

Town of Edisto Beach

Jane S Darby, Mayor

Administration
Iris Hill, Town Administrator
Deborah Hargis, Municipal Clerk



Council Members
Susan Hornsby
Jerome Kizer
Crawford Moore
Patti Smyer

April 17, 2019

RE: Update on US Army Corps of Engineers Project

Dear Beachfront Property Owner:

By now, many of you have heard about the Town's partnership with the US Army Corps of Engineers (Corps) to construct storm reduction improvements along the front beach. The goal is to protect your property and build the beach. This information is provided to clarify misinformation that you may have heard and provide an update on where the Town is in the process. The Town faces two significant issues regarding the front beach-storm reduction and continued re-nourishment costs.

Edisto Beach remains vulnerable to storm damage, from hurricanes and King Tides. Palmetto Boulevard has not only experienced severe damage in the past, but continues to be susceptible to flooding, especially if the integrity of the dune fails. Without a robust dune to stop wave action, homes continue to be threatened and some have experienced ongoing damage from beach erosion as a result of the recent storms. Even today, after two years of storms and wave impacts, the dune is eroding on the north end of the beach and homes once again may be subject to wave damage before the Town's next nourishment project.



Figure 1-Post Hurricane Matthew-This is how it was and we don't want to go back to this.

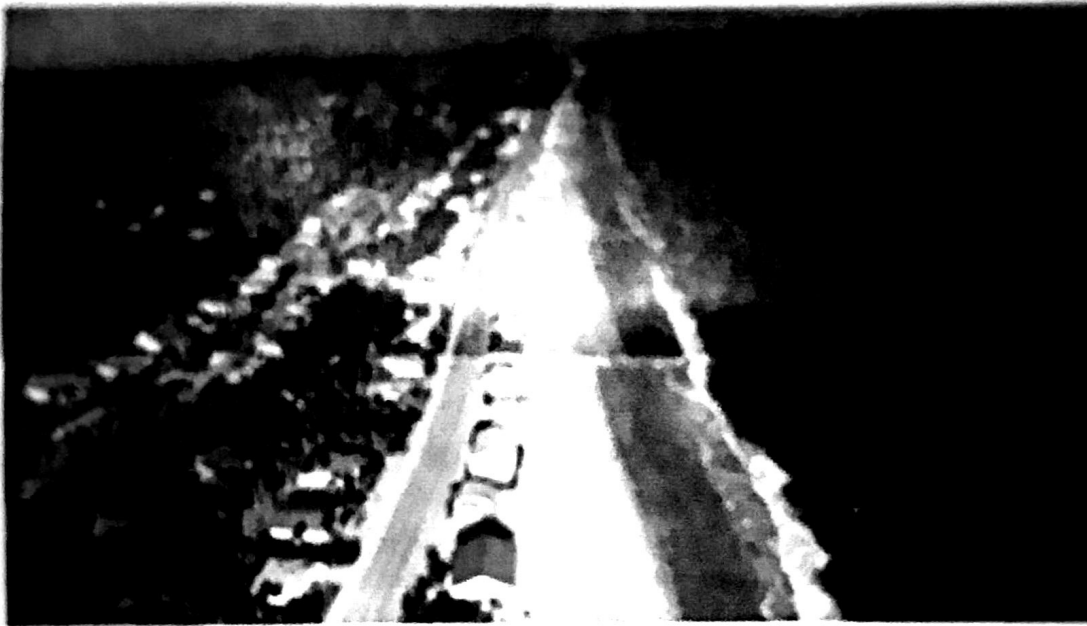


Figure 3-Post Nourishment

Beach nourishment is not cheap and has become increasingly difficult to obtain funding on a local level. The last nourishment project cost over \$12,000,000 with mobilization of the dredge as the most expensive component. The last nourishment project was only possible because the Town qualified for two federal hurricane grants, two state grants and Colleton County capital project sales tax funds.

In response to these issues, the Town in 2001 asked the Corps for long term federal assistance involving a 50-year commitment for a major beach re-nourishment/groin maintenance project for the entire island under a 65% federal/35% non-federal cost share. Seventeen years after this process began, the Town received notification that close to \$22,000,000 in federal funding has been appropriated for initial construction. Since the Town just re-nourished the beach in 2017, the costs should be substantially less and the Corps is working on a revised estimate.

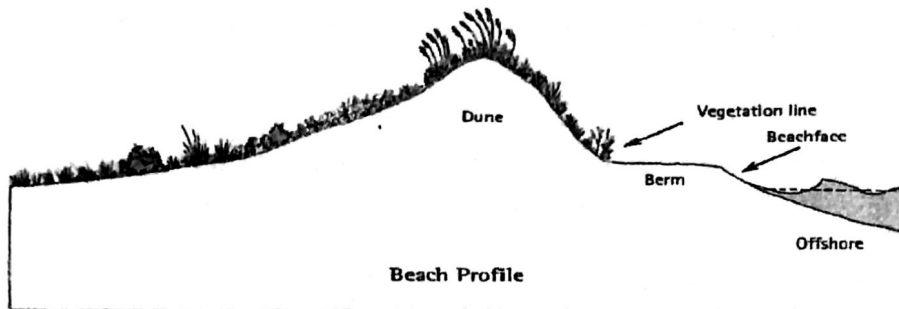
With federal funding, the Town would only have to pay the 35% match for the initial construction and 50% for periodic nourishments which is more attainable than securing funding for the full amount. How would the Town fund the 35%? The Town places \$200,000 annually into a beach nourishment fund, so in 12 years when we estimate the next nourishment will be needed, the Town will have \$2,400,000. Currently, the Town has \$1,000,000 in the account. The Town would seek a partnership with Colleton County or the State for a portion of the 35% (~\$3,500,000) to reduce the impact to the Town. The Corps has offered to lend the 35% match to the Town as an additional option.

Without Federal assistance other options are:

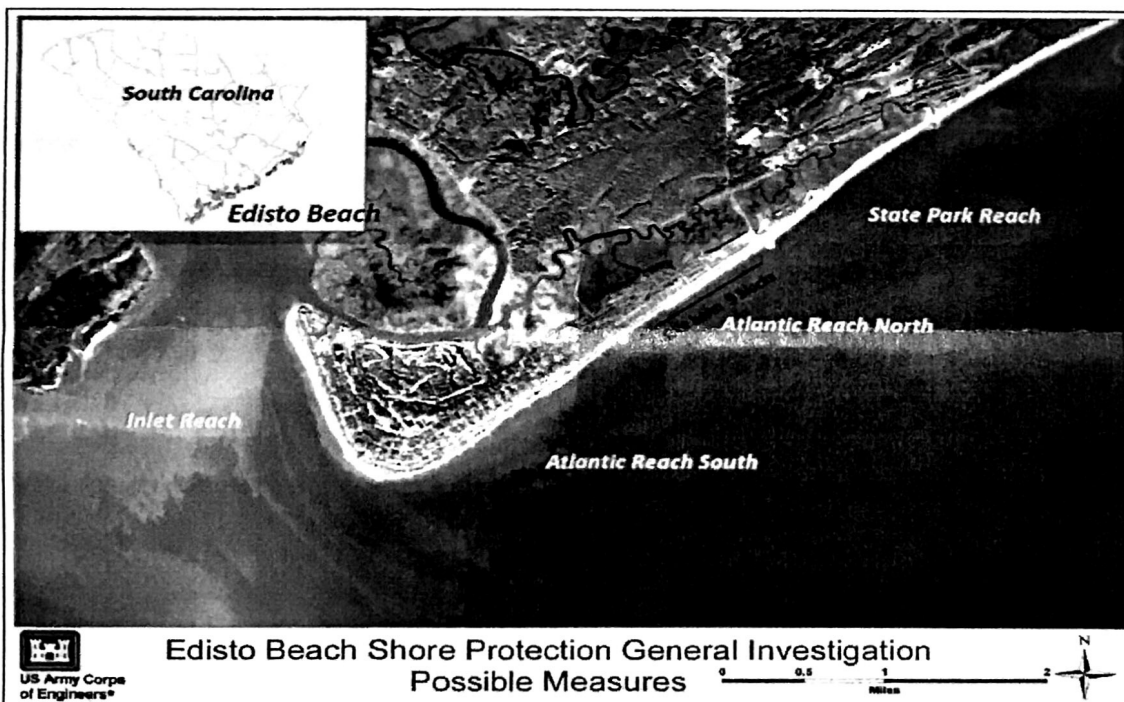
- Continue to seek funding from Colleton County and the State for the full amount and only construct based on available funding.
- Borrow the money as general obligation debt. If the amount exceeds 8% of the total assessed property value (~ \$4,000,000), a referendum is required. It is estimated the debt millage would be around 19.33 mills per property. For a \$400,000 home at 6%, the tax would be \$463.92 per year in addition to the Town's millage for all services that is currently 23.44 mills.
- Establish a municipal investment district which requires a majority of the owners petition the Town. Properties would be assessed based on benefit. The benefit could only be constructed on public property.

The approved plan is known as the National Economic Development (NED) plan. It consists of construction of a 15-foot North American Vertical Datum 1988 (NAVD) dune and top width of 15 feet beginning at the northern end of the project and extending southward along the beach for 16,530 feet in length. This varies from one to two feet higher than what was placed on the beach

after Hurricane Irma. This dune will be fronted by a berm (the beachfront) at an elevation of 7-feet NAVD 88, which is consistent with the height of the beachfront as it is now.



The first 7,740 feet (blocks 1-9) of berm would have a width of 75 feet. The width would taper to 50 feet over the remaining length of the berm. The width of each end of the berm would taper to match the existing beach profile. Beginning at the southern end, the dune would transition to an elevation of 14 feet NAVD 88 and a top width of 15 feet that extend around the end of the island for 5,290 feet (Block 33 to end of island at Bay Point). No berm would be constructed in front of this dune because the existing beach profile provides an adequate berm. The groins have already been lengthened and would not be included in this storm reduction improvement. Houses built to code have the first level of living area above this elevation and should not have blocked views. Markers showing dune heights will be placed at beach accesses for reference.



The engineering design will establish a perpetual easement line (PEL). The PEL is the line from which the project will be constructed seaward. General public consensus after the first public hearing was to move the PEL as far seaward as possible limiting the amount of property needed for easements. On earlier maps, the Corps showed a construction line with a landward PEL. The Town requested the PEL be moved to the construction line. (The PEL maps are on the Town's website and the Town's Facebook page). Basically, the Corps will build upon the dune that was constructed after Hurricane Irma. The downfall in having a seaward PEL is if damage occurs landward of the PEL (between the dune and the homes), someone other than the feds will be responsible for repairing the damages. No funding will be available to construct landward of the PEL. Folly Beach has cautioned the Town to learn from their mistake and place the PEL as landward as possible. They had areas that eroded landward of the PEL and those costs (many exceeding thousands of dollars) were passed along to the homeowner.

While the Corps completes the Preliminary Engineered Plan, the next step will be to acquire perpetual, irrevocable easements from each property owner from the portion of the property located between the mean high-water mark of the Atlantic Ocean and the landward toe of the primary dune or PEL. The feds will not fund the project without 100% participation. The Town is required to obtain easements from all of the oceanfront property owners in the project area. The easements will belong to the Town and stay with the Town. No easements are held by the Corps or any other government agency. The easement is to allow for construction and maintenance. The general public will not have legal access to your property for recreation. Cooperation by all property owners during the easement process is a critical step in moving forward. Additionally, when the beach is surveyed to set the new jurisdictional lines, DHEC/OCRM will be looking for stable dunes with vegetation. The survey is due to be completed and adopted on or before 2024.

The Town took comments received from the public meetings and met with the Corps about language changes to the easement. Specifically, the Town requested changes to the language regarding "perpetual" and "public use". The Town was not successful in having this standard language changed and upon research into other easements along the coast found all the easements were fairly consistent and contained language regarding perpetuity and public use. A copy of the draft easement is enclosed. In the near future, staff will be meeting individually with property owners to discuss the document and answer questions. The Town will be requesting all property owners sign the easements so the project can move forward.

During the public hearing, a question arose about removing the Inlet reach from the project. A request has been made to Corps regarding this and is currently under consideration. Be mindful that any area removed now would be excluded in the future. Another area of concern included beach access and concerns that if the project is federally funded, people would not be allowed to cross the dune to the beach. Folly Beach has a federally funded project and folks are not prohibited from crossing the dune. The Town is working on an ordinance revision to make it clear that owners can cross the dunes. The steepness of the slope is also being reviewed to address access concerns.

Our entire economy, your home value and the rental programs are only possible due to the beach. Without a healthy beach, every property owner is impacted. In other areas, home values have risen after entry into the federal program due to the certainty of beach preservation.

Please contact town hall at 843-869-2505 ext. 211 with any questions.

Sincerely,

The Town of Edisto Beach

Enclosure: Town of Edisto Beach Easement

DRAFT

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

growth of stable natural vegetation occurs or a distinct change in slope or elevation alters the configuration, whichever is farther landward.

Grantor: The Grantor of the Property as identified on page 1 of this Easement.

Property: The real property described on page 1 of this Easement.

Project: The Town's Beach Nourishment Project.

Town: The Town of Edisto Beach, South Carolina, a body politic.

WITNESS Hand(s) and Seal(s), this _____ day of _____ in the year 2018.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

WITNESS #1

GRANTOR SIGNATURE

WITNESS #2

STATE OF _____)
COUNTY OF _____)

PROBATE

PERSONALLY appeared before me _____ (Witness #1) and made oath that he saw the within named grantor sign, seal, and as his/her/its act and deed, deliver the within written grant of easement, and that he/she with _____ (Witness #2) witnessed the execution thereof.

Witness #1 Signature

SWORN to before me this

_____ day of _____ 2018

(Signature)

Notary Public of _____
My Commission Expires: _____

AFFIX SEAL: