

Doc ID: 000811380002 Type: CRP
 Recorded: 08/08/2012 at 11:27:24 AM
 Fee Amt: \$28.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
BK 3793 Pg 304-305

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #044409

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: SOCHIN JONATHAN L & NANCY K FR
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS
 EXCISE TAX: \$ 0.00

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 2364 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778D-58, and described in [check applicable box]:
 - Deed Book 2126 and Page 920 of the Onslow County Registry recorded 10-OCT-03 as NR BEACH CB S1 L8A of and as shown on Map Book and Page 22-205 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 any, to be placed on or

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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 30 day of March, 2012.

Signature: [Signature]

Print Name: Jonathan L. Sochen

Signature: [Signature]

Print Name: NANCY K. FRANTZ

STATE OF Vermont
COUNTY OF Grand Isle

I, Louise H. Koss

a Notary Public of the County and State aforesaid, certify that Jonathan Sochen

and Nancy K. Frantz

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 March, 2012.

[Signature]
Notary Public

My commission expires: 02/10/2015



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: _____

Doc ID: 009811060002 Type: CAP
Recorded: 09/08/2012 at 11:26:64 AM
Fee Amt: \$20.00 Page 1 of 2
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3793 Pg 238-239

BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #035832

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: HORNBECK JAMES R & ELIZABETH M
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS
EXCISE TAX: \$ 0.00

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 2356 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778D-59.1, and described in [check applicable box]:
 - Deed Book 1676 and Page 72 of the Onslow County Registry recorded 12-JAN-01 as NR BEACH CB 1 L9A of and as shown on Map Book and Page 22-205 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 any, to be placed on or

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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 31st day of May, 2012.

Signature: [Signature]
Print Name: Elizabeth Hornbeck
Signature: [Signature]
Print Name: Amanda F. Carlsson

Signature: [Signature]
Print Name: James R. Hornbeck
Signature: _____
Print Name: _____

STATE OF New York
COUNTY OF Ulster

STATE OF New York
COUNTY OF Ulster

I, Amanda F. Carlsson,
a Notary Public of the County and State aforesaid,
certify that Elizabeth M. Hornbeck
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

I, Amanda F. Carlsson,
a Notary Public of the County and State aforesaid,
certify that James R. Hornbeck
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 May 31, 2012.

Witness my hand and official stamp or seal, this
day of June 1, 2012.

[Signature]
Notary Public
My commission expires:

[Signature]
Notary Public
My commission expires:

AMANDA F. CARLSEN
Lic. #01CAG248090
Notary Public State of New York
Qualified in ULSTER
My Commission Expires 05/08/2016

AMANDA F. CARLSEN
Lic. #01CAG248090
Notary Public State of New York
Qualified in ULSTER
My Commission Expires 05/08/2016

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Doc ID: 009811200002 Type: CRP
 Recorded: 08/08/2012 at 11:27:08 AM
 Fee Amt: \$26.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3793 PG 268-269

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #34336

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: NIELSEN WAYNE F & MARGARET S
 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 2284-A NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-14.1, and described in [check applicable box]:
 Deed Book 2652 and Page 678 of the Onslow County Registry recorded 9-May-06 as N TPSL SH 2 BA L48B of and as shown on Map Book and Page 20-015 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 any, to be placed on or

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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 29 day of May, 2012.

Signature: [Signature]
Print Name: WAYNE Nielsen
Signature: _____
Print Name: _____

Signature: [Signature]
Print Name: Margaret Nielsen
Signature: _____
Print Name: _____

STATE OF VIRGINIA
COUNTY OF LOUDOUN
I, Sheraz Francis
a Notary Public of the County and State aforesaid,
certify that WAYNE NIELSEN
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
Instrument.

STATE OF VIRGINIA
COUNTY OF LOUDOUN
I, Sheraz Francis
a Notary Public of the County and State aforesaid,
certify that Margaret Nielsen
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 31st May, 2012.
[Signature]
Notary Public
My commission expires: 2/29/2016

Witness my hand and official stamp or seal, this
day of 31st May, 2012.
[Signature]
Notary Public
My commission expires: 2/29/2016



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Doc ID: 009810980002 Type: CAP
 Recorded: 06/08/2012 at 11:26:44 AM
 Fee Amt: \$28.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK **3793** PO **218-219**

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #031813

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: CONEY ROGER TRUSTEE
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS
 EXCISE TAX: \$ 0.00

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 2390 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778D-53.1, and described in [check applicable box]:
 Deed Book 2536 and Page 176 of the Onslow County Registry recorded 12-OCT-05 as NR BEACH CB 1 L3B of and as shown on Map Book and Page NO-SUBDIV 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 any, to be placed on or

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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 16th day of March, 2012.

Signature: Roger Conroy III
Print Name: Roger Conroy
Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

STATE OF Virginia
COUNTY OF Stafford

STATE OF _____
COUNTY OF _____

I, Ana Bonilla
a Notary Public of the County and State aforesaid,
certify that Roger Conroy
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

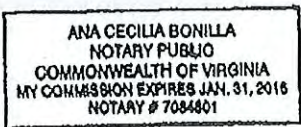
I, _____
a Notary Public of the County and State aforesaid,
certify that _____
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

Witness my hand and official stamp or seal, this
day of 16th March, 2012.

Witness my hand and official stamp or seal, this
day of _____, 2012.

Ana Bonilla
Notary Public
My commission expires:

Notary Public
My commission expires:



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Doc ID: 009966720003 Type: CRP
Recorded: 08/14/2012 at 03:46:10 PM
Fee Amt: \$28.00 Page 1 of 3
Revenue Tax: \$0.00
Onslow County NO
Rebecca L. Pollard Reg. of Deeds
BK 3831 Pg 622-624

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #1571

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

GRANTOR: KRUSHELNISKY KENNETH & FRANCES

GRANTEE: TOWN OF NORTH TOPSAIL BEACH

TERM: THIRTY (30) YEARS

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BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #778C-10

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

GRANTOR: KRUSHELNISKY KENNETH & FRANCES

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, 2276-2 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-10, and described in [check applicable box]:

Deed Book 1751 and Page 777 of the Onslow County Registry recorded 9/11/2001 as N TPSL SH 2 BA L44A of and as shown on Map Book and Page 20-015 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 any, to be placed on or in front of the Property or protective effects the *Activities* or SHORELINE PROTECTION PROJECT will



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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 26th day of June, 2012.

Signature: *Kenneth Krushelnisky*
Print Name: Kenneth Krushelnisky
Signature: *Frances Krushelnisky*
Print Name: Frances Krushelnisky

STATE OF North Carolina
COUNTY OF Onslow

I, Corn Z. Faulkner
a Notary Public of the County and State aforesaid,
certify that Kenneth Krushelnisky
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

Witness my hand and official stamp or seal, this
26th day of June, 2012.

Corn Z. Faulkner
Notary Public

My commission expires:
November 22, 2016



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AUG 27 2014

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:

Doc ID: 009968780003 Type: CRP
Recorded: 08/14/2012 at 03:46:13 PM
Fee Amt: \$26.00 Page 1 of 3
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3831 pg 631-633

BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #34795

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: MAURAKIS TIMOTHY A & ANDREW P &
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

[Faint, illegible text and signatures, likely the body of the easement agreement and signatures of the grantors and grantee.]

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DCM WILMINGTON, NC
AUG 27 2014



BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #778C-22.1

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

GRANTOR: MAURAKIS TIMOTHY A & ANDREW P &

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, 2304 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-22.1, and described in [check applicable box]:

Deed Book 3296 and Page 261 of the Onslow County Registry recorded 9/18/2009 as N TPSL SH 2 BA L56B of and as shown on Map Book and Page 20-015 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 any, to be placed on or in front of the *Property* or protective effects the *Activities* or SHORELINE PROTECTION PROJECT will

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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 20 day of June, 2012.

Signature: [Handwritten Signature]
Print Name: TIMOTHY A. MAURAKIS
Signature: [Handwritten Signature]
Print Name: ANDREW P. MAURAKIS

Signature: [Handwritten Signature]
Print Name: V BICOVARIS
Signature: _____
Print Name: _____

STATE OF Virginia
COUNTY OF Danville

STATE OF ILLINOIS
COUNTY OF LAKE

I, Donna N. Gibson
a Notary Public of the County and State aforesaid,
certify that Timothy Maurakis
and Andrew P. Maurakis
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

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 June, 2012.

Witness my hand and official stamp or seal, this
day of _____, 2012.

[Handwritten Signature]

Notary Public
My commission expires: 1-31-2016



Notary Public
My commission expires: _____

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AUG 27 2014



Doc ID: 009969770003 Type: CAP
Recorded: 08/14/2012 at 03:46:16 PM
Fee Amt: \$28.00 Page 1 of 3
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3831 PG 637-639

BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #1574

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: NEAL GEORGE III
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

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AUG 27 2014

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #778C-14

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: NEAL GEORGE III
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

In exchange for the sum of 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, 2284-B NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-14, and described in [check applicable box]:

Deed Book 3622 and Page 844 of the Onslow County Registry recorded 7/14/2011 as N TPSL SH 2 BA 148A of and as shown on Map Book and Page 20-015 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 any, to be placed on or in front of the Property or protective effects the Activities or SHORELINE PROTECTION PROJECT will

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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 29th day of MAY, 2012.

Signature: [Signature]
Print Name: GEORGE C. NEAL III
Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

STATE OF NC
COUNTY OF Guilford

STATE OF _____
COUNTY OF _____

I, LeeAnn K Wolfe
a Notary Public of the County and State aforesaid,
certify that George C Neal III
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
Instrument.

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 June 10, 2012.

Witness my hand and official stamp or seal, this
day of _____, 2012.

[Signature]
Notary Public March 5, 2016
My commission expires:

Notary Public
My commission expires:

LEEANN K. WOLFE
Notary Public
Guilford County, North Carolina
My Commission Expires March 5, 2016

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AUG 27 2014



Doc ID: 010112230003 Type: CRP
 Recorded: 10/23/2012 at 10:23:42 AM
 Fee Amt: \$26.00 Page 1 of 3
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3870 Pg 184-186

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #5654

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: TYSON STREET PARTNERS INC
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS

In exchange for the sum of 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 2290-2 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-16, and described in [check applicable box]:
 Deed Book 3636 and Page 940 of the Onslow County Registry recorded 40766 as N TPSL SH 2 BA L50A of and as shown on Map Book and Page 20-015 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.

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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 any, 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 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 21 day of August, 2012.

Signature: Suzanne O'Hanlon

Print Name: Suzanne O'Hanlon

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

STATE OF North Carolina
COUNTY OF Wake

STATE OF _____
COUNTY OF _____

I, Myshalna J. Kehinde
a Notary Public of the County and State aforesaid,
certify that Suzanne O'Hanlon
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

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 August, 2012.

Witness my hand and official stamp or seal, this day of _____, 2012.

Myshalna J. Kehinde
Notary Public
My commission expires: June 10, 2017

Notary Public
My commission expires: _____

**Myshalna J. Kehinde
NOTARY PUBLIC
Wake County, NC**

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AUG 27 2014



BUSINESS CORPORATION ANNUAL REPORT

NAME OF BUSINESS CORPORATION: Tyson Street Partners, Inc.

SECRETARY OF STATE ID NUMBER: 0419007 STATE OF FORMATION: NC

REPORT FOR THE FISCAL YEAR END: 12/31/2011

Filing Office Use Only
<input checked="" type="checkbox"/> Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Suzanne O'Hanlon

2. SIGNATURE OF THE NEW REGISTERED AGENT: *Suzanne O'Hanlon*
SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED OFFICE STREET ADDRESS & COUNTY
120 Livingstone Dr
Cary, NC 27513 Wake

4. REGISTERED OFFICE MAILING ADDRESS
120 Livingstone Dr
Cary, NC 27513

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Consulting

2. PRINCIPAL OFFICE PHONE NUMBER: (919) 210-2222 3. PRINCIPAL OFFICE EMAIL: _____

4. PRINCIPAL OFFICE STREET ADDRESS & COUNTY
120 Livingstone Dr
Cary, NC 27513 Wake

5. PRINCIPAL OFFICE MAILING ADDRESS
2420 Tyson St
Raleigh, NC 27612

SECTION C: OFFICERS (Enter additional Officers in Section E.)

NAME: <u>Suzanne O'Hanlon</u>	NAME: <u>Suzanne O'Hanlon</u>	NAME: _____
TITLE: <u>President</u>	TITLE: <u>Secretary</u>	TITLE: _____
ADDRESS: _____	ADDRESS: _____	ADDRESS: _____
<u>120 Livingstone Dr.</u>	<u>120 Livingstone Dr.</u>	_____
<u>Cary, NC 27513</u>	<u>Cary, NC 27513</u>	_____

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Suzanne O'Hanlon August 19, 2012
SIGNATURE DATE
Form must be signed by an officer listed under Section C of this form

Suzanne O'Hanlon President
Print or Type Name of Officer TITLE

SUBMIT THIS ANNUAL REPORT WITH THE REQUIRED FILING FEE OF \$25

MAIL TO: Secretary of State, Corporations Division, Post Office Box 26025, Raleigh, NC 27626-0525



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CORPORATIONS DIVISION, NC
AUG 27 2014

Doc ID: 00986810002 Type: CAP
Recorded: 08/14/2012 at 03:45:19 PM
Fee Amt: \$28.00 Page 1 of 2
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3831 PG 646-647

BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #33884

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: TEEN PATRICK A & EILEEN F
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 2314-1 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-26.1, and described in [check applicable box]:
 Deed Book 3411 and Page 477 of the Onslow County Registry recorded 40326 as N TPSL SH 2 BA L60B of and as shown on Map Book and Page 20-015 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.

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AUG 27 2014

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 any, 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 _____ day of _____, 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: _____

Signature: Eileen F Teen

Print Name: EILEEN F TEEN

Signature: Patrick A Teen

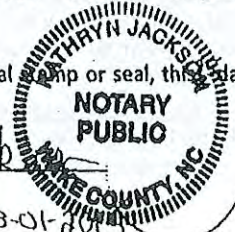
Print Name: PATRICK A. TEEN

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, KATHRYN JACKSON,
a Notary Public of the County and State aforesaid,
certify that EILEEN F TEEN
and PATRICK A TEEN
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 JULY, 2012.

Kathryn Jackson
Notary Public
My commission expires: 03-01-2015



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Doc ID: 009810930002 Type: CRP
 Recorded: 08/08/2012 at 11:26:41 AM
 Fee Amt: \$28.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
3793 PO 210-211

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #002200

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: CHALMIN JEAN P & EILEEN
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS
 EXCISE TAX: \$ 0.00

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 2342 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-38, and described in [check applicable box]:
 Deed Book 662 and Page 355 of the Onslow County Registry recorded 12-AUG-83 as N TPSL 2 BA L71&72AE1/2 of and as shown on Map Book and Page 20-015 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 any, to be placed on or

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 AUG 27 2014

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 10th day of March, 2012.

Signature: [Signature]
Print Name: JEAN PIERRE CHALMIN
Signature: [Signature]
Print Name: EILEEN CHALMIN

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

STATE OF _____
COUNTY OF _____

I, Maria Mignone
a Notary Public of the County and State aforesaid,
certify that Jean Pierre Chalmin
and Eileen Chalmin
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

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 10 March, 2012.

Witness my hand and official stamp or seal, this
day of _____, 2012.

[Signature]
Notary Public
My commission expires:

Notary Public
My commission expires:

MARIA MIGNONE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 3, 2018

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Doc ID: 00988640003 Type: CRP
Recorded: 08/14/2012 at 03:45:02 PM
Fee Amt: \$26.00 Page 1 of 3
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

Bk 3831 Pg 596-598

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #1572

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: COZY HOMES OF NORTH CAROLINA INC
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

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BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #778C-12

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: COZY HOMES OF NORTH CAROLINA INC
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

In exchange for the sum of 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, 2280-2 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-12, and described in [check applicable box]:

Deed Book 3337 and Page 133 of the Onslow County Registry recorded 12/17/2009 as N TPSL SH 2 BA L46B of and as shown on Map Book and Page 20-015 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 any, to be placed on or in front of the *Property* or protective effects the *Activities* or SHORELINE PROTECTION PROJECT will

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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 11th day of July, 2012.

Signature: Jeane Marvon

Print Name: Jeane Marvon

Signature: _____

Print Name: _____

STATE OF New York
COUNTY OF Erie

I, Marlene P. Valentine
a Notary Public of the County and State aforesaid,
certify that Jeane Marvon
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

Witness my hand and official stamp or seal, this
11 day of July, 2012.

Marlene P. Valentine
Notary Public
My commission expires: May 29 2015

MARLENE P. VALENTINE
Notary Public, State of New York
No. 01-VA806810
Qualified in Niagara County
My Commission Expires 05/29/2015

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:

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AUG 27 2014


 Doc ID: 009811420002 Type: GRP
 Recorded: 06/08/2012 at 11:27:30 AM
 Fee Amt: \$28.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
BK 3793 PG 316-317

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #044405

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: VANN GEORGE C & DIANN L
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS
 EXCISE TAX: \$ 0.00

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 2386 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778D-54, and described in [check applicable box]:
 - Deed Book 1881 and Page 838 of the Onslow County Registry recorded 12-AUG-02 as NR BEACH CB S1 L4 of and as shown on Map Book and Page 22-205 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 any, to be placed on or

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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 8th day of MARCH, 2012.

Signature: [Handwritten Signature]

Print Name: GEORGE C. VANN


Signature: [Handwritten Signature]

Print Name: DIANN L VANN

STATE OF MARYLAND
COUNTY OF CHARLES

I, TERESA A CORY
a Notary Public of the County and State aforesaid,
certify that DIANN LYNN VANN
and GEORGE C VANN
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 MARCH 8, 2012.

Teresa A Cory
Notary Public
My commission expires: 05/31/13


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: _____

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AUG 27 2014

Doc ID: 009988840012 Type: CRP
Recorded: 08/14/2012 at 03:46:22 PM
Fee Amt: \$28.00 Page 1 of 12
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3831 PG 654-665

BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #42745

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: WEINSTEIN SYDNEY T & OTHERS
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

In exchange for the sum of 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 2310-1 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-24.1, and described in [check applicable box]:
 Deed Book 1165 and Page 838 of the Onslow County Registry recorded 24-Feb-94 as N TPSL SH 2 BA L58B of and as shown on Map Book and Page 20-015 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.

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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 any, 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 29 day of June, 2012.

Signature: Pauline M. Weinstein
Print Name: PAULINE WEINSTEIN
Signature: _____
Print Name: _____

Signature: Mila Masur
Print Name: Mila Masur
Signature: DCM
Print Name: DANIEL R MASUR

STATE OF North Carolina
COUNTY OF Onslow

STATE OF North Carolina
COUNTY OF Onslow

I, Christine Z Henderson,
a Notary Public of the County and State aforesaid,
certify that Pauline Weinstein
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

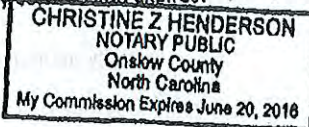
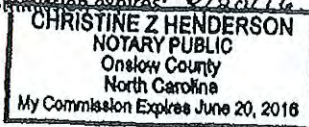
I, Christine Z Henderson,
a Notary Public of the County and State aforesaid,
certify that Mila Masur
and Daniel R Masur
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

Witness my hand and official stamp or seal, this 29 day
of June, 2012.

Witness my hand and official stamp or seal, this 29 day
of June, 2012.

Christ Z Henderson
Notary Public
My commission expires: 6/20/16

Christ Z Henderson
Notary Public
My commission expires: 6/20/16



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LAST WILL AND TESTAMENT
OF
SIDNEY THOMAS WEINSTEIN

I, SIDNEY THOMAS WEINSTEIN, a resident of Great Falls in Fairfax County in the Commonwealth of Virginia, and a citizen of the United States, do make, publish and declare this my last will and testament ("Will") and revoke all former wills and codicils.

I am married to PAULINE M. WEINSTEIN, and references to my "Wife" are to her. My Wife and I have three children, HALBE F. WEINSTEIN, MILA S. MASUR and MICHAEL D. WEINSTEIN. References to my "child(ren)" are to them.

ARTICLE ONE - TANGIBLE PERSONAL PROPERTY:

I may leave a list or other writing describing certain items of my tangible personal property to be distributed to certain named individuals. If I leave a writing, and it is legally binding, I direct that it be followed and prevail over the dispositions below in this Article. If the writing is not legally binding, I request that my wishes, as expressed therein, be followed.

If no writing is found within thirty (30) days of my death, my estate shall be administered as if none exists.

I give all items not contained in a list to my Wife, PAULINE M. WEINSTEIN, if she survives me.

If my Wife does not survive me, I give the items to my children who survive me, to be divided in approximately equal shares, as they agree, or if they are unable to agree, as the Executor determines. The determination of the Executor is conclusive on all persons interested in my estate. The living children of a deceased child of mine shall take the share of their parent.

ARTICLE TWO - PAYMENT OF TAXES:

The Executor shall pay all estate, inheritance, legacy, succession or other death taxes imposed on account of my death (including interest and penalties on those taxes, but excluding any tax imposed as a result of a direct skip under Chapter 13 or IRC sections 2036, 2041 or 2044, or a corresponding section of state law) (collectively, "Estate Taxes"), from the residue of my estate, including any trust established under my Will to hold part or all of the residue.

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MALONEY & YURACHEK, P.C., 104 North Oak Street, Falls Church, Virginia 22046

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Any asset upon which Estate Taxes are imposed that would be entitled to any deduction in computing any Estate Taxes shall have the full benefit of that deduction in determining its proper share of Estate Taxes.

ARTICLE THREE - RESIDUE:

A. I give the rest, residue and remainder of my property and estate, real and personal, of whatever nature and wherever situated, including any property before mentioned but not effectually disposed of ("residue") to my Wife, PAULINE M. WEINSTEIN, if she survives me.

If my Wife survives, but disclaims any assets, the assets shall be distributed to the Trustee of the Weinstein Family Trust.

B. If my Wife fails to survive me, or if the Weinstein Family Trust is created, at the death of my Wife, the assets shall be divided into as many equal shares as required to provide one (1) share for each of my children who is living and one (1) share for the then living issue, *per stirpes*, of each child of mine who has died leaving issue surviving.

Any share for the issue of a deceased child shall be further divided into as many equal shares as required to provide one share for each of the issue, *per stirpes*.

The share or portion for each beneficiary shall be distributed to him or her, subject to the provisions of Article Four.

C. If the Weinstein Family Trust ("Family Trust") is created by the provisions of this Article, the trust shall be managed and administered according to the following terms:

1. During the lifetime of my Wife, the Trustee shall distribute to or for her all of the net income of the Family Trust.

2. The Trustee shall also distribute to or for my Wife as much of the trust principal as required for her health, education and maintenance and for support in her accustomed manner of living. In making distributions under this paragraph, the Trustee need not consider other sources of income and assets available to my Wife.

3. The primary purpose of the Family Trust is to provide for my Wife and to insure that she is able to enjoy a comfortable lifestyle throughout her lifetime. The Trustee shall give primary consideration to the needs and desires of my Wife.

4. My Wife as Trustee has no authority to participate in any distribution as to which she would be an Interested Trustee, as that term is defined herein. *PTW*

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5. Upon the death of my Wife, assets remaining in the Family Trust shall be distributed as provided in Paragraph B of this Article.

D. If under the terms of this Article a part of my estate would be distributable to a beneficiary immediately upon receipt by the Trustee, notwithstanding any provision herein to the contrary, I direct that part of my estate be distributed by the Executor directly to the beneficiary.

ARTICLE FOUR - TRUST PROVISIONS FOR CERTAIN BENEFICIARIES:

If the Executor or Trustee determines it is in the best interests of a beneficiary to do so, property passing to a beneficiary who has not reached twenty-five (25) ("beneficiary") at the time the property is to be distributed to him or her may be distributed instead to the Trustee. The property shall be held in a separate trust for each beneficiary who would otherwise receive property outright, and each beneficiary shall be the sole beneficiary of his or her separate trust share (referred to in this Article as a "trust").

A. The following provisions apply during the term of each trust.

1. The Trustee shall distribute to or for the beneficiary as much of the net income and/or principal of the trust as the Trustee determines advisable for the beneficiary's health, education, maintenance and support in his or her accustomed manner of living.

It is my preference, but not my direction, that priority be given to distributions for educational expenses for any beneficiary who has not completed his or her education.

2. The Trustee may distribute to or for the beneficiary as much of the net income and/or principal of the trust as the Trustee determines for any purpose.

3. Undistributed net income shall be accumulated and added to principal annually.

B. At the earlier of the date on which the beneficiary reaches twenty-five (25) or the end of the Maximum Duration for Trusts, defined below, the Trustee shall distribute the remaining trust property to the beneficiary, or if he or she is not then living, to the estate of the beneficiary.

C. The Maximum Duration for Trusts means the longest period that property may be held in trust under this Agreement under the applicable rules governing perpetuities, vesting, accumulations, the suspension of alienation, and the like (including any applicable period in gross such as twenty-one (21) years and ninety (90) years).

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If under those rules the Maximum Duration for Trusts shall be determined (or alternatively determined) with reference to the death of the last survivor of a group of persons alive on the date of my death, those persons shall be my Wife and my descendants.

ARTICLE FIVE - SPENDTHRIFT TRUST:

No interest in any trust hereunder shall be subject to the liabilities or creditor claims of any beneficiary or to assignment or anticipation.

If the Trustee determines that a beneficiary would not benefit as greatly from any outright distribution of trust income or principal because of the availability of the distribution to the beneficiary's creditors, the Trustee shall instead expend those amounts for the benefit of the beneficiary. This direction is intended to enable the Trustee to give the beneficiary the maximum possible benefit and enjoyment of all of the trust income and principal to which the beneficiary is entitled.

ARTICLE SIX - QUALIFIED RETIREMENT BENEFITS:


"Qualified Retirement Benefits" means amounts held in or payable pursuant to a plan (of whatever type) qualified under Code Sec. 401 or an individual retirement arrangement under Code Sec. 408 or Code Sec. 408A or a tax-sheltered annuity under Code Sec. 403 or any other benefit subject to the distribution rules of Code Sec. 401(a)(9).

The Executor or Trustee may exercise any right to determine the manner and timing of payment of Qualified Retirement Benefits that is available to the recipient of the benefits, but must exercise these rights in a manner consistent with the federal income tax rules regarding required distributions under Code Sec. 401(a)(9).

The Executor and Trustee are authorized to identify and designate the person who is the "designated beneficiary" under applicable provisions of the Code and Regulations, and whose life expectancy may be used to measure payments to any trust. The Executor or Trustee may name as designated beneficiary any person to whom income, principal, or both may then be distributable under the terms of this Will or any trust hereunder.

Notwithstanding any other provision herein, the Executor or Trustee shall promptly distribute to the beneficiary outright and free of trust, all amounts withdrawn by or distributed to the Executor or Trustee from any plan, trust or account as to which that person is the designated beneficiary, and that are not otherwise distributable to the person under other provisions herein.

ARTICLE SEVEN - EXECUTORS AND TRUSTEES:

A. I appoint my Wife, PAULINE M. WEINSTEIN, as Executor of my estate. If she ceases or fails to serve, I appoint my daughter, HALEE F. WEINSTEIN, as Alternate 

Page 4 of 9
Last Will and Testament of Sidney Thomas Weinstein

Initials: _____

MALONEY & YURACHEK, P.C., 104 North Oak Street, Falls Church, Virginia 22046

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Executor. If she ceases or fails to act, I name my daughter, MILA S. MASUR, or my son, MICHAEL D. WEINSTEIN, in that order, as Alternate Executor.

If the Weinstein Family Trust is created at my death, my Wife may act as sole Trustee of the trust if she wishes to do so. If my Wife fails or ceases to act as Trustee, or if at any time a Co-Trustee is needed and my Wife fails to appoint one, I appoint my daughter, HALBE F. WEINSTEIN as (Co-)Trustee of the Weinstein Family Trust. If my daughter ceases or fails to act, I name MILA or MICHAEL, in that order, to succeed her.

I appoint one or both of my surviving children as Trustee of the trust under Article Four.

B. Any Trustee may appoint a Successor Trustee to serve upon the death, incapacity or resignation of the Trustee making the appointment, provided, that no appointment of a Successor is effective if any Successor appointed herein is willing and able to act.

Any Executor or Trustee may appoint a Co-Executor or Co-Trustee, provided, that if more than one Executor or Trustee is acting at the time, the appointment must be unanimous.

Any appointment shall be made by a written instrument delivered to the individual appointed, to all adult beneficiaries and to the Guardian(s) of minor beneficiaries and may be revoked or changed by a similar instrument prior to becoming effective.

A Trustee may resign by a written instrument filed in the court where this Will is probated, and the resignation takes effect upon the filing.

C. I direct that the Trustees not be required to file annual accounts with a court as otherwise required by Virginia (or any other state) law and that the Executor and Trustees be exempt from giving bond or other security.

D. An "Interested Trustee" for any trust is a Trustee who is (i) a transferor of property to the trust, including a person whose qualified disclaimer resulted in property passing to the trust; or (ii) a person who is or in the future may be eligible to receive income or principal pursuant to the terms of the trust. A Trustee described in (i) is an Interested Trustee only with respect to the transferred property (including income and gain on, and reinvestment of, such property). A person is described in (ii) even if he or she has a remote contingent remainder interest, but is not described in (ii) if the person's only interest is as a potential appointee under a Non-Fiduciary Power of appointment held by another person the exercise of which will take effect only in the future, such as a testamentary power held by a living person. A Trustee who is not an Interested Trustee is a "Disinterested Trustee."

Notwithstanding any other provisions of this Will, each Trustee is prohibited from making, voting on, or otherwise participating in any discretionary distribution of income or

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principal from a trust that would discharge or substitute for a legal obligation of that Trustee, including the obligation to support a beneficiary of the trust.

E. Each Executor and Trustee shall be reimbursed for expenses and is entitled to receive reasonable compensation in accordance with the law of Virginia in effect at the time of payment, unless an Executor or Trustee waives compensation.

If an institution with trust powers acts as Executor or Trustee, it shall be compensated in accordance with its fee schedule as in effect at the time of payment.

ARTICLE EIGHT - FIDUCIARY POWERS:

Without prior authority from any court, as to any property in my estate or any trust, or otherwise in their possession, any Executor or Trustee may exercise all powers conferred by law upon Executors and Trustees, or both (including all of those powers more particularly enumerated in Section 64.1-57 of the Code of Virginia, as amended, which powers are incorporated herein by reference), or expressed in this Will, and I intend that these powers be construed in the broadest possible manner, except as otherwise specifically noted herein:

- Power to determine what property is covered by general descriptions in this Will.

- Power to pay my debts (including the expenses of my last illness, which may be paid out of my estate) and the expenses of my funeral and disposition of my remains in keeping with my wishes, as soon as the convenience of my estate permits and without regard to any limitation in applicable law as to the amount of the expenses.

If any property in which I have an interest is encumbered by a deed of trust or lien or is pledged to secure any obligation, I intend that the indebtedness not mandatorily be charged to or paid by my estate, but that the Executor have absolute discretion as to whether the indebtedness is paid in whole or in part.

- Power to pay or deliver any legacy without waiting the time prescribed by law.

- Except as otherwise specifically provided, power to apply to the use of any person any property, whether principal or income, vesting in or payable to that person, and in the case of a minor (a) to do so without regard either to the duty of any person to furnish support for the minor or the availability of other funds for that purpose, or (b) to pay or deliver the same to the minor, or to a guardian or custodian under a gifts or transfer to minors act, including a custodian selected by the Executor or Trustee (who may select age twenty-one (21) for termination of the custodianship), or to a parent of a minor, or to a person with whom the minor resides.

S.T.W.

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• Power without the consent of any beneficiary to make distributions (including the satisfaction of any pecuniary bequest) in cash or in specific property, real or personal, or an undivided interest therein, or partly in cash and partly in such property.

• Power to exchange, lease or mortgage real property or to sell the property at public or private sale, for cash or upon credit or partly for cash and partly for credit and upon other terms the Executor or Trustee determines, and to execute and deliver deeds, leases, mortgages and other related instruments. No purchaser is liable for the application of the proceeds of any sale.

• Power to take any action with respect to any security, stock, bond, commodity, certificate of deposit, treasury bill or note, option, annuity, interest in a mutual fund, limited partnership interest or any other type of property, real or personal, tangible or intangible, of whatever kind and nature without limitation, and specifically to exercise or decline to exercise any stock option.

• Power to allocate receipts and disbursements between income and principal in the manner the Executor or Trustee determines, even though a particular allocation may be inconsistent with otherwise applicable state law.

• Subject to other provisions herein, power to permit any person having any interest in the income of the trust to occupy real property upon terms the Trustee deems proper, whether rent free or for the payment of taxes, insurance, maintenance and ordinary repairs, or otherwise; however, my Wife shall not be required to pay for her use of any real property.

• Power to exercise all rights, elections, options, privileges and other powers, to receive all payments, in respect of any insurance policy on my life or the life of another if the policy is owned by me or relating to me or any other person, including but not limited to the power to collect dividends, death or other benefits (including disability benefits), surrender payments, and any other payment that is due or collectible, and if I am the owner of a policy of insurance on the life of another, power to continue paying the premiums or to discontinue payments, in the discretion of the Executor or Trustee.

ARTICLE NINE - DEFINITIONS AND MISCELLANEOUS PROVISIONS:

The following definitions and miscellaneous provisions apply under this Will:

A. References to "children" and "descendants" include children and descendants whenever born as well as those legally adopted prior to the age of nineteen (19).

B. If the date of death of a beneficiary is relevant to his or her entitlement, a beneficiary who dies within ninety (90) days following the date of my death or the termination

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of, or distribution from, any trust under this Will, is deemed to have predeceased me for all purposes of this Will.

C. Property to be divided among the surviving or then living descendants of any person, "per stirpes" shall be divided into as many equal shares as there are then living children or descendants of deceased children of that person. A share allocated to a deceased child of a person shall be divided further among the surviving or then-living descendants of the deceased child in the same manner.

D. References to the "Internal Revenue Code" or "Code" or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. References to the "Regulations" or "Regs" are to the Treasury Regulations under the Internal Revenue Code.

B. If I am the custodian of any property for the benefit of a minor under the Uniform Gifts to Minors Act or Uniform Transfer to Minors Act of any state and if no successor custodian is otherwise appointed, I appoint my Wife as successor custodian. If my Wife is unable or unwilling to serve as successor, I appoint any of my children as successor custodian. I also delegate to my Wife or if she fails to serve, to any of my children, all rights I hold at the time of my death with respect to any account created under IRC §529 or any similar account.

IN WITNESS WHEREOF, I have set my hand this 11th day of May, 2007.

SIDNEY THOMAS WEINSTEIN

The foregoing instrument, published and declared by the Testator to be his Last Will and Testament ("Will"), in the presence of us, all present at the same time, who at his request, in his presence and in the presence of each other, have hereto subscribed our names as witnesses this 11th day of May, 2007.

Sharon L. Snell residing at Mecklenburg, Pa.
Jessica Adam residing at Woodbridge V.A.

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

Before me, the undersigned notary public, on this day personally appeared SIDNEY THOMAS WEINSTEIN, Sharon Snell, and Jessica Adam, known to me to be the Testator and the witnesses, respectively, whose names are signed to the foregoing instrument and, all of these persons being by me first duly sworn, SIDNEY THOMAS WEINSTEIN, the Testator, declared to me and to the witnesses in my presence that the instru-

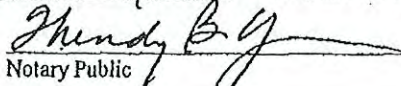
Page 8 of 9
Last Will and Testament of Sidney Thomas Weinstein

MALONEY & YURACHEK, P.C., 104 North Oak Street, Falls Church, Virginia 22046

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ment is his Will that he had willingly signed and executed it in the presence of the witnesses as his free and voluntary act for the purposes therein expressed; that the witnesses stated before me that the foregoing Will was executed and acknowledged by the Testator as his Will in the presence of the witnesses who in his presence and at his request, and in the presence of each other subscribed their names as attesting witnesses on the day of the date of the Will, and that the Testator, at the time of execution of the Will, was over the age of eighteen (18) years and of sound and disposing mind and memory.

Sworn and acknowledged before me by SIDNEY THOMAS WEINSTEIN, the Testator, and Sharon Snell, witness, and Jessica Adams, witness, this 11th day of May, 2007.


Notary Public

My Commission Expires: July 31, 2007
8274weinstein.will

Page 9 of 9
Last Will and Testament of Sidney Thomas Weinstein

MALONEY & YURACHEK, P.C., 104 North Oak Street, Falls Church, Virginia 22046

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COMMONWEALTH OF VIRGINIA - CERTIFICATE OF DEATH
DEPARTMENT OF HEALTH - DIVISION OF VITAL RECORDS - RICHMOND

COPY 1 FOR DIVISION OF VITAL RECORDS		REGISTRATION AREA NUMBER 129	CERTIFICATE NUMBER 1669	STATE FILE NUMBER
1. FULL NAME OF DECEDENT Sidney Thomas Weinstein				2. SEX male <input checked="" type="checkbox"/> female <input type="checkbox"/>
3. DATE OF DEATH May 24, 2007		4. AGE 72 years	5. IF UNDER 1 YEAR months days	6. IF UNDER 1 DAY hours minutes seconds
7. NAME OF HOSPITAL OR INSTITUTION OF DEATH (Name, no. and city)				8. DATE OF BIRTH November 1, 1934
9. PLACE OF DEATH None - Residence				10. COUNTY OF DEATH (If independent city, leave blank) Fairfax County
11. STATE (OR FOREIGN COUNTRY) OF DECEDENT'S RESIDENCE Virginia			12. COUNTY OF DECEDENT'S RESIDENCE (If independent city, leave blank) Fairfax County	
13. CITY OR TOWN OF RESIDENCE Great Falls			14. STREET ADDRESS OR R.T. NO. OF RESIDENCE 11936 Holly Branch Court	
15. ZIP CODE 22066			16. MARRIAGE HISTORY (Specify only highest grade completed) Elementary/Secondary (9-12) _____ College (1-4 or 6+) 5+	
17. NAME OF DECEDENT'S FATHER Morris Weinstein		18. MARRIAGE HISTORY (Specify only highest grade completed) Elementary/Secondary (9-12) _____ College (1-4 or 6+) 5+		
19. RACE OF DECEDENT White		20. EDUCATION (Specify only highest grade completed)		
21. CITIZEN OF WHAT COUNTRY U.S.A.		22. BIRTHPLACE (State or country) New Jersey		
23. SOCIAL SECURITY NUMBER 153 - 30 - 0833		24. USUAL OR LAST OCCUPATION Intelligents Officer		
25. MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/>		26. WIDOWED <input checked="" type="checkbox"/> WIDOWED <input type="checkbox"/>		
27. MARRIED OR WIDOWED, NAME OF SPOUSE (If divorced, leave blank) Pauline Weinstein		28. INFORMATION - OR SOURCE OF INFORMATION - RELATIONSHIP Pauline Weinstein - Wife		
29. PART I. Enter the disease, injury, or complication that caused the death. Do not enter the mode of dying, such as cerebral or respiratory arrest, shock, or heart failure. List only one cause on each line. IMMEDIATE CAUSE (Final disease or condition resulting in death) Chronic Obstructive Airway Disease				30. AUTOPSY AUTHORIZED BY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
31. PART II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.				
32. IF FEMALE, WAS THERE A PREGNANCY IN PAST 3 MONTHS? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		33. IF EXTERNAL CAUSE, IT WAS PRIMARY <input type="checkbox"/> OR CONTRIBUTED TO CAUSE OF DEATH <input type="checkbox"/>		
34. TIME OF INJURY (no., day, hour, min.) 6:15 PM		35. INJURY OCCURRED while at work <input type="checkbox"/> not while at work <input checked="" type="checkbox"/>		
36. PLACE OF INJURY (Home, farm, factory, street, office, ship, etc.) 6:15 PM		37. PLACE OF INJURY (Home, farm, factory, street, office, ship, etc.) 6:15 PM		
38. ACTUAL SIGNATURE S. Weinstein				39. DATE SIGNATURE 5/25/07
40. NAME OF ATTENDING PHYSICIAN (Type or Print) S. Weinstein				41. ADDRESS OF ATTENDING PHYSICIAN 4715 N. 15th St. Arlington, VA 22205
42. SIGNATURE OF FUNERAL DIRECTOR OR PERSON AUTHORIZED TO SIGN THIS CERTIFICATE A. Weinstein				43. NAME OF FUNERAL HOME AND ADDRESS Metropolitan Crematory Alexandria, VA Jefferson Funeral Chapel 5155 Castlewallan Dr. Alexandria, VA 22311
44. SIGNATURE OF REGISTRAR [Signature]				45. DATE RECORD FILED 5/30/07

IMPORTANT: Use black ink only in recording or signing. Do not use red ink for corrections. This is a permanent record and subject to reproduction by means of other photographic process.

NOTE: If "Pending" must be indicated on this in part 1 and notify registrar of final decision as soon as possible.

VS-2 (7/04)

This is to certify that this is a true and correct reproduction of the original record filed with the **FAIRFAX COUNTY HEALTH DEPARTMENT, FAIRFAX VIRGINIA.**

MAY 30, 2007
DATE ISSUED

[Signature]
DEPUTY REGISTRAR

(SEAL)

VOID IF ALTERED OR DOES NOT BEAR IMPRESSED SEAL

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Doc ID: 010112080002 Type: CRP
 Recorded: 10/23/2012 at 10:23:28 AM
 Fee Amt: \$26.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3870 PG 151-152

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #15866

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: KREIGHBAUM WILLIAM M
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS

In exchange for the sum of 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 2324-2 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-30, and described in [check applicable box]:
 Deed Book 3415 and Page 539 of the Onslow County Registry recorded 40333 as N TPLS 2 BA L64A E1/2 of and as shown on Map Book and Page 20-015 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.

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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 any, 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 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 21ST day of August, 2012.

Signature: William M. Kreighbaum
Print Name: WILLIAM M. KREIGHBAUM
Signature: _____
Print Name: _____

Signature: William M. Kreighbaum
Print Name: WILLIAM M. KREIGHBAUM
Signature: _____
Print Name: _____

STATE OF VA
COUNTY OF YORK

STATE OF VA
COUNTY OF YORK

I, Kathryn E. Wason
a Notary Public of the County and State aforesaid,
certify that William M. Kreighbaum
and N/A
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

I, Kathryn E. Wason
a Notary Public of the County and State aforesaid,
certify that William M. Kreighbaum
and N/A
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 21ST
August, 2012.

Witness my hand and official stamp or seal, this day of 21ST
August, 2012.

Kathryn E. Wason
Notary Public
My commission expires: 5/31/16

Kathryn E. Wason
Notary Public
My commission expires: 5/31/16



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 Doc ID: 009812180002 Type: CRP
 Recorded: 06/08/2012 at 03:29:19 PM
 Fee Amt: \$26.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3793 pg 637-638

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #033556

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: PAOLINI ALEX & OTHERS
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS
 EXCISE TAX: \$ 0.00

In exchange for the sum of 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 2362 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778D-58.1, and described in [check applicable box]:
 Deed Book 2943 and Page 317 of the Onslow County Registry recorded 06-SEP-07 as NR BEACH CB S1 L88 of and as shown on Map Book and Page 22-205 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 any, to be placed on or

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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 19 day of MARCH, 2012.

Signature: [Signature]

Print Name: ALEX PAOLINI

Signature: [Signature]

Print Name: CARL HIGGINBOTHAM

STATE OF West Virginia
COUNTY OF Kanawha

I, Lisa Marker
a Notary Public of the County and State aforesaid,
certify that Alex Paolini
and Carl Higginbotham
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 March 19 2012.

[Signature]
Notary Public
My commission expires: 8/25/16



Signature: [Signature]

Print Name: PAUL HAZINSKI

Signature: _____

Print Name: _____

STATE OF West Virginia
COUNTY OF Kanawha

I, Lisa Marker
a Notary Public of the County and State aforesaid,
certify that Paul Hazinski
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 March 19 2012.

[Signature]
Notary Public
My commission expires: 8/25/16



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Doc ID: 010210780002 Type: CRP
Recorded: 12/19/2012 at 12:02:00 PM
Fee Amt: \$28.00 Page 1 of 2
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3903 PG 29-30

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #002198

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: GIOVINAZZO JORGE L & VALERIE L
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

EXCISE TAX PAID \$ 0

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 2338 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-36, and described in [check applicable box]:
 Deed Book 2867 and Page 117 of the Onslow County Registry recorded 03-MAY-07 as N TPSL 2 BA L69&70AE1/2 of and as shown on Map Book and Page 20-015 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.

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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 any, 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 _____ day of _____, 2012.

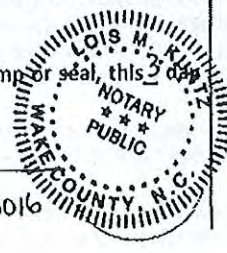
Signature: [Signature]
Print Name: Jorge Luis Giovinazzo

Signature: _____
Print Name: _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Lois M. Kurtz
a Notary Public of the County and State aforesaid, certify that Jorge Luis Giovinazzo and Valerie Giovinazzo 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 December 2012.
Lois M Kurtz
Notary Public
My commission expires: 10/11/2016



Signature: [Signature]
Print Name: Valerie Giovinazzo

Signature: _____
Print Name: _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, Lois M. Kurtz
a Notary Public of the County and State aforesaid, certify that Valerie Giovinazzo and Jorge Luis Giovinazzo 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 December 2012.
Lois M Kurtz
Notary Public
My commission expires: 10/11/2016



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Doc ID: 00981150002 Type: CRP
 Recorded: 08/08/2012 at 11:27:03 AM
 Fee Amt: \$26.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3793 PG 258-259

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #044410

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: MALONE KAREN B
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS
 EXCISE TAX: \$ 0.00

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 2354 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778D-59, and described in [check applicable box]:
 Deed Book 2813 and Page 438 of the Onslow County Registry recorded 02-FEB-07 as NR BCH CB S1 L9B of and as shown on Map Book and Page 22-205 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 any, to be placed on or

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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 30th day of March, 2012.

Signature: Karen B Malone

Print Name: KAREN B MALONE

Signature: N/A

Print Name: N/A

STATE OF North Carolina
COUNTY OF Onslow

I, Christine Z Henderson,
a Notary Public of the County and State aforesaid,
certify that Karen B Malone
and N/A

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 30th March 2012.

Christine Z Henderson
Notary Public

My commission expires: 6/20/16

CHRISTINE Z HENDERSON
NOTARY PUBLIC
Onslow County
North Carolina
My Commission Expires June 20, 2016

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AUG 27 2014

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:



Doc ID: 010112150004 Type: CRP
Recorded: 10/23/2012 at 10:23:34 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 164-167

BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #8559

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: PROCTOR RUSSELL L III & NANCY W &
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

AUG 27 2014

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #008559

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

GRANTOR: PROCTOR RUSSELL L III & NANCY W &

GRANTEE: TOWN OF NORTH TOPSAIL BEACH

TERM: THIRTY (30) YEARS

In exchange for the sum of 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 2314-2 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-26, and described in [check applicable box]:

Deed Book 706 and Page 464 of the Onslow County Registry recorded 20-Aug-1984 as N TPL 2 BA 160A E1/2 of and as shown on Map Book and Page 20-015 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

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repair natural forces damage; (c) Grantee makes no representations on sand volume, if any, 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 13th day of August, 2012.

Signature: Russell L. Proctor III

Print Name: Russell L. Proctor III

Signature: _____

Print Name: _____

STATE OF NC
COUNTY OF Nash

I, Jennifer Joyner,
a Notary Public of the County and State aforesaid,
certify that Russell Proctor III
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 13th August, 2012.

Jennifer Joyner
Notary Public

My commission expires: 5-1-16

Jennifer Joyner, Notary Public
Nash County, North Carolina
My Commission
Expires 5-1-16

Signature: Nancy W. Proctor

Print Name: Nancy W. Proctor

Signature: _____

Print Name: _____

STATE OF NC
COUNTY OF Nash

I, Jennifer Joyner,
a Notary Public of the County and State aforesaid,
certify that Nancy Proctor
and _____

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

Witness my hand and official stamp or seal, this 13th
day of August, 2012.

Jennifer Joyner
Notary Public

My commission expires: 5-1-16

Jennifer Joyner, Notary Public
Nash County, North Carolina
My Commission
Expires 5-1-16

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repair natural forces damage; (c) Grantee makes no representations on sand volume, if any, 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 13th day of August, 2012.

Signature: *Charles D. Ward*
 Print Name: Charles D. Ward
 Signature: _____
 Print Name: _____

Signature: *Neil M. Ward*
 Print Name: Neil M. Ward
 Signature: _____
 Print Name: _____

STATE OF NC
 COUNTY OF Nash

STATE OF NC
 COUNTY OF Nash

I, Jennifer Joyner
 a Notary Public of the County and State aforesaid,
 certify that Charles D. Ward
 and _____
 personally appeared before me this day and
 acknowledged the execution of the foregoing
 instrument.

I, Jennifer Joyner
 a Notary Public of the County and State aforesaid,
 certify that Neil M. Ward
 and _____
 personally appeared before me this day and
 acknowledged the execution of the foregoing
 instrument.

Witness my hand and official stamp or seal, this 13th
 day of August, 2012.

Witness, my hand and official stamp or seal, this 13th
 day of August, 2012.

Jennifer Joyner
 Notary Public

Jennifer Joyner
 Notary Public

My commission expires: 5-1-16

My commission expires: 5-1-16

Jennifer Joyner, Notary Public
 Nash County, North Carolina
 My Commission
 Expires 5-1-16

Jennifer Joyner, Notary Public
 Nash County, North Carolina
 My Commission
 Expires 5-1-16

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3



Doc ID: 009866700003 Type: CRP
Recorded: 08/14/2012 at 03:45:08 PM
Fee Amt: \$26.00 Page 1 of 3
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK 3831 PG 616-618

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #10292

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: HEID GERARD J & MARYANN
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

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BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #778C-24

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: HEID GERARD J & MARYANN
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

In exchange for the sum of 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, 2310 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-24, and described in [check applicable box]:

Deed Book 2475 and Page 22 of the Onslow County Registry recorded 7/1/2005 as N TPSL SH 2 BA 158A of and as shown on Map Book and Page 20-015 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 any, to be placed on or in front of the *Property* or protective effects the *Activities* or SHORELINE PROTECTION PROJECT will

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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

27th day of July, 2012

Signature: [Handwritten Signature]
Print Name: Gerard J. Mary Heid
Signature: [Handwritten Signature]
Print Name: Maryann Heid

STATE OF Ohio
COUNTY OF Butler

I, Katie Seitz,
a Notary Public of the County and State aforesaid,
certify that Maryann + Gerard Heid
and
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

Witness my hand and official stamp or seal, this
27th day of July, 2012.

[Handwritten Signature]
Notary Public
My commission expires:



L. KATIE SEITZ
Notary Public, State of Ohio
My Commission Expires
August 30, 2015

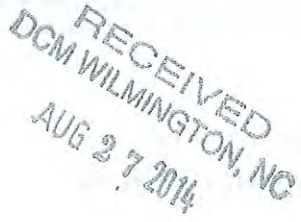
Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

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:




 Doc ID: 009811450002 Type: CRP
 Recorded: 06/08/2012 at 11:27:33 AM
 Fee Amt: \$28.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
BK 3793 PG 322-323

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #044408

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: WIFORD CYNTHIA M
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS
 EXCISE TAX: \$ 0.00

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 2368 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778D-57, and described in [check applicable box]:
 - Deed Book 1665 and Page 209 of the Onslow County Registry recorded 14-NOV-00 as NR BEACH CB S1 L7B of and as shown on Map Book and Page 22-205 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 any, to be placed on or

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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 caused this Instrument to be signed in the entity name by its duly authorized agent and its seal to be affixed, and IN TESTIMONY WHEREOF, the Grantor has executed this Easement this the _____ day of _____, 2012.



Signature: _____
Print Name: _____

Print Name: _____

STATE OF North Carolina
COUNTY OF Alamance

I, Dana H. Caudill
a Notary Public of the County and State aforesaid,
certify that Cynthia M. Wiford
and _____

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

Witness my hand and official stamp or seal, this
14th day of March, 2012.

Dana H. Caudill
Notary Public
My commission expires: 3-21-14

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:

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DCM WILMINGTON, NC
AUG 27 2014

Doc ID: 010112130002 Type: CRP
Recorded: 10/23/2012 at 10:23:32 AM
Fee Amt: \$25.00 Page 1 of 2
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3870 Pg 160-161

BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #2194

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: MILLER VICTOR D TRUSTEE
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 2328-1 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-32, and described in [check applicable box]:
 Deed Book 1240 and Page 72 of the Onslow County Registry recorded 22-May-1995 as N TPLS SH 2 BA L66BW1/2 of and as shown on Map Book and Page 20-015 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.

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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 any, 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 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 17 day of October, 2012.

Signature: Victor D. Miller
 Print Name: Victor D. Miller
 Signature: _____
 Print Name: _____

Signature: _____
 Print Name: _____
 Signature: _____
 Print Name: _____

STATE OF OHIO
 COUNTY OF HENRY

STATE OF _____
 COUNTY OF _____

I, Teresa Erford
 a Notary Public of the County and State aforesaid,
 certify that Victor D. Miller
 and _____
 personally appeared before me this day and
 acknowledged the execution of the foregoing
 instrument.

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
10-17, 2012.

Witness my hand and official stamp or seal, this day of
 _____, 2012.

Teresa Erford
 Notary Public
 My commission expires:

 Notary Public
 My commission expires:



Teresa Erford
 Notary Public, State of Ohio
 My Commission Expires 5/28/2016

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 AUG 27 2014

Doc ID: 00981180002 Type: CRP
Recorded: 08/08/2012 at 11:27:08 AM
Fee Amt: \$26.00 Page 1 of 2
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3793 Pg 264-265

BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #002195

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: MILLER HUGH O & TERRY M BROWN
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS
EXCISE TAX: \$ 0.00

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 2334 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-33, and described in [check applicable box]:
 Deed Book 2794 and Page 827 of the Onslow County Registry recorded 29-DEC-06 as N TPSL 2 BA L67&68BW1/2 of and as shown on Map Book and Page 20-015 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 any, to be placed on or

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2334 NR1K

778C-33

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 9th day of March, 2012.

Signature: [Signature]
 Print Name: Alph O. Miller
 Signature: _____
 Print Name: _____

Signature: Terry Toler (Brown)
 Print Name: Terry Toler (Brown)
 Signature: _____
 Print Name: _____

STATE OF Virginia
 COUNTY OF Pittsylvania

STATE OF Virginia
 COUNTY OF Pittsylvania

I, Alene O. Odum
 a Notary Public of the County and State aforesaid, certify that Alph O. Miller and Terry Toler (Brown) personally appeared before me this day and acknowledged the execution of the foregoing instrument.

I, Alene O. Odum
 a Notary Public of the County and State aforesaid, certify that Alph O. Miller and Terry Toler (Brown) 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 March 9th, 2012.

Witness my hand and official stamp or seal, this day of March 9th, 2012.

Alene O. Odum
 Notary Public 295557
 My commission expires: 2-29-2016

Alene O. Odum
 Notary Public 295557
 My commission expires: 2-29-2016



2

Doc ID: 010112170002 Type: GRP
 Recorded: 10/23/2012 at 10:23:38 AM
 Fee Amt: \$26.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3870 Pg 171-172

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #15864

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: QUINN PATRICK & THOMAS
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS

In exchange for the sum of 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 2318-2 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-28, and described in [check applicable box]:
 Deed Book 2025 and Page 442 of the Onslow County Registry recorded 19-May-2003 as N TPSL SH 2 BA 162 of and as shown on Map Book and Page 20-015 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.

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 AUG 27 2014

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 any, 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 21 day of August, 2012.

Signature: [Signature]
Print Name: Patrick Quinn
Signature: _____
Print Name: _____

Signature: [Signature]
Print Name: Thomas H. Quinn
Signature: _____
Print Name: _____

STATE OF North Carolina
COUNTY OF Onslow

STATE OF Maryland
COUNTY OF Anne Arundel

I, Carin Z. Faulkner
a Notary Public of the County and State aforesaid,
certify that Patrick Quinn
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

I, Matthew Alexander Maloney
a Notary Public of the County and State aforesaid,
certify that Thomas H. Quinn
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

Witness my hand and official stamp or seal, this 21 day
of August, 2012.

Witness my hand and official stamp or seal, this 7 day
of September, 2012.

Carin Z. Faulkner
Notary Public
My commission expires:
November 22, 2016



Matthew Alexander Maloney
Notary Public
My commission expires: 7/2



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AUG 27 2014


 Doc ID: 009811160002 Type: CRP
 Recorded: 06/08/2012 at 11:27:04 AM
 Fee Amt: \$26.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
BK 3793 PG 260-261

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #002197

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: MCCARTHY EDWARD F & MARY TRUST
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS
 EXCISE TAX: \$ 0.00

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 2338 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-35, and described in [check applicable box]:
 - Deed Book 1635 and Page 25 of the Onslow County Registry recorded 19-JUN-00 as N TPSL SH 2 BA L69B&70B and as shown on Map Book and Page 20-015 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 any, to be placed on or

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778C-35 2338 NHR

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 5th day of March, 2012.

Signature: _____

Print Name: _____

Signature: Edward F. McCarthy

Print Name: Edward F. McCarthy

STATE OF PA

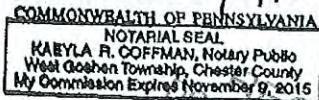
COUNTY OF Chester

I, Kaeyla R Coffman
a Notary Public of the County and State aforesaid,
certify that Edward F. McCarthy
and Mary A McCarthy
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 March, 2012.

Kaeyla R Coffman
Notary Public

My commission expires: 11/9/15



Signature: Mary W. McCarthy

Print Name: _____

Signature: Mary W. McCarthy

Print Name: Mary W. McCarthy

STATE OF PA

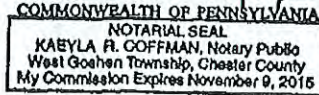
COUNTY OF Chester

I, Kaeyla R Coffman
a Notary Public of the County and State aforesaid,
certify that Mary A McCarthy
and Edward F McCarthy
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 March, 2012.

Kaeyla R Coffman
Notary Public

My commission expires: 11/9/15



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AUG 27 2014

Doc ID: 00988730003 Type: CRP
 Recorded: 03/14/2012 at 03:46:11 PM
 Fee Amt: \$26.00 Page 1 of 3
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3831 PG 625-627

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #42744

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: MARTIN EDWARD B & GAIL H
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS

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 AUG 27 2014

BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #778C-16.1

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: MARTIN EDWARD B & GAIL H
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, 2290-1 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-16.1, and described in [check applicable box]:

Deed Book 674 and Page 513 of the Onslow County Registry recorded 11/29/1983 as N TPSL SH 2 BA L50B of and as shown on Map Book and Page 20-015 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 any, to be placed on or in front of the *Property* or protective effects the *Activities* or SHORELINE PROTECTION PROJECT will

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TOWNSHIP OF NORTH TOPSAIL BEACH
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DCM WILMINGTON, NC
AUG 27 2014

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 24 day of JUNE, 2012.

Signature: Edward B. Martin

Print Name: EDWARD B. MARTIN

Signature: _____

Print Name: GAIL H. MARTIN
(RELEASED)

STATE OF New Jersey
COUNTY OF Summit

I, Elizabeth M. Hollenbach
a Notary Public of the County and State aforesaid,
certify that Edward B. Martin
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

Witness my hand and official stamp or seal, this
8th day of June, 2012.

Elizabeth M. Hollenbach
Notary Public
My commission expires: Oct, 13, 2016

ELIZABETH M. HOLLENBACH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires October 13, 2016

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DCM WILMINGTON, NC
AUG 27 2014

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:


 Doc ID: 009811410002 Type: CRP
 Recorded: 08/08/2012 at 11:27:12 AM
 Fee Amt: \$28.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3793 PG 314-315

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #040431

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: TOPSAIL REEF HOMEOWNERS ASSO
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS
 EXCISE TAX: \$ 0.00

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 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-1, and described in [check applicable box]:
 - Deed Book 0 and Page 0 of the Onslow County Registry recorded 01-JAN-81 as TPSL REEF C/A of and as shown on Map Book and Page 20-069 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 any, to be placed on or

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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

9 day of MARCH, 2012.

Signature: [Signature]
Print Name: Donald J. Street
PRESIDENT OF TOPSAIL REEF HOMEOWNERS ASSOCIATION, INC.
Signature: _____

Print Name: _____

STATE OF NC
COUNTY OF Wake

I, Patricia E Winschel,
a Notary Public of the County and State aforesaid,
certify that Donald J. Street
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

Witness my hand and official stamp or seal, this
9th day of March, 2012.

Patricia E Winschel
Notary Public
My commission expires:



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:

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AUG 27 2014

Doc ID: 010188110002 Type: CRP
Recorded: 11/28/2012 at 09:14:48 AM
Fee Amt: \$28.00 Page 1 of 2
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3887 PG 232-233

EXCISE TAX PAID \$ 0

BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #34338

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: POLANCO FAUSTO A JR & AMIE E
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:

- Property Subject to Easement:** That ocean front property identified as the address of 2276-1 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-10.1, and described in [check applicable box]:
 Deed Book 3212 and Page 619 of the Onslow County Registry recorded 17-Apr-2009 as N TPSL SH 2 BA L44B of and as shown on Map Book and Page 20-015 of the Onslow County Registry.
 See Exhibit A attached.
- 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.
- 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.
- 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.

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AUG 27 2014

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 any, 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 _____ day of _____, 2012.

Signature: [Signature]
 Print Name: ANNE SAEDERS- POLANCO
 Signature: [Signature]
 Print Name: Fausto A. Polanco Jr

Signature: _____
 Print Name: _____
 Signature: _____
 Print Name: _____

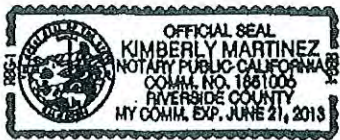
STATE OF California
 COUNTY OF Riverside
 I, Kimberly Martinez
 a Notary Public of the County and State aforesaid,
 certify that Anne S Polanco and
 and Fausto A Polanco JR
 personally appeared before me this day and
 acknowledged the execution of the foregoing
 instrument.

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 16 day
 of November, 2012.
Kimberly Martinez
 Notary Public
 My commission expires: 06/21/2013

Witness my hand and official stamp or seal, this ___ day
 of _____, 2012.

 Notary Public
 My commission expires: _____



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Doc ID: 01011990008 Type: CAP
Recorded: 10/23/2012 at 10:23:18 AM
Fee Amt: \$28.00 Page 1 of 8
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3870 PG 118-123

BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #044404

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: GRAZIOSI GENE & MICHELLE
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

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AUG 27 2014

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #044404

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: GRAZIOSI GENE & MICHELLE
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

In exchange for the sum of 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 2392 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778D-53, and described in [check applicable box]:

Deed Book 2504 and Page 494 of the Onslow County Registry recorded 17-AUG-05 as NR BEACH CB 1 L3A of and as shown on Map Book and Page 22-205 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 any, to be placed on or

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AUG 27 2014

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 17th day of August, 2012.

Signature: Gene Graziosi

Print Name: Gene Graziosi

Signature: Michelle Graziosi by Gene Graziosi for

Print Name: Michelle Graziosi

STATE OF North Carolina
COUNTY OF Onslow

I, Corn Z. Faulkner
a Notary Public of the County and State aforesaid,
certify that Gene Graziosi
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.

Corn Z. Faulkner
Notary Public
My Commission Expires: November 22, 2016



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AUG 27 2014

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:

BOOK 1980 PAGE 485

200 MAR -3 AM 10:56

REC'D
K-1-F

Space above this line must be completely blank.

STATE OF North Carolina
COUNTY OF Fitt

LIMITED POWER OF ATTORNEY

I, Michelle Graziosi hereby make, constitute and appoint my husband, Gene Graziosi, my true and lawful attorney-in-fact, for me and in my name, place and stead for the purposes hereinafter set out.

I hereby give and grant unto my attorney-in fact full authority to make, execute, grant, convey, date, consent to, swear to, verify, acknowledge, publish, deliver, record and file and take any action in connection with, at any time or times, the purchase and financing of Unit 309-B, Villa Capital, Phase One, Onslow County, North Carolina, as more described on Exhibit "A" attached hereto, including but not limited to:

- (a) Any and all documents, instruments or other items required by or furnished by the lender, for financing, including, but not limited to, the Truth-In-Lending, Note and Deed of Trust for the loan;
- (b) The HUD-1 Settlement Statement which reflects the receipt and disbursement of all funds;
- (c) Any forms or documents needed to procure insurance on the property including, but not limited to, title, hazard and flood insurance;
- (d) Any forms required by the lender or closing attorney to finalize the purchase or refinancing of the above referenced property; and
- (e) Any documents pertaining to the §1031 Exchange of the property, if applicable.

Giving and granting unto my said attorney-in-fact full power and authority to do and perform each and every act and thing requisite, necessary or appropriate to be done as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents. This Power of Attorney shall not be affected by my subsequent incapacity or mental incompetence.

Book: 1980 Page: 485 Seq: 1

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DCM WILMINGTON, NC
AUG 27 2014

BOOK 1980 PAGE 486

ATTACHMENT
EXHIBIT 'A'

BEING known and designated as Unit No. 309-B, as shown on a plat(s) or plan(s) entitled "Villa Capriani, Phase One", recorded in Unit Ownership Book 2, Pages 8 through 8-O in the office of the Register of Deeds of Onslow County, North Carolina, reference to which is hereby made for a more particular description; together with all rights and easements appurtenant to said unit as specifically enumerated in the "DECLARATION OF CONDOMINIUM" issued by RESORT EQUITIES, INC., as recorded in Book 940, Page 564, et seq., as amended in Book 944, Page 93, Onslow County Registry, and pursuant thereto, membership in Villa Capriani Homeowners Association, a North Carolina non-profit corporation.

Book: 1980 Page: 486 Seq: 2

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AUG 27 2014

NX 1980 N&E 487

THIS LIMITED POWER OF ATTORNEY SHALL EXPIRE AFTER 120 DAYS.

Witness my hand and seal this the 11 day of February, 2003.

Michelle Orasko
Michelle Orasko

STATE OF North Carolina
COUNTY OF DITT

I, Michelle M. Patel, a Notary Public of said County and State
certify that Michelle Orasko personally appeared before me this day and acknowledged the
execution of the foregoing instrument.



Witness my hand and official stamp or seal this 11 day of February, 2003.

Michelle M. Patel
Notary Public

NORTH CAROLINA, Deed Book Michelle M. Patel
The foregoing is certified to be

correctly filed in said county by me. This instrument was prepared for registration and recorded in this office by
me on 10/15/03 at 10:50 A.M. This 3rd day of March
Michelle M. Patel Notary Public

Book: 1980 Page: 485 Seq: 3

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AUG 27 2014

Doc ID: 009810890002 Type: CRP
 Recorded: 08/08/2012 at 11:26:37 AM
 Fee Amt: \$28.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3793 Pg 202-203

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #002199

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: BOYLE EDWARD F
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS
 EXCISE TAX: \$ 0.00

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 2340 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-37, and described in [check applicable box]:
 - Deed Book 1415 and Page 555 of the Onslow County Registry recorded 08-DEC-97 as N TPSL 2 BA L71&72BW1/2 of and as shown on Map Book and Page 20-015 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 any, to be placed on or

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 AUG 27 2014

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 3 day of APRIL, 2012.

Signature: Edward F Boyle
Print Name: EDWARD F BOYLE
Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

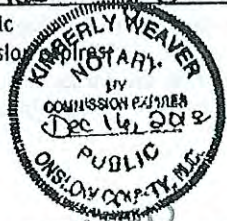
STATE OF North Carolina
COUNTY OF Onslow
Kimberly Weaver
a Notary Public of the County and State aforesaid,
certify that Edward Boyle
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
Instrument.

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 April 3, 2012.
Kimberly Weaver
Notary Public
My commission expires _____

Witness my hand and official stamp or seal, this
day of _____, 2012.

Notary Public
My commission expires: _____



RECEIVED
DCM WILMINGTON, NC
AUG 27 2014



Doc ID: 00281199002 Type: CRP
Recorded: 06/08/2012 at 11:27:27 AM
Fee Amt: \$28.00 Page 1 of 2
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK 3793 PO 310-311

BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #002202

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: SULLIVAN MARK & CINDA
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS
EXCISE TAX: \$ 0.00

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 2344 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-40, and described in [check applicable box]:
 - Deed Book 1665 and Page 229 of the Onslow County Registry recorded 14-NOV-00 as N TPSL 2 BA LW73&74B of and as shown on Map Book and Page 20-015 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 any, to be placed on or

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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 30th day of March, 2012.

Signature: Mark R. Sullivan

Print Name: Mark R. Sullivan

Signature: Cinda B. Sullivan

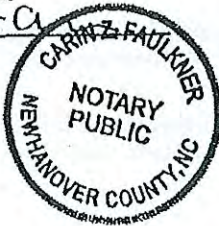
Print Name: Cinda B. Sullivan

STATE OF North Carolina
COUNTY OF Onslow

I, Corn Z. Faulkner
a Notary Public of the County and State aforesaid,
certify that Mark R. Sullivan
and Cinda B. Sullivan
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

Witness my hand and official stamp or seal, this
30th day of March, 2012.

Corn Z. Faulkner
Notary Public
My commission expires:



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:

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 Doc ID: 00981100002 Type: CRP
 Recorded: 09/08/2012 at 11:27:07 AM
 Fee Amt: \$26.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
BK 3793 PG 266-267

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #42612

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: MILLER MICAH M & SIDDHARTHA M VELANDY
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS

In exchange for the sum of 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 2324-1 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-30.1, and described in [check applicable box]:
 Deed Book 2400 and Page 243 of the Onslow County Registry recorded 28-Feb-05 as N TPSL 2 BA L64B W1/2 of and as shown on Map Book and Page 20-015 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 any, to be placed on or

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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 30th day of May, 2012.

Signature: [Signature]

Print Name: Siddhartha M. Velandy

Signature: _____

Print Name: _____

STATE OF Florida
COUNTY OF Hillsborough

I, Marlo Russica, Major, USMC, Judge Advocate, a Notary Public of the County and State aforesaid, certify that Siddhartha M. Velandy 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 May, 2012.

[Signature]
Notary Public Major M. J. Russica, USMC

The undersigned is a Judge Advocate and Commissioned Officer in the U.S. Marine Corps and is certified as a Notary Public under the provisions of Title 10, USC sections 936 and 1044a
No Seal Required

Signature: [Signature]

Print Name: Michal M. Miller

Signature: _____

Print Name: _____

STATE OF North Carolina
COUNTY OF Onslow

I, Robert L. Monical, a Notary Public of the County and State aforesaid, certify that Michal M. Miller 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 31 May, 2012.

[Signature]
Notary Public

My commission expires: 5/4/2014



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Doc ID: 009386710003 Type: CRP
Recorded: 08/14/2012 at 03:46:09 PM
Fee Amt: \$26.00 Page 1 of 3
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Follard Reg. of Deeds
BK 3831 PG 619-621

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #34337

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: KOSKO JOSEPH M
GRANTEE: TOWN OF NORTH TOPSAIL BEACH
TERM: THIRTY (30) YEARS

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BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #778C-12.1

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: KOSKO JOSEPH M
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, 2280-1 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-12.1, and described in [check applicable box]:

Deed Book 1614 and Page 719 of the Onslow County Registry recorded 3/20/2000 as N TPSL SH 2 BA L46A of and as shown on Map Book and Page 20-015 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 any, to be placed on or in front of the *Property* or protective effects the *Activities* or SHORELINE PROTECTION PROJECT will

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AUG 27 2014

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 10th day of August, 2012.

Signature: _____
Print Name: Joseph M. Kosko
Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

STATE OF North Carolina
COUNTY OF Wake

STATE OF _____
COUNTY OF _____

I, Kelly D. Gray
a Notary Public of the County and State aforesaid,
certify that Joseph M. Kosko
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

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
10 day of August, 2012.

Witness my hand and official stamp or seal, this
day of _____, 2012.

Kelly D. Gray
Notary Public
My commission expires: 09-14-2018


Notary Public
My commission expires: _____

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AUG 27 2014


 Doc ID: 00981120002 Type: CRP
 Recorded: 08/08/2012 at 11:27:00 AM
 Fee Amt: \$20.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK **3793** PG **252-253**

BEACH NOURISHMENT EASEMENT AGREEMENT
 For Onslow County Parcel ID #42746

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: LEWIS SALLY K
 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 2318-1 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-28.1, and described in [check applicable box]:
 Deed Book 3223 and Page 860 of the Onslow County Registry recorded 8-May-09 as N TPSL SH 2 BA L62B of and as shown on Map Book and Page 20-015 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 any, to be placed on or

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 AUG 27 2014

3368-1 N.H.R.
7780

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 9th day of May, 2012.

Signature: Sally Lewis

Print Name: Sally Lewis

Signature: _____

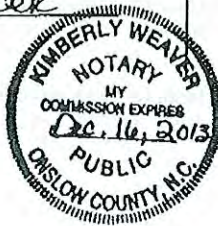
Print Name: _____

STATE OF North Carolina
COUNTY OF Onslow

Kimberly Weaver
a Notary Public of the County and State aforesaid,
certify that Sally Lewis
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 May 9, 2012.

Kimberly Weaver
Notary Public
My commission expires:



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AUG 27 2014

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:

Page 1 of 6
Upside

Doc ID: 010189120006 Type: CRP
Recorded: 11/26/2012 at 09:19:21 AM
Fee Amt: \$28.00 Page 1 of 8
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds
BK 3887 PG 234-239

EXCISE TAX PAID \$ 0

EASEMENT AGREEMENT

**STATE OF NORTH CAROLINA
COUNTY OF ONSLOW**

THIS EASEMENT AGREEMENT ("Easement Agreement") is made, entered into, and effective this 16th day of November 2012, by and between Richard and Marguerite Farley ("Grantors" or "Farleys") and the Town of North Topsail Beach ("Grantee" or "the Town").

RECITALS

Grantors are the owners of real property located at 2300 New River Inlet Road, Unit 1, North Topsail Beach, North Carolina 28460 and more particularly described in deed book 1353 at page 152 of the records of the Onslow County Register of Deeds and further described in map book 20 at page 15 ("the Property"). The Grantee is a North Carolina municipal corporation seeking to institute an erosion control project on or in public trust waters and beaches within the Grantee's corporate limits and may require access over certain portions of private oceanfront property in order to complete the project. As an accommodation to the Grantee, the Grantors agree to grant an easement over a portion of their property to allow the project to proceed.

Page 1 of 5

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NOW THEREFORE, for and in consideration of the easement granted herein, the sum of One Dollar (\$1.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an accommodation by the Grantors, the Farleys and the Town do hereby covenant and agree as follows:

Section 1: Easement for Erosion Control Project. The Grantors hereby grant to the Grantee an easement ("Easement") over the portion of the Property which is seaward of a point twelve feet from the last step of the wooden staircase ("Staircase") facing toward the Atlantic Ocean and descending from the wooden rear deck of the Farleys' home located on the Property. The Staircase is further described as 12.4 foot set of wood steps on the land survey attached hereto as Exhibit A. Exhibit A is incorporated by reference and made a part of the Easement Agreement. The Staircase does not mean those wood steps indicated in Exhibit A which face toward New River Inlet Road and are adjacent to the wood planter and concrete drive. In the event that the Staircase is moved or altered, the Easement area will remain fixed based on the location of the Staircase as indicated in Exhibit A. The parties agree that changes to the shoreline shall have no effect on the location of the Easement and that the location of the Easement does not change. The Grantee's use of the Easement is subject to the additional terms and conditions described herein.

Section 2: Easement Duration. The Easement is granted for a time certain and shall expire and be extinguished by its own terms on August 1, 2016.

Section 3: Activities Permitted in the Easement. The Easement may be used by the Grantee for the sole and exclusive purpose of ingress, egress, and regress of personnel, equipment, and materials to the Town's erosion control project construction

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AUG 27 2014

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Page 2 of 5
AUG 27 2014

site located in or on public trust waters or beaches. The Grantors and Grantee hereby agree that (a) parking or storing equipment or materials and (b) erecting structures or fixtures (whether permanent or temporary) are prohibited in the Easement. The parties further agree that such conduct constitutes an overburdening of the Easement as contemplated under North Carolina law.

Section 4: Grantors' Rights to Construction in Easement. The Grantors reserve the right to construct dune walkover structures and sand retention fences for erosion control to the extent such construction is allowed by applicable federal, state, or local laws or regulations. The Grantee agrees that the erection of structures described in this section by the Grantors does not constitute an obstruction or violation of the Grantee's rights of use of the Easement.

Section 5: Indemnification by Grantee. The Grantee will indemnify, hold harmless and defend the Grantors for any claim arising from its conduct or activities in the Easement.

Section 6: Easement in Gross. The Easement granted to the Grantee by this Easement Agreement is an easement in gross, is not a commercial easement, and may not be assigned by the Grantee.

Section 7: No Warranty of Title. The Grantors make no warranties, covenants, or representations regarding title to the Property or area of the Property subject to the Easement.

Section 8: Enforcement. In the event of a breach of this Easement Agreement by any party of any of the terms, conditions or provisions hereof, the party suffering the breach shall be entitled forthwith to full and adequate relief by injunction or other

Page 3 of 5

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available legal and equitable remedies from the consequences of such breach. All costs and expenses incurred by the prevailing party to secure the observance of any of the terms of this Easement Agreement, including the cost of any suit or legal proceedings and reasonable attorneys' fees incurred thereby at all tribunal levels, shall be assessed against the non-prevailing party. Failure to enforce any provision of this Easement Agreement shall in no event be deemed a waiver of the right to do so thereafter.

Section 9: Entire Agreement; Amendment. This Easement Agreement is the sole and entire agreement and understanding of the parties with respect to the matters contemplated herein. All prior agreements, representations or understandings whether written or oral, shall be merged herein and shall not be construed to change, amend, alter or appeal or invalidate this Easement Agreement. This Easement Agreement may be amended only by a written instrument executed by the parties and recorded in the office of the Register of Deeds of Onslow County.

IN WITNESS WHEREOF, the Farleys and the Town have signed and sealed this Easement Agreement as of the date and year first above written.

Signatures appear on page five of the Easement Agreement.

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AUG 27 2014

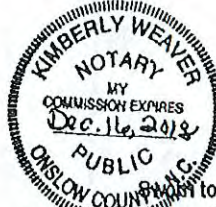
Page 4 of 5

GRANTORS:

Richard J. Farley
Richard J. Farley

Sworn to and subscribed before
me this 16 day of November 2012.

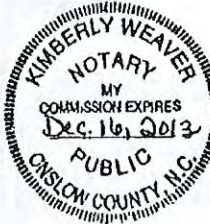
Kimberly Weaver
Notary Public
My Commission Expires: Dec. 16, 2013



Marguerite A. Farley
Marguerite A. Farley

Sworn to and subscribed before
me this 16 day of November 2012.

Kimberly Weaver
Notary Public
My Commission Expires: Dec. 16, 2013



GRANTEE:

Town of North Topsall Beach

Sworn to and subscribed before
me this 16 day of November 2012.

By: Cam Fern

Kimberly Weaver
Notary Public
My Commission Expires: Dec. 16, 2013

Title:
Interim Town Manager



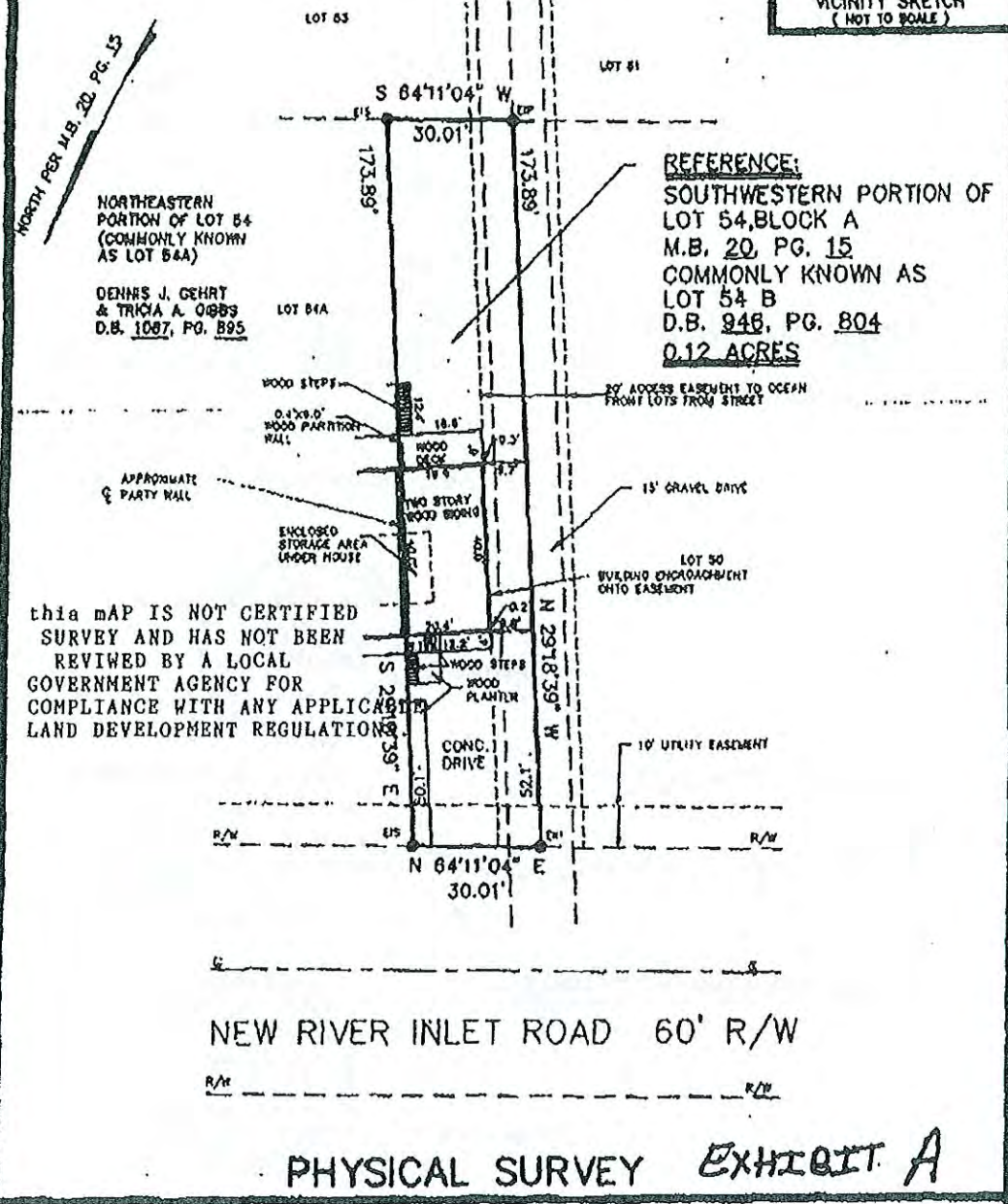
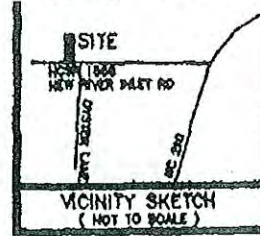
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AUG 27 2014

NOTES:

1) BEARINGS AND DISTANCES IN PARENTHESIS REPRESENT PLATTED DIMENSIONS PER MAP BOOK 20, PAGE 15.

LEGEND:

- IS = EXISTING IRON STAKE
- IP = EXISTING IRON PIPE
- R/W = RIGHT-OF-WAY
- C = CENTERLINE
- P = PROPERTY LINE



this map IS NOT CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

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 Doc ID: 009811370002 Type: CRP
 Recorded: 06/05/2012 at 11:27:26 AM
 Fee Amt: \$26.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds
 BK 3793 PG 306-307

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #028000

STATE OF NORTH CAROLINA
 COUNTY OF ONSLOW
 GRANTOR: SPERR EDWIN V & SHELBY J
 GRANTEE: TOWN OF NORTH TOPSAIL BEACH
 TERM: THIRTY (30) YEARS
 EXCISE TAX: \$ 0.00

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 2370 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778D-57.1, and described in [check applicable box]:
 - Deed Book 1235 and Page 12 of the Onslow County Registry recorded 21-APR-95 as NR BEACH CB S1 L7A of and as shown on Map Book and Page 22-205 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 any, to be placed on or

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BEACH NOURISHMENT EASEMENT AGREEMENT
For Onslow County Parcel ID #044407

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW
GRANTOR: MATHEWS JOHN J & LYNN K
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 2376 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778D-56, and described in [check applicable box]:

Deed Book 1596 and Page 473 of the Onslow County Registry recorded 17-DEC-99 as NR BEACH CB S1 L6B of and as shown on Map Book and Page 22-205 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.

NO. 044407
JJK
4/17/12

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 any, to be placed on or

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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 any, 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 _____ day of _____, 2012.

Signature: [Handwritten Signature]

Print Name: LYNN K. Mathews

Signature: _____

Print Name: _____

STATE OF North Carolina
COUNTY OF Guilford

I, Elizabeth B. Cox
a Notary Public of the County and State aforesaid,
certify that Lynn K. Mathews
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
Aug. 14, 2012.

[Handwritten Signature]

Notary Public
My commission expires:



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Signature: [Handwritten Signature]

Print Name: JOHN J. MATHEWS

Signature: _____

Print Name: _____

STATE OF North Carolina
COUNTY OF Guilford

I, Reshanda Lunsford
a Notary Public of the County and State aforesaid,
certify that John J. Mathews
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 17, 2012.

[Handwritten Signature]

Notary Public
My commission expires:



2



Doc ID: 01011950002 Type: CRP
Recorded: 10/23/2012 at 10:23:14 AM
Fee Amt: \$26.00 Page 1 of 2
Revenue Tax: \$0.00
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK 3870 PG 104-105

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #42613

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

GRANTOR: BIG SKY DEVELOPERS LLC & MICHAEL A WARD***

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 2328 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-32.1, and described in [check applicable box]:
 - Deed Book 3298 and Page 260 of the Onslow County Registry recorded 23-Sep-2009 as N TPSL 2 BA L66A E1/2 of and as shown on Map Book and Page 20-015 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.

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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 any, 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 23 day of August, 2012.

Signature: Michael A. Ward

Print Name: Michael A. Ward

Signature: R. Thomas Bell

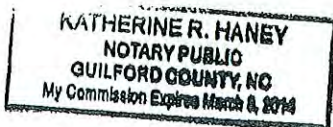
Print Name: R. THOMAS BELL

STATE OF NC
COUNTY OF Guilford

I, Katherine R Haney,
a Notary Public of the County and State aforesaid,
certify that Michael A. Ward
and R. THOMAS BELL
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
8/23, 2012.

Katherine R Haney
Notary Public
My commission expires: 3-8-2014



Signature: _____

Print Name: _____

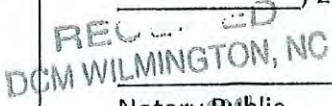
Signature: _____

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: _____

BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #778C-22.1

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

GRANTOR: MAURAKIS TIMOTHY A & ANDREW P. &

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, 2304 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-22.1, and described in [check applicable box]:

Deed Book 3296 and Page 261 of the Onslow County Registry recorded 9/18/2009 as N TPSL SH 2 BA L56B of and as shown on Map Book and Page 20-015 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 any, to be placed on or in front of the *Property* or protective effects the *Activities* or SHORELINE PROTECTION PROJECT will

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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 20 day of June, 2012.

Signature: [Signature]
Print Name: Timothy A. MAURAKIS
Signature: [Signature]
Print Name: ANDREW P. MAURAKIS

Signature: [Signature]
Print Name: V BICOVARIS
Signature: _____
Print Name: _____

STATE OF Virginia
COUNTY OF Danville

STATE OF ILLINOIS
COUNTY OF LAKE

I, Donna N. Gibson
a Notary Public of the County and State aforesaid,
certify that Timothy Maurakis
and Andrew P. Maurakis
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

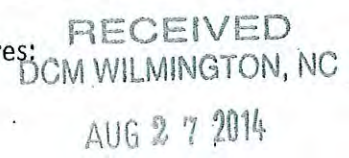
I, _____
a Notary Public of the County and State aforesaid,
certify that _____
and _____
personally appeared before me this day and
acknowledged the execution of the foregoing
instrument.

Witness my hand and official stamp or seal, this
day of June, 2012.

Witness my hand and official stamp or seal, this
day of _____, 2012.

Donna N. Gibson
Notary Public
My commission expires: 1-31-2016

Notary Public
My commission expires: _____





Doc ID: 009811380002 Type: CRP
 Recorded: 06/08/2012 at 11:27:26 AM
 Fee Amt: \$26.00 Page 1 of 2
 Revenue Tax: \$0.00
 Onslow County, NC
 Rebecca L. Pollard Reg. of Deeds

BK **3793** PG **308-309**

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BEACH NOURISHMENT EASEMENT AGREEMENT

For Onslow County Parcel ID #002201

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

GRANTOR: SULLIVAN CINDA B

GRANTEE: TOWN OF NORTH TOPSAIL BEACH

TERM: THIRTY (30) YEARS

EXCISE TAX: \$ 0.00

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 2346 NEW RIVER INLET RD, North Topsail Beach, NC 28445 and, Onslow County Tax Parcel ID #778C-39, and described in **[check applicable box]:**
 Deed Book 2194 and Page 197 of the Onslow County Registry recorded 13-FEB-04 as N TPSL 2 BA L73&74AE1/2 of and as shown on Map Book and Page 20-015 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 any, 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 30th day of March, 2012.

Signature: Cinda B. Sullivan

Print Name: Cinda B. Sullivan

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

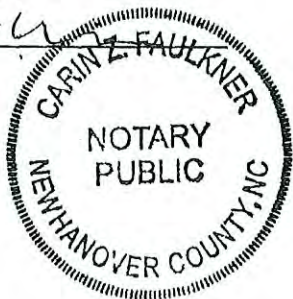
Print Name: _____

STATE OF Onslow
COUNTY OF North Carolina

I, Carin Z. Faulkner,
a Notary Public of the County and State aforesaid,
certify that Cinda B. Sullivan
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 March, 2012.

Carin Z. Faulkner
Notary Public
My commission expires:



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:

