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FILED NO. 2267  
BOOK 2 PAGE 141  
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FENCE AGREEMENT

MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

This Agreement is made and entered into this 23 day of ~~December, 1995~~ <sup>January, 1996</sup>, by and between Gary L. Puhr and Kimberly Sue Puhr, husband and wife, hereinafter referred to as "Puhr"; and Benjamin W. Johnson and Terri J. Johnson, husband and wife, hereinafter referred to as "Johnson",

WITNESSETH:

WHEREAS, Puhr owns the following described real estate situated in Madison County, Iowa, to-wit:

A parcel of land located in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 15, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of Section 15, T75N, R27W of the 5th P.M., Madison County, Iowa; thence, along the East line of said Section 15, South 00°10'21" West 387.03 feet; thence South 90°00'00" West 562.74 feet; thence North 00°10'21" East 387.03 feet to the North line of said Section 15; thence, along said North line, North 90°00'00" East 562.74 feet to the Point of Beginning. Said parcel of land contains 5.000 acres, including 1.084 acres of County Road Right-of-Way.

WHEREAS, Johnson owns the following described real estate situated in Madison County, Iowa, to-wit:

The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 15, Township 75 North, Range 27 West of the 5th P.M., Madison County, Iowa.

WHEREAS, Puhrs' real estate and Johnsons' real estate share common boundary lines between each other; and

WHEREAS, Puhr and Johnson for themselves, their heirs, assigns, and successors in interest, desire to legally divide and provide for the ownership, maintenance and replacement of the partition fence situated on the common boundary lines between Puhrs' real estate and Johnsons' real estate above described.

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

#2. Fence Agreement  
Johnson - Puhr.

1. Puhr, their grantees, heirs, devisees, personal representatives, assigns and successors in interest shall own, maintain, repair, and replace when necessary the partition fence on the common boundary lines between the Puhr real estate and the Johnson real estate. Johnson, their heirs and successors in interest, shall have no obligation to erect, maintain, or repair the partition fence on said common boundary lines.

2. If no partition fence is in existence on the common boundaries as of the date of this agreement, then at such time a fence is necessary, Puhr at their expense shall erect the fence on said boundaries. Thereafter, the fence shall be maintained as provided in paragraph 1. above.

3. 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.

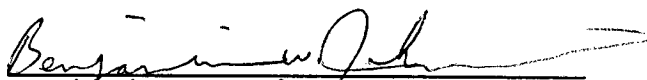
4. This agreement may be amended or released at any time by appropriate agreement entered into for that purpose between Puhr and Johnson, their heirs, successors in interest, and assigns, which agreement shall be duly executed, acknowledged, and filed for record in the Office of the Recorder of Madison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

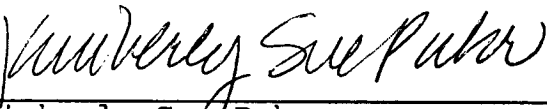
IN WITNESS WHEREOF, Puhr and Johnson have executed this agreement the day and year above written.

PUHR

JOHNSON

  
\_\_\_\_\_  
Gary L. Puhr

  
\_\_\_\_\_  
Benjamin W. Johnson

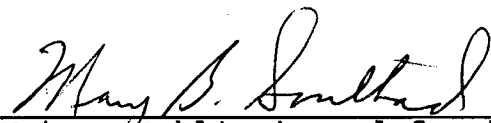
  
\_\_\_\_\_  
Kimberly Sue Puhr

  
\_\_\_\_\_  
Terri J. Johnson

#3. Fence Agreement  
Johnson - Puhr

STATE OF IOWA :  
                  : SS  
MADISON COUNTY :

On this 23 day of <sup>January</sup>~~December~~, 1995, before me, the under-  
signed, a Notary Public in and for the State of Iowa, personally  
appeared Benjamin W. Johnson and Terri J. Johnson, 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  
MADISON COUNTY :

On this \_\_\_\_\_ day of December, 1995, before me, the under-  
signed, a Notary Public in and for the State of Iowa, personally  
appeared Gary L. Puhr and Kimberly Sue Puhr, 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.

( S E A L )