

Common Property Fence Line & Cross Access Easement Agreement

THIS AGREEMENT dated as of _____ by and between _____ of _____ Street (“the First Party”) and _____ of _____ Street (“the Second Party”).

Recitals

WHEREAS, the First Party is the owner of the property known as _____ Street, Mosinee, Wisconsin and legally described on Exhibit “A” attached hereto and made part hereof (the “First Party’s Property”); and

WHEREAS, the Second Party is the owner of the property known as _____ Street, Mosinee, Wisconsin and legally described on Exhibit “A” (the “Second Party’s Property”); and

WHEREAS, the parties agree that a privacy fence will be built along the property line located between their properties (the “Common Boundary”);

NOW, THEREFORE, in consideration of mutual covenants and conditions hereinafter set forth and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Parties agree that a common fence will be built along the Common Boundary (the “Fence”) between First Party’s Property and Second Party’s Property in accordance with the building permit plan approved by the City of Mosinee.
2. The cost of the contractor, materials and other costs of constructing the Fence shall be borne by the First Party.
3. The undersigned also grant to each other a permanent cross easement of three feet (3’) for the purpose of maintenance and repair of the Fence.
4. The First Party agrees to maintain the Fence in a good state of repair and to incur all costs associated with the maintenance and repair thereof.
5. This Agreement shall continue in effect until the fence is removed by mutual consent of the owners of records of the two described properties at the time of the proposed removal of the fence.
6. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.

{THIS DOCUMENT CONTINUES ON THE FOLLOWING PAGE}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated above.

By: _____
(First Party)

By: _____
(First Party)

By: _____
(Second Party)

By: _____
(Second Party)

STATE OF WISCONSIN)
)ss
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, _____, the above named _____ to me known to be the person(s) who executed the foregoing document and acknowledges the same.

_____, Notary Public
Marathon County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN)
)ss
COUNTY OF MARATHON)

Personally came before me this _____ day of _____, _____, the above named _____, to me known to be the person(s) who executed the foregoing document and acknowledges the same.

_____, Notary Public
Marathon County, Wisconsin

My Commission Expires _____

This Agreement was drafted by: Jeff Gates, Mosinee City Administrator

EXHIBIT “A”

LEGAL DESCRIPTION FOR _____ STREET (First Party’s Property)

LEGAL DESCRIPTION FOR _____ STREET (Second Party’s Property)