

*[Handwritten initials]*



FOR REGISTRATION REGISTER OF DEEDS  
REBECCA T. CHRISTIAN  
NEW HANOVER COUNTY, NC  
2004 OCT 27 09:35:38 AM  
BK:4543 PG:837-841 FEE:\$23.00

INSTRUMENT # 2004057276

INSTRUMENT PREPARED BY Thomas C. Pollard  
& RETURN TO: City Attorney (*Legal*)  
Post Office Box 1810  
Wilmington, N.C. 28402  
Telephone (910) 341-7820

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

DRAINAGE EASEMENT  
PID R06207-008-002-000  
205 Bagley Avenue

Revenue Stamp: None *Chugley*

THIS DEED OF EASEMENT, executed this the 22<sup>nd</sup> day of October, 2004, by and between Seagate Volunteer Fire Department, Inc., a North Carolina nonprofit corporation, 6102 Oleander Drive, Wilmington, County of New Hanover, State of North Carolina (hereinafter referred to as "GRANTOR") and the City of Wilmington, a municipal corporation organized and existing under the laws of the State of North Carolina, whose Post Office address is Post Office Box 1810, Wilmington, North Carolina 28402 (hereinafter referred to as "GRANTEE";

W I T N E S S E T H:

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the GRANTEE to the GRANTOR, receipt of which is hereby acknowledged, the GRANTOR has bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto the GRANTEE, its successors and assigns, the right, privilege and perpetual right-of-way and easement over through, under and upon the lands and premises hereinafter described for the purpose of constructing, installing, inspecting, maintaining, repairing, removing, extending, improving, replacing, building and/or operating certain public drainage lines, pipes, ditches, swales and related appurtenances, said premises being a certain parcel or tract of land located in New Hanover County, North Carolina, and more particularly described as follows:

See the attached Exhibit "A" incorporated herein by reference

The above-described is a portion of the property conveyed to GRANTOR by deed recorded in Book 573 Page 620 of the New Hanover County Registry.

TO HAVE AND TO HOLD said right-of-way and easement to GRANTEE, its successors and assigns, forever. This right-of-way and easement hereby granted is appurtenant to and runs with the land now owned by the GRANTOR.

The facilities now in existence or to be placed over, under, upon and across said right-of-way and easement shall become and remain the property of the GRANTEE. The GRANTEE shall have the right to construct, install, inspect, maintain, repair, remove, extend, improve, replace, build and/or operate these or new facilities and to make such

changes and additions to such facilities upon the easement and right-of-way as the GRANTEE may deem advisable.

The GRANTEE shall at all times have the right to keep the area of the perpetual easement and right-of-way clear of all buildings or structures, trees, shrubs, bushes, stumps, roots, undergrowth, or other vegetation as will in its judgment interfere with the purposes of this Easement. The GRANTOR expressly promises and agrees not to construct or allow to be constructed any building, structure or other improvement, and further promises not to plant or allow to be planted any trees, shrubs, bushes, undergrowth or other vegetation that have root systems, which over a period of time, will grow to a state which poses a threat of damaging the facilities installed by the GRANTEE or which unreasonably impair the GRANTEE'S access to its facilities, or to otherwise permit encroachment or interference with the GRANTEE'S rights hereunder except as provided herein. It is expressly understood and agreed, however, that the GRANTOR, its heirs, successors and assigns, shall retain the right to cultivate the ground lying within the boundaries of the right-of-way and use said easement for any other lawful purpose provided, however, that such cultivation or use shall not be inconsistent with the rights herein granted to the GRANTEE, and GRANTEE shall not be liable for any damages or loss due to the exercise of its rights hereunder within its easement and right-of-way except those arising out of the gross negligence of the GRANTEE. It is understood and agreed that the GRANTOR, its heirs, successors or assigns, shall comply with applicable policies of the GRANTEE with regard to any new encroachments within the boundaries of the easement herein conveyed.

For the purpose of constructing, inspecting, improving, replacing, removing, maintaining, extending, repairing or otherwise using the above-described facilities, the GRANTEE shall have the right of ingress to and egress from the easement and right-of-way over such private roads, alleys, ways or paths (hereinafter collectively referred to as "private roads") as may now or hereafter exist on the property of the GRANTOR. Any damages resulting to such private roads from the use by the GRANTEE shall be repaired by the GRANTEE at its expense. The right, however, is reserved to the GRANTOR or its heirs, successors and assigns to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement and right-of-way, the GRANTEE shall have such right of ingress and egress over the GRANTOR'S property adjacent to the easement and right-of-way in such manner as shall occasion the least practicable damages and inconvenience to the GRANTOR. The GRANTEE shall be liable for any consequential damages directly resulting from its exercise of the right of ingress and egress over adjoining property.

By acceptance of this Deed of Easement, the GRANTEE agrees that it will restore the surface of the land to its approximate level prior to construction by fill or grading in the course of construction or maintenance of the aforesaid facilities so long as the same are not inconsistent with and do not interfere with the rights herein granted to the GRANTEE. It is specifically agreed that any trees removed for construction or maintenance work will not be replaced. The construction or maintenance area shall be seeded by the GRANTEE, but the GRANTEE shall not be responsible for landscaping or otherwise improving the easement area. It is understood and agreed that the execution and delivery of this deed by the GRANTOR and its acceptance by the GRANTEE shall not obligate the GRANTEE to construct or maintain any main, line, pipe, lateral or other extension or permit any connection to its water, sanitary sewer, storm sewer, drainage or other public utilities system without payment of the appropriate connection fees.

Said GRANTOR covenants and warrants that it is lawfully seized and possessed of the property described above; and that it has good right and lawful authority to convey said easement for the purposes herein expressed; and that GRANTOR for its heirs, successors, executors, administrators, and assigns covenants that it will warrant and defend said easement against any and all claims and demands whatsoever, except for encumbrances of record.

Use of the masculine gender herein includes the feminine and neuter, and the singular number used herein shall equally include the plural.

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

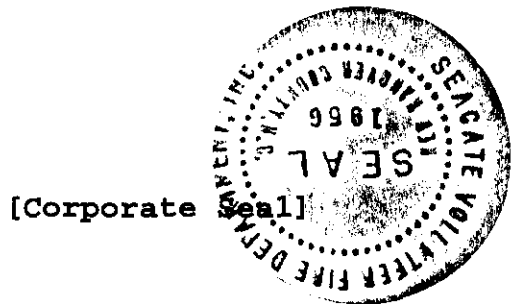
GRANTOR:

Seagate Volunteer Fire Department, Inc.,  
a North Carolina nonprofit corporation

By: *Thomas Eric White*  
President

Attest:

*Michael L. Gerner*  
Secretary



APPROVED AS TO FORM:

*Thomas G. Ford*  
City Attorney

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

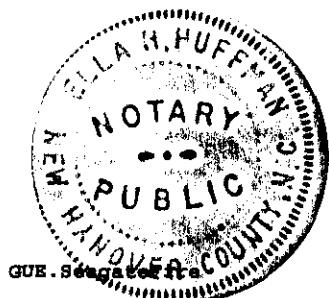
I, *Ella H. Huffman*, a Notary Public, certify that *Michael L. Gerner*, personally came before me this day and acknowledged that he (she) is Secretary of, Seagate Volunteer Fire Department, Inc., a North Carolina nonprofit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal, and attested by himself (herself) as its Secretary.

Witness my hand and official seal, this the *22nd* day of *October*, 2004.

My Commission Expires:

*7-25-05*

*Ella H. Huffman*  
Notary Public



## DRAINAGE EASEMENT

### EXHIBIT "A"

Beginning at a point in the Eastern line of Bagley Avenue (30' R/W), said pipe being a common corner of Daniel Tarrt and the Seagate Fire Department, said pipe being the Southwestern corner of said Seagate Fire department tract, running thence from said beginning with the Eastern line of Bagley Avenue North twenty-five (25) degrees fifty-seven (57) minutes fifty-five (55) seconds East two-hundred and sixty-two one-hundredths (200.62) feet to a point, said point being the Northeastern corner of said Seagate Fire Department tract, thence with the Northern line of said tract South sixty-four (64) degrees forty-five (45) minutes eight (08) seconds East twenty (20.00) feet to a point, South twenty-five (25) degrees fifty-seven (57) minutes fifty-five (55) seconds West two-hundred and eighty-seven one-hundredths (200.87) feet to a point the Southern line of said tract, thence with said Southern line North sixty-four (64) degrees two (02) minutes five (05) seconds East twenty (20.00) feet to the point of beginning, containing 4,015 square feet of area more or less and being a part of the aforementioned Seagate Fire Department tract recorded in Deed Book 573 at Page 620 of the New Hanover County Registry.



REBECCA T. CHRISTIAN  
REGISTER OF DEEDS, NEW HANOVER  
216 NORTH SECOND STREET

WILMINGTON, NC 28401

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Filed For Registration: 10/27/2004 09:35:38 AM  
Book: RE 4543 Page: 837-841  
Document No.: 2004057276  
ESMNT 5 PGS \$23.00

Recorder: NANCY A SCOTT

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State of North Carolina, County of New Hanover

The foregoing certificate of ELLA H HUFFMAN Notary is certified to be correct. This 27TH of October 2004

REBECCA T. CHRISTIAN , REGISTER OF DEEDS

By:   
Deputy Assistant Register of Deeds

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YELLOW PROBATE SHEET IS A VITAL PART OF YOUR RECORDED DOCUMENT.  
PLEASE RETAIN WITH ORIGINAL DOCUMENT AND SUBMIT FOR RE-RECORDING.

**\*2004057276\***

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