Title No._____

BOUNDARY LINE AGREEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

Agreement made this ___ day of _____, between _____, residing at _____ in the Town of _____, State of _____, and _____, residing at _____, in the Town of _____, State of _____ (Owner or Adjoining Owner, respectively, each being duly sworn, deposes and says:

WHEREAS, Owner is currently in contract to sell the premises known as _____, located in the town of _____, state of New York, with the tax map #_____, (the "Property") to _____, and

WHEREAS, the Adjoining Owner is the owner of property adjacent to the Property on the Property's _____ side, which property is known as _____, in the town of _____, state of New York, and with the tax map # _____ (the "Adjoining Property"), and

WHEREAS, descriptions of the Property and the Adjoining Property are attached hereto as Exhibit A, and

WHEREAS, there has been uncertainty, confusion, and/or doubt concerning the precise location of the common boundary line on the _____ side of the Property and the _____ side of the Adjoining Property, due in part to a fence/wall/ _____ (other structure or improvement) situated on the _____ side of the Adjoining Property, and

WHEREAS, a survey of the Property prepared by _____ and last dated _____ depicts the common boundary line between the Property and the Adjoining Property on the Property's _____ side (the "common boundary line"), and which survey also depicts the location of the fence/wall _____ (other structure or improvement) as being situated _____ feet, more or less, _____ of the common boundary line. The survey is attached here to as Exhibit B, and

WHEREAS, the parties now desire to fix and definitively establish their common boundary line between the Property and the Adjoining Property owned by them respectively,

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, as follows:

The true and correct common boundary line between the Subject Property and the Adjoining Property is as shown on the survey attached as Exhibit B.

The Adjoining Owner acknowledges the fence/wall _____ (other structure or improvement) is situated _____ of their _____ property line, and they make no claim of either ownership or use of the ____ feet that lies between the fence/wall _____ (other structure or improvement) and the actual _____ line of the Adjoining Property.

The Adjoining Owner is not in possession of any portion of the _____ feet and the Adjoining Owner hereby attests that s/he does not have an easement, license, or any other right, title, or ownership interest to the _____ feet.

The Adjoining Owner further understands that Owner owns the Subject Property as depicted on the survey attached hereto and Owner has exclusive dominion and control over said Subject Property and certifies that the said fence/wall) _____ (other structure or improvement) is personal property and constitutes an encumbrance on the Subject Property and upon demand I promise to remove same.

The Adjoining Owner releases and quitclaims to Owner and its successor and assign forever, all right, title, and interest in and to the land lying between the fence/wall _____ (other structure or improvement) and the common boundary line, as depicted on the attached survey.

Owner and Adjoining Owner mutually agree and covenant that this Boundary Line Agreement shall run with the land and shall be binding on and inure to the benefit of the successors in interest of the parties and the parties to record this Boundary Line Agreement in the _____ County Clerk office.

IN WITNESS WHEREOF, the parties have signed this agreement the _____ day of _____. 20____.

_____ _____

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

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

_____
Notary Public