

BK015011PG01708

WAKE COUNTY, NC 524
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
11/09/2012 AT 16:26:23

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Return To Malulu Harris (Not 178)

NORTH CAROLINA
WAKE COUNTY

AGREEMENT FOR FENCE ENCROACHMENT

This Agreement, made this 9 day of November, 2012, by and between Susan B. Wilkinson and spouse, Kevin M. Wilkinson, party of the first part; and Charles Edward Lawless, Jr. and spouse, Pamela Jean Lawless, party of the second part; all of Wake County, North Carolina;

WITNESSETH:

THAT WHEREAS, said party of the first part owns a certain parcel or tract of land lying in Wake County, North Carolina, more particularly described as Lot 665 of Heritage Wake Forest, Phase IV, Section 11, as shown in Book of Maps 2005, Page 709, Wake County Registry, and located at 1017 Heritage Greens Drive, Wake Forest, NC 27587;

AND WHEREAS, said party of the second part owns, or is purchasing, a certain parcel or tract of land lying in Wake County, North Carolina, adjoining the said land of party of the first part, more particularly described as Lot 669 of Heritage Wake Forest, Phase IV, Section 11, as shown in Book of Maps 2008, Page 1108, Wake County Registry, and located at 1013 Heritage Greens Drive, Wake Forest, NC 27587;

AND WHEREAS, the fence owned by party of the second part encroaches approximately 0.5 foot/feet over the common property line of the parties and onto the property of party of the first part, and party of the second part does not claim title to the property between the said common boundary line and the fence and has requested permission from party of the first part to allow the encroachment to continue, and party of the first part has agreed to grant such permission;

NOW, THEREFORE, said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto said party of the second part, his heirs successors and assigns, the right to encroach at the points where the fence encroaches onto the property of party of the first part, and to go upon so much of said lands of party of the first part as is reasonably necessary for the purpose of inspecting, maintaining and repairing said fence. This agreement shall run with the land and is

binding upon the party of the first part, their heirs, successors and assigns, until the fence is permanently removed or relocated so as to no longer encroach onto the property of the party of the first part. Repairing and/or replacing the fence do not constitute a removal or relocation of the fence and is specifically permitted.

TO HAVE AND TO HOLD said right to encroach to the said party of the second part, his heirs, successors and assigns.

IN TESTIMONY WHEREOF, the party of the first part has hereto set their hands and seals, as of the day and year first above-written.

Susan B. Wilkinson *Susan B. Wilkinson*
(SEAL)
Print Name: Susan B. Wilkinson

Kevin M. Wilkinson *Kevin M. Wilkinson*
(SEAL)
Print Name: Kevin M. Wilkinson

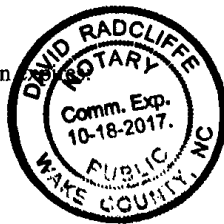
NORTH CAROLINA

COUNTY OF Wake

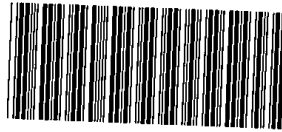
I, a Notary Public of the County and State aforesaid, certify that **Susan B. Wilkinson** and **Kevin M. Wilkinson** personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 9 day of November, 2012.

My Commission

(SEAL)



David Radcliffe
Print Name: *David Radcliffe*



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Wake County Register of Deeds
Laura M. Riddick
Register of Deeds

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