



February 28, 2017

Dear Property Owner,

As you are aware the Town of Kitty Hawk will be commencing the Beach Nourishment project beginning mid-June 2017.

The contractor, Great Lakes Dredge and Dock Company, LLC has requested hold harmless agreements that will allow the placement of sand up to the walkovers, stairs or pilings on your property. Without a signed hold harmless agreement, the contractor typically stays between 10 and 15 feet away from the structures, leaving an incline for residents and visitors to climb up to access the beach. As the sand dries, it will naturally spread and lower the incline but this process will take several months to accomplish and may still leave a slight incline.

As a courtesy and to provide a more finished looking project, the Town, is encouraging the property owners to sign the hold harmless agreement for the ease and convenience of accessing the beach once nourishment construction is complete. This is a completely voluntary agreement.

Please forward signed agreements in the enclosed, addressed, stamped envelope before the project begins. Feel free to contact our office at 252-261-3552 if you have any questions or concerns.

Sincerely,

Paul A. Stewart  
Town Manager, Town of Kitty Hawk

**Beach Restoration**  
Hold Harmless Agreement  
Great Lakes Dredge and Dock Company, LLC  
(Town of Kitty Hawk)

In consideration of the placement of fill material onto the property of the undersigned owner (“Owner”), and the Work described below, the undersigned Owner agrees to release, hold harmless, discharge, defend and indemnify Great Lakes Dredge and Dock Company, LLC (“GLDD”), Coastal Planning and Engineering of North Carolina (“CB&I”), and the Town of Kitty Hawk (the “Town”), and all of their collective elected officials, officers, agents, insurers, consultants, employees and any other persons, firms and corporations, whether herein referred to or not (collectively “the Released”) against any and all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of GLDD, their client, agent, consultants, employees, subcontractors, etc., in the execution of the Work described below or in consequence of any negligence or carelessness in guarding the same, and Owner further agrees to assume any related cost.

The Work is described as the act of placing fill material (sand) up to the pilings and/or overwalks or beach access of the Owner’s dwelling located seaward of the dune. Fill will be mechanically placed by use of construction equipment referenced as an excavator, dozer, dump truck, hand rakes and any other equipment deemed necessary by GLDD.

In making and executing this Agreement, the undersigned covenants, declares and represents that the undersigned has relied wholly upon their own judgment, belief and knowledge of the nature, extent and duration of said claims, and that they have not been influenced to any extent whatever in making this Agreement by any representations or statements regarding said claims, or regarding any other matters, made by the Released, or by any person or persons representing them. The undersigned also hereby acknowledges their right to confer with counsel concerning this Agreement. The undersigned covenants that they are of majority age and are not under any legal disability. The provisions of this Agreement shall be binding upon the heirs, successors, personal representatives and assigns of the parties hereto.

Name of Property Owner: \_\_\_\_\_

Property Address: \_\_\_\_\_

By: \_\_\_\_\_  
Owner/Authorized Representative

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

Please return completed Hold Harmless Agreement to: Melody Clopton, Management Assistant, Town of Kitty Hawk, 101 Veterans Memorial, Drive, Kitty Hawk, NC 27949.