

PREPARED BY & RETURN TO: MIDTOWN LAW
4800 SIX FORKS, STE. 120
RALEIGH, NC 27609

NORTH CAROLINA
WAKE COUNTY

ENCROACHMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between **Carpaz Ven, LLC and Leman Pro Services, LLC**, hereinafter "**Carpaz-Leman**" and **Amy Artrip**, hereinafter "**Artrip**";

WHEREAS, Carpoz-Leman is the owner of Lot 119 of Mallard Crossing Subdivision and commonly known as 2205 Bufflehead Road, Raleigh, NC 27616 ("Lot 119"); and Artrip is the owner of the adjacent Lot 120 of Mallard Crossing Subdivision and commonly known as 2209 Bufflehead Road, Raleigh, NC 27616 ("Lot 120");

WHEREAS, a survey by Thomason Land Surveying, PLLC, dated December 2, 2025, which is attached as Exhibit A, indicates the fence located thereon along the common boundary between Lot 119 and Lot 120 is encroaching on the Carpoz-Leman property (the "Encroachment");

WHEREAS, the parties agree that it is in their mutual best interest to formally acknowledge said Encroachment and to consent to its continuation.

IT IS, THEREFORE, in consideration of the premises and the mutual promises of the parties, **AGREED**, as follows:

1. The Encroachment as shown on attached Survey may remain in its current location, unless stated otherwise herein;
2. Artrip and their successors in interest shall be solely responsible for maintenance and repairs required of the Encroachment;
3. That this is permissive use of the land and may continue until Artrip, or their assigns or successors in interest removes the Encroachment. Carpoz-Leman, or their assigns or

successors in interest retain the right to request removal of the Encroachment by Artrip or their assigns or successors in interest.

4. Carpaz-Leman, their assigns or successors will not alter the Encroachment in any way whatsoever.
5. Artrip does hereby affirmatively acknowledge and state that they make no claim and is not taking open and notorious possession of any portion of Lot 119 on which the Encroachment is found and that no claim for adverse possession of such amount of land shall be made by Artrip, their assigns or successors.
6. In the event the Encroachment is destroyed, demolished, or shall need to be replaced or moved, then Artrip, their assigns or successors shall reconstruct such that the Encroachment is within the proper bounds of Lot 120 and the Encroachment is remedied.
7. This agreement shall run with the land and shall be binding upon the parties' successors in title to the subject properties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Carpaz Ven, LLC



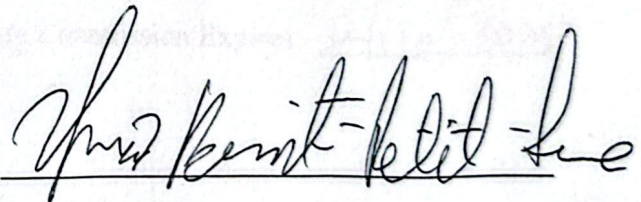
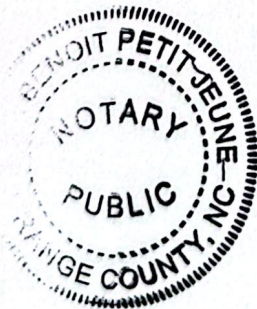
Ricardo Paz, Chief Executive Officer

STATE OF North Carolina

COUNTY OF Durham

I 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 purpose stated therein and in the capacity indicated: **Ricardo Paz, Chief Executive Officer of Carpaz Ven, LLC**

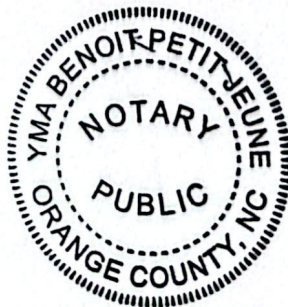
Date: 12/09/2025



Signature of Notary Public

Printed Name: Yma Benoit-Petit-Leune

My Commission Expires: 12/11/2025



Leman Pro Services, LLC



(SEAL)

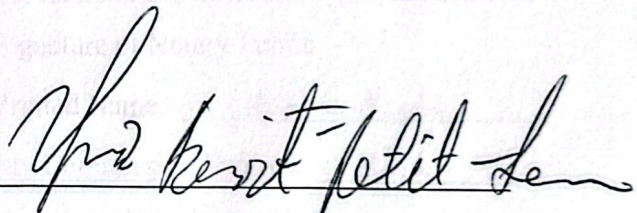
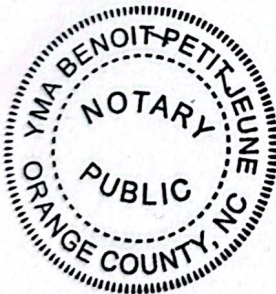
Michael Aleman, Member/Manager

STATE OF North Carolina

COUNTY OF Durham

I 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 purpose stated therein and in the capacity indicated: **Michael Aleman, Member/Manager of Leman Pro Services, LLC**

Date: 12/09/2025



Signature of Notary Public

Printed Name: Yma Benoit-Petit-Leune

My Commission Expires: 12/10/2025

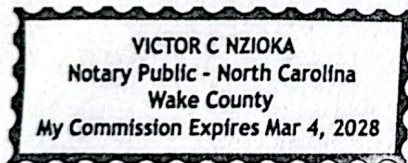
Amy Artrip (SEAL)
Amy Artrip

STATE OF NC

COUNTY OF Wake

I 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 purpose stated therein and in the capacity indicated: **Amy Artrip**

Date: 12/9/2025



Victor C Nzioka

Signature of Notary Public

Printed Name: Victor C Nzioka

My Commission Expires: March 4, 2028