

STATE OF SOUTH CAROLINA     )  
    )     **NON-EXCLUSIVE, REVOCABLE**  
 COUNTY OF BEAUFORT             )     **EASEMENT AGREEMENT**

**THIS NON-EXCLUSIVE, REVOCABLE EASEMENT AGREEMENT** (the “Agreement”) is made effective the last date that the parties hereto execute this Agreement, by and between Sea Pines Forest Preserve Foundation, a South Carolina non-profit corporation, with an address of c/o: Community Services Associates, Inc., 175 Greenwood Drive, Hilton Head Island, SC 29928 (hereinafter sometimes referred to as “Grantor”) and \_\_\_\_\_, with an address of \_\_\_\_\_, Hilton Head Island, SC 29928 (hereinafter collectively “Grantee”).

**W I T N E S E T H:**

**WHEREAS**, Grantee is presently the owner of that certain property known and described as \_\_\_\_\_, located within Sea Pines Plantation, Beaufort County, South Carolina, and more particularly described on that certain plat entitled “\_\_\_\_\_”, dated \_\_\_\_\_, by \_\_\_\_\_, S.C.R.L.S. No. \_\_\_\_\_, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina (the “ROD”) in Plat Book \_\_\_ at Page \_\_\_ (the “Benefitted Property”);

**WHEREAS**, Community Services Associates, Inc. (“CSA”), is the sole member of Grantor;

**WHEREAS**, Grantor is the owner of certain property adjacent to the Benefitted Property, known and identified as “Beach Trust Property”, being within Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina (the “Beach Trust Property”);

**WHEREAS**, Grantee desires to construct a boardwalk extending from the Benefitted Property over and across the Beach Trust Property as depicted in the approved plan prepared by \_\_\_\_\_ dated \_\_\_\_\_ and attached hereto as Exhibit “A” and by this reference made a part hereof, to provide Grantee with access to the beach, which boardwalk encroaches onto the Beach Trust Property (the “Encroachment”);

**WHEREAS**, Grantee has requested and, subject to the conditions and limitations expressed herein, Grantor has agreed to provide an easement to Grantee for the Encroachment.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that **Sea Pines Forest Preserve Foundation**, for and in consideration of the sum of **TEN AND NO/100 (\$10.00) DOLLARS**, and

the terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, agrees with Grantee as follows:

Terms and Conditions:

1.1 That the above “Whereas” clauses are incorporated herein by their reference thereto, as fully as if restated herein.

1.2 That Grantor has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, his heirs and assigns forever, subject to the conditions and limitations contained hereinafter, a non-exclusive, revocable easement for the Encroachment as stated herein across the Beach Trust Property, together with all and singular the rights, members, hereditaments and appurtenants to the above easement belonging to or in anyway incident or appertaining to the above-described easement (hereinafter the “Easement”).

1.3 **TO HAVE AND TO HOLD**, all and singular, the rights, privileges and non-exclusive revocable easement aforesaid unto Grantee, his heirs, successors and assigns forever, and Grantor does hereby warrant and defend all and singular the said Easement unto Grantee, his heirs and assigns, against Grantor and all successors and assigns lawfully claiming to claim the same, or any part thereof.

1.4 As partial consideration for the non-exclusive, revocable easement provided for herein, Grantee agrees to maintain said Encroachment and shall be responsible for all repairs and maintenance to same. Existing structures may receive routine maintenance, but any repair requires the Grantor’s prior written approval. Grantee agrees that he will do nothing to increase the size or extent of the Encroachment, and that neither Grantor nor CSA shall have any financial responsibility or liability for said Encroachment.

1.5 In the event that the Encroachment is damaged, destroyed or allowed to deteriorate to such an extent that Grantor deems it to be a safety hazard or a danger to the integrity of the dune system, or in the event that Grantee, his/her successors and assigns, engage in renovation, replacement or remodeling of the Encroachment without Grantor’s prior written permission, for any reason or for no reason, the Easement granted herein shall terminate and shall be of no force and effect without requirement of any action by any party. Grantor, in its sole judgment, shall determine when modifications to the Encroachment are required to maintain and preserve dune integrity. Further, Grantor reserves the right to require the removal of all or any portion of the Encroachment which Grantee deems to be a safety hazard or a danger to the integrity of the dune system or which is renovated, replaced or remodeled without permission, and to repair any damage to the Beach Trust Property, the cost for such removal and repair shall be at Grantee’s expense.

1.6 Also as partial consideration for the non-exclusive, revocable easement provided for herein, Grantee hereby agrees that the Easement shall terminate and Grantee shall remove such Encroachment from the Beach Trust Property upon written notification by Grantor and/or CSA within sixty (60) days after the date of such notice.

1.7 Grantee agrees to indemnify and hold Grantor and CSA harmless from any and all claims arising from and out of this Agreement and the Easement. Grantee expressly acknowledges and agrees that neither Grantor nor CSA is responsible for the Encroachment’s compliance with any applicable guidelines, regulations, requirements or rules, including but not limited to construction and permitting regulations promulgated by the South Carolina Department of Health and Environmental Control’s division of Ocean and Coastal Resource Management (“OCRM”) or the Town of Hilton

Head Island. Furthermore, Grantee expressly acknowledges and agrees that that neither Grantor nor CSA is responsible for obtaining approval of the Encroachment or any associated structure(s) from any person or entity whose approval is or may be required, including but not limited to OCRM; the Town of Hilton Head Island; and/or, the Sea Pines Architectural Review Board.

1.8 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted. This Agreement shall be interpreted and construed in accordance with the laws of the State of South Carolina and shall inure to the benefit/detriment of the undersigned Grantor and Grantee, as their interests may appear, their heirs, successors and assigns forever. This Agreement and all documents and instruments incorporated herein by specific reference are intended by the parties hereto to be the final expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made. In the event of litigation relating to enforcement of rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including attorneys' fees and court costs. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto.

1.9 All references herein made in the masculine gender shall be deemed to have been made in the feminine and neuter genders as well, and all references made in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

*[Signatures on following page(s)]*

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and its corporate seal affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

**SEA PINES FOREST PRESERVE  
FOUNDATION**

\_\_\_\_\_  
*Signature of 1<sup>st</sup> Witness*

By: Community Services Associates, Inc.  
Its: Sole Member

\_\_\_\_\_  
*Signature of 2<sup>nd</sup> Witness/Notary Public*

\_\_\_\_\_  
Name:  
Title:

**STATE OF SOUTH CAROLINA )**  
**)**  
**COUNTY OF BEAUFORT )**

**ACKNOWLEDGMENT**

I, the undersigned Notary Public, do hereby certify that **Sea Pines Forest Preserve Foundation**, through its sole member Community Services Associates, Inc., by \_\_\_\_\_, its \_\_\_\_\_, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Grantee has caused these presents to be executed in its name and its corporate seal affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

**GRANTEE**

\_\_\_\_\_  
*Signature of 1<sup>st</sup> Witness*

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Signature of 2nd Witness/Notary Public

\_\_\_\_\_  
Name:

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF BEAUFORT         )

**ACKNOWLEDGMENT**

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**Exhibit “A”**

Approved Plan