

BOUNDARY LINE AGREEMENT

This is a customizable starting template, not a finished legal document. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your situation, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Boundary Line Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[OWNER A LEGAL NAME], with an address at [OWNER A ADDRESS] ("**Owner A**"), the record owner of the real property described in **Exhibit A** (the "**Parcel A**"); and

[OWNER B LEGAL NAME], with an address at [OWNER B ADDRESS] ("**Owner B**"), the record owner of the real property described in **Exhibit B** (the "**Parcel B**").

Owner A and Owner B are each a "**Party**" and together the "**Parties**." Parcel A and Parcel B are each a "**Parcel**" and together the "**Parcels**," and are adjoining parcels located in [COUNTY, STATE].

Recitals. The Parties own adjoining Parcels that share a common boundary. A [uncertainty / dispute / discrepancy between the deeds and an existing fence, wall, or improvement] has arisen concerning the exact location of the common boundary line between the Parcels (the "**Boundary**"). To resolve any uncertainty, avoid the cost and risk of litigation, and establish a definite and agreed Boundary, the Parties have caused or relied upon a survey and now wish to fix, agree, and confirm the location of the Boundary. In consideration of the mutual promises below and other good and valuable consideration, the Parties agree as follows.

1. Recitals and Definitions

1.1 Incorporation of recitals. The recitals above are true to the Parties' knowledge and are incorporated into this Agreement.

1.2 Survey. "**Survey**" means the survey of the Boundary prepared by [SURVEYOR NAME / FIRM], a licensed land surveyor, dated [SURVEY DATE], attached as **Exhibit C** (if completed), depicting the agreed Boundary.

1.3 Agreed Boundary. "**Agreed Boundary**" means the boundary line between the Parcels as described in Section 2 and depicted on the Survey, which the Parties adopt as the true and correct common boundary between the Parcels.

1.4 Improvements. "**Improvements**" means any fence, wall, hedge, building, driveway, or other structure located on or near the Boundary as described in Section 4.

2. Establishment of the Agreed Boundary

2.1 Agreed location. The Parties agree that the true common boundary between Parcel A and Parcel B is the line described as follows: [INSERT METES-AND-BOUNDS OR OTHER LEGAL DESCRIPTION OF THE AGREED BOUNDARY, OR REFER TO THE SURVEY AND EXHIBIT C].

2.2 Adoption as true boundary. Each Party adopts and accepts the Agreed Boundary as the true, certain, and permanent boundary between the Parcels, regardless of any contrary call, measurement, or description in any

prior deed, plat, or survey.

2.3 Monumentation. The Parties will cooperate to set or confirm physical monuments (such as iron pins or markers) at the corners and angle points of the Agreed Boundary as shown on the Survey, and will share the reasonable cost of monumentation **[equally / as follows: [DESCRIBE]]**.

2.4 No change in acreage intended as a sale. The Parties intend this Agreement to resolve an uncertain or disputed line and to confirm existing ownership, not to convey, sell, or gift land. To the extent any conveyance is necessary to give full effect to the Agreed Boundary, the Parties will execute the documents described in Section 3.

3. Conveyance and Quitclaim (If Needed)

3.1 Mutual quitclaim. To remove any cloud on title and to conform record title to the Agreed Boundary, each Party quitclaims to the other all right, title, and interest, if any, that it may have in the land lying on the other Party's side of the Agreed Boundary.

3.2 Further deeds. Each Party will, upon request and at the requesting Party's reasonable expense, execute and deliver any quitclaim deed or other instrument **[in recordable form and properly notarized]** needed to vest clear title consistent with the Agreed Boundary.

3.3 Consideration. The mutual quitclaims and the resolution of uncertainty are adequate consideration for this Agreement, and no additional payment is owed unless stated in **[SECTION / EXHIBIT]**.

4. Improvements, Encroachments, and Use

4.1 Existing improvements. The Parties acknowledge the following Improvements located on or near the Boundary: **[DESCRIBE FENCE / WALL / DRIVEWAY / OTHER AND ITS RELATION TO THE AGREED BOUNDARY]**.

4.2 Treatment of encroachments. Any existing encroachment of an Improvement across the Agreed Boundary is **[permitted to remain until the Improvement is removed or replaced / to be cured by [DATE] / addressed as follows: [DESCRIBE]]**. When any such Improvement is replaced, the replacement must be placed on the correct side of the Agreed Boundary unless the Parties agree otherwise in writing.

4.3 Maintenance. Responsibility for maintaining any shared Improvement, such as a boundary fence, is allocated **[equally / as follows: [DESCRIBE]]**, subject to any applicable local fence or partition law.

4.4 No new encroachments. Neither Party will construct any new Improvement that crosses the Agreed Boundary without the other Party's prior written consent.

5. Mutual Releases

5.1 Release of boundary claims. Each Party releases the other from all claims, demands, and causes of action arising from or relating to the location of the Boundary or any past encroachment described in this Agreement, except for obligations created by this Agreement.

5.2 No admission. This Agreement is a compromise to establish certainty and is not an admission of any prior wrongdoing, misrepresentation, or liability by either Party.

5.3 Limitation. This release does not extend to claims unrelated to the Boundary, to personal injury, or to environmental conditions, unless expressly stated.

6. Covenants Running With the Land

6.1 Binding on successors. The Agreed Boundary and the covenants in this Agreement run with the land, bind and benefit the Parcels, and bind and benefit each Party's heirs, successors, and assigns.

6.2 Notice to successors. Each Party will disclose this Agreement to any prospective purchaser, lender, or successor in interest to its Parcel.

6.3 No third-party rights. This Agreement does not create rights in any person who is not a Party or a successor to a Parcel.

7. Lender, Title, and Cooperation

7.1 Lender consent. Each Party will use reasonable efforts to obtain any consent or subordination required from a lender or lienholder on its Parcel so that this Agreement and the Agreed Boundary are effective against such lienholder.

7.2 Title insurance. Each Party is responsible for obtaining, at its own expense, any title endorsement or new title commitment it desires reflecting the Agreed Boundary.

7.3 Cooperation. The Parties will reasonably cooperate, sign documents, and provide information as needed to record this Agreement and any related instruments and to give full effect to the Agreed Boundary.

8. General Provisions

8.1 Recording. This Agreement is intended to be recorded in the real property records of [COUNTY, STATE] to give notice of the Agreed Boundary to all persons.

8.2 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and the location and conveyance of real property are governed by the law where the Parcels are located. The Parties submit to the exclusive jurisdiction of the courts of [COUNTY, STATE].

8.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.4 Entire agreement; amendment. This Agreement, with its Exhibits, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties and recorded.

8.5 Severability and waiver. If any provision is unenforceable, the rest remains in effect, and the Parties will substitute an enforceable provision that most nearly achieves the intent. A failure to enforce a provision is not a waiver.

8.6 Counterparts and execution. This Agreement may be signed in counterparts. Because it affects real property, the Parties will execute it with any acknowledgment or notarization required for recording in [COUNTY, STATE].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER A

OWNER B

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: **[N/A]**

Title: **[N/A]**

Date: _____

Date: _____

Exhibit A — Legal description of Parcel A Exhibit B — Legal description of Parcel B Exhibit C — Survey depicting the Agreed Boundary

[NOTARY ACKNOWLEDGMENT — attach the form of acknowledgment required for recording in [COUNTY, STATE] for each signing party.]

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.