

AGREEMENT made this day _____ of _____, 20____ by and between
_____, residing at _____

(hereinafter referred as “ _____”) and

_____, residing at _____

(hereinafter referred to as “ _____”)

WHEREAS, _____ are the present owners of adjoining parcels on
the _____ boundary line of property; and _____

WHEREAS predecessor erected a _____ that encroaches on the
properties of _____ and _____;

WHEREAS the parties wish to set forth their respective rights and obligations concerning
said _____ and said encroachment.

NOW, THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS and other
good and valuable consideration each to the other in hand paid, the parties agree as follows:

1. _____ is the present owner in fee of the
premises bounded and described as follows:

Dist.: _____ Sec.: _____ Block: _____ Lot: _____ as shown on the
_____ County Land and Tax Map.

2. _____ is the present owner in fee of the premises bounded and
described as follows:

Dist.: _____ Sec.: _____ Block: _____ Lot: _____ as shown on the _____
County Land and Tax Map.

3. Each party represents and acknowledges that the _____ does encroach
on their premises. _____ acknowledges that the
_____ encroaches up to _____ feet on his/hers/theirs premises
and acknowledges that the _____ encroaches up to _____ feet
on his/hers/theirs premises.

4. _____ makes no claim with respect to Title or right to use
of the land that is _____ of his/hers/theirs boundary and enclosed by the _____.

5. _____ makes no claim with respect to Title or right to use
of the land that is _____ of his/hers/theirs boundary and enclosed by the _____.

6. It is agreed the _____ shall remain standing in its present location for as long it may stand.

7. It is specifically agreed that the portions of each party's premises that are encroached by the _____ on the other persons premises shall not be deemed adverse possession nor shall the use thereof be considered as granting either party any right whatsoever in the property of the other party.

8. This Agreement contains the entire agreement of the parties and no modifications or alterations of the Agreement can be made unless in writing and signed by the parties hereto.

9. This Agreement shall be binding on the parties hereto and ensure to the benefit of their respective heirs, successors and assigns.

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

Sworn to before me this
_____ day of _____, 20____

Notary Public