

Agreement as to encroachment of wall.

Agreement made at _____, _____, _____ [date], between _____ of _____, referred to as Smith, and _____ of _____, referred to as Jones.

Smith is the owner of a building situated in the City of _____, and Jones is the owner of a lot of land adjoining the same on the west side of the building. Due to a mistake, a portion of the west wall of the building belonging to Smith encroaches on the land of Jones and it is mutually desired that this fact shall not create a right or easement.

It is mutually agreed between the parties to this agreement that:

1. The encroachment of the west wall of the building belonging to Smith shall be deemed to have been made, and the continuance of the encroachment shall be deemed to be, with the express license and consent of Jones, so that Smith shall not acquire any easement or right in respect to the encroachment.

2. Smith shall pull down and remove the wall so far as the wall encroaches on the land of Jones within _____ months after Jones shall have given to Smith or to the owner or occupant for the time being of the house, a notice in writing requiring [him or her] to do so and it is agreed that every notice shall be sufficient if left at the house, although not addressed to any person by name or description.

3. The respective owners for the time being of the lots of land shall have the benefit of and be bound by terms of this agreement, and shall be deemed to be included wherever the names of the parties to this agreement respectively occur.

[Date and Signature]