

2007



FOR REGISTRATION REGISTER OF DEEDS
REBECCA P SMITH
NEW HANOVER COUNTY, NC
2007 DEC 20 01:36:01 PM
BK: 5262 PG: 753-756 FEE: \$20.00

INSTRUMENT # 2007059819

New Hanover County Contract # 07-0339

Prepared by: Kemp P. Burpeau, Assistant County Attorney, New Hanover County, 230 Government Center Drive, Wilmington, North Carolina 28403

Tax Parcel No. 3700-001-008-000

NORTH CAROLINA

EASEMENT

NEW HANOVER COUNTY

This DEED, made and entered into this 29 day of August, 2007, by and between, ODGEN VOLUNTEER FIRE DEPARTMENT, INC., a North Carolina non-profit corporation, 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 230 Government Center Drive, Wilmington, North Carolina 28403, hereinafter referred to as GRANTEE;

WITNESSETH:

WHEREAS, GRANTORS own property within the area of New Hanover County to be served by the County's public utility system; and

WHEREAS, GRANTEE now requires easements for the purpose of constructing and maintaining water lines, and GRANTORS have agreed to convey the necessary easement to GRANTEE;

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

RETURN TO

DAVID DAVEY
ENGINEER/PL
ACCT #5003

1. Location of Easement. Being a permanent water and sewer easement on the property of the above-referenced GRANTORS described in Deed Book 2768, Page 149, New Hanover County Registry, and more specifically described as a fifteen foot (15') wide permanent easement adjoining and abutting the common property line of the above referenced parcel and Porter's Neck Road.

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. GRANTORS 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 feasibly possible.

3. Restrictions on Grantors' Use of Easement. GRANTORS agree not to place, construct, deposit, leave, permit to be or remain on, within or over any easement for public water and/or sewer use, any construction materials, metals, lumber, trees, berms, water bodies, rubbish, refuse, fences, structures, buildings or other obstructions. Such obstruction shall constitute an easement nuisance under Section 56-287 of the New Hanover County Code.

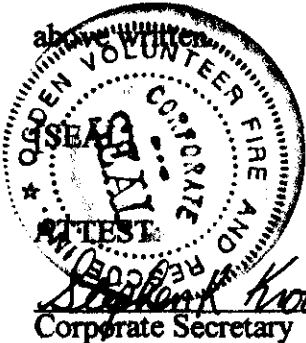
4. Grantee's Rights of Ingress and Egress. GRANTEE shall have the right of ingress and egress along the easement. In addition thereto, GRANTEE shall have the right of ingress and egress over such private roads, driveways, alleys and ways as may now or hereafter exist on GRANTORS' property, and if there 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 GRANTORS' property adjacent to the easement in such manner as shall occasion the least practicable inconvenience and damages to GRANTORS. GRANTEE will be responsible for damages to GRANTORS' property for such use.

5. Covenants by Grantors. GRANTORS, for themselves, their successors and assigns, do covenant with County, its successors and assigns, that they are owners in fee simple of the real property which is subject to the described easement; that they have 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 they shall, and their

successors 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 GRANTORS.

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



OGDEN VOLUNTEER FIRE DEPARTMENT, INC.

Leon Dail Balfus
President

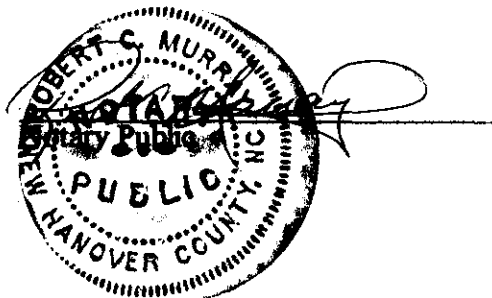
STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

I, ROBERT C. MURRAY, a Notary Public in and for the State and County aforesaid, certify that STEPHEN K. KNOTTS, personally came before me this day and acknowledged that (s)he is Secretary of OGDEN VOLUNTEER FIRE DEPARTMENT, INC. 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 him/herself as its Secretary.

WITNESS my hand and official seal, this 29th day of AUGUST, 2007.

My commission expires: 22 MAR 08





REBECCA P. SMITH
REGISTER OF DEEDS, NEW HANOVER
216 NORTH SECOND STREET

WILMINGTON, NC 28401

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ESMNT 4 PGS \$20.00

Recorder: PHELPS, MICAH

State of North Carolina, County of New Hanover

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

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