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09/29/2022  
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BY: KELLIE GILES  
DEPUTY

2022034821

NEW HANOVER COUNTY, NC  
TAMMY THEUSCH PIVER  
REGISTER OF DEEDS

NC FEE \$26.00

EXTX \$0.00

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: \$0.00

**Tax Parcel No. Adjacent to R03312-003-026-000**  
NORTH CAROLINA  
NEW HANOVER COUNTY **EASEMENT**

This DEED OF EASEMENT, made and entered into this 29th day of September, 2022, by and between KUMPEL INVESTMENTS, 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.

22R1229

Cape Fear Public Utility Authority Contract Number: \_\_\_\_\_

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 EXHIBIT B -*New 20' easement; to be continuation of Existing 20' easement through Optimist Club of Cape Fear Property, (the "Easement Area")*.

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, fences and any other mechanisms needed for the maintenance and protection of the utility. 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 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.

(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

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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. For Private Street Rights-of-Way, GRANTOR may plant trees or allow trees to remain within private street rights-of-way that are dedicated as Easement Area when such trees (1) are located greater than ten feet from the Facilities as measured from the center of the tree trunk to the nearest edge of the Facilities; and (2) are of a species approved in writing by GRANTEE. 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, and in compliance with municipal ordinances. Said restoration shall not include laying sod, landscaping, or driveways that are not of plain asphalt or concrete.

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

**Cape Fear Public Utility Authority Contract Number:** 22R1229

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 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 Facilities.

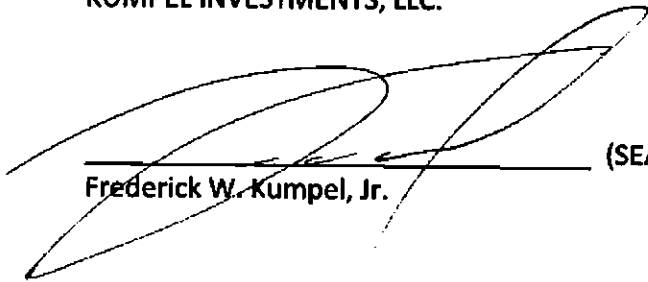
4. **Covenants by Grantor.** GRANTOR, for itself, its heirs, executors, administrators and assigns, does covenant with GRANTEE, its successors and assigns, that it is the owner in fee simple of the Property on Exhibit A; that it has good right to grant and convey the easements and rights described herein 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.

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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.

KUMPEL INVESTMENTS, LLC.

 (SEAL)  
Frederick W. Kumpel, Jr.

STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER

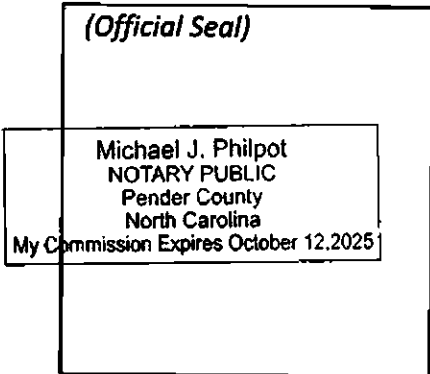
I certify that Frederick W. Kumpel, Jr. personally appeared before me this day, acknowledging to me that he/she signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein.

Date: 9-29-2022

  
Signature of Notary Public

MICHAEL J PHILPOT  
Notary's printed or typed name

My commission expires: 17-OCT-2025



Notary seal or stamp must appear within this box.

Cape Fear Public Utility Authority Contract Number: 22R1229

**EXHIBIT A**

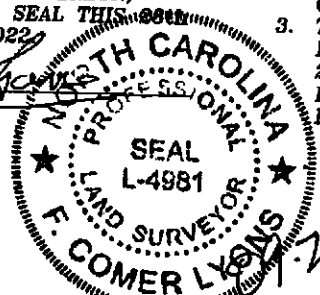
**PROPERTY**

That certain tract or parcel of land located in New Hanover County  
more particularly described as follows:

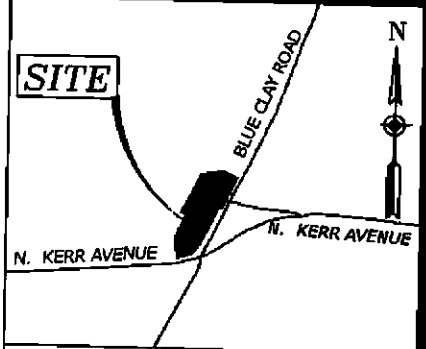
Portion of the property shown as "Street" as recorded in Map book 69  
Page 324 and recorded in the New Hanover County Registry.

I, F. COMER LYONS, CERTIFY THAT THIS EASEMENT EXHIBIT WAS DRAWN UNDER MY SUPERVISION AND THAT DEPICTED BOUNDARY INFORMATION COMES FROM THE SURVEY REFERENCED HEREON, WITNESS MY HAND AND SEAL THIS 20th DAY OF SEPTEMBER, 2022

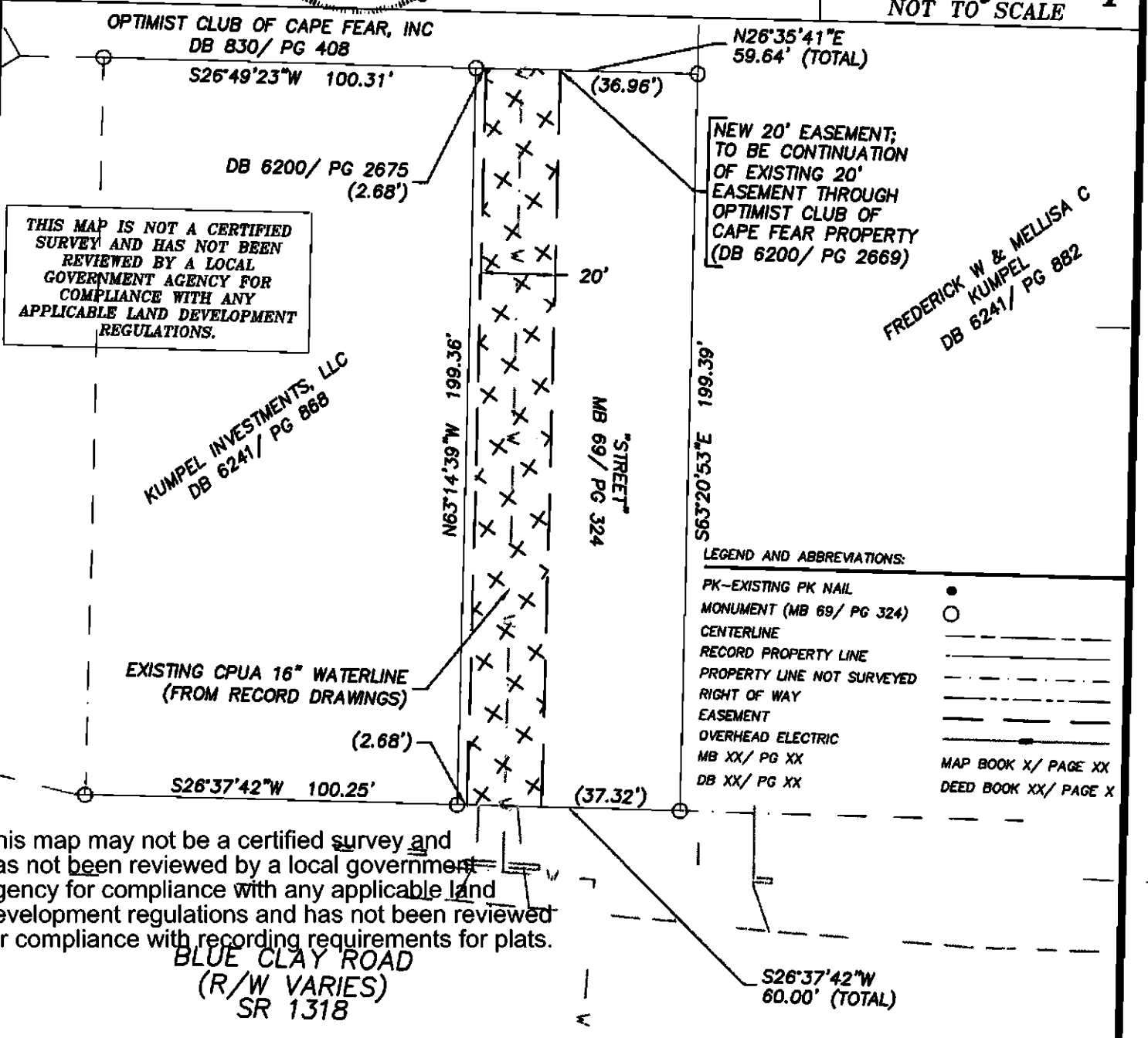
*F. Comer Lyons*  
 F. Comer Lyons  
 N.C. PLS# L-4981



- EXHIBIT NOTES:**
1. ALL BOUNDARY INFORMATION SHOWN HEREON TAKEN FROM MAP BOOK 69, PAGE 324.
  2. NO FIELD SURVEY PERFORMED IN CREATION OF THIS EXHIBIT.
  3. THIS EXHIBIT IS SOLELY FOR THE PURPOSE OF ILLUSTRATING A NEW 20-FOOT WIDE UTILITY EASEMENT FOR THE BENEFIT OF CAPE FEAR PUBLIC UTILITY AUTHORITY.



**Vicinity Map**  
 NOT TO SCALE



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.

NEW 20' EASEMENT; TO BE CONTINUATION OF EXISTING 20' EASEMENT THROUGH OPTIMIST CLUB OF CAPE FEAR PROPERTY (DB 6200/ PG 2669)

FREDERICK W & MELLISA C  
 KUMPEL  
 DB 6241/ PG 882

**LEGEND AND ABBREVIATIONS:**

PK-EXISTING PK NAIL	●
MONUMENT (MB 69/ PG 324)	○
CENTERLINE	---
RECORD PROPERTY LINE	----
PROPERTY LINE NOT SURVEYED	-----
RIGHT OF WAY	-----
EASEMENT	-----
OVERHEAD ELECTRIC	-----
MB XX/ PG XX	MAP BOOK XX/ PAGE XX
DB XX/ PG XX	DEED BOOK XX/ PAGE X

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.

BLUE CLAY ROAD  
 (R/W VARIES)  
 SR 1318

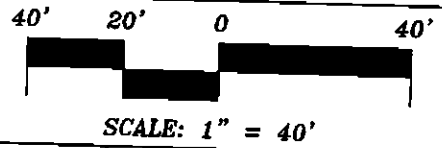
**PUBLIC UTILITY EASEMENT MAP**

FOR:

**CAPE FEAR PUBLIC UTILITY AUTHORITY**

Date: June 2022  
 Project #: 20-74  
 PLS: C.Lyons  
 Drawn By: C.Lyons

Properties of:  
 Kumpel Investments, LLC  
 & Fred Kumpel, et al



**Subject Parcel (adjacent):**  
 PARID: R03312-003-026-000  
 Lot #14- Bide-A-Wee Subdivision  
 Cape Fear Township; New Hanover County, NC

**Client:**  
 Kumpel Investments, LLC  
 5422 Oleander Drive  
 Wilmington, NC 28403

**Site Address:**  
 2805 N. Kerr Avenue  
 Wilmington, NC 28429  
 (Adjacent)

Geomatics, Surveying  
 & Engineering, Inc.  
 P.O. Box 16110  
 Wilmington, NC 28408  
 Phone- 910.742.3860  
 www.gsandeinc.com

