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Prepared by: Leigh Vancil, Kennon Craver, PLLC, 4011 University Dr., Suite 300, Durham, NC 27707

Return to: Grantee

ORANGE COUNTY

NORTH CAROLINA

Pin: 9873-32-0287 

**DEED OF EASEMENT
(UTILITY EASEMENT)
AND
AMENDMENT TO
PUBLIC
UTILITY EASEMENTS**

THIS DEED OF EASEMENT AND AMENDMENT TO PUBLIC UTILITY EASEMENTS, made this 26th day of November, 2024, by and between University of North Carolina Hospitals at Chapel Hill, an affiliated enterprise of the University of North Carolina pursuant to N.C.G.S. Section 116-350.5 with a mailing address of 5221 Paramount Parkway, Suite 460, Morrisville, NC 27560 ("Grantor"), and the Town of Hillsborough, North Carolina, a municipal corporation with a mailing address of 101 East Orange Street, Post Office Box 429, Hillsborough, North Carolina 27278 (the "Town").

WITNESSETH:

THAT WHEREAS, Grantor is the owner of certain real property located in Hillsborough Township, being more specifically depicted as Tract 600 on the plat entitled "Waterstone, Exempt Subdivision Plat " recorded at Plat Book 100, Pages 184-185, in the Orange County Registry on November 17, 2006 (the "Property");

Submitted electronically by "Kennon Craver, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Orange County Register of Deeds.

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THAT WHEREAS, Grantor has developed the Property for medical and hospital use;

THAT WHEREAS, in connection with said development, Grantor has caused to be recorded (i) the Final Plat of New Access and Maintenance Easements Survey in Plat Book 114, Page 194, Orange County Registry, and (ii) that certain Exempt Easement Plat recorded in Plat Book 126, Page 6, Orange County Registry, pursuant to which Grantor dedicated to the Town of Hillsborough public utility easements for water and sanitary sewer as shown thereon (the "Original Public Utility Easements");

THAT WHEREAS, Grantor and Grantee subsequently agreed that Grantor would maintain the sanitary sewer lines on the Property and Grantee would maintain the water lines on the Property ; and

THAT WHEREAS, as a consequence thereof, Grantor and Grantee agreed that the Original Public Utility Easements dedicated to the Town of Hillsborough would thereafter be for the maintenance, repair and replacement of water lines solely, and the Original Public Utility Easements would be amended as set forth in that certain Easement Plat recorded in Plat Book 128, Pages 80-81, Orange County Registry (the "New Plat").

NOW, THEREFORE, in consideration of the foregoing, the Grantor does hereby give, grant, quitclaim, and convey unto the Town of Hillsborough, its successors and assigns, the right and privilege and perpetual easement over, upon and through the areas identified on the New Plat as "Variable Width Town of Hillsborough Public Utility Easement (Water)" (the "Easement Areas") to construct, install, maintain, repair, modify or remove one or more underground water lines; together with a perpetual right and easement to go upon the Easement Areas whenever the same is reasonably necessary for the purposes of constructing, inspecting, and maintaining said lines and making all necessary alterations and repairs thereto.

The Town shall also have a ten (10) foot wide temporary maintenance easement lying directly adjacent to the Easement Areas where the Easement Areas overlap with the Variable Width UNC Hospitals Private Sanitary Sewer Easements as shown on the New Plat, extending ten (10) feet on the side of the Easement Areas opposite the Variable Width UNC Hospitals Private Sanitary Sewer Easements, the purpose of which temporary maintenance easement is to facilitate maintenance, repair and replacement of the public water lines and appurtenances thereto by the Town. Upon completion of maintenance work, the Town shall restore any disturbed temporary maintenance easement area as nearly as possible to its original condition.

The Town of Hillsborough shall also have the right of ingress and egress and regress through, over, and across the Easement Areas at such times as the Town of Hillsborough deems it necessary for the purpose of maintaining, and inspecting said lines and of making all necessary alterations and repair thereto. Should obstructions be present in the Easement Areas and interfere with the Town's use of the Easement Areas for their intended purpose(s), then the Town may temporarily remove such obstruction(s) to the extent necessary for maintenance, inspection, repair and replacement of said lines, and without any obligation to restore the disturbed area except for the obligation to cover the water lines (and the sewer lines to the extent located within the same Easement Area) and level the disturbed ground surface to a safe condition. Nothing herein shall be deemed to prohibit Grantor from restoring any disturbed area to the condition existing prior to the Town's removal of any obstructions. Grantor, its successors and assigns shall, to the extent permitted by law, indemnify the Town and hold the Town harmless from any and all claims for loss, injury or damage to person or property except those caused by the Town's negligence or willful misconduct.

Grantor covenants with Grantee that Grantor is seized of the premises in fee simple, has the right to convey the rights, privileges and easements which are granted herein, and title is free and clear of all liens and encumbrances which may affect the said rights, privileges and easements conveyed herein, and Grantor will warrant and defend the title to said easements against the claims of all persons or parties whomsoever.

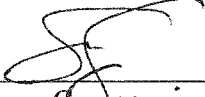
Grantee, by its acceptance of this instrument, (i) agrees to the amendments to the Original Public Utility Easements as set forth on the New Plat, and (ii) grants and reconveys to Grantor any interest Grantee has in the Variable Width UNC Hospitals Private Sanitary Sewer Easement shown on the New Plat and the sanitary sewer lines therein.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, Grantor has hereunto set his hand and seal the year and day first above written.

Grantor:

UNIVERSITY OF NORTH CAROLINA
HOSPITALS AT CHAPEL HILL

By: 
Name: Simon George
Title: System Vice President, Real Estate,
Development & Facilities

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Karla Carson, a Notary Public of Wake County and aforesaid State, certify that the following person personally appeared before me this day and acknowledged the due execution of the foregoing instrument: **Simon George**

Witness my hand and official seal or stamp, this the 12 day of Nov., 2024.

(Official Seal)


Notary Public

My commission expires: Mar. 04, 2026

