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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

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Fence Viewing/Agreement

**Preparer Information:**

Shawn Clark (515)-250-1831

2111 Iowa Ave

Winterset, IA 50273

**Tax Payer Information:**

NA

**Return Document To:**

Same as Preparer Information

**Grantor:**

Duane and Laura Barringer

**Grantee:**

Covered Bridge Winery

**Legal Descriptions:**

\*See page 2\*

**Document or instrument of associated documents previously recorded:**

\*See page 3\*

## Legal Descriptions

(Fence Agreement on Record – Legal descriptions of the record)

Kevin Fifo

Kevin Boyle

Covered Bridge Winery

Previously known as the Harry C. Eichner property

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the East 21 $\frac{1}{2}$  acres of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the South 3  $\frac{3}{4}$  acres of the West 18  $\frac{3}{4}$  acres of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the South Half (S $\frac{1}{2}$ ) of 20 acres in a square form in the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Fifteen (15), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

Duane & Laura Barringer

Previously known as the Mary E. Welty property

The West Half (W $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and a tract of land commencing at the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and running thence East 37 $\frac{1}{2}$  rods, thence South 64 rods, thence West 37 $\frac{1}{2}$  rods, thence North 64 rods to the place of beginning; all in Section Fifteen (15), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

Mary E. Welty #1756  Filed for record the 20 day of May  
To A. D. 1963 at 4:00 o'clock P.M.  
Fee \$ 2.50  
Harry C. Eichner Marv E. Welty, Recorder

AGREEMENT FOR DIVISION OF PARTITION FENCE

WHEREAS, Mary E. Welty is the owner of the following described real estate, to-wit:

The West Half (W $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and a tract of land commencing at the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and running thence East 37 $\frac{1}{2}$  rods, thence South 64 rods, thence West 37 $\frac{1}{2}$  rods, thence North 64 rods to the place of beginning; all in Section Fifteen (15), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

and WHEREAS, Harry C. Eichner is the owner of the following described real estate, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the East 21 $\frac{1}{2}$  acres of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the South 3  $\frac{3}{4}$  acres of the West 18  $\frac{3}{4}$  acres of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) and the South Half (S $\frac{1}{2}$ ) of 20 acres in a square form in the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Fifteen (15), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

and WHEREAS, the parties hereto are desirous of establishing of record the agreement for the division of the partition fence existing between them.

NOW THEREFORE IT IS AGREED by and between the parties hereto as follows, to-wit:

Commencing at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section Fifteen, Township Seventy-six North, Range Twenty-eight, West of the 5th P.M., Harry C. Eichner agrees to maintain the partition fence extending for a distance of 48 rods north. Mary E. Welty agrees to maintain the next 48 rods of said partition fence extending thence north. Harry C. Eichner agrees to maintain the 37 $\frac{1}{2}$  rods partition fence extending thence east. Harry C. Eichner agrees to maintain the next 21 rods of partition fence extending thence north. From said point Mary E. Welty agrees to maintain the next 43 rods of said partition fence extending thence

north and also agrees to maintain the partition fence existing between the parties extending thence west for a distance of approximately 14 3/4 rods west.

Harry C. Eichner  
Harry C. Eichner  
Mary E. Welty  
Mary E. Welty

STATE OF IOWA MADISON COUNTY: ss

On this 13 day of May, 1963, before me, the undersigned, a Notary Public in and for Madison County, Iowa, personally appeared Harry C. Eichner and Mary F. Welty 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.

NOTARIAL  
SEAL

Shirley Clark Notary Public  
in and for Madison County, Iowa.

The Douglas Township Fence Viewers met with Mike Hackett (County Engineer) to review the feasibility of building a fence on the shared boundary fence in question as outlined in the Feasibility Report attached, between Covered Bridge Winery and Duane and Laura Barringer.

Present at the meeting on March 9<sup>th</sup> was as follows:

Township Clerk – Shawn Clark

Trustee – Steve Mount

Trustee – Blake Rutz

County Engineer – Mike Hackett

Property Owner – Duane Barringer

Property Owner – Kevin Boyle

It is the determination of the County that a fence can be erected in the questioned section, as outlined in the attached report.

During the previous meeting on January 31, 2026 the following was decided:

*Meeting started with acknowledgement from previous viewing as stated that posts near section C in the fence map that had been drawn up previously and had been repaired per the fence viewer's recommendation. Wooden posts appear much tighter in the ground and some of the steel T posts were driven down deeper.*

*First item of concern was the ravine south of fence B on the fence map. The fence viewers attempted to find the survey pin and were unable to determine an exact location, but a general location was determined using a GPS land map app. Fence viewers observed that there were remains of an original fence running west/east that sharply dropped off where erosion occurred. The same was viewed on the north/south run, where the original fence could be traced to where the erosion is found. Boyle stated that they had observed deep water in the ravine at times that would negate any fence built. Clark acknowledged the concern and said it would be appropriate to have the County Engineer review this area as it would fall under 359A.4 of the Fence Code part 2.a. The fence viewers agree that this area*

*need to be marked officially referencing page 29 of the Trustees Handbook under Locating Partition Fences, part 2:*

*“A partition fence is to be located on the property line. If not, the erroneous boundary may become the true boundary after 10 years of acquiescence. That is why boundaries believed to be in error should be surveyed and, if not correctly located, an objection filed before 10 years have elapsed. A partition fence may be built on the property line so that the fence is partly on one tract and partly on the other.” By not having some sort of marker or partition fence, in the future this could become an issue should either party sell their respective property.*

*It was agreed upon that in the meantime the West/East fence would be repaired from the corner post installed by Barringer, running East past the interior fence and a new corner post would be installed to secure the fence and making it cattle tight.*

*The next topic of concern was the fence viewers’ decision that the fence needed to be five barb instead of three. While 359A.18 does state in example 3 that a lawful fence consists of “three wires, barbed with not less than thirty-six iron barbs of two points each, or twenty-six iron barbs of four points each, on each rod of wire, or of four wires, two thus barbed and two smooth, the wires to be firmly fastened to posts not more than two rods apart, with not less than two stays between posts, or with posts not more than one rod apart without such stays, the top wires to be not more than fifty-four no less than forty-eight inches in height.”, part 6 states “Any other kind of fence which the fence viewers consider to be equivalent to a lawful fence or which meets standards established by the department of agriculture and land stewardship by rule as equivalent to a lawful fence.” This decision by the fence viewers is supported by the Court of Appeals in Hopkins v. Dickey in 2017 where the court concluded that 5 barbs does constitute a lawful fence. A copy of this decision was given to Fifo at the time to review.*

*The fence viewers and all parties at this point moved to the section of fence south of fence C in the fence map, located behind Fifo’s house. The concern was the decision to remove the tree that the barbed wires were snaked through. We reviewed this area, and it was acknowledged that the fence was snaked through the tree which appears to be dead or dying. There was another section where a tree had fallen on the top wire roughly 20 feet north of this spot. The fallen tree will need to be removed and the wire snaking through the tree will need to be resolved as the wire will lose tension as it wears into the tree and the fence will no longer be considered tight.*

*The next concern was the decision to remove the old fence as it was not believed to be lawful. The main concern for this decision was the safety of livestock, which there is*

*enough gap between the old fence and new that animals may become trapped and injured. There is precedence in fence agreements in Madison County as late as 2024 where old fence is ordered to be removed.*

*After the meeting, everyone was given an opportunity to ask any questions or if there were any other topics not covered. As it stands, the decisions discussed will be carried out with the exception of the corner in the ravine that will require the County Engineer to review.*

Present at the viewing were the following;

Shawn Clark – Douglass Clerk

Steve Mount – Douglass Trustee

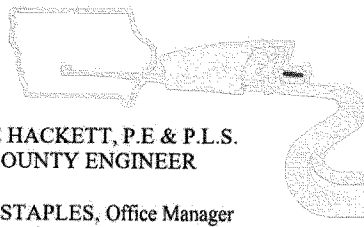
Blake Rutz – Douglass Trustee

Kevin Fifo – Property owner

Kevin Boyle – Property owner

Duane and Laura Barringer – Property owner.

Now that the final portion of the viewing has been finished, the process has been completed with a decision being made following the Iowa fence laws and decisions by the Iowa Court system. Attached are pictures showing that the agreed repairs have not been completed as determined at the last meeting. This determination along with the Engineer's report will be filed tomorrow with the Recorder's office which will start the 30 day clock for all repairs and rulings to be completed. If the outlined repairs are not completed within the 30 day window, the Township will move forward with the next steps in the process outlined in the fence laws. If there is any objection to this ruling, either party has 20 days to file an appeal with the District Court.



# MADISON COUNTY SECONDARY ROAD DEPARTMENT

1105 E. COURT AVE.  
WINTERSET, IOWA 50273

Phone: (515)-462-1136 / Fax: (515)-462-2506 / Email: [secondaryroads@madisoncounty.iowa.gov](mailto:secondaryroads@madisoncounty.iowa.gov)

MIKE HACKETT, P.E. & P.L.S.  
COUNTY ENGINEER

KERRY STAPLES, Office Manager  
JOSH JOHNSTON, Maintenance Superintendent

## Feasibility Review of Fence Construction

### Iowa Code Chapter 359A.4

#### Prepared by:

**Mike Hackett, P.E. & P.L.S.**

Madison County Engineer

Professional Engineer and Professional Land Surveyor

State of Iowa, Certification Number: 14672

#### Requesting Authority:

Douglas Township Trustees

#### Date of Site Review:

Monday, March 9, 2026

Time: Approximately 9:30 a.m.

#### Location:

Section 15, Township 76N, Range 28W,

N. 15AC., W. 18.75AC. / NE. 1/4, SE. 1/4

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### Purpose

At the request of the Douglas Township Trustees, the Madison County Engineer was asked to assist in determining whether it is feasible to construct a fence in accordance with Iowa Code Chapter 359A.4. This report documents observations made during a site review and addresses each statutory factor required to be considered when determining fence feasibility.

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### Site Meeting and Participants

On Monday, March 9, 2026, at approximately 9:30 a.m., the Madison County Engineer met on site with the Douglas Township Trustees and the adjacent landowners. The group walked the existing fence line and the area presently in question.

The site visit consisted of a visual review and on-site discussion only. No survey, boundary retracement, subsurface investigation, or utility locates were performed as part of this review.

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### Statutory Factors Considered

As outlined in Iowa Code Chapter 359A.4, the following factors were evaluated and are addressed below.

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## **1. Topography**

The topography in the area reviewed is typical of Central and Southern Madison County. Slopes generally range from approximately 1.5:1 to 6:1 (horizontal to vertical). Both natural and previously altered land features are present. No non typical unusual or extreme topographic conditions were observed that would prevent fence construction.

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## **2. Terrain**

The terrain is characteristic of timber, pasture, and agricultural land common to this region of Madison County. During the site walk-through, rocks and rock outcroppings were observed within timbered areas; however, these conditions are typical for the area and do not represent unusual or prohibitive terrain features. No terrain conditions were identified that would make fence construction infeasible.

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## **3. Terraces**

No man-made terraces were observed or identified within the area of review. Terraces do not appear to be a factor affecting the feasibility of fence construction at this location.

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## **4. Land Slope**

Land slopes align with those noted under topography and terrain and are consistent with typical conditions in Central and Southern Madison County. The slope conditions alone do not present a barrier to fence construction.

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## **5. Unstable Ground**

At the time of the site review, no noticeable unstable ground was present. Soil conditions appeared typical for the area, and no evidence of sloughing, severe erosion, or other instability was observed.

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## **6. Surface Water, Drainage, Sinkholes, and Wells**

At the time of inspection, no surface water was present. No sinkholes, or water wells were observed within the reviewed area. A dry creek drainage systems was observed. The dry creek drainage systems is consistent with typical Central and Southern Madison County drainage features. During seasonal rainfall events, surface water may be present. Water gaps of this nature are commonly fenced in the region and are generally considered manageable with regular maintenance.

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## **7. Easements**

No easements were identified, discussed, marked, or researched during the site visit. This feasibility determination is based solely on visible conditions observed during the review.

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## **8. Utilities**

No visible utilities were observed in the area. No Iowa One Call locates or utility investigations were performed as part of this review. Given the remote location, the presence of utilities within the fence area is considered unlikely.

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## **9. Available Area**

The site contains several adjoining areas where remnants of existing fencing are present. Multiple parallel fence remnants were observed, indicating that fencing has been constructed in varying locations over time.

In several areas, remnants of fencing were noted to be incorporated into old-growth trees, either having grown into the trees over time or having utilized the trees as structural support in place of fence posts. These conditions are consistent with long-standing fencing practices in the area. The remaining fence materials are in significant disrepair or are completely absent in some locations, likely due to long-term lack of maintenance and natural deterioration.

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## **Boundary and Survey Considerations**

At the time of the site visit, no property boundaries were marked by a professional land surveyor, and no boundary survey was performed as part of this review.

The site evaluation was conducted solely with reference to the location of the existing fence and existing fence remnants as observed in the field. It was noted that the location of fence remnants varied slightly, with multiple remnants appearing in approximately parallel alignments within an estimated range of +/- 25 feet.

This report does not establish or imply property boundary locations, ownership, or legal fence placement relative to record boundary lines.

Shawn Clark - SHAWN - CLARK Trustee

: For Douglas Township  
For an acknowledgement in an individual capacity:

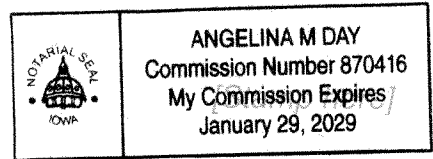
State of Iowa

County of Madison

This record was acknowledged before me on the 13<sup>th</sup> day of April, 2020

by Shawn Clark Shawn Clark  
Name(s) of individual(s)

Angelina M Day  
Signature of notarial officer



Notary  
Title of office

My commission expires on 1/29/2029