

STATE OF NORTH CAROLINA

COUNTY OF DURHAM

ENCROACHMENT TERMINATION AGREEMENT

This Encroachment Termination agreement (the "agreement") is given as of this ____ day of March, 2024, by and between Emilia Peele-Clark and Jennifer Peele Clark, owners of 2507 Dearborn Drive Durham, NC 27704 (hereinafter "Subject Property Owners") and Angelita Bowman, owner of 2505 Dearborn Drive Durham, NC 27704 (hereinafter "Encroaching Property Owner").

WITNESSETH

WHEREAS, the Subject Property Owners own the property located at 2507 Dearborn Drive Durham, NC 27704, , per deed recorded at Book 9734, Page 800, Durham County Registry, and further described as "BEING all of Lot C, 'Exempt Subdivision Plat for JHJ Family Limited Partnership', as depicted in Plat Book 205, Page 31, Durham County Registry"; and

WHEREAS, the Encroaching Property Owner owns the property located at 2505 Dearborn Drive Durham, NC 27704, per deed recorded at Book 9635, page 531, Durham County Registry, and further described as "BEING all of Lot 14, Block B of the O.A. Johnson Property as per plat and survey recorded in Plat Book 15, Page 25, Durham County Registry"; and

WHEREAS, a survey of the Subject Property (attached hereto as Exhibit A) shows a driveway/parking area that encroaches onto Subject Property where Subject Property meets Dearborn Drive. Said encroachment affects the value, marketability and utility of the Subject Property; and

WHEREAS, in order for Subject Property Owners to protect the value, marketability, and utility of Subject Property, the encroaching driveway/parking area needs to be removed.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid at the time of execution hereof, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree to the following:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by this reference.
2. The Encroaching Property Owner hereby agrees to abandon usage of the encroaching driveway/parking area, as it is an encroachment on Subject Property.
3. The Encroaching Property Owner hereby releases any claims of adverse possession and/or prescriptive easement for herself, her heirs, successors in interest, and/or assigns.
4. The Encroaching Property Owner will insure that any occupant of the premises (owner/tenant/guest) will cease from using the encroaching driveway/parking area,

effective as of the date of the signing of this Agreement, and will likewise refrain from any other encroachments onto Subject Property.

5. The Encroaching Property Owner will, solely at her own expense, move any remnants of the encroaching driveway/parking area off of the Subject Property. This includes any gravel, concrete, or natural vegetation that marked the encroaching area. Furthermore, Encroaching Property Owner agrees to provide a new driveway access/parking area for the Encroaching Property that no longer encroaches onto Subject Property.
6. Binding Effect. The covenants contained in the Encroachment Termination Agreement are not personal but shall run with the land and shall be binding upon and inure to the benefit of the fee simple title holder of the Property, and their respective heirs, personal representatives, transferees, successors or assigns. The Termination Agreement is hereby ratified and confirmed and shall remain in full force and effect.
7. Counterparts. This Encroachment Termination may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Encroachment Termination.

IN WITNESS WHEREOF, this Encroachment Termination Agreement has been executed on this _____ day of March, 2024.

Subject Property Owners:

Emilia Peele-Clark (SEAL)

Jennifer Peele-Clark (SEAL)

Encroaching Property Owner:

Angelita Bowman (SEAL)

STATE OF _____ §

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COUNTY OF _____ §

Before me _____, Notary Public, on this day personally appeared _____, known to me through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on _____, 20____.

Notary Public

My Commission Expires:

STATE OF _____ §

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COUNTY OF _____ §

Before me _____, Notary Public, on this day personally appeared _____, known to me through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on _____, 20____.

Notary Public

My Commission Expires:

STATE OF _____ §

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COUNTY OF _____ §

Before me _____, Notary Public, on this day personally appeared _____, known to me through valid identification to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on _____, 20____.

Notary Public

My Commission Expires: