

2



Doc ID: 015292910002 Type: CRP
Recorded: 05/07/2021 at 10:18:52 AM
Fee Amt: \$26.00 Page 1 of 2
Revenue Tax: \$0.00
Onslow County, NC
Omega K. Jarman Reg. of Deeds

BK 5456 PG 168-169

RIGHT-OF-WAY EASEMENT

Excise Tax Paid \$0

NORTH CAROLINA
Onslow County

KNOW ALL MEN BY THESE PRESENTS, that the undersigned **Atlantic Ocean Properties, LLC**, and their successors and assigns (hereinafter referred to as Grantor) FOR AND IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, do hereby grant unto Jones-Onslow Electric Membership Corporation, incorporated, a corporation organized and existing under and by virtue of the laws of North Carolina and having its principal office in the City of Jacksonville, North Carolina, and to its successors, or assigns (hereinafter referred to as Grantee), the right, privilege, right-of-way and easement (herein after sometimes referred to as the Easement) to enter upon the lands of the Grantor, described as follows:

Lying, being and situated in **Stump Sound** Township of **Onslow** County, State of North Carolina, and being all the land as identified by that certain Deed which is recorded in **Deed Book 2326 Page 401-402** at the **Onslow** County Registry, which said deed is incorporated herein by reference as if fully set forth,

to place, construct, operate, repair, maintain, relocate, and replace thereon and in and upon all streets, roads, or highways abutting said lands an electric transmission and/or distribution line or system that shall include but not be limited to poles; above ground, overhead and/or underground wires, cables and conduits; and other overhead, above ground, and/or underground pertinent facilities for the purpose of transmitting electricity, with the right to do all things necessary or convenient thereto within an easement area twenty (20) feet wide for the placement, construction, operation, repair, maintenance, relocation and replacement of any and all conduits, wires, cables and other pertinent facilities that are and/or will in the future be placed and constructed underground [the said easement area being located and defined as a strip of land twenty (20) feet wide and extending ten (10) feet on each side of the centerline of the said underground conduits, wires, cables and other pertinent facilities]; an easement area thirty (30) feet wide for the placement, construction, operation, repair, maintenance, relocation and replacement of any and all poles, cables, wires and other pertinent facilities that are and/or will in the future be placed and constructed above ground and/or overhead [the said easement area being located and defined as a strip of land thirty (30) feet wide and extending fifteen (15) feet on each side of the centerline of the said aboveground and/or overhead poles, cables, wires and other pertinent facilities]; and an easement area for the placement, construction, operation, repair, maintenance, relocation and replacement of any free standing above ground enclosures, transformer boxes and/or cabinets that are and/or will in the future be placed and constructed that is defined and located as being a parcel of land that encompasses the footprint of said above ground enclosure, transformer box and/or cabinet and extending therefrom a distance of ten (10) feet on all sides of the said footprint. The rights, privileges, rights-of-ways and easements conveyed hereby shall further include but shall not be limited to the following rights: (a) to permit the attachment of wires, cables, and conduits to the facilities of any other company or person; (b) to enter said easement areas at all times over the adjacent land to place, construct, operate, repair, maintain, relocate and replace said facilities; (c) to keep clear of and to cut and trim all trees, shrubbery and undergrowth within the easement areas and to cut down any tree beyond the easement areas which may, in the opinion of the Grantee, endanger the Grantee's facilities as described herein or hinder maintenance, operation, and use of same; and (d) that the Grantor will not construct or erect any structure (other than ordinary fencing) or perform any excavation at a depth greater than six (6) inches within the easement areas, except upon prior agreement thereto by the Grantor in writing, and further with respect to excavation, in a manner as required by N.C.G.S. Chapter 87, Article 8, Underground Damage Prevention. It is agreed and understood that a portion of said line or system may be constructed immediately, and that other portions may be constructed in the future as need for electric service develops.

It is understood and agreed that the Easement herein granted is for any and all facilities as defined above to be placed, constructed, operated, repaired, maintained, relocated and replaced at any point where needed on the above-described land of Grantor and/or where needed to serve lands adjoining that of the Grantor.

The Grantor covenants that he/she or it, as the case may be, is the owner of the above described lands and that the said lands are free and clear of encumbrance and liens of whatever character except those held by the following persons:

Atlantic Ocean Properties LLC
2000 New Inlet Rd Unit 1004
N Topsail Beach NC 28460
Tel 9104676473

IN WITNESS WHEREOF, the Grantor has set his hand and seal this 1 day of 28, 2021

Grantor

[Signature] (SEAL)
FOR ATLANTIC OCEAN PROPERTIES LLC.
Printed Name

[Signature] (SEAL)
DEREK J. KING.
Printed Name

Witness [Signature]

JOEMC Representative Kenneth R. Barber

NC. State
Onslow County

I, Shannon F. Lee, a Notary Public for said County and State, do hereby certify that
Derek J. King, personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official Seal this the 28th day of Jan, 2021

[Signature]
Notary Public

SHANNON F LEE
Notary Public
Craven Co., North Carolina
My Commission Expires Aug. 27, 2024

My Commission Expires 8/27/2024

Printed Name Shannon F. Lee