

EDISTO BEACH
COASTAL STORM DAMAGE REDUCTION
GENERAL INVESTIGATION STUDY

APPENDIX K
REAL ESTATE

REAL ESTATE APPENDIX

Edisto Beach Coastal Storm Damage Reduction Project

Colleton County, South Carolina

Table of Contents

REAL ESTATE APPENDIX.....	i
Edisto Beach Coastal Storm Damage Reduction Project	i
SECTION 1. THE REAL ESTATE REPORT	1
1.1 Statement of Purpose	1
1.2 Study Authority.....	1
1.3 Project Location	1
1.4 Project Description.....	3
1.5 Real Estate Requirements.....	5
1.6 Utility/Facility Relocation.....	8
1.7 Existing Projects	8
1.8 Environmental Impacts	8
1.9 Project Sponsor Responsibilities and Capabilities	9
1.10 Government Owned Property	9
1.11 Historical Significance.....	9
1.12 Mineral Rights	9
1.13 Hazardous, Toxic, and Radioactive Waste (HTRW)	10
1.14 Navigation Servitude.....	10
1.15 Zoning Ordinances.....	10
1.16 Induced Flooding	10
1.17 Public Law 91-646, Relocation Assistance Benefits.....	10
1.18 Attitude of Property Owners.....	10
1.19 Acquisition Schedule	10
1.20 Estates for Proposed Project	10
1.21 Real Estate Estimate	12
1.22 Chart of Accounts	13
Exhibits	14

Figures:

Figure 1.3-1 Project Vicinity\Location Map.....	2
Figure 1.3-2 Location of Proposed Borrow Area.....	2
Figure 1.4-1 Project Reaches.....	3
Figure 1.4-2 Shore profile cross-section	4
Figure 1.4-3 Existing groins to be lengthened.....	4
Figure 1.5-1 Staging Area & Pier.....	6
Figure 1.5-2 Sample Upland Construction Limits Atlantic Reach	7
Figure 1.5-3 Sample Upland Construction Limits Inlet Reach	8

Tables:

Table 1.21-1 Real Estate Estimate.....	12
Table 1.22-1 Chart of Accounts.....	13

SECTION 1. THE REAL ESTATE REPORT

1.1 Statement of Purpose

This report is tentative in nature, focuses on the Tentatively Selected Plan, and is to be used for planning purposes only. There may be modifications to the plans that occur during Pre-construction, Engineering and Design (PED) phase, thus changing the final acquisition area(s) and/or administrative and land cost. The Real Estate Appendix is intended to support the Integrated Feasibility Report and Environmental Assessment the Edisto Beach Coastal Storm Damage Reduction Project. Numerous alternatives were considered for this project with Alternative 4 being the Tentatively Selected Plan which is also the National Economic Development Plan (NED). The author of this report is familiar with the Project area. The Town of Edisto Beach is the Non-Federal Sponsor (NFS) for the project. Date of this report is 27 June 2013.

1.2 Study Authority

The Edisto Beach Coastal Storm Damage Reduction GI Feasibility Study is being conducted in response to a resolution adopted on April 22, 1988 by the Committee on Environment and Public Works of the United States Senate:

“Resolved by the Committee on Environment and Public Works of the United States Senate, that the Secretary of the Army in accordance with the provisions of Section 110 of the River and Harbor Act of 1962, is hereby authorized to study, in cooperation with the State of South Carolina, its political subdivisions and agencies and instrumentalities thereof, the entire Coast of South Carolina in the interests of beach erosion control, hurricane protection and related purposes. Included in this study will be the development of a comprehensive body of knowledge, information, and data on coastal area changes and processes for such entire coast.”

1.3 Project Location

Edisto Beach is a barrier island located at the mouth of the South Edisto River in Colleton County, South Carolina, approximately 45 miles southwest of Charleston, South Carolina and approximately 20 miles east-northeast of Beaufort, South Carolina (Figure 1.3-1). The incorporated Town of Edisto Beach is located on the island, as is Edisto Beach State Park. Edisto Beach encompasses approximately six miles of sand shoreline, all of which are included as part of the current feasibility study. The study area also includes an offshore borrow site located approximately one mile offshore and extending to five miles offshore of Edisto Beach. The proposed borrow area shown on Figure 1.3-2 has been used previously for a locally funded project, and is known to contain beach compatible sand.

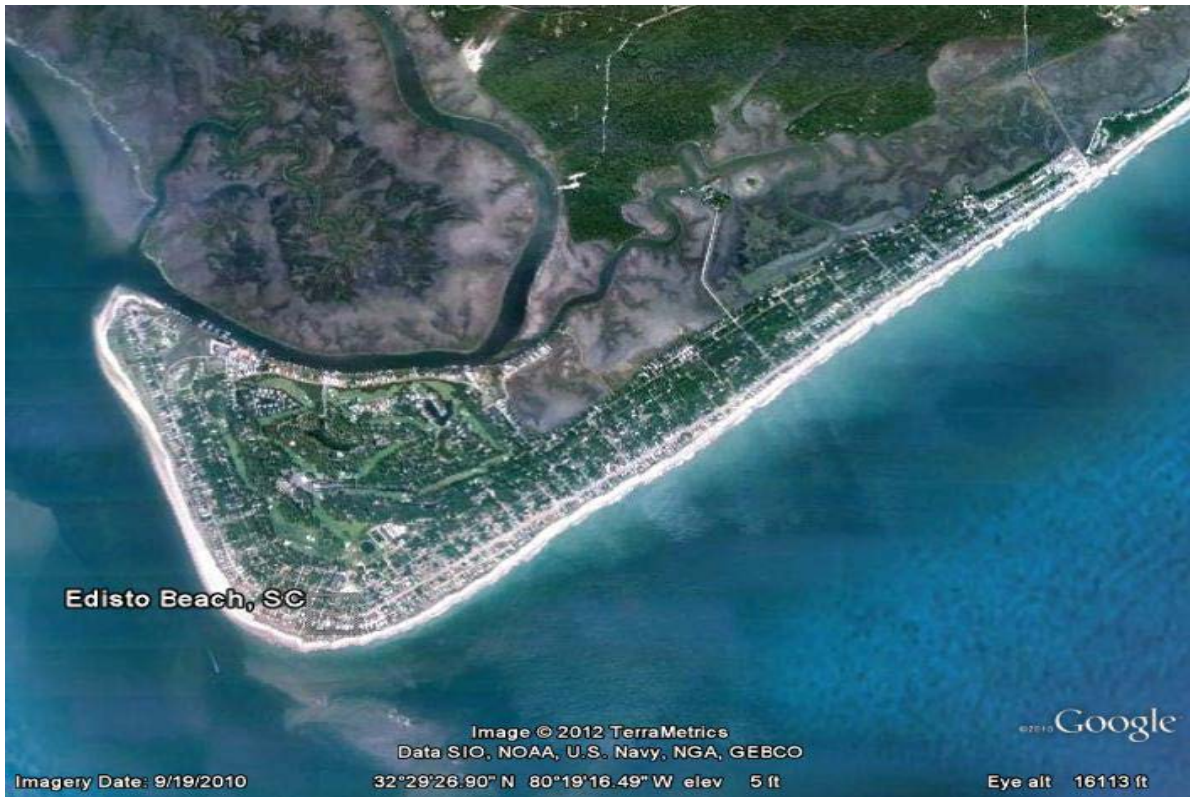


Figure 1.3-1 Project Vicinity/Location Map

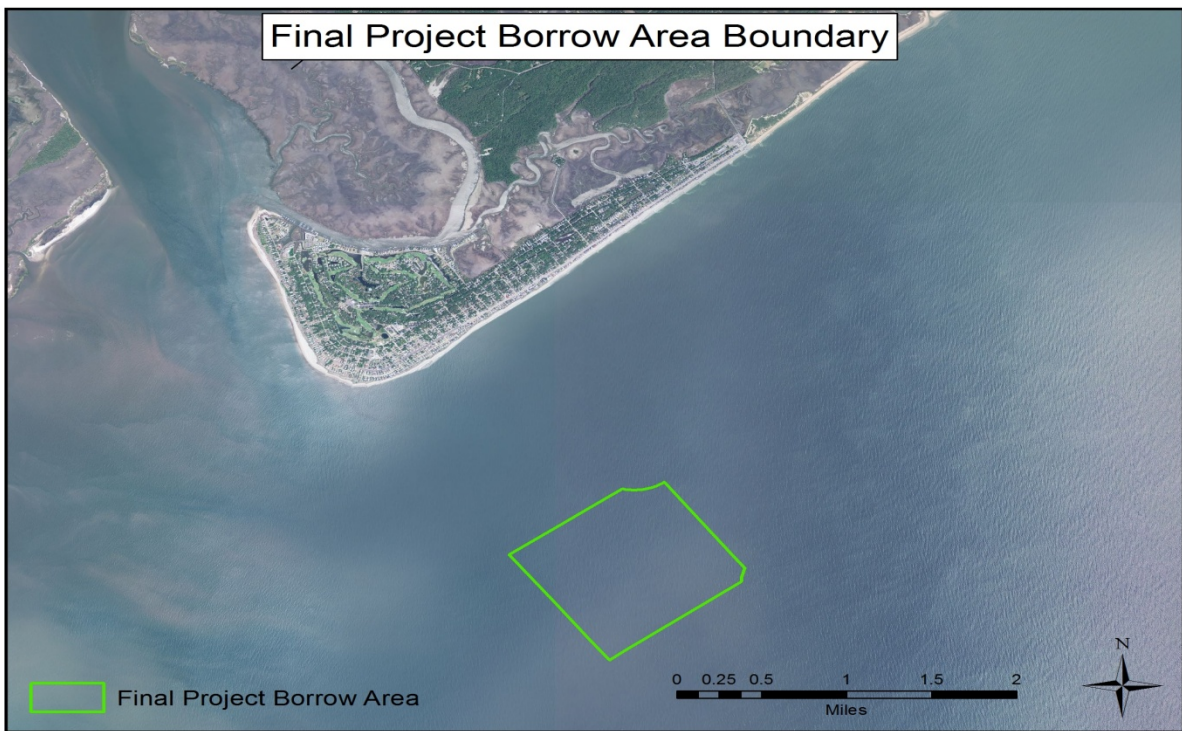


Figure 1.3-2 Location of Proposed Borrow Area

1.4 Project Description

This Real Estate Plan will focus on the recommended NED Plan which is alternative 4. For the purposes of alternative formulation, Edisto Beach was divided into three “planning reaches”, which are distinguished based on their existing shoreline morphology. These reaches are the Inlet Reach (I1-I4), Atlantic Reach South (P1, P2, E1-E6), and Atlantic Reach North (E7-E15). No alternatives were formulated for the Edisto Beach State Park area (SP1, SP2) since the area was not subject to any without project condition damages. However, any berm feature constructed across the entire Atlantic North Reach would need to be tapered off, with this berm taper extending into the State Park. A map of the reaches is shown on Figure 1.4-1.



Figure 1.4-1 Project Reaches

Alternative 4 consists of the following elements:

- 1) a 5,290 ft long, 14 ft high, 15 ft wide dune starting at the southwest end of the Town of Edisto Beach, followed by a 16,530 ft long, 15 ft high, 15 ft wide dune.
- 2) A 16,530 ft berm feature built at the existing berm height. The berm would start at the beginning of the 15 ft high dune feature, and would gradually taper over 1,900 ft into a 50 ft wide feature that would extend 6,330 ft. The berm would then taper wider over another 560 ft into a 75 ft wide feature that would extend 7,740 ft to the end of Groin 1.
- 3) Approximately 1,130 ft of total groin lengthening across 23 of the existing 34 groins constructed by the Town of Edisto between 1948 and 1975.

Figure 1.4-2 is an example of an idealized shore profile cross-section. Figure 1.4-3 shows the locations in red of the groins to be lengthened.

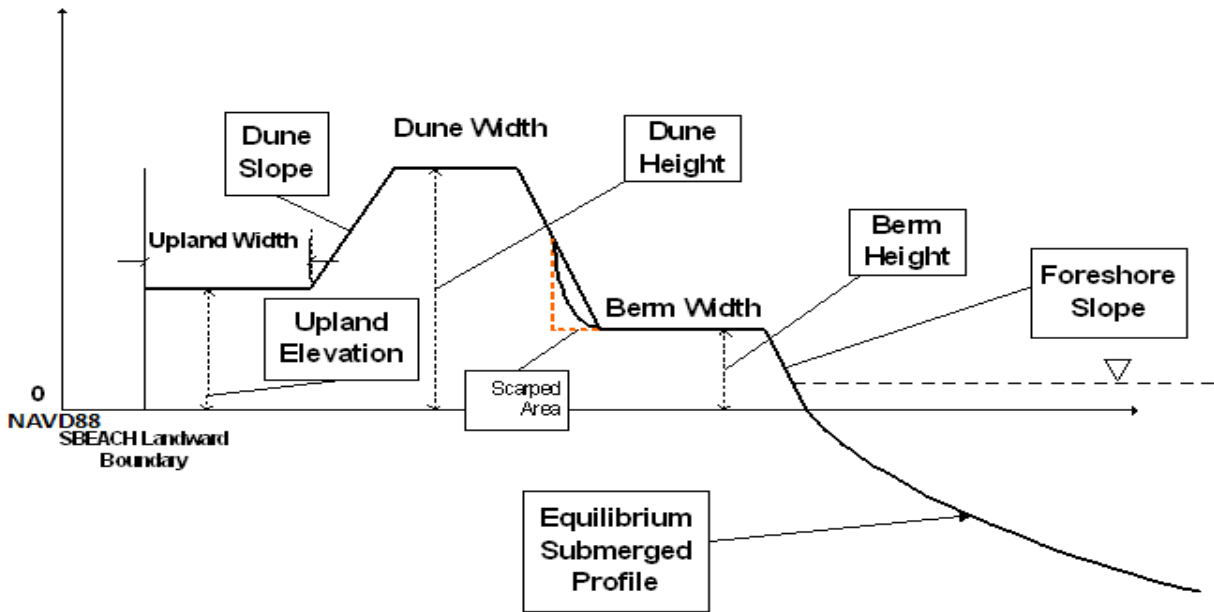


Figure 1.4-2 Shore profile cross-section

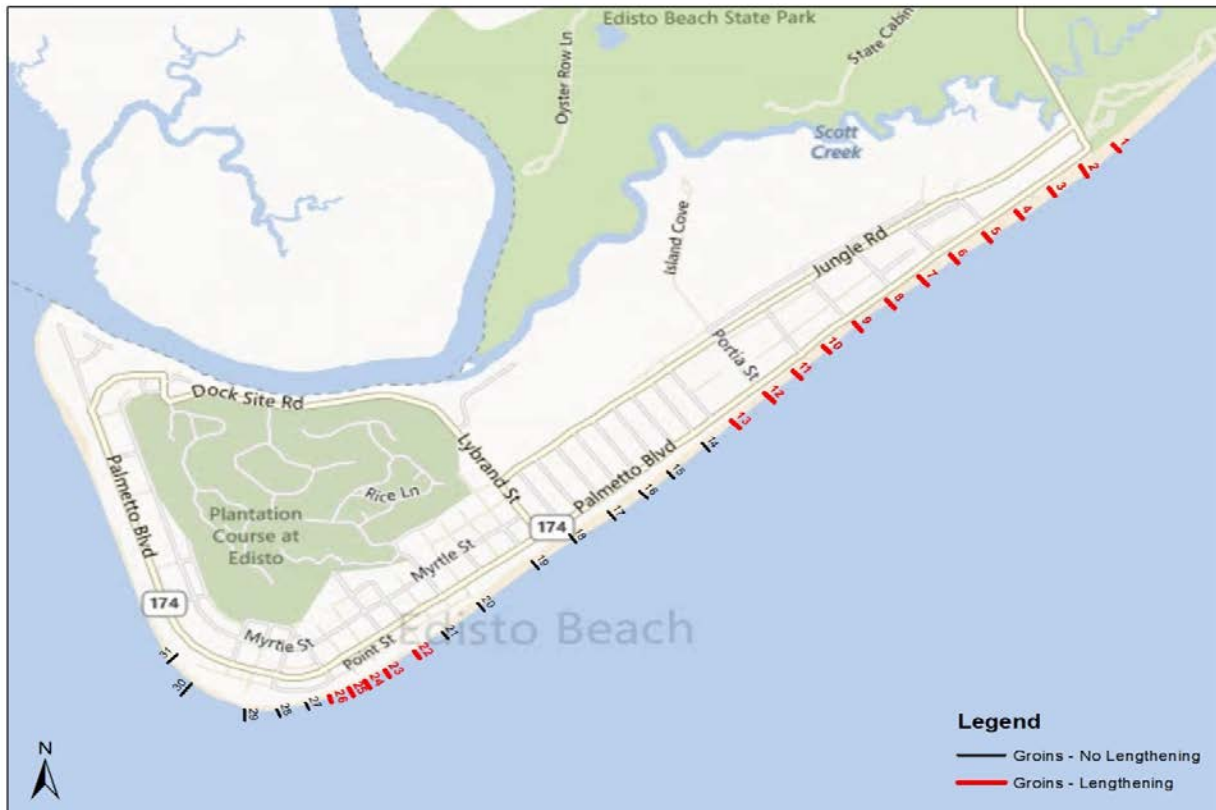


Figure 1.4-3 Existing groins to be lengthened

1.5 Real Estate Requirements

The requirements for lands, easements, right-of-ways and relocations, and disposal/borrow areas (LERRDs) include the right to construct a dune and berm system along the shoreline of Edisto Beach within the project limits. Based on project maps provided by Charleston District, the NFS will be required to acquire approximately 187 Perpetual Beach Storm Damage Reduction Easements over private property where the landward toe of the beach fill material is placed above the mean high water line. Improvements in the project area consist of 80 beach access walkovers throughout the project area and one fishing pier located on the north end of the project. The Storm Damage Reduction Easement does allow owners to construct and maintain walkover structures subject to sponsor approval. The landward construction line of the project will be placed to minimize effects on existing structures and every effort is made during construction to avoid damages to structures. The state of South Carolina claims ownership of all lands seaward of the last line a stable vegetation or all lands below the ordinary mean high water line. An perpetual easement from the State of South Carolina Budget and Control Board will be required for the placement of fill material in State owned water bottoms. The easement from the State will include lands necessary for the berm taper into the State Park and groin lengthening.

The easement from the State will also include the right for sand removal from those portions of the borrow areas within three nautical miles of the shore. No permitting will be required from the Bureau of Ocean Energy Management since no sand mining will occur beyond the State's coastal boundaries.

There is one pier located within the study area, The Pavilion & Pier, which is privately owned and operated. Historically, in prior projects in North and South Carolina, fishing piers and their associated buildings have never been acquired, regardless of their location in relation to project lines. The primary reason is the significant economic impact that it would have on the community. Traditionally easements are acquired up to the face of the structures and beneath the pier. For purposes of this report, it is assumed that neither the pier nor appurtenances will be acquired. No values have been estimated for this structure. An aerial view of The Pavilion & Pier and staging area is shown in Figure 1.5-1.

Access to the project along with all staging areas will be on Sponsor Owned lands located throughout the project area. There are 38 existing public access points within the study area. As parking and access to the beach are considered items of local cooperation rather than real estate requirements, they are not creditable to the NFS as part of the LERRD credits. While detailed surveying and mapping of the project area has yet to be completed, examples of the uplands limit of construction are shown on Figures 1.5-2 and -3. Random photographs of the project area can be found in the exhibits portion of this report.



Figure 1.5-1 Staging Area & Pier



Figure 1.5-2 Sample Upland Construction Limits Atlantic Reach



Figure 1.5-3 Sample Upland Construction Limits Inlet Reach

1.6 Utility/Facility Relocation

There are no public utilities or facilities located within the project construction area.

1.7 Existing Projects

There are no existing Federal Projects within the study area.

1.8 Environmental Impacts

There are no adverse environmental impacts associated within the scope of the proposed project.

1.9 Project Sponsor Responsibilities and Capabilities

The Town of Edisto Beach will be the non-Federal Project Sponsor (NFS). The NFS has the responsibility to acquire all real estate interests required for the Project. The NFS shall accomplish all alterations and relocations of facilities, structures and improvements determined by the government to be necessary for construction of the Project. The sponsor will have operation and maintenance responsibility for the project after construction is completed.

Title to any acquired real estate will be retained by the NFS and will not be conveyed to the United States Government. Prior to advertisement of any construction contract, the NFS shall furnish to the government an Authorization for Entry for Construction (Exhibit "A" to the Real Estate Appendix) to all lands, easements and rights-of-way, as necessary. The NFS will also furnish to the government evidence supporting their legal authority to grant rights-of-way to such lands. The NFS shall comply with applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, approved 2 January 1971, and amended by Title IV of the Surface Transportation Uniform Relocation Assistance Act of 1987, Public Law 100-17, effective 2 April 1989, in acquiring real estate interests for the Project, and inform all affected persons of applicable benefits, policies, and procedures in connection with said Act(s). An Assessment of the Non-Federal Sponsor's Capability to Acquire Real Estate is at Exhibit "B" to the Real Estate Appendix

The non-Federal sponsor is entitled to receive credit against its share of project costs for the value of lands it provides and the value of the relocations that are required for the project. Generally, for the purpose of determining the amount of credit to be afforded, the value of the LER is the fair market value of the real property interest, plus certain incidental costs of acquiring those interests, that the non-federal sponsor provided for the project as required by the Government. In addition, the specific requirements relating to valuation and crediting contained in the executed PPA for a project must be reviewed and applied. For shore damage reduction projects, lands subject to shore erosion, that are required for project purposes and that must be provided by the non-federal sponsor must be appraised for crediting purposes considering special benefits in accordance with relevant Federal statutes and Department of Justice guidance.

The NFS should not acquire lands required for the project prior to execution of the Project Partnership Agreement (PPA). Should the NFS proceed with acquisition of lands prior to execution of the PPA, it is at the risk of not receiving credit or reimbursement for any costs incurred in the connection with the acquisition process should the PPA not be signed. There is also risk in acquiring lands either not needed for the project or not acquired in compliance with requirements for crediting purposes in accordance with 49 CFR Part 24, dated March 2, 1989. A letter was provided to the NFS advising them of this risk and a copy is at Exhibit "C" to the Real Estate Appendix.

1.10 Government Owned Property

The NFS is the owner of the land proposed for staging areas for the project. There are no Federally owned lands within the areas proposed for construction of the project.

1.11 Historical Significance

There are no known sites of historical significance located within the scope of the proposed project.

1.12 Mineral Rights

There are no known mineral activities within the scope of the proposed project.

1.13 Hazardous, Toxic, and Radioactive Waste (HTRW)

There has been no HTRW identified within the scope of the proposed project.

1.14 Navigation Servitude

Navigation Servitude is not applicable to this project.

1.15 Zoning Ordinances

Zoning ordinances are not of issue with this project. Application or enactment of zoning ordinances is not to be used in lieu of acquisition.

1.16 Induced Flooding

There will be no flooding induced by the construction or the operation and maintenance of the project.

1.17 Public Law 91-646, Relocation Assistance Benefits

There are no relocations of individuals, businesses or farms for this project.

1.18 Attitude of Property Owners

The project is fully supported by the community. There are no known objections to the project from landowners within the project area.

1.19 Acquisition Schedule

The project sponsor is responsible for acquiring real estate interests required for the project. The NFS owns all lands proposed for staging areas. It is projected that Perpetual Storm Damage Reduction Easements can be accomplished within 12-18 months, and can begin when final plans and specs have been completed and the Project Participation Agreement has been executed. The Project Sponsor, Project Manager and Real Estate Technical Manager will formulate the milestone schedule upon project approval to meet dates for advertisement and award of a construction contract.

1.20 Estates for Proposed Project

The standard Perpetual Storm Damage Reduction Easement estate will be used for areas where placement of material falls above the ordinary MHW line. The standard Temporary Work Area Easement estate will be used for all staging and access areas. A non-standard estate (NSE) for use in the project if necessary has been approved by the Chief of Real Estate, Savannah District. The NSE and approval memorandum is at Exhibit D. A sample easement from the State of South Carolina for placement of fill material seaward of the last line of stable vegetation is attached as Exhibit E. The easement from the State will be modified to match the language in the Standard Perpetual Storm Damage Reduction Easement and will include the right for groin lengthening and the off-shore borrow area.

PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tract No. ___) for use by the (Project Sponsor), 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 Name), together with the right of public use and access; [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 (except_____); [reserving, however, to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns, the right to construct 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 Project Sponsor) 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(s), (his) (her) (its) (their) (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.

TEMPORARY WORK AREA EASEMENT

A temporary easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. _____, _____ and _____), for a period not to exceed _____, beginning with date possession of the land is granted to the Town of Edisto, for use by the Town of Edisto, its representatives, agents, and contractors as a (borrow area) (work area), including the right to (borrow and/or deposit fill, spoil and waste material thereon) (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the _____ Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

1.21 Real Estate Estimate

The estimated real estate costs include the land cost for acquisition of land, relocation costs, and federal and non-federal administrative costs. Administrative costs are those costs incurred for verifying ownership of lands, certification of those lands required for project purposes, legal opinions, analysis or other requirements that may be necessary during Planning, Engineering and Design (PED). A 26% contingency is applied to the estimated total for these items. Table 1.21-1 is a summary of the real estate cost by measure.

Table 1.21-1 Real Estate Estimate

a. Lands			
	Fee		-
	Easement	187	0
	Permit	1	0
b. Improvements			-
	Residential		-
	Commercial		-
c. Mineral Rights			-
d. Damages			-
e. P. L.. 91-646			-
f. Acquisition cost - Admin			784,652.00
	Federal	131,087.00	
	Non-Federal	<u>653,565.00</u>	
		784,652.00	
Sub-Total			784,652.00
	26% contingencies		204,009.00
TOTAL			988,661.00
		ROUNDED	989,000.00

1.22 Chart of Accounts

The cost estimate for all Federal and non-Federal real estate activities necessary for implementation of the project after completion of the feasibility study for land acquisition, construction, LERRD, and other items are coded as delineated in the Cost Work Breakdown Structure (CWBS). This real estate cost estimate is then incorporated into the Total Current Working Estimate utilizing the Microcomputer Aided Cost Engineering System (MCACES).

Table 1.22-1 Chart of Accounts

01A	PROJECT PLANNING	FEDERAL	NON-FEDERAL	TOTALS
	Other			
	Project Cooperation Agreement			
01AX	Contingencies (26%)	-	-	-
	Subtotal	-	-	-
01B	LANDS AND DAMAGES			
01B40	Acq/Review of PS	131,087.00		131,087.00
01B20	Acquisition by PS		653,565.00	653,565.00
01BX	Contingencies (25%)	<u>34,082.00</u>	<u>169,927.00</u>	<u>204,009.00</u>
	Subtotal	165,169.00	823,492.00	988,661.00
01H	AUDIT			
01H10	Real Estate Audit	-		-
01HX	Contingencies (15%)	-		-
	Subtotal	-		-
01R	REAL ESTATE LAND PAYMENTS			
01R1B	Land Payments by PS	-	-	-
01R2B	PL91-646 Relocation Pymt by PS	-	-	-
01R2D	Review of PS	-	-	-
01RX	Contingencies (26%)	-	-	-
	Subtotal	-	-	-
	TOTALS	165,169.00	823,492.00	988,661.00
	ROUNDED TO			989,000.00

Exhibits

Exhibit A - Authorization For Entry For Construction

Exhibit B – Assessment of Non-Federal Sponsor’s Real Estate Acquisition Capability

Exhibit C – Risk of Early Acquisition Letter to Sponsor

Exhibit D – Non-Standard Estate

Exhibit E – Sample Easement from State of South Carolina

Exhibit F – Photographs

AUTHORIZATION FOR ENTRY FOR CONSTRUCTION

I _____, _____ for the
(Name of accountable official) (Title)

(Sponsor Name) _____, do hereby certify that the **(Sponsor Name)** has acquired the real property interest required by the Department of the Army, and otherwise is vested with sufficient title and interest in lands to support construction for **(Project Name, Specifically identified project features, etc.)**. Further, I hereby authorize the Department of the Army, its agents, employees and contractors, to enter upon _____
(identify tracts)

to construct **(Project Name, Specifically identified project features, etc.)** as set forth in the plans and specifications held in the U. S. Army Corps of Engineers' **(district, city, state)**

WITNESS my signature as _____ for the
(Title)

(Sponsor Name) this _____ day of _____, 20_____.

BY: _____
(Name)
(Title)

ATTORNEY'S CERTIFICATE OF AUTHORITY

I, _____, _____ for the
(Name) (Title of legal officer)

(Sponsor Name), certify that _____ has
(Name of accountable official)

authority to grant Authorization for Entry; that said Authorization for Entry is executed by the proper duly authorized officer; and that the Authorization for Entry is in sufficient form to grant the authorization therein stated.

WITNESS my signature as _____ for the
(Title)

(Sponsor Name), this _____ day of _____, 20_____.

BY: _____
(Name)
(Title)

Exhibit A

**Assessment of Non-Federal Sponsor's
Real Estate Acquisition Capability
Manteo Section 204**

I. Legal Authority:

- a. Does the sponsor have legal authority to acquire and hold title to real property for project purposes? **YES**
- b. Does the sponsor have the power to eminent domain for this project? **YES**
- c. Does the sponsor have "quick-take" authority for this project? **YES**
- d. Are any of the land/interests in the land required for this project located outside the sponsor's political boundary? **NO**
- e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? **NO**

II. Human Resource Requirements:

Will the sponsor's in-house staff require training to become familiar with the real estate requirements of Federal projects including P. L. 91-646, as amended? **NO**

- b. If the answer to II.a. is "yes", has a reasonable plan been developed to provide such training? (yes/no)
- c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? **YES**
- d. Is the sponsor's projected in-house staffing level sufficient considering its other work load, if any, and the project schedule? **NO**
- e. Can the sponsor obtain contractor support, if required in a timely fashion? **YES**
- f. Will the sponsor likely request USACE assistance in acquiring real estate? **YES - only in advisory capacity**

III. Other Project Variables:

- a. Will the sponsor's staff be located within reasonable proximity to the project site? **YES**
- b. Has the sponsor approved the project/real estate schedule/milestones? **NO** – Project Milestone will be developed during PED; will be joint effort between RE, PM and NFS

Exhibit B, 1st page

IV. Overall Assessment:

a. Has the sponsor performed satisfactory on other USACE projects?

NA

b. With regard to the project, the sponsor is anticipated to be: **Highly capable**

V. Coordination:

a. Has this assessment been coordinated with the sponsor? **YES**

b. Does the sponsor concur with this assessment? **YES**

Prepared by:

John S. Hinely
Senior Realty Specialist

Reviewed and approved by:

Ralph J. Werthmann
Chief, Real Estate Division

Exhibit B, 2nd page



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
SAVANNAH DISTRICT, CORPS OF ENGINEERS
100 W. OGLETHORPE AVENUE
SAVANNAH, GEORGIA 31401-3640

Real Estate Division

SUBJECT: Edisto Beach Coastal Storm Damage Reduction Project

Honorable Burley Lyons
Mayor of Edisto Beach
2414 Murray Street
Edisto Beach, South Carolina 29438

Dear Mayor Lyons:

The intent of this letter is to formally advise the Town of Edisto, as the potential non-Federal sponsor for the proposed project, of the risks associated with land acquisition prior to the execution of the Project Partnership Agreement (PPA) or prior to the Government's formal notice to proceed with acquisition. If a non-Federal sponsor deems it necessary to commence acquisition prior to an executed PPA for whatever reason, the non-Federal sponsor assumes full and sole responsibility for any and all costs, responsibility, or liability arising out of the acquisition effort.

Generally, these risks include, but may not be limited to, the following:

- (1) Congress may not appropriate funds to construct the proposed project;
- (2) The proposed project may otherwise not be funded or approved for construction;
- (3) A PPA mutually agreeable to the non-Federal sponsor and the Government may not be executed and implemented;
- (4) The non-Federal sponsor may incur liability and expense by virtue of its ownership of contaminated lands, or interests therein, whether such liability should arise out of local, state, or Federal laws or regulations including liability arising out of CERCLA, as amended;
- (5) The non-Federal sponsor may acquire interests or estates that are later determined by the Government to be inappropriate, insufficient, or otherwise not required for the project;
- (6) The non-Federal sponsor may initially acquire insufficient or excessive real property acreage which may result in additional negotiations and/or benefit payments under P.L. 91-646 as well as the payment of additional fair market value to affected landowners which could have been avoided by delaying acquisition until after PPA execution and the Government's notice to commence acquisition and performance of LERRD; and


Exhibit C
1st page

(7) The non-Federal sponsor may incur costs or expenses in connection with its decision to acquire or perform LERRD in advance of the executed PPA and the Government's notice to proceed which may not be creditable under the provisions of Public Law 99-662 or the PPA.

We appreciate the City's participation in this project. Should you have questions or concerns pertaining to this letter, please feel free to contact Mr. John S. Hinely at (912) 652-5207.

Sincerely,

Ralph J. Werthmann
Savannah District
Chief, Real Estate Division

RE-AP 
RE-A 6/9/2013
RE BTW
File 0

**Exhibit C
2nd Page**

CESAS-RE

Project: Edisto Beach Coastal Storm Damage Reduction Project

Non-Standard Perpetual Beach Storm Damage Reduction Easement Estate

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tract No. __) for use by the (Sponsor), 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 **Edisto Beach Coastal Storm Damage Reduction Project**, together with the right of public use and access; 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 (**except ***); reserving, however, to the grantor(s), (his) (her) (its) (their) (heirs), successors and assigns, the right to construct 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 Project Sponsor) 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(s), (his) (her) (its) (their) (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.

*** the right to remove or demolish the existing fishing pier and appurtenances thereto;**

In accordance with the provisions of paragraph 12-10c. of ER 405-1-12, I approve the use of the above non-standard estate for the Edisto Beach Coastal Storm Damage Reduction project. The estate serves the intended project purpose, substantially conforms with and does not materially deviate from the corresponding standard estate contained in the Real Estate Handbook and does not increase the costs nor potential liability of the Government.

Date: _____

Ralph J. Werthmann
Savannah District
Chief, Real Estate

landfill placed on the land, and that no additional structures shall be constructed by the landowner; subject; however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

This Easement is made expressly contingent upon the following terms and conditions:

1. This conveyance does not infringe upon or affect in any manner any public trust rights that the citizens of the State of South Carolina have in the property being conveyed.
2. If Reach Two of the Myrtle Beach Shore Protection Project does not commence within five (5) years, or for some other reason the project is terminated prior to the completion of the nourishment phase of the project, then the interest conveyed herein shall forthwith revert to the State of South Carolina.
3. If the property ceases to be used by the City of Myrtle Beach for public beach purposes, this conveyance shall be null and void, and any interest conveyed herein shall forthwith revert to the State of South Carolina.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of Grantor.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal on this 1st day of October, 1996.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Nancy B. When
Melba C. Willis

STATE OF SOUTH CAROLINA

BY: David M. Bentley
Chairman
S.C. Budget & Control Board

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY) **PROBATE**

PERSONALLY appeared before me Nancy B. Wilson
who, on oath, says that (s)he saw the within named State of South Carolina by
David M. Kessler, Chairman of the Budget & Control Board,
sign the within easement, and, as his act and deed, deliver the same, and that
(s)he with Melba C. Walker witnessed the execution thereof.

SWORN to before me this
1st day of OCTOBER,
1996.

Nancy B. Wilson

James J. Cowan
Notary Public for South Carolina
My Commission Expires: 7-14-05

JGMS\DOCEASEMENT.DOC

Exhibit E Page 3

Exhibit F - Photographs



View facing south along Atlantic Reach



View facing north along Atlantic Reach



View along Inlet Reach



Typical Public Access