



The Town of Manteo Board of Commissioners will meet in Regular Session in the Manteo Town Hall meeting room, 407 Budleigh Street and via teleconference* on Wednesday, September 2nd, 2020 at 6:30 p.m. to hear and act upon the following:

Town Of Manteo
Regular Board of Commissioners Meeting

AGENDA

1. CALL TO ORDER - MOMENT OF SILENT MEDITATION
2. PLEDGE OF ALLEGIANCE
3. ADOPTION OF AGENDA
4. CONSENT AGENDA
 - A. Approval of Minutes Regular Meeting August 5, 2020
 - B. Approval of Interlocal Agreement between the County of Dare and the Town of Manteo for Management of Funds from the Coronavirus Relief Fund
5. PUBLIC HEARING
 - A. Annexation of Town-Owned Property at 0 Sir Walter Raleigh St.
6. PUBLIC COMMENT *Members of the public are invited to address the Board of Commissioners on any topic. Public Comment is not intended to require the Board to answer any impromptu questions or to take any action on items brought up during the public comment period. Speakers will address all the comments to the Board as a whole and not one individual Commissioner. Discussions between speakers and members of the audience will not be allowed. Time limits are 3 minutes per person or 5 minutes per group. Please identify yourself and your location so that your statements can be recorded*
7. NEW BUSINESS
 - A. Selection of Engineering Firm for Shallowbag Bay Sewer Pump Station Replacement

8. OLD BUSINESS
 - A. Proposed Code of Ordinances Text Amendment to Establish the Community-Police Advisory Board and the Special Events Committee
 - B. Consideration of Program Contribution for Community Garden
 - C. Consideration of Request by Homeowners of Marshes Light regarding Marshes Light Boardwalk
9. MAYOR/COMMISSIONER COMMENTS
10. ADJOURN/RECESS

* The public may access the meeting by calling +1-253-215-8782, +1-301-715-8592, or +1-346-248-7799 and then entering Meeting ID of 622-572-789. Members of the public are welcome to participate in the Public Comment segment.

MINUTES

The Town of Manteo Board of Commissioners held their Regular session August 5, 2020 at the Manteo Town Hall, 407 Budleigh Street and via teleconference by calling +1-253-215-8782, +1-301-715-8592, or +1-346-248-7799 and then entering the Meeting ID of 622-572-789. at 6:30 p.m.

The following members were present:

- Mayor Bobby Owens
- Commissioner Darrell Collins
- Commissioner Christine Walker
- Commissioner Eddie Mann
- Commissioner Richie Burke
- Commissioner Betty Selby
- Commissioner Jason Borland

The following members were absent:

Also present at the meeting were:

- Town Manager James Ayers
- Town Clerk Becky Breiholz
- Town Attorney Ben Gallop
- IT Director Carl Woody
- PIO Michele Bunce

Town Manager James Ayers did a roll call of those present: Mayor Owens-present; Commissioner Collins-present via remote teleconference; Commissioner Walker via remote teleconference. The following Commissioners were physically present: Commissioner Mann-present; Commissioner Burke-present; Commissioner Selby-present and Commissioner Jason Borland-present. A quorum was established.

Mayor Owens called the meeting to order at 6:30 pm followed by a moment of silent meditation and the Pledge of Allegiance.

SUBJECT: Adoption of Agenda as presented or amended.

MOTION: Commissioner Mann seconded by Commissioner Walker to approve the agenda as presented was approved by the following roll call vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Borland, and Selby. Nays: None. Absent: None.

SUBJECT: Adoption of the items on the Consent Agenda as presented or amended.

MOTION: Commissioner Collins seconded by Commissioner Borland to approve the following items on the consent agenda: July 1, 2020 Regular; July 15, 2020 Recessed minutes; Resolution 2020-05 Disposal of Surplus property Sir Walter Raleigh Street; Resolution 2020-07 Update Dare County Program for Public Information; Resolution 2020-08 Designation of Applicants agent COVID 19; CARES Act Funding Agreement with Dare County; Title VI Compliance documents and policy Interlocal Agreement with Dare County on Debris Monitoring on the consent agenda as presented was approved by the following roll call vote:

Ayes: Commissioners Burke, Mann, Collins, Walker, Borland and Selby. Nays: None. Absent: None.

PRESENTATIONS

SUBJECT: Census presentation-Derek A. Dorazio, Partnership Specialist with the US Census Bureau and Regional Representative gave the Board an update on the 2020 Census there has been some increase in the response rate over the past 2 weeks and for Manteo the response rate is 23.3%. They are focusing on counting year-round residents and only about 62%-year-round residents have responded which is the lowest percentage of year-round residents of all 6 municipalities in Dare County. Non-response follow-up will start as early as August 11, 2020. Ways to increase self-response rates would be to put notices on utility bills; social media; website; emails; texts, fliers, major employers, churches, food distribution sites; COVID 19 testing sites.

SUBJECT: Town of Manteo Website-Carl Woody, IT Director displayed the new Town website for the Board and gave a basic overview of how the new website works. Mr. Woody gave the Board a brief history of how the website was developed. It will tell the story of the Town and is easier to navigate. Mr. Woody stated that we had a website team that visited other websites to help with the design. There were 3 most popular web pages were the web cam; the news and the calendar. Another important feature of the website is accessibility. He thanked staff for all their help on getting this done.

SUBJECT: Update Utility Programs under COVID-19:

1. Payment Plans under Executive Order 124. Mr. Ayers gave the Board an overview and as of July 31st we have \$12,476 past due residential and \$8,382.49 commercial accounts. In accordance with Governor Cooper's EO #124 issued on March 31, 2020 no new penalties for late payments or disconnection fees or reconnection fees will be imposed on residential accounts for a period of sixty days for late payments. This payment plan is in accordance with EO #124 and gives the residents 6-month payment plan. On March 18, 2020, the Board of Commissioners provided the Town Manager with the authority to extend this relief to commercial accounts as well. All water and sewer utility charges billed are due and payable before the due date issued on utility bills. Customers are not relieved of their obligation to pay bills for receipt of any service covered by the order. Charges for utility service will continue to accrue in accordance with the North Carolina General Statutes and the Town of Manteo Code of Ordinance. Staff is reaching out to residents and businesses to let them know that the payment plan form is available.
2. Manteo Resident Relief Fund-The Manteo Resident Relief Fund was authorized by the Board of Commissioners to assist residents who are unable to pay their past due water and sewer service fees accrued during the Coronavirus (COVID-19) emergency. Relief is offered to residents who have experienced job losses, reductions in work hours, or additional expenses to COVID 19. Maximum award is \$500 per household and the Relief Fund program is limited to \$100,000. Awards are grants not loans. Awarded funds will be paid directly to the Water and Sewer Fund on behalf of the applicant. Mr. Ayers also stated that some personnel information on the application may be public records and what

is not public information will not be released in accordance with the N.C. General Statutes. Commissioner Collins asked how many have applied and Mr. Ayers stated that it is just happening now, so we have not had any applications yet. Our Finance Department will be reaching out and letting them know that it is available.

SUBJECT: Update on Committees and Recruitment-Mr. Ayers stated this topic has been discussed before and the Board has appointed members of the community to time limited task force and committees, but for longer term committees it is best to have them outlined in our ordinances like the Cemetery Board, Planning Board and Board of Adjustment. The Special Events committee needs to be reconstituted and right now it is not listed as a formal committee in our ordinance and if the Board desires to do that, he suggests we do that. The Special Events committee there may a need to have an overall committee that meets quarterly to discuss overall strategy; we also found that there are groups of people that want to work on only one event. If the Board wants that to happen, he can bring the language back for the Board to review at their September meeting. Consensus of the Board for Mr. Ayers to do that.

Another committee the Board might want to consider is the Community Police Advisory Board. There used to be one, but it has fallen by the wayside. It would be an opportunity to take our community police to the next level if the Board so desires to have that in place. Consensus of the Board was for language to establish this committee and for both the committees to be a diverse group of the community.

Another thing he would like to bring to the Boards attention that in our existing ordinance there is a rule that states if someone misses two consecutive meetings whether or not it is excused; they are terminated from that board. The Board might want to make that requirement more flexible for excused absences and allowing the chair to determine whether or not the reason they missed is an excused absence. Commissioner Walker would like that to be applicable to the Planning Board but is okay with the other Committees. Commissioner Mann suggested adding language that states compensated boards meet that requirement and voluntary boards allow for excused absences. After discussion consensus of the Board is to keep the requirement for paid board's only. Mr. Ayers will have that language for the Board at their September meeting. For recruitment we will use social media, newspaper, website and reach out to every neighborhood. Mr. Ayers said there would be diversity, equity, and inclusion and we will expand our recruitment also by placing this on our water bill to make it easier to engage. Also identify neighborhood champions who can get the word out.

PUBLIC COMMENTS

Mayor Owens opened up public comments and Mr. Ayers read the Public Comment statement: *Members of the public are invited to address the Board of Commissioners on any topic. Public Comment is not intended to require the Board to answer any impromptu questions or to take any action on items brought up during the public comment period. Speakers will address all the comments to the Board as a whole and not one individual Commissioner. Discussions between speakers and members of the audience will not be allowed. Time limits are 3 minutes per person or 5 minutes per group. Please identify yourself and your location so that your statements can be recorded.*

Mr. Ayers asked that they need to hit *9 to raise their hand and will identify the caller by the last 4 digits of their phone number.

#0302-Jim Contristan, Compton Street and wanted to thank the Board for considering the request to accept our donation of the Marshes Light boardwalk and easement area and hiring an engineer to review our request.

#5545-Bill Husted, Compton Street, thanked the Board for hearing the request for the donation to the Town of the Marshes Light boardwalk. We did a simple survey of owners and received 37 responses and there is strong support for the proposal of the Town taking over the boardwalk and hope they will move forward with the study to determine feasibility.

NEW BUSINESS

SUBJECT: Approval of Resolution 2020-06 Intent to Annex property owned by the Town of Manteo and scheduling a public hearing. This is vacant land located on Sir Walter Raleigh and Bideford across from the Pea Island Cookhouse museum. The land is owned by the Town and should be subject to all Town regulations. The Board will need to approve the resolution and set the public hearing.

MOTION: Commissioner Selby seconded by Commissioner Mann to approval Resolution 2020-06 and to schedule a public hearing for September 2, 2020 was approved by the following roll call vote: Ayes: Commissioners Burke, Mann, Collins, Walker, Borland, and Selby. Nays: None. Absent: None.

MAYOR'S/COMMISSIONERS COMMENTS

Commissioner Borland commented the website looks great. He commented on the committees and we do not want to lose old applications and wanted to make sure that we clean them up and make sure they are accurate.

Commissioner Mann asked that a cost analysis and evaluation of costs for the Town to maintain the Marshes Light boardwalk be given to them so they would have a better understanding of what they might be undertaking. Mr. Ayers, we do have an estimated cost from a qualified engineer to do that study and it was estimated to be \$2800 for that study and if the Board chooses to move forward thinks that the study could be done by their September meeting but does not want to commit to that.

Commissioner Burke thanked the Public Works Department for the cleanup after the storm, they were at work early and stayed late.

Commissioner Walker had a suggestion for the website and thinks that we should have a group photo of the Commissioners. The last picture they had was from 2013 and maybe getting our picture taken the next time they are together; thinks it would be helpful to our citizens who do not know them. She does not want to expend a lot of funds in doing that. Mr. Ayers, we do have

photographer who can help with that, either a group picture or individual picture next to their email address. Mr. Ayers will coordinate with the photographer.

Commissioner Burke asked if we wanted to cancel the August workshop meeting and Mr. Ayers stated they have no business for the August 19th meeting.

MOTION: Commissioner Mann seconded by Commissioner Selby to cancel the August 19th meeting and adjourn until September 2, 2020 was approved by the following roll call vote:
Ayes: Commissioners Burke, Mann, Collins, Walker, Borland, and Selby. Nays: None. Absent: None.

Mayor Owens adjourned the meeting at 7:45 pm

This the 5th day August of 2020

ATTEST:

Bobby Owens, Mayor

Becky Breiholz, Town Clerk

MINUTES

The Town of Manteo Board of Commissioners cancelled their August 19, 2020 Recessed/Workshop meeting.

Interlocal Agreement Between the County of Dare
And the Town of Manteo
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this 18 day of Aug 2020, by and between the County of Dare, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and the Town of Manteo, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately \$4.067 billion in CRF funds, including approximately \$481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates \$300 million of the State of North Carolina's CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and

WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's CRF allocation is \$1,570,418; and

WHEREAS, the Municipality's CRF allocation is \$26,141. [*This includes the amount of \$31,636, which was previously shared with the Municipality.*]

NOW, THEREFORE, it is agreed as follows:

1. Dare County shall allocate to the Municipality \$26,141 for expenditures as specified in the Municipality's plan, due Sept. 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.
2. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality and holds the County harmless from same.. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements.
3. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S.

Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

4. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by 8/24/2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by the date provided for in this paragraph, the Municipality shall return the funds to the County.
5. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by the 15th of each month for the County to upload to the State portal (Attachments C-1 and C-2). Following receipt of the monthly reports and substantiation for the amount requested for reimbursement, as required by OSBM, the County shall reimburse the Municipality for the funds expended. Municipality shall complete the July 20 report, for expenditures through June 30, as soon as possible.
6. A Final Report (Attachment F) will be required when the Municipality's allocation is fully spent or by November 20th, whichever is earlier. It is the County's intent to reallocate any unspent funds by December 1st to other eligible CRF expenses to fully utilize all CRF funds for the community.
7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.
8. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Municipality and the County listed below, or those other addresses of which either party gives the other party written notice:

If to the Municipality, to: P.O. Box 246
Manteo, NC 27954

If to the County, to: P.O. Box 1000, Manteo, NC 27954

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

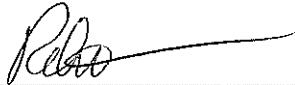
IN WITNESS WHEREOF, the parties hereto have caused this **INTERLOCAL AGREEMENT** to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

Town of Manteo

County of Dare

By _____


Title: _____

By 

Title: County Manager

Municipality: This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County: This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

 8/18/2020

**AN ORDINANCE #37 TO EXTEND THE CORPORATE LIMITS OF
THE TOWN OF MANTEO, NORTH CAROLINA**

WHEREAS, on August 5, 2020, the Town of Manteo Board of Commissioners adopted a resolution (Resolution #2020-06) pursuant to G.S. 160A-31(g) stating its intent to annex the area described below; and

WHEREAS, a public hearing on the question of this annexation was held during a regular meeting of the Town of Manteo Board of Commissioners at Manteo Town Hall at 6:30 p.m. on September 2, 2020, after due notice; and

WHEREAS, the Town of Manteo Board of Commissioners finds that the proposed annexation and said resolution meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by The Board of Commissioners of the Town of Manteo, North Carolina that:

Section 1. By virtue of the authority granted G.S. 160A-31, the following described contiguous property owned by the Town of Manteo is hereby annexed and made part of the Town of Manteo:

An unimproved parcel of land, located on Roanoke Island, near the Town of Manteo having the address of 0 Sir Walter Raleigh St., being further identified on the Dare County Tax maps by PIN No. 988018304343 and shown as Parcel ID: #025502000 and being more particularly described as being all that property conveyed to the Town of Manteo via the deed recorded at Book 1953 and Page 496 of the Dare County Pubic Registry (the "Property").

Section 2. The Town of Manteo shall cause to be recorded in the office of the Register of Deeds of Dare County, and in the Office of the Secretary of the State in Raleigh, North Carolina, an accurate map of the annexed property along with a certified copy of this ordinance. Such a map shall also be delivered to the Dare County board of Elections as required by G.S. 163-288.1.

Section 3. This annexation ordinance shall be effective immediately upon its adoption.

Adopted this the _____ day of _____, 20____

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

State of North Carolina
County of Dare

I, _____, Notary Public in and for the County prepaid, in the State of North Carolina, do certify that Mayor _____, Town Clerk _____, and Town Attorney _____, whose names are signed to the foregoing Ordinance to Extend the Corporate Limits of the Town of Manteo, North Carolina, bearing the date of _____, 20____ have acknowledged the same before me this the ____ day of _____, 20____

Notary Public

(SEAL)

My Commission Expires: _____

STATE OF NORTH CAROLINA
DARE COUNTY

I, the undersigned, Notary Public of the County and State aforesaid, do hereby certify that _____, Town Clerk, personally appeared before me this day and acknowledged that she is Town Clerk of Manteo, a North Carolina municipal corporation, and that by authority duly given by the Board of Commissions of the Town of Manteo and as the act of said Town of Manteo, the foregoing instrument was signed on this day by its Mayor, sealed with the Town seal and attested by herself as its Town Clerk.

Witness my hand and notarial seal, this ____ day of _____, 20____

Notary Public

My commission expires: _____

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

Register of Deeds for Dare County

By: _____/Assistant Register of Deeds



Department Head Report Administration

September 2, 2020

Authorization to Negotiate Professional Services Contract for Shallowbag Bay Sewer Pump Station Replacement

The Town of Manteo issued a Request for Qualifications (RFQ) for engineering and related services for the Shallowbag Bay Sewer Pump Station Replacement. The procurement followed North Carolina General Statute § 143-64.31 and the qualifications-based selection (QBS) process. This process requires us to select a firm based on qualifications and then to negotiate a contract for a fair fee with the best qualified firm.

One firm submitted a qualifications package by the deadline on August 26, 2020, and the submittal was responsive to the RFQ. The submittal was evaluated by the review team in accordance with the evaluation criteria listed in the RFQ, including technical approach, work experience, firm & staff qualifications, and past performance. The assessment indicated this firm was well-qualified for the proposed project, including successful completion of similar projects for other municipalities. Here is the qualified firm:

1. Green Engineering (Wilson, NC)

The solicitation was posted locally and statewide, including listing on the NC DOA website and its HUB (historically underutilized business) portal. Newspaper advertising, online postings, and related activities were used to supplement the outreach efforts.

The proposed action is for the Board of Commissioners to authorize the following:

- The Town Manager is to negotiate a contract with Green Engineering; and
- The Town Manager is to sign the contract and any amendments.

If you have any questions about this agenda item, please call the Town Manager at 473.2133 or the staff member listed below prior to Wednesday Evening.

Name: James Ayers

Telephone: 473-2133



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3 **AN ORDINANCE AMENDING THE TOWN CODE**
4 **OF THE TOWN OF MANTEO, NORTH CAROLINA TO ESTABLISH THE**
5 **COMMUNITY-POLICE ADVISORY BOARD AND THE SPECIAL EVENTS**
6 **COMMITTEE**

7 **Proposed Code of Ordinances Text Amendment 2020-06COD**

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9 **ARTICLE I. Purpose(s) and Authority.**

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11 **WHEREAS**, pursuant to N.C.G.S. § 160A-174, the Town of Manteo (the “Town”) may enact and amend ordinances which define, prohibit, regulate, or abate acts, omissions, or conditions, detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the city, and may define and abate nuisances within its jurisdiction. Pursuant to this authority the Town has codified such ordinances within the Town’s Code of Ordinances (the “Town Code”); and

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18 **WHEREAS**, the Town finds that the establishment of a Community-Police Advisory Board and a Special Events Committee will be beneficial to the health, safety, or welfare of its citizens by promoting community engagement; and

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22 **WHEREAS**, the Town further finds that in accordance with the findings above it is in the interest of and not contrary to the public’s health, safety, morals and general welfare for the Town to amend the Town Code as stated below.

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26 **ARTICLE II. Construction.**

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28 For purposes of this ordinance amendment, underlined words (underline) shall be considered as additions to existing Town Code language and strikethrough words (~~strikethrough~~) shall be considered deletions to existing language. Any portions of the adopted Town Code which are not repeated herein, but are instead replaced by an ellipsis (“...”) shall remain as they currently exist within the Town Code.

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34 **ARTICLE III. Amendment of Town Code.**

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36 NOW, THEREFORE, BE IT ORDAINED by the Town Board of Commissioners of the Town of Manteo, North Carolina, that the Town Code be amended as follows:

1 **PART I.** That the Code of Ordinances, Town of Manteo, North Carolina, is hereby
2 amended by adding a division, to be numbered 6, to Chap. 2, Art. IV which
3 division reads as follows:
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5 **DIVISION 6. - COMMUNITY-POLICE ADVISORY BOARD**
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7 **Sec. 2-251. - Purpose.**
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9 The purpose of the Community-Police Advisory Board is to provide advice,
10 feedback, and suggestions to the Manteo Police Department.
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12 **Sec. 2-252. - Membership and Terms.**
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14 The board shall consist of at least three members and not more than seven
15 members appointed by the Town of Manteo Board of Commissioners. Members
16 shall serve terms of two years. Representation of all segments of the community
17 shall be encouraged.
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19 **Sec. 2-253. - Meetings and Administration.**
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21 The board shall meet at least quarterly. The town manager shall assign town
22 staff to be present at meetings of the board whose responsibility it shall be to
23 keep official records, prepare minutes of the meetings, and provide notification
24 of the meetings.
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26 **Secs. 2-254– 2-260. – Reserved.**
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28 **PART II.** That the Code of Ordinances, Town of Manteo, North Carolina, is hereby
29 amended by adding a division, to be numbered 7, to Chap. 2, Art. IV which
30 division reads as follows:
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32 **DIVISION 7. – SPECIAL EVENTS COMMITTEE**
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34 **Sec. 2-261. - Purpose.**
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36 The purpose of the Special Events Committee is to provide advice, feedback,
37 and suggestions regarding special events to the Town Administration.
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39 **Sec. 2-262. - Membership and Terms.**
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41 The committee shall consist of at least three members and not more than seven
42 members appointed by the Town of Manteo Board of Commissioners. Members
43 shall serve terms of two years. Representation of all segments of the community
44 shall be encouraged.
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46 **Sec. 2-263. - Meetings and Administration.**

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The committee shall meet at least quarterly. The town manager shall assign town staff to be present at meetings of the committee whose responsibility it shall be to keep official records, prepare minutes of the meetings, and provide notification of the meetings.

Secs. 2-264– 2-270. – Reserved.

ARTICLE IV. Severability.

All Town ordinances or parts of ordinances in conflict with this ordinance amendment are hereby repealed. Should a court of competent jurisdiction declare this ordinance amendment or any part thereof to be invalid, such decision shall not affect the remaining provisions of this ordinance amendment nor the Zoning Ordinance or Town Code of the Town of Manteo, North Carolina which shall remain in full force and effect.

ARTICLE VI. Effective Date.

This ordinance amendment shall be in full force and effect from and after the ____ day of _____, 20__.

Bobby Owens, Mayor

ATTEST:

Becky Breiholz, Town Clerk

Date adopted: _____

Motion to adopt by Commissioner _____

Motion seconded by Commissioner _____

Vote: _____ AYES _____ NAYS



Department Head Report Administration

September 2, 2020

Consideration of Program Contribution for Community Garden

During the June 17, 2020 meeting of the Board of Commissioners, an advocacy presentation was given by Michelle Lewis of the Peace Garden Project. Ms. Lewis described the programs offered by the Peace Garden Project, including planting and cultivation of produce, distribution of produce to community members in need, and the Youth Leadership Institute. Since that presentation, the Peace Garden Project has distributed tons of free produce to local residents and families.

This item appears on the agenda per Board member request, and it is up for the Board to consider if a program contribution to the community garden should be authorized. In anticipation of these deliberations, it has been confirmed that the Peace Garden Project is listed with the Internal Revenue Service as a non-profit organization, headquartered in Manteo, and classified as a Public Charity.

If the Board of Commissioners should decide to make a contribution to the Peace Garden Project, then a vote would be appropriate to direct the Town Manager to make such a payment in the amount chosen by the Board out of the Board's Discretionary Fund.

If you have any questions about this agenda item, please call the Town Manager at 473.2133 or the staff member listed below prior to Wednesday Evening.

Name: James Ayers

Telephone: 473-2133



Department Head Report Administration

September 2, 2020

Consideration of Request by Homeowners of Marshes Light regarding Marshes Light Boardwalk

During the July 15, 2020 meeting of the Board of Commissioners, an advocacy presentation was given by Bob Keeney on behalf of homeowners in Marshes Light. Mr. Keeney proposed the donation of a portion of the Marshes Light Boardwalk to the Town of Manteo for use as a park. Mr. Keeney noted that the existing Conditional Use Permit requires Marshes Light homeowners to maintain/re-build the boardwalk in the 30-foot easement for public use. Concerns were expressed in the event of a storm and possible damage, following which the Town could apply for FEMA/CAMA funds that are not available to the homeowners. Other issues such as liability and related items were noted as well, and Mr. Keeney's complete comments are summarized in the minutes of the July 15th meeting available at manteonc.gov.

Town staff was directed to gather information on the boardwalk agreement and the estimated fee for an engineering assessment of the boardwalk condition and costs. The estimated cost for an engineer to do the inspection, evaluate repair needs, and provide anticipated future costs for replacement would be \$2,800.00. With regard to the existing agreement, the Easement & Maintenance Agreement for the Marshes Light Boardwalk dated May 10, 2006 is attached hereto.

This item appears on the agenda per Board member request, and it is up for the Board to consider if it would like to engage an engineer for the boardwalk assessment as the first step in determining feasibility of the proposed transaction.

If the Board of Commissioners should decide to take this step, then a vote would be appropriate to direct the Town Manager to contract with a consultant for the assessment of the boardwalk and pay the costs for such services out of the Board's Discretionary Fund.

Attachment: Easement & Maintenance Agreement for Marshes Light Boardwalk (05/10/06)

If you have any questions about this agenda item, please call the Town Manager at 473.2133 or the staff member listed below prior to Wednesday Evening.

Name: James Ayers

Telephone: 473-2133



Unofficial Document

Prepared by and after recording
Please return to:
Daniel D. Khoury, Esquire
Vandevanter Black LLP
P.O. Box 2
Kitty Hawk, NC 27949

EXEMPT
DARE COUNTY TAX
COLLECTOR

2463-06

EASEMENT AND MAINTENANCE AGREEMENT

This **EASEMENT AND MAINTENANCE AGREEMENT** (this "Agreement") is made effective as of the 10th day of May, 2006, by and between Marshes Light, LLC, a North Carolina limited liability company ("Grantor") and the Town of Manteo, a North Carolina municipal corporation of P.O. Box 246 Manteo, NC 27954 ("Grantee");

STATEMENT OF PURPOSE

a. Grantor is the Permit Holder to that Conditional Use Permit dated October 14, 2005 issued by Grantee which permits development of that property described in Exhibit A attached hereto and incorporated herein by reference, said property known as the development of "Marshes Light" (the "CUP").

b. Pursuant to paragraph 3 of the CUP, the Permit Holder shall deed, dedicate and maintain a 30-foot easement along the waters edge of the property subject to the CUP as a public park in perpetuity, together with public access to the docks attached to the boardwalk (the "Boardwalk Easement")

c. Pursuant to paragraph 6 of the CUP, all streets and sidewalks within the development of Marshes Light shall be accessible to the public, although privately owned (with the exception of Uppowoc Street) and maintained by the Permit Holder and their successors and assigns in interest (the "Street Easement").

d. By this Agreement, the Grantor desires to comply with the conditions of the CUP and grant the easements described herein for the benefit of Grantee and the public with access to said easements by owners of properties within the development of Marshes Light and the public and the maintenance of said easements by the Grantee and their successors and assigns in interest.

NOW, THEREFORE in consideration of the covenants and conditions set forth in the CUP, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.** Grantor hereby grants and conveys to Grantee and their successors and assigns for the benefit of the public, a perpetual non-exclusive easement over portions of Grantor's property (the "Easement Area") as more particularly set forth in Exhibit B attached hereto and incorporated herein by reference for the following purposes:

a. Ingress, egress and regress by vehicular traffic to and from Fernando Street and Uppowoc Street as more particularly described in Parcel 1 of Exhibit B (the "Street Easement"); and

b. Pedestrian access by ingress, egress and regress over that boardwalk and attached docks to be constructed by Grantor as more particularly described in Parcel 2 of Exhibit B (the "Boardwalk Easement").

[(a) and (b) collectively, the "Easements"].

2. **Construction and Maintenance of the Easements.**

a. **Street Easement.** Grantor shall cause the Street Easement to be filled, graded and paved in accordance with the requirements of The Town of Manteo. After the initial construction, Grantor and its successors and assigns in interest (including any association of property owners in the development of Marshes Light) shall be responsible for the maintenance, repair and any necessary replacement of improvements to the Street Easement.



b. Boardwalk Easement. Grantor shall cause the improvements to the Boardwalk Easement to be constructed in accordance with plans submitted to the Town of Manteo and permitted by CAMA which shall match as closely as possible the existing public park and boardwalk in the historic downtown area of the Town of Manteo. After the initial construction of the improvements to the Boardwalk Easement, Grantor and its successors and assigns (including any association of property owners in the development of Marshes Light) shall be responsible for the maintenance, repair and any necessary replacement of those improvements to the Boardwalk Easement.

At all times, Grantor shall maintain the Easements and any improvements in a safe and attractive condition and in compliance with all applicable governmental requirements.

3. Indemnity. Grantor shall indemnify, defend and hold harmless the Grantee from and against any and all losses, claims, damages, liabilities, penalties, fines, or expenses, of whatsoever nature, including reasonable attorneys fees arising from the installation, maintenance, repair, replacement and use of the Easements.

4. Inurement. The benefits of this Agreement shall inure to the benefit of property owners in the development of Marshes Light and the general public. The rights and obligations set forth in this Agreement are intended to run with Grantor's property as more particularly described in Exhibit A and shall be binding upon Grantor's assigns and successors in title.

5. Assignment to Property Owner's Association. Subsequent to completion of the construction of the improvements on the Easements, it is anticipated that at a future date, the ownership of the Easements will be conveyed to a Property Owners' Association and the obligations under this Agreement to maintain, repair and replace the improvements on the Easements will be assigned to said Property Owners' Association.

6. Notices. All notices and communications required or allowed by this Agreement shall be in writing and delivered in person or as otherwise provided in this Section, addressed to the party of person to whom the notice is being given at the following addresses:

To Grantor:

Marshes Light, LLC
c/o Kitty Hawk Land Company
Post Office Box 229
Kitty Hawk, North Carolina 27949



Attention: Charles J. Hayes, Jr.
Telephone: (252) 261-2131
Facsimile: (252) 261-3083

To Grantee:

Town of Manteo
P.O. Box 246
Manteo, North Carolina 27954
Attention: Kermit Skinner, Town Manager
Telephone: (252) 473-2133
Facsimile: (252) 473-3263

Notices may be delivered by couriers, telephone facsimile, hand delivery or telegram and shall be deemed to have been delivered on the date of its receipt by the addressee or its authorized agent or employee; provided that, telephone facsimile notices must be delivered by 5:00 p.m. on such date.

7. **Miscellaneous.**

a. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. This Agreement shall be construed in accordance with the law of the State of North Carolina.

c. This Agreement shall be binding upon and inure to the benefit of successors, assigns, and successors-in-title of the parties hereto.

d. In the event of any litigation, arbitration, or other proceeding brought to enforce or interpret this Agreement, the prevailing parties shall receive an award of its reasonable attorneys' fees and costs.

e. Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Agreement. Any remedy or election under this Agreement will not be deemed exclusive, but, instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.



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f. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties can be carried out.

g. This Agreement may be amended, modified, or terminated at any time by an agreement in writing, executed and acknowledged by all the parties to the Agreement or their respective successors, assigns and successors-in-title, and this Agreement shall not be otherwise amended, modified or terminated during the term hereof. This Agreement may be executed in multiple counterparts an/or counterpart signature pages, all of which when taken together shall constitute but one and the same agreement.

h. This Agreement constitutes the entire agreement between the parties and supersedes any other prior oral or written communications, representations or statements with respect to the transaction contemplated in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the authority duly given as of the day and year below acknowledged.

GRANTOR:

MARSHES LIGHT, LLC (SEAL)

May 26, 2006

By: Boddie-Noell Enterprises, Inc., it's Manager

By: Douglas E Anderson (SEAL)

Name: Douglas E. Anderson
Title: Executive Vice-President

GRANTEE:

TOWN OF MANTEO

May 31, 2006

By: John F. Wilson, IV
John F. Wilson, IV, Mayor

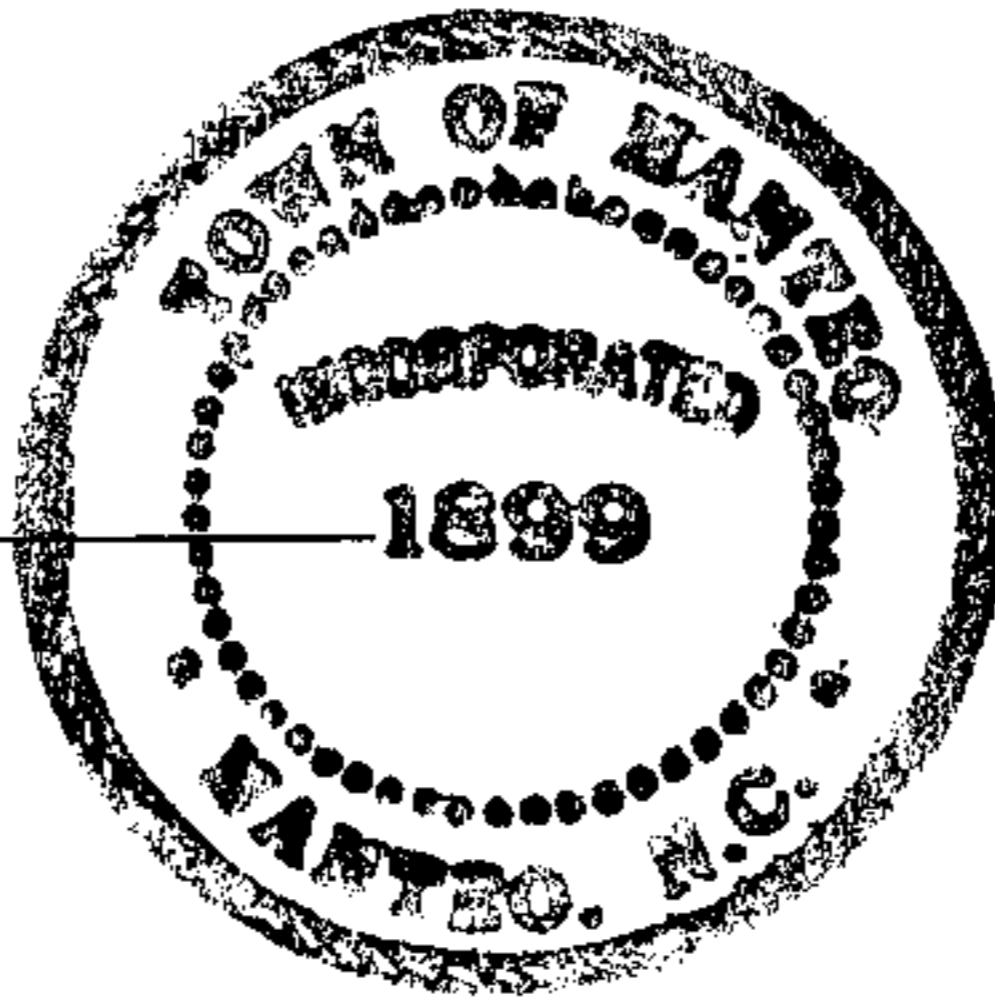


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ATTEST:

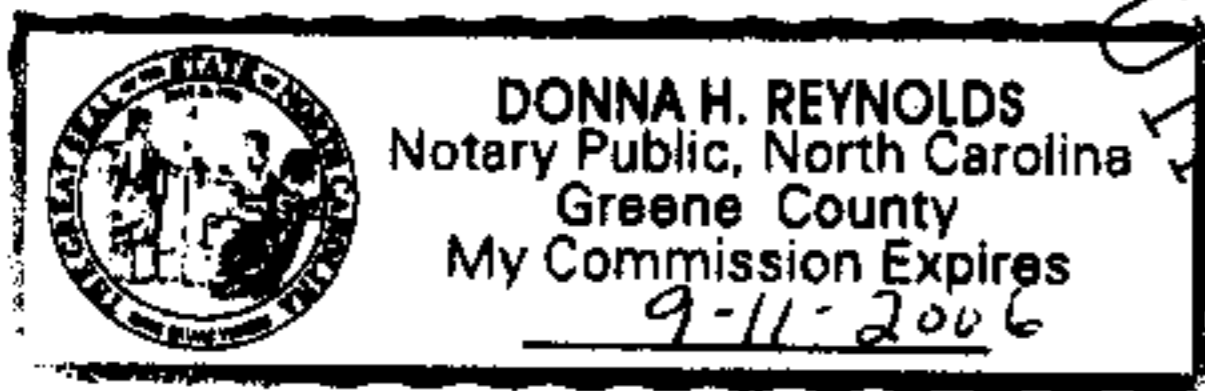
Becky Breiholz
Becky Breiholz, Town Clerk



STATE OF NORTH CAROLINA
COUNTY OF GREENE

I, Donna H. Reynolds, a Notary Public for said County and State, do hereby certify that DOUGLAS E. ANDERSON, Executive Vice-President of Boddie-Noell Enterprises, Inc., a manager in Marshes Light, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument by authority duly given and as the act of the Corporation and as the act of the limited liability company.

Witness my hand and official stamp or seal, this 26 day of May, 2006.



Donna H. Reynolds
Notary Public

My Commission expires: 9-11-2006

STATE OF NORTH CAROLINA
DARE COUNTY



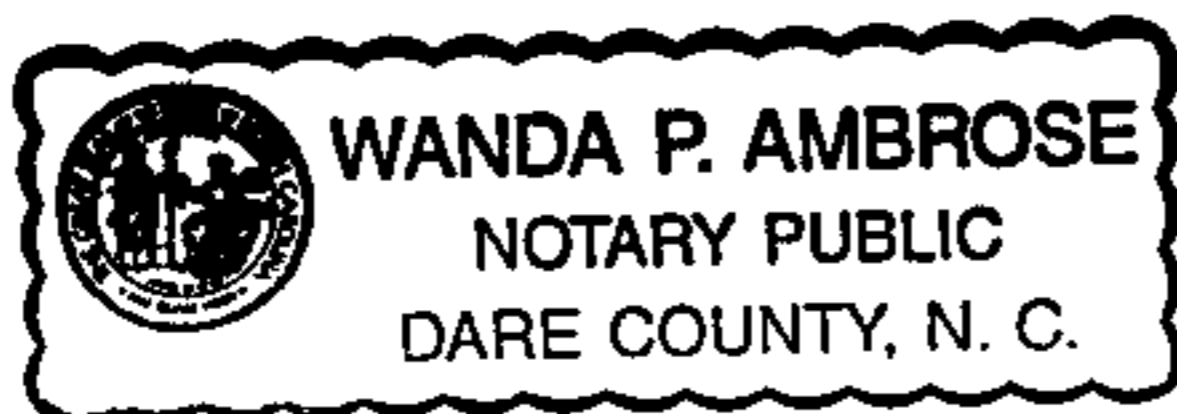
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I, the undersigned Notary Public for the County and State aforesaid, do hereby certify that Becky Breiholz personally came before me this day and acknowledged that she is Town Clerk of the Town of Manteo, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and official seal, this 31 day of May, 2006.

Wanda P. Ambrose
Notary Public

My Commission expires: 3/27/11



UNOFFICIAL DOCUMENT

EXHIBIT A

GRANTOR'S PROPERTY

All those certain tracts or parcels of land lying and being situate in the Town of Manteo, Nags Head Townships, Dare County, North Carolina and being more particularly described as follows:

BEGINNING at a concrete monument located in the East margin of the 100 foot right of way of U.S. Highway 64-264, said point of beginning being also located South 66 deg. 33 min. 27 sec. West 93.44 feet from a set PK nail in the centerline of the newly dedicated 36' right of way of Uppowoc Street; thence from said point of beginning along the East margin or right of way of U.S. Highway 64-264 North 73 deg. 05 min. 05 sec. West 11.02 feet to a concrete monument or other marker located in the South line of property owned by County of Dare, a body politic as more particularly described in Deed Book 1642, Page 267 in the Public Registry of Dare County, North Carolina; thence North 53 deg. 37 min. 32 sec. East 244.31 feet to a point; thence cornering along the arc of a circular curve to the left having a radius of 232.00 and a chord of North 27 deg. 32 min. 47 sec. East 203.98 feet to a point situated in the Western margin of the 36 foot right of way of Uppowoc Street; thence cornering and proceeding North 53 deg. 38 min. 50 sec. East 33.64 feet to a point; thence North 01 deg. 53 min. 44 sec. East 12.98 feet to an iron pin or other marker located in an existing drill hole in concrete situated within the centerline of the dedicated 36 foot right of way for the extension of Uppowoc Street; thence continuing along the centerline of Uppowoc Street North 22 deg. 30 min. 48 sec. West 513.23 feet to a point formerly marking a point of tangency between the Western property line of Marshes Light, LLC and the Eastern property line of the County of Dare, a body politic prior to the dedication by Marshes Light, LLC and the County of Dare of the 36 foot right of way providing for the extension of Uppowoc Street South of Fernando Street; thence continuing along the centerline of Uppowoc Street along an arc with a circular curve to the left with a radius of 2228.00, the chord being North 30 deg. 57 min. 47 sec. West 654.76 feet to a point; thence continuing along the centerline of Uppowoc Street North 39 deg. 24 min. 45 sec. West 49.67 feet to an "X" set in concrete in the Southern margin of the 30 foot right of way of Fernando Street; thence cornering and proceeding along the Southern margin of the 30 foot right of way of Fernando Street North 51 deg. 42 min. 15 sec. East 114.98 feet to an existing drill hole in concrete set in the Southern margin of the 30 foot right of way of Fernando Street, said drill hole having N.C. Grid Coordinates of N = 244257.208 meters and E = 909769.422 meters; thence continuing along the Southern margin of the 30 foot right of way of Fernando Street North 51 deg. 41 min. 51 sec. East 826.34 feet, more or less, to the mean highwater mark of Shallowbag Bay, thence along and with the mean highwater mark of Shallowbag Bay in a general southerly direction to a point which is located at the eastern terminus of the southern line of the tract depicted as "Huldah B. Turner 7.17 Ac." on that map recorded in Map Book 2, Page 180, said point being located at the eastern terminus of the line depicted as "S70-09W-690.0" on the aforesaid Huldah B. Turner map; thence South 53 deg. 37 min. 32 sec. West a distance of 1,168.62 feet more or less to the place of beginning; same containing approximately 21.46 Acres more or less as shown on that survey captioned "Conveyance Survey for Marshes Light, L.L.C./Dare County" prepared by Seaboard Surveying & Planning, Inc. File No. 0203075, dated March 19, 2004, last revised July 5, 2005 and recorded July 20, 2005 in Plat Cabinet G, Slide 75, in the Public Registry of Dare County, North Carolina. The property herein conveyed is subject to the dedications of right of way of Uppowoc Street and Grenville Street as set forth on the afore-referenced Survey recorded in Plat Cabinet G, Slide 75, in the Public Registry of Dare County North Carolina.

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EXHIBIT B

EASEMENT AREA

Parcel 1 Street Easement

BEGINNING at a concrete monument set in the Southern margin of the 30 foot right-of-way of Fernando Street, said point of beginning being located North 64 deg. 42 min. 03 sec. East 1,167.97 feet from N.C.G.S. Monument "AGONA" having N.C. Grid coordinates of N = 244191.203 meters and E = 909556.663 meters; thence proceeding from the point and place of beginning along the Southern margin of the 30 foot right-of-way of Fernando Street North 51 deg. 41 min. 51 sec. East 53 feet to an iron pipe; thence proceeding South 38 deg. 18 min. 09 sec. East 256.99 feet to an iron pipe; thence cornering South 51 deg. 41 min. 51 sec. West 610.52 feet to an iron pipe situated in the 36 foot right-of-way of Uppowoc Street; thence cornering along the arc of a curve to the left having a radius of 2246.00, the chord being North 34 deg. 50 min. 19 sec. West 57.10 feet to an iron pipe; thence cornering North 51 deg. 41 min. 51 sec. East 554.07 feet to an iron pipe; thence cornering North 38 deg. 18 min. 09 sec. West 199.99 feet to the point and place of beginning, the same being that parcel captioned "Ingress/Egress Easement hereby dedicated to Public Use" on that survey captioned "Easement Dedication Plat for Marshes Light, LLC" prepared by Seaboard Surveying & Planning, Inc. dated October 18, 2005, revised October 25, 2005 to which reference is made for a more particular description.

Parcel 2 Boardwalk Easement

BEGINNING at a point located in the Southern margin of the 30 foot right-of-way of Fernando Street, said point of beginning being located North 61 deg. 46 min. 37 sec. East 1,501.62 feet from N.C.G.S. Monument "AGONA" having N.C. Grid coordinates of N = 244191.203 meters and E = 909556.663 meters; thence proceeding from the point and place of beginning North 51 deg. 41 min. 51 sec. East a distance of approximately 30.01 feet to a point; thence South 34 deg. 29 min. 56 sec. East 4.20 feet to a bulkhead located on the Western edge of Shallowbag Bay; thence the following courses and distances along an existing wood bulkhead: South 32 deg. 38 min. 35 sec. East 62.06 feet, North 70 deg. 51 min. 56 sec. East 56.91 feet, North 75 deg. 07 min. 35 sec. East 51.55 feet, South 08 deg. 45 min. 48 sec. East 245.72 feet, South 27 deg. 04 min. 22 sec. West 154.75 feet, South 76 deg. 55 min. 44 sec. West 35.41 feet, South 31 deg. 53 min. 34 sec. West 81.55 feet and South 66 deg. 50 min. 22 sec. West 22.59 feet; thence the following courses and distances along a bulkhead at the Western edge of the shoreline of Shallowbag Bay: South 18 deg. 51 min. 12 sec. East 60.46 feet, South 26 deg. 29 min. 59 sec. East 49.35 feet and South 17 deg. 50 min. 28 sec. East 41.46 feet; thence the following courses and distances along an existing concrete bulkhead situated in the edge of Shallowbag Bay: North 79 deg. 59 min. 33 sec. East 27.10 feet, South 13 deg. 10 min. 18 sec. East 35.26 feet, South 02 deg. 53 min. 55 sec. East 53.61 feet, South 10 deg. 38 min. 58 sec. West 11.83 feet, South 18 deg. 10 min. 41 sec. West 11.33 feet, South 30 deg. 41 min. 04 sec. West 11.59 feet, South 39 deg. 17 min. 57 sec. West 11.30 feet, South 52 deg. 55 min. 09 sec. West 267.85 feet, North 29 deg. 26 min. 11 sec. West 14.35 feet, South 60 deg. 26 min. 20 sec. West 140.96 feet and South 26 deg. 54 min. 27 sec. East 184.68 feet; thence proceeding from the existing concrete bulkhead South 63 deg. 05 min. 33 sec. West 30 feet to the point; thence cornering North 26 deg. 54



min. 27 sec. West 184.68 feet to a point; thence along an arc with a curve to the right with a radius of 30.00, the chord being South 16 deg. 45 min. 57 sec. West 41.43 feet; thence North 60 deg. 26 min. 20 sec. East 140.96 feet; thence along the arc of a curve to the right having a radius of 30.00 and a chord South 85 deg. 48 min. 50 sec. West 25.71 feet; thence North 52 deg. 55 min. 09 sec. East 236.85 feet to a point; thence North 39 deg. 17 min. 57 sec. East 5.46 feet to a point; thence North 30 deg. 41 min. 04 sec. East 6.05 feet to a point; thence North 18 deg. 10 min. 41 sec. East 6.07 feet to a point; thence North 10 deg. 38 min. 58 sec. East 6.30 feet; thence North 02 deg. 53 min. 55 sec. West 47.35 feet to a point; thence North 13 deg. 10 min. 18 sec. West 4.20 feet to a point; thence following the arc of a curve to the left having a radius of 30.00 and chord of South 57 deg. 41 min. 34 sec. East 38.45 feet; thence North 17 deg. 50 min. 28 sec. West 39.19 feet; thence North 26 deg. 29 min. 59 sec. West 49.08 feet; thence North 18 deg. 51 min. 12 sec. West 62.46 feet; thence following the arc of a curve to the right having a radius of 30.00, the chord being South 23 deg. 59 min. 35 sec. West 40.80 feet; thence North 66 deg. 15 min. 22 sec. East 13.14 feet to a point; thence North 31 deg. 53 min. 34 sec. East 72.10 feet to a point; thence along the arc of a curve to the right having a radius of 30.00 and a chord of South 54 deg. 24 min. 39 sec. West 22.98 feet; thence North 76 deg. 55 min. 44 sec. East 21.46 feet to a point; thence North 27 deg. 04 min. 22 sec. East 131.11 feet to a point; thence North 08 deg. 45 min. 48 sec. West 202.63 feet to a point; thence South 75 deg. 07 min. 35 sec. West 17.06 feet to a point; thence South 70 deg. 51 min. 56 sec. West 55.79 feet to a point; thence following the arc of a curve to the right having a radius of 30.00 and chord of South 70 deg. 53 min. 20 sec. East 37.14 feet to a point; thence North 32 deg. 38 min. 35 sec. West 63.30 feet to the point and place of beginning, the same being that parcel designated as "30' Pedestrian Easement hereby Dedicated Public Use" on that survey captioned "Easement Dedication Plat for Marshes Light, LLC" prepared by Seaboard Surveying & Planning, Inc. dated October 18, 2005, revised October 25, 2005 to which reference is made for a more particular description; together with there is conveyed a pedestrian access by ingress, egress and regress over those docks which are attached to that boardwalk constructed within the above described Boardwalk Easement.

