

**BK: 2020 PG: 5008**  
**Recorded: 12/30/2020 at 2:09:20.0 PM**  
**Pages 3**  
**County Recording Fee: \$17.00**  
**Iowa E-Filing Fee: \$3.00**  
**Combined Fee: \$20.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

**FENCE AGREEMENT**  
**Recorder's Cover Sheet**

**Preparer Information:**

Ross A. Baxter, Iowa Natural Heritage Foundation 505 5<sup>th</sup> Ave. Ste 444, Des Moines, IA 50309 (515) 288-1846

**Taxpayer Information:**

Iowa Natural Heritage Foundation 505 5<sup>th</sup> Ave. Ste 444, Des Moines, IA 50309

**Return Address**

Ross A. Baxter, Iowa Natural Heritage Foundation 505 5<sup>th</sup> Ave. Ste 444, Des Moines, IA 50309

**Grantors:**

Iowa Natural Heritage Foundation

**Grantees:**

Mark T. Hanrahan

**Legal Description:** See Page 2

**Document or instrument number if applicable:** re-record to correct legal. see document recorded: 10/21/2020, BK: 2020, PG: 4003.

## FENCE AGREEMENT

This Fence Agreement (hereinafter the "**Agreement**") is made this 20<sup>th</sup> day of October, 2020, by and between **Iowa Natural Heritage Foundation**, an Iowa Non-profit Corporation located at 505 5<sup>th</sup> Ave Ste. 444, Des Moines, IA 50309 (hereinafter "INHF"), **Mark T. Hanrahan**, of 3394 190<sup>th</sup>, Prole, Ia 50229 (hereinafter "Hanrahan").

### BACKGROUND:

INHF is the owner of land described as follows:

The NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  EXCEPT Three (3) acres in the NW corner thereof and SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 10; and SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 11, all in Township 76 North, Range 26 West of the 5<sup>th</sup> P.M., Madison County, Iowa.

Hanrahan is the owner of land described as follows:

SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 11; and the N  $\frac{1}{2}$  NE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 15, all in Township 76 North, Range 2~~6~~ West of the 5<sup>th</sup> P.M., Madison County, Iowa.

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NOW, THEREFORE, for and in consideration of the promises, covenants, conditions and restrictions contained herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. A legal fence, as defined by Iowa Code, or a fence of other materials agreed upon by all parties, must be kept along all shared boundaries of the parties.
2. INHF is responsible for all maintenance and repair of the entire North boundary of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 10, which runs generally east and west.
3. Hanrahan is responsible for all maintenance and repair of the entire West boundary of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 10, which runs generally north and south.
4. All other shared boundaries between the parties will be managed via "right hand rule."
5. The parties acknowledge the fence near the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  corner of Section 10, is not on the legal boundary, but because of topography and erosion, the fence is one of convenience and practicality. Further, the parties agree erosion may necessitate moving the fence in the future in this area and agree to do so in good faith.

6. This Agreement must run with the land and bind both party's successors and assigns, in perpetuity, unless all parties agree to amend.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

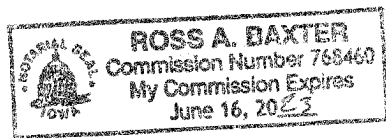
Iowa Natural Heritage Foundation

By: Joseph A. McGovern  
Joseph A. McGovern, President

By: Mark T. Hanrahan  
Mark T. Hanrahan

STATE OF IOWA COUNTY OF POLK

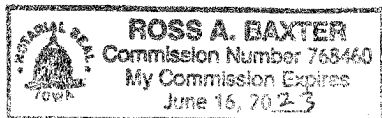
This instrument was acknowledged before me on October 20<sup>th</sup> 2020, by Joseph A. McGovern, as President, of Iowa Natural Heritage Foundation.



[Signature]  
Notary Public

STATE OF IOWA, COUNTY OF Madison

This instrument was acknowledged before me on October 20<sup>th</sup> 2020, by Mark T. Hanrahan, a married person.



[Signature]  
Notary Public