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BOOK

PAGE

RECORDED AND VERIFIED  
HARRY H. LOTS  
REGISTER OF DEEDS  
NEW HANOVER COUNTY

2675

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New Hanover County Contract # 00 - 0217

Prepared by: Kemp P. Burpeau, Deputy County Attorney, New Hanover County, 320 Chestnut Street, Suite 309, Wilmington, North Carolina 28401.

000027

Tax Parcel No. RO7600-006-038-000

NORTH CAROLINA

EASEMENT

NEW HANOVER COUNTY

This DEED, made and entered into this 30<sup>th</sup> day of November, 1999, by and between MYRTLE GROVE VOLUNTEER FIRE DEPARTMENT, INC., of Wilmington, State of North Carolina, hereinafter, whether one or more, referred to as GRANTOR; and NEW HANOVER COUNTY WATER AND SEWER DISTRICT, a body corporate and politic of the State of North Carolina, whose mailing address is 320 Chestnut Street, Wilmington, North Carolina 28401, hereinafter referred to as GRANTEE;

WITNESSETH:

WHEREAS, GRANTOR owns property within the area of New Hanover County to be served by the County's sewer system; and

WHEREAS, the previous lack of a County sewer system has adversely affected water quality in both surface and subsurface waters; and

WHEREAS, the availability of a connection to a County sewer system can increase the value of GRANTOR'S property; and

WHEREAS, GRANTEE requires easements for the purpose of constructing and maintaining sewer lines, and GRANTOR has agreed to convey the necessary easement to GRANTEE;

NOW, THEREFORE, GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by GRANTEE, and in consideration of the mutual benefits inuring to the parties hereto, does hereby give, grant and convey unto GRANTEE a perpetual right and easement as more fully described in the paragraphs below.

RETURNED TO

DAVID DAILEY  
341-7139

613599

**New Hanover County Contract # 00 - 0217**

1. Location of Easement. Being a thirty foot (30') wide permanent utility easement on the property of the above-referenced GRANTOR described in Deed Book 1495, Page 1857, New Hanover County Registry, and more specifically shown in Exhibit "A", attached hereto and incorporated herein by reference.

2. Purpose of Easement. The purpose of the easement is for water and sanitary sewer. GRANTEE'S rights shall include constructing, laying, maintaining, inspecting, operating, protecting, repairing, changing the size of, replacing, removing or abandoning lines and facilities, and removing structures, fences, trees, shrubs and vegetation within the easement area. GRANTOR shall have the right to use and enjoy said easement area subject to the easement and rights herein granted. At the conclusion of any installation or maintenance activities within the above described easement, the GRANTEE will return the easement to as near prior conditions as feasibly possible.

3. Restrictions on Grantor's Use of Easement. GRANTOR agrees not to erect buildings, structures, trees, fences, berms or ponds within the easement. GRANTOR shall grant no additional utility easements on, over, or within the area addressed by the herein conveyance without first securing the written authorization of the District. District shall make no assignment or conveyance of the easement obtained hereunder to any non-governmental entity without first securing the written authorization of GRANTOR.

4. Grantee's Rights of Ingress and Egress. GRANTEE shall have the right of ingress and egress along the easement. In addition thereto, GRANTEE shall have the right of ingress and egress over such private roads, driveways, alleys and ways as may now or hereafter exist on GRANTOR'S property, and if there are no public or private roads or ways reasonably convenient to provide access to the easement, then GRANTEE shall have the rights of ingress and egress over GRANTOR'S property adjacent to the easement in such manner as shall occasion the least practicable inconvenience and damages to GRANTOR. GRANTEE will be

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responsible for damages to GRANTOR'S property for such use.

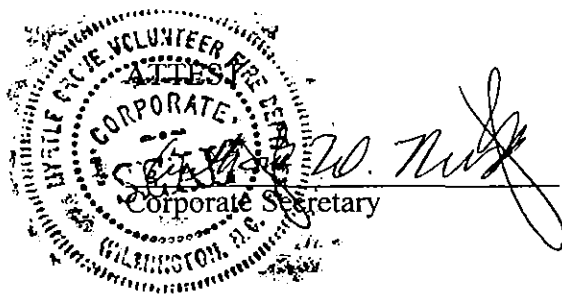
5. Covenants by Grantors. GRANTOR, for itself, its successors, administrators and assigns, does covenant with County, its successors and assigns, that it is owner in fee simple of the real property which is subject to the described easement; that it has good right to grant and convey said easement; that said easement is free and clear from all restrictions, easements or encumbrances, except any mentioned in this instrument, any restrictions of record, any utility or drainage easements of record, and the lien of local property taxes; and that it shall, and its successors, administrators and assigns shall, warrant and defend the title to said easement against the lawful claims and demands of any and all persons whomsoever.

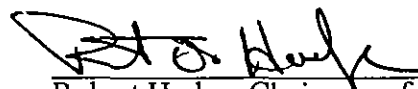
TO HAVE AND TO HOLD the right and easement hereby granted to the GRANTEE and its successors in title forever; it being agreed that the right and easement hereby granted is appurtenant to and runs with the land now owned by GRANTOR.

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

MYRTLE GROVE VOLUNTEER  
FIRE DEPARTMENT, INC.

(CORPORATE SEAL)



 (SEAL)  
Robert Hodge, Chairman of the Board

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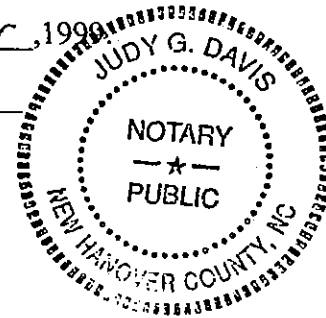
NORTH CAROLINA

NEW HANOVER COUNTY

I, Judy G. Davis, a Notary Public of the State and County aforesaid, certify that Anthony W. Newberry came before me this day and acknowledged that (s)he is Secretary of MYRTLE GROVE VOLUNTEER FIRE DEPARTMENT, INC., 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 Chairman of the Board, sealed with its corporate seal and attested by him/herself as its Secretary.

WITNESS my hand and official seal, this 30<sup>th</sup> day of November, 1999

Judy G. Davis  
Notary Public



My commission expires: 6-19-02

STATE OF NORTH CAROLINA  
New Hanover County

The Foregoing/ Annexed Certificate(s) of

Judy G. Davis

Notary (Notaries) Public is/ are certified to be correct.

This the 6 day of Dec 1999

Mary Sue Oots, Register of Deeds

by Mavis Ann Storey  
Deputy/Assistant

