

EASEMENT FENCE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, between _____, _____ [a single person][husband and wife], hereinafter referred to as “Owner” and the CITY OF JORDAN, a Minnesota municipal corporation, organized under the laws of the State of Minnesota, hereinafter referred to as “City.”

WHEREAS, Owner owns a fee simple interest in property located within the City of Jordan, County of Scott, State of Minnesota and legally described as:

[Lot ____, Block ____ of _____ Addition Plat (Property ID: _____) on file with the Scott County Recorder’s Office] (“Subject Property”); and

WHEREAS, _____ Addition Plat was approved by the Jordan City Council subject to drainage and utility easements drawn on the Plat and dedicated to the City; and

WHEREAS, there is a drainage and utility easement dedicated to the City of Jordan over, upon and under the Subject Property; and

WHEREAS, as a matter of public policy, the City must maintain access to the drainage and utility easement located upon the Subject Property for maintenance purposes and the easement must adequately serve the drainage and utility needs of the City of Jordan; and

WHEREAS, Owner desires to build a fence within the City’s drainage and utility easement located upon Subject Property; and

WHEREAS, the City is willing to permit Owner to construct a fence within the City’s drainage and utility easement under certain conditions that will protect the utility of the easement and enable the City to maintain the easement.

NOW THEREFORE, the Parties hereto agree as follows:

1. Owner is permitted to construct a fence designed as follows:
 - a. The fence shall have a clearance of two (2) inches from preexisting grade to bottom of fence and shall not exceed six (6) feet in height.
 - b. The fence shall not restrict or obstruct the flow of water.
 - c. The fence shall be 20 feet away from the High Water Level (HWL) or outside of the drainage and utility easement whichever is closer to the property line.
 - d. A fence shall not be located within a drainage and utility easement that has been identified as an Emergency Over Flow easement (EOF) or access easement.
 - e. No fence shall cause a visual obstruction to traffic.
 - f. Fences are structures and shall require a zoning permit.
 - g. No fences are allowed in the front yard setback unless the fence is three and one-half (3½) feet or less.
2. The fence shall be located as shown on the map attached hereto as Appendix A and specifically made a part of this Agreement.
3. Owner shall keep the fence in good repair. The City shall have no responsibility to maintain the fence.
4. If the City needs to access its easement for maintenance purposes and Owner's fence interferes with City's access, City shall provide written notice of its need to access the easement and give Owner 15 days to make the easement accessible to City or its agents including the necessary equipment.
5. If the City needs to remove the fence or a portion thereof to perform maintenance within the City's easement or to enable property drainage and use of the utility facility, the City shall not be liable for any damage to the fence. The City shall not be responsible for repair or replacement of the fence resulting from easement maintenance, water drainage or debris carried through the easement by water. The City shall repair damage to the land area of the easement resulting from City maintenance activities.
6. This Agreement is binding upon the Parties, their successors, assigns, agents, heirs and shall run with the land.

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed as of the day and year first above written.

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STATE OF MINNESOTA)
) ss.
COUNTY OF SCOTT)

On this ____ day of _____, 20__, before me a Notary Public within and for said County, personally appeared _____ and _____ [a single person][husband and wife]

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

The City of Jordan
210 First Street East
Jordan MN 55352-1598