

BOUNDARY LINE AGREEMENT

AGREEMENT made this ___ day of _____, _____ between,
_____, (“Adjoining Owners”) residing at _____ and
_____ (“Owner”)

WITNESSETH

WHEREAS, Owner is currently in contract to Sell the premises known as _____ to _____ and the Adjoining Owners are the owners in fee simple of the adjoining premises known as _____

both parcels situated in the Town of _____, _____ County in the State of New York and more fully described herein in the attached Exhibit “A”;

WHEREAS, there has been uncertainty, confusion and/or doubt concerning the precise location of the common boundary line on the _____ side of _____. The uncertainty arises from the fence/wall which is situated _____ feet more or less _____ of the _____ property line;

WHEREAS a survey certified by _____ dated _____ depicts the location of the fence/wall which is situated _____ of the _____ property line and said survey also establishes the common boundary lines for _____. Said survey is attached hereto as Exhibit B and made a part of this agreement;

WHEREAS the parties now desire to fix and definitely establish their property line between the two parcels mentioned above respectively owned by them;

NOW THEREFORE, in consideration of the sum of one dollar by each of the parties hereto, the receipt of which is acknowledged, the parties, for themselves, their successors and assigns, covenant and agree that the boundary line be established as a line described as follows:

The Adjoining Owners acknowledge the fence/wall and they agree that they shall make no claim of either ownership or use of the _____ feet that lies between the fence/wall and the actual _____ property line of _____;

That the Adjoining Owners are not in possession of any portion of the _____ feet and the adjoining owner hereby attests that they do not have an easement, license, or any other right, title, or ownership interest to the _____ feet;

That the Adjoining Owners further release and quitclaim to Owner and its successor and assigns forever all right, title, and interest in and to the land lying between the fence wall and the _____ line as depicted on the survey attached hereto as in Exhibit B. That the true and correct boundary line between the properties is _____ feet to the _____ of the fence/ wall;

IT IS MUTUALLY AGREED AND COVENANTED that this agreement shall run with the land and be binding upon and inure to the benefit of the successors in interest of the parties and the parties agree to record same within the _____ County Clerk's Office.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year written above.

STATE OF NEW YORK)
COUNTY OF)

On the _____ day of _____, 20____, before me the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person on whose behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF)

On the _____ day of _____, 20____, before me the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence, to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he) (she) (they) executed the same in (his) (her) (their) capacity(ies), and that by (his) (her) (their) signature(s) on the instrument, the individual(s) or the person on whose behalf of which the individual(s) acted, executed the instrument.

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