

## Adjoining Fence Agreement

Tom & Peggy Perlewitz (hereafter "**Party 1**") and

John R Mathie, Jr. (hereafter "**Party 2**") hereby enter into agreement under the following terms:

Party 1 owns the property at the following address:

2006 East Lafayette Place, Milwaukee, WI 53202 ("**Property 1**")

Party 2 owns the property at the following address:

2014 East Lafayette Place, Milwaukee, WI 53202 ("**Property 2**")

We are writing to set out our agreement for Party 1 to put up a fence (the "**Fence**") on the side yard that is in between both properties' Front Porches to enclose that area from unauthorized people going onto the respective properties. Please see Documents provided by Deep River Partners' and attached to this Agreement, which consist of a floor plan and an exterior elevation of the Fence location and details. The Fence will have a gate on Party 1 side of the property line with Party 2 continuing the Fence from gate post to their Front Porch wall and will be configured and installed in accordance with the attached Documents. There shall be no penetrations into the exterior surfaces or porch of the building on Property 2 without the prior approval of Party 2.

Party 2 and its contractors will have access to side yard on Property 1 for maintenance and repairs of their house on Property 2, including the right to go through the Fence gate to access Property 2.

This Agreement is effective as of the date of execution by both parties and shall remain in effect until the earlier to occur of: (1) a mutual termination of this agreement in writing and signed by both parties hereto or their successors, or (2) the termination of this Agreement by the successor owner of either property upon not less than a sixty (60) day written notice to the owner of the other property. In addition, either party shall have the right to terminate this Agreement upon not less than sixty (60) days written notice delivered to the other at its address listed in this Agreement.

The two parties agree to jointly:

**- Install the Fence**

Party 1 agrees to do the following:

**- File Fence Permit for own property**



- Payment for both Fence Permits
- Payment for all Parts and Materials for both fences
- Payment for all Labor for both fences

Party 2 agrees to do the following:

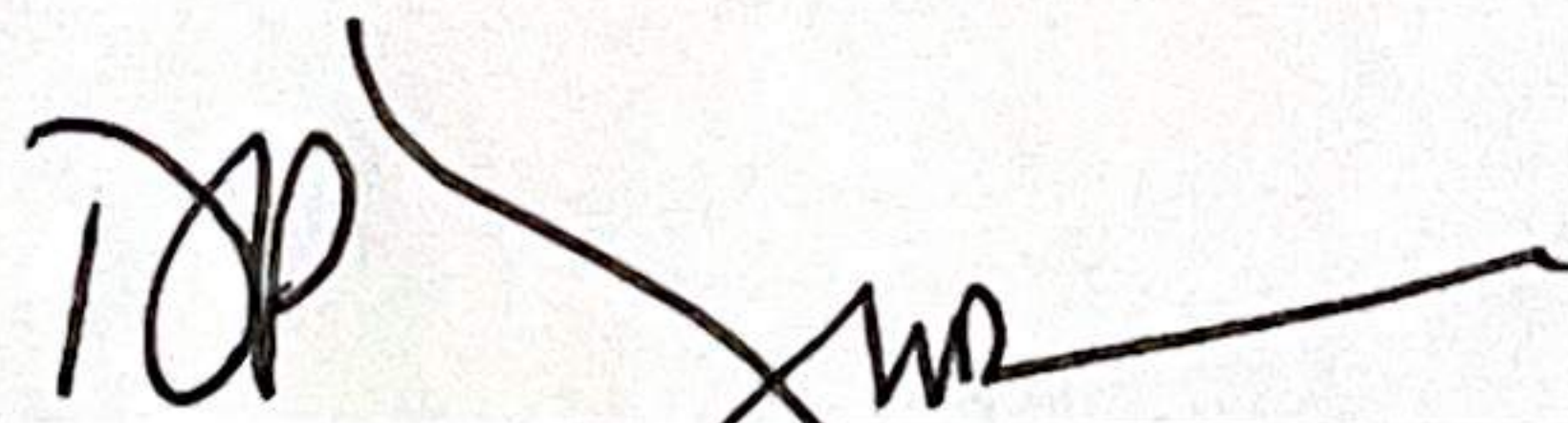
- File Fence Permit for own property. Deep River Partners will file on Party 2 behalf.

The two parties agree that they will be responsible for maintenance on their respective sides of the Fence, as well as any damage that they cause.


If any animals are being kept within this Fence, the owner of such animals will be responsible for repairing the damage of said animal to the aforementioned Fence and property. In addition, each owner shall take all necessary action to assure that its animals do not unduly disrupt the other owner or such owner's guests or cause damage to their property.

By signing this Agreement, the parties acknowledge and confirm that the location of the Fence and the use of the respective properties granted herein is and shall remain a permissive use during the term of this Agreement and the parties agree that no adverse possession or other ownership rights shall accrue from any use of either property hereunder.

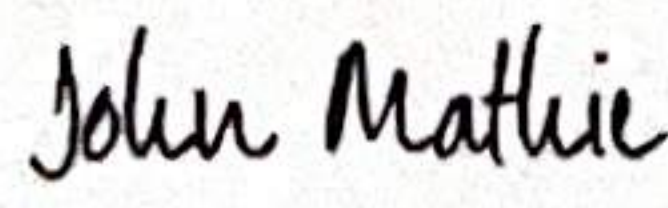
Each party covenants and agrees to give a copy of this Agreement to subsequent purchasers of its property while it remains in effect. In witness to their agreement to the terms of this contract, the parties affix their signatures below:

  
 \_\_\_\_\_  
 THOMAS PERLEWITZ  
 Party 1, Signature & Date

Date: 5/6/2022

  
 \_\_\_\_\_  
 PEGGY PERLEWITZ  
 Party 1, Signature & Date

Date: 5/6/2022

  
 \_\_\_\_\_  
 JOHN R. MATHIE, JR.  
 Party 2, Signature & Date

5/6/2022  
 Date: \_\_\_\_\_