

Prepared By: Arnette Law Offices, PLLC
Return To: Arnette Law Offices, PLLC, 2500 Gateway Centre Blvd, Ste. 100, Morrisville, NC 27560

STATE OF NORTH CAROLINA**ENCROACHMENT EASEMENT****COUNTY OF WAKE**

This Agreement made this 16 day of July, 2019 by and between Emily R. McAndrew and Ryan E. Anderson (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 704 Oldwyck Drive, Fuquay-Varina, NC 27526 and known as Lot 27, 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 and concrete driveway 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 704 Oldwyck Drive, Fuquay-Varina, NC 27526, an easement to allow the encroaching portion of the existing fence and concrete driveway to remain in its present location. The easement shall be over that portion of the Grantors' property that is encroached by the fence and concrete driveway 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 encroachments to remain in their 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 and concrete driveway to remain in their present location.
2. If the encroaching portion of the fence or concrete driveway is ever destroyed or substantially damaged or if Grantees ever voluntarily replace or rebuild the fence or concrete driveway, Grantees shall replace or rebuild it entirely on their own property, in which case this easement shall terminate as to the improvement replaced.
3. Upon 30 days' notice, Grantors may request that Grantees remove the encroachments at their expense. This easement will then automatically terminate after that period of 30 days has elapsed or at the time the encroachment is removed, whichever event occurs first.
4. 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.
5. 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 remain in full force and effect and enforceable to the fullest extent permitted.

Emily Rebecca McAndrew
Emily R. McAndrew

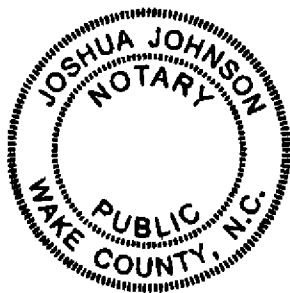
Ryan E. Anderson
Ryan E. Anderson

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, do hereby certify that Emily R. McAndrew and Ryan E. Anderson personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15 day of July, 2019.



Joshua Johnson
Notary Public
My Commission Expires: 8/27/2020

Leah Anne Vecchione
Leah Anne Vecchione

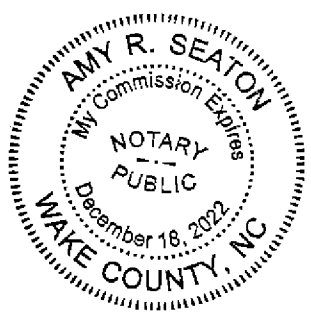
Christopher William Vecchione
Christopher William Vecchione

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 16th day of July, 2019.



Amy R. Seaton
Notary Public
My Commission Expires: 12-18-22

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.