Brant

Max H. Holmes
Max H. Holmes

Linda H. Holmes
Linda H. Holmes

STATE OF IOWA :
: ss
MADISON COUNTY:

On this 1st day of May, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared John Junior Brant to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for the State of Iowa

STATE OF IOWA :
: ss
MADISON COUNTY:

On this 5th day of May, 1982, ~~1981~~, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Max H. Holmes and Linda H. Holmes to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

GEOFFREY G. CROWELL ★ Iowa ★ NOTARIAL SEAL

Notary Public in and for the State of Iowa