

Tax Parcel No.:  
[INSERT TAX PARCEL #]

Prepared by/Return to:  
State of Delaware  
Department of Natural Resources and Environmental Control  
Division of Watershed Stewardship  
Attn: Joshua Lippert  
285 Beiser Blvd., Suite 102  
Dover, Delaware 19904

**PERPETUAL BEACH STORM DAMAGE REDUCTION  
EASEMENT AGREEMENT**

THIS PERPETUAL BEACH STORM DAMAGE REDUCTION EASEMENT AGREEMENT (this “Agreement”) is made effective as of the latest date of a signature by any Party hereto (the “Effective Date”), by and between [GRANTOR] (“Grantor”), and State of Delaware, Department of Natural Resources and Environmental Control (“Grantee”) (each a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Grantor is the owner of that certain parcel of land known as [Sussex][Kent] County, Delaware Tax Parcel No. [PARCEL #] (the “Grantor Property”);

WHEREAS, Grantee has authority within the government of the State of Delaware to enhance, preserve and protect beaches, pursuant to, among other authorities, *7 Del. C. Ch. 68*;

WHEREAS, Grantee recognizes that a portion of the Grantor Property containing a dune and/or beach adjacent to the Delaware Bay is subject to constant erosion and degradation, thereby destroying a valuable natural resource and threatening the safety and property of Grantor and all of the citizens of the State of Delaware;

WHEREAS, Grantee currently intends to participate with the United States Army Corps of Engineers (“USACE”) to advance the Delaware River Dredged Material Utilization (DMU) Project, also known as the Bay Beach Nourishment Project (the “Project”), which shall nourish certain portions of the Delaware coastline along the Delaware Bay to ameliorate and/or reduce further property degradation and erosion, provided that conveyance to be made pursuant to this Agreement is not contingent upon any specific funding, work, or construction activity ever being commenced or completed, including without limitation any beach nourishment or sand placement activities;

WHEREAS, if completed, the Project will aim to provide increased protection against damage from coastal storms and an enhanced recreational beach;

WHEREAS, in order to pursue the Project and potentially future beach nourishment projects conducted by Grantee, Grantee requires a perpetual storm damage reduction easement on portions of the Grantor Property herein described;

WHEREAS, USACE will not participate in the Project unless Grantee acquires the real property interest herein and real property interests in all real property needed for the Project;

WHEREAS, Grantor desires to cooperate in allowing the Project to take place on a portion of the Grantor Property;

WHEREAS, Grantor acknowledges that it will benefit from the successful implementation of the Project;

WHEREAS, Grantor acknowledges that after successful implementation of the Project, the beach and dune on the Grantor Property are still subject to the forces of nature, which can result in both erosion and accretion of the beach and dune;

WHEREAS, Grantor is willing to grant perpetual easements in favor of Grantee to enable Grantee to pursue the Project and potentially other future beach nourishment projects conducted by Grantee;

WHEREAS, except to the extent that any existing easements or other agreements provide rights to the Easement Area to Grantee which are inconsistent with or conflict with this Agreement, in which case this Agreement shall supersede such existing agreements in all respects, the conveyance made by this Agreement supplements and adds to, and in no way supersedes or abrogates, any easement or other conveyance held by and for the benefit of any governmental entity, including without limitation, Grantee; and

WHEREAS, by this Agreement, Grantor and Grantee intend to clarify and confirm the terms of certain easements to benefit the Project or potential future beach nourishment projects conducted by Grantee, as described herein.

NOW, THEREFORE, in consideration of the benefits of the Project to be received by Grantor from the successful implementation of the Project, [and for the sum of \$[ ]]<sup>1</sup>, as well as the mutual covenants and conditions set forth below, Grantor and Grantee agree as follows:

1. GRANT OF PERPETUAL EASEMENTS.

**SLAUGHTER & BOWERS:**

Grantor hereby grants to Grantee a perpetual and assignable easement and right-of-way in, on, over, under, and across the area shown on Exhibit A attached hereto (the "Easement Area") (USACE Tract Number [ ]) for use by Grantee, its representatives,

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<sup>1</sup> To be included only for easements that receive consideration. To be deleted for donated easements.

agents, contractors, and assigns, to construct, preserve, patrol, operate, maintain, repair, rehabilitate and replace a public beach, a dune system and other erosion control and storm damage reduction measures, together with appurtenances thereto, including the right to deposit sand, to accomplish any alterations of contours on said land, to construct berms and dunes, to nourish and renourish periodically, to move, store and remove equipment and supplies, to erect and remove temporary structures, and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Easement Area, together with the right of public use and access, to plant vegetation on said dunes and berms, to erect, maintain and remove silt screens and sand fences, to facilitate preservation of dunes and vegetation through the limitation of access to dune areas, to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement. Grantor and Grantor's successors and assigns shall reserve, however, the right to construct dune overwalk structures in accordance with 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, and that prior approval of the plans and specifications for such structures is obtained from Grantee, and provided further that such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation and replacement of the Project, and further reserving to Grantor and its successors and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines. To the extent that any existing easements or other agreements provide rights to the Easement Area to Grantee which are inconsistent with or conflict with this Agreement, this Agreement shall supersede such existing agreements in all respects.

**PICKERING & KITTS:**

Grantor hereby grants to Grantee a perpetual and assignable easement and right-of-way in, on, over, under and across the area shown on Exhibit A attached hereto (USACE Tract Number [ ] ) for use by Grantee, its representatives, agents, contractors, and assigns, to construct, preserve, patrol, operate, maintain, repair, rehabilitate and replace a public beach and berm and other erosion control and storm damage reduction measures, together with appurtenances thereto, including the right to deposit sand, to accomplish any alterations of contours on said land, to construct berms, to nourish and renourish periodically, to move, store and remove equipment and supplies, to erect and remove temporary structures, and to perform any other work necessary and incident to the construction, periodic renourishment and maintenance of the Easement Area, together with the right of public use and access; to trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures and obstacles within the limits of the easement. Grantor and Grantor's successors and assigns shall reserve, however, all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject however to existing easements for public roads and highways, public utilities, railroads and pipelines. To the extent that any existing easements or other agreements provide rights to the Easement Area to Grantee which are inconsistent with or conflict with this Agreement, this Agreement shall supersede such existing agreements in all respects.

2. DURATION OF EASEMENTS; BINDS SUCCESSORS AND ASSIGNS.

The easements granted by this Agreement shall be in perpetuity, and in the event that Grantee shall become merged with any other geo-political entity or entities, the easements granted hereby shall run in favor of such surviving entities. The covenants, terms, conditions and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Grantor Property.

3. NO GUARANTEE OF PROJECT COMPLETION AND/OR ONGOING OR RECURRING BEACH REPLENISHMENT.

Grantor hereby acknowledges that while Grantee currently intends to maintain, preserve, protect, and periodically nourish some or all of the State's Delaware Bay beaches, including pursuant to the Project, this conveyance is not contingent upon any specific funding, work, or construction activity ever being commenced or completed, including without limitation any beach nourishment or sand placement activities and is not an obligation on the part of Grantee to complete the Project and/or undertake any future beach nourishment and/or replenishment projects. Grantee retains all powers and discretion to determine and revise funding priorities, project timing, and public policy concerning beach protection, nourishment, and coastal oversight, at any time, and from time to time. Nothing herein shall be construed as a guarantee that nourishment activities will occur on any particular property or shoreline area, and any such activities undertaken by the Grantee shall remain subject to applicable shoreline public access requirements and other Grantee and federal eligibility criteria associated with the use of public funding.

4. GRANTOR REPRESENTATION.

Grantor hereby represents and warrants that there are no other easements or restrictive covenants affecting the Easement Area which supersede, limit or interfere with Grantee's exercise of the rights granted and conveyed herein, or Grantee's enforcement of the limitations and encumbrances granted and conveyed herein.

5. COMPLIANCE WITH LAWS.

Grantor hereby acknowledges that entry by Grantee into this Agreement does not exempt Grantor from complying with all laws, ordinances and regulations of any governmental entity, including without limitation the State of Delaware, the county in which the Grantor Property is located, and the United States.

6. HOLD HARMLESS.

Each Party and its successors and assigns shall be solely responsible for any and all injury, loss or damage suffered by its respective employees, agents, contractors, subcontractors, nominees, successors, assigns, and licensees whether personal injury or damage to their property or equipment placed on or utilized within the Easement Area, except such loss or damage that results from the intentional conduct or negligence of the other Party or its successors and assigns.

7. NO INTERFERENCE.

No person shall erect, cause, or permit any structure or any other thing upon, over, under or across the easements granted herein to hinder,

restrict, endanger, or inhibit the use and enjoyment of any right, privilege, authority or easements provided herein.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties relating the subject matter hereof.

9. AMENDMENT. No term, provision or condition of this Agreement shall be altered or amended, nor any term, provision or condition added to this Agreement without the written consent of the Parties.

10. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware.

11. SEVERABILITY. If any portion of this Agreement shall be held invalid or unenforceable, the validity of the remaining portion shall be unaffected, and this Agreement shall remain in full force and effect as if it had been executed with the invalid portion omitted.

12. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the Grantee has set its Hand and Seal, and made this Agreement effective, as of the Effective Date.

**STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL**

By: \_\_\_\_\_

Name: Gregory B. Patterson

Title: Secretary

Date: \_\_\_\_\_

STATE OF DELAWARE                    )  
  )SS.  
COUNTY OF \_\_\_\_\_            )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2026, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, **GREGORY B. PATTERSON, Secretary of the Delaware Department of Natural Resources and Environmental Control**, party to this Instrument, known to me personally or proven to be such, and acknowledged this Instrument to be his act and deed and the act and deed of said Department.

GIVEN under my Hand and Seal of office the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC



**NOTARY BLOCK FOR INDIVIDUALS:**

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2026, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, \_\_\_\_\_, party to this Instrument, known to me personally or proven to be such individual, and acknowledged this Instrument to be his or her act and deed.

GIVEN under my Hand and Seal of office the day and year aforesaid.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

Map Depicting Easement Area