

FENCE CONSTRUCTION AND MAINTENANCE AGREEMENT

This fence agreement made on _____, 20__ by _____,
of _____, Parkston, South Dakota, and _____
of _____, Parkston, South Dakota.

RECITALS

The parties recite and declare:

A. The parties are adjoining landowner of residential property bounded in part by a common boundary approximately _____ feet in length and described as follows:

B. The construction of fence is regulated by Section 513 of the Parkston City Ordinance. The setback requirements read as follows:

Fences, walls and hedges located along interior lot lines and rear lot lines not abutting to an alley, shall be set back at least three (3) feet from the property line. However, a signed maintenance easement between owners of adjoining properties may allow such fence, wall or hedge to be located as close as one (1) foot from the property line.

C. _____ desires to construct a fence within the three (3) foot set back requirement as stated in the above stated ordinance.

D. More specifically, _____ desires to construct the () fence, () wall or () hedge _____ feet/foot from the above stated property line.

E. _____ has no objection to _____ constructing the () fence, () wall, () and hedge _ feet/foot from the property line.

F. The parties desire to bind themselves, and their heirs and assigns, to an agreement for the construction and maintenance of a () fence, () wall, () hedge, and they and any future owners of their properties will have clearly defined duties with respect to the maintenance of that () fence, () wall, ()

hedge, all to the end that good relations between owners and tenants of the respective properties may be maintained.

For the reasons above set forth, and in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

SECTION ONE - COVENANT BY FIRST PARTY

_____covenants, for himself or herself, and his or her heirs and assigns, to erect and maintain, in good condition, a () fence, () wall () hedge _____feet from the property line.

SECTION TWO - TYPE OF FENCE, WALL OR HEDGE

The () fence, () wall, () hedge erected and maintained pursuant to this agreement shall be constructed as follows:

SECTION THREE - INGRESS OR EGRESS

_____agrees to permit _____ingress and egress over his or her property for the construction and maintenance of the () fence, () wall, () hedge.

SECTION FOUR - GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota and the Ordinances of the City of Parkston.

In witness whereof, each party to this agreement has caused it to be executed at _____ on the date indicated below.

State of South Dakota)
)SS
County of Hutchinson)

On this _____ day of _____, 20__ before me, the undersigned officer, in and for said county and state, residing therein, personally appeared _____, known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(seal)

Notary Public
My Commission Expires: _____

State of South Dakota)
)SS
County of Hutchinson)

On this _____ day of _____, 20__ before me, the undersigned officer, in and for said county and state, residing therein, personally appeared _____, known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(seal)

Notary Public
My Commission Expires: _____