PARTITION FENCE AGREEMENT

This agreement made on this 8 day of ~~March~~ July, 1984, respecting the construction and maintenance of certain partition fences between Mark Howell and Elizabeth Howell (hereinafter referred to as "Howell"), and their adjoining property owners, George E. and Elly Sadik (hereinafter referred to as "Sadik"); Lewis and Margaret McLaughlin (hereinafter referred to as "McLaughlin"); John and Margaret Weil (hereinafter referred to as "Weil"); Calvin E. and Ruth Johnson (hereinafter referred to as "Johnson"); and O.B. and Christy Lane (hereinafter referred to as "Lane"), in Sections 22 and 23 of Township 77 North Range 26 West in the County of Madison, State of Iowa.

W H E R E A S, the parties are neighboring owners of land separated by common boundaries, the location of which are not in dispute, and

W H E R E A S, partition fence agreements have not been entered into previously, and

W H E R E A S, Chapter 113 of the Code of Iowa provides that the adjoining land owners may establish and maintain fences pursuant to an agreement, and

W H E R E A S, parties desire to establish a permanent undivided responsibility on the part of one of the two abutting owners with respect to every portion of partition fence, and

W H E R E A S, this agreement divides common boundary lines into common boundary segments, which are suitable for individual assessment of responsibility and maintenance, and

W H E R E A S, this agreement separates all possible common boundary segments into two classes, one running generally North and South and one running generally East and West, unless otherwise specified, and

W H E R E A S, this agreement assigns the sole responsibility for construction and maintenance of a fence on each half of every common boundary segment to one of the two abutting owners, and

W H E R E A S, for the reasons above stated and in consideration of the mutual covenants herein contained, the parties,

STATE OF IOWA, MADISON COUNTY, ss.

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Book 2 Page 47 Recording Fee 40.00 Mary E. Welty, Recorder By M. Welty Deputy

for themselves, their heirs, and assigns, have agreed, and do by these presents agree to maintain fences on every common boundary as follows:

SECTION ONE

OWNERSHIP OF COMMON BOUNDARY SEGMENTS

Unless otherwise specified in Section Eleven:

(a) On each East-West common boundary segment, the southern owner shall maintain the eastern half of the fence and the northern owner shall maintain the western half of the fence; and

(b) On each North-South common boundary segment, the eastern owner shall maintain the northern half of the fence and the western owner shall maintain the southern half of the fence.

SECTION TWO

DEFINITION OF COMMON BOUNDARY SEGMENT

For purposes of this agreement, a common boundary segment is that length of a boundary line that is a straight line and separates property belonging to two parties. Additional common boundary segments may be designated by adjoining parties in the following special situations:

(a) Where a common boundary line lying wholly between the properties of two parties consists of two or more straight lines and would constitute two or more common boundary segments, the parties may separately agree or treat the entire common boundary as a single common boundary segment.

SECTION THREE

DEFINITION OF "NORTH-SOUTH SEGMENT" AND "EAST-WEST SEGMENT"

For purposes of this agreement, a "North-South segment" is any boundary segment described by a course bearing between S 44 degrees 59 minutes 59 seconds E and S 45 degrees W inclusive (or the reciprocal thereof: N 44 degrees 59 minutes 59 seconds W to N 45 degrees E inclusive). An "East-West segment" is a boundary segment described by a course bearing between N 45 degrees 00

minutes 01 seconds E and S 45 degrees E inclusive (or the reciprocal thereof: S 45 degrees 00 minutes 01 seconds W to N 45 degrees W inclusive).

SECTION FOUR

CENTER POSTS

The center point of each common boundary segment shall be located by the two parties whose property is bounded thereby, and they shall cooperate in sinking a permanent center post at such point. The center posts thus located and established will be the halfway points of each common boundary segment thereafter unless subdivision of property of a party creates new common boundary segments, in which event any required new center posts will be located and erected in a similar manner by two parties abutting each newly created common boundary segment.

SECTION FIVE

CORNER POSTS AND ANCHORS

Where a corner post terminates common boundary segments for which two parties are responsible, they shall cooperate in erecting and maintaining the necessary post. Each party agrees to permit any encroachment by another party where necessary to anchor a corner post provided that any such encroachment shall not exceed twenty-four inches and further provided that the encroaching party sufficiently covers and shields all anchors and guy wires to prevent injuries.

SECTION SIX

TYPE AND QUALITY OF FENCE

All fences shall be constructed and maintained pursuant to this agreement and Chapter 113.18 and 113.19 of the Iowa Code 1983 as a minimum. Chapter 113.18 states as follows:

"A lawful fence shall consist of:

1. Three rails of good substantial material fastened in or to good substantial posts not more than ten feet apart.

2. Three boards not less than six inches wide and three-quarters of an inch thick, fastened in or to good substantial posts not more than eight feet apart.

3. Three wires, barbed with not less than thirty-six iron barbs of two points each, or twenty-six iron barbs of four points each, on each rod of wire, or of four wires, two thus barbed and two smooth, the wires to be firmly fastened to posts not more than two rods apart, with not less than two stays between posts, or with posts not more than one rod apart without such stays, the top wire to be not more than fifty-four nor less than forty-eight inches in height.

4. Wire either wholly or in part, substantially built and kept in good repair; the lowest or bottom rail, wire, or board not more than twenty nor less than sixteen inches from the ground, the top rail, wire, or board to be between forty-eight and fifty-four inches in height and the middle rail, wire, or board not less than twelve nor more than eighteen inches above the bottom rail, wire, or board.

5. Any other kind of fence which, in the opinion of the fence viewers, shall be equivalent thereto."

Chapter 113.19 states as follows:

"All partition fences may be made tight by the party desiring it, and when his portion is so completed, and securely fastened to good substantial posts, set firmly in the ground, not more than twenty feet apart, the adjoining property owner shall construct his portion of the adjoining fence, in a lawful tight manner, same to be securely fastened to good substantial posts, set firmly in the ground, not more than twenty feet apart."

All tight partition fences shall consist of, when necessary to restrain horses and cattle, a minimum of four strands of barbed wire and a top wire to be a minimum of forty-eight inches in height.

All tight partition fences shall consist of, when restraining hogs, twenty-six inches of woven wire fence, three strands of barbed wire on top, with a minimum height of forty-eight inches of the upper most strand.

SECTION SEVEN

ARBITER

Disputes arising under this agreement shall be submitted to the duly installed fence viewers or hereafter installed for the resolution of fence disputes in Madison County, Iowa. Their decision shall be final.

SECTION EIGHT

BINDING EFFECT

This agreement shall be considered a covenant running with the land and permanently binding and benefiting the property of every party.

SECTION NINE

WAIVERS

Nothing in this agreement shall be construed to prevent any two abutting parties from agreeing to establish or maintain a fence that varies from the terms of this agreement; provided, however, that any such agreement shall be effective only during the continued acquiescence of both parties thereto unless such an agreement is ratified in writing.

SECTION TEN

LATER PARTIES

Any property owner may become a party to this agreement, provided such property owner:

(a) Owns property that is separated from the property of one or more parties by one or more common boundaries; and,

(b) Executes, for himself, his assigns and heirs, and records a copy of this agreement.

SECTION ELEVEN

That Sadik will maintain the North-South boundary separating the west one-half (W½) of the southwest quarter (SW¼) and the east one-half (E½) of the southwest quarter (SW¼) and the con-

tinuation of that line to the point of intersection with the north thirty (N 30) acres of the northeast quarter (NE¼) of the southeast quarter (SE¼). Howell will maintain the East-West fence along the north thirty (N 30) acres of the northeast quarter (NE¼) of the southwest quarter (SW¼), all in Section 23.

That Howell will maintain the North-South segment of the partition fence located generally along the eastern boundary of the west one-half (W½) of the northeast quarter (NE¼) which separates the southeast quarter (SE¼) of the northeast quarter (NE¼). That Weil will maintain the East-West segment separating the northeast quarter (NE¼) of the northeast quarter (NE¼) from the southeast quarter (SE¼) of the northeast quarter (NE¼).

That Lane will maintain the southern 37.5 rods and Howell will maintain the north 42.5 rods along the east line of the northwest quarter (NW¼) of the northeast quarter (NE¼) in Section 24.

The parties hereto hereby covenant to abide by this agreement with respect to any such subsequent party as though that party was an original signer of this agreement.

IN WITNESS WHEREOF, we have hereunto set our hands _____ and seals at _____ on the date first above written.

Mark M Howell
MARK HOWELL

Elizabeth A Howell
ELIZABETH HOWELL

GEORGE E. SADIK

ELLY SADIK

Lewis McLaughlin
LEWIS MCLAUGHLIN

Margaret T. McLaughlin
MARGARET MCLAUGHLIN

John Weil
JOHN WEIL

Margaret Weil
MARGARET WEIL

Calvin E Johnson
CALVIN E. JOHNSON

Ruth Johnson
RUTH JOHNSON

O. B. Lane
O. B. LANE

Christie B. Lane
CHRISTY LANE

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 8 day of July, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Howell and Elizabeth Howell, 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.

Notary Public in and for the
State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared George E. Sadik and Elly Sadik, 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.

Notary Public in and for the
State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 29 day of July, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared Lewis McLaughlin and Margaret McLaughlin, 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.

Notary Public in and for the
State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 29 day of July, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared John Weil and Margaret Weil, 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.

James D. George
Notary Public in and for the
State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 16 day of October, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared Calvin E. Johnson and Ruth Johnson, 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.

Regina J. Tuttle
Notary Public in and for the
State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 29 day of July, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared O.B. Lane and Christy Lane, 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.

James D. George
Notary Public in and for the
State of Iowa