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FORSYTH CO. NC FEE \$26.00 STATE OF NC REAL ESTATE EXTX **\$10.00** PRESENTED & RECORDED 08/02/2021 11:17:28 AM LYNNE JOHNSON REGISTER OF DEEDS BY: ANGELA M THOMPSON DPTY

BK: RE 3629 PG: 4191 - 4193

Prepared by and Return to: Sperry Law Firm, P.C. 15801 Brixham Hill Avenue, Suite 225, Charlotte, North Carolina 28277

PERMANENT SHARED DRIVEWAY ENCROACHMENT AGREEMENT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

A Portion of Tax Lot Number: 6844-61-1981.00 and 6844-61-2843.00

Property Address: 2813 White Meadow Lane Southeast, Winston-Salem, NC 27107 and 2817 White Meadow Lane Southeast, Winston-Salem, NC 27107

THIS GRANT OF EASEMENT is made this 28^{+h} day of 5000, 20, by and between and Y2 Enterprises LLC and AJ & W Holdings, LLC (hereinafter referred to as GRANTOR) and Y2 Enterprises LLC and AJ & W Holdings, LLC (hereinafter referred to as GRANTEE).

The designation GRANTOR and GRANTEE, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

Said GRANTOR, in consideration of Ten Dollars (\$10.00), to be paid by the GRANTEE has bargained and sold, and by these presents does bargain, sell, and convey to said GRANTEE and its successors the right to use, for the purpose of ingress, egress, and regress the existing shared driveway crossing over the shared driveway between the two properties.

Said Easement shall be for the benefit of the properties located at 2813 White Meadow Lane Southeast, Winston-Salem, NC 27107 and 2817 White Meadow Lane Southeast, Winston-Salem, NC 27107.

GRANTOR understands and agrees that the consideration amount covers and includes all improvements located within the easement area or areas unless stated otherwise.

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GRANTEE shall have such right of ingress, egress, and regress over and upon any lands of the GRANTOR adjacent to or in the vicinity of the easement areas as may be necessary for the purposes of locating, laying, constructing, reconstructing, inspecting, operating, extending, maintaining, and otherwise keeping open and in good repair the driveway for which the easement is granted. If adequate access is not provided by established means of approach, the GRANTOR shall be compensated for any damage resulting at any time from the exercise of the right of ingress, egress, and regress hereby granted. In the event of disagreement at any time as to the amount of any such damage, one arbitrator shall be selected by the GRANTOR, one by the GRANTEE, and a third, if necessary, by the two so selected, and that the decision in writing of two of said arbitrators shall be final and binding upon the parties hereto.

The GRANTEE, their heirs, successors and assigns shall keep the encroachment in good repair. GRANTEE shall indemnify and hold GRANTOR harmless from and against any and all expenses, claims, demands, liabilities, suits, actions, judgments or injuries to person or property (including the cost thereof, such as reasonable attorneys' fees) which may arise due to GRANTEE's exercise of its rights with respect to the Easement granted herein, unless such damage or injury shall have been due to the negligence or intentional act of GRANTOR.

The Parties hereby agree that this Easement shall be effective as to the Parties named herein and shall run with the land or inure to the benefit of their heirs, successors and/or assigns.

GRANTEE has executed this Agreement for the purpose of agreeing to be bound by the provisions hereof. It is the expressed purpose of this Agreement that GRANTOR will not lose possession, ownership or title to the encroached property through prescription and/or adverse possession as a result of the encroachement onto the GRANTOR's property.

TO HAVE AND TO HOLD the land hereinbefore described unto the GRANTEE, its successors and assigns, for the aforesaid uses and purposes and none other.

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SIGNATURE AND ACKNOWLEDGMENT
AJ & W Holdings, LLC John (SEAL) By: Abdeljabbar Asmar, Manger

Notary Public My Commission Expires: 1/15/25 BELINDA SEE NOTARY PUBLIC Catawba County North Carolina My Commission Expires November 15, 2025 My Commission Expires November 15, 2025

My Commission Expires: II/15/25 BELINDA SEE NOTARY PUBLIC Catawba County North Carolina My Commission Expires November 15, 2025

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