

4



Doc ID: 01011960004 Type: CRP
Recorded: 10/23/2012 at 10:23:15 AM
Fee Amt: \$26.00 Page 1 of 4
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK **3870** PG **106-109**

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #043251

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW**

**GRANTOR: ENTRUST ADMINISTRATION INC
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS**

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #043251

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

GRANTOR: ENTRUST ADMINISTRATION INC

GRANTEE: TOWN OF NORTH TOPSAIL BEACH

TERM: THIRTY (30) YEARS

In exchange for the sum on One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is acknowledged, the Grantor and Grantor's heirs and assigns (collectively "**Grantor**") convey to the Town of Topsail Beach, North Carolina, a municipal corporation ("**Town**") and on behalf of its representatives, agents, employees, officials, engineers, consultants, surveyors, contractors, subcontractors, permittees, invitees and assignees (collectively "**Grantee**") does now grant and convey unto the **Grantee**, this Easement until **December 31, 2041** to go upon the **Property** to conduct **Activities** in the **Easement Area** (as those italicized terms are defined below), subject to the following conditions:

1. **Property Subject to Easement:** That ocean front property identified as the address of 1434 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #779C-72, and described in [check applicable box]:

Deed Book 2589 and Page 772 of the Onslow County Registry recorded 23-JAN-06 as OCEANBAY VIL 1 L51 of and as shown on Map Book and Page 22-109 of the Onslow County Registry.

See Exhibit A attached.

2. **Easement Area on Property Where Activities May Take Place:** That portion of the **Property**, if any, which (i) is seaward of the first line of stable vegetation, or (ii) is seaward of the toe of the frontal sand dune adjacent to the beach, or (iii) is seaward of the crest of the erosion escarpment, whichever feature is most landward.

3. **Activities.** "**Activities**" are those tasks required of the Town under its **Shoreline Protection Project**, which tasks include evaluating, surveying, studying, monitoring, inspecting, preserving, patrolling, constructing, operating, maintaining, repairing, rehabilitating, nourishing, and replacing the public beach, the dune system and other erosion control and storm damage reduction measures together with appurtenances thereto, including depositing sand, altering **Easement Area** contours and profiles, building berms and dunes, moving, storing, and removing construction equipment and supplies, erecting and removing temporary structures, and performing any other work necessary and incident to the **Shoreline Protection Project** over, at, on, under and above the **Easement Area**. **Activities** do not include moving or damaging permitted permanent improvements within the **Easement Area**.

4. **Grantor Reserved Rights.** **Grantor** reserves the right to construct dune walkover structures to the extent allowed by 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.

5. **Other Conditions:** (a) **Grantee** will indemnify, hold harmless and defend the **Grantor** for any claim arising from **Activities** on the **Property**; (b) **Grantee** has no responsibility to restore or repair natural forces damage; (c) **Grantee** makes no representations on sand volume, if to be placed on or

in front of the **Property** or protective effects the **Activities** or SHORELINE PROTECTION PROJECT will provide the **Property**; (d) **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; (e) This Easement binds **Grantor**, runs with the title to the **Property**, and terminates on **December 31, 2042**; (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**; (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; and (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 Shoreline Protection Project.

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 1th day of August, 2012.

Signature: Gene Gerosi

Print Name: Gene Gerosi

Signature: _____

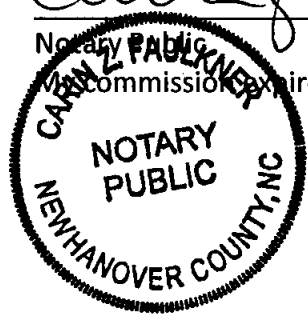
Print Name: _____

STATE OF North Carolina
COUNTY OF Onslow

I, Carin Z Faulkner,
a Notary Public of the County and State aforesaid,
certify that Gene Gerosi
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 August, 2012.

Carin Z Faulkner



My commission expires: November 22, 2012

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 _____, 2012.

Notary Public

My commission expires:

| CONTACT US | HELP



Onslow County Website | Register of Deeds | GIS/Property Mappings

Home Search Property Records
Owner Address Parcel ID Advanced

- Profile
- Sales
- Residential/Commercial
- OBV
- Permits
- Land
- Sketch
- Full Legal
- Agricultural
- Photos
- Values
- Onslow County GIS

Parcel ID: 043251 Map #: 779C-72 Tax Year: 2012
 Loc: Waterview Class: Dwelling NBHD: Ocean Bay Village
 ENTRUST ADMINISTRATION INC 1434 NEW RIVER INLET RD

Parcel
 Parcel: 043251
 Tax Year: 2012
 Property Address: 1434 NEW RIVER INLET RD
 Unit Desc: Unit #
 NBHD: 3055 - Ocean Bay Village
 Class: Dwelling
 Land Use Code: 16 - Waterview
 Living Units: .03
 Mapping Acres: .0323
 CAMA Acres: .0323

Location: Fronting
 Zoning: R-5-R-5
 Map #: 779C-72
 PIN Number: 428820818303
 Total Cards: 1
 Record Type: R

CURRENT RECORD
1 of 1

Buffer Search

REPORTS

Property Record Card

Printable Summary

Printable Version

Legal
 Legal Description: OCEANBAY VIL 1 L51
 Township: 114 - STUMP SOUND
 City Code: 26 - NORTH TOPSAIL BEACH
 Jurisdiction: 1434 - STUMP SOUND NORTH TOPSAIL BEACH
 Plat Book-Page/Subd #: 22-109

Owner Details
 Owner 1: ENTRUST ADMINISTRATION INC
 Owner 2: FBO GENE GRAZIOSI IRA 29553
 Customer ID: 181272000
 Address: 1075 DAVENPORT PL
 WINTERVILLE, NC 28590

Mailing Address

% Ownership: 100
 Nature of Ownership: -

Data Copyright Onslow County, NC [Disclaimer] [Privacy Policy] Last Updated: 16 Aug 2012

Site Design Copyright 1999-2010 Akanda Group LLC. All rights reserved.