Prepared by:

#### NORTH CAROLINA

#### \_\_\_\_\_\_\_ COUNTY

**FENCE ENCROACHMENT EASEMENT AGREEMENT**

This Fence Encroachment Easement Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_ (hereinafter "\_\_\_\_\_\_\_") and \_\_\_\_\_\_\_\_\_\_ (hereinafter "\_\_\_\_\_\_\_\_\_"), all of \_\_\_\_\_\_\_\_\_\_ County, North Carolina;

WITNESSETH:

WHEREAS, \_\_\_\_\_\_\_\_ is the owner of Lot \_\_\_\_\_, \_\_\_\_\_\_\_\_Subdivision, as shown on a map recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_\_ County Registry ("Lot \_\_\_"); and

WHEREAS, \_\_\_\_\_\_\_\_\_\_\_\_ is/are the owner(s) of Lot \_\_\_, \_\_\_\_\_\_\_\_\_Subdivision, as shown on a map recorded in Plat Book \_\_\_\_, Page \_\_\_\_, \_\_\_\_\_ County Registry ("Lot \_\_"); and

WHEREAS, \_\_\_\_\_\_\_\_'s fence encroaches from Lot \_\_\_ onto Lot \_\_\_ as shown on a survey prepared by \_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_, a copy of which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, \_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_ wish to enter into this Fence Encroachment Easement Agreement to enhance the marketability of both properties as described herein and further agree and define the respective property rights and obligations relation to the fence encroachment.

NOW, THEREFORE, in consideration of the premises and the sum of $10.00, and other valuable consideration, the receipt, sufficiency and adequacy of which are mutually acknowledged by all parties, \_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_ hereby agree as follows:

1. The encroaching portion of the fence may remain in its present location. The \_\_\_\_\_\_\_\_\_\_ for themselves, their heirs, successors and assigns hereby covenants that they will neither remove nor require the removal of the encroaching portion of the fence from its present location. However, in the event said fence is removed or replaced \_\_\_\_\_\_\_\_\_\_, their heirs, successors and assigns hereby covenant that said encroaching portion of fence will be removed such that no portion of the fence will encroach onto Lot \_\_\_\_. Upon such removal, it shall be the responsibility and obligation of \_\_\_\_\_\_\_\_\_, their heirs, successors or assigns to return the portion of Lot \_\_\_ previously encroached upon to a condition substantially equivalent to the surrounding landscaping on that portion of Lot \_\_\_.

1. \_\_\_\_\_\_\_\_\_\_, their heirs, successors and assigns will continue to provide for the upkeep and maintenance of the encroaching portion of the fence.
2. \_\_\_\_\_\_\_\_\_\_, for themselves, their heirs, successors and assigns hereby waive and relinquish any and all potential claims for adverse possession of the property enclosed by the encroaching portion of said fence.
3. \_\_\_\_\_\_\_\_\_\_, for themselves, their heirs, successors and assigns warrant that no permanent structures of any kind (e.g. gates, mailboxes, etc.) will be erected on the encroached portion of the lot.
4. \_\_\_\_\_\_\_\_\_\_, for themselves, their heirs, successors and assigns hereby covenant that there will be no use made of the encroached portion for any purpose other that a fence.
5. This Agreement shall in no way modify, alter, change or affect any of the lot line of the parties to this Agreement.
6. The terms of this Agreement shall run with the land, and be binding on the heirs, successors, and assigns of all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

(SEAL)

Print/Type Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL)

Print/Type Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL)

Print/Type Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL)

Print/Type Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| State of  County of  I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:    [insert name(s) of principal(s)].  Date:  Notary Public  Notary’s Printed or Typed Name  My Commission Expires: | (Official/Notarial Seal) |

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| --- | --- |
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