

**NEIGHBOR AGREEMENT FOR FENCES PLACED ON  
PROPERTY LOT LINE  
(PRELIMINARY FORM)**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

The owner \_\_\_\_\_ whose address

is: \_\_\_\_\_

AND \_\_\_\_\_ hereinafter referred to as "Neighbor 1"  
(Neighbor) (Name & Address)

AND \_\_\_\_\_ hereinafter referred to as "Neighbor 2"  
(Neighbor) (Name & Address)

AND \_\_\_\_\_ hereinafter referred to as "Neighbor 3"  
(Neighbor) (Name & Address)

relative to the installation and maintenance of a **side yard, front yard or rear yard** (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)

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**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, rear, sides, front)

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**B. INSTALLATION**

1. The (Initiating Owner(s)) \_\_\_\_\_ shall  
Construct and install: (Give description of type of fence to be placed -- eg: 4' chain  
link)

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) \_\_\_\_\_

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**C. MAINTENANCE**

Both sides of the fence shall be maintained and fence 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 beginning (Enter date of installation) \_\_\_\_\_ and costs shall be equally shared by (Name of all parties sharing in cost)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By mutual consent, (Owner) restaining or retreatment may be delayed.

**D. REMOVAL**

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

If the fence is located over a utility easement, it will be the sole responsibility of the owner 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 owner if it must remove fence to enter upon easement for repair, maintenance, or for any reason.

**E. ASSIGNMENT AND RECORDING**

This agreement shall be binding upon the parties, their heirs, successors, or assigns, as the case may be. This Agreement shall be recorded by each party against the respective property titles with the Wright County recorder.

Permit # \_\_\_\_\_

Fence Fee \$15.00  
Recording Fee - Lot Line \$46.00  
Recording Fee – Easement

CITY OF MONTROSE  
APPLICATION FOR FENCE PERMIT

Completed application shall be accompanied with two sets of plans showing all easements, locations of fence in relation to all other structures, lot set backs and two sets of building plans and specifications. **If the fence is on, or within two feet of a lot line or proposed to be placed on an easement, an agreement must be made with adjacent property owners or the City.** You will be provided with the proper agreement forms by this office and the agreement form will be filed with the County Recorder.

1. Parcel Identification Number \_\_\_\_\_
2. Owners Name \_\_\_\_\_ Phone \_\_\_\_\_
3. Site Address \_\_\_\_\_
4. Construction Type: \_\_\_\_\_  
(Eg: Chain link, Wood Privacy etc.)
5. Builder's Name \_\_\_\_\_
6. Class of Work: \_\_\_\_\_ New \_\_\_\_\_ Repair
7. Fence Setbacks: Rear \_\_\_\_\_ ft Front \_\_\_\_\_ ft Left Side \_\_\_\_\_ ft Right Side \_\_\_\_\_ ft
8. Proposed Height \_\_\_\_\_ ft
9. Lot size \_\_\_\_\_ by \_\_\_\_\_
10. Valuation \_\_\_\_\_
11. Start Date \_\_\_\_\_ Finish Date \_\_\_\_\_
12. Legal Description Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_
13. Additional Information \_\_\_\_\_

Applicant  
Signature: \_\_\_\_\_ Date \_\_\_\_\_