

BOUNDARY LINE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF MATAGORDA §

THAT WHEREAS, **DONNIE DIVIN**, hereinafter called "**DIVIN**" will be the owner of a certain tract of land situated in **Matagorda** County, Texas, described as follows, to-wit:

Lot Thirty (30), of **DOWNEY'S CANEY CREEK CLUB**, Section Nineteen (19), a subdivision in Matagorda County, Texas, according to the map or plat thereof recorded in Volume 6, Pages 45-46, of the Map Records of Matagorda County, Texas; and

WHEREAS, **MICHAEL A. FURRH** and **TIERRA J. FURRH**, hereinafter called "**FURRH**" is the owner of that certain tract of land adjoining the above described tract of land, being described as follows, to-wit:

Lot Twenty-Nine (29), of **DOWNEY'S CANEY CREEK CLUB**, Section Nineteen (19), a subdivision in Matagorda County, Texas, according to the map or plat thereof recorded in Volume 6, Pages 45-46, of the Map Records of Matagorda County, Texas; and

WHEREAS, the **Concrete Slab** situated on the **FURRH** property encroaches or extends from such property onto the **DIVIN** property; and the fence erected on/between the two properties is not currently on the property line;

WHEREAS, it is the desire of the above property owners to maintain said **Concrete Slab and Fence** as they now exist without incurring the cost of moving the same, and to establish the ownership of said **Concrete Slab** and to agree and affirm the true boundary line of their respective properties;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, it is agreed as follows:

1.

THAT the common boundary line between the two tracts of land is as described above and as further shown on Survey dated the **20th** day of **September, 2016**, by **Doyle & Wachstetter, Inc.**, a copy of which is attached hereto as Exhibit "A".

2.

FURRH does by these presents agree that said above described **Concrete Slab** shall remain without cost or charge in its present location and that the same shall remain the property of **DIVIN**, and that **DIVIN** shall not be required to remove such **Concrete Slab** from the property of **FURRH**.

3.

In the event that said **Concrete Slab** is destroyed or otherwise displaced from its present position, or the same becomes deteriorated to the point that it requires replacement, then in that event the owner of the same shall at said owner's expense locate said **Concrete Slab** in such a manner that it will be returned to the true existing property line.

4.

The said **DIVIN**, his heirs and assigns will not exercise any claim, right, title or interest, by limitation or otherwise, in and to that portion of the **FURRH** property described above being encroached upon and owned by **FURRH**.

5.

The consideration for this agreement for each of the parties hereto is found in the mutual promises and in the agreements herein stated, which shall inure to the benefit of each of the parties hereto, their respective heirs, executors, administrators, successors and assigns, and it is understood and agreed by the parties hereto that this agreement shall run with the land.

EXECUTED this _____ day _____, 2020.

DONNIE DIVIN

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on this _____, 2020,
by DONNIE DIVIN.

Notary Public, State of Texas

MICHAEL A. FURRH

TIERRA J. FURRH

STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on this _____, 2020,
by MICHAEL A. FURRH and TIERRA J. FURRH.

Notary Public, State of Texas