

DRAWN BY AND AFTER RECORDING MAIL TO:  
Hankin & Pack PLLC  
2820 Selwyn Avenue  
Suite 425  
Charlotte, NC 28209

**STATE OF SOUTH CAROLINA**  
**COUNTY OF YORK**



**2020035982**

AGREEMENT  
RECORDING FEES

\$25.00

PRESENTED & RECORDED:

**08-10-2020 08:36:45 AM**

**BK: RB 18483**

**PG: 253 - 259**

DAVID HAMILTON  
CLERK OF COURT

YORK COUNTY, SC  
BY: REGINA PRUITT CLERK

### **ENCROACHMENT AND EASEMENT AGREEMENT**

This Encroachment and Easement Agreement (this "Agreement") is made this 7<sup>th</sup> day of August 2020, by Sean M. Foure and Becky S. Foure ("Grantor") for the benefit of Jonathan Butkovic and Alyssa Butkovic f/k/a Alyssa Jodzis ("Grantee"), both of York County, South Carolina.

#### **STATEMENT OF FACTS:**

WHEREAS, Grantor is the owner of all that certain piece, parcel or tract of land located at 820 Green Pond Road, Clover, South Carolina, acquired by Grantor pursuant to that certain Title to Real Estate recorded July 12, 2016 in Book 15789 Page 291 in the York County Public Registry.

WHEREAS, Grantee is the owner of all that certain piece, parcel or tract of land located at 393 Smallwood Lane, Clover, South Carolina, acquired by Grantee pursuant to that certain Title to Real Estate recorded April 6, 2015 in Book 14777 Page 5 in the York County Public Registry.

WHEREAS, a Survey attached as "Exhibit A" hereto and made a part hereof discloses that a portion of the fence primarily located on the Grantee's property encroaches onto Grantor's property as shown on Exhibit A (hereinafter the "Fence").



NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, his heirs, successors and assigns;

1. The foregoing recitals are incorporated herein as if fully set forth.
2. Grantor gives, grants, and conveys to Grantee an Easement for the Fence that projects from property owned by Grantee across the common boundary of the two properties, for the purpose of maintenance and enjoyment as long as the Fence remains in its current location ("Easement"). The Easement shall be over that portion of Grantor's property that is encroached by the Fence as reflected in said unrecorded survey and attached as Exhibit A hereto (the "Encroachment and Easement Area"). This Easement is granted upon the following terms and conditions:
3. Grantees shall not erect any other improvement in the Encroachment and Easement Area.
4. This Easement is granted to allow the above referenced Fence to remain in its present location. If the encroaching portion of the Fence is ever destroyed or substantially damaged or if Grantee ever voluntarily replaces or rebuilds the Fence, Grantee shall replace or rebuild it entirely within the true boundary of Grantee's property, in which case this Easement shall terminate.
5. The Grantee shall not acquire any right, title, or interest in or to the Grantor's property or the portion thereof affected by this Agreement. Grantee understands and agrees that the Easement and Encroachment and Easement Area are for a permissive use only and that the placing of the Fence shall not operate to create or vest any property rights in Grantee. Further, Grantee does hereby waive any and all rights to claim any portion of the Encroachment and Easement Area by adverse possession.
6. The Grantee shall maintain the Fence in good and safe condition as long as the fence remains on the property. Grantee understands and acknowledges that should the Grantee damage and/or disturb Grantor's property, Grantee shall be solely responsible for the repair of Grantor's property.
7. Grantee shall indemnify, defend, and hold harmless the Grantor against any and all claims or suits for damages, or injury arising from the Grantee's Fence, use or maintenance of the Fence or Encroachment and Easement Area or from any activity, work, or act done, permitted or suffered in or about the Encroachment and Easement Area.
8. In the case of termination of easement as set forth above, Grantee agrees to execute any documents acknowledging the partial or complete termination of this agreement.



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

Grantee has executed this agreement for the purpose of agreeing to be bound by the provisions hereof.

\*\*\*\*\*SIGNATURE PAGES TO FOLLOW\*\*\*\*\*

IN WITNESS WHEREOF, the Grantor has executed this Agreement under seal as of the day and year first above written.

IN WITNESS WHEREOF, the Grantor has executed this Agreement under seal as of the day and year first above written.

B. Frontier  
Witness #1  
Shakira Mitchell  
Witness #2

Sean M. Fouré  
Sean M. Fouré  
Becky S. Fouré  
Becky S. Fouré

State of South Carolina  
County of York

(Official/Notarial Seal)

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document in the capacity indicated:

Sean M. Fouré and Becky S. Fouré

Date: 8-7-2020

Shakira Mitchell  
Notary Public  
Notary's Printed or Typed Name

SHAKIRA MITCHELL  
Notary Public - State of South Carolina  
My Commission Expires March 08, 2027

My Commission Expires:  
3-8-2027



IN WITNESS WHEREOF, the Grantee has executed this Agreement under seal  
as of the day and year first above written.

B. Montano  
Witness #1  
Shakira Mitchell  
Witness #2

Jonathan Butkovic  
Jonathan Butkovic  
Alyssa Butkovic f/k/a Alyssa Jodzis  
Alyssa Butkovic f/k/a Alyssa Jodzis

State of South Carolina  
County of York

(Official/Notarial Seal)

I certify that the following person(s) personally appeared before me this day, each  
acknowledging to me that he or she signed the foregoing document in the capacity  
indicated:

Jonathan Butkovic and Alyssa Butkovic f/k/a Alyssa Jodzis

Date: 8-7-2020

Shakira Mitchell  
Shakira Mitchell Notary Public  
Notary's Printed or Typed Name

My Commission Expires:  
3-8-2027

SHAKIRA MITCHELL  
Notary Public - State of South Carolina  
My Commission Expires March 08, 2027



**EXHIBIT A**

BUTKOVIC JONATHAN &  
ALYSSA JODZIS  
TM#378-00-00-049  
DB 14777 PG 5  
PB B375 PG 2

391.43' (FENCE ENCROACHMENT)

S32° 04' 43"W

**399.43'**

5/8" PIP

5/8" PIPE  
FOUND

S80° 15' 31"E

3/4" RBR  
FOUND

TM#378-00-00-010  
5.34 ACRES

BRANDON CYNTHIA S.  
TM#378-00-00-009  
DB 13728 PG 201

6.22  
8.21  CHICKEN  
COOP

SHED

12.17

POOL



CONC.  
DRIVE

\_\_\_\_\_

3/4" PIPE  
FOUND

TIE LINE  
S28° 47' 4

1/2" PIN  
FOUND

11845

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2 -

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**8.8**

GREEN POND RD.  
66' R/W

### GRAPHIC SCALE



( IN FEET )