

BK: RB 6524
PG: 1334 - 1342

NC FEE \$26.00

RECORDED:

2021060453

12/22/2021

NEW HANOVER COUNTY, NC

REAL ESTATE

01:11:49 PM

TAMMY THEUSCH PIVER

EXTX \$80.00

BY: ANDREA CRESWELL

REGISTER OF DEEDS

ASSISTANT

ELECTRONICALLY RECORDED

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: \$80.00

Tax Parcel No. R07600-004-052-000

NORTH CAROLINA

EASEMENT

NEW HANOVER COUNTY

This DEED OF EASEMENT, made and entered into this _____ day of _____, 2021, by and between HOOSIER DADDY, LLC , 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.

Submitted electronically by Cape Fear Public Utility Authority - Eng. in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the New Hanover County Register of Deeds.

CFPUA Contract Number: 22R06161. 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 easement as shown on a map recorded in attached as EXHIBIT B - *20' Utility Easement 6,215 +/- SF - Permanent Utility Easement.*

B. Purpose of Easements. The purpose of this easement is for the installation, operation, and maintenance of a system of pipelines or mains and any related facilities necessary for the operation and protection of the public utility, 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, 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:

(i.) 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 may install future water and stormwater utility lines in the easement area in a manner that is permitted per state standards and GRANTEE'S technical standards. Additional obstructions shall constitute an easement nuisance and shall be removed by GRANTOR, at its expense.

(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 automobile parking areas of plain asphalt or concrete; and (2) plant and maintain shallow-rooted ground cover material within the Easement Area. Only trees required by New

CFPUA Contract Number: 22R0616

Hanover County zoning regulations and requirements are permitted within the Easement Area. GRANTEE must have final approval as it relates to location and species. However, GRANTEE is authorized to remove such trees as necessary, in GRANTEE's sole discretion, to maintain, repair or protect the Facilities. GRANTEE shall not be responsible for replacing or compensating for removed trees.

(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, landscaping or driveways that are not of plain asphalt or concrete.

(v.) GRANTEE shall design and construct the Facilities within the Easement Area in advance of future development by GRANTOR. This shall include an 8-inch water service tapped to the existing 8-inch water main located in the NCDOT right of way and stubbed across the Facilities within the Easement Area. If future development by GRANTOR creates a conflict between water or stormwater infrastructure that cannot be reasonably resolved by the GRANTOR and, therefore, necessitates movement of the Facilities that were installed in the Easement Area by the Grantee, then GRANTOR shall convey a contiguous easement at no cost to GRANTEE of a size and location sufficient for GRANTEE to make the minimal relocation necessary to resolve physical conflicts between the Facilities and the new water or stormwater infrastructure to be installed by GRANTOR. Any changes to the Facilities shall be in accordance with applicable state and local regulations, ordinance and Grantee technical standards. GRANTEE will pay the cost of relocation of the Facilities into the new contiguous easement at no cost to GRANTOR and properly abandon any unused portion of the Facilities. Relocation of the Facilities in this manner must be necessary to resolve a physical utilities conflict that could not be eliminated by minor changes in GRANTOR's development project design. The cost of survey and recording any such new contiguous easement shall be borne by

22R0616

CFPUA Contract Number: _____

the GRANTEE. GRANTEE's obligation to relocate the Facilities under this paragraph expires 5 years from the date of this agreement.

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. Temporary Construction Easement.

A. GRANTEE shall have a non-exclusive temporary construction easement over and upon the portions of the Property more specifically described as a Temporary Construction Easement as depicted on that certain Map attached as EXHIBIT B- *Temporary Construction Easement 12,000 +/- SF.*

B. Purpose of Easement. The purpose of this easement is for the installation and construction of the Facilities. GRANTEE's rights shall include the right to do all things necessary and convenient within the Temporary Construction Easement Area to install and construct the Facilities.

C. Specific Terms. Further specific terms and conditions applicable to the Temporary Construction Easement are as follows:

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

CFPUA Contract Number: 22R0616

(ii.) During the term of the Temporary Construction Easement, GRANTOR shall not place, construct, deposit, leave, permit to be or remain on, within or over the Temporary Construction Easement Area, any construction materials, metals, lumber, trees, berms, water bodies, rubbish, refuse, fences, structures, buildings or other obstructions. Any such obstructions shall constitute an easement nuisance and shall be removed by GRANTOR, at its expense.

(iii.) At the conclusion of the construction of the Facilities, GRANTEE will regrade, mulch, and re-seed, or otherwise return the disturbed land within the Temporary Construction Easement Area to as near prior conditions as feasibly possible. Said restoration shall not include laying sod, landscaping or non-standard driveways (exposed aggregate, etc.).

D. The term of the Temporary Construction Easement herein granted shall commence as of the date the GRANTEE issues the written notice to proceed to the awarded Contractor for the installation of the proposed sewer line, which is part of the Southern Regional Pump Station Project and continue thereafter until December 31, 2022, at which time the Temporary Construction Easement shall terminate.

4) 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.

5) 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

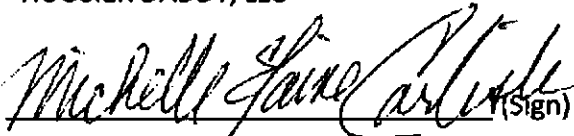
CFPUA Contract Number: 22R0616

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.

HOOSIER DADDY, LLC

BY:  (Sign)
Michelle Elaine Carlisle, Managing Member

CFPUA Contract Number: 22R0616

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I certify that Michelle Elaine Carlisle personally appeared before me this day, acknowledging to me that she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein.

Date: Dec. 14, 2021

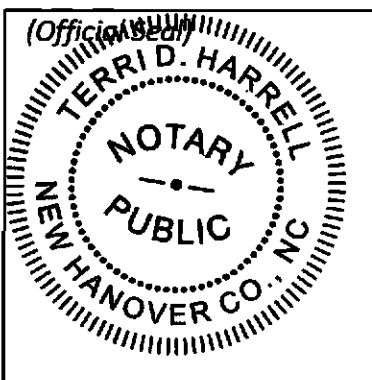
Terri D. Harrell

Signature of Notary Public

Terri D. Harrell

Notary's printed or typed name

My commission expires: July 8, 2026



Notary seal or stamp must appear within this box.

CFPUA Contract Number: 22R0616

EXHIBIT A

PROPERTY

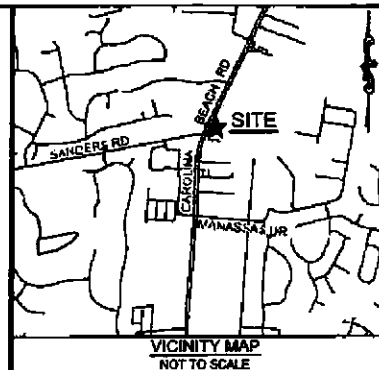
That certain tract or parcel of land located in New Hanover County more particularly described in a portion of Parcel #1 in Deed Book 6410 Page 2835 and recorded at the New Hanover County Registry.

EXHIBIT B

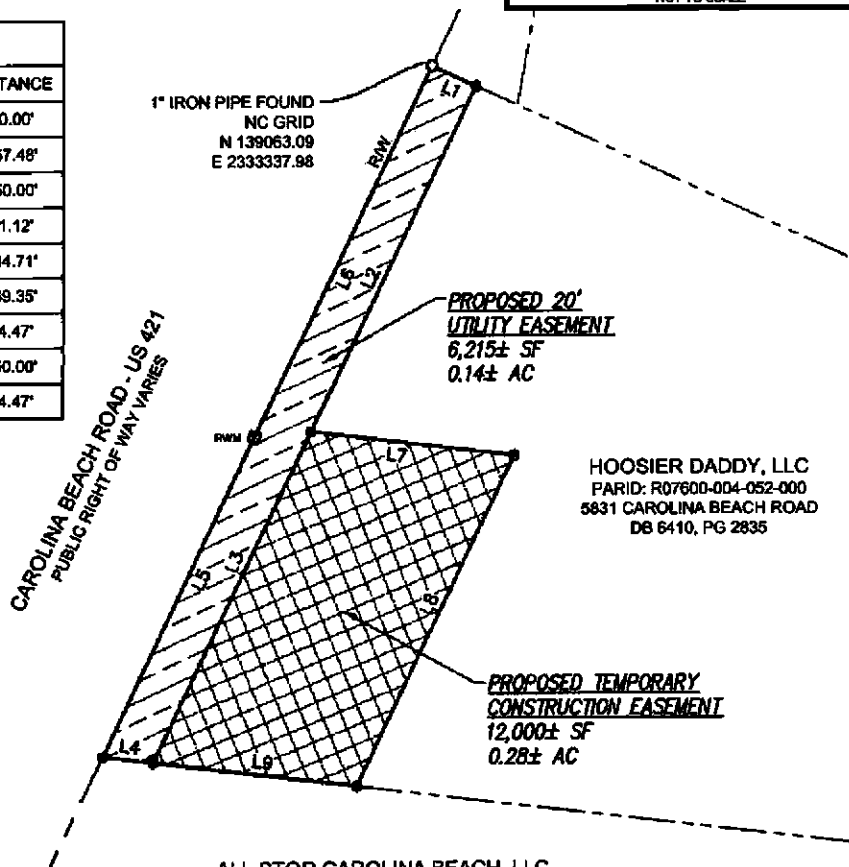
I, DURNARD S. LEGGETT, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON RECORD INFORMATION AS NOTED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION AS NOTED HEREON; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

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

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 22 DAY OF September, A.D., 2021.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S65°04'09"E	20.00'
L2	S25°30'08"W	157.48'
L3	S25°30'08"W	150.00'
L4	N83°13'09"W	21.12'
L5	N25°30'08"E	144.71'
L6	N25°30'08"E	169.35'
L7	S83°13'09"E	84.47'
L8	S25°30'08"W	150.00'
L9	N83°13'09"W	84.47'



HOOSIER DADDY, LLC
PARID: R07600-004-052-000
5831 CAROLINA BEACH ROAD
DB 6410, PG 2835

ALL STOR CAROLINA BEACH, LLC
PARID: R07600-004-074-000
5835 CAROLINA BEACH ROAD
DB 5739, PG 2228

This map may not be a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations and has not been reviewed for compliance with recording requirements for plats.

AREA (FROM NHCO GIS)

TOTAL PARCEL AREA = 2,439,360± SF (56.0± AC)
PERMANENT EASEMENT = 6,215± SF (0.14± AC)
PROPOSED TEMPORARY CONSTRUCTION EASEMENT = 12,000± SF (0.28± AC)
REMAINING AREA = 2,421,145± SF (55.58± AC)

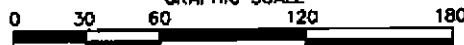
NOTES.

- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED. THE HORIZONTAL DATUM IS N.C. GRID NAD83/2011.
- THE PROPERTY LINES SHOWN HEREON ARE CALCULATED PROPERTY LINES AND WERE DRAWN FROM FIELD LOCATED BOUNDARY EVIDENCE AND/OR RECORDED DEEDS AND MAPS AS NOTED HEREON. ALL FOUND PROPERTY CORNERS SHOWN WERE LOCATED BY AN ACTUAL FIELD SURVEY.
- THIS MAP WAS PREPARED FOR RIGHT-OF-WAY AND/OR EASEMENT ACQUISITION PURPOSES ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.
- THIS SURVEY IS IN ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE) AND ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO FEMA FLOOD MAP NUMBER 3720313300K, MAP REVISED 8/28/2018.

LEGEND

PG PAGE DB DEED BOOK
MB MAP BOOK RAW RIGHT-OF-WAY
SF SQUARE FEET AC ACRES
PARID PARCEL IDENTIFICATION
● COMPUTED POINT
○ IRF IRON ROD FOUND
○ IPF IRON PIPE FOUND
□ RWM RIGHT OF WAY MONUMENT
--- CALCULATED PROPERTY LINE

GRAPHIC SCALE



SCALE: 1"=60'



2000 CASTRO RD, STE 207 / 200 FARM LIGGEE & C-100
FARM LIGGEE & C-100
FARM LIGGEE & C-100

OWNER: PROPOSED EASEMENT PROPERTY OF
HOOSIER DADDY, LLC
PARID: R07600-004-052-000
DB 6410, PG 2835
FOR: CAPE FEAR PUBLIC UTILITY AUTHORITY
235 GOVERNMENT CENTER DRIVE
WILMINGTON, NORTH CAROLINA, 28402

Project No: G21023 Ref No: N/A
Scale: 1"=60' Date: 09/22/2021
Drawn By: JRM
Checked By: DSL
1 OF 1