WAKE COUNTY, NC
CHARLES P. GILLIAM
REGISTER OF DEEDS
PRESENTED & RECORDED ON
05-04-2020 AT 08:44:45

BOOK: 017851 PAGE: 02357 - 02362

Prepared by Getter Law Offices, PA. 7500-101 Six Forks Rd. Raleigh, NC 27615

NORTH CAROLINA **ENCROACHMENT AGREEMENT**

WAKE COUNTY

This Agreement made this the 1 day of MAY, 2020, by and between **Stephen Taylor and wife, Katelyn K. Taylor (hereinafter "Taylor")** and **Steven D. Corriveau and spouse, Rosa Maria Corriveau (hereinafter "Corriveau");**

WITNESSETH:

Whereas, **Taylor** is the fee simple absolute owner of a certain parcel of real property located in Raleigh, Wake County, North Carolina, known as: **Lot 28 of Oakwood Green; 525 Watauga Street, Raleigh, NC 27614; Parcel #0170491 (hereinafter "Lot 28").**

Whereas, **Corriveau** is the fee simple absolute owner of a certain parcel of real property located in Raleigh, Wake County, North Carolina, known as: **Lot 27 of Oakwood Green; 521 Watauga Street, Raleigh, NC 27604; Parcel #0170490 (hereinafter "Lot 27").**

Whereas, the **Taylor** fence and shed encroaches upon the **Corriveau** property line. **See attached Survey by James W. Nipper, Professional Land Surveyor, dated February 28, 2017.**

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

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is hereby agreed as follows:

1. **Corriveau** shall allow the fence and shed to remain as currently exists on a strip of land located along the boundary of Lots 27 and 28.
2. **Corriveau** acknowledges the fence and shed encroaches on to Lot 27, and that **Taylor**, his heirs and successors have no ownership rights in and to such strip of land, by adverse possession or other means, except such rights as are created in this instrument.
3. **Taylor** does hereby affirmatively acknowledge and state that he makes no claim and is not taking open and notorious possession of any portion of Lot 27 on which the fence and shed encroaches, and that no claim for adverse possession of such amount of land shall be made by **Taylor**, his heirs or successors.
4. This Agreement shall be binding upon **Taylor**, and succeeding owners of Lot 28, their heirs and successors. This Agreement shall be binding upon **Corriveau** and succeeding owners of Lot 27, their heirs and successors.
5. **Taylor** does hereby affirmatively acknowledge any and all the maintenance and repairs of the fence and shed shall be his sole responsibility and the **Taylor** heirs, and successors shall continue to bear the sole responsibility of maintaining the appearance and repairs of the fence and shed.
6. If for any reason, the fence and shed need to be removed, **Corriveau**, their heirs and successors, may require **Taylor**, his heirs, and successors to remove the encroachment upon Lot 27, then **Taylor**, his heirs, and successors will

remove, or modify the fence and shed to remove the encroaching area of said fence and shed, at his own expense. In the instance that the fence and shed shall need to be replaced or moved, then **Taylor,** his heirs and successors shall reconstruct such that the fence and shed is within the proper bounds of Lot 28 and the encroachment is remedied.

7. **Corriveau**, their heirs and successors will not alter the fence and shed in any way whatsoever.

Steven D. Corriveau

STATE OF NC COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, certify that **Steven D. Corriveau** personally appeared before me this the 1 day of May, 2020, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this the 1 day of May, 2020.

Notary Public

My Commission Expires: 12-30-23

Meredith Kittrell
NOTARY PUBLIC
Wake County, NC
My Commission Expires December 30, 2023

Rosa Maria Corriveau

STATE OF NC COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, certify that **Rosa Maria Corriveau** personally appeared before me this the 1 day of May, 2020, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this the 1 day of May, 2020.

Notary Public

My Commission Expires: 12-30-23

Meredith Kittrell
NOTARY PUBLIC
Wake County, NC
My Commission Expires December 30, 2023

Stephen Taylor

STATE OF NC COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, certify that **Stephen Taylor** personally appeared before me this the 24 day of April, 2020, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal this the 24 day of April, 2020.

Notary Public

My Commission Expires: 12-30-23

Meredith Kittrell
NOTARY PUBLIC
Wake County, NC
My Commission Expires December 30, 2023

Katelyn K. Taylor

STATE OF NC COUNTY OF Wake

I, a Notary Public of the County and State aforesaid, certify that **Katelyn K. Taylor** personally appeared before me this the 24 day of April, 2020, and acknowledged the execution of the foregoing instrument.

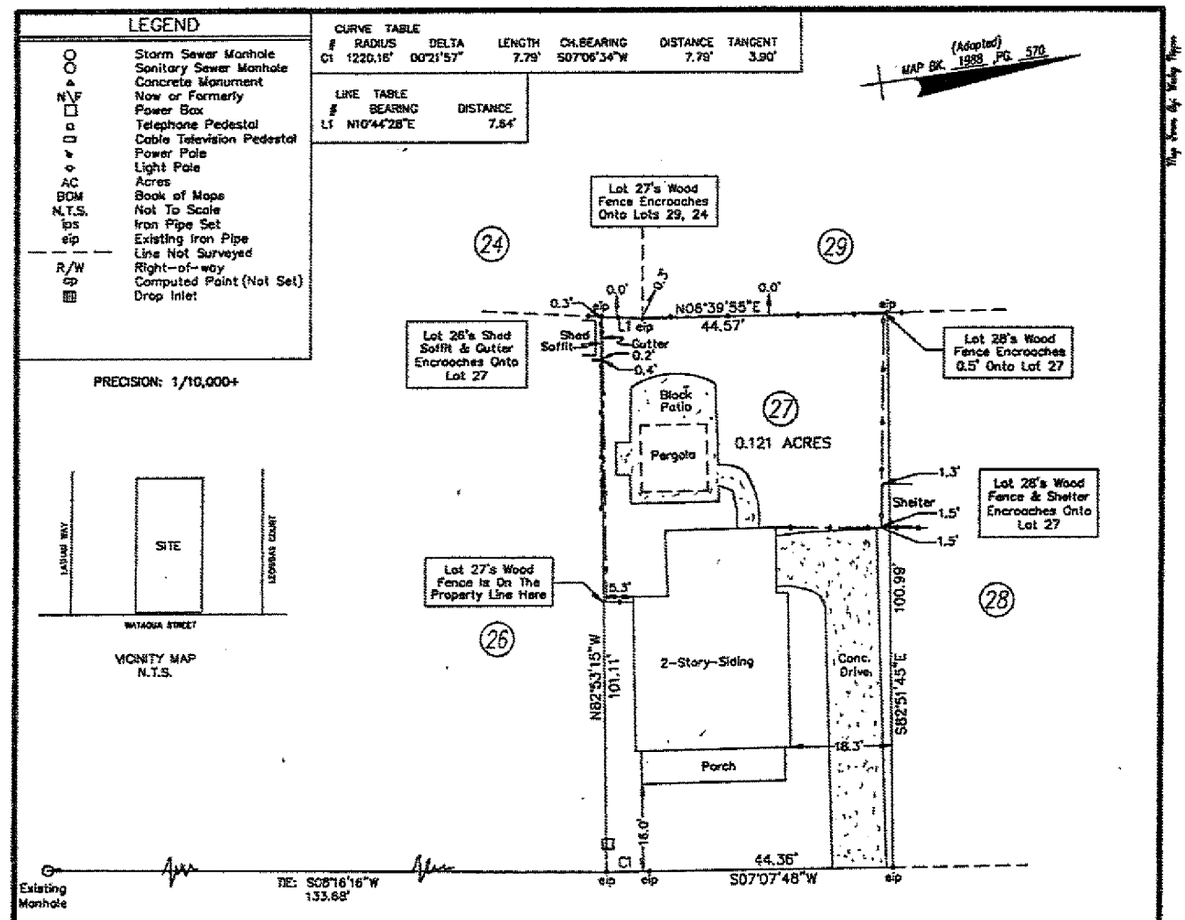
Witness my hand and official seal this the 24 day of April, 2020.

Notary Public

My Commission Expires: 12-30-23

Meredith Kittrell
NOTARY PUBLIC
Wake County, NC
My Commission Expires December 30, 2023

EXHIBIT A



Note: This Survey Was Performed And Mapped Without The Benifit Of A Title Search By A Licensed North Carolina Real Estate Attorney. This Surveyor Assumes No Liability From Any Facts And/Or Ommissions (Such As Easements Or Underground Pipes, ETC.) That May Be Revealed By A Title Search By A Licensed North Carolina Real Estate Attorney.

Reference: Lot 27
Sec. __ Pt. __ Blk. ___ Ph ___
OAKWOOD GREEN
Map Bk. 1988 Pg. 570
Map Bk. _____ Pg. ____
Deed Bk. 15057 Pg. 139

Property Of

MORGEN BENGEL
NICHOLAS BENGEL

521 WATAUGA STREET RALEIGH, N.C.

Date: 02-28-17
Scale: 1"=20'
File: 20172

James W. Nipper, Professional Land Surveyor
5707 Hilltop Road
Raleigh, North Carolina, 27603
Office (919) 917-7080 (Cell) (919) 637-0491