

CERTIFICATION OF TOWNSHIP CLERK

This is to certify that the attached order of Township Trustees is a true and correct copy of the order of said Township Trustees as the same appears in my records as Clerk of Douglas Township, said costs in connection with order of fence viewers having been paid in full.

Dated this 20 day of March, A. D. 1948.

**COMPALED**

John Brownlie.  
Township Clerk.

Trustees of Monroe Twp. #1899 Filed for record the 19 day of April  
To A. D. 1948 at 1:30 o'clock P. M.

E. B. Weeks et al Fee \$ .50 **VC**  
Wilma M. Wade, Recorder

COPY OF MINUTES  
Monroe Township Madison County Iowa

This is to Certify that on April the tenth 1948 the trustees of Monroe township met on the premises of land owned by E. B. Weeks and Wilbur E Smith described as follows.

The east one half ( $E\frac{1}{2}$ ) of the South east one fourth ( $SE\frac{1}{4}$ ) of the South West One fourth ( $SW\frac{1}{4}$ ) of Sec 9 Monroe township possessed by E. B. Weeks. And the West One half ( $W\frac{1}{2}$ ) of the South east One fourth ( $SE\frac{1}{4}$ ) of the south West One fourth ( $SW\frac{1}{4}$ ) of sec 9. Monroe township, possessed by Wilbur E Smith.

That said Meeting was for the purpose of establishing a division of the fence line seperating above described pieces of land.

That said Meeting was by the authority granted under section 113.3 Code of 1946. - State of Iowa.

That Written Notice was given E. B. Weeks and Wilbur E. Smith as required by law.

That division of fence was established as follows, beginning at the road line along south side of said land to a point Four hundred fifty three and  $\frac{1}{2}$  ft North of said road line the fence shall belong to Wilbur E Smith.

beginning at a point four hundred fifty three and  $\frac{1}{2}$  ft North of said road line to a point Nine hundred seven ft North of said road line shall belong to E. B. Weeks

beginning at a point Nine hundred seven ft North of said road line to the top of the North bank of Clanton Creek shall belong to Wilbur E Smith.

from the top of the North bank of Clanton Creek to the North line of above described land shall belong to E. B. Weeks

That Wilbur E Smith shall have the right to fasten his fence to the End post located Nine hundred seven ft North of said road line.

Wilbur E Smith and the four hundred fifty three and  $\frac{1}{2}$  ft of fence belong-  
ing to E B Weeks shall be Constructed of Woven Wire with three barb wires  
on top

That Wilbur E Smith and E. B. Weeks shall have until June first 1948  
to finish Construction of all of said fence line between the above described  
pieces of land it is further agreed that said fence line shall remain  
in present location

Twelve dollars was fixed as fees for trustees services one half to be  
paid by each party Concerned payment is hereby acknowledged by Clerk.

C. M. Burkhead Clerk  
of Monroe Township Madison County Iowa

John Verwers  
P. L. Estell. Chairman of board

**COMPARED**

Ida J. Robinson &  
H. L. Paull Guardian  
To

#2114  
Fee \$.80

Filed for record the 4 day of May  
A. D. 1948 at 3:30 o'clock P.M.

Joe Utsler  
Wilma M. Wade, Recorder

PARTITION FENCE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of March, A.D.  
1948, by and between Joe Utsler, party of the first part, and Ida J. Robinson,  
and H. L. Paull, Guardian of the property of Ida J. Robinson, parties of  
the second part, WITNESSETH:

WHEREAS, first party is the owner of the Southeast  
Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section  
Thirty-one (31), Township Seventy-five (75) North, of  
Range Twenty-seven (27), West of the 5th P.M., Iowa, and  
second party is the owner of the Fractional South-  
west Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of  
Section Thirty-one (31), Township Seventy-five (75)  
North, of Range Twenty-seven (27), West of the 5th P. M.,  
Iowa, and the partition line fence between the above  
described 40 acre tracts runs north and south and is  
80 rods in length.

NOW THEREFORE, it is mutually understood by and between the parties hereto,  
and in consideration of the covenants and agreements herein contained, that  
each of said parties shall keep up and maintain a lawful fence on said  
partition line for one-half of the distance thereof, or 40 rods each.

That first party will build, keep up, maintain and repair  
said lawful fence on the south 40 rods of said partition line  
beginning in the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$ )  
of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty-one (31) as  
above described and running thence north 40 rods, and that  
second party will build, keep up, maintain and repair said lawful fence  
beginning at a point in the Northwest corner of the South-  
east Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of  
Section Thirty-one (31) and running thence south 40 rods  
to a point adjoining the 40 rods heretofore described  
belonging to first party

IN WITNESS WHEREOF, first and second parties have hereunto set their hand  
and seals this day and year above written.

Ida J Robinson Second Party  
Ida J. Robinson, By  
H. L. Paull Guardian Second Party  
Joe Utsler First Party