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Franklin County, North Carolina
Brandi Smith Brinson, Register of Deeds

Prepared by & return to:
James A. Oliver
Hatch, Little & Bunn, LLP
2626 Glenwood Ave, Ste 550
Raleigh, NC 27608

Encroachment Agreement

THIS AGREEMENT dated as of October 30, 2024 between **Gordon Thomas Gay and spouse Cheryl P. Gay** (the "Licensor") and **Jackie P. Williams** (the "Licensee"):

WHEREAS, the Licensor is the owner of the property described in Deed Book 2140, Page 414 of the Franklin County Registry, Parcel ID # 041374 (the "Licensor's Property"); and

WHEREAS the Licensee is (or will be) the owner of the property located at 2 Thomas Gay Road, Spring Hope, North Carolina, Parcel ID # 014930 (the "Licensor's Property"); and

WHEREAS the Licensee wishes to obtain the right to encroach upon the Licensor's property specifically for the purpose(s) set out below; and

WHEREAS the Licensor is prepared to permit such encroachment, strictly in accordance with the terms and conditions hereof;

NOW THEREFORE in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Licensor hereby licenses and permits the Licensee to encroach upon Licensor's Property by allowing Licensee's septic field that currently extends from Licensee's southern property line up to but no more than ten (10) feet into and across Licensor's norther property line (the "Encroachment") to continue to remain in its current location and be utilized by Licensee, their heirs and assigns.

Submitted electronically by "Hatch Little and Bunn LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Franklin County Register of Deeds.

2. The Licensee shall not acquire any right, title, or interest in or to the Licensor's Property or the portion thereof affected by the Encroachment, except the right to maintain the Encroachment in accordance with the terms and conditions of this Agreement.
3. The Licensee hereby agrees to maintain the Septic Field in good repair and will not extend the Septic Field further into the existing Encroachment.
4. This Agreement shall run with Licensee's and Licensor's Property and shall be binding upon the heirs, executors, successors of the Licensee and Licensor.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

Licensor:

Gordon Thomas Gay

Cheryl P. Gay

Cheryl P. Gay

Licensee:

Jackie P. Williams

NORTH CAROLINA
Wake COUNTY

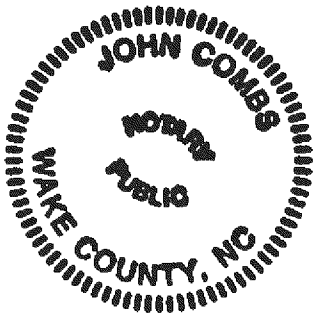
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Gordon Thomas Gay and spouse Cheryl P. Gay**

Date: October 23, 2024

Official Signature of Notary

John Combs
Printed Name of Notary Public

My Commission expires: S.C. 7/6 7/4/2028



2. The Licensee shall not acquire any right, title, or interest in or to the Licensor's Property or the portion thereof affected by the Encroachment, except the right to maintain the Encroachment in accordance with the terms and conditions of this Agreement.
3. The Licensee hereby agrees to maintain the Septic Field in good repair and will not extend the Septic Field further into the existing Encroachment.
4. This Agreement shall run with Licensee's and Licensor's Property and shall be binding upon the heirs, executors, successors of the Licensee and Licensor.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

Licensor:

_____
Gordon Thomas Gay

_____
Cheryl P. Gay

Licensee:

Jackie P Williams
Jackie P. Williams

NORTH CAROLINA
Wake COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Jackie P. Williams**

Date: October 23, 2024

Official Signature of Notary

Jennifer L Briley
Printed Name of Notary Public

My Commission expires: Aug 30 2025

Jennifer L. Briley
NOTARY PUBLIC
Wake County, NC
My Commission Expires August 30, 2025