

INDIAN BEACH GENERAL BEACH RENOURISHMENT EASEMENT

OWNER: Summer Winds Condominiums, Inc.

PROPERTY: In the Town of Indian Beach, Carteret County, North Carolina and being more particularly described as:

See Attached Exhibit A

(As used in this document the masculine, feminine, and neuter genders are interchangeable and the singular includes the plural. Further, the Property may be common area of a condominium project or planned development and the Owner may be an owners association with jurisdiction over said Property.)

This EASEMENT is granted for purposes of reference the 1st day of July, 2001 by the above named Owner to the Town of Indian Beach (hereinafter "Town"), a municipal corporation.

From time to time the Atlantic Ocean beaches and ocean front sand dune system within the city limits of the Town need to be renourished or restored by the placing or distribution of sand thereon by various means. Most beach and sand dune renourishment activity takes place on public trust beaches, but occasionally renourishment sand is placed on private ocean front property. The Owner's Property is located adjacent to the public trust Atlantic Ocean beach within the city limits of the Town. The Town, to facilitate future beach renourishment and sand dune restoration projects, has requested that Owner grant a perpetual easement for the placement of sand on that part of Owner's Property described below adjacent to the beach strand. Owner agrees according to the terms hereof.

NOW THEREFORE, in consideration of the potential beach strand and sand dune stability resulting from renourishment projects, and the potential preservation of Owner's Property and preservation of the value of said Property, Owner does give, grant, and convey to the Town, its successors and assigns a perpetual easement and right of way as follows:

1. **EASEMENT AREA:** The easement area for purposes of beach renourishment and stabilization and sand dune restoration is that part of Owner's Property which (i) visibly appears as a part of the Atlantic Ocean beach strand and which is covered with little or no vegetation, (ii) is seaward of the last line of stable vegetation, (iii) is within the frontal sand dune adjacent to said beach strand, or (iv) is seaward of the crest of the erosion escarpment.

2. **EASEMENT RIGHTS; RESERVATION OF RIGHTS:** The Town and its representatives, agents, employees, officials, engineers, consultants, surveyors, contractors, subcontractors, permittees, invitees and assignees, are authorized to enter the easement area to evaluate, survey, inspect, construct, preserve, patrol, 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, to accomplish any alterations of contours on said land, to construct berms and dunes, to nourish and renourish periodically, to move, store and remove construction equipment and supplies, to erect and remove temporary structures, and to perform any other work necessary and incident thereto together with the right of public use and access over that part of the easement area where sand is deposited pursuant to this easement; 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 OWNER, his 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 specification 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 work authorized herein; and further reserving to Owner his 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. Owner agrees to neither remove nor grade (except for finish grading with hand tools) sand placed in the easement area or in the adjacent public trust beach once deposited in a government funded renourishment project without the written permission of the Town or other governmental agency sponsoring such project.

3. **NO DAMAGE TO "PERMANENT" IMPROVEMENTS.** Nothing contained herein shall authorize the Town, or anyone operating under license or permission of the Town, to move or damage any permanent improvement within the easement area. If the Town needs for Owner's permanent improvements in the easement area to be removed or relocated in connection with a renourishment or stabilization project, the Owner will be so notified, and the parties will in good faith negotiate for such removal or relocation. In the event of inadvertent damage, the Town agrees to restore the same to its condition prior to the damage. Notwithstanding the foregoing, the Town shall have no responsibility to restore improvements that have been severely damaged by beach or sand dune erosion, or ocean over wash, or that are further damaged during an emergency beach renourishment or stabilization project following a natural disaster.

4. **ASSIGNMENT OF RIGHTS.** The Town shall have the right to temporarily or permanently assign its rights under this instrument to the federal, state, or county governments, or any agencies or departments thereof or any governmental authority formed to implement beach renourishment and stabilization on Bogue Banks.

5. **RUNS WITH THE LAND.** This easement shall be binding on the Owner, and his heirs, successors and assigns, and shall run with the title of the Property.

IN WITNESS WHEREOF Owner has caused this instrument to be signed in its corporate name by its duly authorized officer by authority of its Board of Directors.

Summer Winds Condominiums, Inc.

By: James E. Roy -
Authorized Corporate Officer

STATE OF North Carolina COUNTY OF Carteret

I, a Notary Public of the County and State aforesaid, do hereby certify that James E. Roy Jr.

personally came before me this day and acknowledged that he (or she) is Assistant Secretary of

Summer Winds, a corporation, and that he/she, as Assistant Secretary

has signed and caused to be signed, executed the foregoing on behalf of the corporation. Witness my hand and official stamp or seal this 1

Wanda S. Boney
Notary Public

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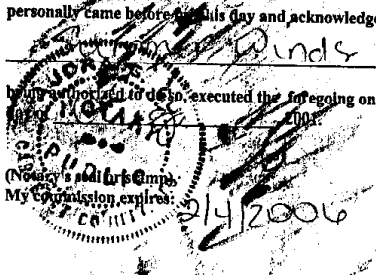


EXHIBIT A

Being the common area as shown on the plats and plans of Summer Winds Condominiums, Inc. as recorded in Map Book 10K, Pages 1 through 21, Map Book 10G Page 21, and Map Book 10H, Page 85, all of the Carteret County Registry.

NORTH CAROLINA, CARTERET COUNTY

The foregoing certificate(s) of Notary Public(s) is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Melanie Arthur, Register of Deeds

By 
Melanie Arthur, Register of Deeds

Melanie Arthur
Carteret County Register of Deeds 2P
MA Date 12/21/2001 Time 09:21:05
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