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Daneen Schindler, RECORDER/REGISTRAR  
DELAWARE COUNTY IOWA

Prepared By: Linda Gaul, City Clerk, City Earlville, 19 Northern, Earlville, IA 520  
Return To: Linda Gaul, City of Earlville, 19 Northern Ave, Earlville, IA 52041  
563-923-3365

### FENCE, WALL, AND HEDGE AGREEMENT

This agreement made this 16 day of June 2022 by and between  
Ken Edaburn, Party of the First Part and  
Dan Wheeler, Mayor, City Earlville, Party of the Second Part

Whereas, the party of the first part wishes to place a fence  
fence, wall, or hedge  
on the agreed property (right-of-way) line running along the  
on the agreed property line or give a distance to the agreed property line  
East side of the property of the party of the first part  
North, South, East, West  
and along the West (of R.O.W) side of the party of the second part on a  
North, South, East, West  
parcel of land legally described as follows:

Pitkins add. S 1/2 lot 3 BLK 14

Pitkins add. LT 4 BLK 14 N 6" LOT 5 BLK 14

**AND WHEREAS, Section 121.18A Fences, Walls, And Hedges** of the Zoning Code of Ordinances of the City of Earlville, Iowa, requires that parties enter into an agreement regarding the placement of said fence, wall, or hedge on the property of the party of the first part due to the fact said fence, wall, or hedge is within close proximity of the property line of the party of the second part.

**NOW, THEREFORE,** in consideration of the mutual covenants and promises contained in this Agreement and in consideration of the mutual benefits to be gained by the parties, it is agreed as follows:

1. That said fence  
fence, wall, or hedge may be placed on the property line or distance agreed to by both parties. That said fence  
fence, wall, or hedge shall be maintained solely at the expense of the party of the first part.
2. That the respective property owners are responsible for maintenance of the property on their respective sides of the property line.
3. That this said written agreement shall be binding on all current owners of the property and all subsequent owners of the property so long as the fence  
fence, wall, or hedge remains in place.

Ken Edaburn  
118 SW St.  
Earlville IA  
52041

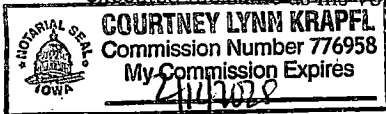
PARTY OF THE FIRST PART

[Signature]

PARTY OF THE FIRST PART

State of Iowa )  
County of Delaware ) ss:

On this 23 day of May, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, KEN ERABURN, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



[Signature]  
Notary Public in and for the State of Iowa

[Signature]

SECOND  
PARTY OF THE FIRST PART

State of Iowa )  
County of Delaware ) ss:

On this 16th day of June, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, Dan Wheeler, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



[Signature]  
Notary Public in and for the State of Iowa

PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

State of Iowa )  
County of Delaware ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Iowa, personally appeared, \_\_\_\_\_, to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa