

Prepared By: Arnette Law Offices, PLLC  
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**STATE OF NORTH CAROLINA****ENCROACHMENT EASEMENT****COUNTY OF WAKE**

This Agreement made this 16 day of July, 2019 by and between McAuthor Wendell Parker and Angela S. Parker (hereinafter "Grantors") of Wake County, North Carolina and Leah Anne Vecchione and Christopher William Vecchione (hereinafter "Grantees"), of Wake County, North Carolina.

**STATEMENT OF FACTS**

1. Grantees are the owners of 706 Oldwyck Drive, Fuquay-Varina, NC 27526 and known as Lot 26, Northwyck Subdivision, Book of Maps 1995, Page 1570, Wake County Registry.
2. Grantors are the owner of the adjacent property located at 800 Oldwyck Drive, Fuquay-Varina, NC 27526 and known as Lot 25, Northwyck Subdivision, Book of Maps 1995, Page 1570, Wake County Registry.
3. An unrecorded survey by Kenneth F. Lentz, PLS dated July 5, 2019 shows that a portion of a fence primarily located on Grantees' property encroaches onto Grantors' property according to the survey referenced above which is attached to this Encroachment Easement as Exhibit A.
4. Both parties have agreed that the encroachment is to remain in the present location under the terms and conditions set forth herein.

AGREEMENT

Therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant and convey to Grantees, their heirs, successors and assigns as owner of the property located at 800 Oldwyck Drive, Fuquay-Varina, NC 27526, an easement to allow the encroaching portion of the existing fence to remain in its present location. The easement shall be over that portion of the Grantors' property that is encroached by the fence as reflected in said survey and attached as Exhibit A hereto. The easement is granted upon the following terms and conditions:

1. The easement is granted to allow the above referenced encroachment to remain in its present location. Neither party shall erect any other improvement in the easement area and shall use the easement area only to allow the encroaching portion of the fence to remain in its present location.
2. If the encroaching portion of the fence is ever destroyed or substantially damaged or if either party ever voluntarily replaces or rebuilds the fence, they shall replace or rebuild it entirely on their own property, in which case this easement shall terminate as to the improvement replaced.
3. In the case of termination of the easement as set forth above, both parties agree to execute any documents acknowledging the partial or complete termination of this agreement.
4. The easement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

Grantees have executed this agreement for the purpose of agreeing to be bound by the provisions hereof. It is the express purpose of this agreement that Grantor will not lose possession, ownership or title to the encroached property through adverse possession as a result of the encroachment of Grantees' fence and concrete driveway onto their property.

This Agreement constitutes the complete agreement between the Parties and it may not be amended except by written consent of the Parties. This Agreement is governed by the laws of the State of North Carolina. The exclusive jurisdiction and venue for any dispute relating to this Agreement is Wake County, North Carolina. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall not be affected, and every provision of this Agreement shall remaining in full force and effect and enforceable to the fullest extent permitted.

Signed and sealed as of the date first written above.

SIGNATURES ON FOLLOWING PAGES

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McAuthor Wendell Parker

McAuthor Wendell Parker

Angela S. Parker

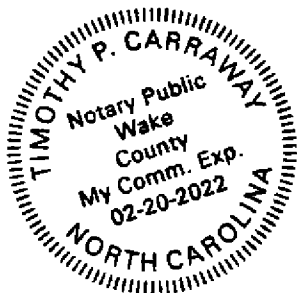
Angela S. Parker

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, do hereby certify that McAuthor Wendell Parker and Angela S. Parker personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 14<sup>th</sup> day of July, 2019.



Timothy P. Carraway  
Notary Public

My Commission Expires: 02-20-2022

Leah Anne Vecchione

Leah Anne Vecchione

Christopher William Vecchione

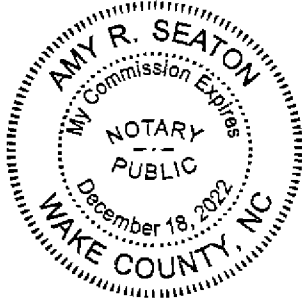
Christopher William Vecchione

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, do hereby certify that Leah Anne Vecchione and Christopher William Vecchione personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 16<sup>th</sup> day of July, 2019.



Amy R. Seaton  
Notary Public

My Commission Expires: 12-18-22

EXHIBIT A

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for the ALTA / NSPS Land Title Surveys jointly established and adopted by the ALTA and NSPS, and includes items 1, 2, 4, 7a, 11a, 13, 14, 16, 18, and 21 of Table A thereof. Date of field work is July 5, 2019. Date of Plat or Map is July 5, 2019.

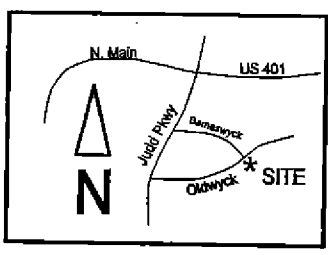
The subject property is in Zone X (Minimal Flood Risk) per FEMA flood map 372006600J effective date 5/2/2006.

Error of Closure 1:10000+

Zoned RLD  
Front Setback Min. 30'  
Rear Setback Min. 30'  
Side Setback Min. 10'

Fences, Driveway, Storm Drain Pipe w Inlet, Ditch Line, and Culvert as shown, ownership unknown.

Subject property is in the Neills Creek Watershed. However, there is no Impervious Limit per Town of Fuquay Floodplain Manager, Jennifer Mitchell 919-753-1004.

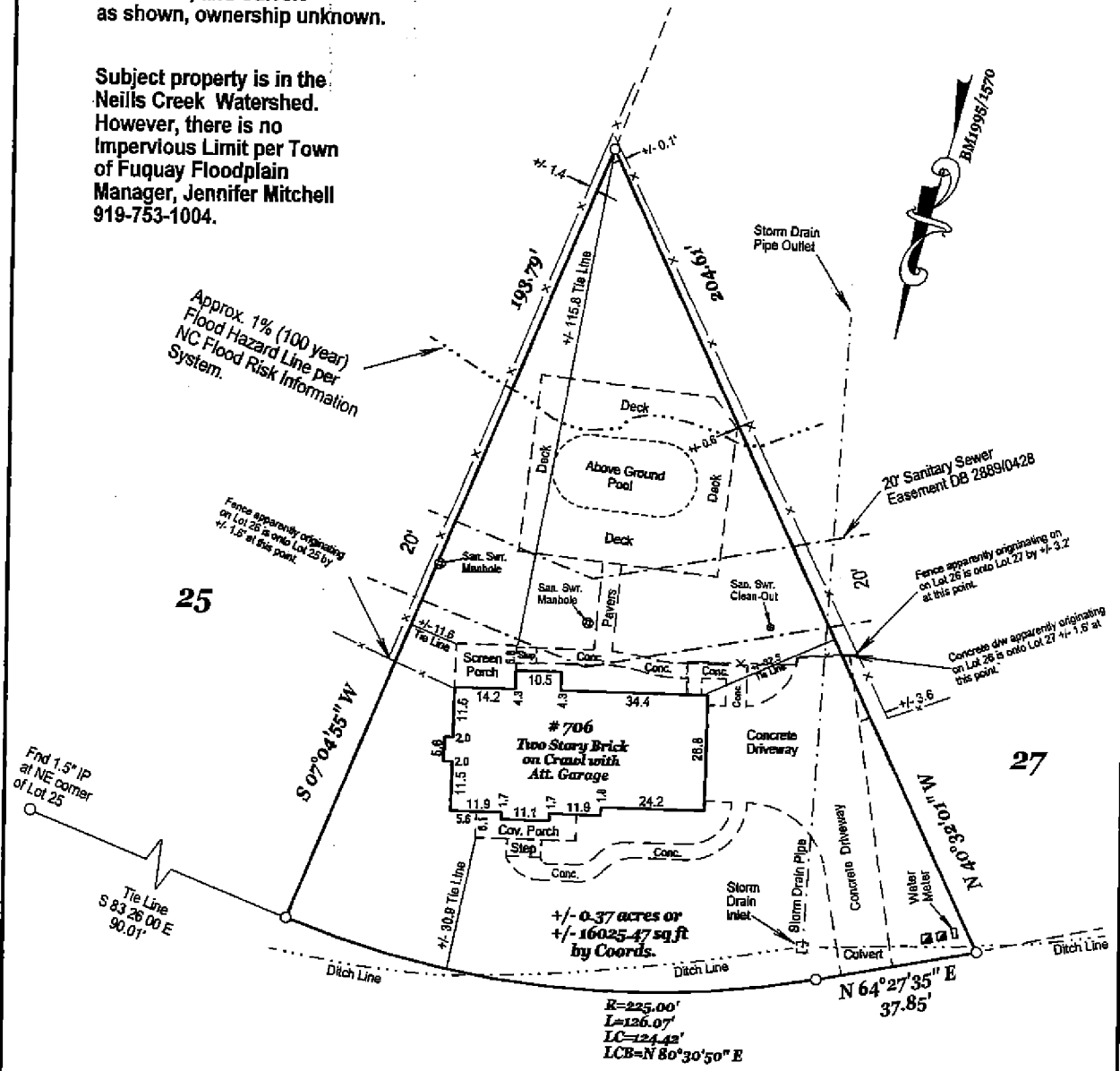


VICINITY MAP

Kenneth F. Lentz  
NCPLS #L-3377  
5116 Salinas Court  
Holly Springs, NC 27540  
910-916-0296  
LentzLandSurveying@att.net  
LentzLandSurveying.com



No NCGS Monument found within 2000'



OLDWYCK DRIVE  
50' Public R/W

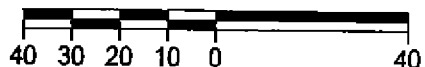
LEGEND

- +— Fence
- Iron Pin Set
- Iron Pin Found
- ▣ Utility Pedestal

ALTA / NSPS LAND TITLE SURVEY  
OF  
LOT 26, NORTHWYCK,  
PHASE 2,  
FUQUAY-VARINA, WAKE CO., NC

PROPERTY OF : ALICIA & SCOTT MYERS

SCALE 1" = 40'



MAP RECORDED IN: BM 1995/1570

REID# 0218000

DEED RECORDED IN DB 16041/0414

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.