

FILED

2024 SEP 23 P 12:35
NEW HANOVER CO., C.S.C.

BY _____

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NC FEE \$26.00

RECORDED:

12/09/2024

12:08:03 PM

BY: KELLIE GILES

DEPUTY

NEW HANOVER COUNTY, NC

MORGHAN GETTY COLLINS

REGISTER OF DEEDS

EXTX \$0.00

ELECTRONICALLY RECORDED

Submitted electronically by City of Wilmington in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the New Hanover County Register of Deeds.

Prepared by and return to: Whitley Stavish, Assistant City Attorney
Wilmington City Attorney's Office, P.O. Box 1810, Wilmington, NC 28402

STATE OF NORTH CAROLINA
JUSTICE

IN THE GENERAL COURT OF

SUPERIOR COURT DIVISION

COUNTY OF NEW HANOVER

FILE NUMBER: 24 CVS 2344

CITY OF WILMINGTON,
(a North Carolina Municipal Corporation)

Plaintiff,

)

CONSENT JUDGMENT

Vs.

GLOBAL LIGHTHOUSE ILM, LLC,
(a North Carolina limited liability company)

Defendant.

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AND ORDER

A TRUE COPY
CLERK OF SUPERIOR COURT
NEW HANOVER COUNTY
BY: *Dana M. Gilland*
Deputy Clerk of Superior Court

THIS CAUSE, coming to be heard before the undersigned Superior Court Judge, it having been stipulated by the Plaintiff, City of Wilmington (hereinafter "City") and the Defendant, Global Lighthouse ILM, LLC (hereinafter "Defendant"). The Court finds as fact the following:

1. This action was duly instituted on June 17, 2024, by the issuance of a Summons and the filing

of a Complaint, Declaration of Taking, and Notice of Deposit (hereinafter "original Complaint"), along with the deposit into the Court of \$7,250.00, the sum estimated by the City to be just compensation for the taking of Defendants' property.

2. The Summonses, together with a copy of the original Complaint, were duly served upon Defendant on June 20, 2024.
3. Defendant is the fee simple owner of the properties affected by the taking, said properties being located at 3417 Wrightsville Avenue and 3421 Wrightsville Avenue, Wilmington, North Carolina 28403 and more particularly described in Exhibit A, attached to the Complaint filed in this action (hereinafter "the Property").
4. Each of the persons executing this Consent Judgment on behalf of the Parties does hereby covenant, warrant, and represent that the signatories have full right and authority to enter into this Consent Judgment.
5. The City and Defendant have now settled all matters in controversy between them as follows:
 - a. Defendant is entitled to keep \$7,250.00 and this sum shall be paid by proceeds deposited with the Clerk of Superior Court by the City; and
 - b. The City and Defendant agree to pay their own costs related to this action, except as otherwise specifically stated herein; and
 - c. Any and all claims by Defendant to interest and other additional considerations not herein specifically mentioned.

ON THE FOREGOING STIPULATIONS, THE COURT CONCLUDES AS A MATTER OF LAW THE FOLLOWING:

1. The City was entitled to acquire and did acquire on June 17, 2024, the property of Defendants as described herein and as specified in the original Complaint.
2. These proceedings are regular in every respect and no just cause has been shown against granting the prayer contained in the original Complaint.
3. Except as expressly set forth herein, Defendant is not entitled to any further relief from the City as a result of the taking.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that:

1. By the filing of the Complaint, the City has condemned and shall be permanently vested with the property, interest, or estate described as follows:

Description of Property Affected by Taking (The Burdened Land):

All of that property located in the City of Wilmington, New Hanover County, North Carolina and described as follows:

Being all of that area shown as "006-TCE-1" and "007-TCE-1" on that map entitled "Easement and Right of Way Plat, Wrightsville Avenue, Sidewalk and Roundabout" recorded in Map Book 72, Page 338, New Hanover County Registry.

The burdened land is commonly known as:

Address: 3417 Wrightsville Avenue, Wilmington, North Carolina 28403
New Hanover County Tax Parcel ID: R05513-007-006-000

Address: 3421 Wrightsville Avenue, Wilmington, North Carolina 28403
New Hanover County Tax Parcel ID: R05513-007-007-000

2. Interest or Estate Taken:

Two (2) temporary construction easements with a duration of thirty (30) months from the date of recording of the Memorandum of Action with the New Hanover County Register of Deeds, over,

through, under and upon the lands and premises described in paragraph 3 of this Exhibit A for the purpose of constructing, installing, inspecting, maintaining, repairing, removing, extending, improving, replacing, building and/or operating certain public facilities and utilities.

The Plaintiff shall at all times have the right to keep the area of the easements clear of all buildings or structures, trees, shrubs, bushes, stumps, roots, undergrowth, or other vegetation as will in its judgment interfere with the purpose of the easements. The Defendant shall not construct or allow to be constructed any building, structure or other improvement, and shall not plant or allow to be planted any trees, shrubs, bushes, undergrowth, or other vegetation or to otherwise permit encroachment or interference with the Plaintiff's rights in the easements. The Defendant, its heirs, successors and assigns shall retain the right to cultivate the ground lying within the boundaries of said easements for any other lawful purpose; provided, however, that such cultivation or use shall not be inconsistent with the easement rights of the Plaintiff, and Plaintiff shall not be liable for any damages or loss due to the exercise of its rights within the easements.

For the purpose of constructing, inspecting, improving, replacing, removing, maintaining, extending, repairing or otherwise using the above-described facilities, the Plaintiff shall have the right of ingress and egress from the easements and right-of-way over such private roads, alleys, ways or paths (hereinafter collectively referred to as "private roads") as may now or hereafter exist on the property of the Defendant. Any damages proximately resulting to such private roads from the negligent use by the Plaintiff shall be repaired by the Plaintiff, at its expense. The Defendant may shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easements, the Plaintiff shall have such right of ingress and egress over the Defendant's property adjacent to the easement in such manner as shall occasion the least practicable damages and inconvenience to the Defendant. The Plaintiff shall be liable for any consequential damages proximately caused by its sole negligence in the exercise of the right of ingress and egress over adjoining property.

The Plaintiff will restore the surface of the land to its approximate level prior to construction, by fill or grading, in the course of construction or maintenance of the project so long as the same are not inconsistent with and do not interfere with the Plaintiff's rights in the easements. Any trees removed for construction or maintenance work will not be replaced. The construction or maintenance area may be seeded by the Plaintiff, but the Plaintiff shall not be responsible for landscaping or otherwise improving the area.

3. Area Taken:

006-TCE-1

BEGINNING AT A 1" IRON PIPE FOUND ALONG THE NORTHERN EXISTING RIGHT-OF-WAY (60') LINE OF WRIGHTSVILLE AVENUE AND THE PROPOSED TEMPORARY CONSTRUCTION EASEMENT; SAID POINT OF BEGINNING ALSO BEING THE COMMON PROPERTY CORNER BETWEEN TAX PARCEL R05513-007-005-000 NOW OR FORMERLY ALPHA COUNSELING (DEED BOOK 3630 PAGE 772) AND TAX PARCEL R05513-007-006-000, NOW OR FORMERLY GLOBAL LIGHTHOUSE ILM;

THENCE, LEAVING SAID NORTHERN RIGHT-OF-WAY LINE OF WRIGHTSVILLE AVENUE AND PROCEEDING NORTH ALONG THE WESTERN PROPERTY LINE OF GLOBAL LIGHTHOUSE ILM AND SAID EASEMENT, N 42° 54' 20" E A DISTANCE OF 4.60' TO A POINT;

THENCE PROCEEDING ALONG THE PROPOSED TEMPORARY CONSTRUCTION EASEMENT, THE FOLLOWING 5 COURSES:

S 46° 50' 05" E A DISTANCE OF 38.58' TO A POINT;

THENCE, N 43° 11' 50" E A DISTANCE OF 9.92' TO A POINT; THENCE, S 46° 50' 05" E A DISTANCE OF 30.00' TO A POINT;

THENCE, S 43° 11' 50" W A DISTANCE OF 9.92' TO A POINT;

THENCE, S 46° 50' 05" E A DISTANCE OF 2.30' TO A POINT ON THE EASTERN GLOBAL LIGHTHOUSE ILM PROPERTY LINE, A LINE COMMON WITH TAX PARCEL R05513-007-007-000 ALSO A NOW OR FORMERLY GLOBAL LIGHTHOUSE ILM PROPERTY (DEED BOOK 6222 PAGE 1724) LINE;

THENCE, S 43° 06' 55" W A DISTANCE OF 4.56' TO A POINT ON THE NORTHERN EXISTING RIGHT-OF-WAY OF WRIGHTSVILLE AVENUE;

THENCE PROCEEDING ALONG THE SAID RIGHT-OF-WAY LINE N 46° 52' 15" W A DISTANCE OF 70.86' TO THE POINT OF BEGINNING. SAID PROPOSED TEMPORARY CONSTRUCTION EASEMENT CONTAINING 622.0 SQUARE FEET OR 0.0143 ACRES.

007-TCE-1

BEING ALL OF A PROPOSED TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS "007-TCE-1" AND AS SHOWN ON A PLAT TITLED "EASEMENT AND RIGHT OF WAY PLAT - WRIGHTSVILLE AVENUE SIDEWALK AND ROUNDABOUT" BY TAYLOR WISEMAN AND TAYLOR PREPARED FOR THE CITY OF WILMINGTON AND RECORDED IN MAP BOOK 72 PAGES 338-347 IN THE NEW HANOVER COUNTY REGISTER OF DEEDS. THE SAID EASEMENT WILL IMPACT TAX PARCEL R05513-007-007-000, NOW OR FORMERLY GLOBAL LIGHTHOUSE ILM, LLC (DEED BOOK 6222 PAGE 1724) LOCATED AT 3421 WRIGHTSVILLE AVENUE, WILMINGTON, NORTH CAROLINA. THE LEGAL DESCRIPTION FOR THE PROPOSED TEMPORARY CONSTRUCTION EASEMENT IS AS FOLLOWS:

COMMENCING AT A 1" IRON PIPE FOUND ALONG THE NORTHERN EXISTING RIGHT-OF-WAY (60' WIDE) LINE OF WRIGHTSVILLE AVENUE; SAID POINT BEING THE COMMON PROPERTY CORNER BETWEEN TAX PARCEL R05513-007-005-000 NOW OR FORMERLY ALPHA COUNSELING (DEED BOOK 3630 PAGE 772) AND TAX PARCEL R05513-007-006-000, NOW OR FORMERLY GLOBAL LIGHTHOUSE ILM (DEED BOOK 6222 PAGE 1724);

THENCE PROCEEDING ALONG SAID EXISTING RIGHT-OF-WAY S 46° 52' 15" E A DISTANCE OF 70.86' TO THE POINT OF BEGINNING, A POINT ON A COMMON PROPERTY LINE BETWEEN SAID TAX PARCEL R05513-007-006-000 AND TAX PARCEL R05513-007-007-000 AND THE PROPOSED EASEMENT;

THENCE, LEAVING SAID NORTHERN RIGHT-OF-WAY LINE AND PROCEEDING N 43° 06' 55" E A DISTANCE OF 4.56', ALONG SAID COMMON PROPERTY LINE AND SAID EASEMENT TO A POINT;

THENCE PROCEEDING ALONG THE EASEMENT LINE THE FOLLOWING 5 COURSES:

S 46° 50' 05" E A DISTANCE OF 37.21' TO A POINT;

THENCE, N 43° 11' 50" E A DISTANCE OF 7.23' TO A POINT;

THENCE, S 47° 08' 16" E A DISTANCE OF 29.50' TO A POINT; THENCE, S 43° 11' 50" W A DISTANCE OF 8.57' TO A POINT;

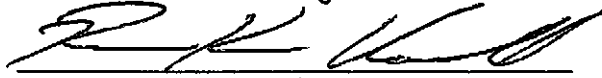
THENCE, S 49° 22' 33" E A DISTANCE OF 3.29' TO A POINT ON A COMMON PROPERTY LINE WITH TAX PARCEL R05513-007-008-000, NOW OR FORMERLY WILLIAMS FABRICARE, INC. (DEED BOOK 1129 PAGE 1600);

THENCE ALONG THE SAID COMMON LINE, S 43° 06' 58" W A DISTANCE OF 3.48' TO A POINT ON THE NORTHERN EXISTING RIGHT-OF-WAY OF WRIGHTSVILLE AVENUE;

THENCE FOLLOWING THE SAID RIGHT-OF-WAY LINE N 46° 52' 15" W A DISTANCE OF 70.00' TO THE POINT OF BEGINNING. SAID PROPOSED TEMPORARY CONSTRUCTION EASEMENT CONTAINING 529.5 SQUARE FEET OR 0.012 ACRES.

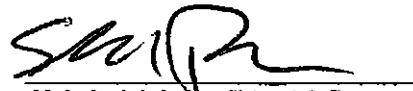
2. The Clerk of Superior Court of New Hanover County is hereby ordered to disburse the deposit filed by the City in the amount of \$7,250.00 through check made payable to Global Lighthouse ILM, LLC.
3. A copy of this Consent Judgment and Order shall be certified under seal of the Court to the Register of Deeds of New Hanover County, and the Register of Deeds is ordered to record this Consent Judgment among the land records of said County.
4. The City shall pay the costs of recording this Consent Judgment and Order in the Register of Deeds Office. All other costs, including the costs of any attorney fees, shall be paid by the party incurring such costs.
5. Entry of this Consent Judgment and Order settles all claims that could have possibly arisen out of this nexus of facts.

This the 23 day of September 2024.


 Superior Court Judge Presiding
 R. Kent Harrell

(CONSENT OF PARTIES TO FOLLOW)

☐ Consented to: Stephen Polk


 Global Lighthouse ILM, LLC
 Defendant

STATE OF NORTH CAROLINA
 COUNTY OF New Hanover

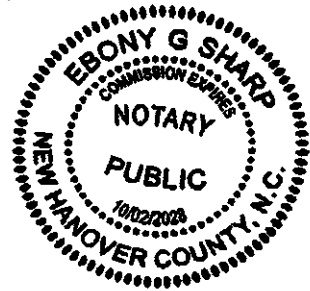
I, Erin O'Sheep, a Notary Public for County, state of North Carolina, do hereby certify that Stephen Polk, personally appeared before me this day and acknowledged that he/she is a duly authorized Manager of Global Lighthouse ILM, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by her as its Manager for the purposes stated herein.

Witness my hand and official seal, this the 29th day of August, 2024.

Ebony G Sharp
Notary Public

My Commission Expires:

10/02/2028



Consented to:

CITY OF WILMINGTON,
Plaintiff

By: [Signature]
Anthony N. Caudle, City Manager

Approved as to form:

[Signature]
Whitley Stavish, Assistant City Attorney

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

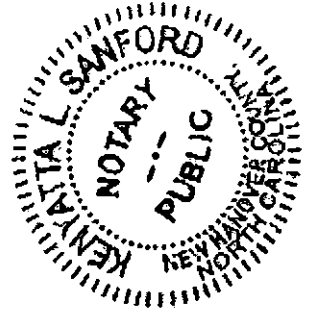
I, Kenyatta L. Sanford, a Notary Public in New Hanover County, North Carolina certify that Anthony N. Caudle personally appeared before me this day and acknowledged that he is the City Manager of the City of Wilmington, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City of Wilmington, the foregoing instrument was signed in its named by him as its Manager.

WITNESS my hand and notarial seal, this the 11 day of September, 2024.

Kenyatta L. Sanford
Notary Public

My Commission Expires:

10/11/2028



CERTIFICATE OF SERVICE

This is to certify that the undersigned in accordance with the provisions of Rule 5 of the North Carolina Rules of Civil Procedure has this date duly served the foregoing CONSENT JUDGMENT AND ORDER upon the Defendants by first-class mail by depositing a copy of same in an official depository of the United States Postal Service in an envelope with proper postage thereon, addressed as follows:

This the 19th day of September, 2024.

Whitley Stavish
Whitley Stavish, Assistant City Attorney