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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared on forms provided by City of Earlville, by Mark Mensen

Prepared By: City of Earlville, Linda Gaul, 12 Southwest Street, Earlville, Iowa, Ph. 563-923-3365

Return To: Mark Mensen, P.O. Box 263, Earlville IA 52041-0263

45-328

FENCE, WALL, AND HEDGE AGREEMENT

This agreement made this 22 day of March ~~2008~~ 2010, by and between Mark A. + Cindy A. Mensen, Party of the First Part and Brittany S. Kramer, 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 or give a distance to the agreed property line), running along the west (North, South, East, West) side of the property of the party of the first part and along the East (North, South, East, West) side of the party of the second part on a parcel of land legally described as follows: That pt. Lots 3+4, Earl's N Addition to Earlville, Iowa according to plat recorded in Bk 10 L.D. Page 409, described as Commencing 116' West of the SE corner of said Lot 3, thence N 264'; thence W 16'; thence S 82½', thence W 58', thence S 181½', thence E 74' to point of beginning.

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

Cindy A. Mensen
Cindy A. Mensen

PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 22 day of March, ~~2008~~ 2010, before me, a Notary Public in and for the State of Iowa, personally appeared, Cindy A. Mensen, 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.

DANEEN G. SCHINDLER
Delaware County Deputy
Recorder / Registrar
My Commission Expires
12-31-2010

Daneen G. Schindler
Notary Public in and for the State of Iowa

Mark A. Mensen
Mark A. Mensen

PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 22 day of March, ~~2008~~ 2010, before me, a Notary Public in and for the State of Iowa, personally appeared, Mark A. Mensen, 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.

DANEEN G. SCHINDLER
Delaware County Deputy
Recorder / Registrar
My Commission Expires
12-31-2010

Daneen G. Schindler
Notary Public in and for the State of Iowa

PARTY OF THE SECOND PART

Brittany S. Kramer
Brittany S. Kramer

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 22 day of March, ~~2008~~ 2010, before me, a Notary Public in and for the State of Iowa, personally appeared, Brittany S. Kramer, 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.

DANEEN G. SCHINDLER
Delaware County Deputy
Recorder / Registrar
My Commission Expires
12-31-2010

Daneen G. Schindler
Notary Public in and for the State of Iowa