

Agreement Between Adjoining Landowners to Maintain Fence Partitioning Agriculture Property

Agreement made on the ____ day of _____, 20____, between _____ of _____ (street address, city, county, state, zip code), referred to herein as _____, and _____ of _____ (street address, city, county, state, zip code), referred to herein as _____.

Whereas, the parties are adjoining landowners of agricultural property bounded in part by a common boundary approximately _____ (**number of feet**) feet in length and described as follows:

(Legal description of common boundary line)

Whereas, the parties desire to bind themselves, and their heirs and assigns, to an agreement for the construction and maintenance of a partition fence so that their properties may be separated by a sufficient fence, and they and any future owners of their properties will have clearly defined duties with respect to the maintenance of that fence, all to the end that good relations between owners and tenants of the respective properties may be maintained;

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Center Post

A permanent center post shall be located _____
(describe location such as "**at the midpoint of the common boundary**"), the location of this post to be ascertained before _____ (**date**). At that time, the parties shall cooperate in sinking the post.

2. Covenant by _____

_____ covenants, for himself and his heirs and assigns, to erect and maintain a fence from the center post _____ (**compass direction**) to the _____ (**compass direction**) terminal of the common boundary.

3. Covenant by _____

_____ covenants, for himself and his heirs and assigns, to erect and maintain a fence from the center post _____ (**compass direction**) to the _____ (**compass direction**) terminal of the common boundary.

4. Type of Fence

The fence erected and maintained pursuant to this agreement shall be

_____ *(specifications for fence).*

5. Encroachments

Each party agrees to permit any encroachment by the other party where necessary to anchor a post, provided that any encroachment shall not exceed _____ *(number of inches)* inches, and further provided that the encroaching party sufficiently covers and shields all anchors and guy wires to prevent injuries.

6. Recording

Each party agrees that _____ will record an original of this document with the _____ *(county official's name and office where deeds are recorded)*, with each party to pay 50% of the cost of recording.

7. Mandatory Arbitration

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

8. Governing Law

This Agreement shall be executed in duplicate and shall be governed by, construed, and enforced in accordance with the laws of _____ *(state where property located)*.

WITNESS our signatures as of the day and date first above stated.

Acknowledgment (may vary by state)

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said County and State, on this _____ day of _____, 20____, within my jurisdiction, the within-named _____ and _____, who acknowledged that they executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:
