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FILED Joyce H. Pearson
Register of Deeds Orange COUNTY, NC
BY:

Deputy *Linda Clark*

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9864-81-8953
ORANGE COUNTY

DEED OF EASEMENT

(WATER FACILITY EASEMENT)

NORTH CAROLINA
Return to: Town of Hillsborough
PO Box 429 Hillsborough, NC 27278

THIS DEED OF EASEMENT, made this 11 day of February, 2004, by and

between Robert Odell Mayo, North Carolina ("Grantor"), and the Town of Hillsborough, North Carolina, a municipal corporation, 101 East Orange Street, P.O. 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 described as PIN # 9864-81-8953, Orange County Registry (the "Property");

THAT WHEREAS, the Town of Hillsborough proposes to construct or otherwise improve its water system along or near Orange Grove Road and Mayo Street (Mayo Booster Pump Station);

NOW, THEREFORE, in consideration of the sum of One and No/100 (\$1.00) Dollar, and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is hereby fully acknowledged, 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 property to construct, install, maintain, repair, modify or remove one or more underground water lines

and aboveground appurtenances, all as more specifically described and located on a copy of a plat attached hereto as Exhibit "A", which plat is recorded in Book 93 Page 171, Orange County Registry, said easement being an irregular shaped permanent easement adjacent and in addition to the previously recorded easement in Book 531 Page 327, Orange County Registry; together with a perpetual right and easement to go upon the Property 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 of Hillsborough shall remove all surplus earth, shall make level the surface of the ground above said lines and apparatus, and shall interfere as little as is reasonably possible with any plants, fences, or other improvements upon the Property, provided that such plants, fences and other improvements shall not interfere with the right of the Town of Hillsborough of ingress and egress to the Property for the purpose of maintenance and repair of said main or mains or the construction and repair of other appurtenances, and such plants, fences and other improvements shall not interfere with the Town of Hillsborough's maintenance, operation or installation of the lines and facilities.

The Town of Hillsborough shall also have the right of ingress and regress through, over, and across the Property to and from said easements at such times as the Town of Hillsborough deems it necessary for the purpose of constructing, maintaining, and inspecting said lines and of making all necessary alterations and repairs thereto; the lines of pipe shall be located at such point or points, elevation or elevations below the surface of the earth as shall be necessary, for proper operation of the system, and shall be established at the proper grade for running said lines and for conveying water as aforesaid, and said facilities, if any, shall be at such point below or above the surface of the earth as may be necessary for the proper operation of said facilities; and the Town of Hillsborough shall have the right, privilege and easement to tap the line or lines and construct laterals from the main to the outside boundary of right-of-way over which this easement and privilege extends.

It is understood and agreed by the parties that the execution and delivery of this deed of easement by the Grantor and its acceptance by the Town of Hillsborough shall not obligate it to construct sewer and/or water lines or permit connections to its sewer and/or water systems. It is further understood and agreed that failure of the Town of Hillsborough to construct improvements within the said easement and/or to clear or keep cleared the land shall not impair in any way the rights, privileges and easements conveyed hereunder.

Robert O. Mayo (SEAL)
Robert O. Mayo

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, that 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.

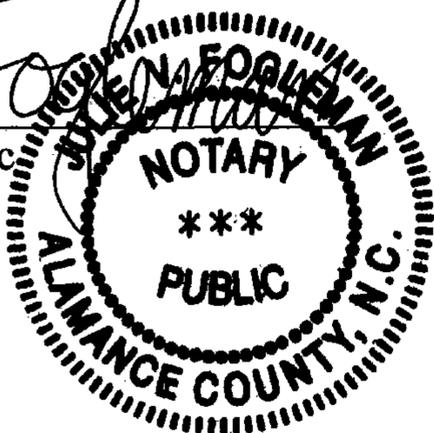
IN TESTIMONY WHEREOF, Grantor has hereunto set his hand and seal the year and day first above written.

NORTH CAROLINA
ORANGE COUNTY

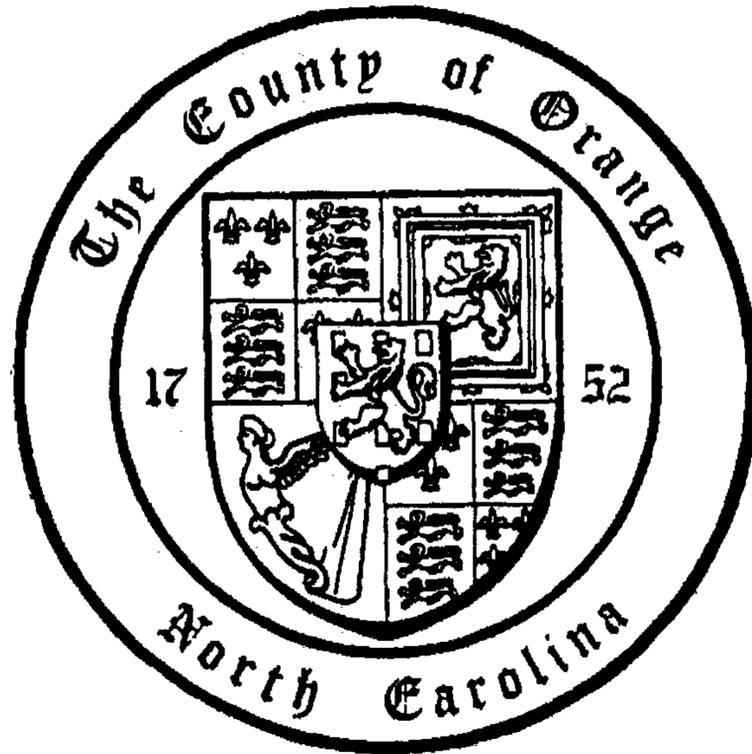
I, Julie V. Fogleman, a Notary Public for ^{Alamance}~~said~~ County and State, do hereby certify that Robert O. Mayo personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Feb 19, 2004

Witness my hand and official seal.

Julie V. Fogleman
Notary Public



My commission expires: 11/01/2004



Joyce H. Pearson
Register of Deeds
Orange County
North Carolina

State of North Carolina, County of Orange

The foregoing certificate(s) of JULIE V. FOGLEMAN, NOTARY PUBLIC for the Designated Governmental units is/are certified to be correct. See filing certificate herein.

This day March 9, 2004.

Joyce H. Pearson, Register of Deeds

BY: *Linda Perkins*
Deputy / ~~Assistant~~ Register of Deeds