

Halifax Borough: Fence Agreement

AN AGREEMENT, this ____ day of _____, 20 __, by and between _____ of _____, (hereinafter referred to as the "Party of the First Part"), and _____ of _____, (hereinafter referred to as the "Party of the Second Part").

WHEREAS, Party of the First Part and Party of the Second Part own adjoining properties in the Borough of Halifax; and

WHEREAS, Party of the First Part wants to erect a fence on the boundary line of the property owned by the Party of the Second Part; and

WHEREAS, the subdivision and land development ordinance of the Halifax Borough Code requires a minimum set back line for fences of two (2) feet from the property line on all sides of the lot; and

WHEREAS, the Party of the Second Part agrees to give the Party of the First Part permission to erect and maintain a fence on the property line of the adjoining properties; and

WHEREAS, the Party of the Second Part agrees to give the Party of the First Part limited access to the property of the Party of the Second Part to erect and maintain the fence.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged and with the preamble being incorporated herein by reference, the parties agree as follows:

- 1. Party of the Second Part gives Party of the First Part permission to erect and maintain a fence on the property line of the adjoining properties.
2. Party of the Second Part gives Party of the First Part limited access to the property of the Party of the Second Part to erect and maintain a fence on the property line of the adjoining properties.
3. Party of the First Part shall erect the fence in a workman like manner and shall maintain the structural integrity of the fence and its general over-all appearance.
4. Party of the First Part is responsible for any damage caused to the property of the Party of the Second Part in connection with the erection or maintenance of the fence.
5. If Party of the First Part fails or refuses to properly maintain the structural integrity or appearance of the fence after notice from either the Borough of Halifax or the Party of the Second Part, this Agreement and the fence permit issued by the Borough of Halifax shall be deemed null and void and Party of the Second Part shall have the right to perform the necessary repairs to the fence or remove the fence, with the Party of the First Part being responsible for all costs of repair or removal including, but not limited to, reasonable attorneys' fees and costs.
6. This Agreement is not assignable without the expressed written consent of both parties.

Intending to be legally bound hereby, the parties hereto set their hands and seals to this Agreement on the date above written.

Party of the First Part:

_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

Party of the Second Part:

_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

COMMONWEALTH OF PENNSYLVANIA)
: ss
COUNTY OF DAUPHIN)

On this, the ____ day of _____, 20 __, before me a Notary Public, the undersigned officer, personally appeared _____, and _____, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public