

Fence Line Agreement

This Agreement is dated _____ between _____ ("First Party") and _____ ("2nd Party").

Whereas:

- (A) First Party is the owner of the Property described as _____ ("First Party's Property");
- (B) Second Party is the owner of the Property described as _____ ("Second Party's Property");
- (C) First Party and Second Party wish to erect a fence between their respective properties;

NOW in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties agree to erect a Fence ("Fence") along the property line between the First Party's Property and Second Party's Property.
2. The parties agree to share the costs of the adjoining rear Fence equally. The parties acknowledge and agree that the Fence shall be approximately \$ _____ Total/ _____ each.
3. The Fence shall be a _____ ; and shall be constructed according to the site plan and specifications attached.
4. The parties agree to share equally in the cost of the fence, maintenance, upkeep and repairs of the Fence from time to time. To avoid any conflict on the issue, the parties agree to pay their 50% share of fence construction to the agreed upon contractor in advance of the work being done to be sure there are no lingering or left over costs associated with the initial construction project.
5. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators and assigns of each of the parties hereto.
6. This Agreement is sets forth the entire agreement between the parties relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The parties agree that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties. Any dispute must be brought in the state of North Carolina.

First Party

Second Party