

of the N. W. $\frac{1}{4}$ of the N. E. $\frac{1}{2}$ of Section 28 Twp 75 N Range 26 west of the 5th P. M. Madison Co Ia and the 72 acres located in the South $\frac{1}{2}$ of the S E. $\frac{1}{4}$ of Sec. 21 Twp 75 N. Range 26 west of the 5th P.M. Madison Co. Ia. and have made the following decision. The East 1115 $\frac{1}{2}$ ft. of said division fence We assign to Christina Marie Imes and Marvin E. Imes as their portion of said division fence and the west 865 $\frac{1}{2}$ ft. of said fence we assign to Helen Ekleberry and Bert Ekleberry as their share of said division fence. Each to build a legal fence on his or her share. And the costs of this meeting to be shared equally by Marie Imes and Bert Ekleberry

Costs taken Amount of - \$20³⁵

H. B Scott
E. E. Cox
Guy W Carter

The Board adjourned to -

Signed R A Scrivner, Clerk.
TOWNSHIP, CITY OR TOWN CLERK OF THE BOARD OF REVIEW

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 of South Township, Madison County, Iowa, as the same appears in my records as Clerk of South Township under date of May 24, 1948,

Dated this 25th day of May, A. D. 1948.

R A Scrivner Township Clerk

COMPARED
L. L. Blomgren #712 Filed for record the 7 day of February
To A. D. 1949 at 1:00 o'clock P.M.
Fee \$.80 /
W. Howard Hammans Wilma M. Wade, Recorder
PARTITION FENCE AGREEMENT

THIS AGREEMENT, made and entered into by and between L. L. Blomgren, party of the first part, and W. Howard Hammans, party of the second part,

WITNESSETH:

WHEREAS, first party is the owner of the

North 39.69 Acres of the Southwest Fractional Quarter (SW Fr. $\frac{1}{4}$) of the Southwest Fractional Quarter (SW Fr. $\frac{1}{4}$) of Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; and,

WHEREAS, second party is the owner of the

Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Fractional Quarter (SW Fr. $\frac{1}{4}$), and the South Five (5) Acres of the Southwest Fractional Quarter (SW Fr. $\frac{1}{4}$) of the Southwest Fractional Quarter (SW Fr. $\frac{1}{4}$) all in Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa; and

WHEREAS, the parties hereto are desirous of reaching an amicable agreement as to the division of the partition fence separating their

respective tracts of real estate.

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

1. Party of the first part, his heirs and assigns, shall maintain a tight fence on the east side of the tract of real estate hereinbefore described as belonging to first party.

2. Second party, his heirs and assigns, shall maintain a tight fence along the south side of the real estate hereinbefore described as belonging to first party.

3. In consideration of this division of said partition fence, first party agrees to erect and maintain at his own expense an erosion dam and spillway across the two (2) ditches near the east end of said south partition fence. It is understood between the parties hereto that said erosion dam shall be erected across both of said ditches which now join at or near said south partition fence, and second party hereby grants first party the right and privilege to erect said erosion control dam on the fence line subject to the condition that said dam be constructed in such a manner as will permit the building of said partition fence across the top of said dam. It is further Agreed by and between the parties hereto that second party will at his own expense erect and maintain a good and sufficient fence below the face of said dam such as will keep the livestock belonging to second party off of the south side of said dam. First party agrees to maintain the opening, if any, across the spillway at the end of said dam so as to prevent livestock from crossing through or under said fence at the point of said spillway.

4. It is further agreed by and between the parties hereto that said dam shall be constructed by first party as soon as practicable, and that second party will immediately build a new tight fence on that portion of the partition fence herein agreed to be erected and maintained by second party. It is further agreed that each of the parties hereto, their heirs and assigns will maintain tight fences on their respective parts of said partition fence.

L L Blomgren
Party of the First Part
W. Howard Hammans.
Party of the Second Part

STATE OF IOWA MADISON COUNTY) ss

On this 15th day of January, A. D. 1949, before me Shirley A. Webster a Notary Public in and for the County of Madison, State of Iowa

personally appeared W. Howard Hammans, party of the second part, to me known to be the identical person named in and who executed the foregoing Partition Fence Agreement, and acknowledged that he executed the same as his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

(Notarial Seal)

Shirley A. Webster Notary Public
in and for Madison County, Iowa.

STATE OF Iowa COUNTY OF Madison) ss

On this 25th day of January, A. D. 1949, before me Charles D Van Werden, a Notary Public in and for the County of Madison, State of Iowa, personally appeared L. L. Blomgren, party of the first part, to me known to be the identical person named in and who executed the foregoing Partition Fence Agreement, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

Charles D Van Werden
Notary Public in and for Madison
County, State of Iowa.

Fred W. Ramsey #2380 Filed for record the 19 day of April
To A.D. 1949 at 3:30 o'clock P.M.

Fee \$.80/

Worth J. & Lyle G. Ramsey Wilma M. Wade, Recorder
FENCE AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of April, A.D. 1949, by and between Fred W. Ramsey, first party, and Worth J. Ramsey and Lyle G. Ramsey, parties of the second part, WITNESSETH:

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

The Southeast Quarter of the Southeast Quarter of Section Thirty-six (36), Township Seventy-six (76) North, Range Thirty (30), Adair County, Iowa,

and, he is also the owner of the following described real estate, to-wit:

The South Ten (10) Acres of that part of the Southwest Fractional Quarter of the Southwest Fractional Quarter of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Ia. lying west of the public highway as the same now extends in a north and south direction through said fractional Southwest Quarter of the Fractional Southwest Quarter,

and, WHEREAS, second parties are the owners of all of the following described real estate, to-wit:

The Southwest Fractional Quarter of the Southwest Fractional Quarter of Section Thirty-one (31), Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa, except the Ten (10) Acre tract hereinbefore described as belonging to first party.