

Prepared by and return to: Brady Boyette PLLC, 1025 Dresser Court, Raleigh, NC 27609

STATE OF NORTH CAROLINA

COUNTY OF FRANKLIN

ENCROACHMENT AGREEMENT

This Agreement made this 1st day of JUNE, 2023, by Tory L. Jones and wife, Qwonthafia C. Jones (hereinafter "Grantor") and Taylor Jean Bjerk (hereinafter "Grantee.")

STATEMENT OF FACTS

1. Grantor is the owner of the real property located at 110 Glen Oaks Drive, Youngsville 27596 (Lot 11, as shown on "Recombination Plat for Lot 11 and 12, Glen Oaks Subdivision, Phase 2" a copy of which is recorded in Book of Maps 2015, Page 123, Franklin County Registry, Parcel ID 041877.)
2. Grantee is the owner of the real property located at 120 Glen Oaks Drive, Youngsville 27596 (Lot 12, as shown on "Recombination Plat for Lot 11 and 12, Glen Oaks Subdivision, Phase 2" a copy of which is recorded in Book of Maps 2015, Page 123, Franklin County Registry, Parcel ID 041878.)
3. An unrecorded survey by Jackie Ray Thomason of Jack R. Thomason, PLS, dated 05/17/2023, revealed that a portion of a FENCE primarily located on Grantees' property encroaches onto Grantors' property by approximately .1'. The aforementioned survey is attached hereto and entitled "Exhibit A."
4. Grantees and Grantor have agreed that the encroachments are to remain in the present locations under the terms and conditions set forth herein.

AGREEMENT

THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantees, their heirs, successors and assigns, an easement to allow the encroaching portion of the existing FENCE to remain in its present location. The easement shall be over that portion of Grantor's property that is encroached by the FENCE as reflected in said survey and attached as Exhibit A hereto. This easement is granted upon the following terms and conditions:

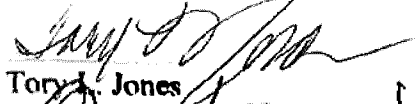
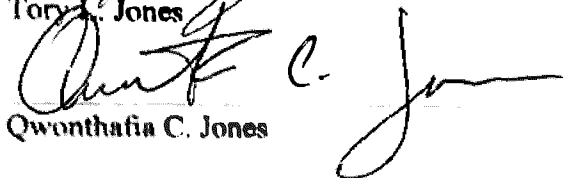
1. This easement is granted to allow the above referenced encroachment to remain in its present location. Grantees shall not erect any other improvement in the easement area and shall use the easement area only to allow the encroaching portions of the FENCE to remain in its present location.
2. If the encroaching portion of the FENCE is ever destroyed or substantially damaged, or if Grantees ever voluntarily replace or rebuild the FENCE, or any other similar improvement, Grantees shall replace or rebuild it entirely on Grantees' property, in which case this easement shall terminate as to the improvement replaced.
3. In the case of termination of easement as set forth above, Grantees agree to execute any documents acknowledging the partial or complete termination of this agreement.
4. This easement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

Grantees have executed this agreement for the purpose of agreeing to be bound by the provisions hereof. It is the express purpose of this agreement that Grantor will not lose possession, ownership or title to the encroached property through adverse possession as a result of the encroachment of Grantees' FENCE onto their property.

Signed and sealed as of the date first written above.

[Signature pages to follow]

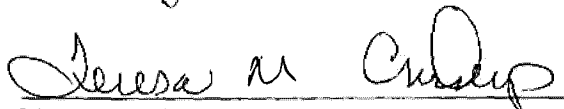
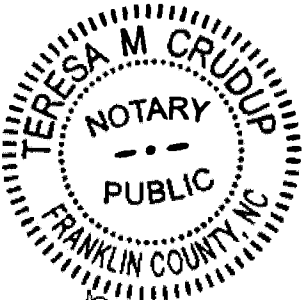
GRANTORS:


Tory L. Jones
Qwonthafia C. JonesSTATE OF North CarolinaCOUNTY OF Franklin

I, Teresa M. Crudup, a Notary Public of the aforesaid county and state, do hereby certify that Tory L. Jones did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 1st day of June, 2023.

(seal)


Notary Public

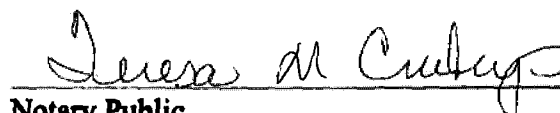
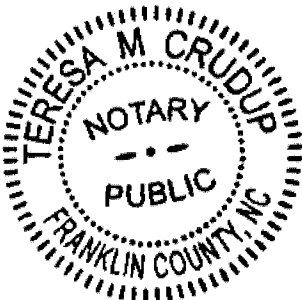
My commission expires: 9-24-23

STATE OF North CarolinaCOUNTY OF Franklin

I, Teresa M. Crudup, a Notary Public of the aforesaid county and state, do hereby certify that Qwonthafia C. Jones did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 1st day of June, 2023.

(seal)


Notary Public

My commission expires: 9-24-23

GRANTEE:

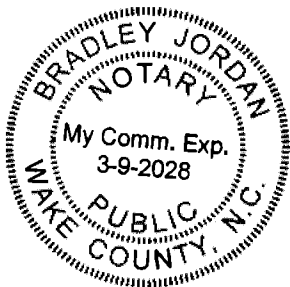
Taylor Jean Bjerk
Taylor Jean Bjerk

STATE OF NCCOUNTY OF Wake

I, Bradley Jordan, a Notary Public of the aforesaid county and state, do hereby certify that Taylor Jean Bjerk did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 26 day of June, 2023.

(seal)



Bradley Jordan
Notary Public

My commission expires: _____

Prepared by and return to: Brady Boyette PLLC, 1025 Dresser Court, Raleigh, NC 27609

STATE OF NORTH CAROLINA

COUNTY OF FRANKLIN

ENCROACHMENT AGREEMENT

This Agreement made this 1st day of June, 2023, by Taylor Jean Bjerk (hereinafter "Grantor") and Tory L. Jones and wife, Qwonthafia C. Jones (hereinafter "Grantees.")

STATEMENT OF FACTS

1. Grantor is the owner of the real property located at 120 Glen Oaks Drive, Youngsville 27596 (Lot 12, as shown on "Recombination Plat for Lot 11 and 12, Glen Oaks Subdivision, Phase 2" a copy of which is recorded in Book of Maps 2015, Page 123, Franklin County Registry, Parcel ID 041878.)
2. Grantees are the owners of the real property located at 110 Glen Oaks Drive, Youngsville 27596 (Lot 11, as shown on "Recombination Plat for Lot 11 and 12, Glen Oaks Subdivision, Phase 2" a copy of which is recorded in Book of Maps 2015, Page 123, Franklin County Registry, Parcel ID 041877.)
3. An unrecorded survey by Jackie Ray Thomason of Jack R. Thomason, PLS, dated 05/17/2023, revealed that a portion of a FENCE primarily located on Grantees' property encroaches onto Grantors' property by approximately .5'. The aforementioned survey is attached hereto and entitled "Exhibit A."
4. Grantees and Grantor have agreed that the encroachments are to remain in the present locations under the terms and conditions set forth herein.

AGREEMENT

THEREFORE, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantees, their heirs, successors and assigns, an easement to allow the encroaching portion of the existing FENCE to remain in its present location. The easement shall be over that portion of Grantor's property that is encroached by the FENCE as reflected in said survey and attached as Exhibit A hereto. This easement is granted upon the following terms and conditions:

1. This easement is granted to allow the above referenced encroachment to remain in its present location. Grantees shall not erect any other improvement in the easement area and shall use the easement area only to allow the encroaching portions of the FENCE to remain in its present location.
2. If the encroaching portion of the FENCE is ever destroyed or substantially damaged, or if Grantees ever voluntarily replace or rebuild the FENCE, or any other similar improvement, Grantees shall replace or rebuild it entirely on Grantees' property, in which case this easement shall terminate as to the improvement replaced.
3. In the case of termination of easement as set forth above, Grantees agree to execute any documents acknowledging the partial or complete termination of this agreement.
4. This easement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

Grantees have executed this agreement for the purpose of agreeing to be bound by the provisions hereof. It is the express purpose of this agreement that Grantor will not lose possession, ownership or title to the encroached property through adverse possession as a result of the encroachment of Grantees' FENCE onto their property.

Signed and sealed as of the date first written above.

[Signature pages to follow]

GRANTEES:

Tory L. Jones
Tory L. Jones

Qwonthafia C. Jones
Qwonthafia C. Jones

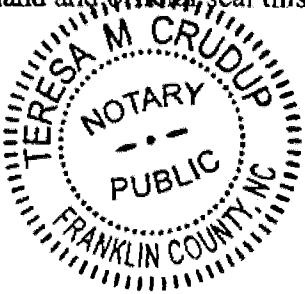
STATE OF North Carolina

COUNTY OF Franklin

I, Teresa M. Crudup, a Notary Public of the aforesaid county and state, do hereby certify that Tory L. Jones did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 1st day of June, 2023.

(seal)



Teresa M. Crudup
Notary Public

My commission expires: 9-24-23

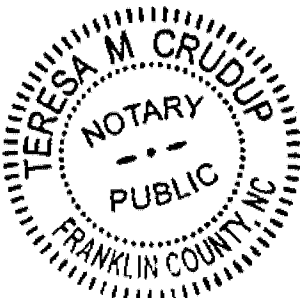
STATE OF North Carolina

COUNTY OF Franklin

I, Teresa M. Crudup, a Notary Public of the aforesaid county and state, do hereby certify that Qwonthafia C. Jones did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 1st day of June, 2023.

(seal)



Teresa M. Crudup
Notary Public

My commission expires: 9-24-23

GRANTOR:

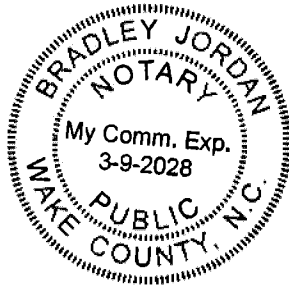
Taylor Jean Bjerk
Taylor Jean Bjerk

STATE OF NCCOUNTY OF Wake

I, Bradley Jordan, a Notary Public of the aforesaid county and state, do hereby certify that Taylor Jean Bjerk did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 26 day of June, 2023.

(seal)



Bradley Jordan
Notary Public
My commission expires: _____

EXHIBIT A

Book of maps 2215 Vol

Map 1000

Page 10

County

FRANKLIN

Block Lot 12 Subdivision

EIP-Extending Iron Pipe 40' New Iron Pipe

Scale 1"=40'

1

40'

80'



VICINITY MAP NOT TO SCALE

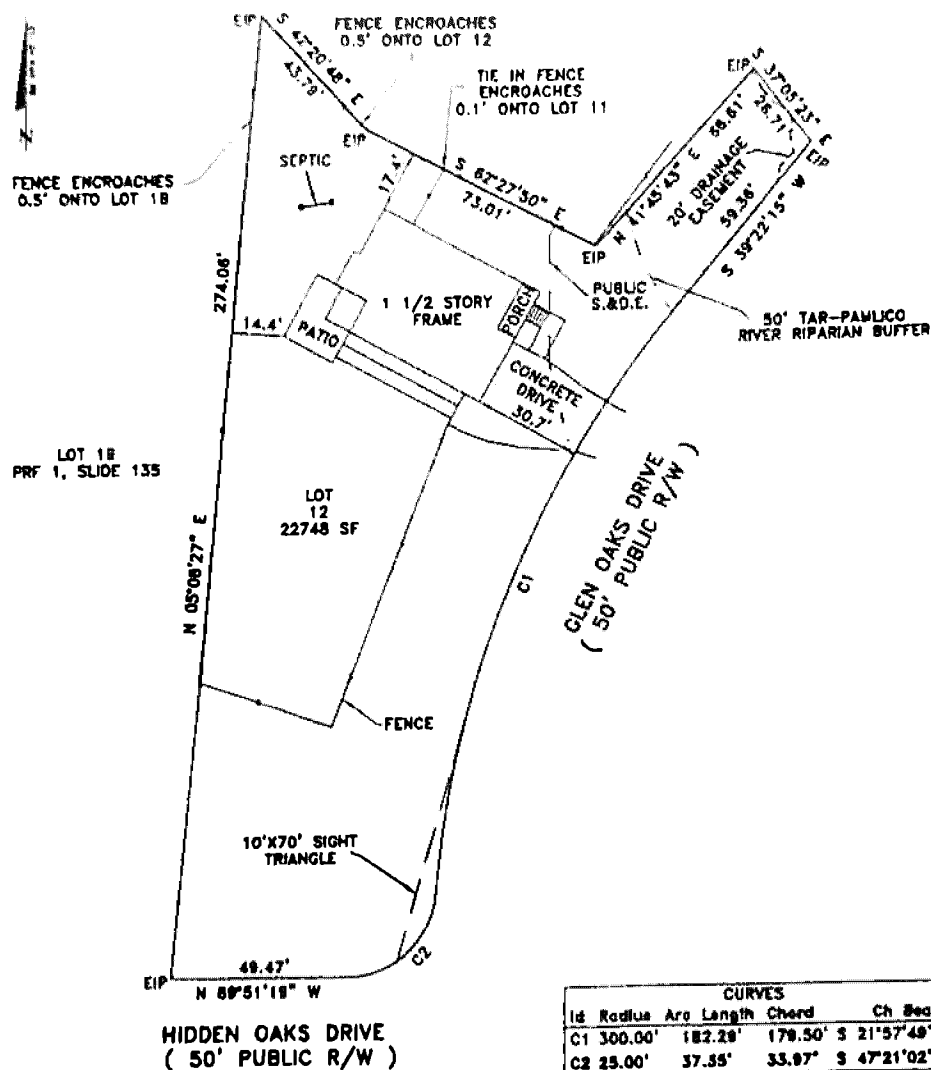
I certify that this map was made under my supervision from an original survey made under my supervision (see description recorded in Book 2215, page 10) or other reference source. That the boundaries and surveyed are indicated as drawn from information in Book 2215, page 10 or other reference source. That the map is a true and correct representation of the requirements of The Standards of Practice for Surveyors in North Carolina (21 NCAC 18.100) for the year 2023.

(21 NCAC 18.100)

MAY

2023

LOT 11



Drawn By JLT Surveyed By JLT Date 05-17-23 Dwg.# JB4591

PROPERTY OF:
TAYLOR JEAN BJERK
120 GLEN OAKS DRIVE
YOUNGSVILLE, NC 27596

JACK R. THOMASON, PLS
4969 US HWY 401 SOUTH
YOUNGSVILLE, NC 27596
PHONE: 919-556-3307

E-recording Report of Recorded Documents

Itemized Fee View

Prepared for: Gwynn, Edwards & Getter, PA (NCTPL4)

Cost center: NCTPL4

Report generated: 06/27/2023 09:34 AM MDT

Documents Recorded

NAME	TYPE	PG	ENTRY	RECORD DATE	SF	AMT	TOTAL	PROCESSED		
Franklin County, NC										
Jun 27, 2023										
2301379-Bjerk-ac/dm										
1_001	AGREEMENT	5	E 10076859 B 2338 P 910	06/27/2023 11:13 AM EDT	Submission Fee	4.75	Recording Fee	26.00	30.75	06/27/2023
						0.00	Portal Fee	2.00	2.00	06/27/2023
						0.00	No fee	0.00	0.00	06/27/2023
					4.75		28.00	32.75		
4154_001	AGREEMENT	5	E 10076860 B 2338 P 915	06/27/2023 11:13 AM EDT	Submission Fee	4.75	Recording Fee	26.00	30.75	06/27/2023
						0.00	Portal Fee	2.00	2.00	06/27/2023
						0.00	No fee	0.00	0.00	06/27/2023
					4.75		28.00	32.75		
					9.50		56.00	65.50		
Totals for Franklin County, NC					9.50		56.00	65.50		

Recording Fee Totals

COUNTY	RECORD DATE	SF	AMT	TOTAL
Franklin County, NC	06/27/2023	9.50	56.00	65.50
Totals for Franklin County, NC		9.50	56.00	65.50
Total of All Recording Fees		9.50	56.00	65.50

Document Count: 2

Package Count: 1

Questions Contact:

Simplifile Support 800.460.5657, option 3
5072 North 300 West
Provo, UT 84604