

Drafted By: Mallory M. Oates

Return To: Bell Davis & Pitt, PA, Post Office Box 21029, Winston-Salem, NC 27120-1029

STATE OF NORTH CAROLINA

LICENSE TO REMEDY ENCROACHMENT

COUNTY OF STOKES

THIS LICENSE TO REMEDY ENCROACHMENT (hereinafter referred to as the "License"), is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the CITY OF KING, a North Carolina municipal corporation (hereinafter referred to as the "Licensor") and HEATHER PULLIUM and KYLE PULLIUM (individually and collectively, hereinafter referred to as the "Licensee").

WITNESSETH:

WHEREAS, Licensee owns certain real property located in Stokes County, North Carolina and commonly known as 108 E. Dalton Road, King, North Carolina the same being more particularly described in Deed recorded in Book 767, Page 1484, Stokes County Registry (hereinafter referred to as the "Benefitted Property"); and

WHEREAS, Licensor owns an alleyway (hereinafter referred to as the "Restricted Property") which adjoins the Benefitted Property directly to the south of the Benefitted Property; and

WHEREAS, Licensee has constructed a building and other improvements on the Benefitted Property a portion of which extends onto the Restricted Property at the common boundary line of the Restricted Property and the Benefitted Property as more particularly shown on the survey attached hereto as Exhibit "A"; and

WHEREAS, Licensee has requested and Licensor has agreed to grant to Licensee a revocable personal license across a portion of the Restricted Property to use that portion of the building presently located on the Restricted Property as shown on the attached survey (hereinafter referred to as the "Improvements") upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensors and Licensee do hereby agree as follows:

1. **Grant of License and Maintenance.** Licensors do hereby grant to the Licensee a nonexclusive revocable personal license for that portion of Licensee's Improvements which extends onto the Restricted Property as the Improvements are currently located on the Restricted Property and shown on the survey attached hereto as Exhibit "A". Licensee, their successors and/or assigns, shall be responsible at all times for all maintenance and repair of the Improvements in a good state of repair and condition. Licensee shall not construct any other improvements on the Restricted Property or expand the Improvements on the Restricted Property and shall not use any other portion of the Restricted Property or any other property of the Licensors without obtaining the prior written approval of the Licensors which approval the Licensors may withhold in its sole and absolute discretion. Licensors may also require at any time that Licensee remove the deck from the Improvements permitted on the Restricted Property at any time in the event that Licensors determines in the exercise of its sole and absolute discretion that the deck interferes with the use by Licensors of the Restricted Property.

2. **Indemnification of Licensors.** Licensee, on behalf of themselves and their guests and invitees, waive any and all claims they may have against Licensors in connection with Licensee's use or use by Licensee's guests or invitees of the Restricted Property as permitted herein and do further agree and do hereby indemnify Licensors from any and all claims, causes of action, losses, damages and liabilities, etc. of Licensors arising from or related to Licensee's use of the Restricted Property as permitted herein.

3. **Licensors' Right to Terminate.** Notwithstanding any provision herein to the contrary, Licensors shall have the unilateral right to terminate this License at any time upon sixty (60) days prior written notice to the Licensee such right to terminate being within the sole and absolute discretion of Licensors. Upon termination of this License Licensors may require that Licensee remove the Improvements from the Restricted Property and restore the Restricted Property to its original condition.

4. **Licensees Have No Interest or Estate.** Licensees acknowledge and agree that they do not have and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Restricted Property by virtue of this License or any of Licensee's occupancy or use hereunder and Licensors conveys no interest in the Restricted Property to Licensee or to any one of them by this License.

5. **Modification.** The terms, covenants, conditions and provisions of this License may be extended, abrogated, modified, rescinded or amended in whole or in part only with the consent of Licensors and only in writing.

6. **Applicable Law.** This License shall be governed in all respects by the laws of the State of North Carolina.

7. **Notices.** Any notices or other communications to be given hereunder shall be in writing and shall be deemed to have been given if delivered in person, by commercial overnight courier (such as Federal Express) or mailed by United States certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or to such other address as shall be given in writing by one party to the other:

As to Licensor:

If mailed, hand delivered or commercial courier:

City of King

\_\_\_\_\_  
\_\_\_\_\_

As to Licensee:

If mailed, hand delivered or delivered by commercial courier:

Heather Pullium  
Kyle Pullium

\_\_\_\_\_  
\_\_\_\_\_

8. **Waiver.** No waiver of any condition, covenant or restriction of this License by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this License.

9. **Captions.** The captions of the various paragraphs of this License are for convenience only and are not a part of this License and do not in any way limit or amplify the terms and provisions of this License.

10. **Termination.** Unless otherwise terminated as provided herein, this License shall automatically terminate twenty (20) years from the date of the License.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have executed this document pursuant to authority duly granted as of the day and year first above written.

LICENSOR:

CITY OF KING, a North Carolina municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF STOKES

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: \_\_\_\_\_ [Name]  
\_\_\_\_\_ [Title] of the City of King

Date: \_\_\_\_\_

\_\_\_\_\_  
Official Signature of Notary Public

(Official Seal)

\_\_\_\_\_  
Notary Public's printed or typed name

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF the parties have executed this document pursuant to authority duly granted as of the day and year first above written.

LICENSEE:

\_\_\_\_\_  
HEATHER PULLIUM

\_\_\_\_\_  
KYLE PULLIUM

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: *Heather Pullium*

Date: \_\_\_\_\_

\_\_\_\_\_  
Official Signature of Notary Public

(Official Seal)

\_\_\_\_\_  
Notary Public's printed or typed name

My commission expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: *Kyle Pullium*

Date: \_\_\_\_\_

\_\_\_\_\_  
Official Signature of Notary Public

*(Official Seal)*

\_\_\_\_\_  
Notary Public's printed or typed name

My commission expires: \_\_\_\_\_

EXHIBIT "A"

[Survey]