EASEMENT

Prepared by Robert B. Hobbs, Jr., Attorney, PO Box 310, Nags Head, NC 27959
No title examination requested or performed

Excise Tax: $-0- Transfer Tax: $-0-	PIN Number: _____ Tax Parcel: _____ LT Number _____ Book, Page _____

North Carolina, Dare 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 NAGS HEAD, NORTH CAROLINA, a North Carolina municipal corporation, PO Box 99, Nags Head, NC 27959, hereinafter referred to as the Town.

Grantor is the owner in fee simple of certain real property, situated in the Town of Nags Head, Dare County, North Carolina, described above (hereinafter referred to as the "Property"), and Grantor desires to grant an easement to the Town through April 1, 2021 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 ten year, 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, permittees, assignees, and invitees, that portion of the Property which lies waterward of the following locations, whichever is most waterward: 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 until April 1, 2021. The Town shall have the right to 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 beach in Nags Head. This easement shall be binding on the Grantor, Grantor's heirs, successors and assigns, and shall run with the title of the Property.

Easement Terms, Uses, Conditions, and Restrictions:

1. Town may use the Easement Area to evaluate, survey, inspect, construct, preserve, patrol, protect, 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 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 Beach Nourishment 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. Grantor acknowledges that both the wet sand beach and/or the dry sand beach east of the first line of vegetation represents land subject to Public Trust Rights, which is 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).

4. 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.

5. 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 through April 1, 2021 with the Property.

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

IN WITNESS WHEREOF, Grantor has executed this instrument, the day and year first above written.

EXECUTION AND NOTARY CERTIFICATE FOR GRANTOR WHO IS AN INDIVIDUAL,

GRANTOR:

_____(SEAL)

_____(SEAL)

or WHO IS A CORPORATION, LIMITED LIABILITY COMPANY, OR OTHER ENTITY

BY:_____
Signature of authorized officer or manager

_____
Typed or printed name and title of person signing

State of _____, County or City of _____

I certify that the following person personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____ or, if corporation, limited liability company or other entity, the _____ (TITLE) OF _____ (NAME OF ENTITY).

Date: _____ _____
Signature of Notary Public

_____
Typed or printed name of Notary Public

My commission expires: _____ (AFFIX NOTARY SEAL)