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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared By: City of Earlville, Linda Gaul, 12 Southside Road, Earlville, Iowa, Ph. 563-923-3365
Return To: City of Earlville, P.O. Box 188, Earlville, Iowa, 52041

51-130

FENCE, WALL, AND HEDGE AGREEMENT

This agreement made this **10th** day of **December**, 2008, by and between **William A. and Lois J. Schwendinger**, Party of the First Part and **Nicholas J. Lewin and Kasey J. Schilling**, 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 line** (on the agreed property line or give a distance to the agreed property line), running along the **South** (North, South, East, West) side of the property of the party of the first part and along the **North** (North, South, East, West) side of the party of the second part on a parcel of land legally described as follows:

Lot Twenty (20), Earl's North Addition to Nottingham now incorporated Town of Earlville, Iowa, according to plat recorded in Book 10 L.D. Page 409

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

William A. Schwendinger

PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 7th day of February, 2008, before me, a Notary Public in and for the State of Iowa, personally appeared, WILLIAM A. SCHWENDINGER, 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.

ELIZABETH MEYER
Commission Number 754108
My Commission Expires
8-8-2011

Elizabeth Meyer
Notary Public in and for the State of Iowa

Lois J. Schwendinger

PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 7th day of February, 2008, before me, a Notary Public in and for the State of Iowa, personally appeared, LOIS J. SCHWENDINGER, 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.

ELIZABETH MEYER
Commission Number 754108
My Commission Expires
8-8-2011

Elizabeth Meyer
Notary Public in and for the State of Iowa

PARTY OF THE SECOND PART

Nicholas J. Lewin

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 7th day of February, 2008, before me, a Notary Public in and for the State of Iowa, personally appeared, ~~Nicholas J. Lewin~~ ** NICHOLAS J. LEWIN **, 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.

ELIZABETH MEYER
Commission Number 754108
My Commission Expires
8-8-2011

Elizabeth Meyer
Notary Public in and for the State of Iowa

Kasey J. Schilling

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

** KASEY J. SCHILLING

On this 7th day of February, 2008, before me, a Notary Public in and for the State of Iowa, personally appeared, ~~[illegible]~~ **; 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.

NOTARIAL SEAL IOWA
ELIZABETH MEYER
Commission Number 754108
My Commission Expires
8-8-2011

Notary Public in and for the State of Iowa