

Prepared by/return to: Margaret S. Davis | Mann, McGibney and Jordan, PLLC
621 W. Jones St, Raleigh, NC 27603

ENCROACHMENT AGREEMENT

This Agreement dated 28 of Sept, 2020 between **RYAN GALLAGHER** ("Licensor") of 403 Vatersay Drive, Apex, North Carolina, and **DERIK A. CARSWELL & NICOLE K. CARSWELL**, ("Licensee") of 401 Vatersay Drive, Apex, North Carolina.

Whereas the Licensor is the owner of the property described as:
BEING all of Lots 118 & 119, Cameron Park, Phase 5, Section 2, as shown on plat recorded in Book of Maps 2000, page 1615, Wake County Register of Deeds.
("Licensor's Property");

And the Licensee is the owner of the property described as:
BEING all of Lot 117, Cameron Park, Phase 5, Section 2, as shown on plat recorded in Book of Maps 2000, page 1615, Wake County Register of Deeds;
("Licensee's Property");

And the Licensee wishes to obtain the right to encroach upon the Licensor's property specifically for the purposes set out below;

And the Licensor is prepared to permit such encroachment, strictly in accordance with the terms and conditions hereof,

In consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Licensor hereby licenses and permits Licensee to encroach upon Licensor's property as shown on the survey performed by Turning Point Surveying, PLLC on September 24, 2012, a copy of said survey is attached as Exhibit "A" for reference. Specifically, Licensor licenses and permits Licensee to maintain the 1.2 foot retaining wall encroachment on the Licensor's Property, as shown on said survey.
2. Licensee shall not acquire any right, title or interest in or to Licensor's Property or the portion thereof affected by the Encroachment, except the right to maintain the Encroachment in accordance with the terms and conditions of this Agreement.

3. This Agreement shall inure to the benefit of, and be binding upon the parties hereto, and their respective heirs, executors, successors and assigns.

4. Should the encroaching portion of Licensee's retaining wall be removed, moved, or destroyed in any way, this encroachment agreement becomes void and Licensee's right to encroach ends.

5. This is the entire agreement between the parties. Any changes must be made in writing and signed by both parties. Any disputes must be brought in the state of North Carolina.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date above.

Ryan Gallagher
RYAN GALLAGHER

9/28/20
DATE

Derik A. Carswell
DERIK A. CARSWELL

11/29/21
DATE

Nicole K. Carswell
NICOLE K. CARSWELL

1-29-20
DATE

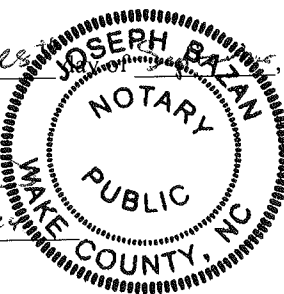
NORTH CAROLINA; Wake COUNTY

I, Joseph Bazan, Notary Public of said County, do hereby certify that **RYAN GALLAGHER** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 28th day of September, 2019.

Joseph Bazan
NOTARY PUBLIC

My commission expires: 12/04/2024



NORTH CAROLINA; Wake COUNTY

I, Joseph Bazan, Notary Public of said County, do hereby certify that **DERIK A. CARSWELL & NICOLE K. CARSWELL** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 28th day of September, 2019.

Joseph Bazan
NOTARY PUBLIC

My commission expires: 12/04/2024

