

Instrument Prepared By: Cauley Pridgen, P.A. (FPR)
Brief Description for Index: Swansgate Subdivision
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114 Old Bridge Street
Jacksonville, NC 28540

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

EASEMENT AGREEMENT
FOR OPERATION AND MAINTENANCE OF
STORMWATER DRAINAGE FACILITIES

THIS EASEMENT AGREEMENT is made and executed this ____ day of _____, 2025, by the Town of Swansboro, a N.C. municipal corporation, with a mailing address of 601 West Corbett Avenue, Swansboro, NC 28584 (the “Town”) and the Swansgate Homeowners’ Association, Inc., a non-profit corporation of the State of North Carolina, with its principal office located at 100 Carolina Plantations Boulevard, Jacksonville, N.C. (the “HOA”)(collectively, the “Parties”).

RECITALS AND BACKGROUND STATEMENT

Swansgate is a residential cluster development comprised of 37 residential lots with associated common amenities and facilities located on Main Street Extension in the Town of Swansboro. As shown and described in that plat of the Swansgate subdivision (recorded in Map Book 79, Page 98A of the Onslow County Registry) a 4.49 acre parcel or area within the subdivision has been dedicated as permanent open space to the Town of Swansboro (“open space area”). The open space area consists primarily of wetlands; serves to manage and mitigate stormwater runoff from the Swansgate development; is an integral part of the Swansgate stormwater drainage system; and is a condition of the required NCDEQ Stormwater Permit for the Swansgate development. As provided by that “Declaration of Covenants, Conditions and Restrictions of Swansgate”, (“Declaration of Covenants”) dated December 17, 2020, and recorded in Deed Book 5340, Page 760, Onslow County Registry, as amended, and applicable provisions of Chapter 47F of the General Statutes, the Swansgate HOA is vested with authority and responsibility for administering the Swansgate community and its associated common amenities and facilities. As a pre-condition for final regulatory approval by the DEQ of stormwater drainage systems and facilities, expressly

including the open space area (collectively, “the stormwater facilities”) authority, control, and responsibility for the stormwater facilities must be permanently vested in the Swansgate HOA. The Town is willing to grant an easement to the Swansgate HOA in accord with the NCDEQ requirements, and the Swansgate HOA is willing to accept such easement, and the rights, privileges, conditions and obligations arising thereunder.

NOW, THEREFORE, in consideration of the Recitals and Background Statement, which are incorporated fully into this Easement Agreement, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Conveyance of Easement. . The Town of Swansboro hereby conveys to the Swansgate Homeowners’ Association, Inc. a permanent easement (the “Easement”) in and upon the lands comprising the herein described 4.49-acre open space area (“Easement Area”) for stormwater drainage purposes as more particularly enumerated herein.
2. Easement Purposes. The Easement is for the following purposes:
 - a. Acceptance and accommodation of stormwater runoff from properties in the Swansgate community, thereby mitigating potential adverse effects from rainfall events. Accordingly, the HOA hereby recognizes and acknowledges the benefits to the Swansgate community of the Easement.
 - b. Conveyance to and acceptance by the HOA of sufficient real property ownership interest in the Easement Area, and improvements outside the Easement Area comprising the associated stormwater system, to maintain, repair, operate, and manage the stormwater system serving the Swansgate community in full and continuous compliance with the Stormwater Permit referenced hereinbelow.
3. Prohibited Uses and Activities. As an undeveloped wetland and open space area, there shall be no depositing of trash, spoil, or debris, disturbance of soils, grading, paving, removal of trees and vegetation, construction of buildings and other structures, or other alterations to the natural and undisturbed character of the area, except as may be necessary for the installation, maintenance, and repair of stormwater drainage facilities in accordance with applicable federal, state, and local regulations.
4. Obligations of the HOA. In consideration of accepting the grant of this Easement by the Town, the HOA shall have the sole responsibility for maintaining and managing the Easement Area, and other areas and facilities over which the HOA has responsibility, in full conformance with the requirements of the Swansgate stormwater permit issued by the NCDEQ #SW8190210 as amended June 20, 2024, as well as any other applicable regulatory standards, including provisions of Article XIII, *Stormwater Regulation* of the Declaration of Swansgate Covenants, Conditions and Restrictions (referenced in the Recitals), incorporated fully herein by reference. To this end, the HOA hereby agrees to employ all the authority, powers, and remedies of the HOA (as set forth in the referenced Declaration of Covenants) in meeting its responsibilities and obligations in these respects.
5. Non-Assignment. This Easement may not be assigned without the express written consent of the Town.

TO HAVE AND TO HOLD the aforesaid Easement, and the benefits, rights, privileges, obligations and restrictions set forth herein, unto the HOA, its successors and assigns, in perpetuity.

The Grantors hereby, for themselves, their heirs, successors, and assigns, hereby warrant and covenant that they are the owners of the property described in Exhibit 1; that they have the right to grant these easements; that the same are free from encumbrances except as may be hereinafter stated; and that they will warrant and defend the title to the same against lawful claims of all persons whomsoever.

IN WITNESSS WHEREOF the Town of Swansboro has duly executed the foregoing in the name of the Town, by the signature of the Mayor, attested by the Town Clerk, and the HOA has executed in the name of the Association by its duly authorized officer(s), the day and year first above written.

THE TOWN OF SWANSBORO

BY: _____
Mayor

ATTEST:

AFFIX OFFICIAL SEAL

BY: _____
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

This is to certify that on the _____ day of _____, 2025 before me personally came Alissa Fender, with whom I am personally acquainted who, being duly sworn, says that she is the Town Clerk and William Justice is the Mayor of the Town of Swansboro, that she knows the corporate seal of the municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal, and the name of the municipal corporation was subscribed thereto by the Mayor, attested by the Town Clerk with the corporate seal affixed, and that the instrument is the act and deed of the municipal corporation.

WITNESS my hand and official seal this ____ day of _____, 20____.

(SEAL)

Notary Public

My Commission Expires: _____

THE SWANSGATE HOMEOWNERS' ASSOCIATION, INC.

BY: _____

(President)

STATE OF NORTH CAROLINA

COUNTY OF ONSLOW

CORPORATE
ACKNOWLEDGEMENT

This is to certify that on the ____ day of _____, 20____, before me personally came _____, with whom I am personally acquainted, who, being be me duly sworn, says that (s) he is the president of Swansgate Homeowners Association, Inc., the corporation and principal named in the foregoing and attached instrument; that the name of the corporation was subscribed thereto by the said president, all by order of the Board of Directors of said corporation, and that the instrument is the act and deed of said corporation.

Witness my hand and official seal this the ____ day of _____, 20____.

(SEAL)

Notary Public

My Commission Expires:_____

EXHIBIT 1

All right, title, and interest in and to the Open Space containing 4.49 acres, as shown on that plat entitled "Final Plat Swansgate, a Residential Cluster Development" prepared by Bell and Phillips, dated 10/15/2020, and recorded in Map Book 79, Page 98, Onslow County Registry.