

BOUNDARY LINE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TAYLOR §

THIS AGREEMENT is made effective as of the _____ day of _____, 20__ , by and between the undersigned parties.

WHEREAS, _____ (“**Owner**”, whether one or more) is the owner of the following-described property (“**Owner’s Property**”) which adjoins the shoreline of Lytle Lake in the City of Abilene, Texas:

; and

WHEREAS, the Lytle Lake Water Control and Improvement District (“**District**”) is the owner of the land (“**District Land**”) which adjoins Owner’s Property along the shoreline of Lytle Lake; and

WHEREAS, as a result of Owner’s Application for a Permit to construct or renovate a Sea Wall along the common boundary line between the Owner’s Property and the District Land, a question or dispute has arisen regarding the location of the common boundary line between the Owner’s Property and the District Land, and Owner and District, by this Boundary Line Agreement, desire to resolve and settle any question or dispute between them concerning the location of the common boundary line between their respective properties;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including (without limitation) settlement of all boundary line issues and disputes between Owner and District, Owner and District have agreed, and do hereby agree, that the common boundary line between the Owner’s Property and the District Land adjoining the Owner’s Property shall henceforth be as follows:

For the same consideration, Owner hereby grants, sells and conveys to District all of Owner's right, title and interest in and to that portion of Owner's Property which, as a result of this Agreement, is now located on District's side of the new common boundary line; and, in like manner, District hereby grants, sells and conveys to Owner all of District's right, title and interest in and to that portion of the District Land which, as a result of this Agreement, is now located on Owner's side of the new common boundary line.

This Agreement shall be binding upon, and shall inure to the benefit of, Owner and District, and their respective heirs, personal representatives, successors and assigns. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Texas; and any proceeding arising out of this Agreement shall be brought exclusively in a court of competent jurisdiction in Taylor County, Texas.

EXECUTED AND EFFECTIVE as of the day and year first above written.

**LYTLE LAKE WATER CONTROL
AND IMPROVEMENT DISTRICT**

Name of Owner

Signature of Owner

Name of Owner

Signature of Owner

Date: _____

By: _____

Title: _____

Date: _____

