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Tax Parcel ID # R08817-007-010-000

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RECORDED AND VERIFIED
PAY DUE COSTS
REGISTER OF DEEDS
NEW HANOVER CO. NC

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STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

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DEED OF EASEMENT

THIS DEED OF EASEMENT MADE this the 15th day of March, 1994, by and between Anton Brand and wife, Henny Brand of 13342 Woodcrest Drive, Surrey, British Columbia, Canada V4P1W50 (hereinafter referred to as "Grantor") and the Town of Carolina Beach, a North Carolina Municipality, whose mailing address is 1121 Lake Park Boulevard, Carolina Beach, NC, (hereinafter referred to as "Grantee");

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

W I T N E S S E T H:

WHEREAS, Grantor owns property within the Tarboro Avenue, Rocky Mount Avenue, 7th Street and Harper Avenue area of Carolina Beach, North Carolina; and

WHEREAS, Grantee must improve streets in the above-described area; and

WHEREAS, in order to make such improvements, Grantee requires an adequate easement across Grantor's property for the purpose of installing and maintaining utilities and drainage improvements; and

WHEREAS, the street improvements will benefit Grantor's property; and

WHEREAS, Grantor has agreed to convey the necessary easement to Grantee and Grantee has agreed to relinquish its right to charge assessment costs for said improvements.

NOW THEREFORE, Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee, it's successors and assigns, an exclusive, perpetual easement and right of way more particularly described in the paragraphs below.

1. Location of Easement. Being a strip of land thirty (30) feet in width along the rear boundary line and parallel with

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Witnessed by Clayton F. Rhine

DRAWN BY Carter, T. Lambeth

BOOK PAGE
1955 0287

said boundary line of that lot being known and designated as Lots 1, 2, 5, and 6, Block 157, Town of Carolina Beach as shown on a map recorded in Book 307, Page 294, in the Office of the Register of Deeds of New Hanover County, North Carolina, to which map reference is made for a more particular description.

2. Purpose of Easement. The purpose of the easement is for public facilities, utilities and drainage improvements necessary to effect street improvements, including water, sanitary sewer, storm sewer, drainage and related utility lines and facilities. 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. It is agreed that Grantors shall have the right to use and enjoy said easement area subject to the easement and rights herein granted.

3. Restrictions on Grantors' Use of Easement. Grantor agrees not to erect buildings, structures or trees within the easement.

4. Grantee's Rights of Ingress and Egress. Grantee shall have the right of ingress and egress along the easement

5. Covenants by Grantor. Grantor, for itself, its heirs, executors, administrators and assigns, does covenant with Grantee, its successors and assigns, that they are owners in fee simple of the real property which is subject to the described easement; that Grantor 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 Grantor shall warrant and defend the title of 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 and assigns in title forever.

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


Anton Brand

(Seal)


Henry Brand