

Prepared by: Equitas Law Partners LLP, 330 Military Cutoff Road, Suite A2, Wilmington, NC 28412

Return to: Grantee

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”), made this _____ day of _____, 2025 (“Effective Date”) by and between **THE TOWN OF CAROLINA BEACH**, a North Carolina municipal corporation (“Grantor”), and **NORTH PIER CONDO ASSOCIATION, INC.**, a North Carolina non-profit corporation (“Grantee”).

WHEREAS, Grantor owns 1810 Canal Drive, Carolina Beach, NC 28428, New Hanover County Parcel ID R08807-013-004-000 (the “Property”), which is adjacent to the lands of the Grantee and currently serves as a parking lot;

WHEREAS, Grantor has agreed to allow Grantee to use the Property for the limited purpose of maintaining a dumpster thereon.

NOW, THEREFORE, Grantor for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee, the non-perpetual right to encroach upon the Property in the manner described herein pursuant to the following terms and conditions:

1. **Permitted Encroachments**. Grantor agrees to allow Grantee to encroach upon the Property to maintain one (1) dumpster for use of the Grantee, its successors and assigns. In consideration thereof, Grantee, its successors and assigns shall allow members of the public who utilize the parking lot to utilize the dumpster at Grantee’s sole cost and expense for as long as the dumpster remains on the Property.

2. **Grantee's Sole Risk and Expense.** Grantee acknowledges that the use of the Property shall be at Grantee's sole risk and expense.
3. **Transferability.** The rights granted and retained under this Agreement shall inure to the benefit of the heirs, successors, and assigns of the parties, and shall run with the land.
4. **Termination.** This Agreement may be terminated by Grantor at any time upon thirty (30) days' notice. In such instance, Grantor shall cause a termination of this Agreement to be recorded in the New Hanover County Registry.
5. **Notice.** Any notices and other communications required under this Agreement or relating hereto shall be in writing and delivered via personal delivery, certified United States mail (return receipt requested), or overnight delivery through a reputable carrier to:

Grantor: The Town of Carolina Beach
Town Manager
1121 N. Lake Park Blvd.
Carolina Beach, NC 28428

With copy to: Charlotte Noel Fox, Town Attorney
Craig, Fox & Roden
701 Market St.
Wilmington, NC 2840

Grantee: North Pier Condo Association, Inc.
— 6316 Marywood Dr.
Wilmington, NC 28409

With copy to: Samuel B. Potter
Equitas Law Partners LLP
330 Military Cutoff Rd., Suite A2
Wilmington, NC 28405

6. **Law and Venue.** This Agreement shall be governed by the laws of the State of North Carolina without regard to the conflicts of law provisions therein. The parties agree that the proper venue for any dispute related to this agreement are the state or federal courts located in New Hanover County, and the parties hereby submit to the jurisdiction thereof.

REMAINDER OF PAGE LEFT BLANK.

SIGNATURE PAGES FOLLOW.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

GRANTOR:

The Town of Carolina Beach
a North Carolina municipal corporation

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I certify that the following person(s), _____, personally appeared before me this day, acknowledging to me that he/she signed the foregoing Encroachment Agreement in the capacity indicated.

Date: _____

Notary Public

Notary Public Name Printed/Typed

My Commission Expires: _____

[SEAL]

GRANTEE:

North Pier Condo Association, Inc.
a North Carolina non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I certify that the following person(s), _____, personally appeared before me this day, acknowledging to me that he/she signed the foregoing Encroachment Agreement in the capacity indicated.

Date: _____

Notary Public

Notary Public Name Printed/Typed

My Commission Expires: _____

[SEAL]