

STATE OF SOUTH CAROLINA]

] **ENCROACHMENT AGREEMENT**

YORK COUNTY]

THIS ENCROACHMENT AGREEMENT (this “**Agreement**”) is made and entered into by and between the **City of Tega Cay**, a South Carolina municipality, hereinafter at times referred to at time as the “**City**,” and **Ronald Popp and Susan Popp** (collectively, “**Popp**”), this ____ day of _____, 2020.

WITNESSETH:

1. RECITALS.

1.1 Popp is owner of a parcel of real estate, together with improvements thereon, located at 970 Knob Creek Lane, Tega Cay, S.C., as further shown on “Physical Survey of 970 Knob Creek Lane” by The Issacs Group and dated July 30, 2020, attached hereto as **Exhibit A** and incorporated herein by reference. (the “Survey”).

1.2 The City owns property adjoining the Popp property (“City Property”).

1.3 Popp desires to construct a fence, a portion of which will be on City Property, and will therefore encroach on the City Property, as shown by the area labeled “Encroachment Area” on the Survey.

2. GRANT OF ENCROACHMENT .

For the sum of Ten and no/100ths (\$10.00) Dollar, the sufficiency and receipt of which is hereby acknowledged, the City , its successors and assigns, does agree that Popp, their heirs, successors and assigns, may encroach on the City’s property, but only within the Encroachment Area, and subject to the terms and conditions of this Agreement. Said encroachment cannot be enlarged upon or changed to any other use, other than for use as described herein. The City grants such encroachment to Popp, AS-IS, WHERE IS, without any representation or warranty by the City, including without limitation, any representation or warranty as to title to the Encroachment Area, the physical condition of the Encroachment Area, or the suitability of the Encroachment Area for Popp’s use thereof pursuant to this Agreement.

3. OBLIGATIONS OF POPP.

3.1 Popp their heirs, successors and assigns, agree that they shall do nothing to enlarge the aforesaid Encroachment Area.

3.2 Popp, their heirs, successors and assigns, agree that the aforesaid Encroachment Area shall be maintained in an aesthetically pleasing manner (in the opinion of the City), and in good repair.

3.3 Popp for and on behalf of themselves, jointly and severally, their heirs, successors and assigns, agrees to indemnify, defend and hold harmless the City, its successors and assigns, from any loss, damages, cost and expenses, including court costs and reasonable attorneys' fees, incurred by City as a result of Popp's, or Popp's invitees, guests, employee's, agent's, or contractor's, successors and/or assigns actions on or within the Encroachment Area, and/or City's adjoining property.

3.4 Popp, and their heirs, successors and assigns, acknowledge and agree: 1) neither the City of Tega Cay, nor its employees, agents, or contractors shall be responsible for any damage resulting to the Encroachment Area resulting from the maintenance, or use, of the City's property, regardless of whether such maintenance, and or use, is negligent; 2) the Encroachment Area is located within the City Property and therefore members of the general public may have certain rights to enter and use the Encroachment Area.

3.5 Popp, and/or their heirs, successors or assigns, shall not acquire any legal title or interest in the Encroachment Area, pursuant to this Agreement or otherwise. Popp, their heirs, successors and assigns agrees that the use of the Encroachment Area is by permissive use only, subject to the terms and conditions of this Agreement.

4. MISCELLANEOUS PROVISIONS.

4.1 This agreement shall be binding upon and shall inure to the benefit of the City and Popp, their respective heirs, successors and assigns.

4.2 This Agreement shall be controlled by the laws of the State of South Carolina. Each party to this Agreement hereby irrevocably agrees that any legal action

or proceeding arising out of or relating to this Agreement or any of the agreements or transactions contemplated hereby must be brought in the courts of York County, in the State of South Carolina and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals on the date first above written.

Witnesses as to the City of Tega Cay

THE CITY OF TEGA CAY

By: Charlie Funderburk
Its: City Manager

Witnesses as to Ronald Popp

_____(SEAL)
By: Ronald Popp

Witnesses as to Susan Popp

_____(SEAL)
By: Susan Popp

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGMENT

The foregoing Encroachment Agreement was acknowledged before me this _____ day of _____, 2020 by Charlie Funderburk as City Manager for and on behalf of the **City of Tega Cay**, a South Carolina municipality.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires:_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGMENT

The foregoing Encroachment Agreement was acknowledged before me this _____ day of September, 2020 by **Ronald Popp** individually.

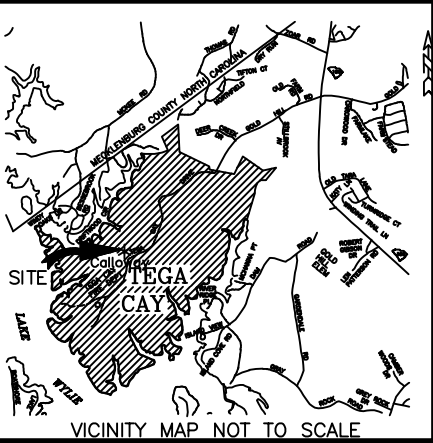
_____(SEAL)
Notary Public for South Carolina
My Commission Expires:_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGMENT

The foregoing Encroachment Agreement was acknowledged before me this _____ day of September, 2020 by **Susan Popp** individually.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires:_____



SURVEYOR'S CERTIFICATE:

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.

PRELIMINARY PLAT FOR "REVIEW" ONLY

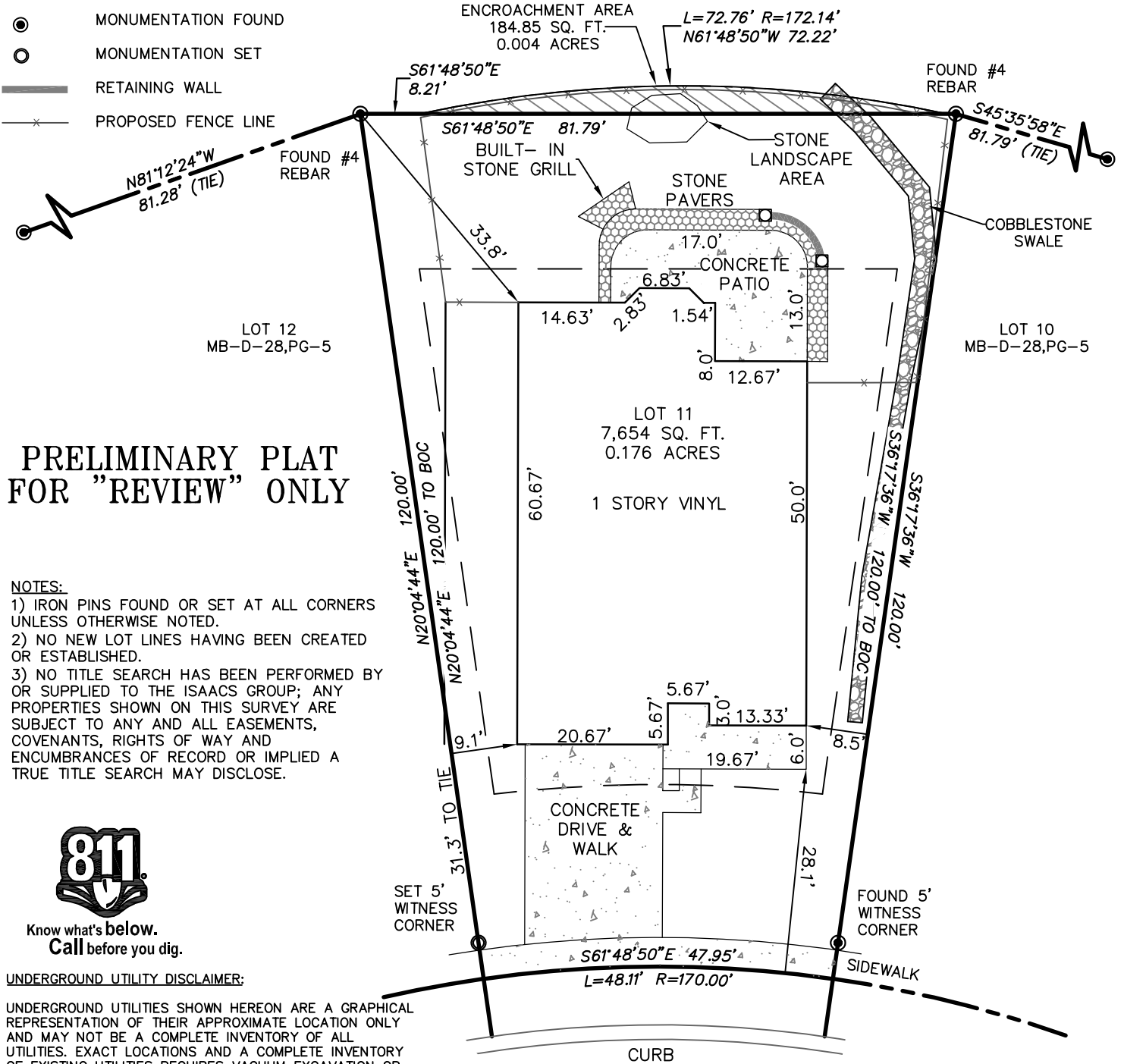
STEPHEN S. DYER, S.C.P.L.S. #19894
S.C. FIRM LICENSE #C-01037

LEGEND:

- R/W RIGHT OF WAY
- SY SIDE YARD
- RY REAR YARD
- BOC BACK OF CURB
- MONUMENTATION FOUND
- MONUMENTATION SET
- ▬ RETAINING WALL
- - - PROPOSED FENCE LINE

PRELIMINARY PLAT FOR "REVIEW" ONLY

LAND USE BUFFER
MB-D-28,PG-5



PRELIMINARY PLAT FOR "REVIEW" ONLY

NOTES:

- 1) IRON PINS FOUND OR SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- 2) NO NEW LOT LINES HAVING BEEN CREATED OR ESTABLISHED.
- 3) NO TITLE SEARCH HAS BEEN PERFORMED BY OR SUPPLIED TO THE ISAACS GROUP; ANY PROPERTIES SHOWN ON THIS SURVEY ARE SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, RIGHTS OF WAY AND ENCUMBRANCES OF RECORD OR IMPLIED A TRUE TITLE SEARCH MAY DISCLOSE.

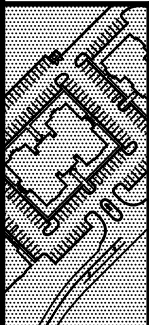
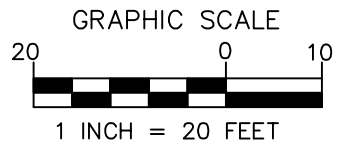


Know what's below.
Call before you dig.

UNDERGROUND UTILITY DISCLAIMER:

UNDERGROUND UTILITIES SHOWN HEREON ARE A GRAPHICAL REPRESENTATION OF THEIR APPROXIMATE LOCATION ONLY AND MAY NOT BE A COMPLETE INVENTORY OF ALL UTILITIES. EXACT LOCATIONS AND A COMPLETE INVENTORY OF EXISTING UTILITIES REQUIRES VACUUM EXCAVATION OR SIMILAR NON-DESTRUCTIVE FORM OF VERIFICATION, WHICH HAS NOT BEEN PERFORMED ON THIS PROJECT. THE ISAACS GROUP, P.C. ACCEPTS NO RESPONSIBILITY FOR THE EXACT LOCATION OF SITE UTILITIES SHOWN OR FOR UTILITIES NOT SHOWN ON THIS MAP. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, CONTACT 811 (WWW.CALL811.COM) OR A PRIVATE UTILITY LOCATOR AS NEEDED TO VERIFY THE LOCATIONS AND EXISTENCE OF EXISTING UTILITIES.

KNOB CREEK LANE
50' PUBLIC R/W



ISAACS GROUP
CIVIL ENGINEERING DESIGN AND CONSULTING
8720 RED OAK BLVD., SUITE 420
CHARLOTTE, N.C. 28217
PH. (704) 527-3440 FAX (704) 527-8335
N.C. LICENSE C-1069 ~ S.C. LICENSE COA #1037

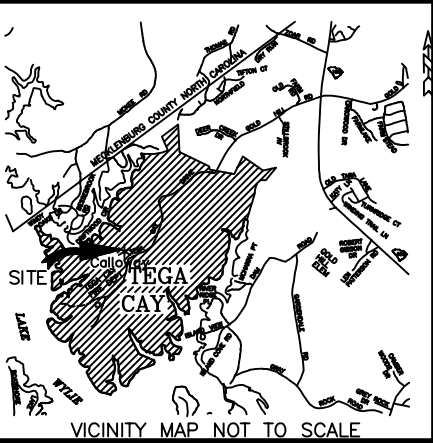
THIS IS TO CERTIFY THAT THE PROPERTY SHOWN ON THIS PLAT IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION COMMUNITY PANEL NUMBER 370478065 E DATED: FEBRUARY 4, 2004 ZONE X.

PHYSICAL SURVEY OF

970 KNOB CREEK LANE
LOT 11, LAKESHORE ON LAKE WYLIE POD E
CALLOWAY VILLAGE MAP 1 OF 3
TEGA CAY, YORK COUNTY, SOUTH CAROLINA
OWNER: RONALD POPP & SUSAN POPP

REVISION 0 MB. D-28 PG. 5

Date: 7/31/2020
File #: 970 KNOB CREEK
Project Pls: SSD
Drawn By: DFC
Surveyed By: JBT



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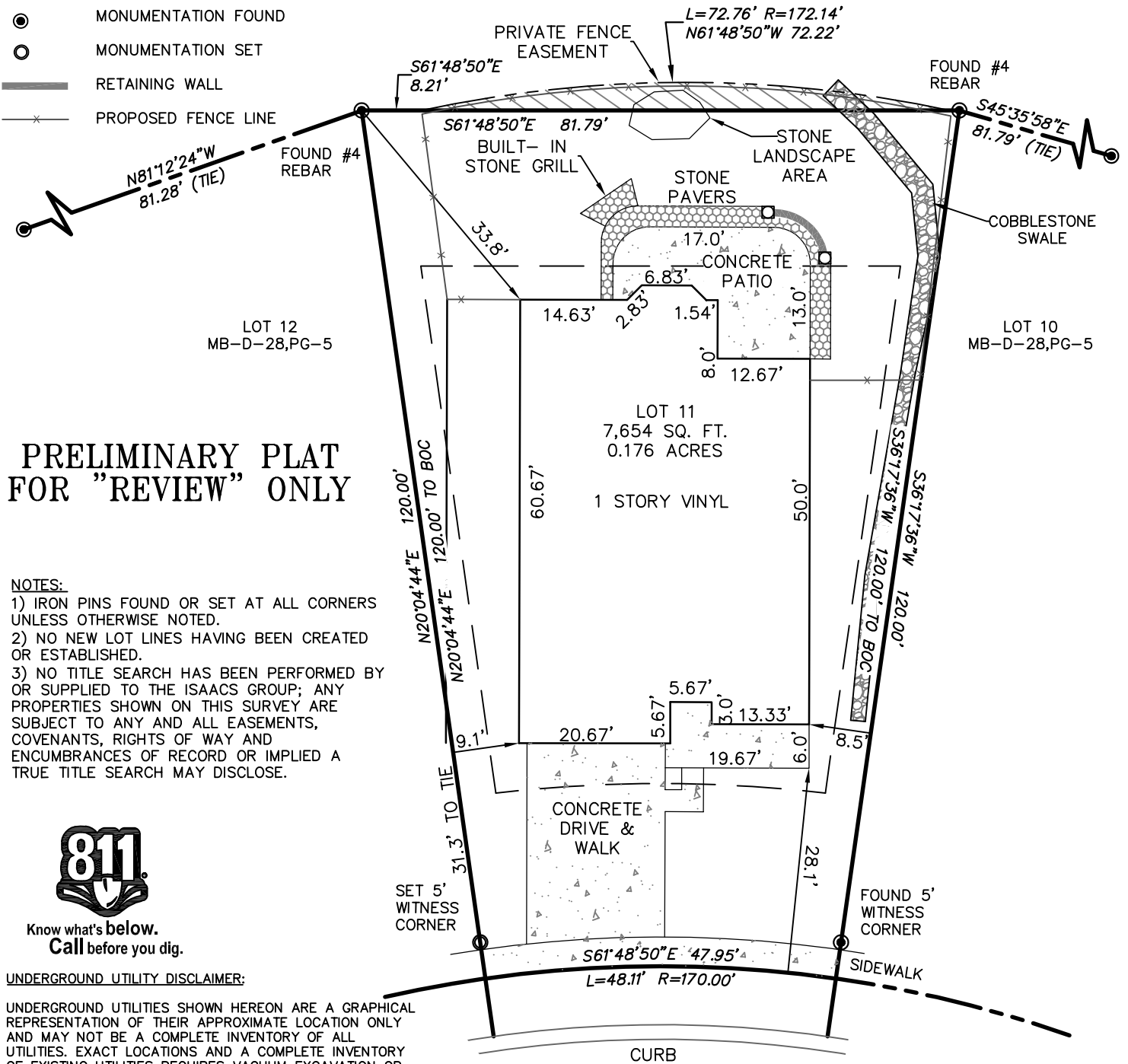
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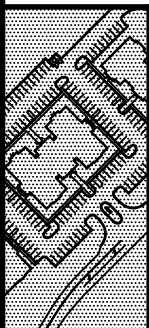
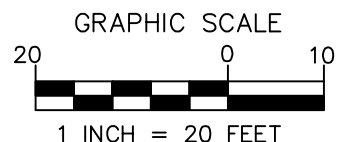


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