Type: CONSOLIDATED REAL PROPERTY
Recorded: 10/28/2016 4:26:49 PM
Fee Amt: $26.00 Page 1 of 4
Revenue Tax: $0.00
Iredell County, NC
Ronald N. Wyatt Register of Deeds

BK 2454 PG 1654 - 1657

PREPARED BY AND RETURN TO:
Thomas & Godley, PLLC
514 Williamson Road, Ste 421
Mooresville, NC 28117

JOINT EASEMENT AGREEMENT FOR ENCROACHMENTS

North Carolina
Iredell County

THIS EASEMENT AGREEMENT granted 19 day of July, 2016 by **Bobby G. Foy** and **Phyllis C. Foy** (the "Foys"), to **Marsha B. Talton** ("Talton").

WITNESSETH:

WHEREAS, the Foys are the owners of a certain parcel or tract of land located in Iredell County, the same being all of Lot 106 as platted in Plat Book 14, Page 101 conveyed to the Foys by deed recorded in Book 783 Page 795 all documents being recorded in the office of the Register of Deeds of Iredell County, reference to which deed is made for greater certainty of description; and

WHEREAS, Talton is the owner of a certain adjacent parcel or tract of Land located in Iredell County the same being all of Lot 105 as platted in Plat Book 14, Page 101 conveyed to Talton by deed recorded in Book 682 Page 650 all documents being recorded in the office of the Register of Deeds of Iredell County, reference to which deed is made for greater certainty of description; and

WHEREAS, it has been determined that a portion of two buildings servicing Talton's property encroaches onto Foy' property (the "Talton's Encroachment") as indicated on that survey dated October 5, 2016 by Robert J. Dedmon, PLS attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, it has been determined that a portion of an asphalt boat ramp servicing Foy's property encroaches over onto Talton's property, (the "Foys' Encroachment") as shown on Exhibit A, both encroachments collectively referred to at (the "Encroachments"); and

WHEREAS, Talton and the Foys have agreed that the Encroachments are to remain in their present location under the terms and conditions set forth herein; and

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WHEREAS, the parties therefore desire to grant each other easements across their respective properties on which the Encroachments are presently located (collectively the "Easements").

NOW THEREFORE, for the mutual benefits contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby grants and convey to one another, their heirs, successors and assigns an easement to allow the Encroachments to remain in their present location. The Easements are granted upon the following terms and conditions:

1. The Easements are granted to allow the Encroachments to remain in their present location. The parties shall not erect any other improvements in the easement areas and shall use the easement areas only to allow the existing Encroachments to remain in their present location.

2. Talton's Encroachment shall be maintained by Talton, her heirs, successor and assigns at their sole expense and in such a manner to avoid any damage or detriment to Foy's property.

3. The Foys' Encroachment shall be maintained by the Foys, their heirs, successor and assigns at their sole expense and in such a manner to avoid any damage or detriment to Talton's property.

4. The parties shall have the limited access to the others property for the sole purpose of maintaining the Encroachments as described herein.

5. The Easements shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns, it being agreed that the rights and easements hereby granted are appurtenant to and is to run with the lands of the parties.

It is the express purpose of this agreement that the parties will not lose possession, ownership or title to their encroached property through adverse possession as a result of the Encroachments.

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

(Signatures to Follow)

Foys:

Bobby G. Foy (SEAL) Phyllis C. Foy (SEAL)

Bobby G. Foy **Phyllis C. Foy**

NORTH CAROLINA
Iredell COUNTY

I, B. Danielle Smith, a Notary Public of the County and State aforesaid, certify that **Bobby G. Foy** and **Phyllis C. Foy**, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 19 day of October, 2016.

Notary Public

My Commission Expires: June 23, 2020

(Signatures to Follow)

B. DANIELLE SMITH
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires June 23, 2020

Talton:

Marsha B Talton (SEAL)
Marsha B. Talton

NORTH CAROLINA
Iredell COUNTY

I, B. Danielle Smith, a Notary Public of the County and State aforesaid, certify that **Marsha B. Talton**, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 28 day of October, 2016.

Notary Public

My Commission Expires: June 23, 2020

B. DANIELLE SMITH
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires June 23, 2020