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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

FARM FENCE AGREEMENT

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Dean R. Nelson, P.O. Box 370, Earlham, Iowa 50072 (515)758-2267

Taxpayer Information: (Name and complete address)

John S. Mills

1612 – 120th Street

Earlham, Iowa 50072

✓ Return Document To: (Name and complete address)

Dean R. Nelson

P.O. Box 370

Earlham, Iowa 50072

Grantors:

N/A

Grantees:

N/A

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Prepared By: Dean R. Nelson, P.O. Box 370, Earlham, Iowa 50072 (515) 758-2267

FENCE AGREEMENT

This Fence Agreement is made and entered into this 1st day of May, 2012, by and between John S. Mills, a single person, hereinafter referred to as First Party; and Crawford & Crawford Farms, Inc., hereinafter referred to as Second Party,

WITNESSETH:

WHEREAS, First Party owns the following described real estate situated in Madison County, Iowa, hereinafter described as Parcel No. 1, to-wit:

The Fractional Southwest Quarter except Parcel C in Section 7, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa.

And

The Fractional Northwest Quarter of Section 18, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa.

WHEREAS, Second Party owns the following described real estate situated in Madison County, Iowa, and described as Parcel No. 2, to-wit:

The Northeast Quarter of Section 18, and the Southeast Quarter of Section 7, except the North Half of the Northwest Quarter of the Southeast Quarter of said Section 7, all in Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa.

WHEREAS, Parcel No. 1 and Parcel No. 2 share a common boundary line between each other; and

WHEREAS, First Party and Second Party for themselves, their heirs, assigns, and successors in interest, desire to provide for the ownership, maintenance and replacement of the partition fence situated on the common boundary line between Parcels No. 1 and 2.

NOW, THEREFORE, in consideration of the promises and covenants made to each other, First Party to Second Party, do hereby agree and contract as follows:

1. First Party, their grantees, heirs, devisees, personal representatives, assigns and successors in interest shall own, maintain, repair, and replace when necessary the North one-half of the partition fence between Parcel No.1 and Parcel No. 2 as herebefore described.

2. Second Party, their grantees, heirs, devisees, personal representatives, assigns and successors in interest shall own, maintain, repair, and replace when necessary the South one-half of the partition fence between Parcel No.1 and Parcel No. 2 as herebefore described.

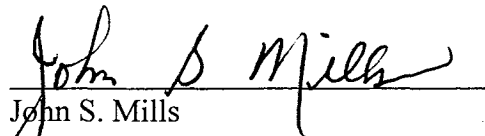
3. Until amended or released, this fence agreement shall constitute a permanent and binding fence agreement, which shall run with the ownership of the real estate described herein.

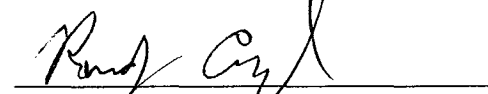
IN WITNESS WHEREOF, First Party and Second Party have executed this agreement the day and year above written.

First Party

Second Party

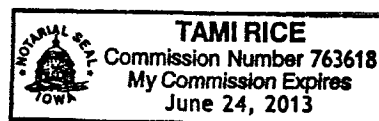
Crawford & Crawford Farms, Inc.

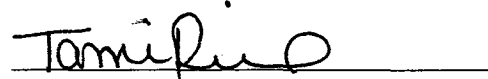

John S. Mills


By: Randy Crawford, President

STATE OF IOWA :
: SS
MADISON COUNTY :

On this 1st day of May, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John S. Mills, 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.

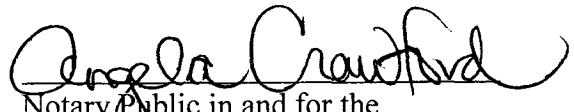



Notary Public in and for the
State of Iowa.

STATE OF IOWA)
) SS
ADAIR COUNTY)

On this 3 day of May, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randy Crawford as President of said corporation by authority of its Board of Directors; and that the said Randy Crawford as President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.




Notary Public in and for the
State of Iowa.