

Type: CONSOLIDATED REAL PROPERTY
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Fee Amt: \$26.00 Page 1 of 4
Granville County, NC
Kathy M. Taylor Reg of Deeds

BK 1774 PG 467 - 470

Prepared by and return to: Gene Davis Law, PLLC, 615 Oberlin Road, Suite 100, Raleigh, North Carolina 27605

STATE OF NORTH CAROLINA

COUNTY OF GRANVILLE

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") dated this 29th day of April 2020, by and between MARTHA FITZHENRY, formerly known as MARTHA LEAH JONES, and STEPHEN R. FITZHENRY, spouses (collectively referred to herein as "Fitzhenry"), whose address is 3534 Lavender Lane, Wake Forest, North Carolina 27587, party of the first part; and STEPHEN ANDREW GILLETTE and KAITLIN NICOLE GILLETTE, spouses (collectively referred to herein as "Gillette") whose address is 1036 Butterfly Circle, Wake Forest, North Carolina 27587, party of the second part.

WITNESSETH THAT:

WHEREAS, Fitzhenry is the owner of Lot 116, Chesleigh Subdivision, Phase 6 as shown on plat recorded in Plat Book 44, Page 100, Granville County Registry and commonly referred to as 3534 Lavender Lane, Wake Forest, North Carolina (the "Fitzhenry Property"); and

WHEREAS, Gillette is the owner of Lot 122, Chesleigh Subdivision, Phase 6 as shown on plat recorded in Plat Book 44, Page 100, Granville County Registry and commonly referred to as 1036 Butterfly Circle, Wake Forest, North Carolina (the "Gillette Property"); and

WHEREAS, a fence constructed on the Gillette Property encroaches upon the Fitzhenry Property; and

WHEREAS, Gillette acknowledges that Fitzhenry is the owner of the Fitzhenry Property, and Fitzhenry expressly permits and allows Gillette to use of a small portion of the Fitzhenry Property for the fence; and

WHEREAS, if the fence that is situated in part on the Fitzhenry Property is ever demolished by Gillette or by the transferees, successors and/or assigns of Gillette or by an act of God, then the permission to encroach shall be terminated; and

WHEREAS, the parties hereto wish to reduce their agreement to writing;

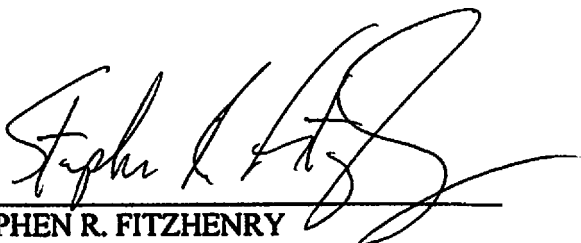
NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereto, the parties agree as follows:

1. The parties acknowledge that the fence primarily situated on the Gillette Property encroaches on the Fitzhenry Property (the "Encroachment"). It is understood and agreed that the Encroachment by Gillette, their transferees, successors and/or assigns is permitted by Fitzhenry, their transferees, successors and/or assigns, such permission does not entitle Gillette, their transferees, successors and/or assigns to any ownership interest in or to the Encroachment or any portion of the Fitzhenry Property. Further, Gillette agrees for themselves, their transferees, successors and/or assigns, that if the fence primarily situated on the Gillette Property and encroaching on the Fitzhenry Property is ever demolished, moved, deconstructed or rebuilt, then this Encroachment Agreement is terminated and the fence shall be relocated or rebuilt such that the fence does not encroach on the Fitzhenry Property and the Fitzhenry Property shall be returned to the same condition that would have existed if the fence was never constructed.

2. This Agreement shall be binding upon the parties hereto, their transferees, successors and/or assigns, subject to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto agree to the foregoing as of the day and year first above written.

[Signature pages attached hereto.]


STEPHEN R. FITZHENRY

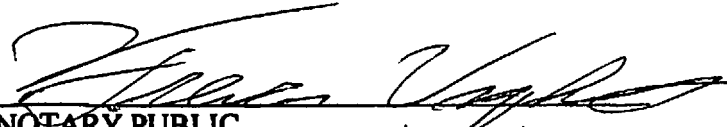

MARTHA FITZHENRY formerly known as
Martha Leah Jones

STATE OF NORTH CAROLINA

COUNTY OF ~~GRANVILLE~~ Wake

I, Trevor Urquhart, a notary public in and for the State of North Carolina and the County of Wake, hereby certify that Stephen R. Fitzhenry and Martha Fitzhenry, formerly known as Martha Leah Jones, appeared before me and executed the foregoing Agreement for the purposes therein contained.

WITNESS, my hand and notarial seal, this 29th day of April 2020.


NOTARY PUBLIC
My commission expires: 11/27/2023

TREVAR URQUHART
NOTARY PUBLIC
WAKE COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 11/27/2023

Stephen Gillette
STEPHEN ANDREW GILLETTE

Kaitlin Gillette
KAITLIN NICOLE GILLETTE

STATE OF NORTH CAROLINA
COUNTY OF Wake AB ~~GRANVILLE~~

I, Adam Sugg, a notary public in and for the State of North Carolina and the County of Wake, hereby certify that Stephen Andrew Gillette and Kaitlin Nicole Gillette appeared before me and executed the foregoing Agreement for the purposes therein contained.

WITNESS, my hand and notarial seal, this 27th day of April 2020.

ADAM SUGG
Notary Public
Wake Co., North Carolina
My Commission Expires Aug. 30, 2020

AS
NOTARY PUBLIC
My commission expires: 08-30-2020