

STATE OF SOUTH CAROLINA)
) GRANT OF RIGHT OF WAY AND EASEMENT
COUNTY OF COLLETON)

THIS EASEMENT, dated _____, 2018, by and between _____, (hereinafter the "Grantor"), and the TOWN OF EDISTO BEACH, SOUTH CAROLINA, a body politic organized and existing under the laws of the State of South Carolina, with its address being 2414 Murray Street, Edisto Beach, SC 29438 (hereinafter the "Town" or "Grantee").

WHEREAS, Grantor is the owner in fee simple of certain real property, situated in the Town of Edisto Beach and more particularly described as follows:

Property Address: _____; AND

Described in that certain deed to the Grantor recorded in Book _____, Page _____, in the Office of the ROD for Colleton County, SC, bearing TMS No. _____, (hereinafter the "Property"), and

WHEREAS, Grantor desires to grant a perpetual easement to the Town for the purposes stated below, and Town has agreed to accept such easement from Grantor.

NOW, THEREFORE, for a valuable consideration, including the benefits Grantor may derive therefrom, and the sum of FIVE and 00/100 (\$5.00) DOLLARS, the receipt of which is hereby acknowledged, the recitals set forth above are fully incorporated into this easement, and Grantor has dedicated, bargained, and conveyed, and by these presents does hereby dedicate, grant, and convey to the TOWN OF EDISTO BEACH, its successors and assigns, a perpetual, nonexclusive, irrevocable and assignable easement and right-of-way in, on, over, through, and across the hereinafter described land pursuant to the terms, uses, conditions, and restrictions set forth below for use by the Town, its representatives, agents, employees, officials, engineers, consultants, surveyors, contractors, subcontractors, permittees, assignees, general public, and invitees:

The easement area shall be that portion of the Property described as (hereinafter the "Easement Area"):

Being the same easement set forth and described in that certain plat of survey titled "_____" dated _____ and recorded in Book _____, Page _____, in the Office of the ROD for Colleton County, SC.

Grantor also grants and conveys to Town a nonexclusive access easement across any portion of the Property for the purpose of permitting Town's inspection and, if necessary, observation, construction, maintenance, and repair of the Town's work and activities within the Easement Area (hereinafter the "Access Easement");

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining;

TO HAVE AND TO HOLD, all and singular, the said easement before mentioned unto the said grantee, its successors and assigns forever;

AND the Grantor do/does hereby bind himself/herself/itself, themselves, their heirs, assigns, successors, executors and administrators, to warrant and forever defend, all and singular, the said easement unto the said Grantee, its successors and assigns, against Grantor(s) and their heirs, assigns, successors, executors and administrators, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

The terms, uses, conditions, and restrictions of the Easement are as follows:

1. This right of way and easement shall be appurtenant to and bind and run with the title to Grantor's property described herein and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The right of way and easement is granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns.

2. The Town shall have the right to temporarily or permanently assign this easement to the federal, state, or county governments, or any agencies or department thereof or any governmental authority formed to implement beach nourishment, renourishment and/or stabilization on the Ocean Beach in the Town, but only for the purposes set forth in this easement agreement. This easement shall be binding on the Grantor, Grantor's heirs, successors and assigns, and shall run with the title of the Property in perpetuity.

3. The Grantor grants and conveys by this right of way and easement to the Town, its successors and assigns, the following rights, provided that the failure of Town to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time from time to time to exercise any or all of same.

4. The Grantor hereby grants and conveys to the Town, a perpetual and assignable easement and right-of-way in, on, over and across the Easement Area for use by the Town, its representatives, agents, contractors, and assigns, to construct; preserve; patrol; operate; maintain; repair; rehabilitate; and replace; a public beach, a dune system, and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand; to accomplish any alterations of contours on said land; to construct berms and dunes; to nourish and renourish periodically; to move, store and remove equipment and supplies; to erect and remove temporary structures; and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Project, **together with the right of public use and access for the general public**; to plant vegetation on said dunes and berms; to erect, maintain and remove silt screens and sand fences; to facilitate preservation of dunes and vegetation through the limitation of access to dune areas; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement; reserving, however, to the Grantor, Grantor's heirs, successors and assigns, the right to construct improved dune overwalk structures in accordance with any applicable Federal, State or local laws or regulations, provided that such structures shall not violate the integrity of the dune in shape, dimension or function, and that prior approval of the plans and specifications for such structures is obtained from the designated representative of the Town and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the project; and further] reserving to the Grantor, Grantor's heirs, successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines.

5. Grantor acknowledges and agrees that use of the Ocean Beach is subject to traditional public trust rights. **This easement grants the right of public use and access of the Easement Area by the general public.** In addition, Town, its officers, employees, and agents may enter the Easement Area and the Access Easement whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain as may be necessary or convenient thereto. Grantor shall in all other respects remain the fee Grantor of the Property and Easement Area, subject to any existing traditional public trust rights, and may make all lawful uses of the Property not inconsistent with the easements described and conveyed herein or otherwise prohibited by law. This Easement and all of its covenants and conditions shall be binding upon Grantor and its agents, personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The designations Grantor and Town shall include the parties, their heirs, successors and assigns.

6. Definitions. The following capitalized terms as used in this Agreement shall have the following meanings:

Improved Dune Overwalk: A raised walkway constructed for the purpose of providing access to the Ocean Beach from points landward of the dune system.

Ocean Beach: The lands consisting of unconsolidated soil materials that extend for a distance of 100 yards east of the mean low water mark into the Atlantic Ocean landward to a point where either the

