BOUNDARY LINE AGREEMENT

Title No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner’s Premises: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/B/L: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Adjoining Owner’s Premises: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/B/L: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGREEMENT made this \_\_\_\_\_day of \_\_\_\_\_\_\_\_ 20\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Adjoining Owner”).

WITNESSETH

WHEREAS, Owner is in contract to sell the above referenced premises and there is uncertainty, confusion and/or doubt concerning the exact location of the common boundary line between the Owner’s Premises and the Adjoining Owner’s Premises.

WHEREAS, the parties desire to fix and establish the boundary line between the two parcels mentioned above respectively owned by them.

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

The Boundary Line shall begin at a point…

WHICH Boundary Line is shown on the survey certified by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ prepared for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Said survey is attached hereto as Exhibit A and made part of this agreement.

AND Owner revises, releases and quitclaims to Adjoining Owner and its assigns forever, right, title and interest in and to any land lying to the \_\_\_\_\_\_\_\_ of the Boundary Line so established, and Adjoining Owner revises, releases and quitclaims to Owner and its assigns forever, right, title and interest in and to any land lying to the \_\_\_\_\_\_\_ of the Boundary Line so established.

IT IS MUTUALLY AGREED AND COVENANTED that this agreement shall run with the land and be binding upon and ensure 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.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Owner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Adjoining Owner

State of New York )

 ) ss:

County of \_\_\_\_\_\_\_\_\_\_\_\_ )

On the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_\_\_ 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 acknowledge 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 upon behalf of which the individual(s) acted, executed the instrument.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

State of New York )

 ) ss:

County of \_\_\_\_\_\_\_\_\_\_\_\_ )

On the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_\_\_\_ 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 acknowledge 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 upon behalf of which the individual(s) acted, executed the instrument.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public