

## Agreement to Determine Boundary Using a Survey

This Agreement is made between \_\_\_\_\_, of \_\_\_\_\_, and \_\_\_\_\_, of \_\_\_\_\_.

The parties to this Agreement are owners of adjoining parcels of property located in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_ owns the real property described as follows:

Address:

Assessor's Parcel Number:

Legal Description: See Attachment A.

\_\_\_\_\_ owns the real property described as follows:

Address:

Assessor's Parcel Number:

Legal Description: See Attachment B.

The parties are uncertain of the location of their common \_\_\_\_\_ boundary line, and dispute the location thereof. To effect a settlement of the dispute between them, and in consideration of the mutual benefit to be derived hereunder, the parties agree as follows:

1. Within \_\_\_\_ days after the date of this agreement they will employ \_\_\_\_\_ a duly licensed surveyor to establish the disputed common boundary line.
2. The Parties will accept the boundary line so established by the surveyor as the true common boundary between their respective properties described above and will execute, acknowledge, and record a formal agreement to that effect.
3. The cost of said survey and any incidental expenses is estimated to be \$\_\_\_\_\_ and shall be borne equally by the parties. Each party will pay his share of the total expenses within \_\_\_\_ days following the date on which the bill for all services is rendered.

Executed on \_\_\_\_\_, in \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

Sample  
**Agreement to Determine Boundary Using a Survey**

This Agreement is made between (First Party), of (Address), and (Second Party), of (Address). The parties to this Agreement are owners of adjoining parcels of property located in the City of (Name), County of (Name), State of California.

(First Party) owns the real property described as follows:

(Legal description, address, and Assessor's Parcel number)

(Second Party) owns the real property described as follows:

(Legal description, address, and Assessor's Parcel number)

The parties are uncertain of the location of their common (designate boundary line, such as north-south) boundary line, and dispute the location thereof. To effect a settlement of the dispute between them, and in consideration of the mutual benefit to be derived hereunder, the parties agree as follows:

1. Within (Number) days after the date of this agreement they will employ (Name of Surveyor), a duly licensed surveyor to establish the disputed common boundary line.
2. The Parties will accept the boundary line so established by the surveyor as the true common boundary between their respective properties described above and will execute, acknowledge, and record a formal agreement to that effect.
3. The cost of said survey and any incidental expenses is estimated to be \$ (Cost of Survey) and shall be borne equally by the parties. Each party will pay his share of the total expenses within (Number) days following the date on which the bill for all services is rendered.

Executed on (Date), at (City), California.

\_\_\_\_\_  
(Name of First Party)

\_\_\_\_\_  
(Name of Second Party)

## Attachment A

**Attachment B**