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STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

**JOINT DOCK AGREEMENT**

This Joint Dock Agreement (the "Agreement") is made and entered into this 22 day of April, 2011, by and between Stephen M. Broderick and Celeste Broderick (collectively "Broderick") having an address of: 6140 Rio Vista Lane, Johns Island, South Carolina, 29455 and deRosset Myers, Jr. and Felicity C. Myers (collectively "Myers") having an address of: 600 LaBruce Lane, Columbia, South Carolina, 29205. Broderick and Myers sometimes herein referred to individually as "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, Broderick, is the owner of the property known as Lot 3B, Tacky Point Farm, located on Tacky Point Road Extension, Wadmalaw Island, S.C., identified by TMS No: 156-00-00-236, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Lot 3B") and Myers, by deed of conveyance from Broderick dated and to be recorded prior to this Agreement, is the owner of the property known as Lot 3A, Tacky Point Farm, located at 1785 Tacky Point Road Extension, Wadmalaw Island, S.C., identified by TMS No: 156-00-00-064, as more particularly described in Exhibit "B" attached hereto and incorporated herein by reference ("Lot 3A"). Lot 3A and Lot 3B sometimes herein referred to collectively as the "Lots"; and

**WHEREAS**, the Lots share a joint dock (the "Joint Dock") for the joint and shared use by the present owners of Lot 3A and their heirs, assigns and successors-in-title to Lot 3A (collectively the "Lot 3A Owners") and the present owners of Lot 3B and their heirs, assigns and successors-in-title to Lot 3B (collectively the "Lot 3B Owners") in accordance with the terms and provisions of the permit for said Joint Dock issued by the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management ("OCRM") Permit No, OCRM-07-317-M, as may be amended or supplemented (the "Permit"), and upon the terms, covenants and conditions more particularly set forth herein. The Lot 3A Owners and the Lot 3B Owners sometimes herein referred to individually as a "Lot Owner" and collectively as the "Lot Owners"; and

**WHEREAS**, pursuant to the terms, covenants and conditions of the Agreement to Buy and Sell Real Estate pursuant to which Myers as buyer acquired Lot 3A from Broderick as seller there are obligations of Broderick, at Broderick's sole cost and expense: (i) to construct a pump house for the installation of a well pump at one (1) of the two (2) wells located on Lot 3A which said well is on the western portion of Lot 3A and is the well on Lot 3A which is not being used to service the dwelling on Lot 3A, (ii) to provide and install a well pump in the pump house which well pump is adequate and sufficient for the purpose of providing non-potable water at the pierhead of the Joint Dock, (iii) to install or cause to be provided sufficient electrical power for the pump house for the operation of the well pump for the purpose of providing non-potable water to the pierhead of the Joint Dock, and (iv) to provide and install both electrical power lines and non-potable water lines from the Joint Dock Well, as defined below, to the pierhead of the Joint Dock for the purpose of providing power and non-potable water to the pierhead of the Joint Dock. Collectively the pump house, the well pump, and the electrical power to operate same as described herein above shall be collectively referred to as the "Joint Dock Well"; and

**WHEREAS**, the Parties agree and acknowledge that all costs and expenses to operate, maintain, repair, replace, pay utility expenses and otherwise keep the electrical power lines and non-potable water lines to be provided by Broderick prior to the date of this Agreement from the Joint Dock Well to the pierhead of the Joint Dock in reasonable condition and repair for the purpose of providing power and non-potable water to a joint dock similarly situated to the Joint Dock shall be paid equally by the Lot 3A Owners and the Lot 3B Owners; and

**WHEREAS**, as set forth herein below, this Agreement is intended by the Parties to set forth the rights, duties and obligations of the Parties, the Lot 3A Owners and the Lot 3B Owners as to the Joint Dock, and the Joint Dock Well and this Agreement shall be binding upon and shall be deemed to be an easement running with the title to Lot 3A and Lot 3B.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, and in further consideration of the mutual covenants, terms and conditions set forth herein, the Brodericks and the Myers do hereby covenant and agree as follows:

1. Recitals. The foregoing Recitals are incorporated herein by reference.
2. Joint Use and Enjoyment of Dock. Except as hereinafter provided, the Lot 3A Owners and the Lot 3B Owners shall be entitled to the joint use and enjoyment of the Joint Dock, except that:
  - (a) the floating dock and gangplank on the south side of the Joint Dock (the "Lot 3A Floating Dock") shall be for the exclusive use and enjoyment of the Lot 3A Owners;
  - (b) the floating dock and gangplank on the north side of the Joint Dock (the "Lot 3B Floating Dock") shall be for the exclusive use and enjoyment of the Lot 3B Owners;
  - (c) that portion of the Joint Dock extending from Lot 3A to the point where it intersects with that portion of the Joint Dock, shall be for the exclusive use and enjoyment of the Lot 3A Owners; and
  - (d) that portion of the Joint Dock extending from Lot 3B to the point where it intersects with that portion of the Joint Dock shall be for the exclusive use and enjoyment of the Lot 3B Owners.
3. Future Boatlift. At any time hereafter either or both of the Lot 3A Owners and/or the Lot 3 B Owners each may apply for all necessary approvals to construct separate boatlifts to be used on that portion of the Joint Dock designated for the exclusive use and enjoyment of each respective Lot Owner as set out in Sections 1 (c) and 1 (d) above, at the sole cost and expense of the Lot Owner so making application and at the sole cost and expense of the Lot Owner constructing a separate boatlift. Broderick and the Myers each agree, which

agreement is material to the terms, covenants and conditions of this Agreement and was bargained for by the Parties hereto, that neither Broderick nor Myers will oppose the other Party's attempts to obtain the necessary approvals for the construction of a boatlift on that portion of the Joint Dock designated for the exclusive use and enjoyment of said Party making application for approval for the construction of said boatlift.

4. Joint Dock Maintenance, Repair Cost, Taxes, Insurance, Utilities and Other Expenses. All portions of the Joint Dock shall be kept in reasonable repair and maintained in a safe condition at all times. Except as otherwise provided herein, the Lot 3A Owners and the Lot 3B Owners shall share equally all future maintenance, repair, replacement and other expenses for the Joint Dock and the Joint Dock Well. All costs and expenses to maintain, repair, replace, pay utility expenses and otherwise keep the electrical power lines and the water lines in a reasonable condition and repair shall be an expense which will be shared equally by the Lot 3A Owners and the Lot 3B Owners. All future maintenance, repair and replacement costs for the Lot 3A Floating Dock and gangplank and, if constructed, the Lot 3A Boatlift shall be borne exclusively by the Lot 3A Owners. All future maintenance, repair and replacement costs for the Lot 3B Floating Dock and gangplank and, if constructed, the Lot 3B Boatlift shall be borne exclusively by the Lot 3B Owners. If there is ever a dispute between the Lot 3A Owners and the Lot 3B Owners as to whether or not the Joint Dock, the Joint Dock Well and electrical powers lines and non-potable water lines from the Joint Dock Well to the pierhead of the Joint Dock are in need repair, replacement or maintenance, the Parties shall apply the standards, rules and regulations in effect for OCRM and the County of Charleston, as same may be amended from time to time, for a determination of the need for repair of the Joint Dock, the Joint Well and electrical powers lines and non-potable water lines from the Joint Dock Well to the pierhead of the Joint Dock to repair, replace or maintain same in a safe and reasonable condition of repair and maintenance. The Lot 3A Owners or the Lot 3B Owners shall each insure their interests in the Joint Dock.
  
5. Remedies. Should any either the Lot 3A Owners or the Lot 3B Owners breach any of the terms, covenants and conditions of this Agreement, or should payment for any shared costs or expenses not be made in full to the other Lot Owner within thirty (30) days of service of notice as herein provided, then, in such event, the defaulting Lot Owner shall forfeit all rights to use the Joint Dock, together with any pier, pierhead, gangways and floats as may exist on the Joint Dock, until and unless the payments due hereunder are properly paid with interest at the rate of one and one-half (1 1/2%) percent per month following expiration of the thirty (30) day notice period. Should payment for any shared costs or expenses not be made in full to the other Lot Owner within 120 days of service of notice as herein provided, then, in such event, the defaulting Lot Owner shall forever forfeit all rights to use the Dock, pier, pierhead, gangways and floats, unless the defaulting Lot Owner files suit in a Charleston County court having jurisdiction within such 120 day period to contest the amounts claimed as owed and to resolve the dispute. If the defaulting Lot Owner fails to pay the amount determined by such court to be owing within thirty (30) days of such court issuing the Order, the defaulting Lot Owner shall forever forfeit all rights to use the Joint Dock, pier, pierhead, gangways and floats. The nondefaulting Lot Owner shall also have the right to seek any other legal or equitable remedy as a result of such default, including the right to place a lien on the defaulting Lot

Owner's lot to secure payment of delinquent costs and expenses.

6. Notice. Any notices required or permitted to be given by this Agreement shall be mailed via certified mail, return receipt requested, postage prepaid, personally delivered, or shipped via Federal Express or other "next day" courier delivery to the address set forth herein above. The Lot 3A Owners and the Lot 3B Owners shall promptly give written notice to each other as provided in this section of any change of address and personal delivery, mailing, or shipment to the addresses set forth above for each of the Lot 3A Owners and the Lot 3B Owners shall be deemed sufficient unless written notification of a change of address has been received, or if no alternate address is provided, the Lot Owner seeking to provide notice may elect to provide notice to the other Lot Owner to the last address shown in the Charleston County Assessor's Office property tax records for the tax year in which the notice is to be given. Notice shall be deemed received: (a) three (3) business days following mailing via certified mail return receipt requested, or (b) one (1) business day after timely deposit with a generally recognized overnight courier service for next business day delivery, or (c) upon actual receipt of notice, whichever is earliest. Notice to any one joint owner of a lot shall be deemed notice to all. In the case of a corporate owner, service may be made as provided by statute for service of civil matters or by leaving a copy of the notice with an officer of the corporation.
7. Amendment. This Agreement may be amended at any time by the mutual consent of both owners.
8. Entire Agreement. This Agreement contains the entire agreement and understanding by and between the Parties hereto, and no representations, promises, agreements or understandings, written or oral, relating to the subject matter of this Agreement not contained herein shall be of any force or effect.
9. Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their successors, successors in title and permitted assigns.
10. Governing Law. This instrument shall be governed by the laws of the State of South Carolina.
11. Miscellaneous.
  - (a) The Lot 3A Owners and the Lot 3B Owners agree to cooperate during necessary improvements, repairs and maintenance to the Joint Dock, the Joint Dock Well and electrical powers lines and non-potable water lines from the Joint Dock Well to the pierhead of the Joint Dock and shall allow access over and across each Lot Owner's lot to the other Lot Owner for purpose of pedestrian and vehicular access if necessary to facilitate improvements, repairs and maintenance of the Joint Dock the Joint Dock Well and electrical powers lines and non-potable water lines from the Joint Dock Well to the pierhead of the Joint Dock. Toward this end the Lot 3A Owners and the Lot 3B Owners each grant to the other Lot Owner an easement for ingress and egress over and across Lot 3A to the Lot 3B Owners and over and across Lot 3B as to the Lot 3A Owners for the purpose of improvements, repairs and maintenance to preserve, repair and maintain the Joint Dock, the Joint Well and


electrical powers lines and non-potable water lines from the Joint Dock Well to the pierhead of the Joint Dock.

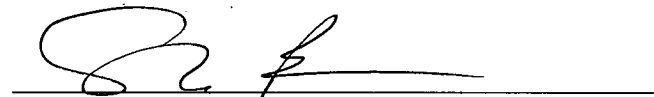
- (b) The Lot 3A Owners and the Lot 3B Owners agree to promptly upon request one from the other Lot Owner to contribute funds necessary to pay each lot Owner's one half share for the costs of any repairs, replacement and maintenance of the Joint Dock, the Joint Well and electrical powers lines and non-potable water lines from the Joint Dock Well to the pierhead of the Joint Dock and any other costs incident to and reasonably necessary for the use and maintenance of the Joint Dock, the Joint Well and electrical powers lines and non-potable water lines from the Joint Dock Well to the pierhead of the Joint Dock.
- (c) INTENTIONALLY OMITTED.
- (d) The Lot 3A Owners and the Lot 3B Owners agree to jointly own and use the Joint Dock and to limit the use of the Joint Dock to immediate family members of each Lot Owner, and invited guests only. The Joint Dock shall otherwise remain private and no other person or persons shall be permitted to access the Joint Dock either by land or by water without the express permission of each Party hereto, which permission shall not be unreasonably withheld or delayed.
- (e) The Lot 3A Owners and the Lot 3B Owners agree to cooperate with the other Lot Owner and with Charleston County to obtain a tax assessment determination that will result in one half of the value of the Joint Dock as an improvement to each of the two lots, Lot 3A and Lot 3B, (excluding those portions of the Joint Dock reserved for the exclusive use and enjoyment of the other Lot Owner) being taxed to the Lot 3A Owners and the other one half of value of the Joint Dock as an improvement to the two lots, Lot 3A and Lot 3B, (excluding those portions of the Joint Dock reserved for the exclusive use and enjoyment of the other Lot Owner) being taxed to the Lot 3B Owner.

This Joint Dock Agreement shall constitute an easement running with the title to Lot 3A and Lot 3B, Tacky Point Farm, and shall be binding upon the undersigned Parties, their heirs, successors, assigns and personal representatives for so long as there exists a Joint Dock. Any conveyance of the within property, or any part thereof, shall be subject to this Joint Dock Agreement.


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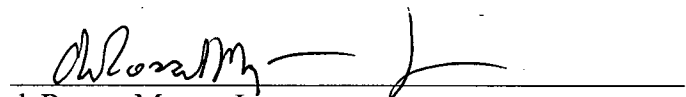
IN WITNESS WHEREOF, the Parties have affixed their hands and seals as of this 22<sup>nd</sup> day of April, 2011.

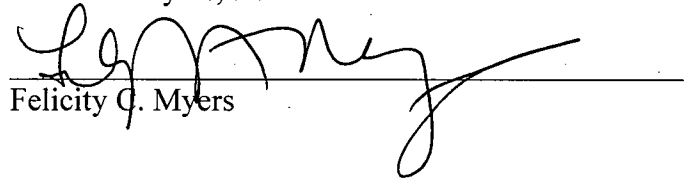
  
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Raina A. Rubin

  
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Stephen M. Broderick

  
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Celeste Broderick

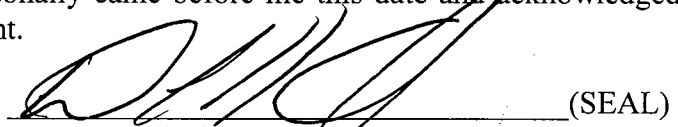
  
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Raina A. Rubin

  
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deRosset Myers, Jr.

  
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Felicity C. Myers

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  )       ACKNOWLEDGMENT  
COUNTY OF CHARLESTON            )

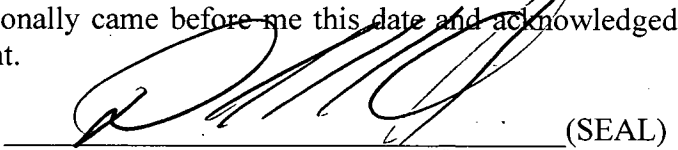
I, David H. Crawford, a Notary Public of the county and state aforesaid, certify that Stephen M. Broderick and Celeste Broderick, both personally came before me this date and acknowledged the due execution of the foregoing instrument.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 8/11/18

(SEAL)

STATE OF SOUTH CAROLINA            )  
  )  
  )       ACKNOWLEDGMENT  
COUNTY OF CHARLESTON            )

I, David H. Crawford, a Notary Public of the county and state aforesaid, certify that deRosset Myers, Jr. and Felicity C. Myers, both personally came before me this date and acknowledged the due execution of the foregoing instrument.

  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 8/11/18

(SEAL)

## Exhibit A

## Legal Description of Lot 3A

ALL that certain piece, parcel or lot of land, situate, lying and being on Wadmalaw Island in the County of Charleston, State of South Carolina, known and designated as **LOT 3A, with 64.823 sq. ft., 1.49 acres**, more or less, as shown on a plat entitled "PLAT SHOWING THE SUBDIVISION OF LOT 3 INTO LOT 3A AND LOT 3B, TAR KILN SUBDIVISION, LOCATED ON WADMALAW ISLAND, CHARLESTON COUNTY, S.C." prepared by Anderson & Associates Land Surveying and Planning, Inc., dated September 15, 2006, revised September 11, 2008, and recorded on September 26, 2008, in the RMC Office for Charleston County in Plat Book S08, at Page 0070. Said lot having such size, shape, dimensions, buttings and boundings as are shown on said plat.

## Exhibit B

## Legal Description of Lot 3B

ALL that certain piece, parcel or lot of land, situate, lying and being on Wadmalaw Island in the County of Charleston, State of South Carolina, known and designated as **LOT 3B, with 54,146 sq. ft., 1.24 acres**, more or less, as shown on a plat entitled "PLAT SHOWING THE SUBDIVISION OF LOT 3 INTO LOT 3A AND LOT 3B, TAR KILN SUBDIVISION, LOCATED ON WADMALAW ISLAND, CHARLESTON COUNTY, S.C." prepared by Anderson & Associates Land Surveying and Planning, Inc., dated September 15, 2006, revised September 11, 2008, and recorded on September 26, 2008, in the RMC Office for Charleston County in Plat Book S08, at Page 0070. Said lot having such size, shape, dimensions, buttings and boundings as are shown on said plat.



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**Filed By:**

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**RECIPIENT:**

MYERS DEROSSET JR AL

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