

BOUNDARY LINE AGREEMENT

Note: Requires reciprocal TP-584's

This Agreement, made the _____ day of _____, _____, between _____,
residing at _____ (hereinafter "_____")
Party of the First Part, and _____,
residing at _____
(hereinafter "_____") Party of the Second Part;

WHEREAS, the Party of the First Part is the owner in fee simple of certain real property known as
and by _____, designated as District _____,
Section _____, Block _____,
Lot _____ on the Tax Map for the County of _____, State of New York and as
more particularly described on Schedule A attached hereto and made part hereof (hereinafter
"Parcel A"); and

WHEREAS, the Party of the Second Part is the owner in fee simple of certain real property
known as and by _____ designated as District _____,
Section _____, Block _____,
Lot _____ on the Tax Map for the County of _____ State of
New York and as more particularly described on Schedule B attached hereto and made part
hereof (hereinafter "Parcel B"); and

WHEREAS, Parcel A adjoins Parcel B; and

WHEREAS, a survey of Parcel A has been prepared by _____, land surveyor,
dated _____ (hereinafter the "Survey"), a copy of which is attached as Exhibit 1.

Said survey shows, among other things, a _____ which runs along or nearby the _____ line of Parcel ____ and the line of Parcel ____, but is situate up to feet ____ inside Parcel ____; and

WHEREAS, the parties desire to fix and definitely establish the boundary line between the two parcels mentioned above respectively owned by them without resort to litigation; and

NOW, THEREFORE, in consideration of the mutual promises and conveyances herein contained, and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereto for themselves and their heirs, legal representatives, successors and assigns, covenant and agree as follows:

That irrespective of the placement of the _____ between Parcel A and Parcel B, the common boundary line between the parcels shall be deemed the _____ boundary of the property owned by the Party of the First Part and the _____ boundary of the property owned by the Party of the Second Part is established as being described as follows:

A line commencing at a point on the _____
(describe common boundary line) _____.

And the Party of the First Part does hereby remise, release and quitclaim unto the Party of the Second Part, its successors and assigns, all of its right, title and interest in and to any land lying to the _____ of the said boundary line so established, and the Party of the Second Part does hereby remise, release and quitclaim unto the Party of the First Part, its successors and assigns, all of its right, title and interest in and to any land lying to the __ of the said boundary line so established, and

The parties further agree and acknowledge that any use by the Party of the Second Part, their heirs, legal representatives, successors and assigns, of any portion of Parcel A lying _____ of the _____, is permissive and not hostile to or with any claim of right against the Party of the First Part, their heirs, legal representatives, successors and assigns.

IT IS MUTUALLY AGREED AND COVENANTED that this agreement shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

In WITNESS WHEREOF, we have hereunto set our hands and seals on the date first above mentioned.

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

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

INSERT SCHEDULE A

INSERT SCHEDULE B

INSERT EXHIBIT 1