

Boundary Line Fence Agreement

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DONNA ELLISON, COUNTY RECORDER
BREMER IOWA

Prepared by: Jeffrey L. Troendle, 215 E San Marnan Drive, Waterloo, IA 50702

319-234-1949

BOUNDARY LINE FENCE AGREEMENT

This Agreement is made this 4th day of August, 2004, by and between Otrusina Family L.P., (hereinafter referred to as "Otrusinas") and Donald W. and Charlene F. Bahe (hereinafter referred to as "Bahes").

WHEREAS, Bahes have recently purchased from Otrusinas certain real estate, which real estate is legally-described as follows:

300-06-34-200-014

County Auditor's Parcel Letter 'A' located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 34, Township 92 North, Range 13 West of the 5th P.M., Bremer County, Iowa, more particularly described as follows:

Commencing at the NE corner of said SE $\frac{1}{4}$ of said NE $\frac{1}{4}$; thence S 00°08'36" West, 362.00 feet along the East line of said SE $\frac{1}{4}$ of said NE $\frac{1}{4}$ to the point of beginning (said point also being the South corner of an existing tract in said Section 34 (as described in County Recorder's Bk 227 Pg 277)); thence South 00°08'36" West, 619.00 feet along said East line; thence South 85°50'54" West, 257.00 feet; thence North 03°28'34" West, 402.00 feet; thence North 76°23'05" West, 361.10 feet; thence North 02°00'08" West, 512.55 feet to a point on the North line of said SE $\frac{1}{4}$ of said NE $\frac{1}{4}$; thence North 89°54'14" East, 90.00 feet along said North line to the West corner of said existing tract; thence South 57°14'21" East, 667.22 feet along the SW line of said existing tract, to the point of beginning, containing 8.54 acres total. Subject to easements.

Note: For the purposes of this survey, the East line of said SE $\frac{1}{4}$ of said NE $\frac{1}{4}$ was determined to bear South 00°08'36" West using GPS.

AND

WHEREAS, Otrusinas have retained as their separate property the following-described real estate:

300-06-34-200-013

The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ except the North 900 feet thereof; and the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ except the South 660 feet thereof, all in Section 35 and the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ except the South 2030 feet thereof; and the East 35 acres of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ except the following: Commencing 362 feet South of the NE corner of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$, running thence North 362 feet, thence West 562 feet, thence in a SErly direction to the point of beginning, all in Section 34, all being in Township 92 North, Range 13 West of the 5th P.M., Bremer County, Iowa; and the West 330 feet of the South 660 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 35, Township 92 North, Range 13 West of the 5th P.M., Bremer County, Iowa except Parcel Letter 'A' described above.

AND

WHEREAS, as part of the Real estate Sales Agreement, Bahes have agreed to be responsible for the construction and maintenance of any boundary line fences between said Parcel Letter 'A' and the adjoining real estate retained by Otrusinas, if either party, their grantees, heirs, successors or assigns should later request or demand the construction of a fence between the parcels.

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. Bahes hereby agree to construct and maintain a boundary line fence surrounding the acreage that they have purchased, namely, Parcel Letter 'A', separating that acreage from the surrounding land owned by Otrusinas. Bahes shall be responsible for all costs and expense in association with the construction and maintenance of this fence or any future fences required.
2. The fence to be constructed by Bahes shall be a minimum of one wire at all times and at the request of Otrusinas or their assigns may need to be upgraded to a "lawful" fence as defined by Chapter 359A of the 2003 Code of Iowa.
3. The parties further agree that the Bremer County District Court shall have full and complete authority to enforce this Agreement, or any part thereof, and to do so in such manner as may be just and equitable in the premises.
4. It is further agreed between the parties hereto 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 Waverly, Iowa, this 4th day of August, 2004.

Donald W. Bahe
Donald W. Bahe

Charlene F. Bahe
Charlene F. Bahe

STATE OF IOWA)
)ss:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me this 4th day of August, 2004, by Donald W. Bahe and Charlene F. Bahe, husband and wife.



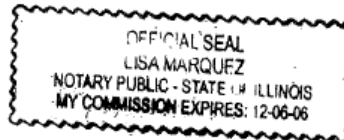
Jeffrey A. Troendle
Notary Public in and for the State of Iowa

Dated at Bedford Park, Illinois, this 4th day of August, 2004.

OTRUSINA FAMILY L.P.

By: Edward C. Otrusina
Edward C. Otrusina, Managing Partner

STATE OF ILLINOIS)
COUNTY OF Cook) ss:



This instrument was acknowledged before me this 9 day of August, 2004, by Edward C. Otrusina, Managing Partner for Otrusina Family L.P.

Lisa Marquez
Notary Public in and for the State of Illinois

County Auditor's Parcel Letter 'A' located in the SE ¼ of the NE ¼ of Section 34, Township 92 North, Range 13 West of the 5th P.M., Bremer County, Iowa, more particularly described as follows:

Commencing at the NE corner of said SE ¼ of said NE ¼; thence S 00°08'36" West, 362.00 feet along the East line of said SE ¼ of said NE ¼ to the point of beginning (said point also being the South corner of an existing tract in said Section 34 (as described in County Recorder's Bk 227 Pg 277)); thence South 00°08'36" West, 619.00 feet along said East line; thence South 85°50'54" West, 257.00 feet; thence North 03°28'34" West, 402.00 feet; thence North 76°23'05" West, 361.10 feet; thence North 02°00'08" West, 512.55 feet to a point on the North line of said SE ¼ of said NE ¼; thence North 89°54'14" East, 90.00 feet along said North line to the West corner of said existing tract; thence South 57°14'21" East, 667.22 feet along the SW line of said existing tract, to the point of beginning, containing 8.54 acres total. Subject to easements.

Note: For the purposes of this survey, the East line of said SE ¼ of said NE ¼ was determined to bear South 00°08'36" West using GPS.

AND

WHEREAS, Otrusinas have retained as their separate property the following-described real estate:

The SW ¼ of the NW ¼ except the North 900 feet thereof; and the W ½ of the SW ¼ except the South 660 feet thereof, all in Section 35 and the E ½ of the SE ¼ except the South 2030 feet thereof; and the East 35 acres of the SE ¼ of the NE ¼ except the following: Commencing 362 feet South of the NE corner of said SE ¼ of NE ¼, running thence North 362 feet, thence West 562 feet, thence in a SEly direction to the point of beginning, all in Section 34, all being in Township 92 North, Range 13 West of the 5th P.M., Bremer County, Iowa; and the West 330 feet of the South 660 feet of the SW ¼ of the SW ¼ of Section 35, Township 92 North, Range 13 West of the 5th P.M., Bremer County, Iowa except Parcel Letter 'A' described above.