

Recorded: 6/14/2019 at 3:10:19.0 PM
County Recording Fee: \$22.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$25.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2019 PG: 1496

Prepared by: Larry L. Anfinson, Anfinson & Luce, P.L.C., 726 W. 4th Street, Waterloo, IA 50702
(319) 235-9507

After recording, return to: Hertz Farm Management, P.O. Box 1105, Cedar Falls, IA 50613

BOUNDARY LINE FENCE AGREEMENT

This Agreement is made this 10 day of June, 2019, by Richard D. Bockenstedt, as Trustee of the Richard D. Bockenstedt Revocable Trust Dated October 19, 2016, as it may be amended from time to time, and Kimberly S. Bockenstedt, as Trustee of the Kimberly S. Bockenstedt Revocable Trust Dated October 19, 2016, as it may be amended from time to time (hereinafter referred to as "Sellers") and Thomas Goldsmith and Susan Goldsmith, husband and wife (hereinafter referred to as "Buyers").

WHEREAS, Sellers have sold to Buyers and Buyers have purchased from Sellers certain real estate located in Delaware County, Iowa, which real estate is legally-described as follows:

See Exhibit "A" attached hereto

(hereinafter referred to as "Sold Real Estate"); and

WHEREAS, Sellers have retained as their separate property certain real estate surrounding the Sold Real Estate; and

WHEREAS, as a part of the Real Estate Sales Agreement, Sellers have agreed that Buyers shall not be responsible or liable for the construction or maintenance of any boundary line fence that may exist, or be later constructed, on the boundary line separating the Sold Real Estate from any other real estate retained by Sellers.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Buyers shall not have any responsibility or liability for the construction, or maintenance, of any boundary line fence or fences that may exist at the present time, or be constructed in the future, separating the Sold Real Estate from any real estate retained by the

Sellers. This Agreement shall supersede and be in lieu of any provisions of Chapter 359A of the 2019 Code of Iowa.

2. It is further agreed by Sellers and Buyers that this Agreement shall be binding upon them, their grantees, heirs, successors, or assigns and shall constitute and be construed as a covenant running with the land.

Dated at Delaware County, Iowa, this 10 day of June, 2019.

RICHARD D. BOCKENSTEDT REVOCABLE
TRUST DATED OCTOBER 19, 2016

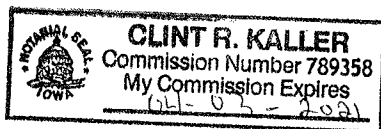
By: Richard D Bockenstedt
Richard D. Bockenstedt, Trustee

KIMBERLY S. BOCKENSTEDT REVOCABLE
TRUST DATED OCTOBER 19, 2016

By: Kimberly S Bockenstedt
Kimberly S. Bockenstedt, Trustee

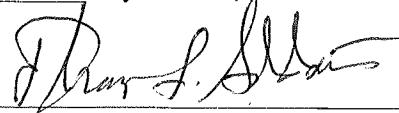
STATE OF IOWA)
) ss.
COUNTY OF Delaware)

This instrument was acknowledged before me on the 10 day of June, 2019, by Richard D. Bockenstedt, as Trustee of the Richard D. Bockenstedt Revocable Trust Dated October 19, 2016, and Kimberly S. Bockenstedt, as Trustee of the Kimberly S. Bockenstedt Revocable Trust dated October 19, 2016.

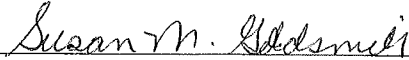


Clint R Kaller
Notary Public in and for the State of Iowa

Dated at DYERSVILLE
~~11 JUN 19~~, Iowa, this 11th day of June, 2019.



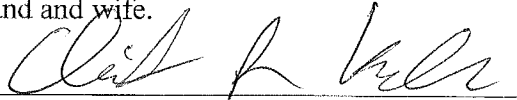
Thomas Goldsmith



Susan Goldsmith

STATE OF IOWA)
COUNTY OF Delaware) ss.

This instrument was acknowledged before me this 10 day of June, 2019, by Thomas Goldsmith and Susan Goldsmith, husband and wife.



Notary Public in and for the State of Iowa

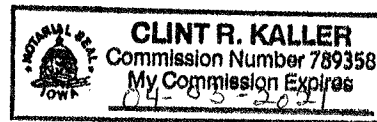


EXHIBIT "A"

Parcel 2019-35 Part Of The Southwest Quarter (SW $\frac{1}{4}$) of Section Eight (8), Township Ninety North (T90N), Range Four West (R4W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2019, Page 1212;

AND

Parcel 2019-36 Part of the West Half (W $\frac{1}{2}$) Of The Northwest Quarter (NW $\frac{1}{4}$) Of Section Seventeen (17), Township Ninety North (T90N), Range Four West (R4W) Of The Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2019, Page 1212.