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NORTH CAROLINA

ENCROACHMENT AGREEMENT

WAKE COUNTY

THIS AGREEMENT made this 17 day of April, 2019, by and between Michael and Amy Maclean, hereinafter referred to as ("Grantor") and Susan Bavisotto, fka Susan M. Harris (hereinafter referred to as ("Grantee")), all of Wake County, North Carolina.

STATEMENT OF FACTS:

1. The Grantee is the owner of the property located at 425 W. Park Street, Cary, NC 27511 (Lot 6, Book of Maps 1938, Page 44).
2. The Grantor is the owner of the adjacent property located at 427 W. Park Street, Cary, NC 27511, Raleigh, NC 27611 (Lot 5, Book of Maps 1938, Page 44).
3. An unrecorded survey by James W. Nipper, PLS, dated April 11, 2019 shows that a wood fence and a portion of a concrete driveway located on Grantees property encroaches onto Grantors property, according to the survey referenced above which is attached to this Encroachment Agreement as Exhibit "A".
4. Grantor and Grantee have agreed that the encroachments are to remain in their present locations under the terms and conditions set forth herein.

AGREEMENT

Therefore, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the adequacy and sufficiency which are mutually acknowledged by all parties, the parties hereby agree as follows:

1. The fence encroachment and driveway encroachment between the two properties as shown on Exhibit A are to remain in their current locations. Grantor and Grantee specifically acknowledge that allowing the encroachments to remain temporarily in their current locations under the terms of the Agreement is purely permissive and all parties acknowledge that in no way do the encroachments constitute any potential claims for adverse possession for the property enclosed by the encroachments. This Agreement as it pertains to the encroachments between the two properties shall be binding on and inure to the benefit of the Owners, Heirs, Successors or Assigns.
2. If at any time, the encroaching driveway or encroaching fence are removed from Lot 5, they shall not be replaced and this document shall be void as to the encroachment that has been removed, and no longer binding against the then current Owners, Heirs, Successors or Assigns.

Grantee has executed this agreement for the purpose of agreeing to be bound by the provisions hereof. It is the expressed purpose of this agreement that Grantors will not lose possession, ownership or title to the encroached property through adverse possession as a result of the encroachments of Grantee's fence and driveway onto his property.

Signed and sealed as of the date first written above.

Grantor:



Michael Maclean



Amy Maclean

Grantee:



Susan Bavisotto

NOTARY ACKNOWLEDGMENT(S)

STATE OF NORTH CAROLINA, COUNTY OF Wake

Signed and sworn to (or affirmed) before me this day by Michael Maclean and Amy Maclean

Date: 4/17/19Ashley N. Humphries, Notary Public
NotaryMy Commission Expires: 4/8/23

ASHLEY N. HUMPHRIES
Notary Public
Wake County, NC
My Commission Expires 4/8/23

NOTARY ACKNOWLEDGMENT(S)

STATE OF NORTH CAROLINA, COUNTY OF Wake

Signed and sworn to (or affirmed) before me this day by Susan M. Bavisotto, fka Susan M. Harris

Date: 4-17-19BRE, Notary Public
NotaryMy Commission Expires: 3-14-21

