

INFORMATION SHEET

PRESIDING: Commissioner Hughes, Presiding; Chair Mitchell; and Commissioners Brown-Bland, Clodfelter, Duffley, McKissick, and Kemerait

PLACE: Dobbs Building, Raleigh North Carolina

DATE: Friday, November 4, 2022

TIME: 9:01 p.m. – 4:56 p.m.

DOCKET NOS.: W-354, Sub 398

COMPANY: Carolina Water Service

DESCRIPTION: Carolina Water Service, Inc. of North Carolina, 5821 Fairview Road, Suite 401, Charlotte, North Carolina 28209, for Determination of Fair Value of Utility Assets Pursuant to N.C. Gen. Stat. 62-133.1A and Establishing Rate Base for Acquisition of the Carteret County Water System

VOLUME NUMBER: 4

APPEARANCES

(See attached)

WITNESSES

(See attached)

EXHIBITS

*Attachment Includes CWSNC Exhibit 6A, 6B, and Revised Exhibits 7a, b, c, and d

REPORTED BY: Joann Bunze

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DATE: Friday, November 4, 2022

DOCKET NO.: W-354, Sub 398

TIME: 2:01 p.m. - 4:56 p.m.

BEFORE: Commissioner Jeffrey A. Hughes, Presiding

Chair Charlotte A. Mitchell

Commissioner ToNola D. Brown-Bland

Commissioner Daniel G. Clodfelter

Commissioner Kimberly W. Duffley

Commissioner Floyd B. McKissick, Jr.

Commissioner Karen M. Kemerait

IN THE MATTER OF:

Carolina Water Service, Inc. of North Carolina,

5821 Fairview Road, Suite 401,

Charlotte, North Carolina 28209,

for Determination of Fair Value of Utility Assets

Pursuant to N.C. Gen. Stat. §62-133.1A and

Establishing Rate Base for Acquisition of the

Carteret County Water System

Volume 4

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**NORTH CAROLINA UTILITIES COMMISSION
APPEARANCE SLIP**

DATE: 10-18-22 DOCKET NO.: W-354, Subs 398 & 399
ATTORNEY NAME and TITLE: Jo Anne Sanford

FIRM NAME: Sanford Law Office
ADDRESS: 721 Bloodworth Street
CITY: Raleigh STATE: NC ZIP CODE: 27604

APPEARANCE ON BEHALF OF: WSNC

APPLICANT: ☒ COMPLAINANT: ☐ INTERVENOR: ☐
PROTESTANT: ☐ RESPONDENT: ☐ DEFENDANT: ☐

Non-confidential transcripts are located on the Commission's website. To view and/or print transcripts, go to <https://www.ncuc.net/>, hover over the Dockets tab, select Docket Search, enter the docket number, and click search, select the highlighted docket number and select Documents for a list of all documents filed.

ONLY fill out this portion if you have signed an NDA to receive **CONFIDENTIAL** transcripts and/or exhibits:

☒ Yes, I have signed the Confidentiality Agreement.

Email: sanford@sanfordlawoffice.com

SIGNATURE: /s/ Jo Anne Sanford

(Signature Required for distribution of **CONFIDENTIAL** information)

NORTH CAROLINA UTILITIES COMMISSION

APPEARANCE SLIP

DATE: 11-3-22 DOCKET NO.: W-354 sub 398

ATTORNEY NAME and TITLE: David Drooz

FIRM NAME: Fox Rothschild

ADDRESS: 434 Fayetteville St

CITY: Raleigh STATE: NC ZIP CODE: _____

APPEARANCE ON BEHALF OF: Carolina Water Service

APPLICANT: / COMPLAINANT: _____ INTERVENOR: _____

PROTESTANT: _____ RESPONDENT: _____ DEFENDANT: _____

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ONLY fill out this portion if you have signed an NDA to receive **CONFIDENTIAL** transcripts and/or exhibits:

☐ Yes, I have signed the Confidentiality Agreement.

Email: ddrooz@foxrothschild.com

SIGNATURE: David Drooz

(Signature Required for distribution of **CONFIDENTIAL** information)

NORTH CAROLINA UTILITIES COMMISSION

APPEARANCE SLIP

DATE: Nov. 3, 2022 DOCKET NO.: W-354, Sub 358
ATTORNEY NAME and TITLE: Claud Wheatly III

FIRM NAME: wheatly law group
ADDRESS: 710 Cedar St
CITY: Beaufort STATE: NC ZIP CODE: 28516

APPEARANCE ON BEHALF OF: Certified Counsel

APPLICANT: ___ COMPLAINANT: ___ INTERVENOR: ☒
PROTESTANT: ___ RESPONDENT: ___ DEFENDANT: ___

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ONLY fill out this portion if you have signed an NDA to receive **CONFIDENTIAL** transcripts and/or exhibits:

☐ Yes, I have signed the Confidentiality Agreement.

Email: rob(a)wheatlylaw.com

SIGNATURE: [Signature]

(Signature Required for distribution of **CONFIDENTIAL** information)

NORTH CAROLINA UTILITIES COMMISSION
PUBLIC STAFF - APPEARANCE SLIP

DATE: November 3, 2022

DOCKET #: W-354, Sub 398

PUBLIC STAFF ATTORNEYS: William E. H. Creech, William E. Grantmyre

TO REQUEST A **CONFIDENTIAL** TRANSCRIPT, PLEASE PROVIDE YOUR EMAIL ADDRESS BELOW:

ACCOUNTING _____
CONSUMER SERVICES _____
COMMUNICATIONS _____
ENERGY _____
ECONOMICS _____
LEGAL: zeke.creech@psncuc.nc.gov;
William.grantmyre@psncuc.nc.gov;
gina.holt@psncuc.nc.gov
TRANSPORTATION _____
WATER _____

Non-confidential transcripts are located on the Commission's website. To view and/or print, please access <https://ncuc.net>.

COUNSEL/MEMBER(s) REQUESTING A **CONFIDENTIAL** TRANSCRIPT WHO HAS SIGNED A CONFIDENTIALITY AGREEMENT WILL NEED TO SIGN BELOW.

/s/ Gina C. Holt

/s/ William E. Grantmyre

/s/ William E. H. Creech

/A

Carteret County Water System
Utility Asset Purchase Agreement

THIS UTILITY ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 18th day of October, 2021 (the "Effective Date"), by and between **CAROLINA WATER SERVICE, INC. OF NORTH CAROLINA**, a North Carolina corporation with an address of 500 West Monroe St., Suite 3600, Chicago, IL 60661 (the "Buyer"), and **Carteret County**, a North Carolina local government, with an address of 210 Turner Street, Beaufort NC, 28576 (the "Seller").

W I T N E S S E T H:

WHEREAS, Seller owns, maintains, and operates utility assets that consist generally of (2) wells used for water production, (3) booster pump stations, (3) elevated storage tanks (1) water treatment plant, and distribution facilities including water mains, valves, and service lines used to provide water service in the Service Area including any real property;

WHEREAS, Buyer is a public utility that furnishes retail water and wastewater services to the public in various portions of the State of North Carolina;

WHEREAS, Buyer desires to purchase, and Seller desires to sell, the Purchased Assets upon the terms and conditions set forth in this Agreement, and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations, warranties and agreements contained herein, the parties agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION SECTION

As used in this Agreement, the following terms shall have the meanings as defined herein unless the context requires otherwise:

"Assigned Permits" has the meaning set forth in Section 2.02(A)(6).

“Business” means the Utility System and the Purchased Assets.

“Business Day” means any day except Saturday and Sunday or any other day on which commercial banks located in Beaufort, North Carolina are authorized or required by law to be closed for business.

“Closing” or **“Closing Date”** has the meaning set forth in Section 9.01 of this Agreement.

“Connection Charges” means the funds collected from new customers of the Utility System at or prior to initial connection to the Utility System in order to defray the cost of making utility service available.

“Customer Deposits” means all funds or deposits required to be made by customers of the Utility System to Seller upon becoming a customer, which deposit shall be returned to customers upon termination of services to said customer if said customer does not have any outstanding indebtedness owed to the Utility System upon termination. Said funds are being held by Seller. A listing of said Customer Deposits is attached hereto as **Exhibit F** and incorporated herein by this express reference. Said list shall be updated at Closing to reflect additions and subtractions from said listing from the Effective Date until the date of Closing.

“Easements” means easements not within a plat or dedicated roadway as set forth in **Exhibit B**.

“Encumbrance” means any charge, claim, condition, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

“Excluded Assets” means those assets, properties and rights, both tangible and intangible, real and personal, listed on **Exhibit C**.

“Fee Parcels” means the fee simple real property listed in **Exhibit D** and all fixtures and appurtenant interests belonging or appertaining thereto.

“Governmental Authorization” means any approval, authorization, license, order, certificate of public convenience and necessity, registration or permit issued, granted, given or otherwise made available by or under the authority of any Governmental Body.

“Governmental Body” means any governmental authority of any nature, including, but not limited to, the U.S. Environmental Protection Agency (“**EPA**”), the North Carolina Utilities Commission (NCUC), and The North Carolina Department of Environmental Quality (DEQ).

“Permitted Real Estate Encumbrances” shall mean all rights of way, easements and covenants of record pertaining to the Fee Parcels and the Easements so long as the same do not materially impair the use, value or marketability of any Fee Parcel or Easement. Materiality of impairment shall be determined by Buyer at its sole, reasonable discretion. Permitted Real Estate Encumbrances shall not include any equitable interest, lien, option, pledge, security interest, mortgage, right of first option, right of first refusal or similar restriction, including any restriction on voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership.

“Personal Property” means the personal property that is owned and used by Seller in operation of the Utility System and identified on **Exhibit E**.

“Purchased Assets” has the meaning set forth in Section 2.02 hereof.

“Service Area” means the service areas identified in **Exhibit A**.

“Title Commitment” means the title insurance commitment with respect to the Fee Parcels in an amount selected by Buyer in its discretion and not to exceed the Purchase Price,

issued by the Title Company committing the Title Company to issue and deliver the Title Policy to Buyer upon compliance with the requirements stated in Schedule B, Section 1 thereof, subject to the terms and conditions contained therein.

"Title Company" means the company identified by Buyer to issue the Title Commitment and Title Policy.

"Title Policy" means the ALTA owner's policy of title insurance, issued by the Title Company in accordance with the Title Commitment that meets the requirements of Section 3.03 of this Agreement.

"Utility System" means (1) the Fee Parcels, (2) the Easements, and (3) the Personal Property used to provide water utility service in the Service Area.

ARTICLE II

PURCHASE AND SALE OF ASSETS

SECTION 2.01. PURCHASE AND SALE COVENANT. At Closing, Buyer shall purchase from Seller and Seller shall sell to Buyer the Purchased Assets, upon the terms and subject to the conditions set forth in this Agreement.

SECTION 2.02. PURCHASED ASSETS.

(A) The Purchased Assets consist of the following:

(1) The Fee Parcels.

(2) The Easements, together with any other easement, license and right of way rights possessed by Seller at Closing, whether identified prior to or after Closing.

(3) The Governmental Authorizations.

(4) The Personal Property, including, but not limited to, all water production, treatment, storage, supply and distribution facilities, pumps, pumping stations, tanks, plants, wells, transmission mains, distribution mains, supply pipes, pipelines, storage tanks, standpipes,

hydrants, valves, meters, meter boxes, service connections, machinery, equipment, parts, tools, chemicals, supplies, inventories, office buildings and all other physical facilities, equipment, appurtenances and property installations used in the operation of the Utility System, plans, and third party warranties that relate to the Personal Property or completed or in progress construction.

(5) To the extent transferable under applicable law or with the consent of any third-party, if necessary and obtained, any intellectual property owned by Seller and relating to the Business including (i) patents, patent disclosures, trademarks, service marks, trade dress, trade names, logos, copyrights and mask works, and all registrations, applications and goodwill associated with the foregoing, (ii) trade secrets, know-how and confidential business information (including current and planned methods and processes, client and customer lists and files, billing history for each customer, current and anticipated client and customer requirements, vendor and supplier lists and files, price lists, market studies, business plans, business opportunities and financial data), and (iii) rights in electronic mail addresses and in telephone, facsimile, cable or similar numbers used by Seller.

(6) To the extent transferable under applicable law or with the consent of any third-party, all permits, authorizations, filings, approvals and licenses possessed by Seller, or through which Seller has rights, that are used, useable or useful in the operation of the Business or the use or enjoyment or benefit of the Purchased Assets (collectively, “Assigned Permits”).

(7) To the extent transferable under applicable law or with the consent of any third-party, if necessary and obtained all consent orders issued by a Governmental Body to which Seller is subject, or through which Seller has obligations, that relate to the operation of the Utility System or the use or enjoyment or benefit of the Purchased Assets, and to which Buyer agrees, in its sole discretion, to assume.

(8) All Connection Charges collected by Seller prior to Closing.

(9) All records, documents and knowledge, whether written, electronic, recorded or any other form, related to the Business, including all production records, engineering records, purchasing and sales records, accounting records, business plans, budgets, contracts, easements and licenses, cost and pricing information, correspondence, prospective client information, customer and vendor lists and data, property records and other data, information, records and files, wherever located (including any such records maintained in connection with any computer system) related to the Business. Seller may retain copies of any records it deems necessary to substantiate any government or business returns or reports filed or due to be filed, including tax returns, which relate to events prior to Closing. Seller, at its expense, will provide originals of such records to Buyer upon Buyer's request.

(10) All purchase order forms, forms, labels, stationery, shipping materials, catalogues, brochures, artwork, photographs and advertising materials which relate to the Business.

(11) All rights and choses in action of Seller arising out of occurrences before or after the Closing relating to the Business, except those rights expressly retained by Seller under this Agreement.

(B) No later than the Closing, Seller shall provide Buyer (or provide Buyer with unrestricted, 24-hour access to) copies of current customer records, as-built surveys and water and wastewater plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, studies, reports made to Governmental Bodies, Assigned Permits, permit applications, non-corporate

accounting, and non-corporate business records, controlled by or in the possession of Seller that relate to the description and operation of the Utility System.

SECTION 2.03. EXCLUDED ASSETS. Notwithstanding any other provision of this Agreement that may be construed to the contrary, the Purchased Assets do not include the Excluded Assets as shown on **Exhibit C**.

SECTION 2.04. PURCHASE PRICE. The Purchase Price for the Purchased Assets is Nine Million, Five Hundred Thousand and no/100 dollars (\$9,500,000), subject to prorations and adjustments set forth in this Agreement. The Purchase Price shall be payable by Buyer to Seller in immediately available funds at Closing, by wire transfer, pursuant to wire instructions to be provided by Seller to Buyer at or prior to Closing. The current deposit of Four Hundred Seventy Five Thousand and no/100 dollars (\$475,000) shall be applied to the purchase price.

SECTION 2.05. ASSUMED OBLIGATIONS. With the sole exception of Buyer's agreement to provide water service to individual customers through the Utility System following the Closing, Buyer shall not assume and shall not be liable for any debt, liabilities or contractual obligations of any other party of any nature whatsoever. Seller shall remain fully and solely liable for any and all debts, obligations or liabilities arising from the Purchased Assets and/or Seller's operation of the Utility System prior to the Closing.

SECTION 2.06. WITHHOLDING TAX. Buyer shall be entitled to deduct and withhold from the Purchase Price all taxes that Buyer may be required to deduct and withhold under any provision of any applicable federal, state or other tax law or regulation. All such withheld amounts shall be treated as delivered to Seller hereunder. All withholding tax issues will be determined by Buyer and submitted to Seller at least fifteen (15) days before Closing.

ARTICLE III

DUE DILIGENCE ISSUES

SECTION 3.01. PROVISION OF INFORMATION AND COOPERATION BY SELLER.

(A) Seller has provided or will provide to Buyer within 15 days after the Effective Date an inventory, updated through the Effective Date, of equipment, parts and other Personal Property used by Seller in connection with the operation of the Utility System.

(B) After the Effective Date, Seller shall cooperate with Buyer in providing updated information, financial and other reports to Buyer's representatives during normal business hours upon reasonable advance notice.

(C) After the Effective Date, Seller will give to Buyer, its officers, directors, employees, accountants, counsel and other representatives free and full access to and the right to inspect, during normal business hours, the Utility System and all of the premises, properties, assets, records, contracts and other documents relating to its Business and operations, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller for the purpose of making such investigation of the business and operations of Seller as Buyer shall desire to make, provided that such investigation shall not unreasonably interfere with the business or operations of Seller and Buyer shall provide reasonable advance notice.

(D) After the Effective Date, Seller shall make any existing plats, surveys, plans or specifications for the Utility System in Seller's possession available to Buyer, or its representatives, for inspection during normal business hours upon reasonable advance notice.

(E) After the Effective Date, Seller shall cooperate with any request by Buyer to test the levels of Per- and polyfluoroalkyl substances ("PFAS") in the Utility System and/or the

Purchased Assets, such testing may include, but is not limited to testing the levels of PFOA, PFOS, GenX, HFPO-DA, and testing for any other chemicals deemed necessary by Buyer.

SECTION 3.02. DUE DILIGENCE DETERMINATIONS.

Buyer shall have one hundred twenty (120) Business Days from the Effective Date within which to conduct its due diligence. Thereafter, Buyer shall have fifteen (15) Business Days within which to terminate this Agreement in its sole discretion by delivering notice of its termination as provided in Section 11.02; otherwise, Buyer and Seller shall proceed to Closing as set forth in Article IX. Upon a termination of this Agreement under Section 3.02, Seller and Buyer shall have no liability and no further obligation to each other under this Agreement.

SECTION 3.03. CURRENT EVIDENCE OF TITLE.

(A) Seller shall furnish or have delivered to Buyer from the Title Company within 30 days after the Effective Date, **at Buyer's expense**, the following:

(1) A Title Commitment issued by the Title Company to insure title to each parcel listed therein in an amount selected by Buyer in its discretion and not to exceed the Purchase Price, naming Buyer as the proposed insured and having the effective date as set forth therein, wherein the Title Company will have agreed to issue an ALTA form owner's title insurance policy, with North Carolina modifications; and

(2) Copies of all recorded documents listed as special Schedule B-2 exceptions thereunder and all deeds vesting title in and to the Seller.

(B) The Title Commitment shall include the Title Company's requirements for issuing the Title Policy, which shall be met by Seller as provided in Section 3.03(E) on or before the Closing Date (including those requirements that must be met by releasing or satisfying monetary Encumbrances, but excluding Encumbrances that will remain after Closing as agreed to by the Buyer).

(C) If any of the following occur, it shall constitute a Title Objection:

(1) The Title Commitment or other evidence of title or search of the appropriate real estate records discloses that any party other than Seller has title to the insured estate covered by the Title Commitment;

(2) Any title exception is disclosed in Schedule B to any Title Commitment that is not one of the Permitted Real Estate Encumbrances; or

(3) Any current survey or other due diligence discloses any matter that Buyer reasonably believes could materially and adversely affect Buyer's material use and enjoyment of the Fee Parcels described therein;

Buyer shall notify Seller in writing of such matters within 30 days prior to the Closing Date.

(D) Seller shall use its best efforts to cure each Title Objection and take all steps required by the Title Company to eliminate each Title Objection as an exception to the Title Commitment including the payment of money to cure any such Title Objections that may require such payment or the escrow of funds with the Title Company as may be required by the Title Company. Any Title Objection that the Title Company is willing to insure over, on terms acceptable to Seller and Buyer, is herein referred to as an "**Insured Exception.**" The Insured Exceptions, together with any title exception or matters disclosed by any survey and not objected to by the Buyer in the manner aforesaid, shall be deemed to be acceptable to Buyer. In the event Seller is unable to cure a Title Objection and/or Buyer objects to an Insured Exception, Buyer shall have the right to terminate this Agreement and shall have no liability or further obligation under this Agreement.

(E) Seller shall use its best efforts to comply with the requirements of Schedule B Section 1 of the Title Commitment. At the Closing, Seller shall identify any Schedule B Section 1

requirements that cannot be satisfied as of the Closing (“**Post-Closing Schedule B Requirements**”). Buyer and Seller shall agree on a post-Closing process to satisfy these requirements. Seller shall indemnify Buyer as to all Post-Closing Schedule B Requirements that are not satisfied in accordance with the agreed upon post-Closing process. Seller shall cooperate with Buyer in satisfying the Post-Closing Schedule B Requirements.

(F) Buyer shall have the right, but not the obligation, to do such surveys on the Fee Parcels as Buyer desires. Surveys procured by Buyer shall be at the sole cost and expense of Buyer.

(G) If Buyer desires to have any standard survey exceptions deleted or modified in the Title Policy, Buyer shall deliver to Seller’s attorneys, no later than 30 days prior to the Closing Date, properly certified and current original surveys of the specified Fee Parcels that comply with North Carolina law.

SECTION 3.04. ENVIRONMENTAL PROVISIONS.

(A) For purposes of this Agreement, the following terms shall have the following meanings:

(1) “**Hazardous Materials**” means any substance or material subject to regulation by any federal, state or local Governmental Body under any Environmental Law as a hazardous material, hazardous substance, hazardous waste, pollutant, contaminant, toxic waste, toxic substance as those terms or terms of similar import are defined, identified or regulated under any Environmental Laws, and any petroleum and petroleum products, by-products or breakdown products and any substance or material present in concentrations which exceed applicable standards or allowable limits implemented and enforced by any Governmental Body with authority to implement and/or enforce Environmental Laws;

(2) “**Environmental Laws**” shall include all federal, state and local environmental statutes, laws, regulations, ordinances, injunctions, judgments, orders, or other decrees of any governmental authority pertaining to the protection of the environment and including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Clean Water Act, also known as the Federal Water Pollution Control Act; the Safe Drinking Water Act; the Oil Pollution Act of 1990; the Toxic Substances Control Act; the Superfund Amendments and Reauthorization Act of 1986; the Clean Air Act; the Emergency Planning and Community Right-to-Know Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; and any comparable state statute, law, regulation, ordinance, injunction, judgment, order, or other decree. Any reference to a legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments, opinions, directives or notices issued thereunder.

(3) “**Environmental Condition**” shall mean any condition or circumstance related to the Purchased Assets, whether created by Seller or any other party, which (1) required or requires abatement or correction under an Environmental Law, or (2) has given or may give rise to any civil or criminal liability under an Environmental Law, or (3) has created or may create a public or private nuisance, including the presence of asbestos, PCB's, hazardous substances, petroleum products, radioactive waste or radon, on, in or about the Purchased Assets.

(B) Except as set forth in Schedule 3.04(B), after diligent inquiry and investigation, Seller represents and warrants to Buyer that it has obtained and continues to possess all environmental permits and other Governmental Authorizations that are required under Environmental Laws in connection with the business and operation of the Utility System, has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under Environmental Laws.

(C) Except as set forth in Schedule 3.04(C), after diligent inquiry and investigation, Seller represents and warrants to Buyer that: (1) the Utility System has been and is in full compliance with all applicable Environmental Laws and environmental permits and there are no past or present events, conditions, circumstances, activities, practices, incidents, actions or plans pertaining or relating to the Purchased Assets which may impede or prevent continued compliance with the Environmental Laws or which may give rise to any civil or criminal liability under any of the Environmental Laws; (2) Seller has been and is in compliance with all orders, decrees, judgments and notices issued against Seller under or in connection with any of the Environmental Laws; and (3) there are no Environmental Conditions. Except as set forth in Schedule 3.04(C), Seller has no knowledge of any basis for a violation, alleged violation or liability.

(D) Except as set forth in Schedule 3.04(D), after diligent inquiry and investigation, Seller represents and warrants to Buyer that it has not received notice of any violation, alleged violation or liability arising under any applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) materially or adversely affecting the Purchased Assets or Utility System.

(E) Except as set forth in Schedule 3.04(E), after diligent inquiry and investigation, Seller represents and warrants to Buyer that there are no Hazardous Materials present on, in or under, or in the environment of the Utility System that are not in compliance with the Environmental Laws, including any Hazardous Materials contained in barrels, aboveground or underground storage tanks, equipment (whether moveable or fixed) or other containers, either temporary or permanent. Seller has not disposed of any Hazardous Materials on the Fee Parcels or Easements, nor has Seller removed Hazardous Materials from the Fee Parcels or Easements, except as provided by law.

(F) Buyer, at its expense, may perform assessments, as it deems appropriate, including Phase I Environmental Site Assessments (“ESA”) pursuant to applicable ASTM standards and Phase II Environmental Site Assessments for recognized environmental conditions identified in the Phase I Environmental Site Assessments. Seller shall cooperate with Buyer and its agents by providing reasonable access to the Utility System and Fee Parcels so that Buyer or its agents may conduct any Environmental Site Assessments.

(G) If any ESA reveals Hazardous Materials on the Fee Parcels or Easements that require remedial action, Buyer, in its sole discretion, shall either: (a) demand that Seller take prompt action as necessary to expeditiously remediate the reported Hazardous Materials and provide the Buyer with copies of all documentation verifying that all remediation has occurred and applicable regulatory requirements have been satisfied; (b) attempt to negotiate with Seller a lesser Purchase Price for the Purchased Assets and proceed to Closing under the terms contained herein; provided, however, that if Seller and Buyer are unable to negotiate a lesser Purchase Price within twenty (20) days of Buyer's first offer to Seller, Buyer may terminate this Agreement; or (c) terminate this Agreement. Upon any termination under this Section 3.04, Seller and Buyer shall have no liability and no further obligation to each other under this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.01. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

(A) Seller is duly organized, validly existing and has an active status under the laws of the State of North Carolina. Seller has the power and authority to enter into this Agreement and all related agreements and to consummate and perform the terms and conditions and transactions

contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary corporate action. This Agreement and all related agreements constitute the valid and binding obligation of Seller.

(B) Except as set forth in Schedule 4.01(B), there are no pending or threatened legal actions, claims, suits, mediations, arbitrations, investigations or other legal or administrative proceedings pending or threatened against Seller that could affect the Purchased Assets or Seller's ability to transfer the Purchased Assets and there exist no facts that might result in any action, claim, suit, mediation, arbitration, investigation or other proceedings that might result in any adverse change in the Purchased Assets.

(C) Except as set forth in Schedule 4.01(C), Seller holds all necessary Governmental Authorizations to operate the Utility System, is not in default under any Governmental Authorization and Seller has not received notice of any claim of default with respect to any Governmental Authorization. Seller is not in default with respect to any judgment, order, writ, verdict, injunction, decree or award applicable to it of any court or other government instrumentality or arbitrator having jurisdiction over it as pertaining to the Purchased Assets.

(D) The execution and performance of this Agreement by Seller does not and will not violate or result in the breach of any term, or condition, or require the consent of any person not a party hereto under: (i) the by-laws, charters or ordinances of Seller or (ii) any Governmental Authorization or material mortgage, indenture, contract, lease, license or other instrument, document or understanding, oral or written, to which Seller is a party or subject. This Agreement does not require any further approvals of any other party, other than the NCDEQ and NCUC, does not violate any law, ordinance or regulation, and does not conflict with any order or decree.

(E) Except as set forth in Schedule 4.01(E), all agreements, contracts, commitments, leases, certificates, permits and other instruments related to the Purchased Assets or to which Seller

is a party are valid and enforceable in accordance with their terms, are in good standing, and the parties thereto are in compliance with the provisions thereof. Except as set forth in Schedule 4.01(E), no party is in default in the performance, observance or fulfillment of any obligation, covenant or condition contained therein, and no event has occurred, which with or without the giving of notice or lapse of time, or both, would constitute a default thereunder.

(F) All returns of taxes, information and other reports required to be filed in any jurisdiction by Seller have been timely filed and all such tax returns are true, correct and complete in all material respects. All taxes applicable to Seller for the Purchased Assets that are due and payable have been paid and there are presently no claims for tax deficiencies pending against Seller by any taxing authority, nor does Seller know of any basis for the making of any claim by any taxing authority for any tax deficiency against Seller.

(G) Seller has not dealt with a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement, and, insofar as it knows; no broker, salesman or other person is entitled to any commission or fee with respect to such transaction as a result of Seller's actions.

(H) Except as set forth in Schedule 4.01(H) and the Permitted Real Estate Encumbrances, and without limiting the generality of any other provision of this Section 4.01, Seller warrants that Seller is the sole legal owner and has full right, power and ability to convey the fee simple absolute interest and good and marketable title to the Fee Parcels, free and clear of all liens, claims, Encumbrances and interests in the Fee Parcels.

(I) Except as set forth in Schedule 4.01(I), and without limiting the generality of any other provision of this Section 4.01, Seller warrants that, as of Closing, Seller is the sole legal owner and has full right, power and ability to convey to Buyer clear title to all of the Purchased

Assets. Except as set forth in Schedule 4.01(I), Seller has good and marketable title to the Purchased Assets, free and clear of all liens, claims, Encumbrances and interests.

(J) Seller has all agreements, contracts, commitments, leases, and other instruments required to conduct the Business as it has been and is now being conducted and to own and operate the Business.

(K) Seller is not party to, or subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the Utility System and/or the Purchased Assets.

(L) Seller's environmental representations and warranties contained in Section 3.04 are true and accurate and incorporated by reference into this Section 4.01.

(M) Except as set forth in Schedule 4.01(M), there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Purchased Assets. For purposes of this Agreement, the term liabilities shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, accounts payable, cost, expense, obligation or responsibility either accrued, absolute, contingent or otherwise.

(N) The Purchased Assets and the Utility System are in compliance and at the time of Closing shall be in compliance in all material respects with all Governmental Body requirements applicable to the Utility System and Purchased Assets, including without limitation all governmental requirements pertaining to health, safety or environmental matters. Except as set forth in Schedule 4.01(N), Seller has not received any notice from the NCDEQ, NCUC, or EPA or any other Governmental Body having jurisdiction of any violation or alleged non-compliance with any governmental requirements applicable to Seller, the Purchased Assets or the Utility System.

(O) Seller has duly and timely filed all reports, responses, assessments, and other filings required of it with the NCDEQ, NCUC and any other Governmental Body having jurisdiction over Seller and the operation and maintenance of the Utility System.

(P) Seller maintains in effect general liability insurance coverage with limits of liability of not less than \$1,000,000 per occurrence/\$1,000,000 in aggregate per policy year.

(Q) All leases, licenses, rights of way, and easements related in any manner to the Purchased Assets and all other instruments, documents and agreements pursuant to which Seller has obtained the right to use any real property in connection with the Purchased Assets are in good standing, valid, effective and assignable in accordance with their respective terms, and with respect thereto, there is no existing default or event which could constitute a default. Seller possesses and will assign to Buyer at Closing all such property rights necessary to operate the Purchased Assets.

(R) All Easements required or necessary to operate the Utility System and Purchased Assets as currently configured have been lawfully obtained and maintained by Seller and are validly in existence and of public record in the Offices of the Recorder of Deeds in and for Carteret County, North Carolina and are transferable to Buyer in accordance with their terms and without cost to Buyer. Seller has good and valid rights to occupy and to obtain access to the areas where the distribution lines and other facilities of the Purchased Assets are located.

(S) Seller has not concealed from Buyer any facts which Seller knows to be material to the Purchased Assets or the Utility System or the operation and maintenance thereof. Seller has disclosed to Buyer all agreements and contracts affecting the Purchased Assets or the Utility System or the operation and maintenance thereof, whether such agreements and contracts are being transferred or assigned to Buyer. No representation or warranty made by Seller in this Agreement and no information or Schedule furnished by Seller to Buyer (i) contains any untrue statement of a material fact or (ii) omits a material fact the statement of which is necessary in order to make the

statements contained in this Agreement or in such information or Schedule, in light of the circumstances under which they are made, not misleading.

(T) Except as expressly disclosed herein, the Utility System and Purchased Assets are in good operating condition and repair relative to their age and type.

(U) There are no conditions or developments existing or, to the knowledge of Seller, threatened which would have a material adverse effect on the Purchased Assets.

(V) Seller is not in any violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or, properties is subject and has not failed to obtain, or to adhere to the requirements of any certificate or other Governmental Authorization necessary to the ownership of its assets and properties or to the conduct of its business.

(W) Seller is not a party to any contract for the purchase of, or payment for supplies, equipment or for services related to the Purchased Assets, except such contracts that shall not survive Closing and/or Contracts set forth on Exhibit XX.

(X) The Business has no funds, loans, developer contributions, parent company contributions, other liabilities or equity contributions that could be considered contributions in aid of construction or advances in aid of construction.

(Y) Seller is not a party to any contract for future payment of refunds under any extension agreement, customer deposit agreement or similar agreement with respect to the Purchased Assets.

(Z) As of the Closing, (if applicable) Seller's bonds, if any, will be defeased, and any and all liens and encumbrances on the Purchased Assets will have been removed. The defeasance will be done in a proper and lawful manner.

(AA) Each Exhibit and Schedule contains a true and complete list of the information described thereon.

(BB) All of the tangible property included in the Purchased Assets is usable in the regular course of business.

(CC) The data contained in the customer records provided to Buyer is true and accurate.

SECTION 4.02. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:

(A) Buyer is duly organized, validly existing and has an active status under the laws of the State of North Carolina. Buyer has the power and authority to enter into this Agreement and to perform the terms and conditions of this Agreement.

(B) Buyer is not subject to, nor a party to any proceeding, legal requirement or any other restriction of any kind or character that would prevent consummation of the transactions contemplated by this Agreement.

(C) Buyer has not dealt with a broker, salesman, or finder in connection with any part of the transaction contemplated by this Agreement, and, insofar as it knows, no broker, salesman or other person is entitled to any commission or fee with respect to such transaction as a result of Buyer's actions.

(D) The execution and performance of this Agreement by Buyer does not and will not violate or result in the breach of any term or condition, or require the consent of any person not a party hereto under: (i) the by-laws of Buyer; or (ii) any material mortgage, indenture, contract, lease, license or other instrument, document or understanding, oral or written, to which Buyer is a party or subject.

ARTICLE V

ISSUANCE AND TRANSFER OF GOVERNMENTAL AUTHORIZATIONS

SECTION 5.01. ISSUANCE AND TRANSFER OF GOVERNMENTAL AUTHORIZATIONS. Within thirty (30) days of the expiration of the due diligence period provided in Section 3.02 above, Seller and Buyer jointly shall apply for, and thereafter diligently seek and pursue, the issuance, cancellation and/or transfer of all Governmental Authorizations necessary for Buyer to operate the Utility System. Each party shall be responsible for its own fees and costs in this regard. Any filing fees incurred in seeking such Governmental Authorizations shall be split evenly between the parties.

ARTICLE VI

CONDITIONS PRECEDENT TO THE BUYER'S OBLIGATION TO CLOSE

Buyer's obligation to purchase the Purchased Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by the Buyer, in whole or in part):

SECTION 6.01. SELLER'S PERFORMANCE. All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

SECTION 6.02. SELLER'S REPRESENTATIONS AND WARRANTIES. All representations and warranties made by Seller in this Agreement shall be true, correct and complete as of the Effective Date, and no breach or violation of such representations and warranties shall have occurred from the Effective Date up to and including the Closing Date.

SECTION 6.03. ADDITIONAL DOCUMENTS. Seller shall have caused the documents and instruments required by this Agreement and the following documents to be delivered (or made available) to the Buyer, in a form reasonably satisfactory to the Buyer:

- (A) Certified copies of all resolutions reflecting approval of this Agreement by Seller;

(B) Certified copies of all additional resolutions of Seller and/or minutes of the meetings of the Board of Commissioners of Seller as Buyer may reasonably request;

(C) Such other documents as Buyer may reasonably request for the purpose of:

(1) Evidencing the performance by Seller of, or the compliance by Seller with, any covenant or obligation required to be performed or complied with by Seller; or

(2) Evidencing the release of all liens, security interests, and other encumbrances other than Permitted Real Estate Encumbrances.

SECTION 6.04. NO CONFLICT; NO LITIGATION AFFECTING CLOSING.

Neither the consummation nor the performance of this Agreement will, directly or indirectly, materially contravene or conflict with or result in a material violation of or cause Buyer to suffer any material adverse consequence under any applicable Governmental Authorization or other legal order. On the Closing Date, there shall not have been issued and in effect any injunction or similar legal order prohibiting or restraining consummation of any of the transactions contemplated in this Agreement and no legal action or governmental investigation or inquiry which might reasonably be expected to result in any such injunction or order shall be pending or threatened before any court or governmental agency and no suit, action or proceeding to obtain damages or other relief in connection with this Agreement shall be pending or threatened before any court or governmental agency.

SECTION 6.05. GOVERNMENTAL AUTHORIZATIONS. Buyer shall have received all Governmental Authorizations needed for the transfer of the Purchased Assets, including, but not limited to, adoption and approval of an Order from the NCUC, authorizing: (a) the transfer of the Purchased Assets as contemplated by this Agreement; (b) Buyer to provide water services to the existing customers in the respective Service Area; and (c) Seller to abandon such Service Area. Such Governmental Authorizations, orders, authorizations and approvals by

the NCDEQ, NCUC, and other governmental authorities shall be in form and substance satisfactory to Buyer in its sole discretion. All Governmental Authorizations shall have been issued, cancelled or transferred, as the case may be, in accordance with Article V on terms satisfactory to Buyer.

SECTION 6.06. MATERIAL DAMAGE. The Purchased Assets shall not be, or be threatened to be, materially adversely affected by fire, explosion, earthquake, disaster, accident, cessation or interruption of utility or other services, flood, drought, lack of water supply, contamination of water supply, embargo, riot, civil disturbance, uprising, activity of armed forces or act of God or public enemy, or any other event or occurrence.

SECTION 6.07. TESTING. Buyer shall be satisfied in its sole discretion with the test results of any testing of the levels of PFAS in the Utility System and/or the Purchased Assets, including, but not limited to testing of the levels of PFOA, PFOS, GenX, HFPO-DA and testing for any other chemicals deemed necessary by Buyer.

SECTION 6.08. SATISFACTION OF BUYER. All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by Buyer in the exercise of its reasonable judgment.

SECTION 6.09. CONSENTS OR APPROVALS. All consents or approvals required for the assignment of the Contracts shall have been obtained or accommodated in accordance with this Agreement.

ARTICLE VII

CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

Seller's obligation to sell the Purchased Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller in whole or in part):

SECTION 7.01. BUYER'S PERFORMANCE. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been performed and complied with in all material respects.

SECTION 7.02. BUYER'S REPRESENTATIONS AND WARRANTIES. All representations and warranties made by Buyer in this Agreement shall be true, correct and complete as of the Effective Date, and no breach or violation of such representations and warranties shall have occurred from the Effective Date up to and including the Closing Date.

SECTION 7.03. NO LITIGATION AFFECTING CLOSING. On the Closing Date, there shall not have been issued and in effect any injunction or similar legal order prohibiting or restraining consummation of any of the transactions contemplated in this Agreement and no legal action or governmental investigation or inquiry which might reasonably be expected to result in any such injunction or order shall be pending or threatened before any court or governmental agency and no suit, action or proceeding to obtain damages or other relief in connection with this Agreement shall be pending or threatened before any court or governmental agency.

ARTICLE VIII

COVENANTS OF SELLER

SECTION 8.01. OPERATION OF THE BUSINESS OF SELLER. Between the Effective Date and the Closing, Seller shall:

(A) Conduct the Business in the ordinary course of business consistent with past practice;

(B) Confer with Buyer prior to implementing operational decisions relating to the Utility System of a material nature;

(C) Maintain and service the Purchased Assets in a state of repair and condition such that they will be in proper working order at Closing, that complies with legal requirements and is consistent with the requirements and normal conduct of Seller's business;

(D) Comply with all laws, ordinances, rules, regulations, orders and legal requirements and contractual obligations applicable to the operation of Seller's business;

(E) Use its best efforts to maintain its relations and good-will with its suppliers, customers and any others having business relations with it;

(F) Cooperate with Buyer and assist Buyer in identifying the Governmental Authorizations required by Buyer to operate the business from and after the Closing Date and either (i) transferring existing Governmental Authorizations of Seller to Buyer, where permissible, or (ii) assisting Buyer in obtaining new Governmental Authorizations;

(G) Use best efforts to obtain, and cooperate promptly with Buyer's efforts to obtain, all Governmental Authorizations or other consents and approvals and actions required of either Seller or Buyer to complete the transactions contemplated by this Agreement;

(H) Upon request from time to time, execute and deliver all documents, make all truthful oaths, testify in any proceedings, whether before or after Closing, and do all other acts that may be reasonably necessary to consummate this Agreement, all without further consideration;

(I) Maintain all books and records of Seller relating to Seller's business in the ordinary course of business;

(J) Notify and consult with Buyer prior to the initiation, development, or execution of any plans for expansion of or improvements to the Utility System;

(K) Cooperate with Buyer in sending any customer notices that in Buyer's judgment are necessary or desirable in connection with the transactions contemplated herein (provided, however, that, except for any notices required by any Governmental Body, no such notices shall be sent to customers unless and until Seller has determined to proceed with Closing under this Agreement);

(L) Not allow the levels of raw materials, supplies or other materials included in the Purchased Assets to vary materially from the levels customarily maintained;

(M) Conduct the Business in such a manner that at the Closing the representations and warranties of Seller contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Furthermore, Seller will use its best efforts to cause all of the conditions to this Agreement to be satisfied on or prior to the Closing Date

(N) Not make any material modification to any Governmental Authorization that relates to the Purchased Assets and maintain in full force and effect until Closing all Governmental Authorizations necessary to operate the Utility System; and

(O) Promptly notify Buyer in writing of (i) any actions, suits, claims, disputes, arbitrations, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting Seller or the Business that relate to the consummation of the transactions contemplated by this Agreement or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller; (ii) the damage or destruction by fire or other casualty of any material portion of the Purchased Assets or if any material portion of Purchased Assets becomes the subject of any proceeding or, to the knowledge of Seller, threatened proceeding, for the taking thereof or any part thereof or of any right relating thereto by condemnation, eminent domain or

other similar governmental action; and (iii) all events between the Effective Date and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.

SECTION 8.02. NOTIFICATION. Between the Effective Date and Closing, Seller shall promptly notify Buyer, in writing, if it becomes aware of (a) any fact or condition that causes or constitutes a breach of this Agreement or (b) the occurrence after the Effective Date of any fact or condition that would or would be reasonably likely to (except as expressly contemplated by this Agreement) cause or constitute a breach of this Agreement. During the same period, Seller also shall promptly notify the Buyer of the occurrence of any breach of any covenant of Seller in this Agreement or the occurrence of any event that may make the satisfaction of the conditions in this Agreement impossible or unlikely.

SECTION 8.03. PAYMENT OF LIABILITIES. Seller shall pay or otherwise satisfy in the ordinary course of business all of its liabilities and obligations as they come due.

ARTICLE IX

CLOSING AND RELATED PROCEDURES AND ADJUSTMENTS

SECTION 9.01. CLOSING DATE AND PLACE. The closing shall be held at such place as is mutually agreed upon by the parties, commencing at 10:00 a.m. local time, within thirty (30) days after approval by the NCUC. The effective time of the legal transfer hereunder shall be 12:01 a.m. on the Closing Date. Notwithstanding the foregoing, if the Closing has not occurred on or before December 1, 2022, either party shall have the right to terminate this Agreement, provided that such termination shall be without prejudice to the rights of either party which has performed its obligations under this Agreement if Closing does not occur because of a material breach of this Agreement by the other party. By mutual agreement of the parties hereto,

the Closing Date may be extended for a period of up to one hundred twenty (120) days. Consent to the extension of the Closing Date shall not be unreasonably withheld.

SECTION 9.02. RECORDING FEES AND TAXES.

(A) Fees to record the deeds and any other instruments necessary to deliver title to Buyer shall be paid by Buyer.

(B) To the extent that taxes or other charges are due and payable with respect to the deeds and other instruments necessary to deliver title to the Purchased Assets to Buyer, said transfer taxes shall be paid by Buyer. Any income taxes due and payable by Seller as a result of the sale of the Purchased Assets shall be paid by Seller.

**SECTION 9.03. ACCOUNTS RECEIVABLE; ACCOUNTS PAYABLE;
CUSTOMER DEPOSITS.**

(A) All accounts receivable generated for services provided to customers prior to the Closing Date shall belong to Seller and Seller shall have the right and obligation to collect such accounts receivable. All accounts receivable generated for services provided to customers on and after the Closing Date shall belong to Buyer and Buyer shall have the right and obligation to collect such accounts receivable.

(B) All bills for services, materials and supplies rendered in connection with the operation of the Utility System prior to the Closing Date ("Accounts Payable"), shall be paid by Seller.

(C) Seller shall be responsible for all ad valorem or property taxes, prorated through the Closing Date. Taxes due thereafter, if any, shall be paid by Buyer.

(D) Seller shall refund all customer deposits, with interest if such interest is required to be paid by law, regulation or administrative order. Deposits shall not be transferred to Buyer.

SECTION 9.04. CONNECTION CHARGES.

(A) Connection Charges collected by Seller prior to the Closing Date for which the connection was not completed prior to Closing shall be a Purchased Asset.

(B) Connection Charges collected from and after Closing shall be Buyer's sole and separate property.

SECTION 9.05. METER READINGS. Buyer and Seller agree that final meter readings shall be conducted within seven (7) days immediately prior to Closing. These readings shall be utilized by Seller for the purpose of issuing final bills, and shall constitute the opening readings for Buyer. Buyer shall use these readings to begin the billing cycle for its new customers following Closing, and shall not be responsible for the collection of any amounts due Seller for bills issued by Seller as a result of Seller's final meter reading

SECTION 9.06. COSTS AND PROFESSIONAL FEES.

(A) Each party shall be responsible for securing its own counsel and advisors for representation in connection with the negotiation of this Agreement and all other matters associated with performance, cancellation or closing hereunder, unless otherwise specified herein. Each party shall be responsible for the payment of the fees of its own attorneys, bankers, engineers, accountants, and other professional advisors or consultants in connection herewith. Seller's attorney will be responsible for the recording of the deeds and other instruments necessary to deliver title to Buyer.

SECTION 9.07. RISK OF LOSS. At all times prior to and through the time of Closing, Seller shall maintain adequate fire and extended insurance coverage for the cost of any repairs to the Purchased Assets that may be required as a result of casualty damage. The risk of loss to the Utility System prior to Closing shall be borne by Seller. The risk of loss to the Utility System after Closing shall be borne by Buyer.

SECTION 9.08. TRANSFER OF UTILITIES. Seller and Buyer will cooperate to transfer utility service, including telephone, electric and gas service providing such service to any of the Purchased Assets as of the Closing Date. In the event service cannot be transferred in the name of Buyer as of the Closing Date, the bills shall be pro-rated as of the Closing Date, and Buyer shall retain from the Purchase Price its estimate of the amount of such bills not yet paid by Seller.

SECTION 9.09. CLOSING PROCEDURE.

(A) On or prior to the Closing Date, Seller and Buyer shall execute all documents necessary to close the transaction.

(B) At the Closing, Seller shall deliver to Buyer the tangible Purchased Assets in substantially the same operating condition and repair, ordinary wear and tear excepted, as of the Effective Date.

(C) At Closing, the appropriate party shall execute and deliver or cause to be executed and delivered to the Closing the following documents in final form, together with any exhibits or appendices ("Transfer Documents"):

(1) General warranty deed(s) for the conveyance of Fee Parcels to be conveyed, substantially in the same form as set forth in **Exhibit H**;

(2) Assignment of Easements conveying the Easements to Buyer, substantially in the same form as set forth in **Exhibit I**;

(3) If necessary, general assignment of any Government Authorizations;

(4) Bills of Sale or other documents of assignment and transfer, with full warranties of title to the personal property portion of Purchased Assets, substantially in the same form as set forth in **Exhibit G**;

(5) Assignments of the Contracts on the form set forth in **Exhibit XX**.

(6) Post closing agreements, affidavits, assignment certificates, estoppel certificates, corrective instruments, releases, satisfactions or terminations necessary or required pursuant to this Agreement;

(7) Title Commitments consistent with Section 3.03 of this Agreement;

(8) Non-foreign affidavit;

(9) Any affidavits, assignments, certificates, estoppel certificates, corrective instruments, releases, satisfactions, terminations or waivers necessary to close, including, but not limited to, a no lien affidavit, a "gap" affidavit and those instruments identified by the Title Company insuring the Fee Parcels;

(10) Documents, in a form reasonably satisfactory to the Buyer, evidencing the release of all liens, security interests, and other encumbrances other than Permitted Real Estate Encumbrances.

(D) Following execution and delivery of the Transfer Documents, Seller shall also deliver keys to any and all buildings and gates to Buyer and simultaneously with such delivery, all such steps shall be taken as may be required to put Buyer in actual possession and operating control of the Purchased Assets.

SECTION 9.10. REMEDY. Seller acknowledges that the Purchased Assets are unique and not otherwise available and agrees that Buyer may seek specific performance of this Agreement by Seller.

SECTION 9.11. DOCUMENTS AFTER THE CLOSING. From time-to-time after the Closing, each party hereto shall, upon request of the other, execute, acknowledge and deliver, or shall cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, bills of sale, transfers or other documentation for (1) confirming or correcting title in the name of Buyer or its successor(s) or perfecting possession by Buyer or its successor(s) of any or all of the

Purchased Assets, including the establishment of a record of Easements without resort to litigation, expenditure of monies or other extraordinary means, for all facilities that are a part of the Utility System in existence or use at the time of Closing, or (2) otherwise fulfilling the obligations of the parties hereunder. Further, from time-to-time after Closing, should the parties discover that certain land parcels, easements, or other rights owned or enjoyed by Seller at Closing and necessary to the proper operation and maintenance of the Utility System were not included in the appendices hereto, and thus not transferred to the Buyer or its successor(s) at Closing in accordance with this Agreement, then the parties agree that Seller shall execute or cause to be executed the documents including, but not limited to, acts of sale or transfer, deeds, easements and bills of sale necessary to convey such ownership or rights to Buyer or its successor(s), at no cost to Buyer, provided such conveyances may be accomplished without resort to litigation, expenditure of monies or other extraordinary means.

ARTICLE X

INDEMNITY AND ATTORNEYS FEES

SECTION 10.01. INDEMNIFICATION OF BUYER

From and after the Closing, Seller agrees to reimburse, indemnify (or defend at Buyer's sole option) and hold Buyer, its affiliates, and its and their officers, directors and employees, successors and assigns harmless from and against any liability, obligation, loss, claim, action, suit, audit, deficiency, damage, fine, cost or expense (including attorney's fees and costs) resulting from, relating to, arising out of or attributable to:

(A) any act or omission of Seller or its agents, employees or contractors relating to Seller's ownership, maintenance, or operation of the Utility System prior to Closing;

(B) any misrepresentation, or breach or non-fulfillment of any representation, warranty, covenant or agreement on the part of Seller under this Agreement, or from any misrepresentation

in, or omission from, any Exhibit or Schedule or information furnished to Buyer pursuant to this Agreement or in connection with the negotiation, execution or performance of this Agreement;

(C) any liabilities or obligations of Seller of any nature whatsoever except for those liabilities and obligations of Seller which Buyer specifically assumes pursuant to this Agreement;

(D) the provision of water and/or wastewater service by Seller for the period prior to the Closing Date;

(E) issues of regulatory compliance and claims by third parties for events that are attributable to events that occurred prior to Closing;

(F) Seller's failure to perform any of its covenants following Closing; and/or

(G) Seller's tax liability.

SECTION 10.02. GENERAL

Buyer shall provide the Seller with reasonable notice of any claims arising under this Section 10. The indemnification rights of the Buyer under this Section 10 are independent of and in addition to such rights and remedies as the Buyer may have at law or in equity or otherwise for any misrepresentation, breach of representation, warranty, or failure to fulfill any agreement or covenant hereunder.

SECTION 10.03. ATTORNEYS FEES

In the event litigation or any action is necessary to resolve any dispute arising under this Agreement or to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, expenses and costs as well as any other damages occasioned by the breach of the terms of this Agreement to the extent allowed by North Carolina law.

ARTICLE XI

GENERAL PROVISIONS

SECTION 11.01. APPLICABLE LAW; JURISDICTION AND VENUE. This

Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina excluding any choice of law rules that may direct the application of the laws of any other jurisdiction with venue in Carteret County, North Carolina.

SECTION 11.02. NOTICE.

(A) All notices, requests, demands, waivers, consents, approvals, certificates or other communications which are required or permitted hereunder shall be in writing and shall be deemed sufficiently given when hand delivered or mailed by registered or certified mail, postage prepaid, or by courier service, charges prepaid, or when delivered by facsimile transmission to the parties at the following addresses or fax numbers:

To Seller: Carteret County Water System
210 Turner Street
Beaufort, NC 28576
Attn: Eugene Foxworth, Assistant County Manager
Phone: 252-728-8450
Eugene.Foxworth@carteretcountync.gov

To Buyer: Carolina Water Service Inc., of North Carolina
500 West Monroe St., Suite 3600,
Chicago, IL 60661
Attn: Donald H. Denton III, President
Phone: 704-525-5049
Cell: 704-995-7640
Donald.Denton@corix.com

with a copy to: Corix Regulated Utilities (US) Inc.
500 West Monroe St., Suite 3600
Chicago, IL 60661
Attn: Vice President and General Counsel
Phone: (775) 300-1628
Allen.Wilt@corix.com

(B) Any written notice given to one person in subsection (A) of this Section shall also be copied and provided to all other persons identified in subsection (A).

(C) The parties may, by notice in writing given to the others, designate any future or different addresses or contact numbers to which the subsequent notices, requests, demands, waivers, consents, approvals, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand, courier, or by facsimile transmission or five (5) days after the date mailed.

SECTION 11.03. ASSIGNMENT AND JOINDER.

(A) This Agreement may not be assigned without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.

(B) This Agreement shall be construed as solely for the benefit of Seller and Buyer and their successors and assigns and no claim or cause of action shall accrue to or for the benefit of any other party.

(C) This Agreement shall be binding on, shall inure to the benefit of and be enforceable by the parties to it and their respective successors and permitted assigns.

SECTION 11.04. AMENDMENTS AND WAIVERS. Except as otherwise provided in this Agreement, no amendment, supplement, modification or waiver of this Agreement shall be binding upon any party hereto unless executed in writing by such party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided in writing.

SECTION 11.05. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the agreements, understandings, negotiations and discussions of the parties, whether oral or written, pertaining to the subject matter hereof, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 11.06. TERMINATION EVENTS. By notice given prior to or at the

Closing, this Agreement may be terminated as follows:

(A) Without limiting the rights and remedies available to Buyer arising from Seller's failure to comply with its obligations under this Agreement, if the Governmental Authorizations set out in Article V, or if all conditions precedent to Buyer's obligation to close set out in Article VI have not been satisfied within 18 months after the Effective Date, Buyer shall have the right of termination, without further recourse by or liability to Seller, by delivery of written notice to Seller.

(B) Without limiting the rights and remedies available to Seller arising from Buyer's failure to comply with its obligations under this Agreement, if the Governmental Authorizations set out in Article V, or if all conditions precedent to Seller's obligation to close set out in Article VII have not been satisfied within 14 months after the Effective Date, Seller shall have the right of termination, without further recourse by or liability to Buyer, by delivery of written notice to Buyer.

(C) As otherwise provided in this Agreement.

(D) By mutual written agreement of Buyer and Seller.

(E) If, between the Effective Date and the Closing, any of the Purchased Assets shall be destroyed or damaged in whole or in part by fire, earthquake, flood, other casualty or any other cause (“**Casualty**”), then Buyer shall have the option to: (a) acquire such Purchased Assets on an “as is” basis and take an assignment from Seller of all insurance proceeds payable to Seller in respect of the Casualty, or (b) in the event that the Casualty would have a material adverse effect on the value or use of the Purchased Assets, terminate this Agreement.

SECTION 11.07. EFFECT OF TERMINATION.

(A) Each party's right of termination under Section 11.06 is in addition to any other rights it may have under this Agreement or otherwise and the exercise of such right of termination is not an election of remedies. If this Agreement is terminated pursuant to Section 11.06, all obligations of the parties under this Agreement shall terminate unless otherwise stated in this Agreement; provided, however, that if this Agreement is terminated because of a breach of this Agreement by the non-terminating party or because one or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

(B) Neither Seller nor Buyer shall be liable to the other in the event that after the Effective Date there occurs (1) a change of law that prevents the Closing, (2) any action by an unrelated third party that prevents the Closing, or (3) any legal order that prevents the Closing. Both parties shall diligently defend against a third party's attempt to prevent a Closing or Governmental Authorization.

(C) If a material breach of any provision of this Agreement has been committed by Buyer and such breach has not been waived by Seller, but does not result in termination of the Agreement, Seller retains all remedies available to it at law or in equity with respect to such breach.

(D) If a material breach of any provision of this Agreement has been committed by Seller and such breach has not been waived by Buyer, but does not result in termination of this Agreement, Buyer retains all remedies available to it at law or in equity with respect to such breach.

SECTION 11.08. COUNTERPARTS. This Agreement may be executed in counterparts, each of which when executed and delivered shall be considered an original and all of which counterparts taken together shall constitute but one and the same instrument. The Parties

expect that the Seller will execute this Agreement before execution by the Buyer. Seller understands and agrees that Buyer will not execute this Agreement without the prior approval of its Board of Directors, whose discretion to accept or reject this Agreement prior to execution by Buyer shall in no way be limited by Seller's execution hereof. This Agreement shall become binding when conditions precedent to close shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

SECTION 11.09. SECTION HEADINGS, GENDER, ETC. Any headings preceding the texts of the several articles, sections or exhibits in this Agreement shall be solely for the convenience of reference and shall not constitute a part of this Agreement, nor affect its interpretation, meaning, construction or effect. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

SECTION 11.10. SEVERABILITY. In the event any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and the remainder of this Agreement shall be construed to be in full force and effect. Any such invalidity, illegality or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the invalid, illegal or unenforceable provision causes this Agreement to fail of its essential purpose.

SECTION 11.11. EXHIBITS AND SCHEDULES. All exhibits, schedules and attachments referred to herein are intended to be and hereby are made specifically a part of this Agreement.

SECTION 11.12. INTERPRETATION. Each party agrees that (a) it has participated substantially in the negotiation and drafting of this Agreement and is thoroughly aware of all of the terms of this Agreement and the intent of same, and (b) all presumptions and/or burdens of proof concerning any interpretation of this Agreement shall not be affected by any statutory or judicial principles casting such presumptions against and/or burdens of proof on a party responsible for the drafting and/or written form of an agreement or contract.

SECTION 11.13. SURVIVAL OF REPRESENTATIONS, WARRANTIES COVENANTS AND AGREEMENTS. All representations, warranties, covenants and agreements made by the parties in this Agreement or in any agreement, document, statement or certificate furnished hereunder, delivered in support of this Agreement or in connection with the negotiation, execution and performance of this Agreement shall be deemed to have been material and relied on by the parties and shall survive the Closing. Notwithstanding any investigation or audit conducted before or after the Closing Date or the decision of any party to complete the Closing, each party shall be entitled to rely upon the representations, warranties, covenants and agreements set forth herein and therein.

SECTION 11.14. COOPERATION/FURTHER ASSURANCES. Seller from time to time after the Closing, at Buyer's request, and without additional compensation, will execute, acknowledge and deliver to Buyer such other instruments of sale, conveyance, assignment and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Buyer may reasonably require in order to vest in Buyer, and/or to place Buyer fully in possession of, all of the Purchased Assets. Each of the parties hereto, without additional compensation, will cooperate with the other and execute and deliver to the other such instruments and documents and take such actions as may be reasonably requested from time

to time by any other party hereto as necessary to carry out, evidence and confirm the purposes of this Agreement.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Agreement to be duly executed and entered into on the date first above written.

Carteret County Water System

By: Ed Wheatly

Name: Ed Wheatly

Title: Chairman, Board of Commissioners

Carolina Water Service, Inc. of North Carolina

By: Donald H. Denton III

Name: Donald Denton, III

10/11/21

Title: President

Exhibit A – Service Area

Exhibit B – Easements

Exhibit C – Excluded Assets- NONE

Exhibit D – Fee Parcels 8

Exhibit E – Personal Property- NONE

Exhibit F – Customer Deposits- NONE

Exhibit G – Bill of Sale

Exhibit H – General Warranty DeedExhibit I – Assignment of Easements

Exhibit K – Contracts to be Assigned - NONE

Exhibit L – Form of Assignment and Assumption Agreement - NONE

Exhibit M- Leases Verizon

Exhibit N- List of Assets

Exhibit O- Rates

Schedule 3.04(B) – Environmental Permits & Governmental Authorizations

Schedule 3.04(C) – Environmental Compliance

Schedule 3.04(D) – Violations

Schedule 3.04(E) – Hazardous Materials

Schedule 4.01(B) – Pending or Threatened Legal Actions

Schedule 4.01(C) – Default of Government Authorizations

Schedule 4.01(E) – Agreements Not in Good Standing and Defaults

Schedule 4.01(H) – Conveyance of Fee Parcels

Schedule 4.01(I) – Conveyance of Purchased Assets

Schedule 4.01(M) – Liabilities or Obligations of Seller Relating to the Purchased Assets

Schedule 4.01(N) – Notice of Violations from a Governmental Body

Exhibit G
Bill of Sale

“FORM OF BILL OF SALE”

This Bill of Sale is made this 18th day of October, 2021, BETWEEN Carteret County Water System a North Carolina municipality (“**Seller**”), and Carolina Water Service, Inc. of North Carolina, a North Carolina corporation (“**Buyer**”). Capitalized terms not otherwise defined herein shall have the meaning provided in the Utility Asset Purchase Agreement dated October 18th, 2021 (the “**Purchase Agreement**”) between Seller and Buyer.

Seller, in consideration of One (\$1.00) Dollar and other good and valuable considerations in hand paid by Buyer, the receipt and sufficiency of which is hereby acknowledged, has hereby granted, bargained, sold, transferred and delivered unto Buyer, its successors and assigns, the following described personal property, to-wit:

All of the Purchased Assets constituting personal (movable) property that are used in the operation of the water system for service areas as shown in Exhibit A of the Purchase Agreement, it being the intent of the parties hereto to include in this conveyance all personal property described in Exhibit E and elsewhere in the Purchase Agreement, together with all water systems and all appurtenant parts, including, but not limited to, all pumps, blowers, pipes, lines, valves, meters and meter installations, back-flow devices, pumping equipment, power generation equipment, treatment equipment, tools, chemicals, supplies, force mains, tanks, injectors, control panels, and all other equipment, whether mentioned herein or not, necessary or convenient to operate the systems which are being conveyed herewith.

Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, the said Seller has hereunto set its hand and seal, the day and
year first above written.

Signed, sealed and delivered
In the presence of:

Carteret County Water System

By: Ed Whently

Print: Ed Whently

Title: Chair, Board of Commissioners

WITNESSES:

X Dee Meshaw

Print: Dee Meshaw

X Rachel B. Hammer

Print: Rachel B. Hammer

Lori R. Turner

Notary Public

Print name: Lori R. Turner

Notary ID/No: 201807100049

My Commission Expires: 5/18/2026

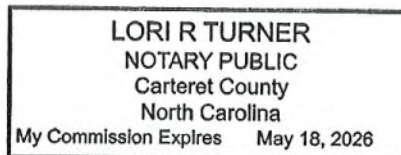


Exhibit H
General Warranty Deed

"FORM OF WARRANTY DEED"

[NTD: Applicable State form should be inserted. Ensure deed references all fixtures and appurtenant interests, etc. Use special warranty deed if we are the seller]

Exhibit I

Assignment of Easements

[NTD: If needed, obtain a state specific form. If it is not known at time the first draft of the APA is prepared whether this form is needed, consider leaving the following placeholder “[insert if needed]”]

Schedule 3.04(B)
Environmental Permits & Governmental Authorizations

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Nov 22 2022

Schedule 3.04(C)
Environmental Compliance

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Nov 22 2022

Schedule 3.04(D)
Violations

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Nov 22 2022

Schedule 3.04(E)
Hazardous Materials

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Nov 22 2022

Schedule 4.01(B)
Pending or Threatened Legal Actions

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Nov 22 2022

Schedule 4.01(C)
Default of Government Authorizations

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Nov 22 2022

Schedule 4.01(E)
Agreements Not in Good Standing and Defaults

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Schedule 4.01(H)
Conveyance of Fee Parcels

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Schedule 4.01(I)
Conveyance of Purchased Assets

Schedule 4.01(M)

Liabilities or Obligations of Seller Relating to the Purchased Assets

Schedule 4.01(N)
Notice of Violations from a Governmental Body

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/A

Exhibit A- Service Area

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Exhibit A- Service Area



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Exhibit A.1- Service Area

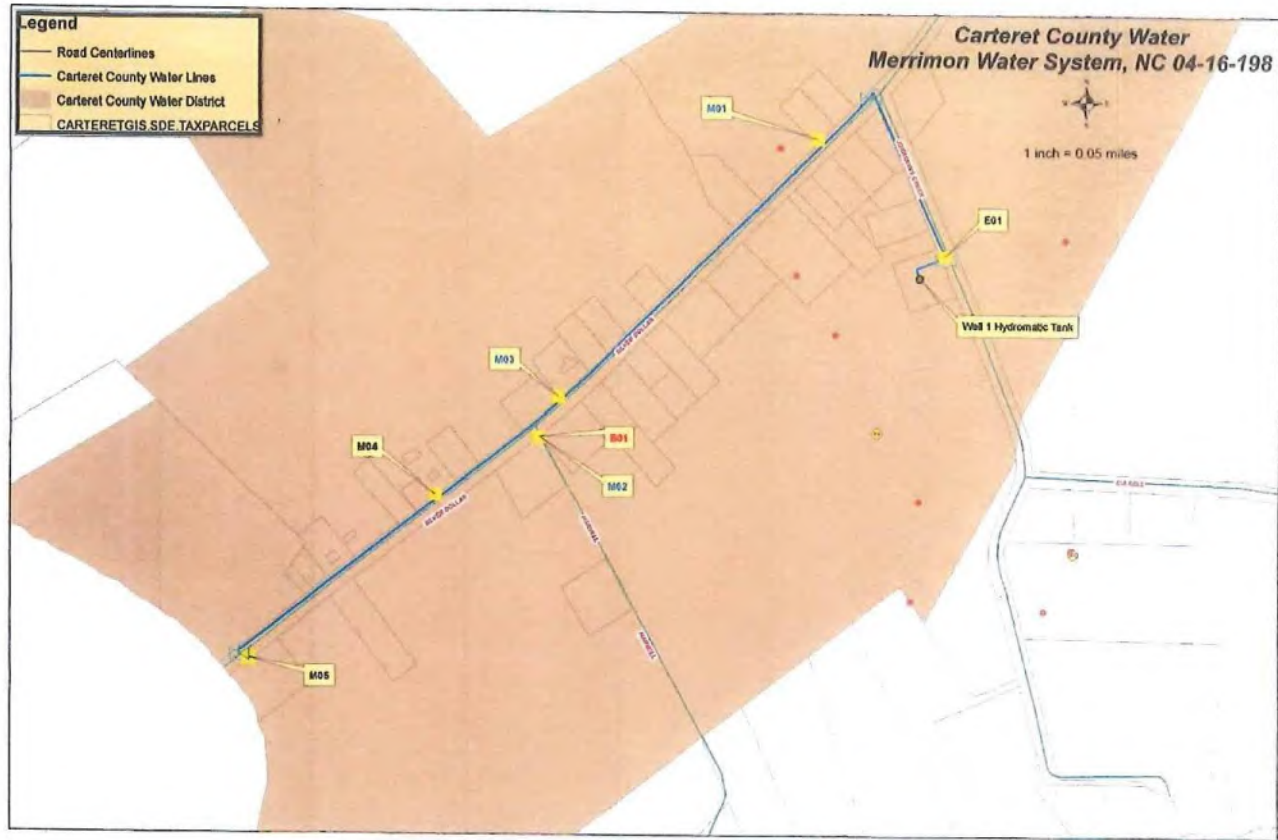


Exhibit B- Easements

Exhibit B- Easements

Tax Parcel Information:		Carteret County, N.C.	
Owner: JOEL HENRY DAVIS LTD PARTNSHP Current PIN: 730902953648000 Site Address: 1041 MERRIMON RD BEAUFORT Mailing Address: 4452 HWY 101 NEWPORT NC 28570 Legal Description: AC MERRIMON RD/NORTH RIVER COUNTY WELL SITE NO.2 Prior PIN: City Limits: Rescue District: BEAUFORT RESCUE Fire District: NORTH RIVER FIRE Tax District: 1176 Township: BEAUFORT Use: VACANT W/ XFOB			
Land Value: Bldg Value: Other Value: Total Value: Sale Price: Deeded Acres: 5.554 Plat Ref: / Deed Ref: 1384 / 209 Bedrooms: 0	NBHD: 110003 Bldg Htd Sq Ft: 240 Bldg Tot Sq Ft: 240 Year Built: 1990 Noise Level: AICUZ Zone: GIS Acres: 4.860 Roll Type: R Deed Date: 20110825 Bathrooms: 0	Printed June 23, 2021	

The information displayed by this website is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of this information are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. Carteret County assumes no legal responsibility for the information contained on this site. Carteret County does not guarantee that the data and map services will be available to users without interruption or error. Furthermore, Carteret County may modify or remove map services and access methods at will.

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STATE OF NORTH CAROLINA
COUNTY OF CARTERET

UTILITY EASEMENT

THIS AGREEMENT made this the 5th day of November,
1987, by and between JOEL H. DAVIS, JR. and wife, THELMA B.
DAVIS, of Carteret County, North Carolina hereinafter called
Grantors, and the COUNTY OF CARTERET, hereinafter called Grantee;

W I T N E S S E T H :

That for value received, in full payment of the rights and
privileges herein granted, Grantors hereby give, grant and convey
unto Grantee, its licensees, successors, and assigns a right and
easement over and across certain lands of the Grantors described
on Exhibit "A" hereto attached, which is by reference made a part
of this Agreement; said easement being for the purpose of
constructing public utilities to be used for the purpose of
establishing and providing water service including future
additions, replacements, or re-arrangements, or attachments
thereto, and including the right of Grantee to construct, operate
and maintain such utilities and other fixtures as might be
required for the proper use of said utilities to provide water
service; and the grantee shall also have the right to keep said
utilities, right-of-way, and facilities free from trees and
foilage.

The terms and conditions of this Easement are as follows:

1. That the premises shall be used only for the aforesaid
purposes, including the storage of equipment, the construction,
erection, and maintenance of water facilities, and all incidents

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NEWBERRY, DUNTER & ALFORD, P.A., ATTORNEYS-AT-LAW, P.O. DRAWER U, NEW BERN, NC 28550

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necessary and convenient to the full use of the right of easement.

2. That all equipment, structures, and appurtenances placed on the premises pursuant to the terms whereof shall be deemed trade or personal fixtures, and upon any termination of this right or easement, the party of the second part shall have the right and a reasonable time within which to remove all of its fixtures and equipment from the premises, in which case it will leave the premises in as good condition or better, as the same were in at the time of the granting of this Easement.

3. Grantee hereby agrees to pay rental in a sum equal to the ad valorem taxes due to Carteret County beginning with the calendar year in which this Utility Easement becomes effective and continuing for each year or any fraction thereof that this Utility Easement remains in effect; and the Grantee also agrees to pay as rental, for each year, or any fraction thereof, that this Agreement is in effect all other ad valorem taxes, assessments or other charges made for ad valorem taxes or improvements by any public authority upon the real estate herein described. The Grantors shall not be responsible for payment of any taxes or assessments upon any personal property placed upon or used in connection with the herein described real estate.

4. As a condition of this Utility Easement, and as an integral part thereof, Grantee agrees to improve and make useable the 60 foot road and the 60 foot "proposed road"

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delineated upon the survey map hereto attached as "Proposed Well Lot No. 2" and designated a part of "Tract II" and to continue to maintain and keep useable said roadway continuously during the existence of this Utility Easement. It is further agreed between the parties hereto that the Grantors, their heirs, contractees and assigns shall have the continued and uninterrupted use of said roadway during the existence of this Utility Easement.

5. As a further condition of this Utility Easement, the parties hereto agree that this Agreement includes only "Tract II" described and shown upon the map and legal description hereto attached; and that Grantee shall not pursue, during the existence of this Utility Easement, any involuntary acquisition of that certain "Tract I" which is described and delineated upon a map of the same entitled "Survey of Proposed Well Lot No. 1" upon a map of the same by McDavid Associates, Inc., dated December 8, 1986 and composed of 2.02 acres, more or less.

6. In the event that the use of the premises for the purposes aforesaid shall cease, then and in that event, this right or easement shall terminate permanently. Nevertheless, there shall be no termination of this right or easement unless such abandonment or failure to use the premises for the purposes herein set out shall continue for three (3) months after written notice by the parties of the first part setting forth that they intend to declare the right of easement abandoned for such nonuse.

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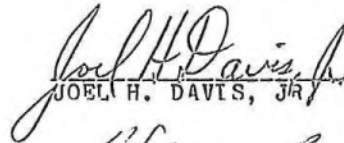
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Nov 22 2022

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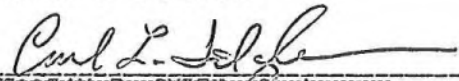
7. Upon any termination of the right or easement herein granted, the party of the second part shall have the right and a reasonable time within which to remove all of its equipment from the premises in which case it will leave the premises in as good shape and condition as the same were in at the commencement of this right or easement.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands and set their seals the day and year first above written.


 (SEAL)
JOEL H. DAVIS, JR.

 (SEAL)
THELMA B. DAVIS

COUNTY OF CARTERET

BY: 
CARL L. TILGHMAN, CHAIRMAN
Carl L. Tilghman, Chairman

ATTEST: (SEAL)

By: 
JOHN G. JONES, JR.
Clerk to the Board

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STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, Pamela P. Waller, a Notary Public of the County and State aforesaid, certify that JOEL H. DAVIS, JR. and wife, THELMA B. DAVIS, personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and notarial seal, this the 5th day of November, 1987.

Pamela P. Waller
NOTARY PUBLIC



My Commission Expires:

7-27-88

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, Lois M. Deese, a Notary Public, do hereby certify that JOHN G. JONES, JR. personally came before me this day and acknowledged that he is the Clerk to the Board of Commissioners of the County of Carteret, a body politic, and that by authority duly given and as the act of said Board of Commissioners, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by himself as its Clerk.

WITNESS my hand and notarial seal, this the 21st day of May, 1987/1990.

Lois M. Deese (SEAL)
NOTARY PUBLIC

My Commission Expires:

2/2/91



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Tract II *Exhibit "A"*

Lying and being in Beaufort Township, Carteret County, North Carolina, and more particularly described as follows:

Beginning at a point which can be found by proceeding from the intersections of the centerlines of N. C. State Road 1300 and N. C. State Road 1163; then proceeding along the centerline of N. C. State Road 1300 South 13-30 East 536.3 feet to a point in the centerline of N. C. State Road 1300; then proceeding South 76-30 West 290 feet to a point; then proceeding North 13-30 West 100 feet to a one and one-fourth (1 1/4) inch iron pipe, the POINT AND PLACE OF BEGINNING; then proceeding South 76-30 West 235.47 feet to a one and one-fourth (1 1/4) inch iron pipe set in a ditch; then proceeding South 10-10-19 East 200.338 feet along the centerline of a ditch to a one and one-fourth (1 1/4) inch iron pipe set in the centerline of the ditch; then proceeding North 76-30 East 247.1 feet to a one and one-fourth (1 1/4) inch iron pipe; then proceeding North 13-30 West 200 feet to a one and one-fourth (1 1/4) inch iron pipe the point and place of beginning.

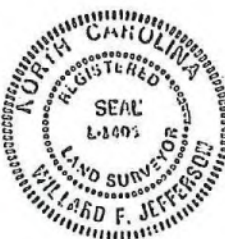
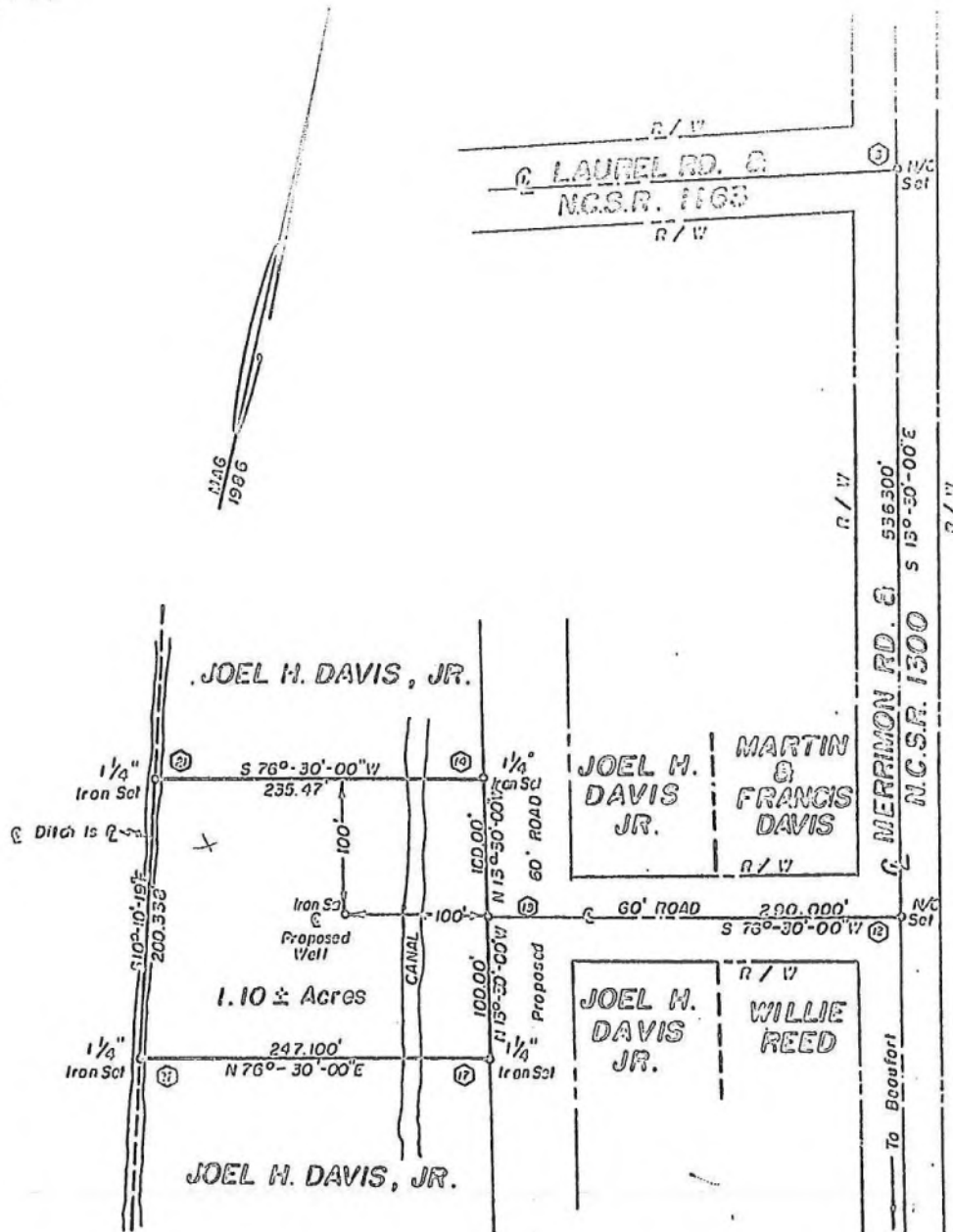
Grantor also conveys to Grantee a nonexclusive access easement to the aforementioned property as described below:

Lying and being in Beaufort Township, Carteret County, North Carolina, and beginning at a point which can be found by proceeding from the intersections of the centerlines of N. C. State Road 1163 and N. C. State Road 1300; then proceeding South 13-30 East 506.3 feet to a point in the centerline of State Road 1300; then proceeding South 76-30 West 30 feet to a point in the western right-of-way line of N. C. State Road 1300, the point and place of beginning; then proceeding South 76-30 West 260 feet to a point in the eastern line of that 1.1 acre tract described above; then proceeding South 13-30 East 60 feet to a point in the eastern line of said property; then proceeding North 76-30 East 260 feet to a point in the western right-of-way line of N. C. State Road 1300; then proceeding in a northerly direction along the western right-of-way line of State Road 1300 South 13-30 East 60 feet to the point and place of beginning.

For more accurate description of the aforementioned tract of land and the access easement refer to that map prepared by McDavid Associates, Inc. entitled "Proposed Well Lot No. 2", Carteret County Water System (The Joel Davis Site) dated December 8, 1986, said map attached hereto and made a part hereof. Marked Exhibit B.

038/058/D11

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PROPOSED WELL LOT NO. 2
CARTERET COUNTY
WATER SYSTEM
"The Joel Davis Site"

CERTIFY -

Beaufort Twp.,
December 8, 1986

Carteret Co., N.C.
Scale: 1"=100'

THAT THIS SURVEY WAS
MADE BY JIM MARTIN
UNDER MY SUPERVISION AND
DIRECTION AND IS TRUE TO
THE BEST OF MY KNOWLEDGE
AND BELIEF.



McDAVID ASSOCIATES, INC.

Engineers • Planners • Land Surveyors

Farmville, N.C. • Goldsboro, N.C.

Wilmington, N.C.

Willard F. Jefferson BOOK 636
WILLARD F. JEFFERSON, N.C.R.L.S. L-1405

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Drawn by, S.J. Fisher

Job No. 477C

NORTH CAROLINA
CARTERET COUNTY

DRAWN BY: HENDERSON, BAXTER & DAVIDSON
P. O. DRAWER U
NEW BERN, NORTH CAROLINA

*Pl 2. 10/1/2 A
New Bern, N.C.*

THIS DEED, made this the 25th day of December, 1976,
by and between MARY E. DAVIS, Single, of Orange County, North
Carolina, party of the first part, to JOEL HENRY DAVIS, JR., and
wife, THELMA B. DAVIS of Carteret County, North Carolina, parties
of the second part;

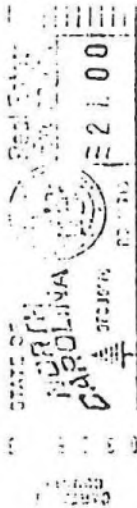
WITNESSETH:

That the said party of the first part, for and in considera-
tion of the sum of TEN (\$10.00) Dollars and other good and valuable
considerations to her paid by the said parties of the second
part, the receipt of which is hereby acknowledged, has bargained
and sold and by these presents does bargain, sell and convey unto
the parties of the second part, and their heirs, all her one-half
undivided interest, in the following described property, to wit:

1. Those certain tracts or parcels of land
in Harlowe Township, Carteret County, North Carolina,
north of North Carolina Highway #101 and east of the
Harlowe-Clubfoot Canal, and being more particularly
described as follows: BEGINNING at a point in the
center of the Harlowe-Clubfoot Canal on the northern
right of way of N. C. Highway #101; thence eastwardly
with the northern right of way line of N. C. Highway
101 to Yellow Hill Run; thence up, northwardly, with
Yellow Hill Run to the southern line of the property
previously owned by Mrs. A. N. Bell (the Wm. N. Bell
land); thence with a line common to the Mrs. A. N.
Bell tract and the Harry T. Davis tract and a ditch North
76° East (magnetic 1960) 14 poles to an intersection of
a ditch; thence with a line common to the Mrs. A. N.
Bell and Harry T. Davis tracts North 51° East (magnetic
1960) 63 poles to an iron buggy axle; thence with the
Arthur Mabson patent line which is common to the Mrs.
A. N. Bell tract, Harry T. Davis tract and the W. P.
Freeman tract North 41° West (magnetic 1960) 63 poles
to the northeast corner of the W. P. Freeman tract, a
corner common to the International Paper Company;
thence along and with the center of a ditch and with the
north line of the W. P. Freeman tract which is common to
the International Paper Company and W. G. Temple tracts
North 83° 45' West (magnetic 1960) 296 poles to the
center of the Harlowe-Clubfoot Canal; thence with the
center of the said Canal southeastwardly to the point
of beginning, containing 291 acres, more or less.

For further reference see deed to Mary E. Davis and
Joel Henry Davis, Jr., from Mary D. Davis (Tract 1)
recorded in Book 332, Page 484, Carteret County Registry.

2. That certain tract or parcel of land lying in
Harlowe Township, Carteret County, North Carolina,
on the east side of the Harlowe-Clubfoot Canal, north
of N. C. Highway 101, and east of and adjacent to the
above described tract, being more particularly described



Book 392

Page 407

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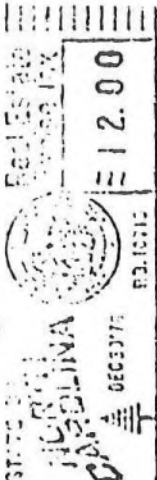
as follows: BEGINNING on the north right of way of N. C. Highway 101 at Yellow Hill run; thence with the Highway 101 right of way North 87° East 16 poles; thence North 84° East 10 poles to an iron stake in the Highway right of way, the southwest corner of Mrs. A. N. Bell land; thence with the west line of Mrs. A. N. Bell North 6° West 17.88 poles; thence with the north line of Mrs. A. N. Bell North 84° East 17.88 poles; thence with the east line of Mrs. A. N. Bell, South 6° East 17.88 poles to the north line of N. C. Highway 101 right of way; thence with same North 84° East 25.12 poles to a stake in the north right-of way of Highway 101, George W. Ball's southwest corner; thence with a line common to George W. Ball land North 7° East 219 poles to the Bank's Patent line (now International Paper Co.); thence with same North 89° 30' West 54 poles to the Arthur Mabson patent line; thence with the Arthur Mabson patent line South 42° 30' East 55 poles to an iron buggy axle; thence South 49° 30' West 63 poles to an intersection at a ditch; thence South 75° West 14 poles with a ditch to Yellow Hill Run; thence with the various courses of Yellow Hill Run; a southerly course to the beginning, containing 78 acres more or less.

For further reference see deed to Mary E. Davis and Joel Henry Davis, Jr., from Mary D. Davis (Tract 2) recorded in Book 332, at Page 484, Carteret County Registry.

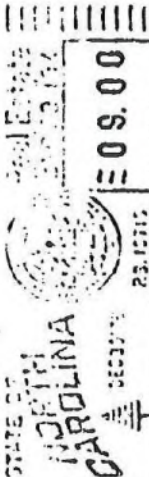
3. That certain tract or parcel of land in Harlowe Township, Carteret County, east side of Harlowe Creek, bounded on the south and west by Croatan National Forest, and the north by the heirs of W. W. Chadwick, being more particularly described as follows: BEGINNING at a stake on the west side of Harlowe Creek at the Canal's water edge; thence North 87° 30' West across the marsh along a stake fence to a lightwood stake with three chops at the edge of the marsh; thence North 87° 30' West along a marked line 100 poles to a stake witnessed by two marked pines; thence North 2° 30' East 60 poles to a stake; thence North 77° 30' West 32 poles to the east right of way line of N. C. Highway #1155; thence with the east line of said Highway right of way South 16° 30' West 119 poles to a stake; thence North 77° 30' West across Highway #1155 80 poles to Croatan National Forest land; thence with Croatan National Forest line South 8° West 10 poles to a post, a corner common with Croatan National Forest; thence with Croatan National Forest line South 89° East 259 poles to a stake at the edge of the marsh; thence with Croatan National Forest line South 89° East across the marsh to a stake at the Harlowe Creek Canal waters' edge; thence with the various courses of the waters' edge northwardly to the point of beginning containing 93 acres, more or less.

SUBJECT to a highway right of way across the property for N. C. Highway #1155.

For further reference see deed to Mary E. Davis and Joel Henry Davis, Jr., from Mary D. Davis (Tract 2) recorded in Book 338, Page 242, Carteret County Registry.



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4. That certain parcel or tract of land in Harlowe Township, Carteret County, North Carolina west of Harlowe Canal and west of N. C. Highway #101, being more particularly described as follows:

BEGINNING at the northeast corner of a tract of land conveyed to C. J. Taylor by Joseph E. Fodrie by deed recorded in Book 94, Page 270, and again conveyed to C. J. Taylor by J. F. Duncan, Commissioner, by deed recorded in Book 100, Page 250; thence North 3° 30' East to the west right-of-way line of N. C. Hwy. #101; thence with the west right-of-way line of Hwy. #101 northwestwardly to the southeast corner of Carey Temple land; thence South 79° West 232.1 feet to a corner; thence with the west line of Temple, Harlowe-Oak Grove Parsonage and Motes property North 16° West 400 feet to the southeast corner of Vincent E. Becton land; thence with the Becton line North 81° West 4 poles to Becton's corner; thence with the Becton line South 65° West to an iron stake between two pines at the southwest corner of the Becton Field (1951); thence continuing with the Becton line South 65° West 422 feet to an iron stake; thence North 20° West to the main run of Shackling Branch; thence westwardly with Shackling Branch to a stake in the Croatan National Forest line common to C. J. Taylor land; thence with the Croatan National Forest line the following courses and distances; South 48° 00' East 10.87 chains to standard concrete monument No. 879 (1935); South 50° 30' West 18.00 chains to a stake; South 50° 30' West 33.90 chains to a stake, the northwest corner of Tract No. 8 of deed to Mary D. Davis, recorded in Book 333, at Page 327, Carteret County Registry; thence with the north line of said Tract No. 8 reversed South 89° East to the west line of a C. J. Taylor tract; thence with the west line of the C. J. Taylor Tract North 53° 30' East 58 poles to a stake; the northwest corner of the C. J. Taylor Tract; thence South 89° East with the north line of the C. J. Taylor Tract 4,389.5 feet to a stake (said point being North 89° West 181 feet from the point of beginning); thence South 3° 30' West 120 feet to a stake in the edge of a woods road; thence South 89° East 181 feet to a stake, the northwest corner of the Lewis Willis land; thence North 3° 30' East 120 feet to the point of beginning, containing 136 acres, more or less.

For further reference see deeds to Mary E. Davis Joel Henry Davis, Jr., Janet Elizabeth Davis and Betsy Jean Davis from Mary D. Davis recorded in Book 357, Page 467, and Book 362, Page 99, Carteret County Registry.

5. That certain tract or parcel of land lying in Harlowe Township, Carteret County, North Carolina, on the west side of the Harlowe-Clubfoot Canal and east side of N. C. Highway #101, being more particularly described as follows:



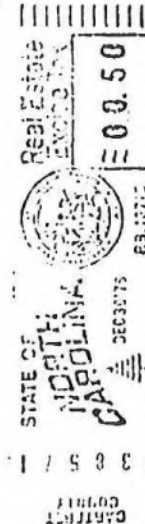
BEGINNING on the east right of way of N. C. Highway #101 and the southwest corner of a tract conveyed to Joel H. Davis, Jr. by deed recorded in Book 244, Page 549, Carteret County Registry; thence North 63° East 200 feet to a stake; thence North 30° West 100 feet to the southern boundary of a Joel H. Davis, Jr., tract (formerly the property of Derle and Margaret E. Barton); thence North 63° East 448 feet to a stake; thence South 28° East 109 feet to a stake; thence North 60° East 330 feet to the center of the Harlowe-Clubfoot Canal; thence southeastwardly with the center of said Canal to the northeast corner of the Gordon S. Becton tract (his homeplace); thence with a ditch common to the Gordon S. Becton tract westwardly to the east right of way N. C. Highway #101; thence with the east right of way of N. C. #101 to the point of beginning, containing 38 acres, more or less.

For further reference see deed to Mary E. Davis and Joel Henry Davis, Jr., from Mary D. Davis (Tract 2) recorded in Book 343, Page 387, Carteret County Registry.

6. That certain tract or parcel of land lying in Harlowe Township, Carteret County, N. C., east of the Harlowe-Clubfoot Canal and south of N. C. Highway #101, and being particularly described as follows: BEGINNING at a stake in the middle of the ditch of Michael's Branch, this being the northwest corner of a tract of land conveyed by A. N. and Pearl Bell to S. S. Connor by deed recorded in Book 60, Page 83, February 21, 1928; thence with the north line of said tract South 68° East 783 feet to the Hardesty-Gibble division line, a stake in the center of a ditch; thence North 35° 30' East with the Hardesty-Gibble division line 1235 feet to the New Bern-Beaufort Highway (State Highway #101); thence South 85° West with the edge of the highway right of way 1405 feet to the middle of the ditch of Michael's Branch; thence with the ditch of Michael's Branch a southerly course to the point of beginning, containing 20 acres, more or less. SAVING AND EXCEPTING from the above one acre conveyed by Mrs. A. N. Bell to Joe and Edna Earl Small on May 23, 1959, by deed recorded in Book 174, Page 554, Carteret County Registry.

For further reference see deed to Mary E. Davis and Joel Henry Davis, Jr. from Mary D. Davis (Tract #1) recorded in Book 343, Page 387, Carteret County Registry.

7. That certain tract or parcel of land, Harlowe Township, Carteret County, on the east side of Harlowe Creek, south side of N. C. Highway #101, BEGINNING on the south right of way of Highway #101 at waters' edge of Harlowe Creek; thence eastwardly with right of way of Highway #101 to Yellow Hill Run; thence southwardly with various courses of Yellow Hill Run to waters' edge of Harlowe Creek; thence with various courses of main Harlowe Creek to point of beginning, containing 25 acres, more or less. SUBJECT to one acre on south side of Highway #101 conveyed to Harlowe Methodist Church by deeds recorded in Book 5 Page 199, and Book 6, Page 36, Carteret County Registry, and one acre on south side of Highway #101 immediately west of the Methodist Church lot conveyed to Carteret County by deed recorded in Book 95, Page 8, Carteret County Registry and a certain tract of 2.7 acres on the south side of Highway #101 immediately south and west of the Methodist Church lots conveyed to the Trustees at the Harlowe United Methodist Church and recorded in Book 338, Page 279, Carteret County Registry.



For further reference see deed to Mary E. Davis and Joel Henry Davis, Jr., from Mary D. Davis (Tract 6) recorded in Book 343, Page 387, Carteret County Registry.

8. That certain tract or parcel of land lying in Harlowe Township, North Carolina bounded on South by N. C. Highway #101 between Harlowe Creek and Core Creek and on the north, east and west by International Paper Company, being more particularly described as follows: BEGINNING at an iron (R/R) stake in the north right of way line of N. C. Highway # 101, 60 feet right of way which said stake is located the following distances and courses from a concrete monument set in the George Ball (deceased) line; South 2° 10' East 7.75 feet to north right of way line of N. C. Highway #101; thence with right of way line North 87° 50' East 1228.0 feet to the point of beginning; thence North 42° 55' East with the International Paper Company line (Alberta Dickinson tract) 1,333.5 feet to an iron pipe; thence South 13° 13' East with the International Paper Company line (Lou Bell tract) 958.5 feet to an iron stake in the north right of way line of N. C. Highway #101; thence with the north right of way of N. C. Highway #101; South 87° 50' West 1126.0 feet to the point of beginning, containing 12 acres, more or less.

For further reference see deed to Joel H. Davis from Earl Campen and wife, Maderia Campen (Tract #1) recorded in Book 142, Page 337, Carteret County Registry and Will of Joel H. Davis recorded in Will Book 70E, Page 96, Carteret County Clerk of Court.

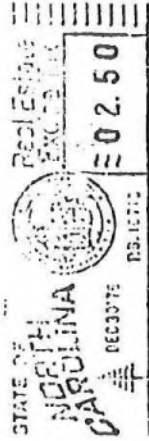
9. That certain tract or parcel of land lying in Harlowe Township, North Carolina south of N. C. Highway #101, between Harlowe Creek and Core Creek being more particularly described as follows:

BEGINNING at a concrete monument on the south line of N. C. Highway #101, being the northwest corner of Elsie Irene Chadwick tract, and runs with her west line South 35° 00' West 546 feet to a concrete monument, Elsie Irene Chadwick's southwest corner; thence North 62° 00' West 270 feet to a concrete monument in A. N. Bell's line; thence with A. N. Bell's line North 36° 15' East 332 feet to a concrete monument in the south line of N. C. Highway No. 101; thence with the south line of said highway North 83° 30' East 348 feet to the beginning, containing three (3) acres, more or less.

For further reference see deed to Joel H. Davis from Winnie Street Johnson and husband J. S. Johnson recorded in Book 117, Page 247, Carteret County Registry and Will of Joel H. Davis recorded in Will Book 70E, Page 96, Carteret County Clerk of Court.

10. That certain tract or parcel of land lying in Harlowe Township, North Carolina South of N. C. Highway #101 between Harlowe Creek and Core Creek being more particularly described as follows:

BEGINNING at a concrete monument in the south line of N. C. Highway No. 101, being the northwest corner of Revulla L. Motes and Pharis Irvin Motes, and runs with said Motes west line South 34° 15' West 765 feet to said



Motes southwest corner; thence North 62° 00' West 270 feet to a concrete monument; thence North 35° 00' East 546 feet to a concrete monument in the south line of N. C. Highway #101; thence with the south line of said highway North 83° 30' East 348 feet to the beginning, containing four (4) acres, more or less.

For further reference see deed to Joel H. Davis from Elsie Irene Chadwick recorded in Book 118, Page 415, Carteret County Registry and Will of Joel H. Davis, recorded in Will Book 70E, Page 96, Carteret County Registry.

11. That certain tract or parcel of land in Morehead Township, Carteret County, North Carolina on the south side of Newport River and being more particularly described as follows:

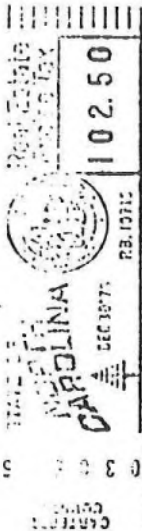
BEGINNING at a concrete monument in the marsh near the waters' edge of Newport River said monument being the northwest corner of the Country Club property; thence South 17° 30' West, with the Country Club's west boundary 2,046 feet to an iron stake the northeast corner of Country Club Heights - No. 2; thence with Country Club Heights - No. 2; South 76° 0' West 373.2 feet to an iron stake; thence with the northern boundary of Country Club Heights No. 2 North 80° 31' West 2,147.1 feet to an iron stake the Northwest corner of Country Club Heights - No. 2 and a corner in the eastern line of Hedrick Estates; thence with the eastern boundary of Hedrick Estates North 16° 43' East 2,046 feet to the waters' edge of Newport River thence with the waters' edge of Newport River eastwardly to the point of beginning containing 159 acres more or less.

Saving and excepting from the conveyance of the above described tract, however, that lot or parcel of 0.28 acres more or less previously conveyed to Joel Henry Davis, Jr., and wife, Thelma B. Davis and recorded in Book 381, Page 278, Carteret County Registry.

For further reference see tract No. 4 of deed to J. H. Davis from Laura C. Hamlin and husband H. H. Hamlin, Sally Shelton, widow and Fannie Rhodes and husband P. R. Rhodes recorded in Book 12, at Page 493, Carteret County Registry.

12. That certain tract or parcel of land in Beaufort Township, Carteret County, North Carolina being part of lands owned by Phillips & Co. and being more particularly described as follows:

BEGINNING at a point in the west line of the Beaufort-Merrimon road in the center of the Laurel Road leading from the Beaufort-Merrimon Road to State Highway No. 101 thence with the Laurel Road (Pritchard's line) South 85° 30' West 469 feet to a point in the center of the road where the ditch culvert crosses the road (Willie Pritchard's southwest corner); thence with David Felton line South 12° 30' East 1184 feet to a gum tree (Johnnie Murray corner); thence with Murray's line North 74° East 547 feet to an iron stake on the west side of the Beaufort-Merrimon Road; thence with the west line of said road North 16° 30' West 1087 feet to the beginning, containing 6 acres, more or less.



Saving and excepting those lots or parcels of this tract previously conveyed by deeds appearing of record.

For further reference see deed to Joel H. Davis from Earl Campen and wife, Maderia Campen recorded in Book 142, Page 337, Carteret County Registry.

13. That certain tract or parcel of land in Beaufort Township, Carteret County, North Carolina adjoining the lands of S. B. Wilkins and being part of the Thomas Collins Estate and being more particularly described as follows:

BEGINNING at an iron pipe on the north side of the Laurel Road on the wooded side of the ditch bank and at the end of the grown-up field, said point being the southeast corner of the property of J. T. Norris' heirs; thence with the Laurel Road eastwardly 907 feet to I. N. Moore's corner also a cross ditch; thence with I. N. Moore's line and the ditch northwardly to S. B. Wilkin's line; thence westwardly with S. B. Wilkins' line to the J. T. Norris heirs' line; thence southwardly with said Norris line 634 feet to the point of beginning, containing 13.33 acres more or less.

For further reference see deed to Joel H. Davis from Earl Campen and wife, Maderia Campen (Tract No. 3) recorded in Book 142, Page 337, Carteret County Registry.

14. That certain tract or parcel of land in Beaufort Township, Carteret County, North Carolina on the west side of North River, the west side of Beaufort-Merrimon Road and at the head of Otter Creek and being more particularly described as follows:

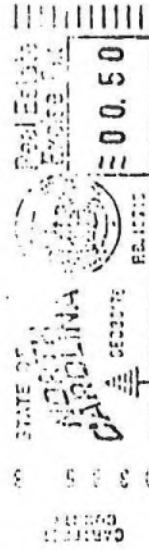
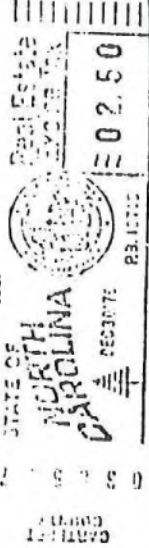
BEGINNING at Fulford's corner, a gum tree, thence South 84° West 1402.5 feet; thence North 6° West 825 feet to Lewis line; thence with Lewis line South 65° East 1,468.5 feet to Fulford's line; thence with Fulford's line South to the beginning containing 15 acres, more or less.

Savings and excepting from the conveyance of the above described tract, however, that lot or parcel of 1.5 acres conveyed by J. H. Davis to Elisha Murrel recorded in Book 90, Page 64, Carteret County Registry.

For further reference see deed to J. Henry Davis from James and Mary Barrington recorded in Book DD, Page 587, and deed to J. H. Davis from Laura C. Hamlin and husband H. H. Hamlin, Sally Shelton, widow, and Fannie Rhodes and husband P. R. Rhodes recorded in Book 12, Page 493, Carteret County Registry.

15. That certain tract or parcel of land in Beaufort Township, Carteret County, North Carolina, in North River on the east side of the westward channel and being more particularly described as follows:

BEGINNING at the westward mouth of Cesar's Creek; thence the various courses and with the channel North 31° West 28 poles; thence North 52° West 30 poles; thence North 70° West 34 poles; thence North 38° West 18 poles; thence North 19° 30' West 26 poles; thence South 84° 30' East 31 poles; thence South 21° 30' East 41 poles; thence South



70° East 16 poles; thence North 59° East 19 poles; thence South 30° East 56 poles to Cesar's Creek thence southwest with the Cesar's Creek to the beginning, containing 15 acres, more or less.

For further reference see deed to J. H. Davis, Jr. from J. H. Davis and Laura D. Carson recorded in Book 14, Page 229, Carteret County Registry.

16. That certain tract or parcel of land in Beaufort Township, Carteret County, North Carolina on the west side of North River and the East side of the Beaufort-Merrimon Road and being more particularly described as follows: BEGINNING at the mouth of Russel's Creek; thence South 65° West with Russell's Creek to North River Road; thence with North River Road South 75 poles to the line of T. D. Noe; thence with Noe's line North 66° East 158 poles to North River; thence with the various courses of North River, northwardly to the beginning containing 68 acres, more or less.

For further reference see deed to J. H. Davis from Laura C. Hamlin and husband H. H. Hamlin, Sallie D. Shelton, widow, and Fannie Rhodes and husband P. R. Rhodes recorded in Book 12, Page 493, Carteret County Registry.

17. Those certain lots, tracts or parcels of land in Beaufort and Merrimon Townships, Carteret County, North Carolina conveyed as part of Tract No. 3 in deed to J. H. Davis from Laura C. Hamlin and husband H. H. Hamlin, Sallie Davis Shelton, widow, and Fannie Rhodes and husband P. R. Rhodes recorded in Book 12, Page 493, which are north of an east-west line through a point at the four mile post on the North River Road from Beaufort, Carteret County, North Carolina.

TO HAVE AND TO HOLD the one-half undivided interest in the aforesaid tracts or parcels of land and all privileges and appurtenances thereto belonging to the said Joel Henry Davis, Jr., and wife, Thelma B. Davis, their heirs and assigns, in fee simple, forever.

And the said party of the first part for herself and her heirs, executors and administrators, covenants with said parties of the second part, their heirs and assigns, that she is seized of her one-half undivided interest in the said premises in fee and has the right to convey the same in fee simple, that the same are free and clear from all encumbrances, and that she will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

Real Estate
EXCISE TAX
\$01.50



STATE OF
NORTH
CAROLINA
RECORDS
DECEMBER 7, 1922

6 8 8 2 8 0

CARTERET
COUNTY

Real Estate
EXCISE TAX
\$00.50



STATE OF
NORTH
CAROLINA
RECORDS
DECEMBER 7, 1922

1 8 8 2 8 0

CARTERET
COUNTY

IN WITNESS WHEREOF, the party of the first part hereunto
set her hand and seal, this the day and year first above written.

Mary E. Davis (SEAL)
MARY E. DAVIS

NORTH CAROLINA

Carteret COUNTY

I, MARY W. Mason a Notary Public in and for the County
and State, do hereby certify that Mary E. Davis personally appeared
before me this day and acknowledged the due execution of the foregoing
instrument for the purposes therein expressed.

Witness my hand and notarial seal, this the 27 day of
December, 1976.

Mary W. Mason
NOTARY PUBLIC

My Commission expires:

1-7-79

NORTH CAROLINA

CARTERET COUNTY

The foregoing certificate of Mary W. Mason
a Notary Public of Carteret County, North Carolina is certified
to be correct. This instrument was presented for registration
this day and hour, and duly recorded in the Office of the Register
of Deeds of Carteret County, North Carolina, in Book 342 at Page
407

This 30 day of October, 1976 at 9:00 o'clock
A.M.

Theresa Nolt
REGISTER OF DEEDS

William P. Pinner
ASSISTANT REGISTER OF DEEDS

OFFICIAL COPY

Nov 22 2022

NORTH CAROLINA

CARTERET COUNTY

DEED OF BASEMENT

THIS DEED OF EASEMENT dated this 26 day of June, 2005 by and between James Bell, party of the first part, herein after referred to as "Owner"; and **CARTERET COUNTY, A BODY POLITIC**, parties of the second part, having an address of Courthouse Square, Beaufort, NC 28516, herein after referred to as "County".

WITNESSETH:

That whereas, Owner owns certain property in Harlowe Township, in the community of Mill Creek and whereas they have communicated with the County that they will allow County to install water lines on or about their property so as to provide water service to certain areas in the community of Mill Creek.

That whereas, County is desirous of providing said water service, however, it is necessary for the County to obtain an easement from Owner for the installing of water lines and having an easement for maintenance thereof, and;

That whereas Owner is one of the property owners as shown on that Map entitled "Plat No. 2, Division for Allen Graham Heirs" dated February 16, 1990, recorded in Map Book 28, Page 96 of the Carteret County Registry, and;

That Owner represents and warrants the County that it is an owner of a part or parcel of land, which is shown on said map and that Owner owns property which abuts Hammocks Landing Road and or the existing soil road which leads from Hammocks Landing Road to the west.

That Owner does hereby grant a perpetual easement to County for the installation of a water line as it would adjoin Hammocks Landing Road and the existing soil road, also known as Seashore Lane, which runs to the west from Hammocks Landing Road and is bounded on the north by Lots 4, 5 and Currier property in Book 314, Page 435, Carteret County Registry, and;

That Owner grants to County, the area necessary for the construction and installation of said water line and the placement of meters that will be used to serve the individual property owners who desire water service.

Therefore, in consideration of providing the service to Owner, said Owner does hereby grant, bargain, sell and convey a perpetual easement to County for the terms and conditions as herein above set forth. Said easement will be perpetual and be a burden on the property of owner.

TO HAVE AND TO HOLD said easement being perpetual and to run with the land that is now owned by Owner.

IN WITNESS WHEREOF, said Owner has hereunto set its hand and seal this day and year first above written.

James Bell (SEAL)
____ (SEAL)

NORTH CAROLINA
CARTERET COUNTY

I, Jessette S. Deese, Notary Public, do hereby certify that
James Bell personally appeared before me this day and acknowledged
the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 26 day of June, 2005.

Jessette S. Deese
Notary Public

My Commission Expires: 10-20-07

NORTH CAROLINA

CARTERET COUNTY

DEED OF EASEMENT

THIS DEED OF EASEMENT dated this 30 day of March, 2005 by and between Christell Owens Pope, party of the first part, herein after referred to as "Owner"; and CARTERET COUNTY, A BODY POLITIC, parties of the second part, having an address of Courthouse Square, Beaufort, NC 28516, herein after referred to as "County".

WITNESSETH:

That whereas, Owner owns certain property in Harlowe Township, in the community of Mill Creek and whereas they have communicated with the County that they will allow County to install water lines on or about their property so as to provide water service to certain areas in the community of Mill Creek.

That whereas, County is desirous of providing said water service, however, it is necessary for the County to obtain an easement from Owner for the installing of water lines and having an easement for maintenance thereof, and;

That whereas Owner is one of the property owners as shown on that Map entitled "Plat No. 2, Division for Allen Graham Heirs" dated February 16, 1990, recorded in Map Book 28, Page 96 of the Carteret County Registry, and;

That Owner represents and warrants the County that it is an owner of a part or parcel of land, which is shown on said map and that Owner owns property which abuts Hammocks Landing Road and or the existing soil road which leads from Hammocks Landing Road to the west.

That Owner does hereby grant a perpetual easement to County for the installation of a water line as it would adjoin Hammocks Landing Road and the existing soil road, also known as Seashore Lane, which runs to the west from Hammocks Landing Road and is bounded on the north by Lots 4, 5 and Currier property in Book 314, Page 435, Carteret County Registry, and;

That Owner grants to County, the area necessary for the construction and installation of said water line and the placement of meters that will be used to serve the individual property owners who desire water service.

Therefore, in consideration of providing the service to Owner, said Owner does hereby grant, bargain, sell and convey a perpetual easement to County for the terms and conditions as herein above set forth. Said easement will be perpetual and be a burden on the property of owner.

TO HAVE AND TO HOLD said easement being perpetual and to run with the land that is now owned by Owner.

IN WITNESS WHEREOF, said Owner has hereunto set its hand and seal this day and year first above written.

Elizabeth Owens Robinson (SEAL)

____ (SEAL)

NORTH CAROLINA
CARTERET COUNTY

I Jessette S. Duse, Notary Public, do hereby certify that Elizabeth Owens Robinson personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 30 day of ^{May} ~~March~~, 2005.

Jessette S. Duse
Notary Public

My Commission Expires: 10-20-07

NORTH CAROLINA

CARTERET COUNTY

DEED OF EASEMENT

THIS DEED OF EASEMENT dated this 5 day of ~~March~~ ^{June}, 2005 by and
between Robert G. Boyette, party of the first part, herein after referred to as "Owner";
and CARTERET COUNTY, A BODY POLITIC, parties of the second part, having an address
of Courthouse Square, Beaufort, NC 28516, herein after referred to as "County".

WITNESSETH:

That whereas, Owner owns certain property in Harlowe Township, in the community of
Mill Creek and whereas they have communicated with the County that they will allow County to
install water lines on or about their property so as to provide water service to certain areas in the
community of Mill Creek.

That whereas, County is desirous of providing said water service, however, it is necessary
for the County to obtain an easement from Owner for the installing of water lines and having an
easement for maintenance thereof, and;

That whereas Owner is one of the property owners as shown on that Map entitled "Plat
No. 2, Division for Allen Graham Heirs" dated February 16, 1990, recorded in Map Book 28,
Page 96 of the Carteret County Registry, and;

That Owner represents and warrants the County that it is an owner of a part or parcel of
land, which is shown on said map and that Owner owns property which abuts Hammocks
Landing Road and or the existing soil road which leads from Hammocks Landing Road to the
west.

That Owner does hereby grant a perpetual easement to County for the installation of a
water line as it would adjoin Hammocks Landing Road and the existing soil road, also known as
Seashore Lane, which runs to the west from Hammocks Landing Road and is bounded on the
north by Lots 4, 5 and Currier property in Book 314, Page 435, Carteret County Registry, and;

That Owner grants to County, the area necessary for the construction and installation of said water line and the placement of meters that will be used to serve the individual property owners who desire water service.

Therefore, in consideration of providing the service to Owner, said Owner does hereby grant, bargain, sell and convey a perpetual easement to County for the terms and conditions as herein above set forth. Said easement will be perpetual and be a burden on the property of owner.

TO HAVE AND TO HOLD said easement being perpetual and to run with the land that is now owned by Owner.

IN WITNESS WHEREOF, said Owner has hereunto set its hand and seal this day and year first above written.

Robert H. Bayette (SEAL)

Cecilia B. Bayette (SEAL)

NORTH CAROLINA
CARTERET COUNTY

I, Jessette S. Duse, Notary Public, do hereby certify that
Robert H. Bayette and Cecilia B. Bayette personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 5th day of June, 2005.

Jessette S. Duse
Notary Public

My Commission Expires: 10-20-07

NORTH CAROLINA

CARTERET COUNTY

DEED OF EASEMENT

THIS DEED OF EASEMENT dated this 5 day of June ~~March~~, 2005 by and between James Lilly, party of the first part, herein after referred to as "Owner"; and CARTERET COUNTY, A BODY POLITIC, parties of the second part, having an address of Courthouse Square, Beaufort, NC 28516, herein after referred to as "County".

WITNESSETH:

That whereas, Owner owns certain property in Harlowe Township, in the community of Mill Creek and whereas they have communicated with the County that they will allow County to install water lines on or about their property so as to provide water service to certain areas in the community of Mill Creek.

That whereas, County is desirous of providing said water service, however, it is necessary for the County to obtain an easement from Owner for the installing of water lines and having an easement for maintenance thereof, and;

That whereas Owner is one of the property owners as shown on that Map entitled "Plat No. 2, Division for Allen Graham Heirs" dated February 16, 1990, recorded in Map Book 28, Page 96 of the Carteret County Registry, and;

That Owner represents and warrants the County that it is an owner of a part or parcel of land, which is shown on said map and that Owner owns property which abuts Hammocks Landing Road and or the existing soil road which leads from Hammocks Landing Road to the west.

That Owner does hereby grant a perpetual easement to County for the installation of a water line as it would adjoin Hammocks Landing Road and the existing soil road, also known as Seashore Lane, which runs to the west from Hammocks Landing Road and is bounded on the north by Lots 4, 5 and Currier property in Book 314, Page 435, Carteret County Registry, and;

That Owner grants to County, the area necessary for the construction and installation of said water line and the placement of meters that will be used to serve the individual property owners who desire water service.

Therefore, in consideration of providing the service to Owner, said Owner does hereby grant, bargain, sell and convey a perpetual easement to County for the terms and conditions as herein above set forth. Said easement will be perpetual and be a burden on the property of owner.

TO HAVE AND TO HOLD said easement being perpetual and to run with the land that is now owned by Owner.

IN WITNESS WHEREOF, said Owner has hereunto set its hand and seal this day and year first above written.

James K. Lutz (SEAL)

Debra L. Lutz (SEAL)

NORTH CAROLINA
CARTERET COUNTY

I, Jennifer S. Davis, Notary Public, do hereby certify that
James K. Lutz personally appeared before me this day and acknowledged
the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 5th day of June, 2005.

Jennifer S. Davis
Notary Public

My Commission Expires: 10-20-07

NORTH CAROLINA

CARTERET COUNTY

DEED OF EASEMENT

THIS DEED OF EASEMENT dated this 30th day of ~~March~~ MAY, 2005 by and between Jessie Andrews, party of the first part, herein after referred to as "Owner"; and **CARTERET COUNTY, A BODY POLITIC**, parties of the second part, having an address of Courthouse Square, Beaufort, NC 28516, herein after referred to as "County".

WITNESSETH:

That whereas, Owner owns certain property in Harlowe Township; in the community of Mill Creek and whereas they have communicated with the County that they will allow County to install water lines on or about their property so as to provide water service to certain areas in the community of Mill Creek.

That whereas, County is desirous of providing said water service, however, it is necessary for the County to obtain an easement from Owner for the installing of water lines and having an easement for maintenance thereof, and;

That whereas Owner is one of the property owners as shown on that Map entitled "Plat No. 2, Division for Allen Graham Heirs" dated February 16, 1990, recorded in Map Book 28, Page 96 of the Carteret County Registry, and;

That Owner represents and warrants the County that it is an owner of a part or parcel of land, which is shown on said map and that Owner owns property which abuts Hammocks Landing Road and or the existing soil road which leads from Hammocks Landing Road to the west.

That Owner does hereby grant a perpetual easement to County for the installation of a water line as it would adjoin Hammocks Landing Road and the existing soil road, also known as Seashore Lane, which runs to the west from Hammocks Landing Road and is bounded on the north by Lots 4, 5 and Currier property in Book 314, Page 435, Carteret County Registry, and;

That Owner grants to County, the area necessary for the construction and installation of said water line and the placement of meters that will be used to serve the individual property owners who desire water service.

Therefore, in consideration of providing the service to Owner, said Owner does hereby grant, bargain, sell and convey a perpetual easement to County for the terms and conditions as herein above set forth. Said easement will be perpetual and be a burden on the property of owner.

TO HAVE AND TO HOLD said easement being perpetual and to run with the land that is now owned by Owner.

IN WITNESS WHEREOF, said Owner has hereunto set its hand and seal this day and year first above written.

Jessie Andrus (SEAL)

____ (SEAL)

NORTH CAROLINA
CARTERET COUNTY

I, Jessie S. Deane, Notary Public, do hereby certify that
Jessie Andrus personally appeared before me this day and acknowledged
the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 30th day of May 2005.

Jessie S. Deane
Notary Public

My Commission Expires: 10-20-07

NORTH CAROLINA

CARTERET COUNTY

DEED OF EASEMENT

THIS DEED OF EASEMENT dated this 30 day of March, 2005 by and between Jack H. Ballance, party of the first part, herein after referred to as "Owner"; and CARTERET COUNTY, A BODY POLITIC, parties of the second part, having an address of Courthouse Square, Beaufort, NC 28516, herein after referred to as "County".

WITNESSETH:

That whereas, Owner owns certain property in Harlowe Township, in the community of Mill Creek and whereas they have communicated with the County that they will allow County to install water lines on or about their property so as to provide water service to certain areas in the community of Mill Creek.

That whereas, County is desirous of providing said water service, however, it is necessary for the County to obtain an easement from Owner for the installing of water lines and having an easement for maintenance thereof, and;

That whereas Owner is one of the property owners as shown on that Map entitled "Plat No. 2, Division for Allen Graham Heirs" dated February 16, 1990, recorded in Map Book 28, Page 96 of the Carteret County Registry, and;

That Owner represents and warrants the County that it is an owner of a part or parcel of land, which is shown on said map and that Owner owns property which abuts Hammocks Landing Road and or the existing soil road which leads from Hammocks Landing Road to the west.

That Owner does hereby grant a perpetual easement to County for the installation of a water line as it would adjoin Hammocks Landing Road and the existing soil road, also known as Seashore Lane, which runs to the west from Hammocks Landing Road and is bounded on the north by Lots 4, 5 and Currier property in Book 314, Page 435, Carteret County Registry, and;

That Owner grants to County, the area necessary for the construction and installation of said water line and the placement of meters that will be used to serve the individual property owners who desire water service.

Therefore, in consideration of providing the service to Owner, said Owner does hereby grant, bargain, sell and convey a perpetual easement to County for the terms and conditions as herein above set forth. Said easement will be perpetual and be a burden on the property of owner.

TO HAVE AND TO HOLD said easement being perpetual and to run with the land that is now owned by Owner.

IN WITNESS WHEREOF, said Owner has hereunto set its hand and seal this day and year first above written.

Jack H. Ballance (SEAL)

_____(SEAL)

NORTH CAROLINA
CARTERET COUNTY

I, Jennifer S. Davis, Notary Public, do hereby certify that
Jack H. Ballance personally appeared before me this day and acknowledged
the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 30th day of March, 2005.

Jennifer S. Davis
Notary Public

My Commission Expires: 10-20-07

NORTH CAROLINA

CARTERET COUNTY

DEED OF EASEMENT

THIS DEED OF EASEMENT dated this 2 day of ^{5th} ~~March~~, 2005 by and between Richard Lalroix, party of the first part, herein after referred to as "Owner"; and **CARTERET COUNTY, A BODY POLITIC**, parties of the second part, having an address of Courthouse Square, Beaufort, NC 28516, herein after referred to as "County".

WITNESSETH:

That whereas, Owner owns certain property in Harlowe Township, in the community of Mill Creek and whereas they have communicated with the County that they will allow County to install water lines on or about their property so as to provide water service to certain areas in the community of Mill Creek.

That whereas, County is desirous of providing said water service, however, it is necessary for the County to obtain an easement from Owner for the installing of water lines and having an easement for maintenance thereof, and;

That whereas Owner is one of the property owners as shown on that Map entitled "Plat No. 2, Division for Allen Graham Heirs" dated February 16, 1990, recorded in Map Book 28, Page 96 of the Carteret County Registry, and;

That Owner represents and warrants the County that it is an owner of a part or parcel of land, which is shown on said map and that Owner owns property which abuts Hammocks Landing Road and or the existing soil road which leads from Hammocks Landing Road to the west.

That Owner does hereby grant a perpetual easement to County for the installation of a water line as it would adjoin Hammocks Landing Road and the existing soil road, also known as Seashore Lane, which runs to the west from Hammocks Landing Road and is bounded on the north by Lots 4, 5 and Currier property in Book 314, Page 435, Carteret County Registry, and;

That Owner grants to County, the area necessary for the construction and installation of said water line and the placement of meters that will be used to serve the individual property owners who desire water service.

Therefore, in consideration of providing the service to Owner, said Owner does hereby grant, bargain, sell and convey a perpetual easement to County for the terms and conditions as herein above set forth. Said easement will be perpetual and be a burden on the property of owner.

TO HAVE AND TO HOLD said easement being perpetual and to run with the land that is now owned by Owner.

IN WITNESS WHEREOF, said Owner has hereunto set its hand and seal this day and year first above written.

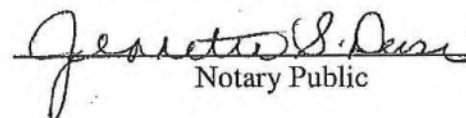
 (SEAL)

_____(SEAL)

NORTH CAROLINA
CARTERET COUNTY

I, Jessette S. Deane, Notary Public, do hereby certify that
Richard LaCroix personally appeared before me this day and acknowledged
the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 2nd day of June, 2005.


Notary Public

My Commission Expires: 10-20-07

J R. Wheatly



FILE # 1354468

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Joy Laurence, Register of Deeds
Carteret County, NC
Deputy, Registrar of Deeds

FOR REGISTRATION REGISTER OF DEEDS
Joy Laurence
Carteret County, NC
October 06, 2010 12:12:01
COUNTER DEED 5 P
FEE: \$0.00
NC REVENUE STAMP: \$100.00
FILE # 1354468

Prepared by C. R. Wheatly, III, Attorney, Beaufort, NC 28516

PARCEL ID NUMBER: 7307.04.62.4964 split

STAMPS \$100.00

NORTH CAROLINA
CARTERET COUNTY

DEED

THIS DEED, made this 6th day of October, 2010 by and between, Harry B. Taylor, widower, and Harry B. Taylor, Jr., widower, by and through his attorney in fact, Paul Jenkins and Taylor Farms Inc. whose address is 169 Taylor Farm Road, Beaufort, NC 28516, party of the first part, and County of Carteret, a Body Politic, of Carteret County, North Carolina, party of the second part, whose address is Courthouse Square, Beaufort, NC 28516;

WITNESSETH:

That said party of the first part does, in consideration of a valuable consideration, the receipt of which is hereby acknowledged, give, grant, bargain, sell and convey to parties of the second part, in fee simple, the following described tract or parcel of land lying and being in Beaufort Township, Carteret County and more particularly described as follows:

BOOK 1354 PAGE 468

(5)

Lying and being in Beaufort Township, Carteret County, North Carolina and beginning at a point which is described as being the following courses and distances from the northwestern corner of a 60' Courtney Access Strip, as shown in map, recorded in Map Book 24, Page 45, Carteret County Registry; said point also being described as having NCSPC'S: N372,686.318 E=2,706,038.500 NAD ' 83; running thence from said point N 00-34-00 W 20.09' to a point; thence from said point S 85-00-00 E 516.65' to a set iron pipe; thence from said point, and running with a ditch, N 14-31-37 W 444.70' to a set iron pipe, the POINT OR PLACE OR BEGINNING; running thence from said POINT OR PLACE OF BEGINNING N 15-53-08 W 210.08' to a point in the center of a ditch; thence N 69-31-46 E 216' to a set iron pipe; thence from said point S 13-25-59 E 211' to a set iron pipe in a ditch; thence S 69-31-48 W 206.94' to the POINT OR PLACE OF BEGINNING.

Said track containing 1.01 acres together with an easement for ingress, egress, regress and for the placement of waterlines to include installation and maintenance thereof, together with other utilities over said 20' easement, second party shall be responsible for restoring the property after construction and or maintenance to a condition that same existed prior to the construction and or maintenance of said easement, said 20' easement is more particularly described as follows:

Beginning at a point, which point is the northwestern corner of a 60' Courtney Access Strip, as shown in Map Book 24, Page 45, Carteret County Registry, said point of beginning have NCSPC'S: N=372,686.318 E=2,706,038.500; running thence from said POINT OR PLACE OF BEGINNING N 00-34 W 20.09' to a point; thence S 85-00 E 516.65' to set iron pipe; running thence from said point and running with a ditch N 14-31-37 W 444.70' to a set iron pipe; thence N 69-31-48 E 20.11' to a set iron pipe; thence S 14-31-37 E 453.87' to a point; thence continuing N 14-31-37 W 21.22' to a point in the northern boundary of the Courtney Easement, as shown in Map Book 24, Page 45, Carteret County Registry; running thence from said point N 85-00 W 543.02' to the POINT OR PLACE OF BEGINNING.

There is also conveyed an additional easement for ingress, egress and regress and for the placement and the installation of water lines, together maintenance thereof over the following described track or parcel; Second party will be responsible for restoring and or repairing said easement after construction and or maintenance to a condition that said easement existed prior to construction and or maintenance; said easement is more particularly described to wit:

Beginning at a point as described as bearing the following course and distance from the northwestern corner of the 60' Courtney Access Strip as shown in Map Book 25, Page 45, Carteret County Registry and running thence from

BOOK 1354 PAGE 468 .


said point N 85-00 W 543.02' to the POINT OR PLACE OF BEGINNING; running thence from said point N 14-31-37 W 21.22' to a point; thence S 85-00 E 186.32' to a point; thence S 85-00 E 1,689.27' to a corner; thence from said point S 09-28-14 W 20.06' to a found iron pipe, the northwestern corner of the Courtney 60' Access Strip as shown in Map Book 24, Page 45, Carteret County Registry; thence from said point N 85-00-00 W 1,674.76' to a point, as evidenced by a set iron pipe; thence from said point N 85-00 W 192.18' to the POINT OR PLACE OF BEGINNING.

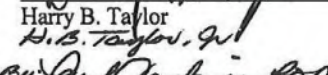
See map entitled, "Composite Map of Surveys for Carteret County, dated April 14, 2010, revised September 16, 2010, prepared by Powell Surveying Co., PA" which map is incorporated herein by reference.
This property does _____ or does not X include the primary residence of the Grantor. (NCGS § 105-317.2)

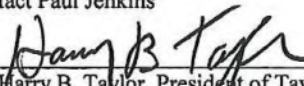
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the said party of the second part, in fee simple.

And said party of the first part does covenant with the party of the second part that he is seized of the said property and has the right to convey same in fee simple, and that he does warrant and defend the title to the said property against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, said party of the first part has hereunto set his hand and seal, the day and year first above written.

 (SEAL)
Harry B. Taylor

 (SEAL)
Harry B. Taylor, Jr. by and through his attorney in fact Paul Jenkins

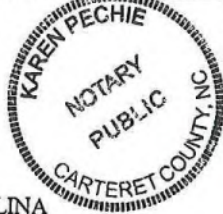
 (SEAL)
Harry B. Taylor, President of Taylor Farms Inc.

BOOK 1354 PAGE 468

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, Karen Pechie, Notary Public of the County and State aforesaid,
certify that Harry B. Taylor personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and notarial seal this 6th day of October, 2010.



Karen Pechie
Notary Public

My Commission Expires:
7-7-2012

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, a Notary Public for said County and State, do hereby certify that Paul Jenkins, Attorney in Fact
for Harry B. Taylor Jr., personally appeared before me this day, and being by me duly sworn, says
that he executed the foregoing and annexed instrument for and in behalf of the said Harry B.
Taylor Jr., and that his authority to execute and acknowledge said instrument is contained in an
instrument duly executed, acknowledged and recorded in Book 812, Page 704, in the Office of the
Register of Deeds, Carteret County, North Carolina, on the 12th day of December, 1997 and that
this instrument was executed under and by virtue of the authority given by said instrument granting
power of attorney.

I do further certify that the said Paul Jenkins acknowledged the due execution of the foregoing and
annexed instrument for the purposes therein expressed for and in behalf of the said Harry B. Taylor
Jr.

WITNESS my hand and official seal/stamp, this 6th day of October, 2010.

Karen Pechie
Notary Public

My Commission Expires: 7-7-2012



BOOK 1354 PAGE 468

NORTH CAROLINA
CARTERET COUNTY

I, a Notary Public of the County and State aforesaid, certify that Harry B. Taylor, personally came before me this day and acknowledged that he is President of Taylor Farms Inc., a North Carolina corporation, and that he as President, being authorized to do so executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 14th day of October, 2010.

Karen Pechie

Notary Public

My Commission Expires: 7-7-2012



BOOK 1354 PAGE 468

NORTH CAROLINA

CARTERET COUNTY

AGREEMENT

THIS AGREEMENT made and entered into this 20 day of January, 1999 by and between **JOEL HENRY DAVIS, JR. FAMILY LIMITED PARTNERSHIP**, of Carteret County, North Carolina, hereinafter referred to as "Parties of the First Part", and **THE COUNTY OF CARTERET**, a body politic, hereinafter referred to as "Party of the Second Part".

WITNESSETH:

That whereas Joel Henry Davis, Jr. and wife, Thelma B. Davis, have heretofore conveyed to Party of the Second Part a tract or parcel of land in Beaufort Township, Carteret County, North Carolina and described in Book 579, Page 148, Carteret County Registry.

That whereas there was further granted in said deed a non-exclusive easement for the purposes of ingress, egress and regress from State Road 1163 to the property as described in said deed.

That whereas Joel Henry Davis, Jr. and wife, Thelma B. Davis, have conveyed property subject to said easement to Joel Henry Davis Family Limited Partnership, Book 789, Page 670, Carteret County Registry.

That whereas Party of the Second Part now desires to put a gate across the easement as described in said deed in order to prevent trespassers going on or about the property of Party of the Second Part.

That whereas Parties of the First Part does hereby agree and grant unto Party of the Second Part the right and permission to place a gate on the easement where same adjoins the right of way of State Road 1163. By the granting to Party of the Second Part by Parties of the First Part the right to gate the easement area does not in any way limit the ability of Parties of the

-2-

First Part to utilize said easement area. Said easement will still be a non-exclusive easement to be used by Parties of the First Part, their heirs, successors, and assigns.

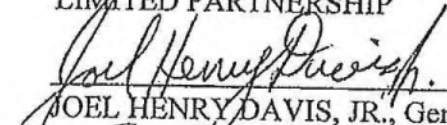
It is further agreed and understood that Party of the Second Part will give to Parties of the First Part keys to any locks that are placed on said gate so that Parties of the First Part shall be able to obtain access through said easement area wherever they wish. Nothing is to be construed in this right to gate and control access to the easement given by Parties of the First Part to Party of the Second Part that will in any way limit Parties of the First Part's right to use said easement.

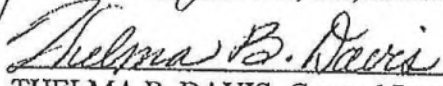
It is further agreed and understood that should Parties of the First Part, their heirs, successors, and assigns, no longer wish to have the area gated, then Party of the Second Part will remove same within thirty (30) days after notice by Parties of the First Part to Party of the Second Part if they wish said gate to be removed. The removal of said gate will be at the expense of Party of the Second Part.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this day and year first above written.

PARTIES OF THE FIRST PART:

JOEL HENRY DAVIS FAMILY
LIMITED PARTNERSHIP

 (SEAL)
JOEL HENRY DAVIS, JR., General Partner

 (SEAL)
THELMA B. DAVIS, General Partner

-3-

PARTY OF THE SECOND PART:

CARTERET COUNTY

By: Samuel C. Stoll

(SEAL)

ATTEST:

[Signature]

NORTH CAROLINA

CARTERET COUNTY

I, PEGGY C. BOURNE, Notary Public, do hereby certify that JOEL HENRY DAVIS, JR. and wife, THELMA B. DAVIS, personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and notarial seal, this 20th day of JANUARY, 1999.



Peggy C. Bourne
Notary Public

OFFICIAL COPY
Nov-22-2022

-4-

NORTH CAROLINA

CARTERET COUNTY

I, Jeanette S. Deese, Notary Public of the County and State aforesaid, certify that Robert Murphy, Clerk to the Board of Commissioners of Carteret County, personally came before me this day and acknowledged that he is the Clerk to the Board of Commissioners of Carteret County, and that by authority duly given, and as the act of the county, the foregoing instrument was signed in its name by Samuel C. Stoll, Chairman of the Board of Commissioners of Carteret County, sealed with its official seal and attested by him as Clerk to the Board of Commissioners of Carteret County.

Witness my hand and notarial seal, this the 4 day of February, 1999.

Jeanette S. Deese
Notary Public

My Commission Expires: 10-20-2002

\\carteret\davis\agreement.j.davis

OFFICIAL COPY
Nov 22 2022

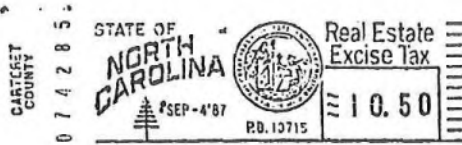
Exhibit D- Fee Parcels

Exhibit D- Fee Parcels

Tax Parcel Information:		Carteret County, N.C.	
Owner: CARTERET COUNTY WATER SYSTEM Current PIN: 740400621785000 Site Address: 150 JONAQUINS CREEK RD BEAUFORT Mailing Address:			
Legal Description: LOT SR 1317 M E REELS LAND CARTERET CO WATER SYSTEM Prior PIN: 1001100139 City Limits: Rescue District: SOUTH RIVER RESCUE Fire District: SRIVER/MERRIMON FIRE Tax District: 10 Township: MERRIMON Use: WATER (UTILITIES)			
Land Value: \$18,054 Bldg Value: \$3,329 Other Value: \$4,697 Total Value: \$26,080 Sale Price: \$0 Deeded Acres: 0.821 Plat Ref: / Deed Ref: 572 / 182 Bedrooms: 0			
NBHD: 100013 Bldg Htd Sq Ft: 240 Bldg Tot Sq Ft: 240 Year Built: 1990 Noise Level: AICUZ Zone: GIS Acres: 0.792 Roll Type: E Deed Date: 0 Bathrooms: 0			
Printed June 25, 2021			
<small>The information displayed by this website is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of this information are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. Carteret County assumes no legal responsibility for the information contained on this site. Carteret County does not guarantee that the data and map services will be available to users without interruption or error. Furthermore, Carteret County may modify or remove map services and access methods at will.</small>			

OFFICIAL COPY

Nov 22 2022



NORTH CAROLINA, CARTERET COUNTY
The foregoing certificate(s) of Sharon A. Reese
is (are) certified to be correct. This instrument was pre-
sented for registration and recorded in this office in
Book 572 Page 182 at 4:20
This 3 day of Sept, 1987 at 4 O'clock P.
Sharon Finer
Register of Deeds
By Melanie Chant
Assistant, Deputy

Excise Tax

10.50

Recording Time, Book and Page

4:20

Tax Lot No. Parcel Identifier No. Split 100101111
Verified by County on the day of, 19.....
by

Mail after recording to John E. Way, Jr., Attorney at Law, P. O. Box 1056,
Beaufort, NC 28516

This instrument was prepared by John E. Way, Jr., Attorney at Law, Beaufort, NC 28516

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 1st day of September, 1987, by and between

GRANTOR

Mary Etta Reels

GRANTEE

County of Carteret

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Merrimon Township, Carteret County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto and incorporated herein by reference.

Book 572 Page 182

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page.....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

.....
(Corporate Name)

By:

.....President

ATTEST:

.....

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

Mary Etta Reels (SEAL)
MARY ETTA REELS

.....(SEAL)

.....(SEAL)

.....(SEAL)

SEAL-STAMP NORTH CAROLINA, CarteretCounty.



Notary Public of the County and State aforesaid, certify that *Mary Etta Reels*

.....Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my

hand and official stamp or seal, this *1st* day of *September* 19*87*

My commission expires: *2/2/88* *Louis M. Reese* Notary Public

SEAL-STAMP

NORTH CAROLINA,County.

I, a Notary Public of the County and State aforesaid, certify that

personally came before me this day and acknowledged that he is Secretary of

..... a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its

President, sealed with its corporate seal and attested by as its Secretary.

Witness my hand and official stamp or seal, thisday of, 19.....

My commission expires: Notary Public

The foregoing Certificate(s) of

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR.....COUNTY

ByDeputy/Assistant - Register of Deeds

Book 572 *Page 182*

EXHIBIT A

Lying and being in the Merrimon Township, Carteret County, North Carolina, and more particularly described as follows:

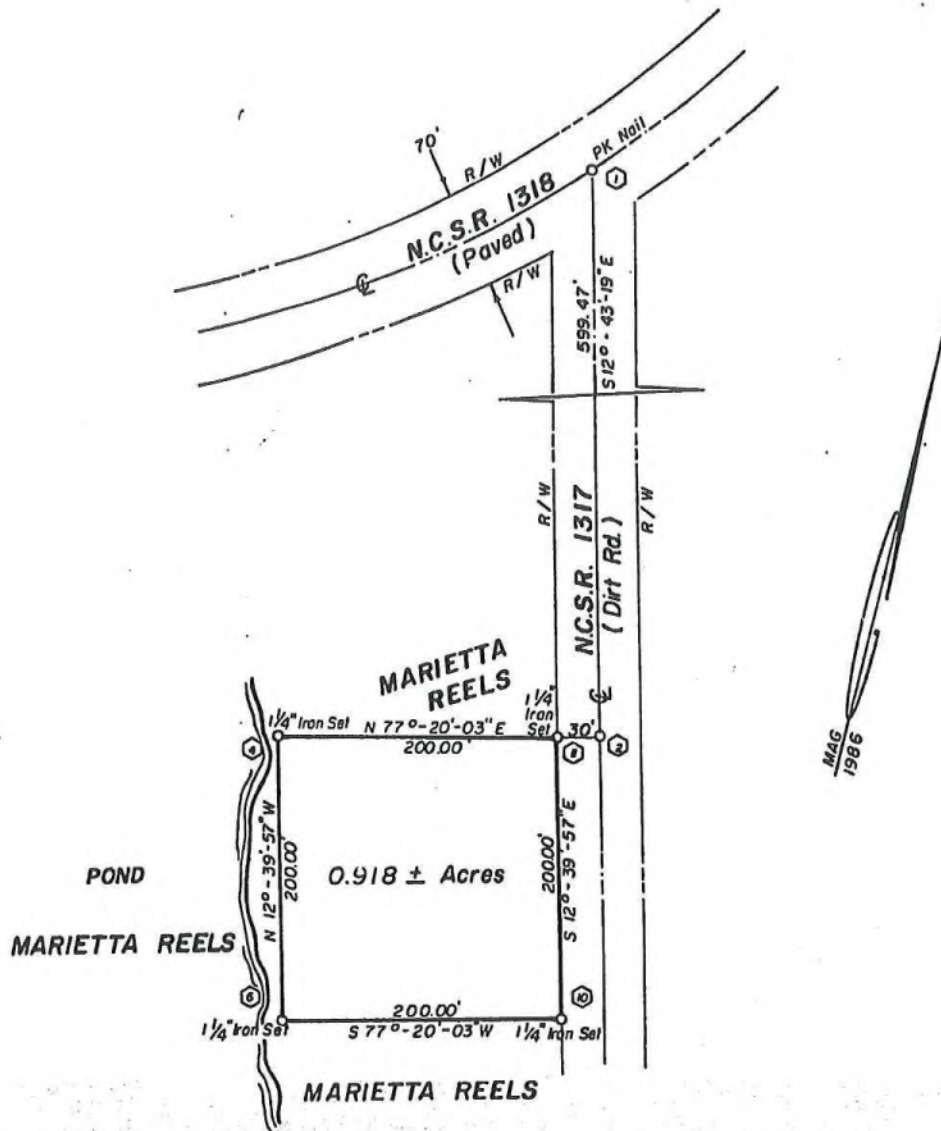
Beginning at a point which can be found by proceeding from a PK nail located in the intersection of the centerlines of N. C. State Road 1318 and N. C. State Road 1317; then proceeding South 12-43-19 East 599.47 feet along the centerline of N. C. State Road 1317 to a point in the centerline of State Road 1317; then proceeding South 77-20-3 West 30 feet to a 1 1/4 inch iron pipe set in the western right-of-way line of N. C. State 1317, THE POINT AND PLACE OF BEGINNING; then proceeding North 77-20-3 East 200 feet to a 1 1/4 inch iron pipe; then proceeding South 12-39-57 East 200 feet to a 1 1/4 inch iron pipe; then proceeding South 77-20-3 West 200 feet to a 1 1/4 inch iron pipe set in the western right-of-way line of N. C. State Road 1317; then proceeding along the western right-of-way line of N. C. State Road 1317 South 12-39-57 East 200 feet to a 1 1/4 inch iron pipe, the point and place of beginning.

The aforementioned description contains approximately .918 acres and is further described by that survey prepared by McDavid Associates, Inc., entitled Survey of Proposed Well Lot No. 3 Carteret County Water System "The Reels Site", attached hereto.

Book 572 Page 182

OFFICIAL COPY

Nov 22 2022



Survey Of
PROPOSED WELL LOT NO. 3
**CARTERET COUNTY
WATER SYSTEM**
"The Reels Site"

I CERTIFY -

Merrimon Twp.,
December 18, 1986

Carteret Co., N.C.
Scale: 1"=100'

THAT THIS SURVEY WAS
MADE BY JIM MARTIN
UNDER MY SUPERVISION AND
DIRECTION AND IS TRUE TO
THE BEST OF MY KNOWLEDGE
AND BELIEF.

Willard F. Jefferson
WILLARD F. JEFFERSON, NC L-1405



McDAVID ASSOCIATES, INC.

Engineers • Planners • Land Surveyors
Farmville, N.C. • Goldsboro, N.C.
Wilmington, N.C.

Drawn by: S.J. Fisher

Exhibit D- Fee Parcels (continued)

Tax Parcel Information:		Carteret County, N.C.	
Owner: CARTERET COUNTY Current PIN: 730901451655000 Site Address: 526 LAUREL RD BEAUFORT Mailing Address: 302 COURTHOUSE SQUARE BEAUFORT NC 28516 Legal Description: AC LAUREL RD Prior PIN: 1100900131 City Limits: Rescue District: BEAUFORT RESCUE Fire District: NORTH RIVER FIRE Tax District: 1176 Township: BEAUFORT Use: COUNTY GOVERN Land Value: \$57,220 NBHD: 110004 Bldg Value: \$0 Bldg Htd Sq Ft: Other Value: \$735,835 Bldg Tot Sq Ft: 0 Total Value: \$793,055 Year Built: Sale Price: \$0 Noise Level: Deeded Acres: 8.12 AICUZ Zone: Plat Ref: / GIS Acres: 8.241 Deed Ref: 899 / 37 Roll Type: E Bedrooms: Deed Date: 0 Bathrooms:			

The information displayed by this website is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of this information are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. Carteret County assumes no legal responsibility for the information contained on this site. Carteret County does not guarantee that the data and map services will be available to users without interruption or error. Furthermore, Carteret County may modify or remove map services and access methods at will.

✓Wheatley

Carteret County Register
3932 01/24/2001
\$101.00

STATE OF NORTH CAROLINA
Real Estate
Excise Tax

NORTH CAROLINA

CARTERET COUNTY

Melanie Arthur 4P
Carteret County Register of Deeds
CS Date 01/24/2001 Time 11:48:00
GR 899037 Page 1 of 4

PIN #730901451655

WARRANTY DEED

Excise stamps \$101.00

HENDERSON, BAXTER, TAYLOR & GATCHEL P.A., ATTORNEYS-AT-LAW, P.O. DRAWER U, NEW BERN, NC 28563

THIS DEED, made and entered into this the 29 day of December, 2000, by and between JOEL HENRY DAVIS FAMILY LIMITED PARTNERSHIP, a North Carolina Partnership, hereinafter referred to as Grantor and CARTERET COUNTY, a body politic and corporate, with its principal office and place of business in Beaufort Carteret County, North Carolina,, hereinafter referred to as Grantee;

W I T N E S S E T H:

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee, it heirs and assigns, in fee simple, all that certain lot or parcel of land situated in Beaufort Township, Carteret County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, except all encumbrances or restrictions mentioned above, and that Grantor will warrant and defend the title against the lawful claims of all persons whatsoever.

The designation Grantor and Grantee as used herein shall include all parties, their heirs, successors, and assigns, and

BOOK 899 PAGE 37

OFFICIAL COPY

Nov 22 2022

include all parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and adopted as its seal the typewritten word "SEAL" appearing after its signature hereinbelow this the day and year first above written.

JOEL HENRY DAVIS FAMILY LIMITED
PARTNERSHIP, a North Carolina
Partnership (SEAL)

BY: Joel Henry Davis (SEAL)
JOEL HENRY DAVIS, GENERAL PARTNER

BY: Thelma B. Davis (SEAL)
THELMA B. DAVIS, GENERAL PARTNER

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I, Tracy C. Miller, a Notary Public, do hereby certify that Joel Henry Davis and Thelma B. Davis personally appeared before me this day and acknowledged that they are General Partners of Joel Henry Davis Family Limited Partnership, and further acknowledged the due execution thereof.

WITNESS my hand and official stamp or seal, this the 29 day of December, 2000.

My Commission Expires:
3.7.2021.

Tracy C. Miller
Notary Public



BOOK 899 PAGE 37

NORTH CAROLINA
CARTERET COUNTY

The foregoing certificate of Gracy C. Milled
is certified to be correct. This instrument was presented for
registration this day and hour, and duly recorded in the Office of
the Register of Deeds of Carteret County, North Carolina, in Book
899, at Page 31

This the 24 day of January, 2000, at 11:48
o'clock A.m.
Melanie Arthur By: Nancy Morris
REGISTER OF DEEDS DEPUTY REGISTER OF DEEDS

BOOK 899 PAGE 31

HENDERSON, BAXTER, TAYLOR & GATCHEL, P.A., ATTORNEYS-AT-LAW, P.O. DRAWER U, NEW BERN, NC 28533

OFFICIAL COPY

Nov 22 2022

EXHIBIT "A"

Lying and being in Beaufort Township, Carteret County, North Carolina and beginning at a point in the northern right of way margin of NCSR 1163 (Laurel Road); said beginning corner being described as being the following courses and distances from where NCSR 1163 would intersect with NCSR 1300 and running from said point of intersection S 86-29-38 W, 5,010.313 feet to an existing nail in the centerline of NCSR 1163; thence from said point N 06-09-27 W, 30.926 feet to the Point or Place of Beginning; running thence from said POINT OR PLACE OF BEGINNING S 86-09-39 W, 685.728 feet to a point where the Wayne Sowers Subdivision as shown in Map Book 19, Page 20, would abut the northern right of way of NCSR 1163; running thence from said point N 02-32-51 W, 299.936 feet to the southwest corner of that tract of land previously conveyed by Joel Henry Davis and wife to Carteret County in Book 579, Page 148, Carteret County Registry; running thence from said point N 86-10-51 E, 260.206 feet to an iron pipe; thence N 02-35-41 W, 343.101 feet to a point in the center of a ditch, said point also being the current Carteret County northeast corner as described in that deed in Book 579, Page 148, Carteret County Registry; running thence with the center of a ditch N 84-04-39 E, 430.053 feet to an iron pipe; thence from said point S 02-14-00 E, 658.68 feet to the POINT OR PLACE OF BEGINNING.

Said tract containing 8.17 acres. See map entitled, "Survey for County of Carteret - Water Treatment Plant Site", dated April 26, 2000, prepared by McDavid Associates, Inc., which map is incorporated herein by reference.

\\carteret\davis\water treatment plant site description

BOOK 899 PAGE 31

OFFICIAL COPY

Nov 22 2022

Exhibit D- Fee Parcels (continued)

Tax Parcel Information:		Carteret County, N.C.	
Owner: CARTERET COUNTY WATER SYSTEM Current PIN: 730901358769000 Site Address: 534 LAUREL RD BEAUFORT Mailing Address:			
Legal Description: ACREAGE LAUREL RD-WATER TOWER Prior PIN: 1100900165 City Limits: Rescue District: BEAUFORT RESCUE Fire District: NORTH RIVER FIRE Tax District: 1176 Township: BEAUFORT Use: COUNTY GOVERN			
Land Value: \$25,428 Bldg Value: \$3,622 Other Value: \$283,534 Total Value: \$312,584 Sale Price: \$0 Deeded Acres: 2.04 Plat Ref: / Deed Ref: 579 / 148 Bedrooms: 0			
NBHD: 110004 Bldg Htd Sq Ft: 324 Bldg Tot Sq Ft: 324 Year Built: 1990 Noise Level: AICUZ Zone: GIS Acres: 2.040 Roll Type: E Deed Date: 0 Bathrooms: 0			
The information displayed by this website is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of this information are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. Carteret County assumes no legal responsibility for the information contained on this site. Carteret County does not guarantee that the data and map services will be available to users without interruption or error. Furthermore, Carteret County may modify or remove map services and access methods at will.			

NORTH CAROLINA
CARTERET COUNTY

WARRANTY DEED

11-9-1-31

Wiley

THIS DEED, made this 7th day of January, 1988, by and between JOEL HENRY DAVIS, JR. and wife, THELMA B. DAVIS, of Carteret County, North Carolina, hereinafter referred to as Grantor and the COUNTY OF CARTERET, a body politic, of Court House Sq. Beaufort, N.C., hereinafter referred to as Grantee;

W I T N E S S E T H :

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Beaufort Township, Carteret County, North Carolina and more particularly described as follows:

All that certain lot or parcel of land lying and being situate in Carteret County, Beaufort Township, North Carolina, bounded on East and South by the parties of the first part, on the North by S.B. Wilkins and on the West by the Wayne Sowers Subdivision and being more particularly described as follows:

Beginning at a point in the eastern line of Wayne Sowers Subdivision marked by a One and One-Quarter (1½) inch iron which is located the following courses and distances from the intersection of the center line of Laurel Road (NCSR #1163) with the center line of NCSF #1300: along and with the center line of the said Laurel Road (NCSR #1163) in a westerly direction 5,697.56 feet to a point; thence North 05° 30' 00" East 330 feet to the said point of beginning; thence from this beginning so located along and with the said Wayne Sowers Subdivision North 05° 30' 00" East 333.535 feet to a concrete monument in a ditch in the S.B. Wilkins line; thence along and with said ditch South 88° 08' 45" East 260.527 feet to another iron; thence South 05° 30' 00" West 344.524 feet to another iron; thence North 85° 43' 44" West

Book 579

Page 148



JENDERSON, BAXTER & ALFORD, P.A., ATTORNEYS AT LAW, P.O. DRAWER U, NEW BERN, NC 28560

-2-

230.060 feet to the point of beginning. Containing 2.02 acres, more or less.

Together with a non-exclusive easement for purposes of ingress, egress and regress from NCSR #1163 Northwardly to the hereinabove described parcel of land which easement is described as follows:

Beginning at the southeast corner of the hereinabove described parcel of land; thence South 05° 30' 00" West 300.00 feet to an iron in the North right-of-way line of NCSR #1163; thence along and with the said right-of-way line North 85° 43' 44" West 30.007 feet to another iron; thence North 05° 30' 00" East 300 feet to a point in the said southern line of the hereinabove described parcel of land; thence along and with said line South 85° 43' 44" East 30.007 feet to the point of beginning. The Grantor reserves, however, the right to the use of said easement or right-of-way for their benefit and that of their successors, heirs, assigns, invitees and permittees.

The above descriptions are taken from a map and survey entitled "Survey of Proposed Well Lot 1, Carteret County Water System, The Davis Site" by McDavid Associates, Inc. dated December 8, 1986, which said survey map is attached hereto and incorporated herein and made a part of this description.

The above described property is conveyed subject to the lien of ad valorem taxes for the year 1988 and all subsequent years.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, except any encumbrances or restrictions mentioned above, and that Grantor will warrant and defend the title against the lawful claims of all persons whomever.

Book 579 Page 148

-3-

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and adopted as his seal the typewritten word "SEAL" appearing after his signature hereinbelow this the day and year first above written.

Joel Henry Davis, Jr. (SEAL)
JOEL HENRY DAVIS, JR.

Thelma B. Davis (SEAL)
THELMA B. DAVIS

NORTH CAROLINA

CRAVEN COUNTY

I, Zinnah J. Wilkerson, a Notary Public of the County and State aforesaid, certify that JOEL HENRY DAVIS, JR. and wife, THELMA B. DAVIS personally appeared before me this day and acknowledged the due execution of the foregoing document.

WITNESS my hand and notarial seal, this the 13 day of January, 1988.

Zinnah J. Wilkerson
NOTARY PUBLIC

My Commission Expires:

5-13-90

Book 579 Page 148

OFFICIAL COPY

Nov 22 2022

- 4 -

NORTH CAROLINA

CARTERET COUNTY

The foregoing certificate of Linnaline M. Wilkinson is certified to be correct. This instrument was presented for registration this day and hour, and duly recorded in the Office of the Register of Deeds of Carteret County, North Carolina, in Book 579, at Page 148.

This the 8th day of January, 1988, at 2:00 o'clock —.m.

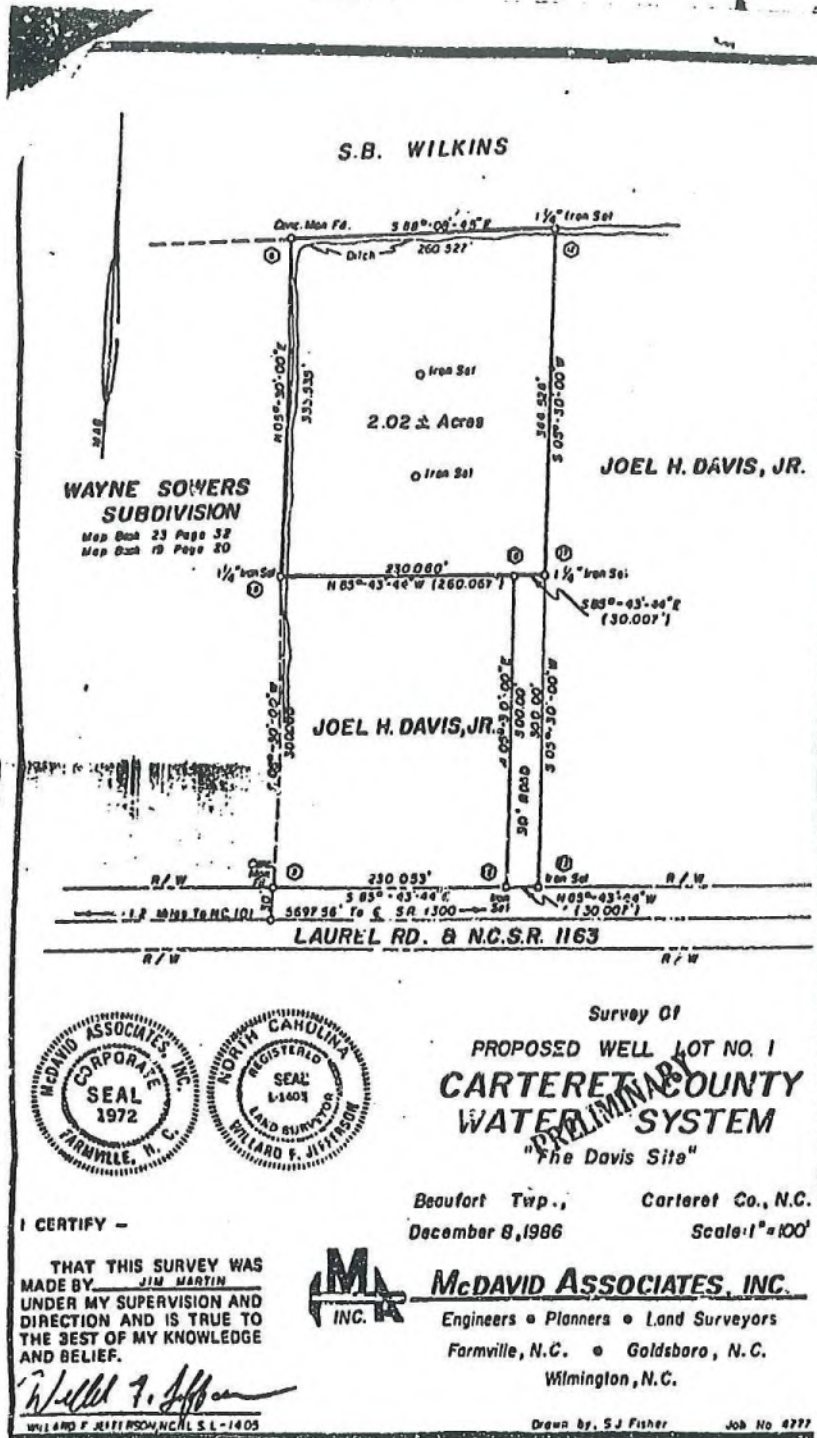
Sharon Pinner
REGISTER OF DEEDS

BY: Willie B. Davis

DEPUTY REGISTER OF DEEDS

OFFICIAL COPY

Nov 22 2022



BOOK 579 Page 148

Exhibit D- Fee Parcels (continued)

Tax Parcel Information:		Carteret County, N.C.	
Owner: COUNTY OF CARTERET Current PIN: 730701359406000 Site Address: 1109 HWY 101 BEAUFORT Mailing Address: 302 COURTHOUSE SQUARE BEAUFORT NC 28516 Legal Description: ACRE L GARNER LAND BEAUFORT Prior PIN: 11012B0405 City Limits: Rescue District: BEAUFORT RESCUE Fire District: BEAUFORT FIRE Tax District: 1175 Township: BEAUFORT Use: COUNTY GOVERN Land Value: \$22,055 Bldg Value: \$0 Other Value: \$13,257 Total Value: \$35,312 Sale Price: \$0 Deeded Acres: 0.598 Plat Ref: / Deed Ref: 1354 / 179 Bedrooms: NBHD: 110001 Bldg Htd Sq Ft: Bldg Tot Sq Ft: 0 Year Built: Noise Level: AICUZ Zone: GIS Acres: 0.534 Roll Type: E Deed Date: 0 Bathrooms:			

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OFFICIAL COPY

Nov 22 2022

Rt. Wheatly



FILE # 1354179

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

FOR REGISTRATION REGISTER OF DEEDS
Joy Laurence
Carteret County, NC
September 30, 2010 12:25:18
COUNTER DEED 3 P
FEE: \$0.00
NC REVENUE STAMP: \$84.00
FILE # 1354179

By *Joy Laurence*
Joy Laurence, Register of Deeds
Adele Dapkins, Register of Deeds

Prepared by C. R. Wheatly, III, Attorney, Beaufort, NC 28516

PARCEL ID NUMBER:

STAMPS \$84.00
7307.01.35.9406
7307.01.35.7820,

NORTH CAROLINA
CARTERET COUNTY

DEED

Split

THIS DEED, made this 30th day of September, 2010 by and
between, William Thomas Russell and wife, Myrna Merrill Russell,
whose address is 119 Russell Creek Road, Beaufort, NC 28516,
party of the first part, and County of Carteret, a Body Politic,
whose address is Courthouse Square, Beaufort, NC 28516, party of
the second part,

WITNESSETH:

That said party of the first part does, in consideration of
a valuable consideration, the receipt of which is hereby
acknowledged, give, grant, bargain, sell and convey to parties of
the second part, in fee simple, the following described tract or
parcel of land lying and being in Beaufort Township, Carteret
County and more particularly described as follows:

BOOK ~~1354~~ PAGE 179

③

Beginning at a point in the western right-of-way of NC Hwy 101, said beginning point being described as being N 36-53-57 W 110 feet from where the centerline of Grayson Place, 100 foot right-of-way would intersect with the western right-of-way of NC Hwy 101 and; running from said point of intersection 110 feet to the POINT OR PLACE OF BEGINNING; said POINT OR PLACE OF BEGINNING, also having NCSPC, S: N= 375,488.695, E=2,704,105.56; running thence from said POINT OR PLACE OF BEGINNING S 74-06-31 W 155.51 feet to a point; thence from said point N 21-01-32 W 177.76 feet to a set iron pipe; thence N 88-50-00 E 177.25 feet to a point in the western right-of-way of NC Hwy 101; running thence with the western right-of-way of NC Hwy 101 S 15-53-18 E 132 feet to the POINT OR PLACE OF BEGINNING.

See Map entitled, "Boundary and Topographic Survey for Carteret County, Beaufort Township, dated April 13, 2010, prepared by Powell Surveying Company, PA.", which map is incorporated herein by reference.

This property does _____ or does not ☒ include the primary residence of the Grantor. (NCGS § 105-317.2)

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the said party of the second part, in fee simple.

And said party of the first part does covenant with the party of the second part that he is seized of the said property and has the right to convey same in fee simple, and that he does warrant and defend the title to the said property against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, said party of the first part has hereunto set his hand and seal, the day and year first above written.

BOOK 1354 PAGE 179

William T. Russell (SEAL)
William Thomas Russell

Myrna Merrill Russell (SEAL)
Myrna Merrill Russell

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, Karen Pechie, Notary Public of the
County and State aforesaid, certify that William Thomas Russell
and wife, Myrna Merrill Russell personally appeared before me
this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and notarial seal this 30 day of
September, 2010.

My Commission Expires:

7-7-2012



BOOK 1354 PAGE 179

Exhibit D- Fee Parcels (continued)

Tax Parcel Information:		Carteret County, N.C.	
Owner: CARTERET COUNTY Current PIN: 637802995789000 Site Address: 104 MAYFLOWER DR NEWPORT Mailing Address: 302 COURTHOUSE SQUARE BEAUFORT NC 28516 Legal Description: WATER STORAGE TANK LOT Prior PIN: City Limits: Rescue District: MILL CREEK RESCUE Fire District: MILL CREEK FIRE Tax District: 1278 Township: HARLOWE Use: COUNTY GOVERN Land Value: \$20,615 NBHD: 120013 Bldg Value: \$0 Bldg Htd Sq Ft: Other Value: \$139,344 Bldg Tot Sq Ft: 0 Total Value: \$159,959 Year Built: Sale Price: \$0 Noise Level: Deeded Acres: 0.869 AICUZ Zone: Plat Ref: 31 / 562 GIS Acres: 0.880 Deed Ref: 1288 / 463 Roll Type: E Bedrooms: Deed Date: 0 Bathrooms:		<p>Printed June 25, 2021</p>	
<small>The information displayed by this website is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of this information are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. Carteret County assumes no legal responsibility for the information contained on this site. Carteret County does not guarantee that the data and map services will be available to users without interruption or error. Furthermore, Carteret County may modify or remove map services and access methods at will.</small>			

OFFICIAL COPY

Nov 22 2022

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at the
date and time and in the Book and Page shown on the
first page hereof.

Melanie Arthur
CARTERET COUNTY 4P
NH Date 10/21/2008 Time 12:08:00
GR 1288463 Page 1 of 4

Melanie Arthur, Register of Deeds
Melanie Arthur
Assistant, Register of Deeds

File: NCC&L (RE-08-ks) (Chad Shores Plantation...)
Spousal Deed (WRev '08)
Conrad E. Paysour, III, Attorney
Greenville, N. Carolina

PIN 6378.02.99.5789 000

Mail after recording to: Grantee, Carteret County (Attn: Riann Brodie)

This instrument prepared by: Conrad E. Paysour, III
Attorney at Law (Grantor's Attorney)
Greenville, NC
Phone: (252) 752-5505

Brief Description: Tank lot, Mayflower Dr, Chadwick Shores, Harlowe

Revenue Stamps: \$-0-

NON-WARRANTY DEED

HARLOWE TOWNSHIP, CARTERET COUNTY, NORTH CAROLINA
(NO TITLE SEARCH / NO TITLE OPINION)

THIS DEED made this 20 day of September, 2008, by
and between the Grantor and Grantee identified below:

GRANTOR:
North Carolina Coast & Lakes, LLC,
a N. Carolina Limited Company

GRANTEE:
Carteret County,
a body politic and corporate

Mailing Address:

Mailing Address:

The designation Grantor and Grantee as used herein shall include said
parties, their heirs, successors, and assigns, and shall include
singular, plural, masculine, feminine or neuter as required by
context.

WITNESSETH, that the Grantor, for a valuable consideration paid
by the Grantee, the receipt of which is hereby acknowledged, has and
by these presents does grant, bargain, sell and convey unto the
Grantee any and all right, title, interest or claim the Grantor has or

BOOK 1288 PAGE 463

(4)

may have in that certain lot or parcel of land situated in the State of North Carolina and more particularly described as follows:

Description (Tank lot, Mayflower Dr, Chadwick Shores, Harlowe Twsp.):
Being that certain lot or parcel of land situated in Harlowe Township, Carteret County, North Carolina which is more particularly described as follows:

Being all of the "Proposed Elevated Storage Tank" lot as depicted by the Chadwick Shores Plantation Subdivision Plat recorded in Map Book 31, Pages 562 - 566 of the Carteret County Registry. This lot, containing 0.87 acres, is bounded by SR #1155 Windberry Road and the "Common Area" lot on the West, by the 60 ft. Public Right-of-Way for Mayflower Drive on the North and East, by the "Common Area" lot on the East and by the Williams realty on the South.

Referenced Plat:

Reference should be made to that Subdivision Plat by Simon R. Cox, PLS, entitled "Chadwick Shores Plantation", dated 08/11/2008 and recorded 08/21/2008 in Map Book 31, Pages 562 - 566 of the Carteret County Registry.

Restrictive Covenants:

While this lot is a part of and encompassed by the single family residential subdivision of Chadwick Shores Plantation, this lot shall not be subject to the Restrictive Covenants for the Subdivision as recorded in Book 1283, Page 113 of the Carteret County Registry, shall not be subject to the payment of dues for the support of Chadwick Shores Plantation Homeowners' Association and shall not entitle Carteret County to membership in the Homeowners' Association. Rather, consistent with Carteret County's usage for an elevated water tank and consistent with the single family residential character of the neighborhood, this lot shall be subject to the following Restrictive Covenants to which Carteret County, by acceptance hereof, expressly agrees:

- 1- This lot may only be used by Carteret County for the purpose of constructing and maintaining an elevated water storage tank and related infrastructure serving the public water supply system for the County. This lot may not be used in any way as an equipment or vehicular storage area or work site.
- 2- This lot shall be enclosed by fencing and shall be completely screened from Chadwick Shores Plantation on the lot's North and East side by appropriate vegetative plantings which shall be maintained by the County. The grounds of the lot shall be maintained by the County in a manner consistent with the Subdivision Restrictive Covenants.
- 3- Consistent with such NC Dept. of Transportation approvals as may be necessary, access to and from this lot by Carteret County employees or equipment shall be via SR #1155 Windberry Road. Access via the subdivision right-of-way for Mayflower Drive shall only be upon the denial of access by DoT via Windberry Road.
- 4- Unless released by the Chadwick Shores Plantation Homeowners'

BOOK 1288 PAGE 463

Association, any future conveyance of this lot shall only be to the Association.

-5- The covenants and restrictions contained here shall run with and bind the land for a term of ten (10) years from the date this Deed is recorded, after which time they shall be automatically extended for successive periods of one (1) year unless and until this Declaration is rescinded by a duly adopted resolution of the Homeowners' Association Board of Directors AND a rescinding instrument signed and notarized by and for not less than seventy-five percent (75%) of the Lot Owners in the Subdivision.

-7- The terms hereof may be enforced in a manner consistent with the Subdivision Restrictive Covenants by the Grantor, the Chadwick Shores Plantation Homeowners' Association and/or any lot owner in Chadwick Shores Plantation Subdivision.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee.

The Grantor makes no covenant or warranty as to the title being conveyed. Title to the property hereinabove described is subject to the following exceptions:

---- The lien of taxes for the current and subsequent years which are to be paid by the Grantee.

---- The Right-of-Way associated with SR #1155 Windberry Road.

---- All matters shown by the referenced Plat.

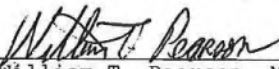
---- Taxes for the subsequent years, right-of-ways for public and subdivision highways, roads and utilities (over, under and upon the described realty), easements and restrictions of public record, and noncompliance, if any, with local, county, state or federal government laws, ordinances, or regulations relative to zoning, environment, subdivision, occupancy, use, construction or the development of the subject property.

---- No title search was requested from the preparing attorney for the realty conveyed herein and no title search was performed. The preparing attorney has given no opinion as to the validity or quality of the title being conveyed herein.

---- This Deed was prepared from information provided by the Grantee.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer the day and year first above written.

North Carolina Coast & Lakes, LLC,
a N. Carolina Limited Liability Company


By: William T. Pearson, Member/Manager
North Carolina Coast & Lakes, LLC

BOOK 1288 PAGE 463

NORTH CAROLINA,

Pitt COUNTY

I, a Notary Public of the County and State aforesaid, certify that William T. Pearson, Member/Manager of North Carolina Coast & Lakes, LLC, personally appeared before me this day and acknowledged the voluntarily execution of the foregoing instrument in the capacity indicated for the purposes stated therein.

Witness my hand and official stamp or seal, this 27 day of Sept., 2008.

My Commission expires:

11/04/2012

OFFICIAL SEAL/STAMP



Conrad Paysour, III

Notary Public's Official Signature

CONRAD E. PAYSOUR, III

Notary Public's Printed or Typed Name

BOOK 1288 PAGE 463

Exhibit D- Fee Parcels (continued)

Tax Parcel Information:		Carteret County, N.C.	
Owner: CARTERET COUNTY Current PIN: 649003003028000 Site Address: 3510 HWY 101 NEWPORT Mailing Address: 302 COURTHOUSE SQUARE BEAUFORT NC 28516 Legal Description: ACREAGE HWY 101 Prior PIN: City Limits: Rescue District: MILL CREEK RESCUE Fire District: HARLOWE FIRE Tax District: 1012 Township: HARLOWE Use: COUNTY GOVERN			
Land Value: \$19,200 Bldg Value: \$0 Other Value: \$0 Total Value: \$19,200 Sale Price: \$0 Deeded Acres: 2.56 Plat Ref: / Deed Ref: 1345 / 309 Bedrooms:		NBHD: 120001 Bldg Htd Sq Ft: Bldg Tot Sq Ft: 0 Year Built: Noise Level: AICUZ Zone: GIS Acres: 2.456 Roll Type: E Deed Date: 0 Bathrooms:	

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OFFICIAL COPY

Nov 22 2022

Rt. Whearty



FILE # 1345309

FOR REGISTRATION REGISTER OF DEEDS
Joy Lawrence
Carteret County, NC
June 25, 2010 03:10:59 PM
COUNTER DEED 2 P
FEE: \$0.00
NC REVENUE STAMP: \$36.00
FILE # 1345309

Prepared by C. R. Whearty, III, Attorney at Law, P O Box 360, Beaufort, NC 28516

PARCEL ID NUMBER: 648000900313000

SPLIT

STAMPS \$36.00

NORTH CAROLINA
CARTERET COUNTY

DEED

THIS DEED, made this 21st day of June, 2010 by and between, Havelock Development Corporation, Grantor, whose address is P O Box 249, Havelock, NC 28532; and Carteret County, a body Politic, Grantee, whose address is 302 Courthouse Square, Suite 200, Beaufort, NC 28516;

WITNESSETH:

That said Grantor does, in consideration of a valuable consideration, the receipt of which is hereby acknowledged, give, grant, bargain, sell and convey to Grantee, in fee simple, the following described tract or parcel of land lying and being in Harlowe Township, Carteret County and more particularly described as follows:

Lying and being in Harlowe Township and beginning at a point which is located the following course and distance from the intersection of the centerline of N.C. Highway 101 and western abutment of the highrise concrete bridge over Core Creek N 63-28-36 W, 444.55 feet to a North Carolina Department of Transportation right-of-way monument, the Point or Place of Beginning; running thence from said Point or Place of Beginning and running with the northern right-of-way of N. C. Highway 101 N 77-52-41 W, 308.72 feet to a right-of-way monument; thence S 12-22-40 W, 35.10 feet to a found NCDOT monument; thence N 78-55-42 W running with the highway a chord length of 301.13 feet, having a radius equal 4356.05 to a set iron pipe; running thence from said point N 83-12-10 W having a chord length of 348.92 with a radius equal 4356.06 to a set iron pipe, said point being where the northern right-of-way of N. C. Highway 101 intersects with the southern right-of-way of Old Bridge Road; running thence with the southern right-of-way of Old Bridge Road N 78-12-33 E, 245.10 feet to a point; thence N 18-01-01 W, 42.10 feet to a

BOOK 1345 PAGE 309

②

point; thence N 78-18-44 E, 289.80 feet to a set iron pipe, said point being in the western boundary of that tract of land now or formerly owned by Jane G. Nirk; running thence from said point and running with the Nirk line S 62-20-24 E, 557.37 feet to a fine angle iron; running thence from said point and running with the boundary of the tract of land now or formerly owned by Arnold Williams S 69-33-55 W, 56.58 feet to the Point or Place of Beginning, said tract containing 2.56 acres. See map entitled "Carteret County" prepared by Powell Surveying, PA dated March 4, 2009, which map is incorporated herein by reference.

This property is vacant.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the said Grantee, in fee simple.

And said Grantor does covenant with the Grantee that they are seized of the said property and have the right to convey same in fee simple, and that they do warrant and defend the title to the said property against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, said Grantor has hereunto set their hand and seal, the day and year first above written.

NORTH CAROLINA, CARTERET COUNTY

This instrument and this certificate are duly filed at Havelock Development Corporation
the date and time and in the Book and Page shown
on the first page hereof.

Jay Lawrence, Register of Deeds

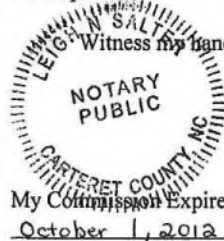
Asst. Deputy Register of Deeds

Jerry A. Jackson
Vice President

STATE OF NORTH CAROLINA
COUNTY OF Craven

I, Leigh N. Salter, Notary Public of the County and State aforesaid, certify that Jerry A. Jackson personally appeared before me this day and acknowledged that he is Vice President of Havelock Development Corporation, a North Carolina Corporation, and that he being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and seal this 21 day of June, 2010.



Leigh N. Salter
Notary Public

BOOK 1346 PAGE 309

Exhibit D- Fee Parcels (continued)

Tax Parcel Information:		Carteret County, N.C.	
Owner: CARTERET COUNTY Current PIN: 731703107536000 Site Address: 142 SHELL LANDING RD BEAUFORT Mailing Address: 302 COURTHOUSE SQUARE BEAUFORT NC 28516 Legal Description: L3 RAYMOND A TAYLOR Prior PIN: 11014A0221 City Limits: Rescue District: BEAUFORT RESCUE Fire District: BEAUFORT FIRE Tax District: 1175 Township: BEAUFORT Use: COUNTY GOVERN Land Value: NBHD: 110029 Bldg Value: Bldg Htd Sq Ft: Bldg Tot Sq Ft: 0 Other Value: Year Built: Total Value: Noise Level: Sale Price: AICUZ Zone: Deeded Acres: 0.466 GIS Acres: 0.471 Plat Ref: 28 / 58 Roll Type: E Deed Ref: 1368 / 377 Deed Date: 20110225 Bedrooms: Bathrooms:		<p>Printed June 25, 2021</p>	

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OFFICIAL COPY

Nov 22 2022

✓ Rt. Wheatly



FILE # 1368377

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Belinda S. Chisholm
Belinda S. Chisholm, Register of Deeds
Asst. Deputy, Register of Deeds

FOR REGISTRATION REGISTER OF DEEDS
Joy Laurence
Carteret County, NC
February 25, 2011 12:14:10
COUNTER DEED 2 P
FEE: \$0.00
NC REVENUE STAMP: \$120.00
FILE # 1368377

Tax Parcel #: 7317.03.10.7536
Excise Tax: \$120.00

Prepared by:
R. Andrew Harris
The Harris Law Firm, PLLC
304 N. 35th Street
Morehead City, NC 28557

Return to:
C.R. Wheatly, III
Wheatly Wheatly Weeks & Lupton, P.A.
P.O. Box 360
Beaufort, NC 28516

No title exam, closing or other legal advice, other than document preparation, was
requested by Grantor or Grantee.

NORTH CAROLINA GENERAL WARRANTY DEED

This DEED made this the 25th day of February, 2010 by and between
CORRENA S. GOODING, individually, and CORRENA S. GOODING, Trustee under that
Trust created for the benefit of Belinda Ellen Welborn under the Last Will & Testament of
Raymond A. Taylor, late of Carteret County, North Carolinian, whose address is P.O. Box 8,
Beaufort, NC 28516, hereinafter referred to as "Grantor" and CARTERET COUNTY, a body
politic, whose address is Courthouse Square Beaufort NC 28516
hereinafter referred to as "Grantee". The designation Grantor and Grantee as used herein
shall include said parties, their heirs, successors, and assigns, and shall include singular, plural,
masculine, feminine or neuter as required by context.

WITNESSETH:

Pursuant to NCGS 105-317.2, Grantor certifies the property _____ does X does not include the Grantor's primary residence.

That, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantors have and by these presents do grant, bargain, sell and convey unto the Grantee in fee simple, all of that certain lot or parcel of land lying and being in Beaufort Township, Carteret County, North Carolina and more particularly described as follows:

BEING ALL OF LOT 3 in the Raymond A. Taylor Subdivision as the same is depicted in that map or plat recorded in Map Book 28, Page 58, Carteret County Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

BOOK 1368 - PAGE 377

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And the Grantors covenant with the Grantee, that Grantors are seized of the premises in fee simple, have the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantors will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove is subject to the following exceptions:

1. 2011 ad valorem taxes.
2. Easements, restrictions and rights-of-way of record.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal the day and year first above written.

By: Correna S. Gooding (SEAL)
Correna S. Gooding, individually

By: Correna S. Gooding (SEAL)
Correna S. Gooding, Trustee under that Trust created for the benefit of Belinda Ellen Welborn under the Last Will & Testament of Raymond A. Taylor, late of Carteret County, North Carolina

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

I, Elizabeth D. Horne, a Notary Public of the aforesaid County and State, do hereby certify that CORRENA S. GOODING, did personally come before me this day and acknowledge her due execution of the foregoing instrument both in her individual capacity and as the Trustee under that Trust created for the benefit of Belinda Ellen Welborn under the Last Will & Testament of Raymond A. Taylor, late of Carteret County, North Carolina.

WITNESS my hand and official stamp or seal, this the 25th day of February, 2011.

(SEAL)

Elizabeth D. Horne
NOTARY PUBLIC

My Commission Expires: 2-1-14

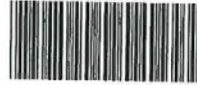


BOOK 1368 PAGE 377

Exhibit D- Fee Parcels (continued)

Tax Parcel Information:		Carteret County, N.C.	
Owner: COUNTY OF CARTERET Current PIN: 730704633251000 Site Address: 209 TAYLOR FARM RD BEAUFORT Mailing Address: 302 COURTHOUSE SQUARE BEAUFORT NC 28516 Legal Description: LOT OFF TAYLOR FARM ROAD Prior PIN: City Limits: Rescue District: BEAUFORT RESCUE Fire District: BEAUFORT FIRE Tax District: 11 Township: BEAUFORT Use: COUNTY GOVERN Land Value: \$30,312 Bldg Value: \$0 Other Value: \$0 Total Value: \$30,312 Sale Price: \$50,000 Deeded Acres: 1.014 Plat Ref: / Deed Ref: 1354 / 468 Bedrooms: Bathrooms:			
<small>The information displayed by this website is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats, and other public records and data. Users of this information are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. Carteret County assumes no legal responsibility for the information contained on this site. Carteret County does not guarantee that the data and map services will be available to users without interruption or error. Furthermore, Carteret County may modify or remove map services and access methods at will.</small>			

J R. Wheatly



FILE # 1354468

NORTH CAROLINA, CARTERET COUNTY
This instrument and this certificate are duly filed at
the date and time and in the Book and Page shown
on the first page hereof.

Joy Lawrence, Register of Deeds
Carteret County, NC
October 06, 2010 12:12:01
COUNTER DEED 5 P
FEE: \$0.00
NC REVENUE STAMP: \$100.00
FILE # 1354468

FOR REGISTRATION REGISTER OF DEEDS
Joy Lawrence
Carteret County, NC
October 06, 2010 12:12:01
COUNTER DEED 5 P
FEE: \$0.00
NC REVENUE STAMP: \$100.00
FILE # 1354468

Prepared by C. R. Wheatly, III, Attorney, Beaufort, NC 28516

PARCEL ID NUMBER: 7307.04.62.4964 split

STAMPS \$100.00

NORTH CAROLINA
CARTERET COUNTY

DEED

THIS DEED, made this 6th day of October, 2010 by and between, Harry B. Taylor, widower, and Harry B. Taylor, Jr., widower, by and through his attorney in fact, Paul Jenkins and Taylor Farms Inc. whose address is 169 Taylor Farm Road, Beaufort, NC 28516, party of the first part, and County of Carteret, a Body Politic, of Carteret County, North Carolina, party of the second part, whose address is Courthouse Square, Beaufort, NC 28516;

WITNESSETH:

That said party of the first part does, in consideration of a valuable consideration, the receipt of which is hereby acknowledged, give, grant, bargain, sell and convey to parties of the second part, in fee simple, the following described tract or parcel of land lying and being in Beaufort Township, Carteret County and more particularly described as follows:

BOOK 1354 PAGE 468 .

(5)

Lying and being in Beaufort Township, Carteret County, North Carolina and beginning at a point which is described as being the following courses and distances from the northwestern corner of a 60' Courtney Access Strip, as shown in map, recorded in Map Book 24, Page 45, Carteret County Registry; said point also being described as having NCSPC'S: N372,686.318 E=2,706,038.500 NAD ' 83; running thence from said point N 00-34-00 W 20.09' to a point; thence from said point S 85-00-00 E 516.65' to a set iron pipe; thence from said point, and running with a ditch, N 14-31-37 W 444.70' to a set iron pipe, the POINT OR PLACE OR BEGINNING; running thence from said POINT OR PLACE OF BEGINNING N 15-53-08 W 210.08' to a point in the center of a ditch; thence N 69-31-46 E 216' to a set iron pipe; thence from said point S 13-25-59 E 211' to a set iron pipe in a ditch; thence S 69-31-48 W 206.94' to the POINT OR PLACE OF BEGINNING.

Said track containing 1.01 acres together with an easement for ingress, egress, regress and for the placement of waterlines to include installation and maintenance thereof, together with other utilities over said 20' easement, second party shall be responsible for restoring the property after construction and or maintenance to a condition that same existed prior to the construction and or maintenance of said easement, said 20' easement is more particularly described as follows:

Beginning at a point, which point is the northwestern corner of a 60' Courtney Access Strip, as shown in Map Book 24, Page 45, Carteret County Registry, said point of beginning have NCSPC'S: N=372,686.318 E=2,706,038.500; running thence from said POINT OR PLACE OF BEGINNING N 00-34 W 20.09' to a point; thence S 85-00 E 516.65' to set iron pipe; running thence from said point and running with a ditch N 14-31-37 W 444.70' to a set iron pipe; thence N 69-31-48 E 20.11' to a set iron pipe; thence S 14-31-37 E 453.87' to a point; thence continuing N 14-31-37 W 21.22' to a point in the northern boundary of the Courtney Easement, as shown in Map Book 24, Page 45, Carteret County Registry; running thence from said point N 85-00 W 543.02' to the POINT OR PLACE OF BEGINNING.

There is also conveyed an additional easement for ingress, egress and regress and for the placement and the installation of water lines, together maintenance thereof over the following described track or parcel; Second party will be responsible for restoring and or repairing said easement after construction and or maintenance to a condition that said easement existed prior to construction and or maintenance; said easement is more particularly described to wit:

Beginning at a point as described as bearing the following course and distance from the northwestern corner of the 60' Courtney Access Strip as shown in Map Book 25, Page 45, Carteret County Registry and running thence from

BOOK 1354 PAGE 468.

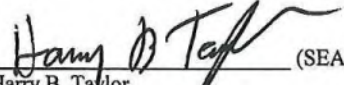
said point N 85-00 W 543.02' to the POINT OR PLACE OF BEGINNING; running thence from said point N 14-31-37 W 21.22' to a point; thence S 85-00 E 186.32' to a point; thence S 85-00 E 1,689.27' to a corner; thence from said point S 09-28-14 W 20.06' to a found iron pipe, the northwestern corner of the Courtney 60' Access Strip as shown in Map Book 24, Page 45, Carteret County Registry; thence from said point N 85-00-00 W 1,674.76' to a point, as evidenced by a set iron pipe; thence from said point N 85-00 W 192.18' to the POINT OR PLACE OF BEGINNING.

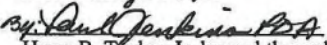
See map entitled, "Composite Map of Surveys for Carteret County, dated April 14, 2010, revised September 16, 2010, prepared by Powell Surveying Co., PA" which map is incorporated herein by reference.
This property does _____ or does not ☒ include the primary residence of the Grantor. (NCGS § 105-317.2)

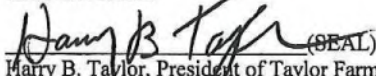
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the said party of the second part, in fee simple.

And said party of the first part does covenant with the party of the second part that he is seized of the said property and has the right to convey same in fee simple, and that he does warrant and defend the title to the said property against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, said party of the first part has hereunto set his hand and seal, the day and year first above written.

 (SEAL)
Harry B. Taylor
H.B. Taylor, Jr.

 (SEAL)
Harry B. Taylor, Jr. by and through his attorney in fact Paul Jenkins

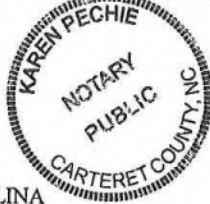
 (SEAL)
Harry B. Taylor, President of Taylor Farms Inc.

BOOK 1354 PAGE 468.

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, Karen Pechie, Notary Public of the County and State aforesaid,
certify that Harry B. Taylor personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and notarial seal this 10th day of October, 2010.



Karen Pechie
Notary Public

My Commission Expires: 7-7-2012

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

I, a Notary Public for said County and State, do hereby certify that Paul Jenkins, Attorney in Fact
for Harry B. Taylor Jr., personally appeared before me this day, and being by me duly sworn, says
that he executed the foregoing and annexed instrument for and in behalf of the said Harry B.
Taylor Jr., and that his authority to execute and acknowledge said instrument is contained in an
instrument duly executed, acknowledged and recorded in Book 812, Page 704, in the Office of the
Register of Deeds, Carteret County, North Carolina, on the 12th day of December, 1997 and that
this instrument was executed under and by virtue of the authority given by said instrument granting
power of attorney.

I do further certify that the said Paul Jenkins acknowledged the due execution of the foregoing and
annexed instrument for the purposes therein expressed for and in behalf of the said Harry B. Taylor
Jr.

WITNESS my hand and official seal/stamp, this 10th day of October, 2010.

Karen Pechie
Notary Public

My Commission Expires: 7-7-2012



BOOK 1354 PAGE 468

NORTH CAROLINA
CARTERET COUNTY

I, a Notary Public of the County and State aforesaid, certify that Harry B. Taylor, personally came before me this day and acknowledged that he is President of Taylor Farms Inc., a North Carolina corporation, and that he as President, being authorized to do so executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 16th day of October, 2010.

Karen Pechie

Notary Public

My Commission Expires: 7-7-2012



BOOK 1354 PAGE 468

Exhibit M- Leases

Exhibit M- Leases

SITE NAME: TRITON
SITE NUMBER: 391068

Verizon
WATER TOWER LEASE AGREEMENT
Plate

This Agreement made this *28th* day of *March*, 2019, between CARTERET COUNTY, a Body Politic, with a mailing address at 302 Courthouse Square, Beaufort, North Carolina 28516, hereinafter designated LESSOR and CELLCO PARTNERSHIP d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 209 Taylor Farm Road, Beaufort, Carteret County, North Carolina 28516, as shown on the Tax Map of Carteret County as Parcel Number 730704633251000 and being further described in Deed Book 1354 at Page 468 as recorded in the Office of the Carteret County Register of Deeds (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20') foot wide right-of-way extending from the nearest public right-of-way, TAYLOR FARM ROAD, to the Land Space. The Tower Space, Land Space, and Right of Way are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

OFFICIAL COPY

Nov 22 2022

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of TWENTY SIX THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$26,400.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. As additional consideration for this Agreement, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of TWO THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$2,200.00), which shall be considered as "additional rent" for the Premises for the period beginning on the date of this Agreement until the Commencement Date, which shall be paid within ninety (90) days from the date of full execution of this Agreement by the Parties. LESSOR recognizes that Section 3(a) of this Agreement governs the Commencement Date and that this Section 3(b) of this Agreement does not impact whether or not LESSEE chooses to commence the Term.

c. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

d. LESSOR shall, at all times during the Term, provide an adequate easement for both electrical service and telephone/fiber service to the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for each year of the term (or any extension terms) shall increase on each annual anniversary of the Commencement Date by 2% over the annual rent due for the immediately preceding year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental during each such additional five (5) year term shall adjust pursuant to Section 5. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. (a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees,

assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE; GOVERNMENTAL APPROVALS. LESSOR acknowledges approval of LESSEE's construction drawings depicting the installation of the corral and LESSEE's initial equipment. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. To the extent permitted by North Carolina law and subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost;

- i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the

enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary

Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSEE pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation (such as a Cell on Wheels) on the Property during any such relocation at no additional rental charge to LESSEE; and

Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSEE.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR

agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to

said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to

the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Carteret County
302 Courthouse Square
Beaufort, North Carolina 28516

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event

LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance

policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing,

the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. RESERVED.

38. RESERVED.

39. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

CARTERET COUNTY

By: Mark Mansfield

Print Name: MARK MANSFIELD

Title: Chairman

Date: 03/28/19

LESSEE:

**CELLCO PARTNERSHIP d/b/a
Verizon Wireless**

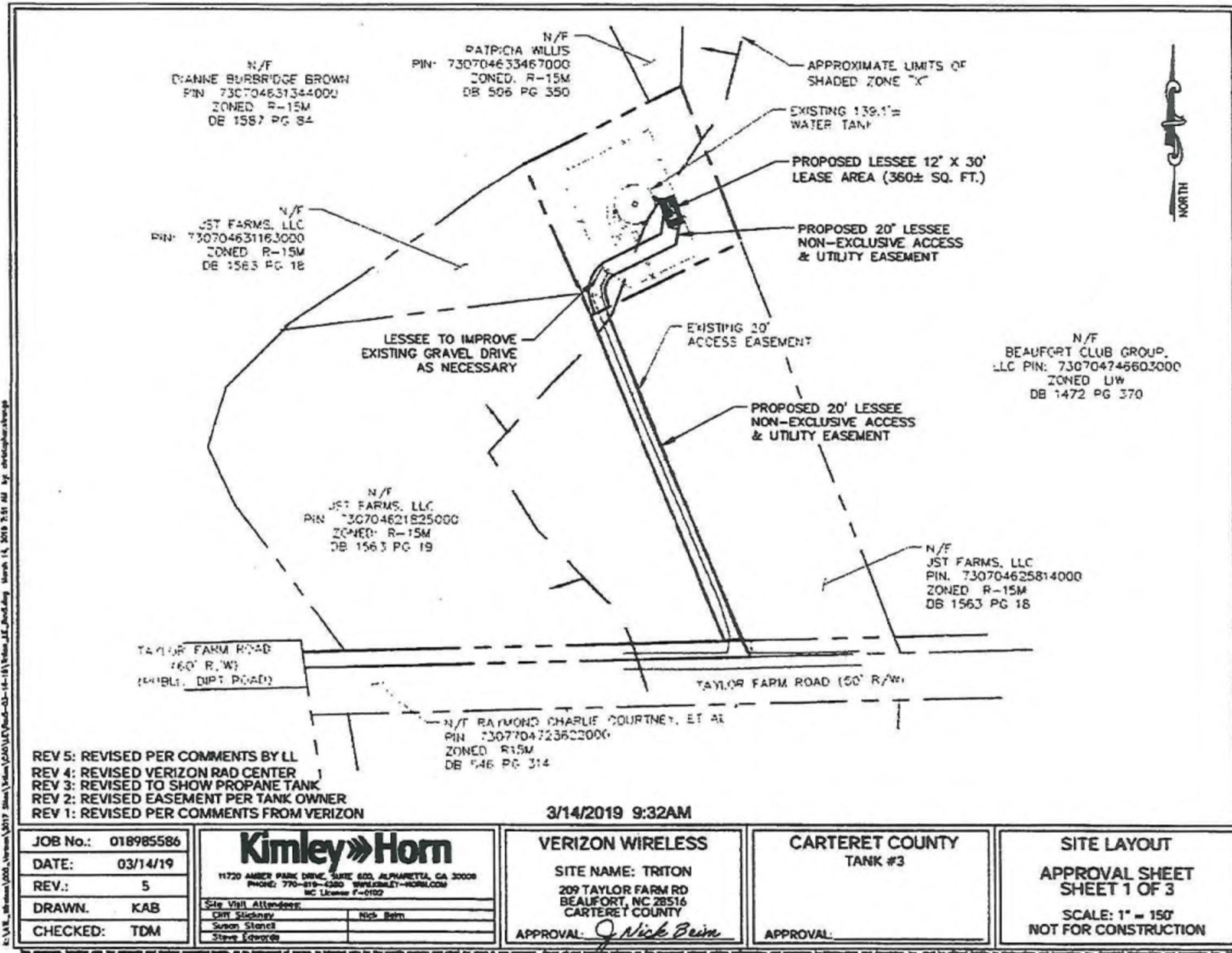
By: Eric A. Mann

Eric A. Mann

Director-Network Field Engineering

Date: 3/22/19

EXHIBIT A (Page 1 of 3)



JOB No.: 018985586 DATE: 03/14/19 REV.: 5 DRAWN: KAB CHECKED: TDM	Kimley-Horn 11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30009 PHONE: 770-219-4280 WILLIAM@KIMLEY-HORN.COM NC License F-0100 Site Visit Attendees: Chris Kishony Susan Stancil Steve Edwards	VERIZON WIRELESS SITE NAME: TRITON 209 TAYLOR FARM RD BEAUFORT, NC 28516 CARTERET COUNTY APPROVAL: <i>J. Nick Bevin</i>	CARTERET COUNTY TANK #3 APPROVAL:	SITE LAYOUT APPROVAL SHEET SHEET 1 OF 3 SCALE: 1" = 150' NOT FOR CONSTRUCTION
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EXHIBIT A (Page 2 of 3)

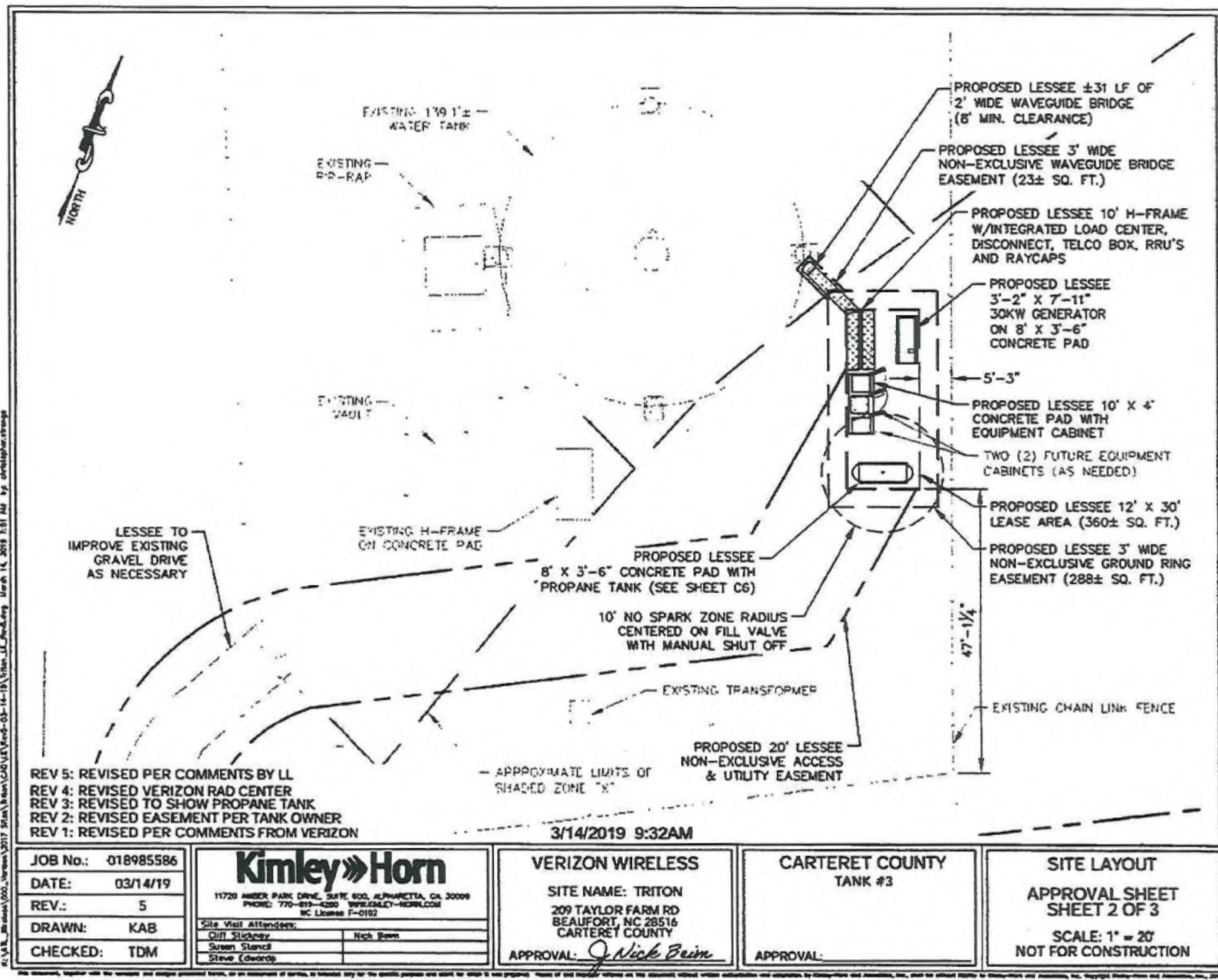


EXHIBIT A (Page 3 of 3)

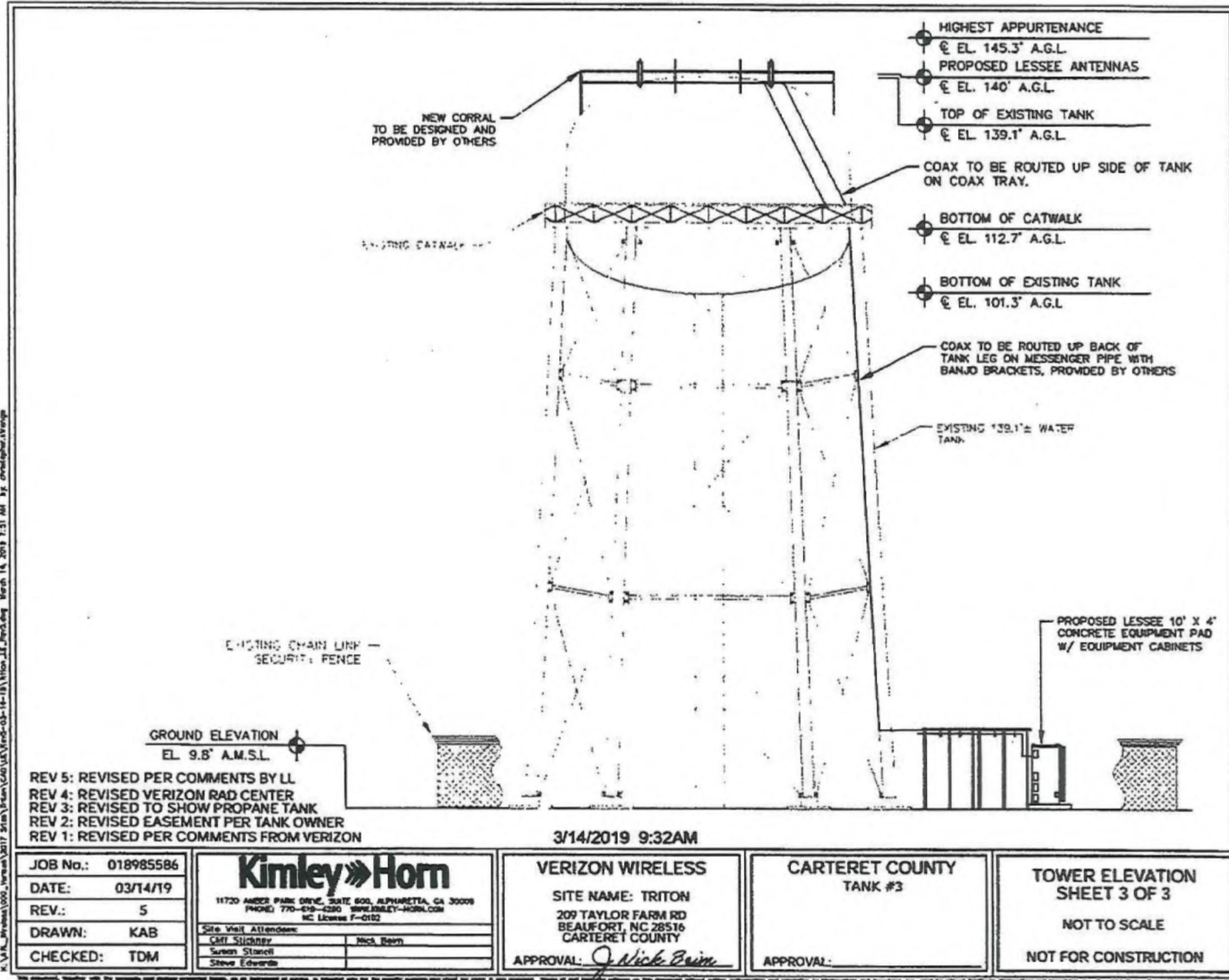


EXHIBIT B

A corral is to be installed by LESSEE on the top of the tank for the mounting of equipment by LESSEE. LESSEE shall have the right to install LESSEE's equipment upon the corral in Three (3) Sectors in up to the following quantities:

Six (6) Panel Antennas with a centerline of 140 feet
Two (2) Raycaps
Twelve (12) Remote Radio Units
Four (4) Hybrid Fiber Lines

OFFICIAL COPY
Nov 22 2022

*Sent to Verizon Wireless by
Call Center @ Waterplant*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CARTERET COUNTY	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ MUNICIPALITY	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 302 COURTHOUSE SQUARE	Requester's name and address (optional)
6 City, state, and ZIP code BEAUFORT, NORTH CAROLINA 28516	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
56	6001522

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Jimmy R. Burns, County Manager</i>	Date ▶ <i>3-21-19</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CLARK LAW, P.C.
5556 FRANKLIN ROAD, STE. 202
NASHVILLE, TN 37220

MELINDA C. TORRES
Desk: (615) 800-6152
Cell: (615) 975-1135
MELINDA.TORRES@CLARKFIRMPC.COM

March 26, 2019

VIA FEDEX OVERNIGHT

Carteret County
Attn: Rachel Hammer
302 Courthouse Square
Beaufort, NC 28516

Re: VERIZON WIRELESS LEASE DOCUMENTS—TRITON

Dear Ms. Hammer:

Enclosed for execution are the following documents in connection with the pending Verizon Wireless Lease Agreement. Also note that the counterparts of the Lease have already been executed by Verizon. Please use blue ink when completing the documents.

- Two (2) originals of the Water Tower Lease Agreement

Upon execution, please email me a pdf of the fully executed Lease and return One (1) original of the Lease to my attention using the enclosed pre-paid Fedex envelope.

If you have any questions, please feel free to contact me at (615) 800-6152.

Sincerely,

Melinda C. Torres
Paralegal

OFFICIAL COPY
Nov 22 2022

Exhibit N- Assets

Exhibit N- Assets

System No	Description
SCADA	
Booster Pump House1	SCADA System*
Land	
Laurel Road Aerial Tank	Land Property
Laurel Road Treatment Plant	Land Property
Jonaquins Creek Water House	Land Property
Aerial Tank	Land Property
Booster Pump Station-1	Land Property
Booster Pump Station-2	Land Property
Booster Pump Station-3	Land Property
Elevated Tank	Land Property
	Sub Total
Well House	Water withdrawal house*
Jonaquins Creek Well House and Storage	Merrimon Water System*
Fire Hydrants	Fire rescue purposes
Water Treatment Plants	Supply/Distribution*
Piping System	
2" PVC	(26,400 ft, \$10/ft)
4" PVC	(1,320 ft, \$16/ft)
6" PVC	(151,588 ft, \$24/ft)
6" Ductile	(4,700 ft, \$28/ft)
8 " PVC	(104,477 ft, \$28/ft)
8" Ductile	(3,235 ft, \$32/ft)
10" PVC	(3,168 ft, \$34/ft)

Vehicle Inventory as of January 2021

Department: 7110 Water
(no. & name)

Car #	Year	Make/Model	VIN#	License #	Current Mileage	Vehicle Usage	Avg. Annual Miles	Fuel Card #
217	2014	Ford F 150	1FDBF2A62EEA74385	20168V	152469	Daily Operation	24,000	0068-1
1147	2017	Ford Truck F350	1FDRF3B6XHEF21147	11753W	48013	daily Operator	11,000	0233-1

OFFICIAL COPY

Nov 22 2022

Exhibit O- Rates & Fees

Carteret County
Water Service
Fee Schedule
FY 2021-2022

OFFICIAL COPY

Nov 22 2022

3/4" Meter

Basic Charge (No Usage) Flat Fee \$53.65 / mo. Covers 1st 1,000
gals. Volume Charge \$13.45 per 1,000 gals

1" Meter

Basic Charge (No Usage) Flat Fee \$74.10 / mo. Covers 1st 1,000
gals. Volume Charge \$13.45 per. 1,000 gals

2" Meter

Basic Charge (No Usage) Flat Fee \$214.50 / mo. Covers 1st 15,000
gals. Volume Charge \$13.45 per 1,000 gals

4" Meter

Basic Charge (No Usage) Flat Fee \$663.00 / mo. Covers 1st 53,000
gals. Volume Charge \$13.45 per 1,000 gals

Merrimon System (3/4" Meter)

Basic Charge (No Usage) Flat Fee 31.20 / mo. Covers 1st 1,000 gals.
Volume Charge \$13.45 per 1,000 gals

Town of Beaufort (Eastman's Creek)

Basic Charge (No Usage) Flat Fee \$53.65 / mo. Covers 1st 1,000
gals. Volume Charge \$13.45 per 1,000 gals

CWSNC would retain your current rates at the time of APA execution until our next approved rate case, at which time Carteret customers would move into our then current rate structure. We anticipate the next rate case filing would occur in July 2022 with new uniform rates becoming effective 12-18 months after filing.

Rates are subject to final legal review as well as regulatory and Corix Board approval

/A

REVISED FORM APPLICATION EXHIBIT 7a, 7b, 7c, 7d

Please see attached contracts and agreements.

STATE OF NORTH CAROLINA

COUNTY OF CARTERET

MUTUAL AID WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this the 21st day of February, 2011, by and between the County of Carteret, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "CC"), and the Town of Beaufort, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as "TOB").

WITNESSETH

WHEREAS, the County of Carteret operates and manages groundwater supply wells, a water treatment facility and a water distribution system located within its service area boundaries; and

WHEREAS, the Town of Beaufort operates and manages groundwater supply wells, a water treatment facility and a water distribution system located within its service area boundaries; and

WHEREAS, the parties recognize that water and its treatment is an important issue concerning long-term environmental soundness and that there exists a limited and finite capacity to supply, treat and distribute potable water; and

WHEREAS, the County of Carteret and the Town of Beaufort recognize that a coordinated approach to supplying and distributing potable water improves each system's capacity to serve its citizens resulting in increased growth and economic opportunities; and

WHEREAS, the County of Carteret and the Town of Beaufort have reached an agreement for providing mutual aid and assistance for the supply of potable water under emergency conditions described herein and the parties desire to set forth the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual benefits, representations, and Agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, each with the other, as follows:

I. PURPOSE.

The Purpose of this agreement is to set forth the understandings and agreements of the parties regarding:

- A. The purchase of potable water by the County of Carteret and the Town of Beaufort under emergency mutual aid conditions.

II. CARTERET COUNTY RESPONSIBLE FOR CONNECTION OF CARTERET COUNTY WATER SYSTEM TO THE TOWN OF BEAUFORT WATER SYSTEM AND FOR CONSTRUCTION OF BOOSTER PUMP STATION TO CONVEY WATER FROM TOWN OF BEAUFORT WATER SYSTEM TO CARTERET COUNTY WATER SYSTEM

Carteret County shall cause the design and construction of water pumping and distribution facilities within its water distribution system to connect existing CC water lines on US 70 near Shell Landing Road to existing Town of Beaufort water lines along US 70 near Shell Landing Road thereby connecting the two water systems in a manner that will allow the transfer of water in the event valves separating the two water systems are opened. Under normal operating conditions, valves separating the two water systems will remain in the closed position such to prevent the transfer of water between the two systems. In the event of any emergency conditions, as described hereinafter, each party shall have the right to request emergency mutual aid and purchase of water from the other party through the connection points described above. Carteret County plans to construct automatic valves, piping and controls that will automatically allow the purchase of water from the Town of Beaufort water system upon the event water pressure in the Carteret County water system along highway 70 falls below 30 psi. Normal water pressure in the Carteret County water system along US 70 is approximately 50 psi.

The Town of Beaufort shall make a one-time payment in the amount of \$5,000 to Carteret County on or before June 30, 2011 in consideration for these improvements to be constructed by Carteret County.

III. EMERGENCY MUTUAL AID CONDITIONS

Emergency mutual aid conditions under which either party could be requested by the other to sell treated potable water are defined as, but not limited to, those conditions under which either party cannot provide treated potable water to some or all of its water customers, for any reason, and conditions for which a supplemental supply of treated potable water is needed to maintain water pressure above 30 psi and meet the basic, life sustaining and public health needs of those water customers.

In the event of emergency mutual aid conditions, each party agrees to provide and sell potable treated water to the other party to the maximum extent possible without violating any State or Federal rules or regulations pertaining to its water system.

The rate per thousand gallons at which the Town of Beaufort will sell water to Carteret County under Emergency Mutual Aid conditions shall be no higher than the lowest unit rate for water charged to any other Town of Beaufort customer. The rate per thousand gallons at which Carteret County will sell water to the Town of Beaufort under Emergency Mutual Aid conditions shall be the same rate at which the Town of Beaufort sells water to Carteret County.

IV. TERM OF AGREEMENT

The term of this Agreement shall be initially for forty (40) years, and thereafter may be renewed or extended for a ten (10) year additional term or terms as may be agreed upon.

Both parties shall commence on or before the thirty-eighth (38th) anniversary of this Agreement, good faith negotiations of the terms and conditions contained herein, to provide for the Agreement's continuation for an additional term of ten (10) years on the basis which serve the interests of each party.

Both parties agree that subsequent ten (10) years term extensions of this Agreement shall be made in this same manner, for a total time period mutually agreed upon by both parties.

V. DELIVERY AND BILLING FOR SERVICE

The quantity of water furnished under Emergency Mutual Aid Conditions shall be metered for the purpose of billing. In the event of a meter malfunction, the quantity of water shall be estimated. The basis for the estimate shall consider water produced in the preceding month and historical usage patterns of both parties

All billings shall be paid within thirty (30) days of the billing date. A late payment charge of one percent (1%) per month shall be applicable to all bills not paid within thirty (30) days of the billing date.

VI. LIMITED WARRANTY

The TOB agrees that the TOB shall be solely responsible for all water entering the TOB's water distribution system from CC's water distribution system via the emergency mutual aid connection, which includes, but is not limited to, responsibility for the quality of all water under all applicable Federal and State statutes and regulations, including the Safe Drinking Water Act of 1974, as amended, and the North Carolina Drinking Water Act, NCGS Section 130A-311.

CC shall furnish the TOB at the point of delivery described above with water of its quality commensurate with that furnished to CC's customers within the Carteret County Water System Service Area. CC makes no other warranty, express or implied, in connection

with the provision and sale of water pursuant to this Agreement. CC has no liability under any circumstances for deficiency or failure in the quantity, quality, or supply of water occasioned by any cause whatsoever.

**CC MAKES NO IMPLIED WARRANTY OF
MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR
USE OR PURPOSE IN CONNECTION WITH THE SALE OF
WATER.**

A list of chemicals used in the treatment of water at the CC Water Treatment Facility is available for inspection during normal business hours at that facility. The chemicals used may change from time to time. CC shall notify the TOB of any significant change in the water treatment process or finished water quality.

CC agrees that CC shall be solely responsible for all water entering CC's water distribution system from the TOB water distribution system via the emergency mutual aid connection, which includes, but is not limited to, responsibility for the quality of all water under all applicable Federal and State statutes and regulations, including the Safe Drinking Water Act of 1974, as amended, and the North Carolina Drinking Water Act, NCGS Section 130A-311.

The TOB shall furnish CC at the point of delivery described above with water of its quality commensurate with that furnished to the TOB's customers within the TOB Water Service Area. The TOB makes no other warranty, express or implied, in connection with the provision and sale of water pursuant to this Agreement. The TOB has no liability under any circumstances for deficiency or failure in the quantity, quality, or supply of water occasioned by any cause whatsoever.

**THE TOB MAKES NO IMPLIED WARRANTY OF
MERCHANTABILITY OR OF FITNESS FOR ANY
PARTICULAR USE OR PURPOSE IN CONNECTION WITH
THE SALE OF WATER.**

VII. DEFAULT

If either party defaults hereunder and such default is not cured within thirty (30) days after written notice thereof from the other party then the non-defaulting party may thereupon terminate this Agreement by written notice to the defaulting party or may seek such other remedies and recourses as may be available to it at law or in equity.

VIII. REPRESENTATIONS AND MODIFICATIONS OF AGREEMENT

No officer, official, employee or agent of CC or the TOB may, or shall have the authority or power to, amend, modify or alter this Agreement or waive any of its conditions so as to bind CC or the TOB by making any promise or representation not contained herein, unless such modification or revision is:

- A. In writing; and
- B. Formally approved in the same manner as this Agreement is originally approved;
and
- C. Duly executed by all parties hereto.

IX. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against CC or the TOB.

X. ENTIRE AGREEMENT

This Agreement and all attachments hereto and all material incorporated herein, represents the entire understanding and agreement of the parties with respect to the subject matter hereof, supersede all prior oral negotiations and can be amended, supplemented, modified or changed only as provided herein.

This Agreement also supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument signed by CC and the TOB.

XI. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement.

XII. SUCCESSORS AND ASSIGNS

This Agreement may not be assigned by either party without written consent of all other parties. Subject to the foregoing, this Agreement shall be binding upon and its benefits inure to the parties, their successors and assigns. This provision shall not be construed as impeding the right of either party to sell finished water to other governmental entities.

XIII. TERMINATION / EXTENSION OF AGREEMENT

CC and the TOB agree that either party may terminate this Agreement with a six (6) year written notice of intent to terminate.

In the event that any breach of this Agreement is not cured within six (6) months following written notice of such breach, this Agreement may be terminated by the party not responsible for or causing the breach.

This Agreement may be terminated in the event a court of competent jurisdiction or any federal or state agency with authority to do so, restricts or limits, directly or indirectly, any of CC's or the TOB's rights to obtain, sell, contract for, purchase, distribute or treat water at facilities addressed by this Agreement.

XIV. FORCE MAJEURE

This Agreement is subject to force majeure, and performance hereunder may be excused in the event of accidents, acts of God, weather conditions, regulations or restrictions imposed by other government entity or agency, or any other delay beyond the control of the parties hereto. If delivery of water service hereunder within a reasonable time is prevented by any cause of force majeure, then this Agreement may, at the option of either party, be suspended until the ability of the parties to perform their respective rights and obligations is restored.

XV. WAIVER AND INDEMNITY

To the fullest extent allowed by law, CC assumes responsibility for and shall hold harmless, defend and indemnify TOB against all liability, claims, judgments, losses, costs, and expenses (including reasonable legal fees), for any injury, loss, or damage to persons or property including fines by any Federal or State agency and also including personal injury or property damage on account of, or in any way arising out of, the design, construction, maintenance and operation of water utility infrastructure owned by CC.

To the fullest extent allowed by law, the TOB assumes responsibility for and shall hold harmless, defend and indemnify CC against all liability, claims, judgments, losses, costs, and expenses (including reasonable legal fees) for any injury, loss, or damage to persons or property, including fines by any Federal or State agency, and also including personal injury or property damage on account of, or in any way arising out of the design, construction, maintenance and operation of water utility infrastructure owned by the TOB.

Neither party shall be responsible to indemnify the other against any claim, damage or loss for bodily injury or property damage to the extent that such damages are caused by the negligence of the other party or its agents, employees, contractors or other representatives. Each party shall notify the other in writing of any claim for indemnification hereunder, and shall describe in such notice the nature and cause of the claim. The party against whom the claim is asserted shall be allowed a reasonable time and opportunity to cure, mitigate, defend and otherwise address the claim.

XVI. MEDIATION

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C.G.S. Sect. 7A-381(c)

except as specifically provided otherwise herein. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Carteret County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XVII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of North Carolina. The venue for settlement of disputes shall be the courts within the County of Carteret.

XVIII. NOTICES

All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received (a) when hand delivered to the address stated below, (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

TO: Town of Beaufort
P.O. Box 390
215 Pollock Street
Beaufort, NC 28516
Attn: Town Manager

TO: County of Carteret
Courthouse Square
Beaufort, NC 28516
Attn: County Manager

Either party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to the other.

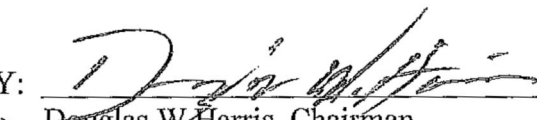
XIX. RATIFICATION

This Agreement shall not be binding upon either party until ratified by the governing boards of the TOB and CC and recorded in the meeting minutes of a meeting of each respective governing board.

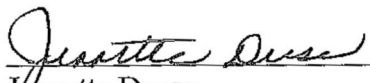
IN TESTIMONY WHEREOF, the TOB and CC have caused this AGREEMENT to be executed by their respective Mayor and Chairman, their corporate seal to be affixed and attested by their respective Clerks, all by the authority of the respective governing boards, its official seal affixed and attested to by the Secretary to the governing board, the day and year first written above.

Executed by the County of Carteret, this the 21 day of February, 2011.

COUNTY OF CARTERET

BY: 
Douglas W Harris, Chairman
County of Carteret

ATTEST:


Jeanette Deese
Clerk to the Board

This AGREEMENT has been preaudited in accordance with the provision and requirements of the Local Government Budgeting and Fiscal Control Act.


BY: 
Dee Meshaw, Finance Officer
County of Carteret

STATE OF NORTH CAROLINA

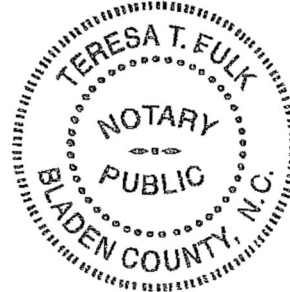
COUNTY OF CARTERET

I, Teresa T. Fulk, a Notary Public of the County and State aforesaid, certify that Douglas W. Harris, who being by me duly sworn, says that he is Chairman of the Board of the County of Carteret, and that Jeanette Deese is Clerk of said Board, that the seal affixed to the foregoing and attested instrument is the seal of the County of Carteret, North Carolina, and that said instrument was signed by him as Chairman of the Board and by the Clerk of said Board, who affixed the official seal of the County of Carteret to said instrument; and that the said Douglas W. Harris, Chairman of the Board of the County of Carteret, acknowledged said instrument to be the act and deed of the County of Carteret.

WITNESS my hand and Notarial Seal, this the 21st day of February, 2011.

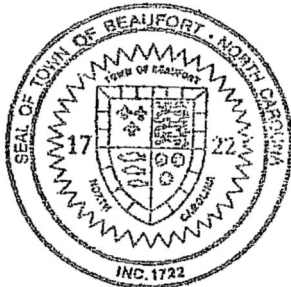

Notary Public

My Commission Expires: 3-13-2013



The Board of the Town of Beaufort, meeting in regular session on February 14, 2011, did approve this Agreement dated February 14, 2011.

TOWN OF BEAUFORT



BY: _____

Richard L. Stanley
Mayor

ATTEST:

Michelle Davis

Michelle Davis
Town Clerk

This AGREEMENT has been preaudited in accordance with the provision and requirements of the Local Government Budgeting and Fiscal Control Act.

BY: _____

Charles W. Burgess, Town Manager
Town of Beaufort

STATE OF NORTH CAROLINA

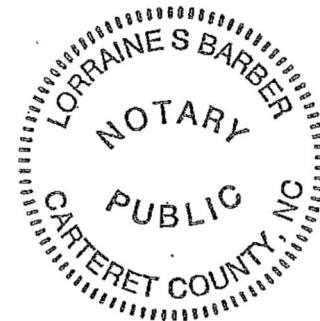
COUNTY OF CARTERET

I, LORRAINE S BARBER, a Notary Public of the County and State aforesaid, certify that Richard L. Stanley who being by me duly sworn, says that he is Mayor of the Town of Beaufort, and that Michele Davis is Town Clerk of said Town of Beaufort, that the seal affixed to the foregoing and attested instrument is the seal of the Town of Beaufort, and that said instrument was signed by him as Mayor of said Town and by the Town Clerk, who affixed the official seal of the Town of Beaufort to said instrument; and that the said Richard L. Stanley, Mayor of the Town of Beaufort acknowledged said instrument to be the act and deed of the Town of Beaufort.

WITNESS, my hand and Notarial Seal, this the 21st day of February 2011.

Lorraine S Barber
Notary Public

My Commission Expires: May 10 2014



Carteret County Government

Board of Commissioners

Sam Stell, Chairman
Doug Brady, Vice-Chairman
Bettie Bell
Pat Joyce
Jimmy LaShan
Jonathan Robinson
Mac Wells



County Manager

Robert M. Murphy
Tel: (252) 728-8450
Fax: (252) 728-2092

December 13, 1999

MEMO TO: Board of Commissioners

FROM: Robert Murphy, County Manager

SUBJECT: Approval of Utility Agreement between Carteret County and the East Craven Water and Sewer District

Attached for your consideration is a utility agreement between the County and the East Craven Water and Sewer District. The attached agreement outlines conditions for the interconnection of the County's water system and the East Craven water system.

The project plans for the proposed Mill Creek water system include a connection to the East Craven water system. Under the attached agreement, East Craven and the County agree to sell water to each other when necessary as a result of normal service needs, natural disaster, or other emergency. The agreement specifies that each party may refuse or restrict the sale of water to the other in the event that normal or emergency conditions affect the seller's ability to provide water to its own customers. The agreement also outlines billing practices and requires the County to install metering equipment at the point of interconnection.

The interconnection of the two water systems will enhance each party's ability to provide an adequate water supply to its customers. The attached utility agreement, by interconnecting the two water systems, also establishes a regional utility system as defined by the state. The creation of a regional utility system will enhance future water and wastewater grant applications submitted by the County, including the Mill Creek water system grant that has been re-submitted.

Approval of the attached utility agreement is recommended.

STATE OF NORTH CAROLINA
COUNTY OF CARTERET

THIS AGREEMENT made this 19th day of November, 1999 by and between EAST CRAVEN WATER AND SEWER DISTRICT, hereinafter called EAST CRAVEN; and THE COUNTY OF CARTERET, hereinafter called County; all parties being governmental entities under the laws of the State of North Carolina;

WITNESSETH:

WHEREAS, East Craven and County own, operate and maintain public water systems in Carteret County, and

WHEREAS, the water systems of East Craven and County are proposed to be interconnected near the Harlowe community to allow the transfer of water between the water systems, and

WHEREAS, East Craven and County believe it is in the best interests of their respective water customers to enter into this Agreement as hereinafter set forth.

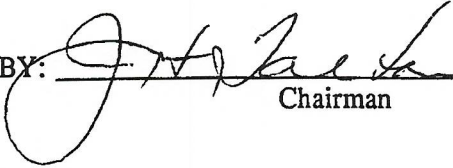
NOW, THEREFORE, EAST CRAVEN and COUNTY hereby enter into this Agreement as follows:

1. East Craven will sell to the County as much water as it needs for normal service needs or in the event of a natural disaster or for emergency use by the County provided however, East Craven may refuse or restrict the sale of water to the County in the event it would affect the normal or emergency needs of East Craven and its customers for water. The County and its customers agree to comply with any conservation measures in effect in East Craven at the time said water is being sold to the County.
2. The County agrees to sell to East Craven as much water as it needs for normal service or in the event of a natural disaster or for emergency use by East Craven provided however, the County may refuse or restrict the sale of water to East Craven in the event it would affect the normal or emergency needs of the County and its customers for water. East Craven and its customers agree to comply with any conservation measures in effect in the County at the time said water is sold to East Craven.

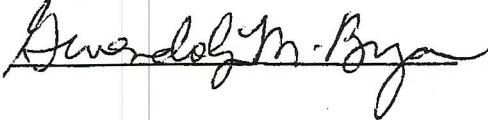
3. Each party shall pay to the other within thirty days of the receipt of a statement for water used by the respective party the amount billed to it. The parties agree to use the rate schedule then in effect at the time said water is supplied to either respective party.
4. The County will install at its own expense metering equipment for properly measuring the quantity of water to be delivered to either party at or near the intersection of NCSR 1391 and NC Highway 101 near Harlowe. Each party agrees to operate and maintain at its own expense its metering equipment. In the event of any error in the reading of meters or any subsequent metering equipment installed by either party, the parties agree to use East Craven's metering policy for errors then in effect if and when an error occurs in the amount of water furnished.
5. Each party agrees to request service and receive authorization from the other party prior to receiving service.
6. Each party agrees to indemnify and hold the other harmless from and against all losses, damages, claims, costs, and expenses, including reasonable attorneys fees, arising out of the terms of this agreement and specifically from the supplying of water from either party to the other party.
7. In consideration of the signing of this agreement, the parties hereto for themselves, their agents, official, employees and servants agree not to discriminate in any manner on the basis of race, sex, color, creed or national origin in reference to the subject matter of this Agreement.
8. This Agreement shall continue in effect until terminated by mutual agreement of the parties or upon the giving of written notice by one party to the other of its intent to terminate this Agreement, such written notice to be given at least twelve months prior to the effective date of the termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

EAST CRAVEN WATER AND SEWER DISTRICT

BY: 
Chairman

ATTEST:

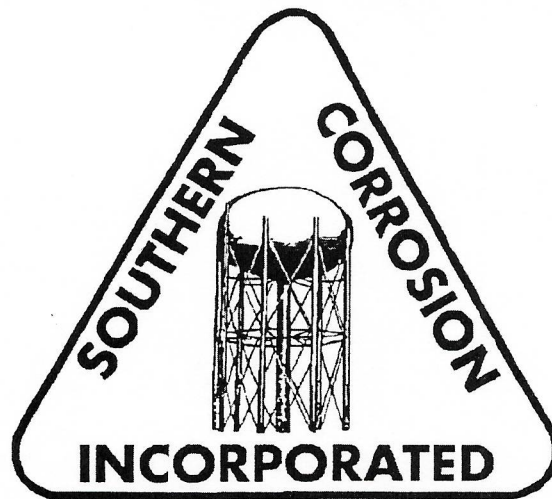


COUNTY OF CARTERET

BY: _____
Chairman

ATTEST:

Clerk to the Board



WATER TANK MANAGEMENT AGREEMENT

This Agreement made and entered into as of the Effective Date: 10-16-2022 by and between SOUTHERN CORROSION, INC., a North Carolina corporation, having its principal office at 738 Thelma Rd, Roanoke Rapids, North Carolina, (hereinafter referred to as "Southern Corrosion") and Carteret County, NC (hereinafter referred to as the "Owner"):

WITNESSETH:

The Owner desires that Southern Corrosion perform certain maintenance service on the water tank known as the 200,000 Gallon Elevated Tank as described in the proposal which is attached hereto and by reference made a part here of (the "Maintenance Services"); and

Southern Corrosion desires to perform such Maintenance Services described in said proposal selected by the Owner upon the terms and conditions set forth in this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants set forth herein the parties hereto agree as follow:

1. DEFINITIONS. For the purposes of this Agreement the following definitions shall apply:

(a) "Effective date" shall mean the date on which this Agreement, executed by the Owner, is accepted by Southern Corrosion by the execution thereof by its appropriate corporate officers at its principal office.

2. TERMS OF MANAGEMENT AGREEMENT. The initial term of this Agreement shall be for a period of twelve (12) months commencing on the Effective Date, unless otherwise terminated or canceled as provided in Paragraph 7. The initial term shall be automatically extended successive additional periods of twelve (12) months each unless the Owner notifies Southern Corrosion in writing sixty (60) days prior to the expiration of the then existing term that it does not extend this Agreement.

3. PERFORMANCE OF MAINTENANCE SERVICES. Southern Corrosion shall

perform the Maintenance Services selected by the Owner and described in proposal attached hereto and by reference made a part hereof.

4. CHARGES. The Owner shall pay Southern Corrosion charges for Maintenance Services selected by Owner as set forth on the proposal attached hereto and by reference made a part hereof. All charges shall be due and payable upon receipt of Southern Corrosion's invoice therefor.

5. REPRESENTATIONS BY THE OWNER. The Owner hereby makes the following representations and warranties:

(a) The Owner has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of the Owner legally binding upon the Owner and enforceable against the Owner in accordance with its terms.

6. REPRESENTATIONS BY SOUTHERN CORROSION. Southern Corrosion represents and warrants to Owner all of which represents and warranties that:

(a) That Southern Corrosion is fully authorized to enter into this Management Agreement. Southern Corrosion has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement constitutes the valid obligation of Southern Corrosion legally binding upon Southern Corrosion and enforceable against Southern Corrosion in accordance with its terms.

7. TERMINATION/CANCELLATION. This Agreement may be terminated/canceled by Southern Corrosion if Owner is in default of any provision hereof and such default has not been cured within twenty (20) days after notice of default is given to Owner or Owner becomes insolvent or seeks protection voluntarily or involuntarily under any Bankruptcy Law.

(a) In the event of any termination/cancellation of this Agreement, Southern Corrosion may (1) declare all amounts owed to Southern Corrosion to be immediately due and payable, (2) cease performance of all Maintenance Service hereunder without liability to Owner.

(b) In the event of default hereunder, Owner agrees to pay interest at the highest legal rate on all sums due under the Agreement and all costs of collection including a reasonable attorney's fee of fifteen percent (15%) of said amount due Southern Corrosion.

(c) The foregoing rights and remedies shall be cumulative and in addition to all other rights and remedies available in law or in equity to Southern Corrosion.

8. LIMITATION OF LIABILITY. In no event shall Southern Corrosion be liable to Owner for indirect, special or consequential damages or lost profits arising out of or related to this Management Agreement of the performance or breach thereof even if Southern Corrosion has been advised of the possibility thereof. Southern Corrosion's liability to Owner hereunder if any, shall in no event exceed the total of the amounts Owner has paid Southern Corrosion hereunder.

9. EXCUSABLE DELAY. Southern Corrosion shall not be liable for any delays or failure in performance of Maintenance Services hereunder if such delays or failures are due to strikes, inclement weather, acts of god or other causes beyond Southern Corrosion's reasonable control.

10. REGULATIONS. Performance of the Maintenance Services is predicated on work practices, methods, and procedures legal as of the effective date. Subsequently enacted regulations that effect or alter Southern Corrosion's work practices, methods, and procedures, to perform, or add additional burdens to performance, will be grounds for renegotiating the amount of payment originally agreed upon.

11. GENERAL.

(a) Notices. Notice of the breach of any covenant, warranty or other provision of the Agreement and all communications and notices provided for in this Agreement shall be deemed given when in writing, addressed to the parties at the addresses set forth below, and deposited, certified mail, postage prepaid in the United States mail:

Owner:

Carteret County
302 Courthouse Square
Beaufort, NC 28516

Southern Corrosion Inc.
738 Thelma Rd
Roanoke Rapids, NC 27870

(b) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent by either party shall not be unreasonably withheld.

(c) Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina.

(d) Entire Agreement. This Agreement is an integrated document and contains the entire agreement between the parties. No modifications, extensions, or waiver of this Agreement or any of the provisions hereof, nor any representation, promise or condition relating to the Agreement shall be binding upon the parties hereto unless made in writing and signed by the parties hereto.

(e) Binding effects. The provisions of this Agreement shall bind and inure to the benefit of Southern Corrosion and the Owner, and their successors, legal representatives and assigns.

IN WITNESS WHEREOF the parties have hereto executed this Agreement in the manner provided by Law, this the day and year first above written.

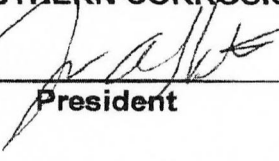
ATTEST:


Asst. Secretary

(Corporate Seal)

SOUTHERN CORROSION, INC.

BY:




President

ATTEST:

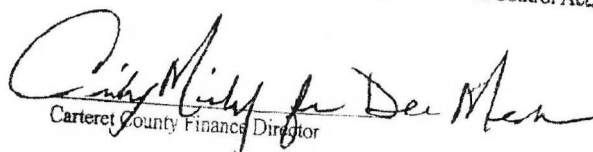


CARTERET COUNTY, NC

BY:



County Attorney

This instrument has been preaudited in the manner
required by the Local Government Budget and Fiscal Control Act.


Carteret County Finance Director

SOUTHERN CORROSION INC.
WATER TANK MANAGEMENT SCHEDULE

Date: February 13, 2006
Customer: Carteret County, NC
Tanks: 200,000 Gallon Elevated Tank

Year 1 - 2006

- 1) Visual inspection and repairs uncovered through inspection.

Year 2 – 2007

- 1) Visual inspection and repairs uncovered through inspection.

Year 3 - 2008

- 1) Visual inspection and repairs uncovered through inspection.

Year 4 – 2009

- 1) Visual inspection and repairs uncovered through inspection.

Year 5 – 2010

- 1) Visual inspection and repairs uncovered through inspection.
2) Repaint Exterior:
a) Pressure wash all exterior surfaces using 4,000 psi pressure washers.
b) Spot clean all bare metal surfaces using hand and power tools in accordance with SSPC surface preparation methods #2 & #3.
c) Spot prime coat all bare metal surfaces using an epoxy-mastic primer at 2.5 to 3.5 mils dry film thickness.
d) Apply a full finish coat of polyurethane to all exterior surfaces at 2 to 3 mils dry film thickness.
e) Reapply the existing sign, "CARTERET COUNTY", as it currently appears.
3) Wash-out Interior:
a) Wash-out interior using 4,000 psi pressure washers to remove accumulated mud and sediment.
b) Disinfect interior using AWWA Disinfection Method #2, spray method.
4) Inspection Report

Year 6 - 2011

- 1) Visual inspection and repairs uncovered through inspection.

Year 7 – 2012

- 1) Visual inspection and repairs uncovered through inspection.

Year 8 - 2013

- 1) Visual inspection and repairs uncovered through inspection.

Year 9 – 2014

- 1) Visual inspection and repairs uncovered through inspection.

Year 10 – 2015

- 1) Visual inspection and repairs uncovered through inspection.

2) Inspection Report

3) Repaint Interior:

- a) Abrasive blast all interior surfaces to bare metal in accordance with SSPC surface preparation method #10, near white grade.
- b) Apply a full prime coat of epoxy that is NSF approved for contact with potable water at 4 to 5 mils dry film thickness.
- c) Apply a "stripe" coat of epoxy that is NSF approved for contact with potable water to all weld seams below the high water level using paint brushes and rollers.
- d) Apply a full finish coat of epoxy that is NSF approved for contact with potable water at 4 to 5 mils dry film thickness.
- e) Disinfect interior using AWWA Disinfection Method #2, spray method.
- f) Test abrasive blast debris for the 8 RCRA Heavy metals using the TCLP Method.
- g) Dispose of abrasive blast debris in accordance with Federal, State, and Local regulations.

4) Repaint Exterior:

- a) Pressure wash all exterior surfaces using 4,000 psi pressure washers.
- b) Spot clean all bare metal surfaces using hand and power tools in accordance with SSPC surface preparation methods #2 & #3.
- c) Spot prime coat all bare metal surfaces using an epoxy-mastic primer at 2.5 to 3.5 mils dry film thickness.
- d) Apply a full finish coat of polyurethane to all exterior surfaces at 2 to 3 mils dry film thickness.
- e) Reapply the existing sign, "CARTERET COUNTY", as it currently appears.

SCHEDULE CONTINUATION

The tank will be visually inspected every year. The tank interior will be washed-out at 5 year intervals and an inspection report provided, until 15 years has elapsed from the last time the interior was recoated. The tank interior will be recoated at 15 year intervals. The exterior will be recoated at 5 year intervals.

After Year 10:

The next wash-out & report is scheduled for Year 15 of the Service (Year 2020), the next repainting of the tank exterior is scheduled for Year 15 of the Service (Year 2020),

and the next repainting of the tank interior is scheduled for Year 25 of the Service (2040).


At no time does the service include the complete abrasive blasting of the exteriors of any of the tanks.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic

Emergency service will apply during the entire period. We will guarantee a 24 hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the first year of the service is \$6,873.00 per year. All subsequent year premiums will be the total of the immediate prior year's premium amount plus the % change in the CPI (Consumer Price Index) for that previous year (ie. Year 2 premium equals Year 1 premium plus the % change in the CPI for Year 1).

Each year represents a 12 month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12 month period that represents the contract term. The annual premium is due within 30 days of the contract date. Premiums quoted are firm for 60 days.


JAMES A. SKILTON
President



302 Courthouse Square
Beaufort, NC 28516

Business: (252) 728-8580
Cell: (252) 342-0513
Fax: (252) 728-2092
jeanettetd@carteretcountygov.org

ERN CORROSION INC.
MENT ADDENDUM TO CONTRACT – ADD
C BELOW TO SERVICE

Date: May 21, 2012
Customer: Carteret County, NC
Tank: 200,000 Gallon Mill Creek Water Tank - 2

SCHEDULE

Year 1 - 2012

- 1) Visual Inspection & any repairs uncovered through inspection.

Year 2 - 2013

- 1) Visual Inspection & any repairs uncovered through inspection.

Year 3 - 2014

- 1) Visual Inspection & any repairs uncovered through inspection.

Year 4 – 2015

1) Wash-out Interior:

- A) Wash-out interior to remove accumulated sediment on the tank floor.
B) We will sterilize the interior by way of A.W.W.A. disinfection method #2, spray method.

2) Inspection Report

Year 5 - 2016

- 1) Visual Inspection & any repairs uncovered through inspection.

Year 6 - 2017

- 1) Visual Inspection & any repairs uncovered through inspection.

Year 7 - 2018

- 1) Visual Inspection & any repairs uncovered through inspection.

Year 8 - 2019

- 1) Visual Inspection & any repairs uncovered through inspection.

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Year 9 - 2020

1) Repaint Exterior:

- A) Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- B) Clean all rusted areas to bare metal using hand & power tools in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- C) Prime coat all bare metal surfaces with an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
- D) Apply one(1) full finish coat of polyurethane paint to all exterior surfaces applied at 2 to 3 mils dry film thickness.
- E) Reapply the existing sign, "CARTERET COUNTY", as it currently appears.

2) Wash-out Interior:

- A) Wash-out interior to remove accumulated sediment on the tank floor.
- B) We will sterilize the interior by way of A.W.W.A. disinfection method #2, spray method.

2) Inspection Report

SCHEDULE CONTINUATION

The tanks will be visually inspected every year. The tank interiors will be washed-out at 5 year intervals and an inspection report provided, until 15 years has elapsed from the last time the interior was recoated. The tank interior will be recoated at 15 year intervals. The exteriors will be recoated at 5 year intervals.

After Year 9:

The next wash-out & report is scheuled for Year 19 of the Service (Year 2030), the next repainting of the tank exterior is scheduled for Year 14 of the Service (Year 2025), and the next repainting of the tank interior is scheduled for Year 14 of the Service (2025).

At no time does the service include the complete abrasvie blasting of the exterior of the tank.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic

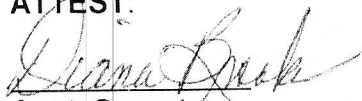
Emergency service will apply during the entire period. We will guarantee a 24 hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the first year of the service is \$7,107.00. All subsequent year premiums will be the total of the immediate

prior year's premium amount plus the % change in the CPI (Consumer Price Index) for that previous year (ie. Year 2 premium equals Year 1 premium plus the % change in the CPI for Year 1).

Each year represents a 12 month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12 month period that represents the contract term. The annual premium is due within 30 days of the contract date. Premiums quoted are firm for 60 days.

We agree to add this tank and maintenance schedule to the October 15, 2006 Water Tank Management contract.

ATTEST:


Asst. Secretary


(Corporate Seal)

SOUTHERN CORROSION, INC.

BY:


President


ATTEST:



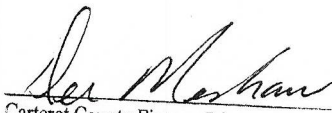
CARTERET COUNTY, NC

BY:


Robin V. Comer, Chairman


County Attorney

This instrument has been preaudited in the manner
required by the Local Government Budget and Fiscal Control Act.


Carteret County Finance Director

SOUTHERN CORROSION INC.
WATER TANK MANAGEMENT ADDENDUM TO CONTRACT – ADD
TANK BELOW TO SERVICE

Date: July 1, 2016
Customer: Carteret County, NC
Tank: 200,000 Gallon Taylor Farm Road Elevated Water Tank

SCHEDULE

Year 1 – 2016

- 1) Visual Inspection & any repairs uncovered through inspection.

Year 2 - 2017

1) Wash-out Interior:

- A) Wash-out interior to remove accumulated sediment on the tank floor.
- B) We will sterilize the interior by way of A.W.W.A. disinfection method #2, spray method.

Year 3 - 2018

- 1) Visual Inspection & any repairs uncovered through inspection.

Year 4 - 2019

- 1) Visual Inspection & any repairs uncovered through inspection.

Year 5 - 2020

- 1) Visual Inspection & any repairs uncovered through inspection.

Year 6 - 2021

- 1) Visual Inspection & any repairs uncovered through inspection.

Year 7 - 2022

1) Repaint Exterior:

- a. Pressure wash all exterior surfaces using 4,000 psi pressure washers or higher.
- b. Clean all rusted areas to bare metal using hand & power tools in accordance with SSPC surface preparation methods #2 & #3, hand & power tool cleaning.
- c. Prime coat all bare metal surfaces with an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.

- d. Prime coat all bare metal surfaces with an epoxy-mastic primer applied at 2.5 to 3.5 mils dry film thickness.
- e. Apply one(1) full finish coat of polyurethane paint to all exterior surfaces applied at 2 to 3 mils dry film thickness.
- f. Reapply the existing sign, "CARTERET COUNTY", as it currently appears.

2) Wash-out Interior:

- a. Wash-out interior to remove accumulated sediment on the tank floor
- b. We will sterilize the interior by way of A.W.W.A. disinfection method #2, spray method.

SCHEDULE CONTINUATION

The tank will be visually inspected every year. The tank interior will be washed-out at 5 year intervals until 15 years has elapsed from the last time the interior was recoated. The tank interior will be recoated at 15 year intervals. The exterior will be recoated at 5 year intervals.

After Year 8:

The next wash-out is scheduled for Year 8 of the Service (Year 2023), the next repainting of the tank exterior is scheduled for Year 12 of the Service (Year 2027), and the next repainting of the tank interior is scheduled for Year 12 of the Service (2027).

At no time does the service include the complete abrasive blasting of tank exterior nor the pressure washing of tank exterior as a stand alone apart from a surface preparation for painting.

PRICING & TERMS

Necessary repair of any coatings or appurtenances noted during our inspections will be added to our service schedule at no additional cost. These necessary repairs include paint failed areas and areas of corrosion. If the coating is continuing to protect the steel from corrosion, paint repair is not necessary. The definition of paint failure does not include loss of gloss, color fading, mildew, discoloration, or any other defects that are aesthetic

Emergency service will apply during the entire period. We will guarantee a 24 hour response time. Corrective maintenance noted during our inspections will be added to our schedule at no added expense. Our annual premium for the first year of the service is \$8,977.00. All subsequent year premiums will be the total of the immediate prior year's premium amount plus the % change in the CPI (Consumer Price Index) for that previous year (ie. Year 2 premium equals Year 1 premium plus the % change in the CPI for Year 1).

Each year represents a 12 month period beginning with the effective date of the contract, rather than the actual calendar year. The Owner will be given the opportunity to schedule the yearly work at any time during the 12 month period that represents the contract term. The annual premium is due within 30 days of the contract date. Actual

payment can be made monthly, quarterly, semi-annually, or annually. Premiums quoted are firm for 60 days.

We agree to add this tank and maintenance schedule to the August 22, 2012 Water Tank Management contract.

ATTEST:


Asst. Secretary

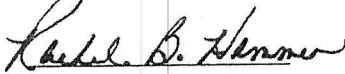
(Corporate Seal)

SOUTHERN CORROSION, INC.

BY: 

President


ATTEST:



CARTERET COUNTY, NC

BY: 

This instrument has been preaudited in the manner
required by the Local Government Budget and Fiscal Control Act.


Carteret County Finance Director

OFFICIAL COPY

Nov 22 2022