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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Jeffery Boeckenstedt
10 East South Side Rd
Earlville, IA 52041

Prepared By: City of Earlville, Linda Gaul, 19 Northern Ave., Earlville, Iowa, Ph. 563-923-3365
Return To: City of Earlville, 19 Northern Ave., Earlville, Iowa, 52041

FENCE, WALL, AND HEDGE AGREEMENT

This agreement made this _____ day of _____, 20__, by and between Jeffery D + Perianne Boeckenstedt, Party of the First Part and Kent + Lisa Walton, Party of the Second Part.

Party of the first Part's legal description:
pin on east side of property going to west pin on the south of the property line and on the west property line

Party of the second Part's legal description:
Pin located at the intersection of the Walton/Boeckenstedt/Salow properties south to the northern most pin. Then straight across to the northern most pin on the east side of the Walton property, as agreed to by the Boeckenstedts and Waltons

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 + West (North, South, East, West) side of the property of the party of the first part and along the North + East (North, South, East, West) side of the party of the second part on a parcel of land legally described above.

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 remains in place.
fence, wall, or hedge

PARTY OF THE FIRST PART

Perianne Boeckenstedt
PARTY OF THE FIRST PART

Jeff Boeckenstedt
PARTY OF THE FIRST PART

State of Iowa)
) ss:
County of Delaware)

On this 21 day of November, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared, Perianne Boeckenstedt and Jeff Boeckenstedt, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.

NOTARIAL SEAL IOWA
JENNIFER M. ZIEL
Commission Number 770378
My Commission Expires
November 3, 2017

Notary Public in and for the State of Iowa

PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

State of Iowa)
) ss:
County of Delaware)

On this 22nd day of November, 2016 before me, a Notary Public in and for the State of Iowa, personally appeared, Kent + Lisa Walton and _____, to me personally known to be the identical person(s) named in and who executed the foregoing instrument and acknowledged that he executed the same as his/her voluntary act and deed.

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
ELAINE MARY DIESBURG
Commission Number 177512
My Commission Expires
1-19-19