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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: J. Gaul, City of Earlville, 19 Northern, Earlville, IA 52041
Return To: J. Gaul, City of Earlville, 19 Northern, Earlville, IA 52041 (563-923-3365)

FENCE, WALL, AND HEDGE AGREEMENT

This agreement made this 23 day of May 2022, by and between
KEN EDABURN, Party of the First Part and
Ed Gibbs, GEG LLC, Party of the Second Part

Whereas, the party of the first part wishes to place a Fence
fence, wall, or hedge
on the property 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 Southeast ~~Northwest~~ corner side of the party of the second part on a
North, South, East, West
parcel of land legally described as follows:

Parkins ADD 5 1/2 LOT 3 BLK 14
Parkins ADD LT 4 BLK 14 N6" 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.

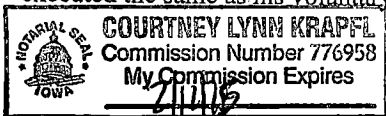
PARTY OF THE FIRST PART

[Signature]

PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 23 day of MAY, 2023, before me, a Notary Public in and for the State of Iowa, personally appeared, KEN EDABURN, 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

PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

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 she executed the same as her voluntary act and deed.

Notary Public in and for the State of Iowa

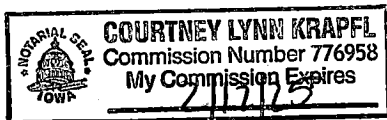
PARTY OF THE SECOND PART

[Signature]

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 27th day of May, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared, Edward Elder, 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