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FILED NO.
BOOK 1958 PAGE 127
1995 AUG 25 PM 3: 21

EASEMENT AND MAINTENANCE AGREEMENT

J. E. O'Neill
RECORDER
JOHNSON CO., IOWA

WHEREAS, Charles A. Dewey and Carol F. Dewey, husband and wife, ("Dewey") are the record titleholder(s) of the following described real estate:

The East Half of the East Half of the Northwest Quarter of Section 28, Township 80 North, Range 5 West of the 5th P.M.

EXCEPT

Commencing at the southeast corner of the east half of the northwest quarter, running thence north along the east line of said east half of northwest quarter to the south line of the public highway, thence in a northwesterly direction along the south line of the said highway to a point 40 feet west of the east line of said east half of northwest quarter, thence south parallel with said east line of $E\frac{1}{2}$ of $NW\frac{1}{4}$, to the south line thereof, thence east along said south line of east half of northwest quarter, to the place of beginning; all being in Section 28, Township 80 North, Range 5 West of the 5th P.M.

WHEREAS, Daniel J. Hays and Julie M. Ewert-Hays, husband and wife, ("Hays") are the record titleholder(s) of the following described real estate:

The west half of the southeast quarter; and the east half of the east half of the southwest quarter; all being in Section 28, Township 80 North, Range 5 West of the 5th P.M.

AND

Commencing at the southeast corner of the east half of the northwest quarter, running thence north along the east line of said east half of northwest quarter to the south line of the public highway, thence in a northwesterly direction along the south line of the said highway to a point 40 feet west of the east line of said east half of northwest quarter, thence south parallel with said east line of $E\frac{1}{2}$ of $NW\frac{1}{4}$, to the south line thereof, thence east along said south line of east half of northwest quarter, to the place of beginning; all being in Section 28, Township 80 North, Range 5 West of the 5th P.M.

WHEREAS, each of the above-described tracts of real estate is improved by the construction thereon of a single family residence;

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and a portion of each is used is for agricultural purposes, and;

WHEREAS, the properties are serviced by a drive which lies wholly within the tract owned by Hays within the area described as:

Commencing at the southeast corner of the east half of the northwest quarter, running thence north along the east line of said east half of northwest quarter to the south line of the public highway, thence in a northwesterly direction along the south line of the said highway to a point 40 feet west of the east line of said east half of northwest quarter, thence south parallel with said east line of E $\frac{1}{4}$ of NW $\frac{1}{4}$, to the south line thereof, thence east along said south line of east half of northwest quarter, to the place of beginning; all being in Section 28, Township 80 North, Range 5 West of the 5th P.M.

WHEREAS, Dewey and Hays desire to provide for the use and maintenance of the drive.

IT IS, IN CONSIDERATION OF THE MUTUAL COVENANTS SET OUT HEREIN, AGREED AS FOLLOWS:

1. Hays grants to Dewey an easement for vehicular ingress and egress over so much of the drive as is reasonably necessary for a.) access to the single family residence existing as of the date of this agreement and located upon the property owned by Dewey, and b.) for seasonal agricultural uses on the balance of Dewey's property.

2. Hays will be responsible for snow removal, mowing, and other maintenance of the easement area, except, Dewey agrees to provide and pay for one-half of periodic additions of gravel and leveling of the north 1,100 feet of the drive to keep the drive in satisfactory condition for operation of passenger motor vehicles.

Dewey shall also be responsible for repair and restoration of any portions of the easement area damaged by movement through the easement area of any agricultural machinery or equipment used upon his property.

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3. Each party grants to the other an easement to enter upon so much of the property of the other as is reasonably necessary to maintain the easement area for its intended use.

4. If the parties cannot agree upon the nature or extent of their rights or obligations hereunder, they agree to submit any such controversies to binding arbitration pursuant to the provisions of Chapter 679A of the Code of Iowa (1995), as from time to time amended. Costs of arbitration shall be born by the unsuccessful party.

5. This agreement shall be binding upon the parties and their successors in interest and shall be a covenant running with the land until revoked by mutual agreement of the then titleholders to the respective tracts of real estate.

This agreement shall terminate at such time as Dewey ceases to use the drive and easement area for the purposes provided in Paragraph 1 of this Agreement. Hays shall then be responsible for all maintenance of the drive and Dewey shall have no further rights or obligations with respect to the drive.

August 24, 1995

Charles A. Dewey
Charles A. Dewey

August 24, 1995

Carol F. Dewey
Carol F. Dewey

August 24, 1995

Daniel J. Hays
Daniel J. Hays

August 24, 1995

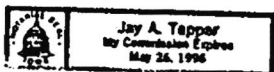
Julie M. Ewert-Hays
Julie M. Ewert-Hays

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STATE OF IOWA)
) SS:
JOHNSON COUNTY)

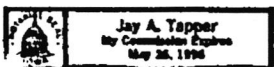
On this 24th day of August, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Charles A. Dewey and Carol F. Dewey, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Jay A. Tapper
Notary Public in and for said State

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 24th day of August, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Daniel J. Hays and Julie M. Ewert-Hays, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Jay A. Tapper
Notary Public in and for said State

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Kind: FENCE AGREEMENT
Recorded: 04/01/2015 at 03:53:37 PM
Fee Amt: \$22.00 Page 1 of 4
Johnson County Iowa
Kim Painter County Recorder

**FENCE AGREEMENT
Recorder's Cover Page**

BK **5348** PG **172-175**

Preparer Information:

Jay W. Sigafoose
P.O. Box 1607
Iowa City, IA 52244
(319) 337-3167

Taxpayer Information:
NA

Return Document to:
Jay W. Sigafoose
P.O. Box 1607
Iowa City, IA 52244
(319) 337-3167

Grantor:
Joan R. Dewey

Grantees:
David G. Hahn
Patricia E. Hahn

Legal Description:
See Second Page

FENCE AGREEMENT

WHEREAS, Joan R. Dewey, a single person, owns the following described real estate hereinafter referred to as the "Dewey Parcel":

The West Half of the East Half of the Northwest Quarter of Section 28, Township 80 North, Range 5 West of the 5th P.M. excepting therefrom The Northwest Quarter (NW1/4) of the North Half (N1/2) of the East Half (E1/2) of the Northwest Quarter (NW1/4) of Section 28, Township 80 North, Range 5 West of the 5th P.M.

WHEREAS, David G. Hahn and Patricia E. Hahn, husband and wife, own the following described real estate hereinafter referred to as the "Hahn Parcel":

The NW1/4 of the N1/2 of the E1/2 of the NW1/4 of Section 28, Township 80 North, Range 5 West of the 5th P.M.

WHEREAS, the above described parcels have a common boundary line described as follows and hereinafter referred to as the "Boundary Line":

The south boundary line of the NW1/4 of the N1/2 of the E1/2 of the NW1/4 of Section 28, Township 80 North, Range 5 West of the 5th P.M.

WHEREAS, no fence currently exists along the Boundary Line; AND

WHEREAS, the parties desire to set the responsibility for construction, maintenance, and repair of a fence along the Boundary Line.

THEREFORE, the parties hereby agree as follows:

1. At this time it is not necessary to construct a fence along the Boundary Line.
2. A fence shall be built upon the Boundary Line if any of the following occur: (1) the owner of the Dewey Parcel desires a fence along the Boundary Line; (2) the owner of the Hahn Parcel desires a fence along the Boundary Line; or (3) it becomes necessary, for any reason, to construct a fence along the Boundary Line.
3. The owner of the Dewey Parcel shall pay one-half of the cost of constructing the fence along the Boundary Line, and the owner of the Hahn Parcel shall pay one-half of the cost of constructing the fence along the Boundary Line.
4. After the new fence is constructed, the owner of the Dewey Parcel and the owner of the Hahn Parcel shall equally share the cost and responsibility for maintaining and repairing the fence except as provided in the next paragraph.

5. If an owner of the real estate adjoining the Boundary Line damages the fence or if the fence is damaged by said owner's, tenant, agent, guest, licensee, or invitee, said owner shall bear the full cost and responsibility of repairing the damage.

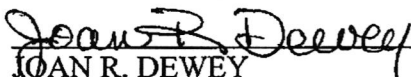
6. The fence shall be constructed, maintained, and repaired so it will turn livestock and be a legal fence pursuant to the Code of Iowa and the ordinances of Johnson County, Iowa. If an owner desires a fence that exceeds these standards, then that owner alone shall be responsible for that portion of the cost that exceeds the cost of the fence that would satisfy these standards.

7. No owner shall take any action to construct, maintain, or repair the fence without first consulting with the owner on the other side of the fence. Each owner shall, in good faith, consult with the other owner when so requested. If one owner engages in construction, maintenance, or repair without consulting with the other owner, then the other owner shall not be liable for the cost of any such construction, maintenance, or repair.

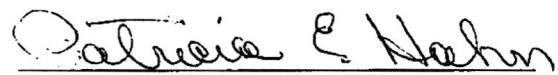
8. All construction, maintenance, and repair shall be approved by both adjoining owners prior to commencement. If after consultation an owner unreasonably refuses to authorize construction, maintenance, or repair, or an owner unreasonably refuses to consult with adjoining owner, then the other owner may complete the proposed construction, maintenance, or repair and shall be entitled to file an action and obtain a judgment against the refusing owner for the refusing owner's share of the cost of said construction, maintenance, or repair. The owner who unreasonably refuses to authorize or consult about construction, maintenance, or repair shall be liable for the other owner's expenses associated with the dispute or action including but not limited to court costs and reasonable attorney fees, even if said expenses are incurred prior to the filing of the action and even if no action is filed.

9. This agreement shall bind and benefit all future owners of the affected real estate. This agreement can be modified only in writing executed by all of the then owners of the affected real estate.

Dated this 1st day of April, 2015



JOAN R. DEWEY

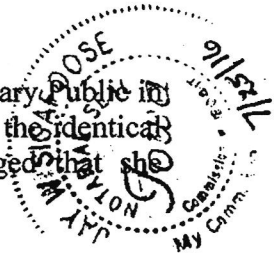

DAVID G. HAHN


PATRICIA E. HAHN

STATE OF IOWA)
) ss:
JOHNSON COUNTY)


On this 1st day of April, 2015, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Joan R. Dewey to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.


Notary Public in and for the State of Iowa




STATE OF IOWA)
) ss:
JOHNSON COUNTY)

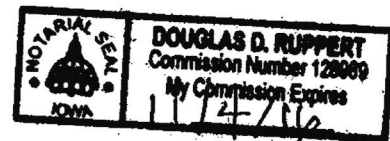
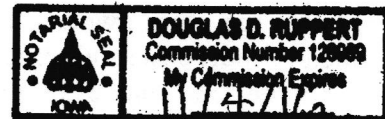
On this 1st day of April, 2015, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared David G. Hahn, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.


Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

On this 1st day of April, 2015, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Patricia E. Hahn, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.


Notary Public in and for the State of Iowa



Prepared by: Douglas D. Ruppert, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222
Return to: Douglas D. Ruppert, 122 South Linn Street, Iowa City, IA 52240



FENCE AGREEMENT

WHEREAS, Michael Robert Dewey a/k/a Michael R. Dewey, a single person, owns the following described real estate situated in Johnson County, Iowa, hereinafter referred to as the "Dewey Parcel";

The east half of the east half of the northwest quarter of Section 28, Township 80 North, Range 5 West of the 5th P.M., except the following described tract, to-wit: Commencing at the southeast corner of said east half of northwest quarter, thence north along the east line of said east half of northwest quarter to the south line of the public highway, thence in a northwesterly direction along the southwesterly line of said highway to a point 40 feet west of the east line of said east half of northwest quarter, thence south parallel with the east line of said east half of the northwest quarter to the south line thereof, thence east along the south line of said east half of northwest quarter 40 feet to the place of beginning, subject to easements, agreements, and restrictions of record.

WHEREAS, David G. Hahn and Patricia E. Hahn, husband and wife, own the following described real estate hereinafter referred to as the "Hahn Parcel";

Outlot A, Rapid Creek Hideaway Subdivision, Johnson County, Iowa, according to the recorded plat thereof.

WHEREAS, the above-described parcels have a common boundary line described as follows and hereinafter referred to as the "Boundary Line";

The easterly boundary of Outlot A, Rapid Creek Hideaway Subdivision, Johnson County, Iowa, according to the recorded plat thereof.

WHEREAS, no fence currently exists along the Boundary Line; and

WHEREAS, the parties desire to set the responsibility for construction, maintenance, and repair of a fence along the Boundary Line.

THEREFORE, the parties hereby agree as follows:

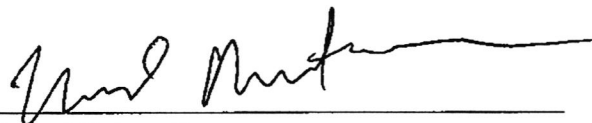
1. At this time, it is not necessary to construct a fence along the Boundary Line.
2. A fence shall be built upon the Boundary Line if any of the following occur: (1) the owner of the Dewey Parcel desires a fence along the Boundary Line; (2) the owner of the Hahn Parcel desires a fence along the Boundary Line; or (3) it becomes necessary, for any reason, to construct a fence along the Boundary Line.
3. The owner of the Dewey Parcel shall pay one-half of the cost of constructing the fence along the Boundary Line, and the owner of the Hahn Parcel shall pay one-half of the cost of constructing the fence along the Boundary Line.
4. After the new fence is constructed, the owner of the Dewey Parcel and the owner of the Hahn Parcel shall equally share the cost and responsibility for maintaining and repairing the fence, except as provided in the next paragraph.
5. If an owner of the real estate adjoining the Boundary Line damages the fence or if the fence is damaged by said owner's tenant, agent, guest, licensee, or invitee, said owner shall bear the full cost and responsibility of repairing the damage.
6. The fence shall be constructed, maintained, and repaired so it will turn livestock and be a legal fence pursuant to the Code of Iowa and the ordinances of Johnson County, Iowa. If an owner desires a fence that exceeds these standards, then that owner alone shall be responsible for that portion of the cost that exceeds the cost of the fence that would satisfy these standards.
7. No owner shall take any action to construct, maintain, or repair the fence without first consulting with the owner on the other side of the fence. Each owner shall, in good faith, consult with the other owner when so requested. If one owner engages in construction, maintenance, or repair without consulting with the other owner, then the other owner shall not be liable for the cost of any such construction, maintenance, or repair.

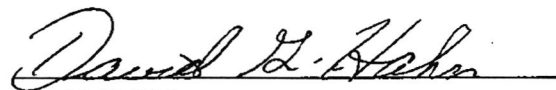
8. All construction, maintenance, and repair shall be approved by both adjoining owners prior to commencement. If after consultation an owner unreasonably refuses to authorize construction, maintenance, or repair, or an owner unreasonably refuses to consult with adjoining owner, then the other owner may complete the proposed construction, maintenance, or repair and shall be entitled to file an action and obtain a judgment against the refusing owner for the refusing owner's share of the cost of said construction, maintenance, or repair. The owner who unreasonably refuses to authorize or consult about construction, maintenance, or repair shall be liable for the other owner's expenses associated with the dispute or action including but not limited to court costs and reasonable attorney fees, even if said expenses are incurred prior to the filing of the action and even if no action is filed.

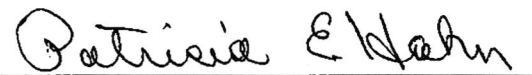
9. This Fence Agreement will automatically cease, terminate and be of no legal force or effect whatsoever at such time as the adjoining property is subdivided for nonagricultural purposes.

10. The provisions of this Fence Agreement shall inure to the benefit of and bind the grantees, successors in interest and assigns of the parties and all covenants herein shall be deemed to apply to and run with the title to the land.

Dated this 8 day of May, 2015.

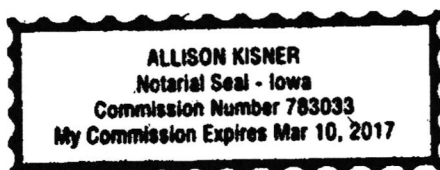

Michael Robert Dewey
a/k/a Michael R. Dewey

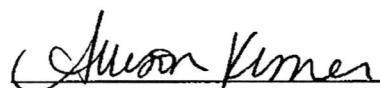

David G. Hahn


Patricia E. Hahn

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

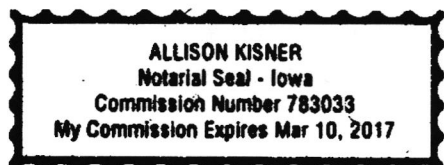
This instrument was acknowledged before me on May 8, 2015, by Michael Robert Dewey a/k/a Michael R. Dewey.

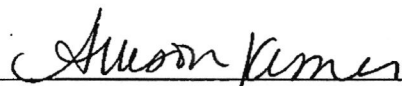



Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on May 8, 2015, by David G. Hahn and Patricia E. Hahn, husband and wife.





Notary Public in and for the State of Iowa