

**Agreement by Adjacent Landowners to Construct
a Partition Fence with Each Party to Construct One-Half**

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 parcels of property located in
_____ *(name of county and state)* and wish to
construct and provide for the continuing maintenance of a partition fence along the common
north-south boundary line of their respective properties, which boundary line is described as
follows:

(legal description of common boundary line)

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. Erection of Fence

The parties shall erect a partition fence along the boundary line mentioned above, a
distance of _____ *(number of feet)* feet, more or less. The terminal points of
the fence are to be _____
(description of point) at the north end, and _____
_____ *(description of point)* at the south end.

2. Type of Fence

The fence shall be constructed of _____
(description of material), shall be _____ *(number of feet)*
feet in height, and _____
(list of other pertinent details concerning construction).

3. Center Post

A. A permanent center post shall be located at the midpoint of the boundary line. The
post shall be _____
(list details concerning post). Location of the post shall be determined, and erection of the post
completed, no later than _____ *(date of completion)*.

B. All work in connection with the center post shall be performed by the parties,
working together, and all expenses shall be divided equally between them.

4. Fence to be Erected

Within _____ (*number of days*) days following erection of the center post as set forth above, *Doe* shall erect or cause to be erected, at his cost, that part of the fence that will extend north from the center post; similarly, _____ shall erect or cause to be erected, at his cost, that part of the fence that will extend south from the center post.

5. Maintenance of Fence

A. Each party agrees to maintain in good condition and, when necessary, repair, the portion of the fence constructed by that party.

B. Any repair or rebuilding of the fence shall be on the same location as the original, and of the same height and density, and of the same quality and of the same or similar material as that used in the original fence.

6. Duration of Agreement

This Agreement shall remain in force until such time as it is modified or rescinded by the parties or the then owners of the respective properties, as appropriate, by an instrument recorded with the proper official as may be provided by the laws of _____ (*name of state*).

7. Binding Effect of Agreement

This Agreement, and the rights and duties under this Agreement, shall bind and inure to the benefit of the parties, and their heirs, legal representatives, and assigns.

8. 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.

9. 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.

10. 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:
