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Mike

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AVIGATION EASEMENT

THIS EASEMENT, made this 15th day of August, 2016, by and between **John C. Sheffield** and wife, **Wendy C. Sheffield**, hereinafter, whether one or more, referred to as "GRANTOR," and **Town of Ocean Isle Beach**, a North Carolina municipal corporation, Three West Third Street, Ocean Isle Beach, NC 28469, hereinafter, whether one or more, referred to as "GRANTEE":

WITNESSETH:

THAT WHEREAS, Grantee is the owner of the Ocean Isle Beach Airport; and

WHEREAS, Grantor, by deed recorded in Book 3597 at Page 943 of the Brunswick County Registry, has conveyed certain property as described therein to Grantee for airport purposes; and

WHEREAS, Grantor is the owner of certain other real property located within the controlled activity area of the RPZ; and

WHEREAS, Grantor, pursuant to an agreement with Grantee, has contracted and agreed to convey to Grantee an Avigation Easement which places certain restrictions on the use of Grantor's other retained property; and

NOW, THEREFORE, the Grantor, for valuable consideration, the receipt of which is hereby acknowledged , has and by these presents does give, grant, bargain, dedicate and convey unto the Grantee and its successors and assigns a perpetual, irrevocable and assignable easement and right-of-way as more particularly described hereafter, in and over the following described property:

BEING those portions of Tracts 1, 5 and 7 as shown on the map entitled "Boundary Survey for Odell Williamson Municipal Airport Parcel and Avigation Easement Acquisition" recorded in Map Book 87 at Page 27 of the Brunswick County Registry, which portions are shown on the map attached hereto as Exhibit A as a hatched-in area of said tracts.

This easement and right of way is for the unobstructed passage of all aircraft in the air space above Grantors' above-described property, above an imaginary plane beginning at the current end of Runway 6, and rising and extending one foot vertically for every 20 foot horizontally in a generally southerly direction over the Grantors' property to an infinite height above said imaginary plane; running from approximately 23 feet above ground level (elevation 56 feet MSL) above points "1" and "2" along the eastern property line of the parcel on Exhibit A, to approximately 53 feet above ground level (elevation 84 feet MSL) above points "3" and "4" along the western property line of the parcel on Exhibit A.

Together with the right to cause in all air space above the surface of Grantors' property such noise, vibrations, fumes, dust, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at or on said Ocean Isle Beach Airport; and Grantors do hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against Grantee, its successors and assigns, due to such noise, vibrations, fumes, dust, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at or on said Ocean Isle Beach Airport. The easement shall include all of the airspace over the easement parcel shown on Exhibit A, above the imaginary inclined plane described hereinabove and shown on Exhibit A..

The easement and right of way hereby granted includes the continuing right in the Grantee to prevent the erection or growth upon Grantors' property of any building, structure, tree, or other object, extending into the air space above the aforesaid imaginary plane, and to remove from said air space any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purposes. At the sole option of the Grantee, as an alternative, the Grantee may elect to mark and light as obstructions to air navigation, any such building, structure, tree or other objects now upon, or which in the future may be upon Grantors' property, together with the right of ingress to, egress from, and passage over Grantors' property for the above purposes.

In order to provide for the safe passage of aircraft, the Town of Ocean Isle Beach intends to remove entirely those trees that penetrate the imaginary plane over the approach area. If the Town of Ocean Isle Beach determines it is uneconomical or impractical to identify, locate, and cut each individual tree that penetrates the imaginary plane, the Town of Ocean Isle Beach shall have the right to cut groups of trees or specific areas of trees in order to ensure the penetrations are removed.

AND for the consideration hereinabove set forth, the Grantors, for themselves, their heirs, administrators, executors, successors, and assigns, do hereby agree that for and during the life of said easement and right of way, they will not suffer to remain upon Grantors' property any building, structure, tree or other object extending into the aforesaid prohibited air space, and that they shall not hereinafter use or permit or suffer the use of Grantors' property in such a manner as to create electrical interference with radio communication between any installation upon said airport and aircraft, or as to make it difficult for flyers to distinguish between airport lights and others, or as to impair visibility in the vicinity of the airport or as otherwise to endanger the landing, taking off or maneuvering of aircraft, it being understood and agreed that the aforesaid covenants and agreements shall run with the land.

This property is being acquired for the purpose of maintaining clear aircraft approach/departure zones for the Airport, thus furthering the Town of Ocean Isle Beach's desire to provide safe approaches to the Airport as required by the FAA (Federal Aviation Administration).

TO HAVE AND TO HOLD the aforesaid easement and all privileges and appurtenances thereunto belonging to the Grantee and its successors and assigns forever.

AND the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey this easement, that the property is free from encumbrances and that it will warrant and defend the said title to the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto executed this easement the day and year first above written.

John C. Sheffield (SEAL)

John C. Sheffield

Wendy C. Sheffield (SEAL)

Wendy C. Sheffield

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, Regina K. Jenkins, a Notary Public in and for the State and County aforesaid, do hereby certify that John C. Sheffield and Wendy C. Sheffield personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument for the purposes set forth therein.

Witness my hand and notarial seal, this the 15th day of August, 2016.

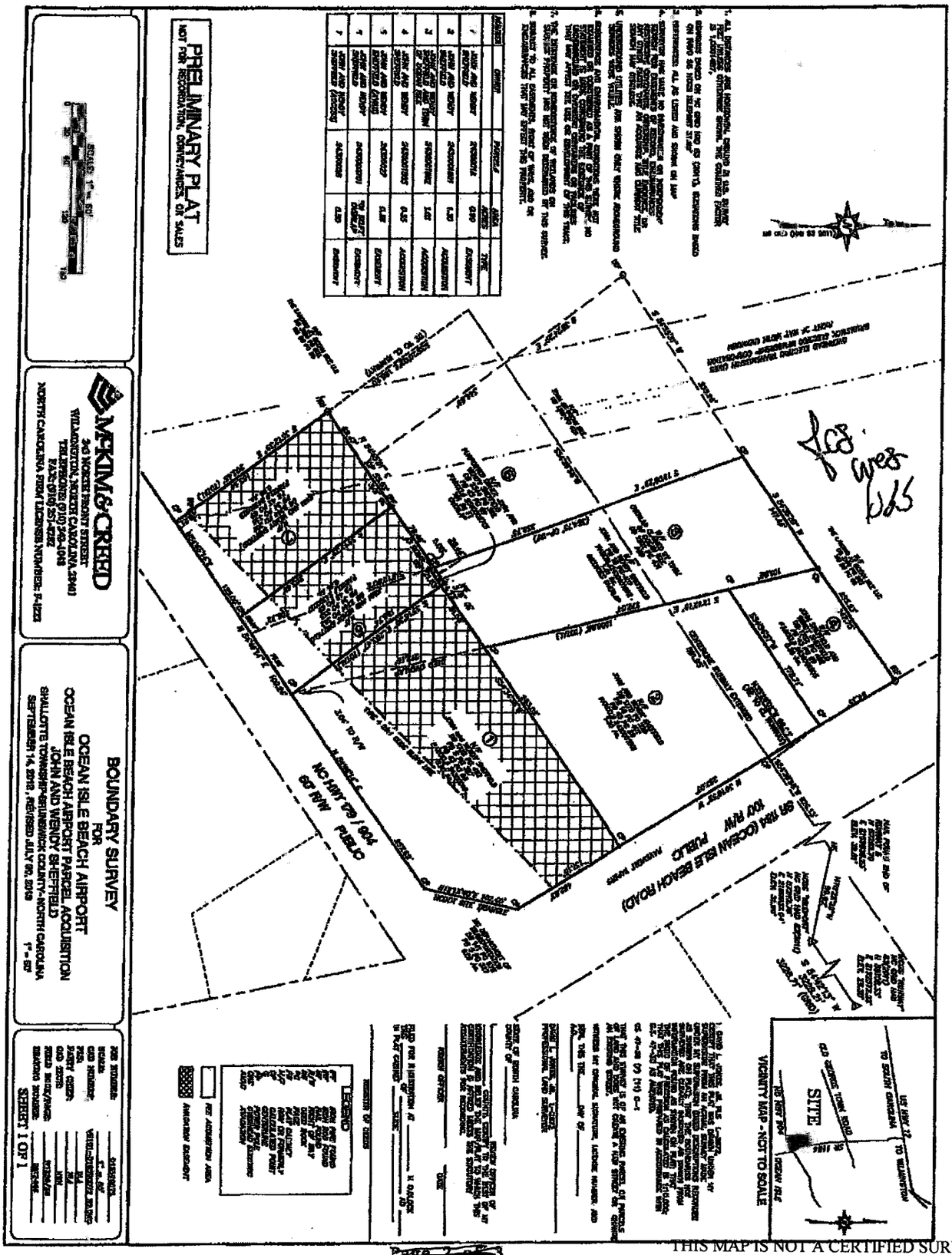
Regina K. Jenkins

Regina K. Jenkins, NOTARY PUBLIC

My commission expires:

7-11-2018

REGINA K. JENKINS NOTARY PUBLIC BRUNSWICK COUNTY, N.C.



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR LAND DEVELOPMENT REGULATIONS.