

Prepared by and return to:
Jonathan W. Anderson (without title exam)
P.O. Box 6356
Raleigh, NC 27628-6356

STATE OF NORTH CAROLINA)

ENCROACHMENT AGREEMENT

COUNTY OF WAKE)

This Agreement made this 1st day of April, 2019, by **MONAGHAN PROPERTIES LLC**, a **Wyoming limited liability company** (hereinafter "Grantors") and **Rosmery De Pena De Burgos**, (hereinafter "Grantee"), all of Wake County, North Carolina.

STATEMENT OF FACTS

1. Grantors are the owner of that real property located at 3004 EMCUTTA CT RALEIGH NC 27604-1089 and as further described in Deed Book 17354, Page 2468, Wake County Registry, which description is incorporated herein by reference (Parcel ID: 0252314) (hereinafter "Grantors' Property").
2. Grantee is the owner of the adjacent real property located at 3000 EMCUTTA CT RALEIGH NC 27604-1089 and as further described in Deed Book 15892, Page 1000, Wake County Registry, which description is incorporated herein by reference (Parcel ID: 0252313) (hereinafter "Grantee's Property").
3. A survey attached hereto and incorporated herein by reference dated April 2, 2019 prepared by G. Darrell Taylor disclosed that a portion of Grantee's fence encroaches 1.3' onto Grantor's Property.
4. Grantee and Grantors have agreed that the encroachment is to remain in the present location under the terms and conditions set forth herein.

AGREEMENT

Therefore, for valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby grant and convey to Grantee, her heirs, successors and assigns as owners of the Grantee's Property, a license to allow the encroaching portion of the fence to remain in its present location on Grantors' Property. The license shall be over that portion of Grantors' Property that is encroached by the fence and described in said survey and attached as **Exhibit A** hereto. This license is granted upon the following terms and conditions:

1. This license is granted to allow the above referenced encroachment to remain in its present location on Grantors' Property. Grantee shall not erect any other improvements on Grantors' Property and shall use the encroached area only to allow the herein described encroachment to remain in its present location.
2. If the encroaching portion of the fence is destroyed or substantially damaged, Grantee shall replace or rebuild it entirely on Grantee's Property, in which case this license shall terminate as to the improvement replaced.
3. In the case of termination of license as set forth above, Grantee agrees to execute any documents acknowledging the partial or complete termination of this agreement.
4. Grantee agrees to waive any adverse possession rights that she may have accrued to Grantors' Property and to be solely responsible for maintenance and liability for the portion of the fence that encroaches onto Grantors' Property. This agreement shall be appurtenant to and run with the land and shall be binding upon all successors in interest to either party.

Grantee has executed this agreement for the purpose of agreeing to be bound by the provisions hereof. It is the express 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 encroachment of Grantee's fence.

The parties covenant that they are seized of the above-described lands in this Agreement in which the aforesaid rights are granted and that they have the right to convey such rights, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

[Signature Pages Follow]



PK

SIGNATURE PAGE TO ENCROACHMENT AGREEMENT

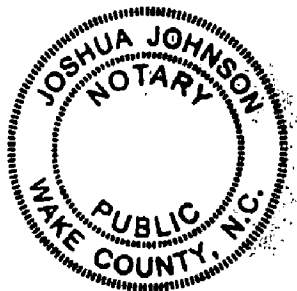
Signed and sealed as of the date first written above.

Sign: R. De Pena
Rosmery De Pena De Burgos

STATE OF North Carolina
COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, do hereby certify that Rosmery De Pena De Burgos did personally appear before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 4 day of April, 2019.



Joshua Johnson
Notary Public
My Commission Expires: 8-27-20

(SEAL)

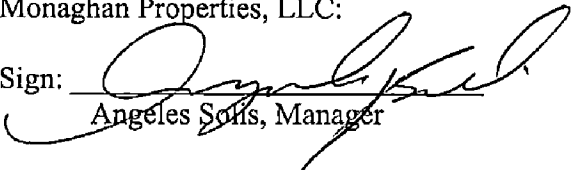
PK

PK

SIGNATURE PAGE TO ENCROACHMENT AGREEMENT

Signed and sealed as of the date first written above.

Monaghan Properties, LLC:

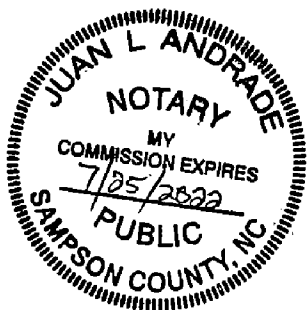
Sign: 

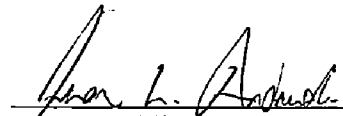
Angeles Solis, Manager

STATE OF North Carolina
COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, do hereby certify Angeles Solis did personally appear before me this day and acknowledged the due execution of the foregoing instrument by and on behalf of Grantor.

Witness my hand and official seal this the 18 day of April, 2019.




Notary Public
My Commission Expires: 7/25/2022

(SEAL)



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Exhibit "A" Legal Description

BEING all of Lot 61, New Hope Crossing Subdivision, Phase Five, as shown on a map thereof recorded in Book of Maps 1998, Page 2266, Wake County Registry.

Property Address: 3004 Emcutta Way, Raleigh, NC 27604