

Space Above This Line For Recording Data

### EASEMENT

Prepared by Robert B. Hobbs, Jr., Attorney, PO Box 310, Nags Head, NC 27959

No title examination requested or performed

Excise Tax: \$-0-

Tax Parcel: \_\_\_\_\_

Transfer Tax: \$-0-

LT Number \_\_\_\_\_

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 and more particularly described as follows:

- In that certain deed to the Grantor recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, Dare 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, permittees, assignees, and invitees, that portion of the Property which 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"). 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, maintenance and repair of the Town's work and activities within the Easement Area (hereinafter referred to as "Access Easement").

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 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 in perpetuity.

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;
- move, store and remove equipment and supplies;
- erect and remove temporary structures;
- 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");
- plant vegetation on said dunes and berms;
- erect, maintain and remove silt screens and sand fences;
- facilitate preservation of dunes and vegetation through the limitation of access to dune areas;
- trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the boundaries of the Easement Area.

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 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).

4. 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.

5. 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.

6. 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.

7. 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.

(signatures begin on the following page)

EXECUTION AND NOTARY CERTIFICATE FOR GRANTOR WHO IS AN INDIVIDUAL

GRANTOR:

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

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:

\_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or printed name of Notary Public

My commission expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

EXECUTION AND NOTARY CERTIFICATE FOR A GRANTOR WHO IS A CORPORATION,  
LIMITED LIABILITY COMPANY OR OTHER ENTITY

GRANTOR:

\_\_\_\_\_(SEAL)  
Typed or printed name of Grantor

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:  
\_\_\_\_\_, the \_\_\_\_\_ (TITLE) OF  
\_\_\_\_\_. (NAME OF ENTITY).

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or printed name of Notary Public

My commission expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)