Recorded: 10/16/2026 at 9:06:58.0 AM
County Recording Fee: $42.00
Iowa E-Filing Fee: $3.00
Combined Fee: $45.00
Revenue Tax: $0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 3057

BOUNDARY LINE ACKNOWLEDGMENT AND FENCE AGREEMENT
Recorder's Cover Sheet

Preparer Information: David L. Ginger
Belin McCormick, P.C.
606 Walnut Street, Suite 2000
Des Moines, Iowa 50309-3989
Phone 515-243-7100

Taxpayer Information: N/A

Return Document To: Preparer

Grantors: Hale Supply Co. Inc.
Eastern Iowa Outdoors Foundation, Inc.

Grantees: Hale Supply Co. Inc.
Eastern Iowa Outdoors Foundation, Inc.

Legal Description: See Exhibit A and Exhibit B

Document or instrument number of previously recorded documents: NA

BOUNDARY LINE ACKNOWLEDGMENT AND FENCE AGREEMENT

THIS BOUNDARY LINE ACKNOWLEDGMENT AND FENCE AGREEMENT (this "Agreement") is entered into as of the 16th day of October, 2026 (the "Effective Date") by and between Hale Supply Co. Inc., an Iowa corporation ("Hale"), and Eastern Iowa Outdoors Foundation, Inc., an Iowa nonprofit corporation ("EIOF"). Hale and EIOF are each a "Party" and together the "Parties."

RECITALS

WHEREAS, Hale is the owner of real property situated in Delaware County, Iowa and legally described in Exhibit A (the "Hale Property");

WHEREAS, EIOF is the owner of real property situated in Delaware County, Iowa and legally described in Exhibit B (the "EIOF Property");

WHEREAS, the Hale Property and the EIOF Property share a common boundary line;

WHEREAS, the Hale Property and the EIOF Property were held under common ownership until the recent conveyances to the Parties;

WHEREAS, a Plat of Survey recorded August 14, 2026 in Book 2026, Page 2389 in the office of the Recorder of Delaware County, Iowa (the "Survey") establishes the boundary line between the Hale Property and the EIOF Property (the "Boundary Line");

WHEREAS, as shown on the Survey, the existing fence (the "Fence") does not follow the Boundary Line; and

WHEREAS, the Parties desire to enter this Agreement to establish of record that the location of the Fence will not establish ownership by either Party of any portion of the other Party's property by boundary by acquiescence, adverse possession, or any other claim.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein and deemed a part of this Agreement.

2. Boundary Line Established by Survey. The Boundary Line set forth on the Survey is, and at all times has been, the true and only boundary line between the Hale Property and the EIOF Property, and controls the ownership of each. Each Party waives and releases any argument or claim, whether now existing or hereafter arising, that the boundary line between the Hale Property and the EIOF Property is or should be different than the Boundary Line set forth on the Survey. Without limiting the generality of the foregoing, the Parties acknowledge and agree as follows:

a. Neither Party recognizes, treats, or accepts the Fence as the boundary line between the Hale Property and the EIOF Property, and neither Party has ever done so. The Fence exists for purposes of enclosure and convenience only, its location is not evidence of the location of the Boundary Line, and no act of either Party in erecting, maintaining, repairing, replacing, or observing the Fence constitutes recognition of or acquiescence in the Fence as a boundary line.

b. Any use or occupancy by either Party of any portion of the other Party's property lying between the Boundary Line and the location of the Fence is, and at all times has been, permissive, and does not constitute adverse, hostile, open, notorious, exclusive, or continuous possession, or use under any claim of right.

c. Neither Party, nor any successor owner of either property, has acquired or shall acquire any right, title, or interest in any portion of the other Party's property by reason of the location of the Fence or any use or occupancy of any portion of the other Party's property lying between the Boundary Line and the location of the Fence, whether by boundary by acquiescence, adverse possession, prescriptive easement, easement by implication, easement by necessity, or otherwise. Each Party waives and releases all such claims, whether now existing or hereafter arising.

3. No Easement or Other Interest Created. This Agreement does not grant, convey, create, or reserve any easement or other estate or interest in real property in favor of either Party. The right of entry provided in Section 4 is a temporary right of access for the purposes stated therein, is not an easement, and shall not ripen into any interest in real property. Nothing contained in this Agreement shall be deemed a dedication to the general public or for any public purpose.

4. Relocation of the Fence to the Boundary Line. Either Party may at any time, at its sole election and sole cost and expense, remove all or any portion of the Fence and construct a replacement fence upon the Boundary Line. The Party electing to do so (the "Relocating Party") shall give the other Party not less than thirty (30) days' prior written notice identifying the portion of the Fence to be relocated. The other Party hereby grants the Relocating Party a temporary right of entry upon so much of the other Party's property as is reasonably necessary to perform the work, which right shall terminate upon its completion. The Relocating Party shall promptly restore all portions of the other Party's property disturbed by the work to a condition reasonably comparable to that existing immediately before the work. Upon completion of the work, the replacement fence shall constitute the Fence for all purposes of this Agreement. Neither the failure of either Party to relocate the Fence, nor the passage of any period of time during which the Fence remains in its present location, shall waive any right under this Section 4 or any other provision of this Agreement.

5. Agreement Runs with the Land. This Agreement is appurtenant to, touches and concerns, and runs with the Hale Property and the EIOF Property. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, grantees, and assigns and all future owners of either property, and the acceptance of a deed to either

property shall constitute acceptance of the provisions and obligations of this Agreement. Should either property be subdivided or otherwise divided into two or more parcels, each resulting parcel is expressly made subject to this Agreement.

6. Miscellaneous. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and may not be altered, amended, or modified except by a writing duly executed by both Parties and recorded in the office of the Recorder of Delaware County, Iowa. All prior agreements, negotiations, and understandings, whether oral or written, with respect to the subject matter hereof are superseded and of no further force or effect; provided, however, that nothing in this Agreement amends, impairs, or otherwise affects any other instrument of record between the Parties. The failure of either Party to enforce any term of this Agreement shall not be construed as a waiver of such term. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable or, if it cannot be so modified, severed from this Agreement, and the remaining provisions shall continue in full force and effect. The section headings used in this Agreement are for convenience only and shall not be given any legal import. Each Party acknowledges and agrees that it had the opportunity to consult with counsel in the negotiation and drafting of this Agreement and that no term of this Agreement shall be construed more favorably to one Party based upon which Party drafted such term. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

[Signatures Follow]

Signature Page – Boundary Line Acknowledgment and Fence Agreement

HALE SUPPLY CO. INC.

By: _____
Mike Hale, President

STATE OF Iowa)
) ss:
COUNTY OF Polk)

This instrument was acknowledged before me on this 13 day of October, 2026 by Mike Hale, President of Hale Supply Co. Inc.

_____
Notary Public in and for said State

NOTARIAL SEAL IOWA
MELISSA GERING
Commission Number 831620
My Commission Expires
April 26, 2027

Signature Page – Boundary Line Acknowledgment and Fence Agreement

EASTERN IOWA OUTDOORS FOUNDATION, INC.

By: Matt McQuillen

Name: Matt McQuillen

Title: Executive Director

STATE OF Iowa)
) ss:
COUNTY OF Jones)

This instrument was acknowledged before me on this 12 day of October, 2026 by Matt McQuillen as Executive Director of Eastern Iowa Outdoors Foundation, Inc.

Delaney Frater
Notary Public in and for said State

NOTARIAL SEAL IOWA
DELANEY FRATER
Commission Number 871958
My Commission Expires
March 26, 2029

Exhibit A
Hale Property

SW 1/4 – SE 1/4 Except Parcel 2026-70 and NW 1/4 – SE 1/4, West 5 Acres SE 1/4 – SE 1/4 Section 2, T88N, R5W Of The Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2026, Page 2389.

Exhibit B
EIOF Property

The Southwest Quarter (SW¼) of the Northeast fractional Quarter (NEfr¼) of Section 2, T88N, R5W Of The Fifth P.M., Delaware County, Iowa.