

Prepared by and return to:

P. Ryan Lockamy, Attorney at Law
3130 Hope Valley Road, Durham, NC 27707

BOUNDARY ENCROACHMENT AGREEMENT

THIS BOUNDARY ENCROACHMENT AGREEMENT, is made and entered into this 26th day of August, 2018, by and between **BRIAN C. MITCHELL AND PUJA C. MITCHELL** (hereinafter referred to as Grantor), and **WD ONE LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY** (hereinafter referred to as Grantee).

WITNESSETH

THAT WHEREAS, Grantor is the owner of a tract of land, and improvements thereon, located in Durham County, North Carolina, known as **BEING all of Lot 1, Block 13 of the resurvey of the HESTER SUBDIVISION, as per plat and survey thereof now on file in Plat Book 5B, Page 137, Durham County Registry said property having PIN # 0822-10-25-9701** and

WHEREAS, Grantee owns an adjacent tract of land known as **BEGINNING at a stake in the North side of Woodrow Street, said stake being North 84° 30' West 138.3 feet from the West side of Maryland Avenue, and running thence North 5° 30' East 150 feet to a stake; thence North 84° 30' West 50 feet to a stake; thence South 5° 30' West 150 feet to a stake in the North line of Woodrow Street; thence along and with said North line of said Woodrow Street South 84° 30' East 50 feet to the place of beginning, as shown on Map of Re-survey of Hester Subdivision, as per survey and map of S.M. Credle, Engineer, October 11, 1923, copy of said map being on file in the office of the Register of Deeds of Durham County in Plat Book 5B, page 137, to which reference is hereby made for a more particular description of said property. Said lot being #4 in Block 13 as shown on said map, said property having a PIN# 0822-10-25-8717** and

WHEREAS, Grantee is desirous of obtaining and Grantor has agreed to allow Grantee the use of a portion of Grantor's property whereby a portion of Grantee's concrete driveway encroaches upon Grantor's property as shown on a survey of Grantee's property, prepared by

John C. Atkins P.L.S dated August 10, 2018, a copy of which is attached hereto as Exhibit A, for reference only;

NOW THEREFORE, Grantor and Grantee do hereby agree as to the following:

1. Grantee's concrete driveway does encroach onto Grantor's property.
2. Grantee hereby disclaims any title or interest in any portion of the Grantor's Property by reason of said encroachment, and the parties agree that the common boundary shown on the Survey represents the true boundary between the properties.
3. Grantor will allow Grantee to use the portion of property where the concrete driveway encroaches upon Grantor's property. Said use shall include the rights of ingress and egress across the Grantor's property as it rest inside the concrete area.
4. Grantee hereby agrees that Grantee, Grantee's heirs, successors and assigns, shall be responsible for all maintenance of the encroaching improvements, and shall hold Grantor harmless for loss or damage to themselves, any licensees or invitees, or to the encroaching improvements caused during the ordinary course of usage.
5. If Grantee completes major repair or replaces the concrete driveway, Grantee agrees:
 - a. to relocate the concrete driveway in a manner that eliminates the encroachment, and
 - b. to return Grantor's property to a reasonable condition.
6. Grantor reserves the right to terminate this agreement upon the transfer of title or ownership of Grantor's property. In the event Grantor does not exercise the right to terminate this Agreement is binding on the parties, their agents, successors and assigns in title to their interest in the contested property.

IN TESTIMONY hereof, the parties hereto have agreed to the conditions herein, the day and year first above written.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES FOLLOW**

GRANTORS SIGNATURE PAGE

This the 26 day of August, 2018.

[Signature] (SEAL)
BRIAN C. MITCHELL

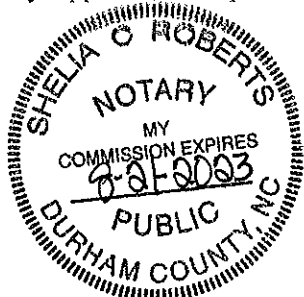
STATE OF N.C.

Durham COUNTY

I, Shelia C. Roberts, a Notary Public, do hereby certify BRIAN C. MITCHELL personally appeared before me this day and duly acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal, this the 26 day of August, 2018.

Notary Appointment expires: 8-21-2023



Shelia C. Roberts
Notary Public

[Signature] (SEAL)
PUJA C. MITCHELL

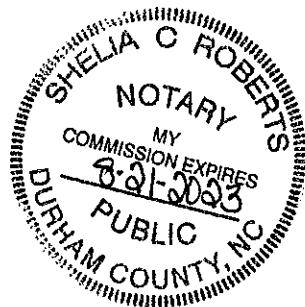
STATE OF N.C.

Durham COUNTY

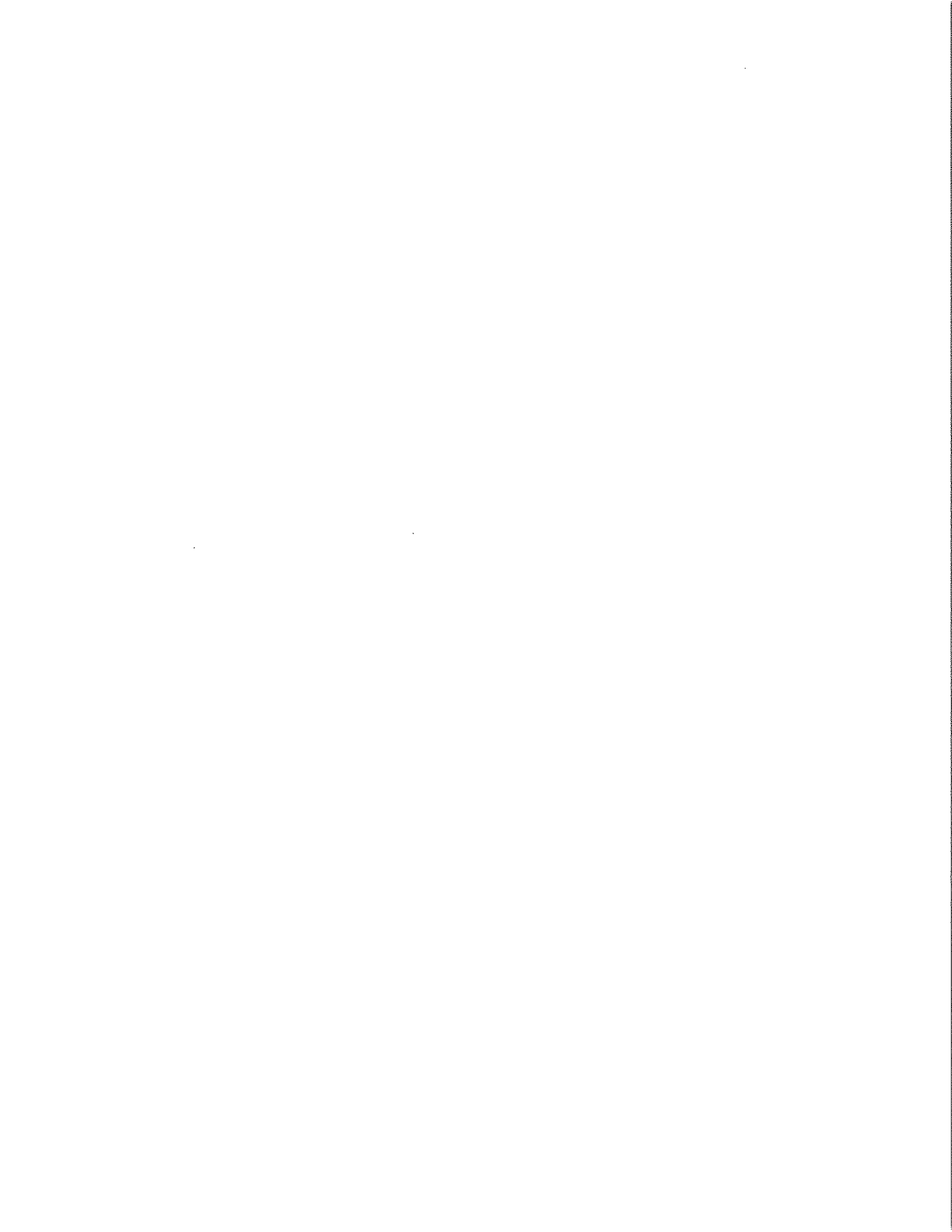
I, Shelia C. Roberts, a Notary Public, do hereby certify PUJA C. MITCHELL personally appeared before me this day and duly acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal, this the 26 day of August, 2018.

Notary Appointment expires: 8-21-2023



Shelia C. Roberts
Notary Public



GRANTEE'S SIGNATURE PAGE

This the ____ day of _____, 2018.

_____(SEAL)

_____(Name and Title)

WD One, LLC

STATE OF _____

_____ COUNTY

I, _____, a Notary Public, do hereby certify
_____ **(name of principal)** personally
appeared before me this day and duly acknowledged the due execution of the foregoing Agreement.

WITNESS my hand and notarial seal, this the ____ day of _____, 2018.

Notary Appointment expires:

Notary Public

Lockamy Law Firm, P.A.

ATTORNEYS AT LAW

3130 HOPE VALLEY ROAD
DURHAM, NORTH CAROLINA 27707

C. SCOTT HOLMES†

P. RYAN LOCKAMY
ryan@lockamylaw.com

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†Of Counsel

PRL

August 23, 2018

RE: 2006 Woodrow Street, Durham, NC 27705

FOR PROFESSIONAL SERVICES:

Encroachment preparation	\$150.00
Recording Fee	\$ 31.00

TOTAL BALANCE DUE.....\$181.00

****THANK YOU****