

Prepared by and Return to: Ryan D. Shoaf, Esq., The Shoaf Law Firm, P.A., 8414 Falls of Neuse Road,
Suite 104, Raleigh, NC 27615

ENCROACHMENT AGREEMENT AND EASEMENT

STATE OF NORTH CAROLINA

COUNTY OF WAKE

THIS ENCROACHMENT AGREEMENT AND EASEMENT (hereinafter referred to as "Agreement") is made and entered into this the 30 day of June, 2022 by and between **T.G.F., Inc., a North Carolina Corporation d/b/a Wildwood Green Golf Club**, (hereinafter referred to as "Grantor") and **Patrick M. Giggey and spouse, Claudel P. Giggey**, (hereinafter referred to as "Grantee");

WITNESSETH

WHEREAS, Grantor is the owner of that certain land commonly known as Wildwood Green Golf Club, located in Wake County, North Carolina and acquired by Grantor by that certain deed recorded in Deed Book 3907 at Page 707 in the Office of the Register of Deeds of Wake County; said land being "Eaglemere Property (Golf Course)", as shown on a plat recorded in Book of Maps 1986, Page 623 of said Registry (hereinafter referred to as "Grantor's Land"); and,

WHEREAS, Grantee is the owner of that certain land commonly known as 9017 Wildwood Links, Raleigh, NC 27613, located in Wake County, North Carolina and acquired by Grantee by that certain deed recorded in Deed Book 17701 at Page 1549 in the Office of the Register of Deeds of Wake County; said land being Lot 163 of Wildwood Green Subdivision, Phase III, as shown on a plat recorded in Book of Maps 1988, Page 826 of said Registry (hereinafter referred to as "Grantee's Land"); and,

WHEREAS, a survey of the Grantee's Land prepared by Jeffrey H. Davis of Turning Point Surveying PLLC (N.C. Professional Land Surveyor No. L-3463), dated June 13, 2022, and attached hereto as Exhibit A, discloses an encroachment of the fence owned by Grantee onto Grantor's Land (the "Fence");

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee an encroachment license for the Fence to remain so situated in its existing location subject to the terms and conditions of this Agreement. Grantee, at its expense, shall maintain the Fence in good condition and repair and shall indemnify and hold harmless Grantor from any liability resulting from the existence and use of the Fence by Grantee or their agents or invitees. The granting of this license shall further include the right of Grantee to enter upon the Grantor's Land to the extent reasonably necessary to maintain the Fence. In the event the Fence, in Grantor's sole discretion, falls into a state of disrepair, Grantor may elect to remove the Fence at Grantee's expense. Upon such

submitted electronically by "SHOAF LAW FIRM PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

removal, this Agreement shall automatically and immediately be terminated and the parties hereto shall have no further rights, obligations or liabilities hereunder.

In the event that the Fence falls into a state of disrepair and is replaced, Grantee shall be responsible for the cost such replacement. If Grantee desires to remove and replace the Fence, Grantor expressly grants a license to Grantee to enter Grantor's Land to remove the same, upon the express condition that Grantee shall, upon replacement, move the placement of the Fence onto Grantee's Land, and restore Grantor's Land by filling in any holes or other damage by the removal of same. Upon such removal, this Agreement shall automatically and immediately be terminated and the parties hereto shall have no further rights, obligations or liabilities hereunder.

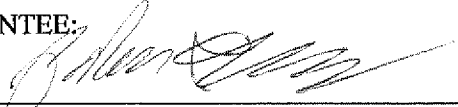
The parties agree to the recording of this agreement in the Wake County Register of Deeds against the Grantor's Land and Grantee's Land in order to memorialize of record the understanding between the parties. Upon removal of the Fence, the parties agree to record a Termination of Encroachment Agreement against the Grantor's Land and the Grantee's Land to remove this agreement of record, and the expense of such termination shall be solely upon the Grantee. For clarification, the failure of a Termination of Encroachment Agreement to be recorded shall not be a condition to the automatic termination of this Agreement upon the removal of the Fence.

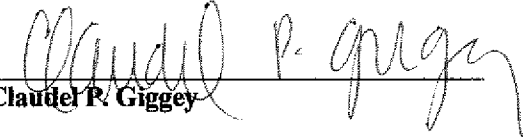
The granting of this encroachment license is not intended to be, nor shall it be construed to be, a conveyance in fee of any part of the Grantor's Land, but only of a license for the limited purposes described in this Agreement. Grantee acknowledges, except as otherwise expressly set forth in this Agreement, that they have no interest or title of any kind in the Grantor's Land.

The parties hereto hereby agree that this Agreement shall run with the Grantor's Land and the Grantee's Land and shall inure to the benefit of their heirs, successors and or assigns.

[DATE, SIGNATURE AND NOTARY ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

GRANTEE:
By: 
Patrick M. Giggey

By: 
Claudel P. Giggey

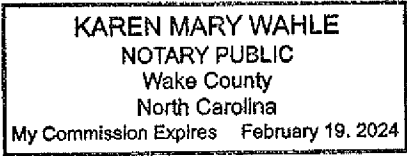
North Carolina, Wake County

I, Karen Wahle, a Notary Public of Wake County, North Carolina, certify that **Patrick M. Giggey** and **Claudel P. Giggey** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 30 day of June, 2022.


Notary Public
Printed Name: Karen Wahle

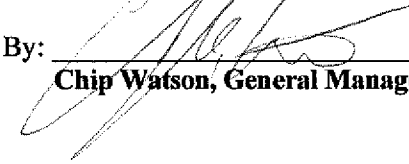
My Commission Expires: 2-19-24



IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

GRANTOR:

**T.G.F., Inc., a North Carolina Corporation
d/b/a Wildwood Green Golf Club**

By: 
Chip Watson, General Manager

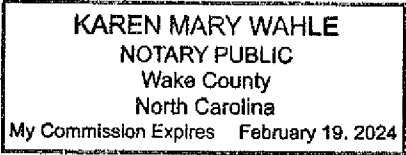
North Carolina, Wake County

I, Karen Wahle, a Notary Public of Wake County, North Carolina, certify that **Chip Watson** personally appeared before me and acknowledged that he is the **General Manager of T.G.F., Inc., a North Carolina Corporation d/b/a Wildwood Green Golf Club** and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this the 30 day of June, 2022.


Notary Public
Printed Name: Karen Wahle

My Commission Expires: 2-19-24



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

