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200
17-ks



FOR REGISTRATION REGISTER OF DEED
TAMMY THEUSCH BEASLEY
NEW HANOVER COUNTY, NC
2013 MAR 06 02 09 08 PM
BK 5717 PG. 1622-1629 FEE \$26 00
NC REV STAMP \$17 00
INSTRUMENT # 2013008103

This instrument prepared by Linda Miles, Consulting Attorney for Cape Fear Public Utility Authority,
235 Government Center Drive, Wilmington, NC 28403
Please return to Cape Fear Public Utility Authority, 235 Government Center Drive, Wilmington, NC 28403

Revenue Stamps: \$17.00

Tax Parcel No. R03315-002-002-000

NORTH CAROLINA

EASEMENT

NEW HANOVER COUNTY

This DEED OF EASEMENT, made and entered into this 13 day of February, 2013, by and between WRIGHTSBORO VOLUNTEER FIRE DEPARTMENT, hereinafter, whether one or more, referred to as "GRANTOR", and CAPE FEAR PUBLIC UTILITY AUTHORITY, a body corporate and politic of the State of North Carolina created pursuant to Chapter 162A, Article 1 of the North Carolina Statutes, whose mailing address is 235 Government Center Drive, Wilmington, North Carolina 28403, its successors and assigns, hereinafter referred to as "GRANTEE";

WITNESSETH:

WHEREAS, GRANTOR owns certain real property located in New Hanover County more particularly described on Exhibit A attached (the "Property"), and has agreed to convey to GRANTEE certain easements for public water and sewer utilities over portions of the Property,

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 the perpetual rights and easements as more fully described in the paragraphs below.

1 Public Utility Easement

A. GRANTEE shall have a permanent non-exclusive utility easement upon, through, in, and under the portions of the Property more specifically described as a permanent utility as shown on the attached Exhibit B map ("Easement #1")

B Purpose of Easements The purpose of this easement is for the installation, operation, and maintenance of a system of pipelines or mains and related facilities for public utility purposes, including water and sanitary sewer (whether currently existing or later installed, collectively the "Facilities") Said Facilities may include, without limitation, water lines, sewer lines, pipes, valves, hydrants, meters, and manholes GRANTEE'S rights shall include the right to do all things necessary and convenient to satisfy said purposes, including without limitation constructing, laying, maintaining, inspecting, operating, protecting, repairing, changing the size of, replacing, removing or abandoning the Facilities

C. Specific Terms Further specific terms and conditions applicable to the public utility easement are as follows.

(1) GRANTOR shall not place, construct, deposit, leave, permit to be or remain on, within or over the Easement Area, any construction materials, metals, lumber, trees, berms, water bodies, rubbish, refuse, fences, structures, buildings or other obstructions Furthermore, GRANTOR shall not install, or permit to be installed, any utility lines or facilities within five (5) feet of the Facilities located in the Easement Area or above or below said Facilities at any distance Any such obstructions shall constitute an easement nuisance and shall be removed by GRANTOR, at its expense Excluding the existing 8' x 5 ½' x 1 ½' metal and plexiglass sign and flag pole, which may remain in the proposed easement as indicated on the Exhibit B map Should the GRANTOR wish to replace the existing sign with one equal to or comparable to the existing sign in size and in the same location, GRANTEE will allow the

placement in the granted easement, however, if the sign is to be enlarged then the sign will have to be moved out of the easement in its entirety

(ii.) GRANTEE is authorized to remove from the Easement Area all structures, fences, trees, shrubs, vegetation, and other obstructions as necessary, in GRANTEE's sole discretion, to maintain, repair or protect the Facilities. Notwithstanding the foregoing, GRANTOR may (1) construct, maintain, and use the Easement Area for paved rights of way, paved drives and parking areas, and (2) plant and maintain shallow-rooted ground cover material within the Easement Area

(iii) GRANTOR shall retain fee simple ownership of the Property including the Easement Area, provided, however, no use may be made of the Easement Area which interferes with GRANTEE's full, reasonable use of the easements and rights described herein.

(iv) At the conclusion of any installation or maintenance of the Facilities within the Easement Area, GRANTEE will regrade, mulch, and re-seed, or otherwise return the disturbed land within the Easement Area to as near prior conditions as feasibly possible. Said restoration shall not include laying sod or landscaping

2 Ingress and Egress Easement GRANTEE shall have the right of access, ingress and egress over, upon, through, and under the Easement Area. In addition thereto, GRANTEE shall have the right of access, ingress, and egress over such private roads, driveways, alleys and ways as may now or hereafter exist on the Property (collectively, the "Private Roads"), and if there are no public rights of way or Private Roads reasonably convenient to provide access to the Easement Area, then GRANTEE shall have the rights of ingress and egress over the portions of the Property adjacent to the Easement Area in such manner as shall reasonably minimize the inconvenience and damages to GRANTOR. GRANTEE will be responsible for damages to the Property outside of the Easement Area caused by GRANTEE's use of the same for ingress and egress as provided herein.

3 Indemnity. (a) GRANTOR agrees to indemnify and hold harmless GRANTEE, and its independent contractors, agents, employees, successors and assigns from and against any and all claims, demands, causes of action, or other liability, including attorneys' fees, on account of damage resulting from the negligence of all GRANTOR, GRANTOR'S agents, employees, and subcontractors in connection with the installation of the Existing Facilities (b) GRANTEE agrees to indemnify and hold harmless GRANTOR, and its independent contractors, agents, employees, successors and assigns from and against any and all claims, demands, causes of action, or other liability, including attorneys' fees, on account of property damage resulting from the negligence of all GRANTEE, GRANTEE's agents, employees and subcontractors in connection with the Existing Facilities

4. Covenants by Grantor GRANTOR, for itself, its heirs, executors, administrators and assigns, does covenant with GRANTEE, its successors and assigns, that it is the owner in fee simple of the Property on Exhibit A, that it has good right to grant and convey the easements and rights described herein and the easements shown on the attached plats, that said Property is free and clear from all restrictions, easements or encumbrances, except for encumbrances of record as of the date of this Deed of Easement which do not affect the easements granted herein to GRANTEE and the lien of local property taxes; and that it shall, and its heirs, executors, administrators and assigns shall, warrant and defend the title to said easements and rights against the lawful claims and demands of any and all persons whomsoever GRANTOR further covenants that the individuals executing this document on behalf of GRANTOR have all necessary and appropriate authority to bind GRANTOR to the obligations and conveyances granted herein, and, in the event that GRANTOR is a corporation or similar entity, that the execution of this document has been authorized by all appropriate and necessary corporate action

TO HAVE AND TO HOLD the rights and easements hereby granted to GRANTEE and its successors in title forever, it being agreed that the rights and easements hereby granted are appurtenant to and runs with the Property now owned by GRANTOR

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

WRIGHTSBORO VOLUNTEER FIRE DEPARTMENT

By Michial W. Rhodes
Michial W Rhodes, President

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

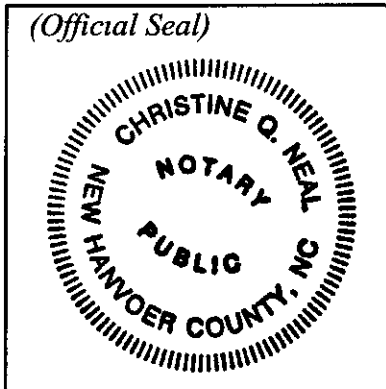
I certify that Michial W. Rhodes personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein

Date: 2/13/13

Christine Q. Neal
Signature of Notary Public

Christine Q. Neal
Notary's printed or typed name

My commission expires May 26, 2016

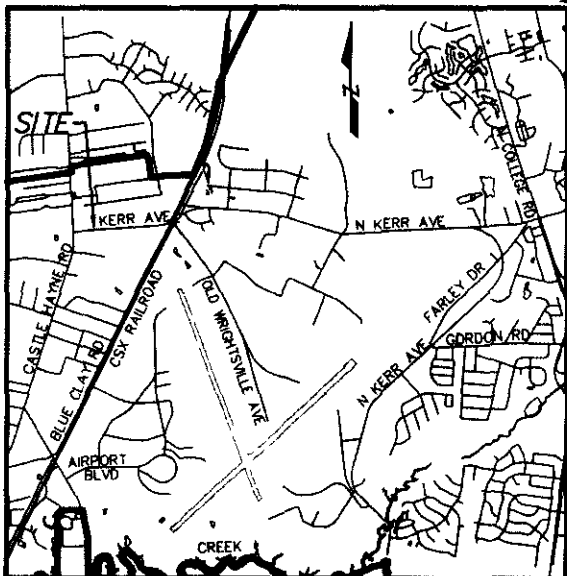


Notary seal or stamp must appear within this box.

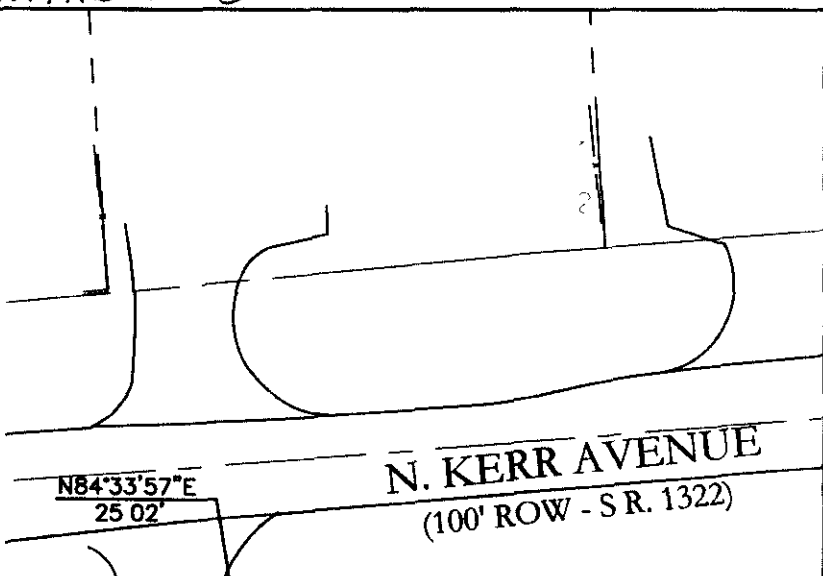
EXHIBIT A
PROPERTY

All of that certain tract or parcel of land located in New Hanover County more particularly described as follows. (0.96 ACRES) PT LINEAKAR and recorded in Deed Book 806, Page 556 of the New Hanover County Register of Deeds Office.

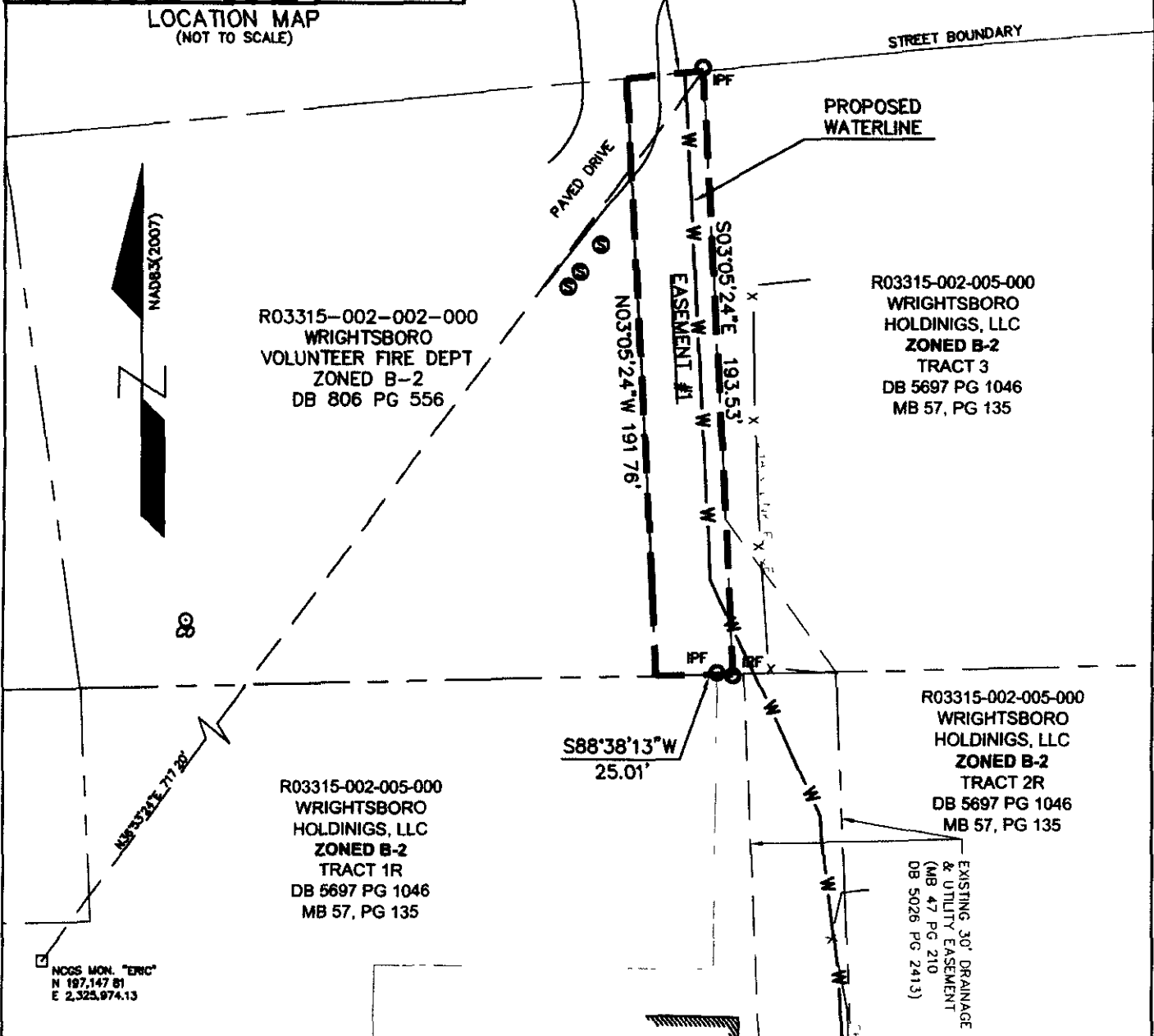
EXHIBIT "B"



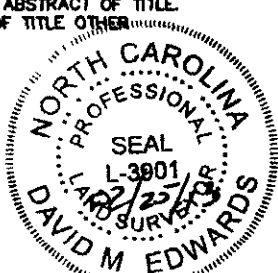
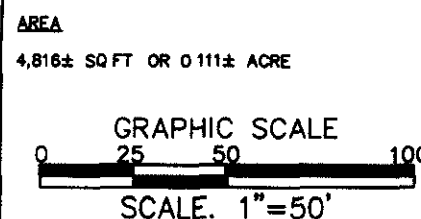
LOCATION MAP
(NOT TO SCALE)



N. KERR AVENUE
(100' ROW - S.R. 1322)



- NOTES.**
- 1 AREA CALCULATED BY COORDINATES
 - 2 THIS PARCEL IS NOT LOCATED WITHIN A 100-YEAR FLOOD ZONE AS SHOWN ON FIRM MAP PANEL # 3720312900 J BEARING AN EFFECTIVE DATE OF APRIL 3, 2006
 - 3 SURVEY COMPLETED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. ADDITIONAL EASEMENTS OR ENCUMBRANCES OF TITLE OTHER THAN THOSE SHOWN MAY OR MAY EXIST



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS

I, DAVID EDWARDS, CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION

David M. Edwards
DAVID M. EDWARDS, PLS LICENSE NO. L-3901

CASTLE HAYNE WATER MAIN EXTENSION

PARAMOUNT
ENGINEERING INC
5911 Oleander Drive, Wilmington, NC, 28403 (910) 791 6707 NC License # C 2846

Date	02/25/13
Scale	1"=50'
Drawn	DME
Chk	JRB
Proj No	09152 PE

WATERLINE EASEMENT SURVEY
EASEMENT #1
WRIGHTSBORO FIRE DEPT.
3515 N. KERR AVENUE
CAPE FEAR TOWNSHIP, NEW HANOVER CO., NC

P:\Projects\CFRUA\09152 PE Castle Hayne Water Main Extension\Cadd\Survey\09152 PE_EXISTING.dwg, 2/25/2013 5:31:51 PM



TAMMY THEUSCH BEASLEY
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

Filed For Registration: 03/06/2013 02:09:08 PM

Book: RE 5717 Page 1622-1629

Document No.: 2013008103

8 PGS \$26.00

NC REAL ESTATE EXCISE TAX: \$17.00

Recorder: JOHNSON, CAROLYN

State of North Carolina, County of New Hanover

PLEASE RETAIN YELLOW TRAILER PAGE WITH ORIGINAL DOCUMENT.

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