

Prepared by: Duke Energy Progress, LLC
Return to: Duke Energy Progress, LLC
Attn: Drew Kirkpatrick
103 Executive Parkway
New Bern, North Carolina 28562

Parcel # 040844

EASEMENT

State of North Carolina
County of Onslow

THIS EASEMENT ("Easement") is made this ____ day of ____ 20____, from **TOWN OF SWANSBORO**, a North Carolina a body politic and corporate of the State of North Carolina and **ONSLOW WATER AND SEWER AUTHORITY**, a North Carolina water and sewer authority created and existing under Article 1 of Chapter 162A of the NC General Statutes ("ONWASA"), which is executing for Release and Consent purposes only ("Grantor", whether one or more), to **DUKE ENERGY PROGRESS, LLC**, a North Carolina limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities").

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book 555, Page 111**, Onslow County Register of Deeds, and also in that instrument recorded in **Deed Book 1612, Page 450**, also shown as **Tract 2B**, on a survey entitled "**Lot Recombination for Waters Enterprises and Town of Swansboro**", as recorded in **Map Book 39, Page 43, Onslow County Register of Deeds** ("Property").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on

all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
10. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this _____ day of _____, 20_____.

TOWN OF SWANSBORO
a North Carolina a body politic and corporate of the state of x

(SEAL)

Jonathan Barlow, Town Manager

Attest:

Alissa Fender, Town Clerk

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that Name of Signer personally appeared before me this day and acknowledged that he/she is Title2 of TOWN OF SWANSBORO, a North Carolina a body politic and corporate of the state of x, and that by authority duly given and as the act of said a body politic and corporate of the state of North Carolina, the foregoing EASEMENT was signed in its name by its Title, sealed with its official seal, and attested by herself/himself as its Title2.

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

Notary Public: _____

Commission expires: _____

(Notary Seal)

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this _____ day of _____, 20_____.

ONSLOW WATER AND SEWER AUTHORITY
a North Carolina water and sewer authority

(SEAL)

Royce Bennett, Chairman

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that Royce Bennett, as Chairman of **ONSLOW WATER AND SEWER AUTHORITY** personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

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

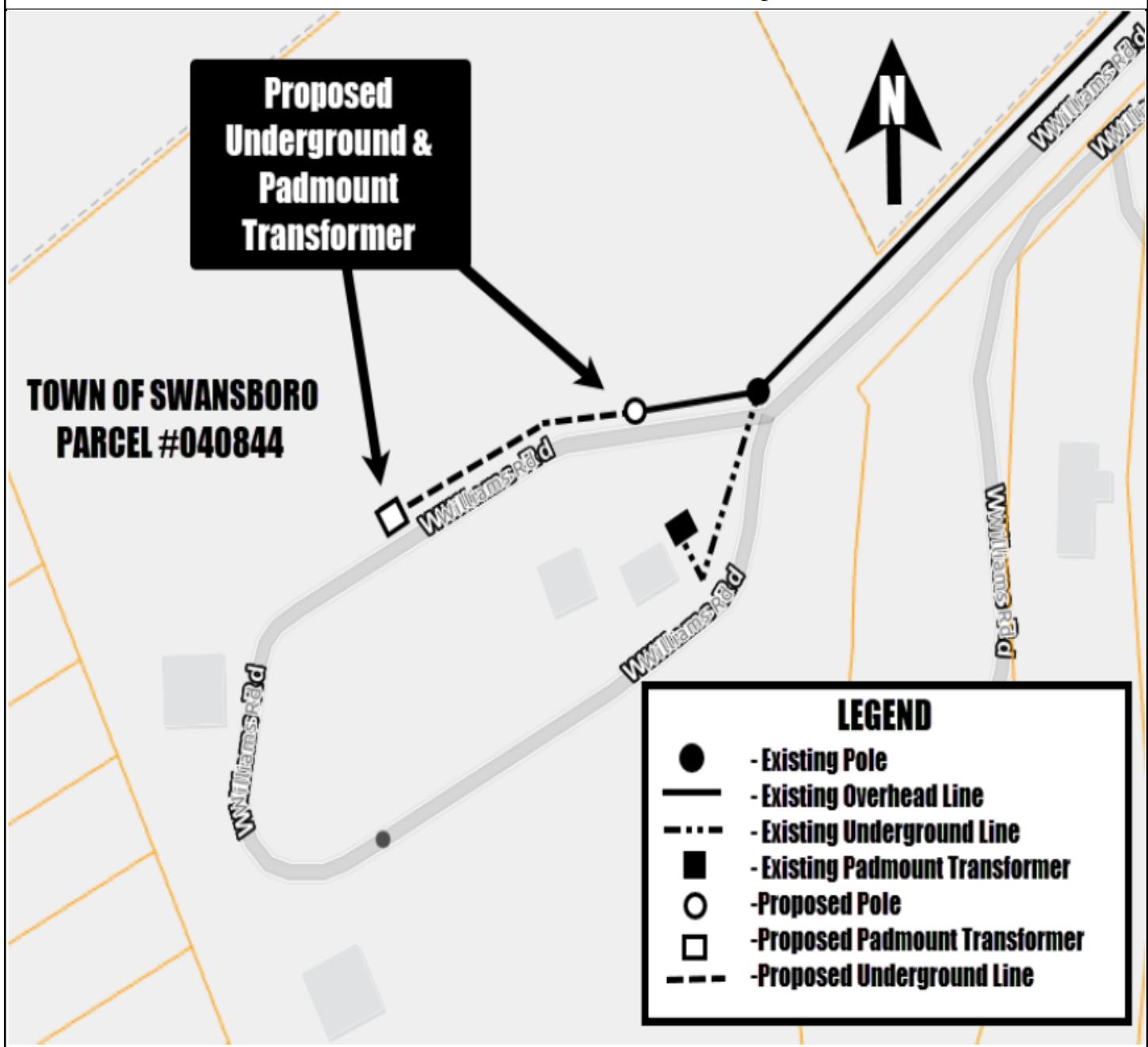


Notary Public: _____

Commission expires: _____

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

Duke Energy

PROJECT NAME:

WILLIAMS ROAD -TOWN OF SWANSBORO PUMPING STATION

	PROPERTY OWNER: TOWN OF SWANSBORO	DATE: 1/12/2026
	SITE ADDRESS: 199 WILLIAMS ROAD, SWANSBORO, NC ONSLOW COUNTY, NORTH CAROLINA	WO# 58847529
	EASEMENT DESCRIPTION: Overhead facilities 30' wide (15' each side of centerline) Underground facilities 20' wide (10' each side of centerline)	SITE # 107765
		DR. BY SK LU # CK. BY JB