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**Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA**

Preparer: Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave, Suite 4, Independence, Iowa 50644, Tel: 319-334-3704

Return To: Brian C. Eddy of Roberts & Eddy, P.C., 2349 Jamestown Ave, Suite 4, Independence, Iowa 50644

MUTUAL FENCE AGREEMENT

This Mutual Fence Maintenance Agreement ("Agreement") is entered into on July 2, 2026, by and between the following adjoining property owners David J. Goedken and Jolene M. Goedken, Trustees of the David J. and Jolene M. Joint Revocable Trust (Party 1), Kristine L. Supple, a single person (Party 2), and Carol Beitz, as Trustee of the John M. Beitz Family Trust and David S. Beitz, Manager of Beitz Family Farm, LLC (Party 3) (collectively, the "Parties"):

WHEREAS, Party 1 owns the following described property:

All that part of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 100 foot wide corridor situated in the Southeast Quarter of the Southwest Quarter of Section 35, Township 88 North, Range 4 West and the Northeast Quarter of the Northwest Quarter and the West Half of the East Half of Section 2 and the Northwest Quarter of the Northeast Quarter and the East Half of the East Half of Section 11, Township 87 North, Range 4 West, Delaware County, Iowa, EXCEPTING the following: All that part of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 100 foot wide corridor situated in the East One-Half of the Southeast Quarter of Section 11, Township 87 North, Range 4 West of the 5th P.M., Delaware County, Iowa (Party 1's Property);

WHEREAS, Party 2 owns the following described property:

That part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Eleven (11) lying West of the Chicago, Milwaukee & St. Paul

Railroad right-of-way, and the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section Eleven (11) except that part lying South of the center of the Bay Settlement and Hopkinton Road and West of the Chicago, Milwaukee & St. Paul Railroad right-of-way; and the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section Twelve (12) except that part described as beginning at the Northeast corner thereof and running thence South sixty (60) rods to Highway #38 (formerly Highway #113), thence along said Highway to the North line of said Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), thence East to the place of beginning; all in Township Eighty-Seven (87) North, Range Four (4), West of the Fifth P.M., except the railroad right-of-way, subject to easements of record (Party 2's Property);

WHEREAS, Party 3 owns the following described property:

That part of the North one-half (N 1/2) of the Southeast Quarter (SE 1/4) and of the North one-half (N 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) lying East of the Thompson Dickinson Mill and Delhi Road as now traveled in Section Ten (10); and the Southwest Quarter (SW 1/4), and the West one-half (W 1/2) of the Southeast Quarter (SE 1/4), and the Northwest Quarter (NW 1/4) except that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) lying Northwest of the Thompson Dickinson Mill and Delhi Road, and the West one-half (W 1/2) of the Northeast Quarter (NE 1/4), and that part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) that lies South of the Bay Settlement and Hopkinton Road and West of the railroad right-of-way in Section Eleven (11), all in Township Eighty Seven (87) North, Range Four (4), West of the Fifth Principal Meridian, except railroad right-of-way, EXCEPTING THEREFROM: Parcel 2023-24 in part of the SE 1/4 of the NW 1/4 and part of the NE 1/4 of the SW 1/4 of said Section 11, per Plat of Survey recorded on May 1, 2023 in Book 2023 at Page 936 of the records of the Delaware County, Iowa, Recorder, AND EXCEPT one (1) acre more or less in the NW corner of the SW 1/4 of the NE 1/4 South of the road in said Section 11 (Party 3's Property);

WHEREAS, the parties desire to enter into this Agreement regarding the fencing between the Parties adjoining property.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose.** The Parties are adjoining landowners and desire to establish the location, construction, maintenance, repair, replacement, and allocation of responsibility for a fence that

satisfies the requirements for all parties for a partition fence under the Iowa fence law (See Exhibit A).

2. **Fence Location.** The parties hereby agree that the fence described in this Agreement shall be constructed, located, maintained, repaired, and replaced in substantial conformity with the location depicted on Exhibit "A", which is attached hereto. The parties expressly acknowledge and agree that the fence location established herein is for fencing and livestock control purposes only and shall not constitute, establish, alter, amend, waive, or otherwise affect the legal boundary lines, ownership interests, title rights, easements, or legal descriptions of the respective parcels.

3. **Fence Construction Costs and Maintenance Responsibilities.**

(a) **Section 1 and Section 2 and Section 6:**

- a. The initial construction and installation costs for Sections 1, 2 and 6 of the fences, shall be allocated equally between the Party 1 and Party 3; provided, however, that the total financial contribution from Party 1 shall not exceed Four Thousand Five Hundred Dollars (\$4,500.00). The parties acknowledge that the foregoing cost limitation was negotiated in consideration of Beitz's requested modifications to the fence design, including but not limited to additional wooden posts and reductions in total linear footage. Any reduction in actual construction costs below the estimated amount shall be shared equally between the Party 1 and Party 3.
- b. Section 1 shall consist of a three-wire fence. It shall be divided in the center by separate end posts. Party 1 shall be responsible for the maintenance, repair and replacement of the Northern 600 feet, and Party 3 will be responsible for the maintenance, repair and replacement of the Southern 600 feet. In the event a fourth strand of barbed wire is installed, all costs associated with the installation, maintenance, repair, and replacement of such additional wire shall be the sole responsibility of Party 3 or any successor tenant of the Party 2's Property. The obligations of Party 2's tenants hereunder shall revert to Party 2 with respect to all or any portion of the Party 2 property which is not leased hereafter.
- c. Section 2 shall consist of a three-wire barbed wire fence. All costs associated with the maintenance, repair, and replacement of Section 2 shall be shared equally between Party 1 and Party 3. In the event a fourth strand of barbed wire is installed, all costs associated with the installation, maintenance, repair, and replacement of such additional

wire shall be the sole responsibility of Party 3 or any successor tenant of the Party 2's Property. The obligations of Party 2's tenants hereunder shall revert to Party 2 with respect to all or any portion of the Party 2 property which is not leased hereafter.

- d. Section 6 shall consist of a three-wire barbed wire fence. All costs associated with the maintenance, repair, and replacement of Section 6 shall be shared equally between Party 1 and Party 3. In the event a fourth strand of barbed wire is installed, all costs associated with the installation, maintenance, repair, and replacement of such additional wire shall be the sole responsibility of Party 3 or any successor tenant of the Party 3's Property.
- e. The parties acknowledge and agree that Party 1 shall have no obligation, liability, or responsibility for the construction, installation, maintenance, repair, or replacement of any additional fence extending northward beyond the fence line located along the western boundary of Party 1's Property and East of the river, except as otherwise expressly provided in this Agreement.
- f. Notwithstanding any provision herein to the contrary, the Parties agree that if repairs, maintenance or replacement of any portion of the fence on Sections 2 or 6 is required solely as a result of damage to the fence in Sections 3 or 4, such repair, maintenance or replacement shall be the sole responsibility of Party 3. If Sections 3 and 4 are not connected to Section 2 or 6 then this Section does not apply.

(b) Sections 3 and Section 4 and Section 5:

- a. The construction, installation, inspection, maintenance, repair, and replacement of fence Sections 3, including those portions extending across the river, shall be the sole and exclusive responsibility of Party 3, as current tenant of the Party 2's Property, and any future tenant, lessee, or occupant thereof. This is without contribution from Party 1.
- b. The construction, installation, maintenance, repair, and replacement of Section 5 shall be the sole responsibility of Party 3 and any future tenant, lessee, or occupant of the Party 3's Property, without contribution from the Party 1.

- c. All costs associated with Sections 4, including installation, maintenance, repair, restoration, and replacement, shall be the sole and exclusive responsibility of Party 3 or any successor tenant of the Party 3's Property. This is without contribution from Party 1.
- d. The obligations imposed upon Party 3 under this Agreement shall be in addition to, and not in lieu of, any obligations arising under any lease agreement affecting the Party 2's Property. Party 2, as fee title owner, agrees to require any future tenant or lessee to expressly assume the obligations contained herein as a condition of occupancy or tenancy. The obligations of Party 2's tenants hereunder shall revert to Party 2 with respect to all or any portion of the Party 2 property which is not leased hereafter.

4. **Default.**

(a) In the event Party 3, or any successor tenant, lessee, or occupant, fails to perform any obligation required under this Agreement, including payment obligations, Party 2 shall remain responsible and liable for ensuring full compliance with the terms and conditions of this Agreement.

(b) If any Party fails to perform any obligation under this Agreement, including payment of maintenance or repair costs, and such failure continues for thirty (30) days after written notice, the non-defaulting party may terminate this Agreement by written notice. Upon termination, this Agreement shall be of no further force and effect, and the parties shall retain all rights and remedies available under Iowa law regarding partition fences.

5. **Access for Maintenance and Repairs.** Each Party shall allow reasonable access to their property for inspection, repair, replacement, or maintenance of the fence. Any damage created during such access must be repaired by the responsible Party. Permission must be obtained before entering Party 1, 2, or 3's Property.

6. **Indemnify and Hold Harmless.** Party 3 agrees to indemnify, defend and hold harmless Party 1 from any and all loss, claims, damages, costs (including reasonable attorney's fees) or other expenses, obligations or liabilities of any kind incurred by or in connection with any and all matters related to the Section 3 and Section 4 of the fence, including by way of illustration and not limitation, any claims for injury by boaters, kayakers, canoers, swimmers, or users of any kind of the portion of Maquoketa River included within the project area, as set forth on **Exhibit A**. Party 3 shall, at its sole cost and expense, install and maintain appropriate warning signs in and around the area advising river users of the presence and location of the Fence and any hazards.

7. **Disputes.** In the event of a disagreement regarding the fence, the Parties agree to first attempt informal discussions. If unresolved, the Parties may pursue mediation before taking legal action.

8. **Binding Effect.** This Agreement shall be binding only upon the parties hereto and their respective heirs, tenants, lessees, personal representatives, and lawful occupants. This Agreement shall not constitute a covenant running with the land and shall not be binding upon successors, assigns, or subsequent owners who are not parties to this Agreement. The term of this Agreement shall be three (3) years from the date hereof and may be renewed only by a written agreement executed by the parties prior to its expiration.

9. **Entire Agreement.** This document represents the entire agreement regarding the Fence and supersedes any prior oral or written agreements. The parties acknowledge and agree that while in effect, this Agreement fully satisfies all obligations, duties, rights, and responsibilities of the parties concerning the Fence under Iowa Code Chapter 359A.

[Signature pages to follow]

Dated: July 3, 2026

PARTY 1

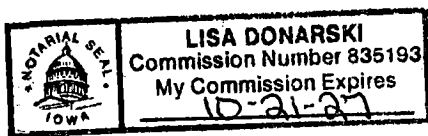
David J. and Jolene M. Goedken Joint Revocable Trust

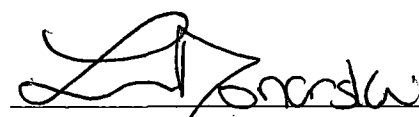

David J. Goedken, Co-Trustee


Jolene M. Goedken, Co-Trustee

STATE OF Iowa, COUNTY OF Dubuque:

This instrument was acknowledged before me on this 3rd day of July, 2026,
by David J. Goedken and Jolene M. Goedken, Trustees of the David J. and Jolene M. Goedken
Joint Revocable Trust.




Notary Public

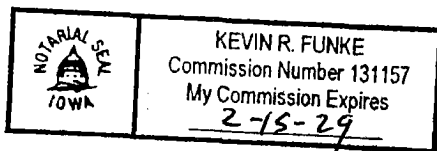
Dated: July 6, 2026

PARTY 2

Kristine L. Supple
Kristine L. Supple

STATE OF Iowa, COUNTY OF Delaware:

This instrument was acknowledged before me on this 6th day of July, 2026, by Kristine L. Supple, a single person.



Kevin R. Funke
Notary Public

Dated: July 2nd, 2026

PARTY 3

John M. Beitz Family Trust

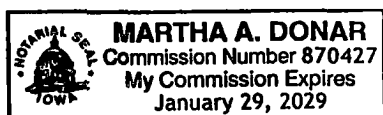
Carol Beitz
Carol Beitz, Trustee

Beitz Family Farm, LLC

David S Beitz
David S. Beitz, Manager

STATE OF Iowa, COUNTY OF Delaware:

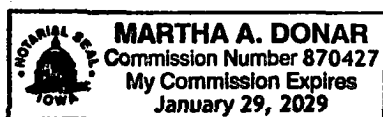
This instrument was acknowledged before me on this 2 day of July, 2026, by Carol Beitz, as Trustee of the John M. Beitz Family Trust.



Martha A. Donar
Notary Public

STATE OF Iowa, COUNTY OF Delaware:

This instrument was acknowledged before me on this 2 day of July, 2026, by David S. Beitz, as Manager of Beitz Family Farm, LLC.



Martha A. Donar
Notary Public

Exhibit "A"
MAP

