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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 28th day of July, 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.

PERMENANT SHARED DRIVEWAY ENCROACHMENT AGREEMENT

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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 encroachment 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.

SIGNATURE AND ACKNOWLEDGMENT

AJ & W Holdings, LLC *Abdeljabbar Asmar* (SEAL)
By: Abdeljabbar Asmar, Manger

STATE OF NC (Individual)

COUNTY OF Mecklenburg

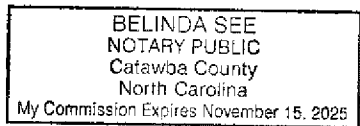
I, a Notary Public for the County and State aforesaid, certify that Abdeljabbar Asmar manage of AJ & W Holdings, LLC personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 28th day of July, 20 21.

Belinda S

Notary Public

My Commission Expires: 11/15/25



Y2 Enterprises, LLC
Robert L. York Jr. (SEAL)
By: Robert L. York Jr., Manger

STATE OF NC (Individual)

COUNTY OF Mecklenburg

I, a Notary Public for the County and State aforesaid, certify that Robert York as manage of Y2 Enterprises, LLC personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 28th day of July, 20 21.

Belinda S

Notary Public

My Commission Expires: 11/15/25

