

ENCROACHMENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, _____, between _____ and _____, who resides at _____, party of the first part, and _____, residing at _____, party of the second part.

WITNESSETH

_____ is the owner of real property commonly known as _____ described in a deed from _____, dated _____, _____, recorded in the _____ County Clerk's Office in (CRFN/LIBER/REEL and Page#) _____, described in Schedule B attached hereto (hereinafter referred to as the "_____ premises").

_____ is the owner of real property adjoining the _____ premises westerly and more particularly described in Schedule B attached hereto (hereinafter referred to as the "Smith premises").

A survey of the _____ premises prepared by _____, Land Surveyor, dated _____, discloses fences between the _____ premises and the _____ premises inside the _____ premises. One of those fences that is shown on the survey which appears to belong to the _____ premises and therefore it encroaches onto the _____ premises ("_____ fence").

_____ hereby grants to _____ permission for the _____ fence to remain so situate for as long as it shall stand in good condition. If the _____ fence is in need of inspection, painting and/or repair, _____ expressly grants _____ a limited license to enter the _____ premises to inspect, paint and/or repair the _____ fence.

_____ hereby expressly understands and agrees that the _____ fence encroaches upon the _____ premises and that the _____ fence may remain so long as it shall stand in good condition. If the _____ fence needs to be inspected, painted and/or repair, _____ has only a limited license to enter the _____ premises for such inspections, painting and/or repair.

If _____, his heirs, successors and/or assigns desires to remove and replace the _____ fence, _____, his heirs, successors and/or assigns expressly grants a license to _____, his heirs, successors and/or assigns to enter the _____ premises to remove same, upon the express condition, that _____ shall upon replacement move the placement of the _____ fence back to the division line between their respective premises, as

shown on the survey attached as Exhibit A hereto, and restore the land by filling in any holes or other damage by the removal of same.

The parties agree to the recording of this agreement in the _____ County Clerk's Office against the _____ and _____ premises in order to memorialize of record the understanding between the parties. Upon removal and relocation of the _____ fence, the parties agree to record a Termination of Encroachment Agreement against the _____ and _____ premises to remove this agreement of record.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

State of New York)
) ss.:
County of)

On the ____ day of _____, _____ 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 _____, _____ 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