

## EASEMENT

Prepared by Brian Edes, Town Attorney, 5002 Randall Parkway, Wilmington, NC 28403  
No title examination requested or performed

Excise Tax: \$-0- Tax Parcel ID: \_\_\_\_\_

North Carolina, Onslow County

THIS EASEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by  
and between, \_\_\_\_\_

whose address is \_\_\_\_\_,

hereinafter referred to as the Grantor, and the TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA, a North  
Carolina municipal corporation, 2008 Loggerhead Court, North Topsail Beach, NC 28460, hereinafter referred to as the  
Town.

Grantor is the owner in fee simple of certain real property, situated in the Town of North Topsail Beach, Onslow County,  
North Carolina and more particularly described as follows:

In that certain deed to the Grantor recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Onslow County Registry; OR

Other: \_\_\_\_\_

(hereinafter referred to as the "Property"), and 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, the receipt of  
which is hereby acknowledged, Grantor has dedicated, bargained and conveyed and by these presents does hereby  
dedicate, grant and convey to Town, its successors and assigns, a perpetual, irrevocable and assignable easement and  
right-of-way in, on, over, through and across the hereinafter described land for use by the Town, its representatives,  
agents, employees, officials, engineers, consultants, surveyors, contractors, subcontractors, assignees, and invitees, that  
portion of the Property which is seaward of the following locations, whichever is most seaward: the Vegetation Line; the  
toe of the Frontal Dune or Primary Dune; or the Erosion Escarpment of the Frontal Dune or Primary Dune. The definitions  
of Vegetation Line, Frontal Dune, Primary Dune, and Erosion Escarpment shall be those definitions set forth in 15A North  
Carolina Administrative Code § 7H .0305 (hereinafter referred to as the "Easement Area").

TO HAVE AND HOLD the said easement unto the Town, its successors and assigns, now and forever. 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 shoreline protection activities and/or  
stabilization of the beach in North Topsail Beach. 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.

Easement Terms, Uses, Conditions, and Restrictions:

1. Town may use the Easement Area to perform *Activities* required of the Town to complete projects which include  
evaluating, surveying, inspecting, constructing, preserving, patrolling, protecting, operating, maintaining, repairing,  
rehabilitating, and replacing 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 together with the right of public use and access over such deposited sand;
- accomplish any alterations of contours on said land;
- construct berms and dunes;
- nourish and renourish periodically;
- perform any other work necessary and incident to the construction, periodic renourishment and  
maintenance of the Town's Shoreline Protection Project (hereinafter referred to as the "Project")

2. THERE IS RESERVED, HOWEVER, to the Grantor, Grantor's heirs, successors and assigns, the right to construct dune walkover 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 Town. Such structures shall be subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the work authorized herein. There is further reserved 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.

3. Grantee will indemnify, hold harmless and defend the Grantor for any claim arising from *Activities* (as described in paragraph one) on the *Property*.

4. Grantee has no responsibility to restore or repair natural forces damage.

5. Grantee makes no representations on sand volume, if any, to be placed on or in front of the *Property* or protective affects the *Activities* or will provide the *Property*;

6. Grantor acknowledges (i) any raised lands created seaward of a pre-project mean high water mark is the property of the State of North Carolina subject to the public trust; (ii) the fluctuating state of the ocean beach; and (iii) Grantee makes no representation on the precise location of either the most seaward boundary of the *Property* or the most landward extent of the public trust beach.

7. Grantor acknowledges that both the wet sand beach and/or the dry sand beach seaward of the first line of vegetation represents public trust land available for public access. The Town will actively oppose any action to restrict public and private access to and across the Ocean Beaches as defined in N.C. Gen. Stat. § 77-20(e).

8. 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.

9. Grantor shall in all other respects remain the fee owner of the Property and Easement Area, subject to any existing rights of the State of North Carolina and the general public, and may make all lawful uses of the Property not inconsistent with the easements described and conveyed herein.

10. 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.

11. The designations Grantor and Town shall include the parties, their heirs, successors and assigns.

12. Grantor and signatories acting on its behalf warrant and covenant that (i) Grantor's title to the *Property* is free and discharged from all right, title, claim or interest of the Grantor or anyone claiming by, through or under Grantor; (ii) Grantor will hold harmless, indemnify and defend Grantee from such claims; and (iii) all signatories executing this instrument on behalf of Grantor have authority to do so.

IN WITNESS WHEREOF this instrument is executed by the **Grantor** under seal, and if an entity, **Grantor** has caused this instrument to be signed in the entity name by its duly authorized agent and its seal to be hereunto affixed, and IN TESTIMONY WHEREOF, the **Grantor** has executed this Easement this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature(s):  
\_\_\_\_\_  
\_\_\_\_\_

Print Name(s):  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_,  
a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_

\_\_\_\_\_ personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

(SEAL)