

PROPERTY LINE FENCE INSTALLATION AND EASEMENT AGREEMENT

This Agreement made this ____ day of _____ **20** ____ by and between

(Owner) _____ whose address is:

AND _____ (Neighbor 1)

AND _____ (Neighbor 2)

AND _____ (Neighbor 3)

MONTROSE, MN 55363

Relative to the installation and maintenance of a **front** yard, **side** yard or **rear** yard property line (Circle those that apply) fence located on or within 2 feet of the lot line at:

(Give PID number & Legal of lot where fence is to be placed)

A. APPLICATION

This Agreement shall apply to that portion of a property line fence located: (Describe which property lines the fence will be on or within 2 feet of)

B. INSTALLATION

1. The Owner(s) shall construct and install a (Give description of fence to be placed)

2. The construction and installation cost of the property line fence shall be shared between (Name all parties sharing in cost of fence installation and the percentage each is paying)

C. MAINTENANCE

Both sides of the fence shall be maintained in a like fashion and shall be in "GOOD REPAIR".

1. Any natural disaster damage repair to the fence shall be shared equally by the (Name all parties sharing in repair cost) and done within two weeks from date of damage
-

2. Damage to the fence by either party, their family, their guests or persons in their employ shall be the responsibility of the respective owner and shall be repaired within two weeks from the time of damage.

3. Restaining or retreatment of the fence shall be done every five years and costs shall be equally shared by (Name of all parties sharing in cost)

- 4.

By mutual consent, (Owners) restaining or retreatment may be delayed.

D. REMOVAL

The fence may be removed at any time by mutual consent of (name all applicable)

Parties: _____

E. If the fence is located over a utility easement it will be the sole responsibility of the owners to move or to replace the fence or any part thereof, should it be necessary for the City for any reason to maintain utilities within the easement. It will not be the responsibility of the City to notify the owner if it must remove a fence to enter upon easement for repair, maintenance, or for any reason.

ASSIGNMENT

This agreement shall be binding upon the parties, their heirs, successors, or assigns, as the case may be.