

Prepared by and return to: Gene Davis Law, PLLC, 3739 National Drive, Suite 105, Raleigh, N.C. 27612

STATE OF NORTH CAROLINA

COUNTY OF WAKE

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") by and among JACOB MATTHEW HAYES and JAIME FUNDERBURK HAYES, spouses, residents of Wake County, North Carolina, parties of the first part (collectively referred to herein as "Hayes"), and RICHARD N. STAPLES, a resident of Wake County, North Carolina, party of the second part (referred to herein as "Staples").

WITNESSETH:

THAT WHEREAS, Hayes are the owners of Lot 46 of BELMONT ESTATES Subdivision, as shown on map recorded in Book of Maps 1990, Page 186, Wake County Registry (the "Hayes' Property"); and

WHEREAS, Staples is the owner of Lot 45 of BELMONT ESTATES Subdivision, as shown on map recorded in Book of Maps 1990, Page 186, Wake County Registry (the "Staples' Property"); and

WHEREAS, a survey by John Y. Phelps, Jr., Professional Land Surveyor, dated November 3, 2022, reflects that a shed and gravel driveway of the Staples' Property encroaches upon the Hayes' Property by as much as approximately 11.64 feet; and

WHEREAS, the Staples' shed that is encroaching on the Hayes' Property is not on a foundation; and

WHEREAS, Staples acknowledges that Hayes are the owners of the Hayes' Property, and Hayes expressly permit and allow Staples to use a portion of the Hayes' Property for the shed and gravel driveway of the Staples' Property that is encroaching on the Hayes' Property; and

WHEREAS, if the shed is ever destroyed or demolished and a new shed replaces it, then the permission to encroach shall be terminated; and

WHEREAS, if Hayes ever ask Staples in writing to remove the portion of the shed and gravel driveway that encroaches, then Staples agrees to do so within ninety (90) days of receipt of written notice from the Hayes; and

WHEREAS, the parties hereto wish to reduce their agreement to writing;

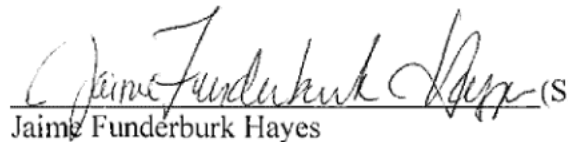
NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereto, the parties agree as follows:

1. The parties acknowledge that the Staples' shed and gravel driveway encroach on the Hayes' Property by as much as approximately 11.64 feet (the "Encroachment"). It is understood and agreed that any use of the Encroachment for a portion of the shed and gravel driveway by Staples, his heirs, successors, and/or assigns is permitted by Hayes, their heirs, successors, and/or assigns; such permission does not entitle Staples to any ownership interest in or to the Encroachment or any portion of the Hayes' Property. Further, Staples agrees for himself, his heirs, successors, and/or assigns, that if the shed is ever destroyed or demolished and a new shed replaces it, then this Encroachment Agreement is terminated; and the shed and gravel driveway shall be relocated such that the shed and gravel driveway do not encroach on the Hayes' Property, and the Hayes' Property shall be returned to the same condition that existed prior to the addition of said shed and gravel driveway as if said shed and gravel driveway were never there. Further, Staples agrees for himself, his heirs, successors, and/or assigns, that if Hayes, their heirs, successors, and/or assigns, ever desire to have the Encroachment removed, then Hayes, their heirs, successors, and/or assigns shall advise Staples, his heirs, successors, and/or assigns, in writing of a request to remove the encroaching portion of the shed and the encroaching portion of the gravel driveway, and Staples, his heirs, successors, and/or assigns shall do so within ninety (90) calendar days of the request, in a timely and workmanlike manner and will be responsible for all costs incurred in such removal.

2. This Agreement shall be binding upon the parties hereto, their heirs, successors, and/or assigns, subject to the terms and conditions set forth herein, and this Agreement is recorded at the Wake County Register of Deeds and shall be a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this document by signing their names hereto and adopting as their seals the typewritten word "SEAL" appearing beside their names, all the day and year first above written.

 (SEAL)
Jacob Matthew Hayes

 (SEAL)
Jaime Funderburk Hayes

NORTH CAROLINA
WAKE COUNTY

I, Barbara S. Reinhardt, a Notary Public in and for the County of Wake and State of North Carolina, hereby certify that Jacob Matthew Hayes and Jaime Funderburk Hayes personally appeared before me, and acknowledged the execution of the foregoing Agreement for the purposes therein contained.

WITNESS, my hand and notarial seal, this 9th day of November, 2022.


NOTARY PUBLIC

My commission expires: 9/29/23

9/29/23



(Notarial Stamp or Seal)

Richard N. Staples (SEAL)
Richard N. Staples

NORTH CAROLINA
WAKE COUNTY

I, Courtney D. Caves, a Notary Public in and for the County of
Wake and State of North Carolina, hereby certify that Richard N. Staples
personally appeared before me, and acknowledged the execution of the foregoing Agreement for the
purposes therein contained.

WITNESS, my hand and notarial seal, this 8th day of November, 2022.

Courtney D. Caves
NOTARY PUBLIC

My commission expires:

Dec. 3, 2023

(Notarial Stamp or Seal)

Courtney D. Caves
Notary Public
Wake County, NC