

BEACH NOURISHMENT PERPETUAL EASEMENT AGREEMENT
For Pender County Parcel ID 4223-47-4013-0000

STATE OF NORTH CAROLINA
COUNTY OF _____

GRANTOR(S): THE TOWN OF SURF CITY,
A NORTH CAROLINA MUNICIPAL CORPORATION

GRANTEE: TOWN OF SURF CITY

TERM: PERPETUAL BEACH STORM DAMAGE REDUCTION/BEACH NORISHMENT
EASEMENT

This Easement, is made and entered into this the ___ day of _____, 2020, by and between The Town of Surf City, hereinafter collectively referred to as Grantor, and the Town of Surf City, North Carolina, a North Carolina municipal corporation, temporarily located at 201 Community Center Drive or PO Box 2475, hereinafter referred to as the Town or Grantee.

Grantor is the owner in fee simple of certain real **Property** identified as Parcel 4223-47-4013-0000, situated in the Town of Surf City, Pender County, North Carolina and more particularly described in that deed recorded in Book 2461, beginning at Page 0001, Pender County Registry (hereinafter referred to as the "**Property**"), and Grantor desires to grant a perpetual easement to the Town for the specific purposes stated below, reserving however all littoral rights and other rights of access to the Atlantic Ocean and adjacent ocean beaches, and the Town has agreed to accept such easement from Grantor.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor will 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 the Town, its successors and assigns, a perpetual, irrevocable and assignable easement and right-of-way in, on, over, through and across the Easement Area (as defined below) for use by the Town of Surf City, its representatives, agents, contractors, and assignees, for the following permitted activities and purposes:

Evaluating, surveying, inspecting, constructing, preserving, irrigating, patrolling, protecting, operating, maintaining, repairing, rehabilitating and replacing a public beach, a dune system, and other similar 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 beach, together with the right of public use and access; 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(s), (his) (her) (its) (their)

(heirs), successors and assigns, the right to construct 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 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(s), (his) (her) (its) (their) (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.

The permitted activities within the Easement Area include the evaluating, surveying, inspecting, constructing, preserving, irrigating, patrolling, protecting, operating, maintaining, repairing, rehabilitating and replacing a public beach, a dune system, and other similar, permitted erosion control and storm damage reduction measures together with appurtenances thereto, specifically including the right to deposit sand together with the right of public use and access over such deposited sand; accomplishing any alterations of contours within the Easement Area; constructing berms and dunes; planting vegetation on berms and dunes; erecting, maintaining and removing silt screens and sand fences; facilitating preservation of dunes and vegetation through limitation of public access to dune areas; trimming, cutting, felling and removing from said Easement Area all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within said Easement Area; periodically nourishing and re-nourishing the wet and dry sand beaches within said Easement Area; and performing any other work necessary and incident to the construction, periodic renourishment and maintenance of any of the Town's FEMA/federal storm mitigation projects, sand placement from navigation projects, and beach nourishment projects, including any amendments thereto and/or additional related project permits, to include future renewals and extensions of such projects or similar projects of the same nature ("Activities").

Easement area: The Easement Area shall be that portion of the **Property** located between the mean high water line of the Atlantic Ocean, and the landward side of the construction easement line as depicted on the plat attached hereto as Exhibit A and incorporated herein by reference.

Grantor Reserved Rights. Grantor reserves the right to install sand walkovers to the extent allowed by any applicable Federal, State or local laws or regulations, provided that such sand walkovers shall not violate the integrity of the dune in shape, dimension, or function.

Other Conditions:

(a) **Grantee** has no responsibility to restore or repair damages within the easement area or the **Property** caused by natural forces/ Acts of God;

(b) **Grantee** makes no representations on sand volume, if any, to be placed on or in front of the **Property** or protective effects the Activities will provide the **Property**;

(c) **Grantor** acknowledges (i) any raised lands created seaward of a pre-project mean high water line becomes the **Property** of the State of North Carolina; (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;

(d) **Grantor** acknowledges that both the wet sand beach and/or the dry sand beach seaward of the first line of vegetation are subject to long standing public user rights, which **Grantor** represents and agrees add value to all **Property** owners on and

surrounding the wet and dry sand ocean beaches located within the Town of Surf City, including rights of all members of the public to use and enjoy the dry and wet sand ocean beaches within the Easement Area on Grantor's **Property**;

(e) This Easement binds **Grantor**, runs with the title to the **Property**;

(f) **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** that prohibits Grantor from conveying this easement;
- (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.

(g) **Grantee** 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 related to the Town of Surf City's FEMA/federal storm mitigation projects, sand placement from navigation projects, and beach nourishment projects, including any amendments thereto and/or additional related project permits, to include future renewals and extensions of such projects or similar projects of the same nature.

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 _____, 2020.

Signature: _____
Print name: _____

Signature: _____
Print name: _____

STATE OF _____

COUNTY OF _____

I, _____,
a Notary Public of the County and State
Aforesaid, Certify that

_____ and

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 _____, 2020.

Notary Public Signature

Notary Public printed name
My commission expires: _____

(Seal)

Signature: _____
Print name: _____

Signature: _____
Print name: _____

STATE OF _____

COUNTY OF _____

I, _____,
a Notary Public of the County and State
Aforesaid, Certify that

_____ and

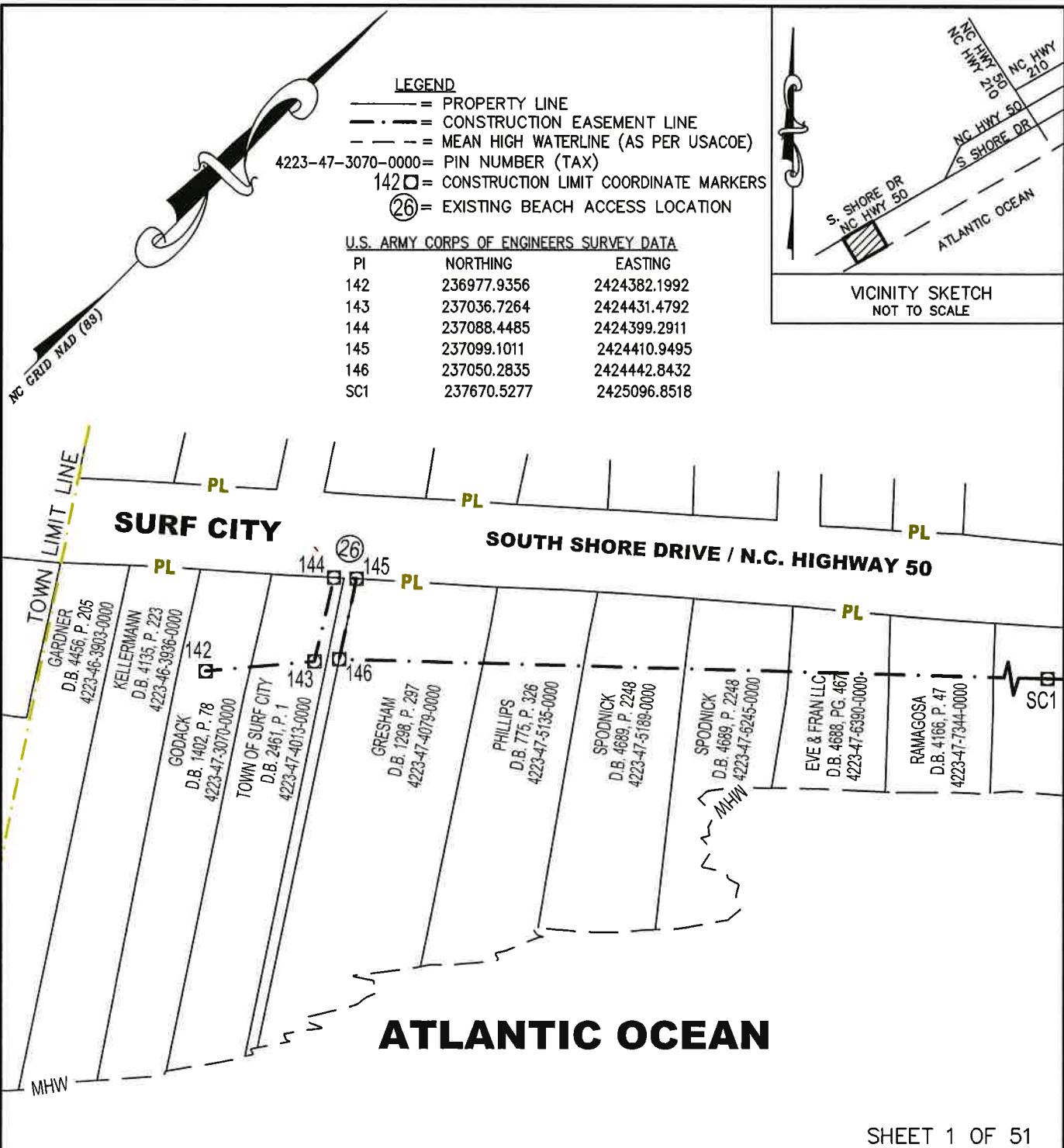
Personally appeared before me this day and
acknowledged the execution of the foregoing
Instrument.

Witness my hand and official stamp or seal, this
____ day of _____, 2020.

Notary Public Signature

Notary Public printed name
My commission expires: _____

(Seal)



LEGEND

- = PROPERTY LINE
- . - = CONSTRUCTION EASEMENT LINE
- - - = MEAN HIGH WATERLINE (AS PER USACOE)
- 4223-47-3070-0000 = PIN NUMBER (TAX)
- 142 □ = CONSTRUCTION LIMIT COORDINATE MARKERS
- Ⓜ = EXISTING BEACH ACCESS LOCATION

U.S. ARMY CORPS OF ENGINEERS SURVEY DATA

PI	NORTHING	EASTING
142	236977.9356	2424382.1992
143	237036.7264	2424431.4792
144	237088.4485	2424399.2911
145	237099.1011	2424410.9495
146	237050.2835	2424442.8432
SC1	237670.5277	2425096.8518

VICINITY SKETCH
NOT TO SCALE

I, CHARLES FRANCIS RIGGS, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED USING A COMPILATION OF MAPS AND DEEDS AND NOT FROM AN ACTUAL FIELD SURVEY AND IS SHOWN HEREON IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA.

PROJECT NUMBER
20-05-20

MAPPING DATE
05/28/2020

CONSTRUCTION EASEMENT
COASTAL STORM RISK MANAGEMENT
TOWN OF SURF CITY
TOPSAIL TOWNSHIP, PENDER COUNTY, NC

CHARLES FRANCIS RIGGS P.L.S. L-298T

CHARLES F. RIGGS & ASSOCIATES, INC.
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