

BK: 2023 PG: 1419
Recorded: 6/20/2023 at 1:35:04.0 PM
Pages 3
County Recording Fee: \$17.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$20.00
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

FENCE AGREEMENT
Recorder's Cover Sheet

Preparer Information:

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

Taxpayer Information:

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

Return Address

Ross A. Baxter, Iowa Natural Heritage Foundation 505 5th 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 in Book 2020, Page 4003.

FENCE AGREEMENT

This Fence Agreement (hereinafter the "**Agreement**") is made this 20th day of October, 2020, by and between **Iowa Natural Heritage Foundation**, an Iowa Non-profit Corporation located at 505 5th Ave Ste. 444, Des Moines, IA 50309 (hereinafter "INHF"), **Mark T. Hanrahan**, of 3394 190th, 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~~¹¹; and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section ~~11~~¹⁰, all in Township 76 North, Range 26 West of the 5th 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 ~~25~~⁶ West of the 5th P.M., Madison County, Iowa.

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~~¹¹, 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~~¹¹, 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~~¹¹, 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.

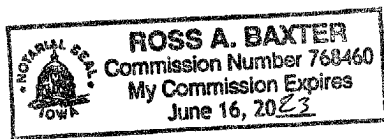
Iowa Natural Heritage Foundation

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

By: Mark T. Hanrahan
Mark T. Hanrahan

STATE OF IOWA COUNTY OF POLK

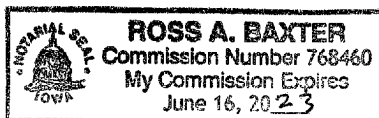
This instrument was acknowledged before me on October 20th 2020, by Joseph A. McGovern, as President, of Iowa Natural Heritage Foundation.



[Signature]
Notary Public

STATE OF IOWA, COUNTY OF Madison

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



[Signature]
Notary Public