

BK 2196 PG 1372 - 1376 (5) DOC# 10020603
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Fee: \$26.00 Tax: \$0.00
Franklin County, North Carolina
Brandi Smith Davis, Register of Deeds

Prepared By: Arnette Law Offices, PLLC
Return To: Arnette Law Offices, PLLC, 2500 Gateway Centre Blvd, Ste. 100, Morrisville, NC 27560

STATE OF NORTH CAROLINA

ENCROACHMENT EASEMENT

COUNTY OF FRANKLIN

This Agreement made this 18 day of Dec, 2019 by and between Charlene Stambaugh (hereinafter "Grantor") of Franklin County, North Carolina and Glenda H. Jessie a/k/a Glenda Horton (hereinafter "Grantee"), of Franklin County, North Carolina.

STATEMENT OF FACTS

1. Grantee is the owner of 687 Joe Denton Road, Louisburg, NC 27549 and better described in Deed Book 1604, Page 90, Franklin County Registry.
2. Grantor is the owner of the adjacent property located at 699 Joe Denton Road, Louisburg, NC 27549 and known as that 2.41 acre tract recorded in Map Book 2001, Page 133, Franklin County Registry.
3. An unrecorded survey by Residential Land Services, PLLC dated 12/9/2019, shows that a portion of a shed primarily located on Grantee's property encroaches onto Grantor's property according to the survey referenced above which is attached to this Encroachment Easement as Exhibit A.
4. Both parties have agreed that the encroachment is to remain in the present location under the terms and conditions set forth herein.

AGREEMENT

Therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee, their heirs, successors and assigns as owner of the property located at 699 Joe Denton Road, Louisburg, NC 27549, an easement to allow the encroaching portion of the existing shed to remain in its present location. The easement shall be over that portion of the Grantor's property that is encroached by the shed as reflected in said survey and attached as Exhibit A hereto. The easement is granted upon the following terms and conditions:

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

Both parties 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 neither party will lose possession, ownership or title to the encroached property through adverse possession as a result of the encroachment of the shed onto their property.

Signed and sealed as of the date first written above.

[SIGNATURES ON FOLLOWING PAGES]

Charlene Stambaugh
Charlene Stambaugh

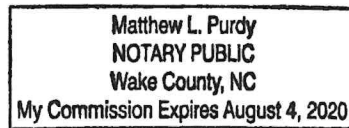
STATE OF NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, do hereby certify that Charlene Stambaugh personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 20 day of December, 2019.

Matthew L. Purdy
Notary Public
My Commission Expires: August 4, 2020



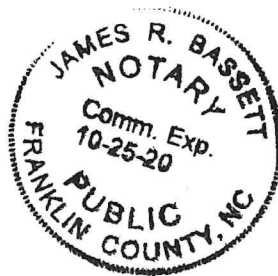
Glenda H. Horton
Glenda H. Jessie a/k/a Glenda Horton

STATE OF NORTH CAROLINA

COUNTY OF Franklin

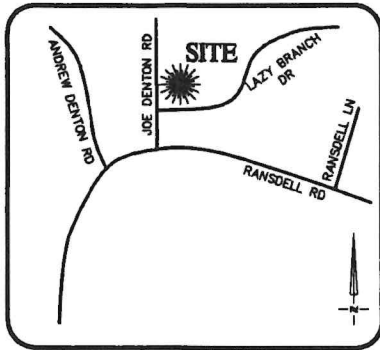
I, a Notary Public of the County and State aforesaid, do hereby certify that Glenda H. Jessie a/k/a Glenda Horton personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 18 day of Dec, 2019.



James R. Bassey
Notary Public
My Commission Expires: 10/25/20

THIS IS TO CERTIFY THAT ON THE 9th DAY OF DECEMBER 2019 AN ACTUAL SURVEY WAS DONE UNDER MY SUPERVISION OF THE PROPERTY SHOWN HEREON, THIS MAP IS NOT INTENDED TO MEET GS 47-30 RECORDING REQUIREMENTS.



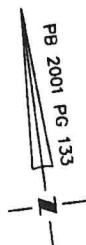
VICINITY MAP
Not To Scale

SIGNED

DEAN M. RHOADS, PLS (L-4679)

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINES
- CLOSURE EXCEEDS 1 INCH IN 10,000 FT.
- IPS ● - IRON PIN SET
- EIP ○ - EXISTING IRON PIPE
- CP ○ - COMPUTED POINT
- DB - DEED BOOK
- PB - BOOK OF MAPS/PLAT BOOK
- PG - PAGE
- #699 STREET ADDRESS



PB 2001 PG 133

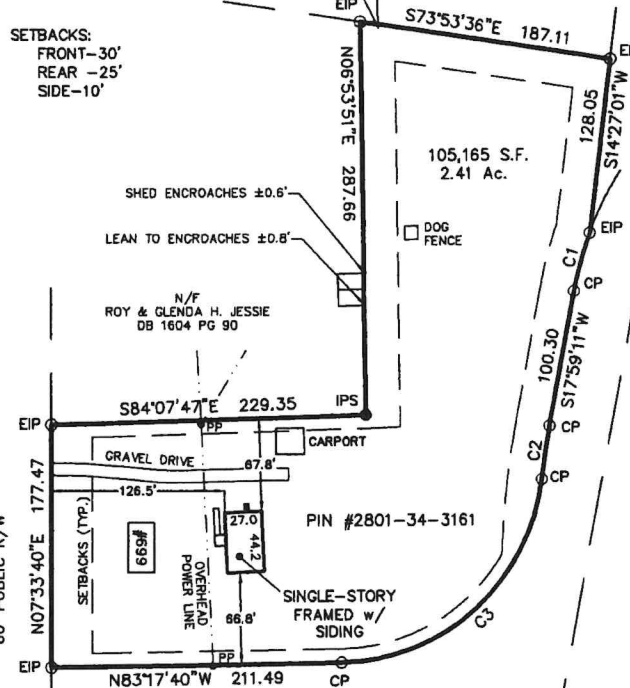
SETBACKS:
FRONT-30'
REAR -25'
SIDE-10'

CHAIN LINK FENCE ENCROACHES ±3.2'

N/F
AARON & LINDA P. HASH, HEIRS
DB 1105 PG 1067
PB 98 PG 187

N/F
MATTHEW A. & LISA M.
BARNHART
DB 2149 PG 224
PB 1998 PG 104

JOE DENTON ROAD
60' PUBLIC R/W



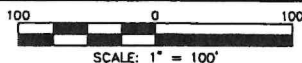
LAZY BRANCH DRIVE
45' PRIVATE ROAD

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	252.50	44.29	44.23	S22°57'40"W
C2	653.24	39.56	39.55	S16°12'06"W
C3	151.66	217.68	199.47	S55°35'10"W

NOTES:

- ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES
- AREAS COMPUTED BY COORDINATE METHOD
- PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD
- NO HORIZONTAL CONTROL FOUND WITHIN 2000 FEET OF SURVEY
- BOUNDARY PREDICATED ON EXISTING MONUMENTATION FOUND IN THE FIELD

- THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD OR IMPLIED



**RESIDENTIAL
LAND SERVICES, PLLC.**

1917 Evans Road
Cary, North Carolina 27513
Phone (919) 378-9316
Firm License # P-0873

PHYSICAL SURVEY

FOR
#699 JOE DENTON ROAD
PIN #2801-34-3161

Harris Township, Franklin County, North Carolina

PROPERTY OF: ERNESTO CHAVEZ SECUNDINO

MAP BOOK 2001 PAGE 133 DEED REFERENCE 2190 PAGE 1110

DRAWN BY: SJR

DATE: DECEMBER 9, 2019

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

EXHIBIT A