

CITY OF MAYER

**AGREEMENT BETWEEN ADJACENT PROPERTY OWNERS
TO ERECT AND MAINTAIN A FENCE ON THE
COMMON PROPERTY LINE**

THIS AGREEMENT is made between the following property owners, hereinafter “Parties”,

- (1) Full Name(s): _____
Property Address: _____
PID: _____
Legal Description: _____

- (2) Full Name(s): _____
Property Address: _____
PID: _____
Legal Description: _____

- (3) Full Name(s): _____
Property Address: _____
PID: _____
Legal Description: _____

- (4) Full Name(s): _____
Property Address: _____
PID: _____
Legal Description: _____

- (5) Full Name(s): _____

Property Address: _____

PID: _____

Legal Description: _____

WHEREAS, the above named Parties are the owners of adjacent properties in the City of Mayer as above described, and

WHEREAS, the Parties desire to mutually erect and maintain a partition fence on the common boundary line between their properties, and

WHEREAS, the Parties have obtained a fence permit from the City of Mayer for this purpose.

NOW, THEREFORE, in consideration of the mutual benefit to each party it is agreed between the Parties as follows:

1. The Parties agree that they have established or located the common boundary line between their properties either by survey or other satisfactory method.
2. That Property Owner 1 (as stated above) will erect the fence on this common boundary line and the Parties agree that it represents the division line between their properties.
3. That Property Owner 1 will erect and maintain the fence according to the requirements of the City of Mayer and shall continually keep the fence in good repair and condition.
4. That Property Owner 1 shall be solely responsible and liable for the construction and continued maintenance, upkeep and repair of the fence and shall be responsible for all costs and expenses in regard thereto. Property Owner 2 shall have the right to enforce payment from the other property owner for this purpose. Property Owner 1 shall have an access easement over Property Owner 2's property for purposes of erecting and maintaining the fence.
5. The fence may be removed at any time by mutual agreement by the Parties.
6. This Agreement may be recorded by either party.
7. Upon any sale, transfer or lease of either of the properties, the owner of such property shall inform their purchasers, transferees or lessees of the existence of this Agreement and its conditions and requirements.
8. This Agreement shall run with the land of each party and shall be binding upon their heirs, successors or assigns until mutually released.

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, third party.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, fourth party.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF CARVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, fifth party.

Notary Public