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Walkway Owner

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ENCROACHMENT AND EASEMENT AGREEMENT

THIS ENCROACHMENT AND EASEMENT AGREEMENT (the "Agreement") entered into by and between **GHC, LLC**, a South Carolina limited liability company having an address of P.O. Box 6509, Hilton Head Island, South Carolina 29938 ("GHC") and **MARY R. DRIESSEN**, having an address of P.O. Box 23301, Hilton Head Island, South Carolina 29925 ("Driessen").

WHEREAS, GHC, is the owner of two single family residential improved lots generally known as Parcel 2B1 and Parcel 2B2, Bradley Circle, having mailing addresses of 10 and 20 Horvath Peninsula, Beaufort County Tax Parcels #R510-009-000-1087-000 and #R510-009-000-1073-000 ("Parcel 2B1 and Parcel 2B2" respectively), which properties are shown and depicted as "Parcel 2B1" and "Parcel 2B2" on that certain plat entitled "Subdivision of Parcel A and Parcel B" prepared by Horizon Surveying Associates, Inc., Michael A. Mack recorded in the Beaufort County Register of Deeds Office in Plat Book 86 at Page 116; and

#16 & #20 Horvath

*** **WHEREAS**, Driessen is the owner of certain real property known hereinafter as "12' Walk Easement" which consists of a 12' wide strip of land adjacent to and south of Parcel 2B1 and Parcel 2B2; and

Walkway Owned by Driesen

WHEREAS, a portion of the homes constructed on Parcel 2B1 and Parcel 2B2 encroach onto the 12' Walk Easement said encroachment hereinafter referred to as "Wall Encroachments"; and

WHEREAS, a portion of the Wall Encroachments are depicted on a survey entitled "Parcel Mortgage & Beach Act Disclosure Plat of Parcel 2B2 Horvaths Peninsula a portion of Bradley Beach" prepared by Surveying Consultants, Terry G. Hatchell, S.C.R.L.S. #11059 dated August 2, 2002 and recorded in the Beaufort County Register of Deeds Office in Plat Book 89 at Page 31 ("Encroachment Survey"); and

WHEREAS, it is the intention of Driessen, subject to the conditions expressed herein to allow and permit the Wall Encroachments onto the 12' Walk Easement owned by Driessen, her heirs, successors and assigns, which shall be binding upon all future owners of the 12' Walk Easement forever.

NOW, THEREFORE, the premises considered and for and in consideration of SEVEN THOUSAND DOLLARS ($7,000.00) and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement: Driessen has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto GHC, its successors and assigns forever, the right and easement for the continued existence of the Wall Encroachments as currently existing and as set forth on the

Encroachment Survey; subject, however, to the terms and conditions of this Agreement and for the term hereinafter specified.

2. Terms and Conditions:

   a. The easement and encroachment allowed and granted herein shall terminate only if the Wall Encroachments are totally destroyed by a casualty, and the walls may be rebuilt in a manner so that the encroachments shall no longer be on the 12' Walk Easement. After such removal the then owner of the 12' Walk Easement shall have no further obligation to allow the within Wall Encroachment, and the easement therefore shall be terminated.

   b. GHC, its successors and assigns will not assert adverse possession as to that portion of the 12' Walk Easement on which the Wall Encroachments lie.

   c. The Wall Encroachment easements shall include the right of the Owner(s) of Parcel 2B1 and Parcel 2B2 to access the 12' Wall Easement to maintain and repair the improvements constituting the Wall Encroachment.

3. Severability. In the event any provision hereof is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

4. Entire Agreement. This Agreement, together with the exhibits, contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions, are deemed to be merged in this Agreement. This Agreement may not be modified except by written modification executed by all parties hereto.

5. Attorney's Fees and Costs. In the event it is necessary for any party to this Agreement to initiate any legal proceeding whatsoever for the purpose of enforcing its rights under this Agreement, regardless of whether a formal action is commenced in a court of competent jurisdiction, the prevailing party is entitled to recover any and all expenses, including but not limited to, court costs and reasonable attorney's fees incurred in connection therewith.

6. Governing Law. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of South Carolina.

7. Successors and Assigns: This Encroachment Agreement shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto their respective heirs, successors and assigns.

8. Miscellaneous. This Agreement may be executed in counterparts, each of which shall be considered an original. This Agreement shall be recorded and shall run with the land so that future owners of Parcel 2B1 and Parcel 2B2 and the 12' Walk Easement shall be bound by this Agreement.

WITNESS our hands and seals this 22nd day of August, 2002.

WITNESSES:

Roberta P. Richardson

By: Mary R. Driessen
Mary R. Driessen

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Mary R. Driessen, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22nd day of August, 2002.

NOTARY PUBLIC FO SOUTH CAROLINA (SEAL)
My commission expires: 1/22/2003

George Darneu
689-3840

WITNESSES:

GHC, LLC

Patricia Shannon

By: _____
Myron M. Knott
Its: Manager

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that Myron M. Knott as Manager of GHC, LLC personally appeared before me this day on behalf of the corporation and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28rd day of August, 2002

Patricia Shannon (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: 12/05/05

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