

036745

BOOK 2537 PAGE 1919

ENCROACHMENT AGREEMENT

THIS AGREEMENT made this 5th day of July, 1994, by and between OLDE HERMITAGE ASSOCIATION, INC., a Virginia corporation, party of the first part, and B. HARVEY JOHNSON, JR. and CAROL T. JOHNSON, husband and wife, (Johnson), and BOBBY W. SHEPPARD and SUSAN B. SHEPPARD, husband and wife, party of the second part.

W I T N E S S E T H:

WHEREAS, Olde Hermitage Association, Inc. is the homeowner's association for Olde Hermitage Subdivision, Henrico County, Virginia; and

WHEREAS, Johnson is a homeowner in Olde Hermitage Subdivision, owning Lot 1, Block A, Plan of Olde Hermitage, Henrico County, Virginia; and

WHEREAS, Johnson has constructed a fence on said property which encroaches on the common area of the subdivision as shown on a copy of a survey and map of Lot 1, Block A, Plan of Olde Hermitage, Henrico County, Virginia, dated June 24, 1994, a copy of which is attached hereto and to which reference is made; and

WHEREAS, the parties have agreed to allow the encroachment of said fence on to the common area until such time as the fence is in need of replacement; and

WHEREAS, the parties agree that the encroachment of said fence will not affect the title ownership of each parties' respective property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

*F. Dea. Wickens
12:08 pm*

1. Both parties acknowledge the encroachment of the fence as shown on the attached plat by Robert K. Thomas & Associates.

2. Olde Hermitage Association, Inc., by its directors, does hereby consent to said encroachment as shown on said plat, and agrees that the encroachment may continue to exist until such time as the fence, or any portion encroaching on the common area as shown on said plat, needs to be replaced, at which time said fence shall be relocated within the boundary lines of Lot 1, Block A, Olde Hermitage.

3. The parties hereto agree that nothing contained herein shall be considered as a waiver of, or affect the ownership of, the property shown as the common area, and any claim of adverse possession is hereby waived.

4. The parties agree that this agreement shall be binding upon, and inure to, the benefit of their successors and assigns.

WITNESS the following signatures and seals:

OLDE HERMITAGE ASSOCIATION, INC.


By _____ (SEAL)
Edward Clemmons, Director

By _____ (SEAL)
Suzy Carlson, Director

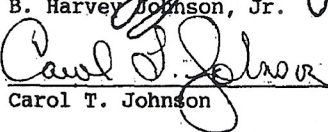
By _____ (SEAL)
Wilmuth S. Loyall, Director

By Michael D. Hall _____ (SEAL)
Michael D. Hall, Director

By B. Harvey Johnson, Jr. _____ (SEAL)
B. Harvey Johnson, Jr., Director



B. Harvey Johnson, Jr. (SEAL)



Carol T. Johnson (SEAL)

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this
____ day of _____, 1994, by Edward Clemmons.

My commission expires:

Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this
____ day of _____, 1994, by Suzy Carlson.

My commission expires:

Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this
____ day of _____, 1994, by Wilmuth S. Loyall.

My commission expires:

Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this
28th day of July, 1994, by Michael D. Hall.

My commission expires: 5-31-95

Nancy Janna
Notary Public



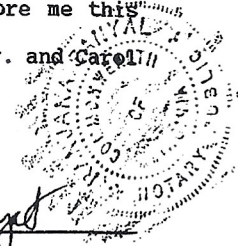
STATE OF VIRGINIA

CITY/COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me this
25th day of July, 1994, by B. Harvey Johnson, Jr. and Carol
T. Johnson.

My commission expires: My Commission Expires January 31, 1995

Kanjana Sanyal
Notary Public



1. Both parties acknowledge the encroachment of the fence as shown on the attached plat by Robert K. Thomas & Associates.

2. Olde Hermitage Association, Inc., by its directors, does hereby consent to said encroachment as shown on said plat, and agrees that the encroachment may continue to exist until such time as the fence, or any portion encroaching on the common area as shown on said plat, needs to be replaced, at which time said fence shall be relocated within the boundary lines of Lot 1, Block A, Olde Hermitage.

3. The parties hereto agree that nothing contained herein shall be considered as a waiver of, or affect the ownership of, the property shown as the common area, and any claim of adverse possession is hereby waived.

4. The parties agree that this agreement shall be binding upon, and inure to, the benefit of their successors and assigns.

WITNESS the following signatures and seals:

OLDE HERMITAGE ASSOCIATION, INC.

By Edward Clemmons (SEAL)
Edward Clemmons, Director

By _____ (SEAL)
Suzy Carlson, Director

By _____ (SEAL)
Wilmuth S. Loyall, Director

By _____ (SEAL)
Michael D. Hall, Director

By B. Harvey Johnson, Jr. (SEAL)
B. Harvey Johnson, Jr., Director

[Signature] (SEAL)
B. Harvey Johnson, Jr.
[Signature] (SEAL)
Carol T. Johnson

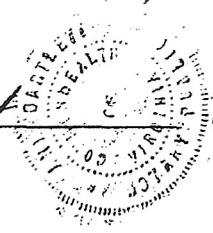
STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this 28th day of July, 1994, by Edward Clemmons.

My commission expires: September 30, 1995

[Signature]
Notary Public



STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by Suzy Carlson.

My commission expires:

Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by Wilmuth S. Loyall.

My commission expires:

Notary Public

1. Both parties acknowledge the encroachment of the fence as shown on the attached plat by Robert K. Thomas & Associates.

2. Olde Hermitage Association, Inc., by its directors, does hereby consent to said encroachment as shown on said plat, and agrees that the encroachment may continue to exist until such time as the fence, or any portion encroaching on the common area as shown on said plat, needs to be replaced, at which time said fence shall be relocated within the boundary lines of Lot 1, Block A, Olde Hermitage.

3. The parties hereto agree that nothing contained herein shall be considered as a waiver of, or affect the ownership of, the property shown as the common area, and any claim of adverse possession is hereby waived.

4. The parties agree that this agreement shall be binding upon, and inure to, the benefit of their successors and assigns.

WITNESS the following signatures and seals:

OLDE HERMITAGE ASSOCIATION, INC.

By _____ (SEAL)
Edward Clemmons, Director

By Suzy Carlson _____ (SEAL)
Suzy Carlson, Director

By _____ (SEAL)
Wilmuth S. Loyall, Director

By _____ (SEAL)
Michael D. Hall, Director

By B. Harvey Johnson, Jr. _____ (SEAL)
B. Harvey Johnson, Jr., Director

[Signature] (SEAL)
B. Harvey Johnson, Jr.
[Signature] (SEAL)
Carol T. Johnson

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by Edward Clemmons.

My commission expires:

Notary Public

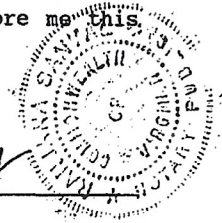
STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this 29th day of July, 1994, by Suzy Carlson.

My commission expires:

[Signature]
Notary Public



My Commission Expires January 31, 1995

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by Wilmuth S. Loyall.

My commission expires:

Notary Public

1. Both parties acknowledge the encroachment of the fence as shown on the attached plat by Robert K. Thomas & Associates.

2. Olde Hermitage Association, Inc., by its directors, does hereby consent to said encroachment as shown on said plat, and agrees that the encroachment may continue to exist until such time as the fence, or any portion encroaching on the common area as shown on said plat, needs to be replaced, at which time said fence shall be relocated within the boundary lines of Lot 1, Block A, Olde Hermitage.

3. The parties hereto agree that nothing contained herein shall be considered as a waiver of, or affect the ownership of, the property shown as the common area, and any claim of adverse possession is hereby waived.

4. The parties agree that this agreement shall be binding upon, and inure to, the benefit of their successors and assigns.

WITNESS the following signatures and seals:

OLDE HERMITAGE ASSOCIATION, INC.

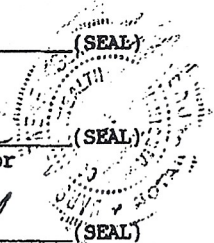
By _____ (SEAL)
Edward Clemmons, Director


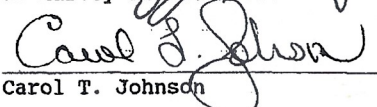
By _____ (SEAL)
Suzy Carlson, Director

By Wilmuth S. Loyall (SEAL)
Wilmuth S. Loyall, Director

By _____ (SEAL)
Michael D. Hall, Director

By [Signature] (SEAL)
B. Harvey Johnson, Jr., Director




B. Harvey Johnson, Jr. (SEAL)

Carol T. Johnson (SEAL)

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this
____ day of _____, 1994, by Edward Clemmons.

My commission expires:

Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this
____ day of _____, 1994, by Suzy Carlson.

My commission expires:

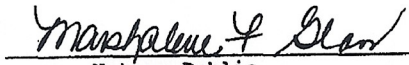
Notary Public

STATE OF VIRGINIA

CITY/COUNTY OF HENRICO, to-wit:

The foregoing instrument was acknowledged before me this
28 day of July, 1994, by Wilmuth S. Loyall.

My commission expires: 2/28/97



Notary Public

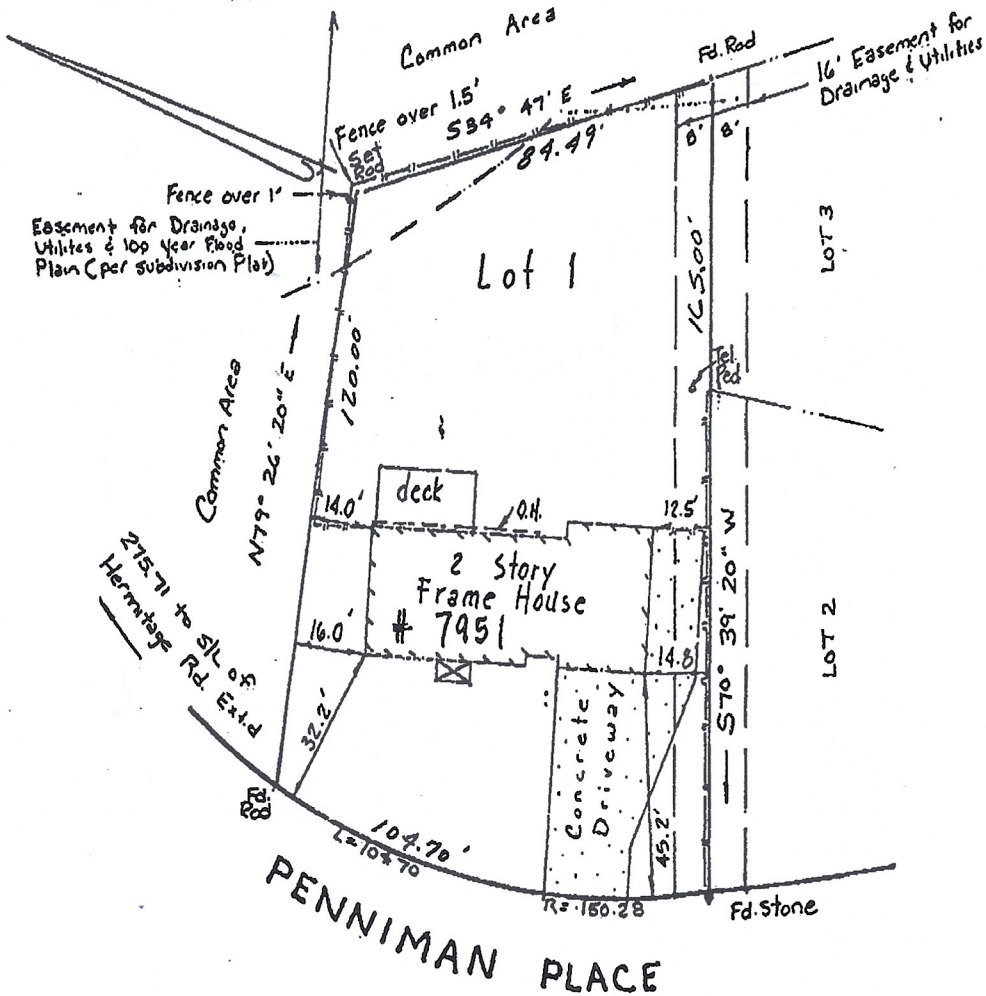
... evidence of encroachments are shown hereon, that there are no encroachments by improvements either from adjoining premises, or from subject premises upon zone C...

Power is Underground, Overhead; Telephone is Underground Overhead.
 New Percent complete ... %; Old

By *[Signature]*

Re Bobby N. Sheppard & Susan B. Sheppard

BOOK 2537 PAGE 1929



Survey & Map of Lot 1, Block A, Plan of
 Olde Hermitage in Henrico Co., Va.

DATE: June 24, 1994

ROBERT K. THOMAS AND ASSOCIATES
 CERTIFIED LAND SURVEYOR
 RICHMOND, VIRGINIA

SCALE: 1" = 30'

FILE: Hen-97

BOOK 2537 PAGE 1930

VIRGINIA
IN THE CLERK'S OFFICE OF
HENRICO COUNTY
CIRCUIT COURT ON THE 9TH DAY OF
AUGUST, 1994 AT 12:00PM
INSTRUMENT #36745 WAS RECEIVED AND
UPON CERTIFICATION OF ACKNOWLEDGEMENT
THERE TO ANNEXED, ADMITTED TO RECORD.
THE STATE TAX IMPOSED BY SEC. 58.1-802
OF THE VIRGINIA CODE, HAS BEEN PAID IN
THE AMOUNT OF: \$.00
STATE: \$.00 LOCAL: \$.00
TESTE: YVONNE G. SMITH
(CLERK OF CIRCUIT COURT)

BY: pm D.C.