

Prepared by and return to:

Midtown Law,
4800 Six Forks Road, Ste 120
Raleigh, NC 27609

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**ENCROACHMENT
AGREEMENT**

This Encroachment Agreement is made and entered into on this the 29 day of July, 2026 by and between STEPHEN D. ARTHUR and KATHLEEN H. ARTHUR, Trustees, or their successor Trustee(s) of the STEPHEN AND KATHLEEN ARTHUR LIVING TRUST dated October 6, 2022 (hereinafter collectively referred to as "Grantor"); and Chetna Sachdeva (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that real property located at 449 SIPPIHAW OAKS DRIVE, FUQUAY VARINA, NC 27526-7631, Wake County Registry, hereinafter described as Grantor Property); and

WHEREAS, Grantee is the owner of that real property located at 453 SIPPIHAW OAKS DRIVE, FUQUAY VARINA, NC 27526-7631, Wake County Registry, hereinafter described as Grantee Property); and

WHEREAS, an unrecorded survey by John Lowdermilk, PLS, dated March 13, 2025 disclosed that a Shed primarily located on Grantee Property encroaches onto Grantor Property by 0.3' feet at its furthest point, as shown on Exhibit "A" attached hereto and incorporated herein by reference for a more complete and accurate description (hereinafter collectively the "Encroachment"); and

WHEREAS, the Grantee has requested permission from the Grantor to permit the Encroachment to remain on the property of the Grantor; and

WHEREAS, the parties hereto desire to enter into this Encroachment Agreement so as to grant to the Grantees such permission to allow the Encroachment to remain on the property of the Grantor for the following reasons:

1. Grantor wishes to remove any cloud on the marketability of the title that Grantor holds; and
2. Grantee desires to receive permission to maintain the Encroachment on the property of the Grantor so as to prevent possible claims of trespass; and
3. Grantor desires to protect the property from any future claim of adverse possession.

NOW THEREFORE, the Grantor, for a valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the Grantee exclusive permission for the purpose of using, accessing and maintaining the Encroachment upon the

submitted electronically by "Midtown Property Law"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Wake County Register of Deeds.

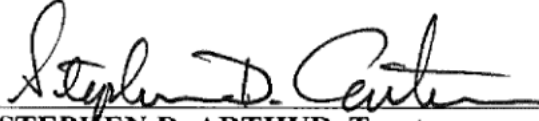
Grantor's Property. This Encroachment Agreement is intended to give the Grantee full permission to access the Encroachment located on the property of the Grantor and is to be construed to include the Grantee's successors in interest, assigns and heirs. Grantee covenants that they will not cause damage or harm in any way to the Grantor's Property and shall hold harmless the Grantor, their heirs, assigns and successors in interest from any liability in using the permitted portion of the Grantor's Property. The Grantee may not make any alterations, improvements or additions to the Grantor's Property without first obtaining the express written permission of the Grantor, their heirs, assigns or successors in interest. The Grantee hereunder agrees to be responsible for the maintenance and care of that portion of the Encroachment located on the Grantor's Property.

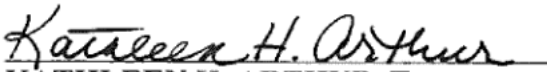
If the Grantee, their heirs, successors and/or assigns desire to remove and replace the encroaching structure, the Grantor, their heirs, successors and/or assigns expressly grant permission to remove the existing encroaching structure, provided that any replacement structure shall be relocated so that it no longer encroaches upon the Grantor Property as shown on Exhibit A. Grantee shall restore any damage to the Grantor Property resulting from such removal or relocation, and all costs associated with correcting the encroachment shall be the sole responsibility of the Grantee.

TO HAVE AND TO HOLD the aforesaid permission with all the rights and privileges thereto belonging unto the Grantees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

THE STEPHEN AND KATHLEEN ARTHUR LIVING TRUST

 (SEAL)
STEPHEN D. ARTHUR, Trustee

 (SEAL)
KATHLEEN H. ARTHUR, Trustee

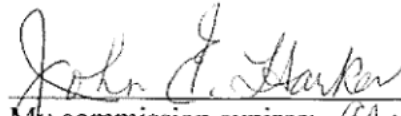
STATE OF NORTH CAROLINA
COUNTY OF Wake

I, John E. Harker, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **STEPHEN D. ARTHUR and KATHLEEN H. ARTHUR**

Date: July 29, 2026

(SEAL)



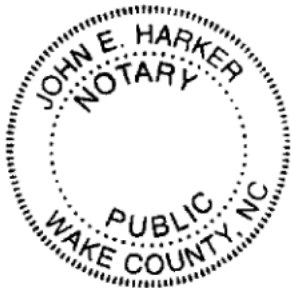

My commission expires: April 23, 2029

Chetna Sachdeva (SEAL)
Chetna Sachdeva

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, John E. Harker, a Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Chetna Sachdeva**

Date: July 29, 2026
(SEAL)



John E. Harker
My commission expires: April 23, 2029

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats

Exhibit "A"

