

Prepared By: Jonathan McCollum, Esq.

STATE OF NORTH CAROLINA
COUNTY OF FRANKLIN

SHED ENCROACHMENT AGREEMENT

This Shed Encroachment Easement Agreement, entered into this ____ day of July, 2022, by and between Randy Scott Clark and spouse Meagan Griffin Clark (hereinafter "the Clark's") and Adrienne S. Williams (hereinafter "Williams") all of Franklin County, North Carolina;

WITNESSETH

WHEREAS, the Clarks are the owners of Lot 37 of Cedar Creek West, Phase V, as depicted in Book of Maps 2003, Page 361 and Book of Maps 2003, Page 81, Franklin County Registry ("Lot 37 Cedar Creek West"); and

WHEREAS, Williams' is the owner of Lot 38 of Cedar Creek West, Phase V, as depicted in Book of Maps 2003, Page 361 and Book of Maps 2003, Page 81, Franklin County Registry ("Lot 38 Cedar Creek West"); and

WHEREAS, the Williams' Shed encroaches from Lot 38 Cedar Creek West onto Lot 37 Cedar Creek West as shown on a survey prepared by Jackie Ray Thomason, PLS dated 07/13/2022, a copy of which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, Williams' and the Clark's wish to enter into the Shed Encroachment Agreement to enhance the marketability of both properties as described herein and further agree and define the respective property rights and obligations related to the shed encroachment.

NOW THEREFORE, in consideration of the premises and the sum of \$1.00, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are mutually acknowledged by all parties, Williams' and the Clark's hereby agree as follows:

1. The encroaching portion of the Shed may remain in its present location at this time. The Clark's for themselves, their heirs, successors, and/ or assigns hereby covenants that they will neither remove nor require removal of the encroaching portion of the shed from its present location at the present time. However, should the Clarks or their heirs, successors, and/ or assigns ever desire to have the shed removed and the encroachment cured they may request that it be removed from Lot 37 Cedar Creek West, and Williams' hereby agrees for herself, her heirs, successors, and/ or assigns that she will timely remove the shed and cure the encroachment within thirty (30) calendar days from a request to do so and that the cost of such removal shall be borne by the owner's of Lot 38 Cedar Creek West. In the event said shed is removed or replaced Williams, her heirs, successors, and/ or assigns hereby covenant that said encroaching portion of the shed will be removed such that no portion of the shed will encroach onto Lot 37 Cedar Creek West. Upon such removal, it shall be the responsibility and obligation of Williams, her heirs, successors, and/ or assigns to return the portion of Lot 37 Cedar Creek West previously encroached upon to a condition substantially equivalent to the surrounding landscaping on that portion of Lot 37 Cedar Creek West.
2. Williams, her heirs, successors, and assigns will continue to provide for the upkeep and maintenance of the encroaching portion of the shed.
3. The Clark's, for themselves, their heirs, successors and/ or assigns hereby waive and relinquish any and all potential claims for adverse possession of the property enclosed by the encroaching portion of said shed.
4. Williams, for herself, her heirs, successors, and/ or assigns warrant that no more permanent structures of any kind (e.g. gates, mailboxes, etc.) will be erected on the encroached portion of the lot.
5. Williams, for herself, her heirs, successors, and/ or assigns hereby covenant that there will be no use made of the encroached portion for any purpose other than a shed.
6. This agreement shall in no way modify, alter, change, or affect any of the lot lines of the parties to this Agreement.
7. The terms of this Agreement shall run with the land, and be binding on the heirs, successors, and assigns of all parties to this Agreement.