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BOOK 2 PAGE 187

2009 DEC 15 AM 11:46



MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED

REC \$ 15⁰⁰
AUD \$ 1⁰⁰
R.M.F. \$ 1⁰⁰

✓
Prepared By: Samuel H. Braland, P.O. Box 370, Earlham, IA 50072 (515) 758-2267

FENCE AGREEMENT

This Agreement is made and entered into this 13th day of December, 2000, by and between John Paul Marston, hereinafter referred to as "Marston"; and Brian J. Beener and Kimberly L. Beener, husband and wife, hereinafter referred to as "Beeners";

WITNESSETH:

Marston owns the following described real estate situated in Madison County, Iowa herein designated as Parcel No. 1, to-wit:

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 35, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "A" located in said NE $\frac{1}{4}$ NW $\frac{1}{4}$ as shown by the survey recorded in Book 2, Page 734, in the Office of the Recorder of Madison County, Iowa.

Beeners own the following described real estate situated in Madison County, Iowa herein designated as Parcel "A", to-wit:

Parcel "A" located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 35, Township 77 North, Range 29 West of the 5th P.M., Madison County, Iowa, as shown by the survey recorded in Book 2, Page 734, in the Office of the Recorder of Madison County, Iowa.

Parcel No. 1 and Parcel "A" share common boundary lines between each other, and Marston and Beeners desire to provide in this agreement for the ownership and expense of erection and maintenance of a fence on the common boundary lines that separate their respective properties.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties do hereby agree as follows:

1. Marston, at his expense shall erect the perimeter fence on the common boundaries separating Marston's and Beeners' above described real estate. Thereafter, ownership of the fence shall vest in Beeners and Beeners shall maintain, repair and replace when necessary said fence.

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

3. This agreement may be amended or released at any time by appropriate agreement entered into for that purpose between Marston and Beeners, their heirs, successors in interest, and assigns, which agreement shall be duly executed, acknowledged, and recorded in the Office of the Recorder of Madison County, Iowa.

IN WITNESS WHEREOF, Marston and Beeners have executed this agreement the day and year above written.

John Paul Marston
John Paul Marston

Brian J. Beener
Brian J. Beener

Kimberly L. Beener
Kimberly L. Beener

STATE OF IOWA)
) SS
MADISON COUNTY)

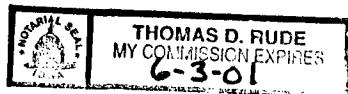
On this 14th day of August, 2000, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared John Paul Marston to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Carla J. Vasey
Notary Public in and for the State of Iowa.

STATE OF IOWA)
) SS
Polk COUNTY)

On this 13th day of December, 2000, before me, the undersigned a Notary Public in and for the State of Iowa, personally appeared Brian J. Beener and Kimberly L. Beener 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.



Thomas D. Rude

Notary Public in and for the State of Iowa.

(SEAL)