

**TOWN OF SELMA  
REGULAR COUNCIL MEETING  
JERNIGAN BUILDING  
110 EAST ANDERSON STREET  
JULY 14, 2015**

**PRESENT:** Mayor Cheryl Oliver, Mayor Pro-Tem Jackie Lacy, Councilmembers Eric Sellers, Tommy Holmes and William Overby, Town Manager Jon Barlow, and Town Clerk Cynthia Richardson.

Attorney Frank Wood filled the seat of Town Attorney Chip Hewett due to him not being present.

**OTHERS PRESENT:** Planning Director Julie Maybee, Deputy Town Clerk Brenda Thorne.

**CONVOCATION:** Mayor Oliver called the meeting to order at 6:00 p.m. in the Jernigan Building and declared a quorum present.

Johnston County Commissioner Ted Godwin offered the invocation.

**PLEDGE TO FLAG:** Mayor Pro-Tem Jackie Lacy led in the pledge of allegiance to the flag.

**APPROVAL OF AGENDA:** A motion was made by Councilmember William Overby and seconded by Councilmember Eric Sellers to approve the agenda as presented. Motion carried unanimously.

**CONSENT AGENDA:**

**Minutes**

Special Meeting – May 28, 2015  
Work Session Meeting – May 28, 2015  
Regular Meeting – June 9, 2015  
Special Meeting – June 11, 2015

A motion was made by Councilmember William Overby and seconded by Councilmember Eric Sellers to approve the consent agenda as presented. Motion carried unanimously.

**RECOGNITIONS/  
PRESENTATIONS –  
Presentation of  
Certificate of  
Appreciation to Selma  
Police Department from  
Department of  
Transportation Rail  
Division:**

Mayor Oliver called forward Police Chief Richard Cooper and Police Captain Billy Thomas. She said that the Selma Police Department received a letter of accommodation and plaque from Mr. Paul Worley, NCDOT Rail Division Director. Mayor Oliver stated that this recognition for the education of the public regarding railroad safety at railway crossings.

Mayor Oliver presented a plaque from NCDOT stating the following:

State of North Carolina  
Department of Transportation  
Rail Division

Certificate of Appreciation

Presented to  
Selma Police Department

In recognition of the exemplary commitment to public safety and Participation in the International Level Crossing Awareness Day, June 3, 2015. Your efforts to advance the safety of North Carolina through rail education and enforcement are greatly valued.

**Commemorative  
Picture from  
ElectriCities:**

Mayor Oliver stated that the Town of Selma received a plaque from ElectriCities. She said that ElectriCities selected Towns in North Carolina to highlight, and they selected Selma. Mayor Oliver stated that they chose to highlight the antiques in the business district, and talked Mrs. Donna Reid of Reid's Country Sampler. Mayor Oliver read the following:

“Several years ago, an elderly gentleman came into Reid's Country Sampler Antiques & Collectibles in downtown Selma, and was browsing the 67 dealer booths inside this enormous space. In one of the booths, he happened upon a tiny, turn-of-the-century spelling books. When he opened it, the man discovered his grade school teacher's name inside. What are the odds?

If you ask owner Donna Reid, the odds might be better than you think. As she puts it so well, “Sometimes you don't find the treasures – the treasures find you.”

So, what exactly makes an object a treasure? According to Donna, it's memories, and very personal memories. “You might come in and find a striped ceramic bowl just like the one your grandmother used to make cookies during your childhood. It reminds you of that time – you get to recapture that magic.”

Everyone from casual window shoppers to die-hard collectors come to Reid's to buy, sell and relive special times in their lives. Older customers are looking for those memories. Younger customers want to find, preserve, fix up and make something their own, starting new memories.

You'll find everything from a 1907 wooden newspaper cart to spooky porcelain dolls to hog scrapers to antique glass bottles, which are particularly collectible right now, along with mid-century modern style from the late 50s and early 60s. Donna loves being constantly surprised at what comes in on any given day.

In the antiques and collectible business, there is no guarantee. Today people may want an object in blue, tomorrow in red. “It's a moving beast,” says Donna. “Most of us buy with our heart, not always with our head. The pieces speak to us. We're all collectors ourselves.”

One thing that is guaranteed is that you'll find something in Reid's that will touch your heart or trigger a memory. The hunt is almost as fun as actually finding the treasure."

**OPEN FORUM/  
CITIZENS' REQUESTS:**

No one was present to address Council.

**PUBLIC HEARINGS –  
Public Hearing and  
Consideration of the  
Question of Annexing  
an Approximate 15  
Acre Lot Located at  
4451 Buffalo Road,  
Selma, N.C.:**

Planning Director Julie Maybee stated that an owner-initiated voluntary annexation petition (VA 1.2.15) was filed by Roberts and Wellons, Inc., with no vested rights request being filed. She said that the proposed 15+ acre lot, zoned I-2, is located at 4451 Buffalo Road, Selma, NC.

Ms. Maybee stated that the protocol for this meeting would be staff presentation, applicant presentation, public comments for the request, public comments against the request, other public comments, applicant rebuttal, staff recommendation, Board discussion, and Board decision.

Ms. Maybee reminded Council that this was the property (4451 Buffalo Road, Selma) that requested a special use permit modification. She said that one of the conditions of approval of that special use permit was a voluntary request for annexation.

Ms. Maybee advised Council that the property was contiguous to the existing Town's limit boundaries. She said that the front portion of the property was located inside the Town's limits. Ms. Maybee stated that the Future Land Use Plan identifies the property as Industrial.

A motion was made by Councilmember Eric Sellers and seconded by Councilmember William Overby to open the public hearing. Motion carried unanimously. 6:10 p.m.

Planning Director Julie Maybee

Staff respectfully requests that the staff report and exhibits be incorporated into the record.

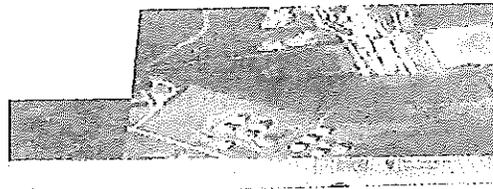
**Agenda Item 7a**

**Voluntary Annexation - Special Use Permit  
for Solar Farm (Phase II) at 4451 Buffalo  
Road, Selma NC - Robert and Wellons, Red  
Toad Phase II, LLC/Reynaldo Rodriguez**

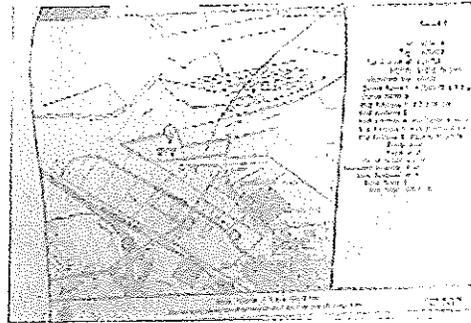
## Protocol

- a) Staff Presentation
- b) Applicant Presentation
- c) Public Comment
  - i. For the request
  - ii. Against the request
  - iii. Other public comments
- d) Applicant Rebuttal
- e) Staff Recommendation
- f) Board Discussion
- g) Board Decision

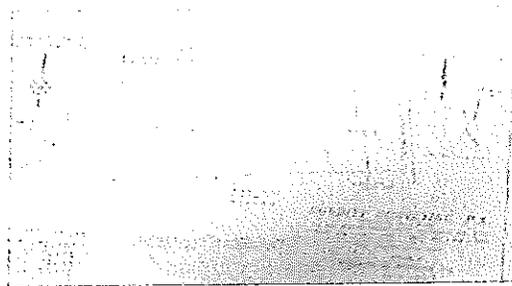
### 4451 Buffalo Road Voluntary Annexation



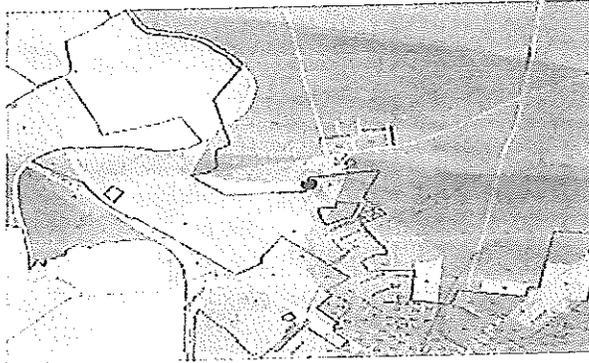
## 4451 Buffalo Road Phase II Special Use Permit Modification



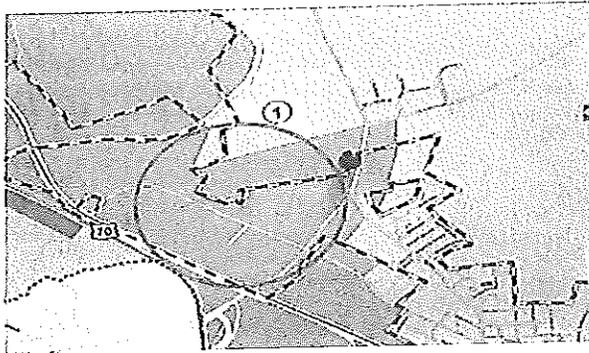
## 4451 Buffalo Road Voluntary Annexation



**4451 Buffalo Road  
Voluntary Annexation**



**4451 Buffalo Road  
Voluntary Annexation  
Future Land Use**





Town of Selma, North Carolina  
OWNER-INITIATED VOLUNTARY ANNEXATION PETITION  
(Please print clearly)

TO THE TOWN COUNCIL OF THE TOWN OF SELMA, NORTH CAROLINA

WE THE UNDERSIGNED OWNERS real property described in Part 2 below respectfully request that the area described in this petition be annexed and made part of the Town of Selma, North Carolina.

If this is an annexation of a parcel that is NOT CONTIGUOUS to the primary city limits ("satellite" annexation), attach a survey showing the annexation area and its relationship to the SELMA'S TOWN limits. Unless this is a satellite annexation petition, the area to be annexed is CONTIGUOUS to the Town of Selma and its boundaries.

<b>Part 1 - Property Owner Information:</b>	
Owner (see Part 7, note to property owners)	Owner's Contact Person (if different than applicant)
Name: <u>ROBERTS &amp; WELLONS, INC.</u>	Name:
Firm:	Firm:
Address: <u>P.O. Box 299</u>	Address:
City: <u>Smithfield</u> State: <u>NC</u> Zip: <u>27577</u>	City: State: Zip:
Phone (area code): <u>919.934.0553</u>	Phone (area code):
E-mail: <u>allen@wilkinswellons.com</u>	E-mail:

Part 2 - Parcel & Owner Information (Continue on page 2 if necessary) (See [www.johnstonnc.com/gis](http://www.johnstonnc.com/gis) for parcel numbers.)

Property Owner(s)	Parcel Tag Number	Real Estate NC PIN	Total Deeded Acres
Name: <u>ROBERTS &amp; WELLONS, INC.</u>	<u>Portion of: #14054026 (SEE EXHIBIT A-1)</u>	<u>Portion of: #26082-78-1043 (SEE EXHIBIT A-1)</u>	<u>Proposed 15 acres</u>
Address: <u>P.O. Box 299</u>			
City: <u>Smithfield</u> State: <u>NC</u> Zip: <u>27577</u>			
Name: _____			
Address: _____			
City: _____ State: _____ Zip: _____			
Name: _____			
Address: _____			
City: _____ State: _____ Zip: _____			
Total aggregate DEEDED Acres: <u>15 acres</u>			<u>(Proposed) 15 acres</u>

Part 2 -- Continued (if necessary): (Please print legibly)			
Property Owner(s)	Parcel Tag Number(s)	Real Estate NC PIN	Total Deeded Acres
Name: _____ Address: _____ City: _____ State: _____ Zip: _____			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____			
Name: _____ Address: _____ City: _____ State: _____ Zip: _____			
Total aggregate DEEDED Acres:			

**Part 3 – Reason for Request: (Please check ALL that apply and be specific as possible, if applicable)**

- Required for Site or Subdivision Plan
- Failed well
- Failed septic
- Other (Explain):

CONDITION OF SPECIAL USE PERMIT FOR RED TOAD 4451 BUFFALO ROAD, LLC

*\*for requests due to failed well / septic, please include documentation verifying such condition(s)*

**Part 4 – Location of Property: 4451 BUFFALO ROAD, SELMA, NC,**

What county is property located in? (Please check applicable)

- Johnston County
- Other

What planning jurisdiction is the property currently located? (Please check applicable)

- Selma
- Johnston County
- Other
- Selma's Extra Territorial Jurisdiction (ETJ)?

Note: The ETJ represents the area beyond the Town limits where the Town has zoning and regulatory authority.  
 Is the property located within an existing subdivision?  YES  NO  N/A

If yes, Name of Subdivision:

**Part 5 – Zoning and Proposed Use:**

Current Zoning I-2

Existing Use: VACANT LANDS

Proposed Use: SOLAR FARM

Is there a required survey (sealed by a registered surveyor) attached? (required for portion of properties being annexed)

- YES
- NO
- N/A

If a metes and bounds description is required, is it attached? Digitally? NO

- YES
- NO
- N/A

**Part 6 – Associated Cases:**

Is there an associated Site or Subdivision Plan?

- YES
- NO

Is there an associated REZONING?  YES  NO

*Please note that applications requesting annexation of property and located outside Selma's ETJ must also submit a Rezoning Application in order to establish initial Selma Zoning designation upon annexation.*

**Part 7 -- Vested Right Acknowledgement:**

Has a vested right with respect to the properties subject to this annexation petition been established under NC General Statute 160A-385.1 or 153A-344.1?  YES  NO

*If yes, please provide proof of such vested right. If no, or if you fail to sign this statement declaring whether or not a vested right has been established, any such right shall be terminated.*

**Part 8 -- Required Signature -- Please complete the application section below (A-D):**

**A. Property owned by individuals -- All owners must sign from Part 2 above, including husband and wife, and all joint tenants. (Notary not required)**

Property Owner(s) is/are \_\_\_\_\_ *Please print legibly*  
\_\_\_\_\_ *Please print legibly*

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**B. PROPERTY OWNED BY LIMITED LIABILITY COMPANY -- The area to annexed is owned by a limited liability company properly registered with the State of North Carolina. If "member managed" all members must sign. If "manager managed" manager must sign. (Notary not required) (Continue on separate sheet if necessary and attach).**

THE MANAGER IS: \_\_\_\_\_ *Please print legibly*

Signature of Manager \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Members \_\_\_\_\_ Date: \_\_\_\_\_  
*(if necessary)*  
Other Member \_\_\_\_\_ Date: \_\_\_\_\_  
*(if necessary)*

**C. PROPERTY OWNED BY GENERAL OR LIMITED PARTNERSHIP -- The area to be annexed is owned by a general partnership. All partners must sign; if owned by a limited partnership; general partner(s) must sign. (Notary not required) (continue on separate sheet if necessary and attach).**

The General Partner(s) is/are \_\_\_\_\_ *Please print legibly*  
\_\_\_\_\_ *Please print legibly*

Signature of General Partner \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of General Partner \_\_\_\_\_ Date: \_\_\_\_\_

D. PROPERTY OWNED BY CORPORATION - The area to be annexed is owned by a corporation properly registered with the State of North Carolina (Must be notarized). The Corporation President and Secretary must complete the following:

The President is Allen Wellons Of Roberts & Wellons, Inc  
(Typed or printed name) (Typed or printed Corporate name)

Signature: [Signature] Date: 5/7/15

And that, The Secretary is N/A  
(Typed or printed name)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COUNTY OF NORTH CAROLINA

I, SUSAN B. SULT, a Notary Public for Johnston County, North Carolina, do  
(Typed or Printed Name of Notary) (County of Commission)

hereby certify that Allen H. Wellons and \_\_\_\_\_  
(Typed or Printed Name of President) (Typed or Printed Name of Secretary)

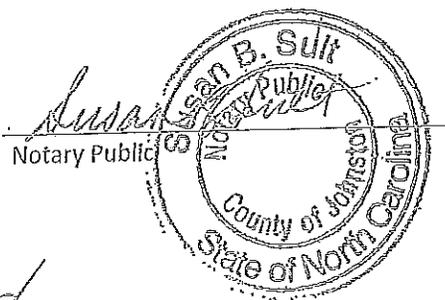
personally came before me this day and acknowledged that he/she is President and  
(Title of Corporate Officer)

that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that he/she, as such,  
(Secretary of Corporation) (Corporation Name)

being authorized to do so, executed the foregoing on behalf of the corporation.

witness my hand and official seal, this 6th day of May, 20 15

(Official Seal)



My Commission expires 1-14, 20 18

**Legal Description:**

Beginning at a point in the line of Kinder Morgan Southeast, said point being S 83 degrees 50 minutes 26 seconds West 1150.08 feet from the right of way of buffalo Road;

Thence South 83 degrees 50 minutes 26 seconds West for a distance of 1272.27 feet to a corner in the line of Kinder Morgan Southeast;

Thence North 58 degrees 23 minutes 56 seconds West for a distance of 716.61 feet to a new corner in the line of kinder Morgan Southeast;

Thence North 83 degrees 06 minutes 25 seconds East for a distance of 1618.40 feet to a point corner with the lands of Roberts & Wellons Inc.

Thence South 31 degrees 47 minutes 44 seconds East for a distance of 509.73 feet to the point and place of beginning. Together with and subject to covenants, easements, and restricts of record. Said property contains 15.00 acres more or less.

Exhibit A-1

Planning Director Julie Maybee

This is a proposed 15-acre lot zoned heavy industrial located at 4451 Buffalo Road. It was at the March 10, 2015 meeting that the Board approved the initial special use permit requesting that it be incorporated into the Town boundaries. Notice of the voluntary annexation was duly published in a newspaper in accordance with North Carolina General Statutes and applicable parties were notified by mail. Staff recommends approval of the voluntary annexation request and that a plat be recorded with the Johnston County Register of Deeds Office in conjunction with the ordinance to extend the corporate limits of the Town of Selma. For your consideration under exhibit B, I've included a draft ordinance for your consideration. If you have any questions, I'll be glad to answer them.

A motion was made by Councilmember Eric Sellers and seconded by Councilmember Tommy Holmes to close the public hearing. Motion carried unanimously. 6:12 p.m.

With no further discussion, a motion was made by Councilmember William Overby and seconded by Mayor Pro-Tem Jackie Lacy to approve the voluntary annexation petition by Roberts and Wellons, Inc. for property located at 4451 Buffalo Road, Selma, N.C. Motion carried unanimously.

**Quasi-Judicial Public Hearing and Consideration of a Special Use Permit Request for a Solar Farm by Narenco/ Michael Cox, and Property Owner Roberts and Wellons, Inc.:**

Attorney Frank Wood swore in Planning Director Julie Maybee, Attorney Kirkland Odom, Mr. Richard Kirkland, Mr. Michael Cox, and Mr. Jessie Montgomery.

Planning Director Julie Maybee

For Agenda Item 7b, Narenco/Michael Cox and property owners Roberts and Wellons, Inc. request a special use permit to place a 5 MW fenced solar farm on a proposed 39 acre lot on the east side of Yelverton Grove Road, Smithfield, N.C.

The protocol for this meeting would be staff presentation, applicant presentation, public comments for the request, public comments against the request, other public comments, applicant rebuttal, staff recommendation, Board discussion, findings of fact, and Board decision.

Request that the staff report, exhibits, and PowerPoint be incorporated into the record.

WARRANTY DEED  
STATE OF NORTH CAROLINA  
JOHNSTON COUNTY

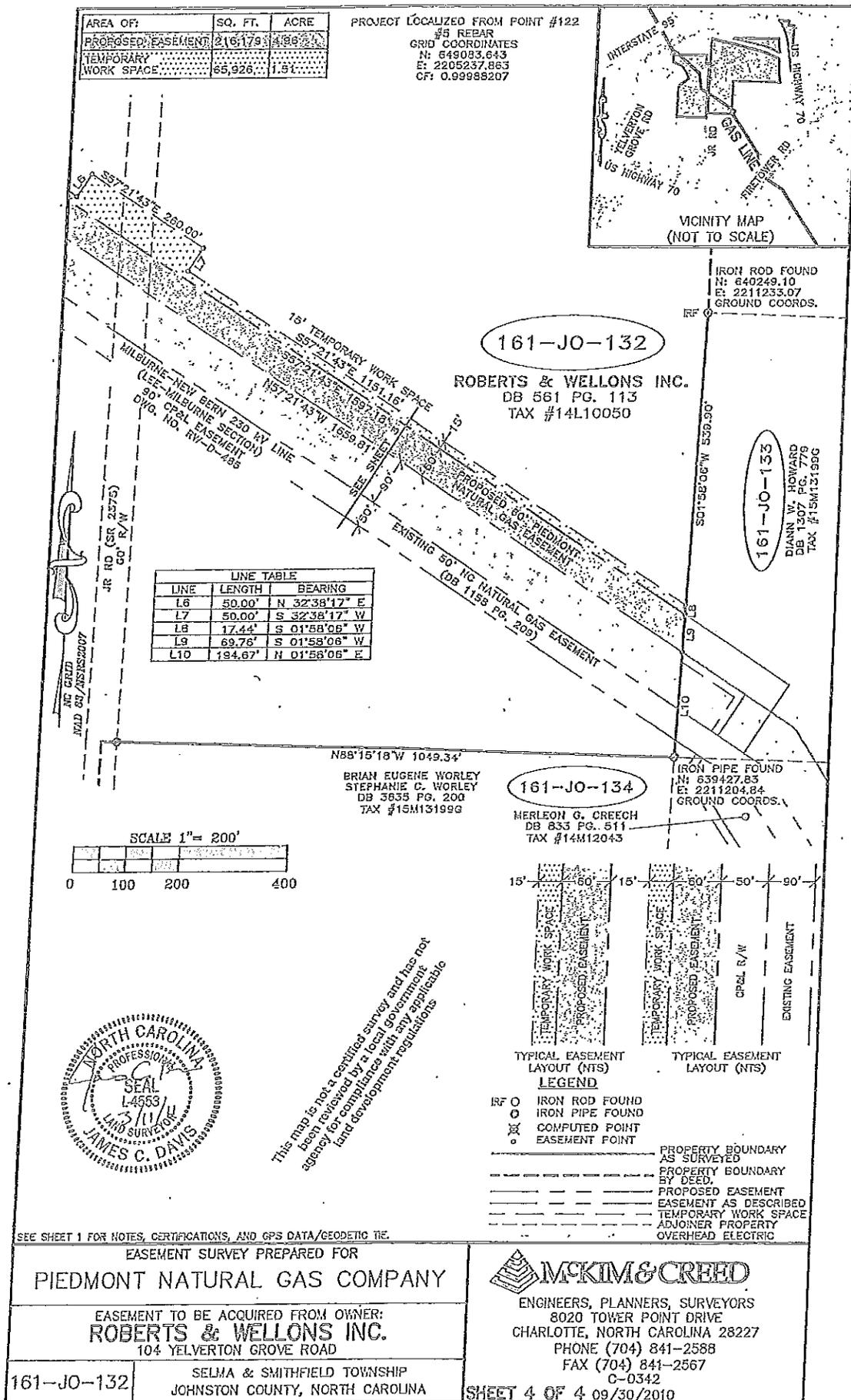
THIS DEED, made this 25 day of April, A. D. 1958 by E. J. Wellons and wife, Cornelia A. Wellons of Johnston County and State of North Carolina of the first part, to Roberts & Wellons, Incorporated of Johnston County, and State of North Carolina of the second part:

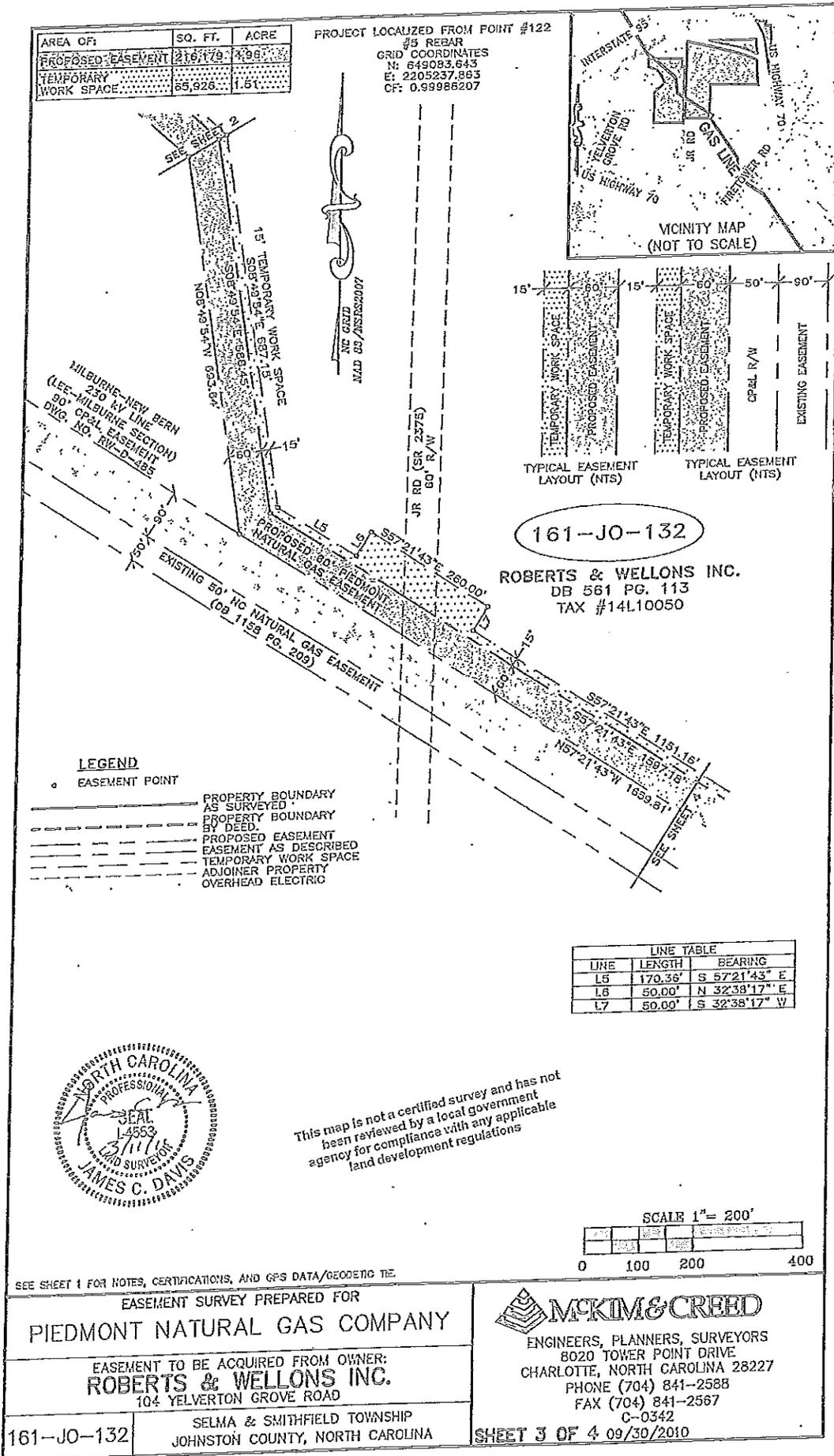
WITNESSETH, That said E. J. Wellons and wife, Cornelia A. Wellons, in consideration of other valuable considerations and Ten & No/100 (\$10.00) Dollars to them paid by Roberts & Wellons, Incorporated, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey to said Roberts & Wellons, Incorporated its heirs and assigns, certain tracts or parcels of land in Johnston County, State of North Carolina, Cleveland, Clayton, Selma, Wilson's Mills, Ingrams, O'Neals, Wilders, Boon Hill and Smithfield Townships and described as follows:

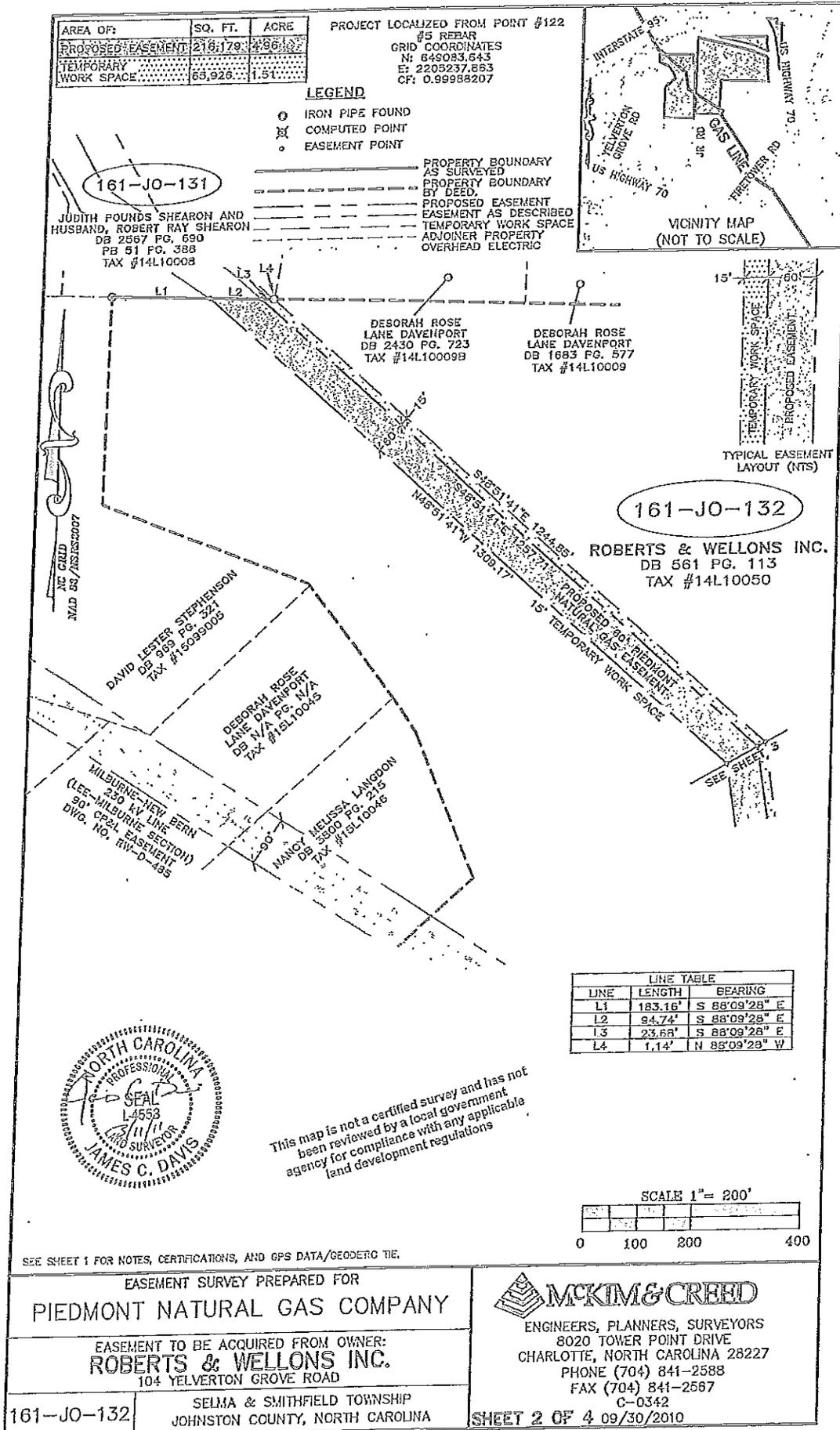
TRACT NO. 1 HOMEPLACE: Beginning at a stake, Tom Ives' corner, runs as his line South 4 degrees 30 minutes West 2121 feet to a stake on the South side of the Smithfield Cleveland School Road, Milton Ogburn's corner; thence as his line North 8 1/2 degrees West 1016 feet to a stake, Malcolm Coat's corner; thence as his line and crossing the Smithfield-Cleveland Road North 4 degrees 30 minutes East 1900 feet to a stake; thence North 86 degrees West 795 feet to a stake, Essie Faulkner's corner; thence as her line North 4 deg. 30 min. East 2965 feet to a stake; thence North 8 1/2 deg. 30 min. West 800 feet to a stake; thence North 2 deg. 10 min. East 2180 feet to a stake on Swift Creek; thence down the meanders of Swift Creek as follows: North 39 deg. 45 min. East 102 feet, North 8 deg. 25 min. East 600 feet, North 16 deg. 30 min. East 517 feet, North 13 deg. 20 min. East 224 feet, North 56 deg. East 424 feet, North 89 deg. 45 min. East 306 feet, North 66 deg. East 50 feet, South 50 deg. East 488 feet, South 12 deg. West 210 feet, South 72 deg. 45 min. West 268 feet, South 19 deg. 20 min. West 530 feet, South 3 deg. 45 min. East 300 feet, South 9 deg. 45 min. East 615 feet, South 27 deg. 40 min. East 210 feet, South 51 deg. 45 min. East 243 feet, South 4 1/2 deg. 30 min. East 142 feet, North 53 deg. 30 min. East 304 feet, North 67 deg. 30 min. East 200 feet, North 28 deg. East 258 feet, North 6 deg. East 125 feet, North 18 deg. 30 min. West 634 feet, North 13 deg. 30 min. East 300 feet, North 73 deg. 20 min. East 175 feet, South 22 deg. East 432 feet, South 52 deg. 50 min. East 302 feet, South 25 deg. 30 min. East 272 feet to a maple; thence leaving the creek South 4 deg. 30 min. West 2250 feet to a stake; thence South 88 deg. East 702 feet to a stake; thence North 2 deg. 20 min. East 891 feet to a stake; thence North 87 deg. 15 min. East 454 feet to a stake; thence North 34 deg. 10 min. East 552 feet to a stake; thence North 82 deg. 30 min. East 1046 feet to a stake in Dividing Branch; thence down the run of said branch as follows: South 38 deg. East 47 feet, South 15 deg. 40 min. East 196 feet, South 9 deg. East 207 feet, South 12 deg. 45 min. East 304 feet to where it empties into Swift Creek; thence down Swift Creek South 1 deg. 45 min. West 620 feet to the mouth of a small branch; thence up said branch South 87 deg. 15 min. West 379 feet, South 14 deg. 30 min. West 260 feet, South 73 deg. 30 min. West 208 feet to a stake in said branch; thence leaving said branch runs North 72 deg. 40 min. West 667 feet to a stake in the path; thence South 15 deg. 30 min. West 971 feet to a stake; thence North 82 deg. 05 min. West 1100 feet to a stake in the road; thence as the road South 4 deg. 30 min. West 431 feet to a stake in the path; thence South 87 deg. 30 min. East 1037 feet to a stake; thence South 3 deg. 30 min. West 605 feet to a stake; thence North 36 deg. 30 min. East 628 feet to a stake; thence South 5 1/2 deg. 30 min. East 308 feet to a stake; thence South 31 deg. 15 min. West 239 feet to a stake; thence South 72 deg. 30 min. East 554 feet to a stake; thence South 3 deg. West 1028 feet to a stake; thence North 86 deg. 10 min. West 2161 feet to the beginning, containing 470.25 acres, more or less.

TRACT NO. 2 ELIZABETH CHURCH LANDS: BEGINNING at a stake in the center of the Smithfield-Cleveland School Road in Lee Ogburn's line, runs North 40 deg. 20 min. East 726 feet to a maple on a small branch; thence down the run of said branch as follows: North 14 deg. 30 min. East 531 feet, North 23 deg. 45 min. West 295 feet, North 15 deg. 30 min. East 321 feet, North 29 deg. 30 min. East 248 feet to a stake on the bank of Swift Creek, Lee Ogburn's corner; thence down the run of Swift Creek North 29 deg. 30 min. East 229 feet to a hickory, Harris Roberson's corner; thence as his line South 61 deg. 15 min. East 2312 feet to a stake; thence South 88 deg. East 725 feet to a stake; thence South 42 deg. 15 min. West 2214 feet to a stake on the South side of the Smithfield and Cleveland School Road; thence North 31 deg. West 388 feet to a stake in the center of the said Smithfield and Cleveland School Road; thence as the center of said road North 80 deg. 05 min. West 744 feet to a stake; thence leaving said road South 5 deg. West 2222 feet to a stake; thence South 8 1/2 deg. 50 min. East 765 feet to a stake; thence South 2 deg. 15 min. West 133 feet to a stake; thence North 77 deg. 25 min. West 1887 feet to a stake; in a road; thence as the center of said road North 5 deg. 35 min. West 594 feet, North 8 deg. 15 min. East 1610 feet to the beginning point, containing 164.30 acres, more or less. There is excepted from this instrument one acre of land known as the ELIZABETH CHURCH LAND.

TRACT NO. 3. Beginning at a stake on Swift Creek, E. H. Norris' corner, runs as his line North 2 1/2 deg. 12 min. West 1385 feet to a stake; thence North 14 deg. 15 min. East 2526 feet to a stake; thence with his line and Charlie



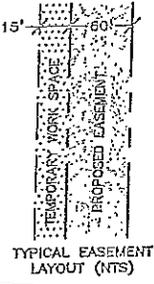
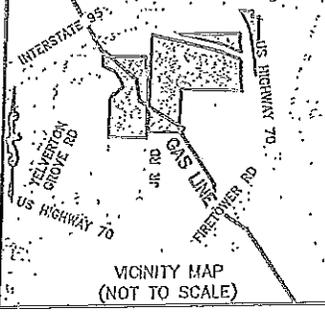




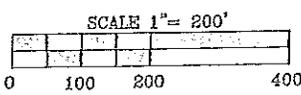
AREA OF:	SQ. FT.	ACRE
PROPOSED EASEMENT	216,179	4.96
TEMPORARY WORK SPACE	65,926	1.51

PROJECT LOCALIZED FROM POINT #122  
 #5 REBAR  
 GRID COORDINATES  
 N: 649083.643  
 E: 2205237.853  
 CP: 0.99988207

- LEGEND**
- IRON PIPE FOUND
  - ⊠ COMPUTED POINT
  - EASEMENT POINT
  - PROPERTY BOUNDARY AS SURVEYED
  - - - PROPERTY BOUNDARY BY DEED
  - · - · - PROPOSED EASEMENT EASEMENT AS DESCRIBED
  - TEMPORARY WORK SPACE
  - · - · - ADJOINER PROPERTY OVERHEAD ELECTRIC



LINE TABLE		
LINE	LENGTH	BEARING
L1	183.16'	S 88°09'28" E
L2	94.74'	S 88°09'28" E
L3	23.68'	S 88°09'28" E
L4	1.14'	N 88°09'28" W



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

SEE SHEET 1 FOR NOTES, CERTIFICATIONS, AND GPS DATA/GEODETIC TIE.

EASEMENT SURVEY PREPARED FOR <b>PIEDMONT NATURAL GAS COMPANY</b>		 <b>MCKIM &amp; CREED</b> ENGINEERS, PLANNERS, SURVEYORS 8020 TOWER POINT DRIVE CHARLOTTE, NORTH CAROLINA 28227 PHONE (704) 841-2588 FAX (704) 841-2567 C-0342
EASEMENT TO BE ACQUIRED FROM OWNER: <b>ROBERTS &amp; WELLONS INC.</b> 104 YELVERTON GROVE ROAD		
161-JO-132	SELMA & SMITHFIELD TOWNSHIP JOHNSTON COUNTY, NORTH CAROLINA	SHEET 2 OF 4 09/30/2010

AREA OF:	SQ. FT.	ACRE
PROPOSED EASEMENT	210,479	4.86
TEMPORARY WORK SPACE	85,928	1.97

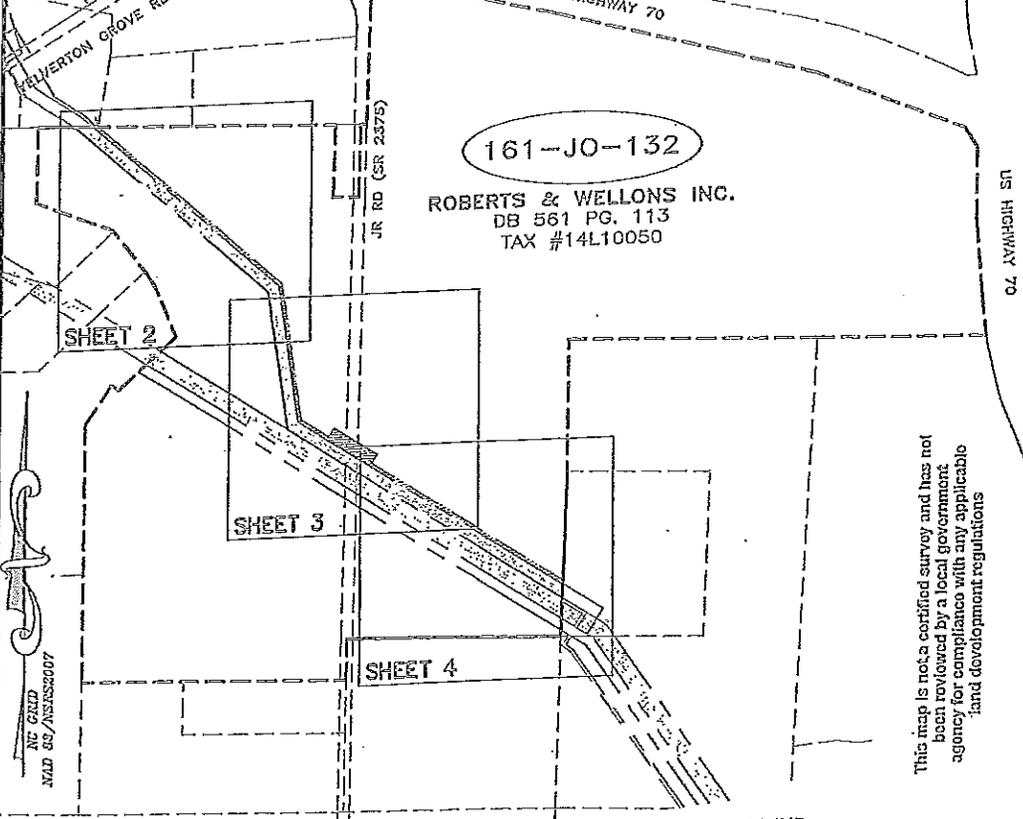
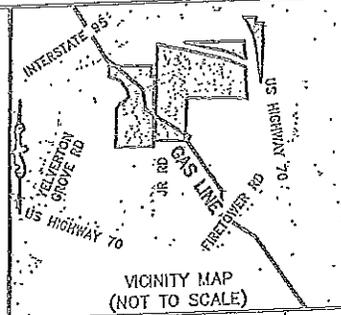
PROJECT LOCALIZED FROM POINT #122  
 #5 REBAR  
 GRID COORDINATES  
 N: 649083.843  
 E: 2205237.883  
 CF: 0.9998207

THE STATE PLANE COORDINATES (SPC) FOR THIS PROJECT WERE PRODUCED WITH STATIC GPS OBSERVATIONS AND PROCESSED WITH ONLINE POSITIONING USER SERVICE (OPUS) ON APRIL 2, 2010.

THE NETWORK POSITIONAL ACCURACY OF THE OPUS DERIVED POSITIONAL INFORMATION IS 0.052 AND SURVEY CLASS MEETS OR EXCEEDS CLASS B.

THE FOLLOWING COAS WERE USED BY OPUS:  
 DK5525 NCSF SMITHFIELD 2007 COAS ARP  
 DK5550 NCGO GOLDSEORO COAS ARP  
 DG4587 NCRD RALEIGH DOT COAS ARP

HORIZONTAL POSITIONS ARE REFERENCED TO NAD83/NRCS (2007)  
 VERTICAL POSITIONS ARE REFERENCED TO NAVD83 USNG (GEOID09)  
 COMBINED FACTOR: 0.9998207; GEOD MODEL: GEOID09; UNITS: US SURVEY FEET



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

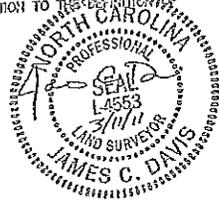
I, JAMES C. DAVIS, PLS L-4553, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 581 PAGE 113); THAT THE BOUNDARY LINES NOT SURVEYED ARE INDICATED WITH DASHED LINES AS DRAWN FROM INFORMATION IN BOOK 581 PAGE 113 OR OTHER REFERENCE SOURCE; THAT THE RATIO OF PRECISION IS 1:10,000; THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600);

THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON, IT IS THE INTENT OF THIS PLAT THAT THE EASEMENT SHALL CROSS THE ENTIRE PARCEL;

THAT THE CONTROL AND TIES TO THIS SURVEY WERE PERFORMED USING GPS METHODS;

THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECONSTRUCTION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;

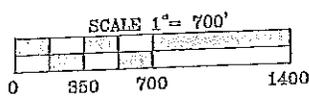
WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 8th DAY OF FEBRUARY, AD 2011.



*James C. Davis* 3/11/11  
 JAMES C. DAVIS  
 PROFESSIONAL LAND SURVEYOR L-4553

**LEGEND**

- PROPERTY BOUNDARY AS SURVEYED
- - - - - PROPERTY BOUNDARY NOT SURVEYED BY DEED
- - - - - PROPOSED EASEMENT AS DESCRIBED
- - - - - TEMPORARY WORK SPACE
- - - - - ADJOINER PROPERTY
- - - - - OVERHEAD ELECTRIC



**NOTES:**

- FOR SOURCE OF TITLE REFER TO DEEDS AND PLATS REFERENCED HEREON.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN US SURVEY FEET UNLESS OTHERWISE NOTED.
- AREA BY COORDINATE COMPUTATION.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS & RIGHTS OF WAY OF RECORD.

EASEMENT SURVEY PREPARED FOR  
**PIEDMONT NATURAL GAS COMPANY**

EASEMENT TO BE ACQUIRED FROM OWNER:  
**ROBERTS & WELLONS INC.**  
 104 YELVERTON GROVE ROAD

161-JO-132      SELMA & SMITHFIELD TOWNSHIP  
 JOHNSTON COUNTY, NORTH CAROLINA

**MCKIM & CREED**  
 ENGINEERS, PLANNERS, SURVEYORS  
 8020 TOWER POINT DRIVE  
 CHARLOTTE, NORTH CAROLINA 28227  
 PHONE (704) 841-2588  
 FAX (704) 841-2567  
 C-0342

SHEET 1 OF 4 09/30/2010

Filed in JOHNSTON COUNTY, NC CRAIG OLIVE, Register of Deeds Filed 4/6/2011  
1:59:17 PM DEED BOOK 3970 PAGE 185 - 190 INSTRUMENT # 2011313279 Real  
Estate Excise Tax: \$124.00 Deputy/Assistant Register of Deeds: ERECORD

GRANT OF EASEMENT  
TRANSMISSION

Return Recorded Document for:  
Sandy Ogint  
Administrator Property Records  
Piedmont Natural Gas Company, Inc.  
4720 Piedmont Row Drive  
Charlotte, NC 28210

EXCISE TAX: \$124.00

LINE NUMBER \_\_\_\_\_  
PARCEL NUMBER 164-JO-132

STATE OF NORTH CAROLINA  
COUNTY OF JOHNSTON

THIS GRANT OF EASEMENT made this 21st day of March, 2011, from  
ROBERTS & WELLS, INC (hereinafter designated as GRANTOR), to PIEDMONT NATURAL GAS COMPANY, INC.,  
(hereinafter designated as GRANTEE).

WITNESSETH

That GRANTOR, for and in consideration of the sum of \$ 62,000.00 and other valuable considerations, the receipt of which is hereby acknowledged, hereby bargains, sells, and conveys unto GRANTEE, its successors and assigns, a right of way and easement rights for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing, removing, and protecting one or more pipelines for the transportation of natural gas under, upon, over, through, and across the land of GRANTOR (or in which GRANTOR has interest) situated in Selma & Smithfield Townships, Johnston County, North Carolina, as described in deed(s) recorded in Book 561, page 113, Johnston County Registry.

The right of way herein granted encompasses 4.86 acres, more or less, a temporary work space easement encompasses 1.51 acres, as shown on the attached survey dated September 30, 2010 by McKim&Creed and entitled "Survey for Piedmont Natural Gas Company, Inc., across lands of Grantor.

GRANTEE shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including without limitation: (1) free and full right of access to and from said right of way over and across the aforesaid land; (2) to keep said right of way cleared of trees, buildings, and other obstructions; and (3) to construct, install, operate, utilize, rebuild, remove, and maintain pipes, valves, markers, cathodic protection equipment, anode beds and other appurtenant devices in conjunction with said gas facilities.

GRANTOR reserves the right to use the land over which said right of way and easement rights are hereby granted for all purposes not inconsistent with said easement rights, the North Carolina Utilities Commission, GRANTEE's current encroachment specifications, or any federal, state, or local law, rule, or regulation, provided that GRANTOR and GRANTEE agree that: (1) notwithstanding anything to the contrary herein, GRANTOR shall give written notification to GRANTEE prior to any activity as defined in items (2)-(7) of this paragraph; (2) the depth of said gas facilities below the surface of the ground shall not be reduced by grading or any other work and any slopes allowed within said right of way shall be no greater than a four to one (4:1) ratio; (3) if streets, roads, equipment crossings, fences or utility lines are constructed across said right of way, they shall cross as nearly as possible at right angles to gas line(s) and in no event shall they be constructed laterally along and over the easement; (4) fences shall have minimum twelve (12) foot wide gate(s); (5) Removable pavers shall be installed along entire length and width of pipeline easement in paved parking areas; (6) improvements shall not adversely affect, in GRANTEE's sole discretion, the access to, safety, construction, reconstruction, operation, or maintenance of GRANTEE's facilities and GRANTEE shall not be liable for damages to said future improvements installed within said right of way; (7) landscaping on the right of way shall be limited to lawn grasses and shrubs which have a maximum mature height of four (4) feet; (8) buildings, storage sheds, mobile homes, wells, septic tanks, and/or related drain fields, irrigation systems (except for sprinkler heads), swimming pools, ponds, lakes, erosion control sediment traps, underground vaults, burial grounds, explosives or flammable materials, fire hydrants, catch basins, electrical transformers or enclosures, utility poles, dumpsters, trash, uprooted stumps, boulders, rubble, building materials, junk or inoperable vehicles, satellite signal receiver systems, or other obstructions are prohibited within said right of way; (9) GRANTOR shall not: (a) interfere with GRANTEE's access or maintenance to its facilities, or (b) endanger the safety of GRANTOR, GRANTEE, or the general public; (10) GRANTEE reserves the right to construct future pipelines within said right of way and GRANTOR shall not interfere with or object to the construction of said future pipelines; and (11) all facilities installed by GRANTEE shall be and remain the property of GRANTEE and may be removed by it at any time and from time to time.

GRANTEE agrees that it shall be responsible for actual damages to improvements that existed prior to this EASEMENT and annual crops of GRANTOR both inside and outside said right of way on the above-referenced land caused by the construction, installation, operation, utilization, inspection, rebuilding, removal, and maintenance of said facilities, and in going to and from said right of way, and shall be responsible for the breakage caused to any bridge and any extraordinary

NC Individual Transmission Easement Revised April 2007  
Prepared for Piedmont Natural Gas by Sandy Ogint, Administrator Property Records

# Copy of Deed

Johnston County, North Carolina

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he or she signed the foregoing document:

Michael Cox and Allen H. Wellons

Date: 5/5/15



GINIFER WILKINS  
Notary Signature

Commission Expires: 3/27/2020

GINIFER WILKINS

- 5. The use or development conforms to general plans for the physical development of the Town's planning jurisdiction as embodied in this chapter, the Town's land use plan, or other development policies as adopted by the Town Council.

002 SELMA FARM CONFORMS TO ALL REQUIREMENTS LISTED IN THE SELMA MUNICIPAL CODE UNDER SECTION 12-3(L)-3 (SELMA FARMS). WE HAVE ABIDED BY: Setbacks, Height requirements, site plan specs. AND all other requirements.

*Note: The Town Council may attach reasonable conditions to the request for approval as will ensure compliance with applicable regulations. A special use permit or modification of a special use permit shall run with the land covered by the permit or modification. No building or other subsequent permit or approval shall be issued for any development on the property except in accordance with the terms of the special use permit.*

8. Signatures and Acknowledgment:

The undersigned hereby certify that the application material is complete and accurate. FURTHERMORE, the undersign hereby authorizes the Town of Selma's Zoning Administrator or designated representatives to enter upon the above referenced property for the purpose of inspecting and determining/verifying compliance with the Town's ordinance provisions.

  
 \_\_\_\_\_  
 Applicant's Signature

5/5/15  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Property Owner's or  
 Authorized Agent's Signature

5/5/15  
 \_\_\_\_\_  
 Date

A

7. Special Use Permit:

The Selma Town Council does not have unlimited discretion in deciding when to grant a special use permit. Article VI, Section 17-122 of the Selma's Municipal Code states: "Prior to approving any special use permit, the Town Council shall conduct a quasi-judicial public hearing where sworn testimony and evidence may be offered by the applicant and any interested party..." Furthermore, "... no special use permit shall be recommended for approval by the Planning Board or approved by the Town Council without sufficient evidence presented to enable the Council to make written findings that each of the following (see 1 - 5 below) are fulfilled..."

Please note: Under each indicate the facts you, the applicant, intend to show and statements that you intend to make to convince the Town Council that it can properly reach the required findings of fact listed below (attach additional sheets if needed):

1. All applicable specific conditions pertaining to the proposed use have been or will be satisfied;  
INCLUDED HERE IS: A COPY OF THE DEED, A SITE PLAN DRAWN TO SPEC, VICINITY MAPS, 10' CONTOUR MAP, WETLAND MAPS, MAP OF EXISTING UTILITY LINES, AN AFFIDAVIT OF PUBLICATION FROM THE NCDL, OUR CPEN CERTIFICATE, AND PROOF OF QUALIFICATION WITH FERC.
2. Access roads or entrance and exit drives are or will be sufficient in size and properly located to ensure automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or other emergency;  
ENTRANCE AND EXIT DRIVES WILL BE SUFFICIENT IN SIZE AND PROPERLY LOCATED TO ENSURE AUTOMOTIVE AND PEDESTRIAN SAFETY AND CONVENIENCE, TRAFFIC FLOW, AND CONTROL AND ACCESS IN CASE OF FIRE OR OTHER EMERGENCY.
3. All necessary public and private facilities and services will be adequate to handle the proposed use;  
SOLAR FARMS ARE LIMITED IN THEIR PUBLIC NEEDS, REQUIRING ONLY POWER LINES, OUR SOLAR FARMS WILL NOT NEED ANY PUBLIC IMPROVEMENTS FROM THE CITY OF SELMA. THE SITE ALSO MEETS ALL OF OUR REQUIRED NEEDS TO BUILD A GREAT SOLAR FARM.
4. The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways will not impair the integrity or character of adjoining properties and the general area and minimize adverse impacts to public health, safety, and general welfare.

SCREENING ALONG THE RD HAS BEEN DESIGNED TO 78% OPACITY. THIS IS ABOVE THE 75% REQUIREMENT AND INTENDED TO PROTECT ANY NEIGHBORS FROM WHAT THEY MIGHT BELIEVE TO BE AN UGLY SITE. THE SOLAR FARM WILL ALSO NOT HAVE ANY ADVERSE IMPACTS TO PUBLIC HEALTH, SAFETY, & GENERAL WELFARE, OUR SOLAR FARM DOES NOT<sup>3</sup> PRODUCE HEAT OR IMPACT THE FAA WITH GLARE.

### 6. Submittal Information:

The items listed below are needed to verify compliance with the Town's ordinance provisions and must accompany the special use permit application:

- A. A copy of the most recent deed to the property for which the permit is requested. A copy can be obtained from the Johnston County Register of Deeds Office located in the Johnston County Courthouse.
- B. A copy of the property survey plat.
- C. A site plan (20 copies) prepared/drawn to scale (min. 1"=50' unless otherwise specified by the Planning & Economic Development Director) by either a N.C. Licensed Professional Surveyor, Engineer or Architect depicting the following:
1. Vicinity map, property boundaries, total area of parcel (sq. ft. and acreage), names of adjoining property owners, north arrow, and scale.
  2. Names of adjoining streets, location of rights-of-way(s) and easements.
  3. Existing and proposed structures (including additions) existing & proposed parking areas, parking spaces (including handicapped parking spaces) drive/sidewalk location(s), existing & proposed exterior site lighting.
  4. If the site is located in a protected watershed, please state the applicable square footage/percentage of all existing/proposed impervious surfaces and acreage of area to be left natural state.
  5. If applicable, location of 100 year flood plain.
  6. If applicable, location of all wetlands, perennial streams and surface drainage areas, retention ponds, existing and proposed topography [min. 10' contour], and buffer areas.
  7. If applicable, existing or proposed dumpster location(s) and screening.
  8. If applicable, location/type of any required landscape buffer either existing or proposed.
  9. Note on site plan all that apply: Height/# stories of existing/proposed buildings/structures, proposed land use (i.e., restaurant, warehouse, etc.), zoning of adjacent tracts.
  10. If applicable, any existing utility lines (water, sewer, electric, gas, etc.)
  11. Location of existing and proposed fire hydrant(s) and standpipes, existing or proposed fire lane.
  12. Location/Type of Traffic Control Devices Adjacent to Site
  13. Supplemental standard requirements (where applicable) – see attached exhibit(s):  
SELMA MUNICIPAL CODE, CHAPTER 17, ARTICLE VI Section 127(c)  
 7
- D. Other: NC DOT DRIVEWAY PERMIT
- E. Fee: \$ 300.

TOWN MANAGER  
Jon Barlow

MAYOR  
Cheryl L. Oliver

# Town of Selma

COUNCILMEMBERS

TOWN CLERK  
Claudia P. Greenfield

Jacqueline J. Lacy

## Special Use Permit Application

Erio W. Sellers

TOWN ATTORNEY  
Alan B. "Chip" Hewett

Tommy Holmes

William E. Overby

1. General Information (Please Type or Print)  
Property Owner: ROBERTS & ALLEN WELLS INC.  
Address: P.O. Box 299 City: Smithfield State: NC Zip: 27577  
Telephone Number: 919.934.0553 Fax Number: 919.934.4613

Applicant/Contact: MICHAEL COX - NARENCO  
Address: 227B Southside Drive City: CHARLOTTE State: NC Zip: 28217  
Telephone Number: 704-615-3838 Fax Number: 704-430-7700

2. Property Information: 88  
Property Address (if known): ~~88~~ VELVERTON GROVE RD. SMITHFIELD, N.C. 27577  
Johnston Co. Tax Map: 14420050 Lot: \_\_\_\_\_ Zoning District: R20 - SELMA  
Site Access Off Road: \_\_\_\_\_ Lot Acreage: 2.41.74  
Status of Lot: Existing: \_\_\_\_\_ Proposed: \_\_\_\_\_

3. Utilities (Existing or Proposed - Check All That Apply):  
Public (a)  Existing, (b) \_\_\_\_\_ Proposed } None needed  
Sewer: (a) \_\_\_\_\_ Existing, (b) \_\_\_\_\_ Proposed }  
Public Water: (a)  Existing, (b) \_\_\_\_\_ Proposed }  
Well: (a) \_\_\_\_\_ Existing, (b) \_\_\_\_\_ Proposed } (Note: Supply copy of applicable permit)  
Septic: (a) \_\_\_\_\_ Existing, (b) \_\_\_\_\_ Proposed }

4. Building Floor Area (sq. \_\_\_\_\_ Max. Bldg./Structure Height: 6'-9" ft.)  
ft.)  
Bldg./Structure \_\_\_\_\_ Yes,  
Sprinkled? \_\_\_\_\_  
Comments or Other Infrastructure \_\_\_\_\_  
Needs: None

5. Describe Nature of Request (Type of Building, Use, Hours of Operation, etc.):  
THIS WILL BE A 5 MW AC SOLAR PHOTOVOLTAIC GROUND MOUNTED SYSTEM. SOURCE OF POWER IS SOLAR POWER. NO BUILDINGS WILL BE CONSTRUCTED ASSOCIATED WITH THIS FACILITY. THE GENERATING FACILITY WILL BE FENCED FOR SAFETY AND SECURITY PURPOSES.

# Applications



**NARENCO**  
National Renewable Energy Corporation

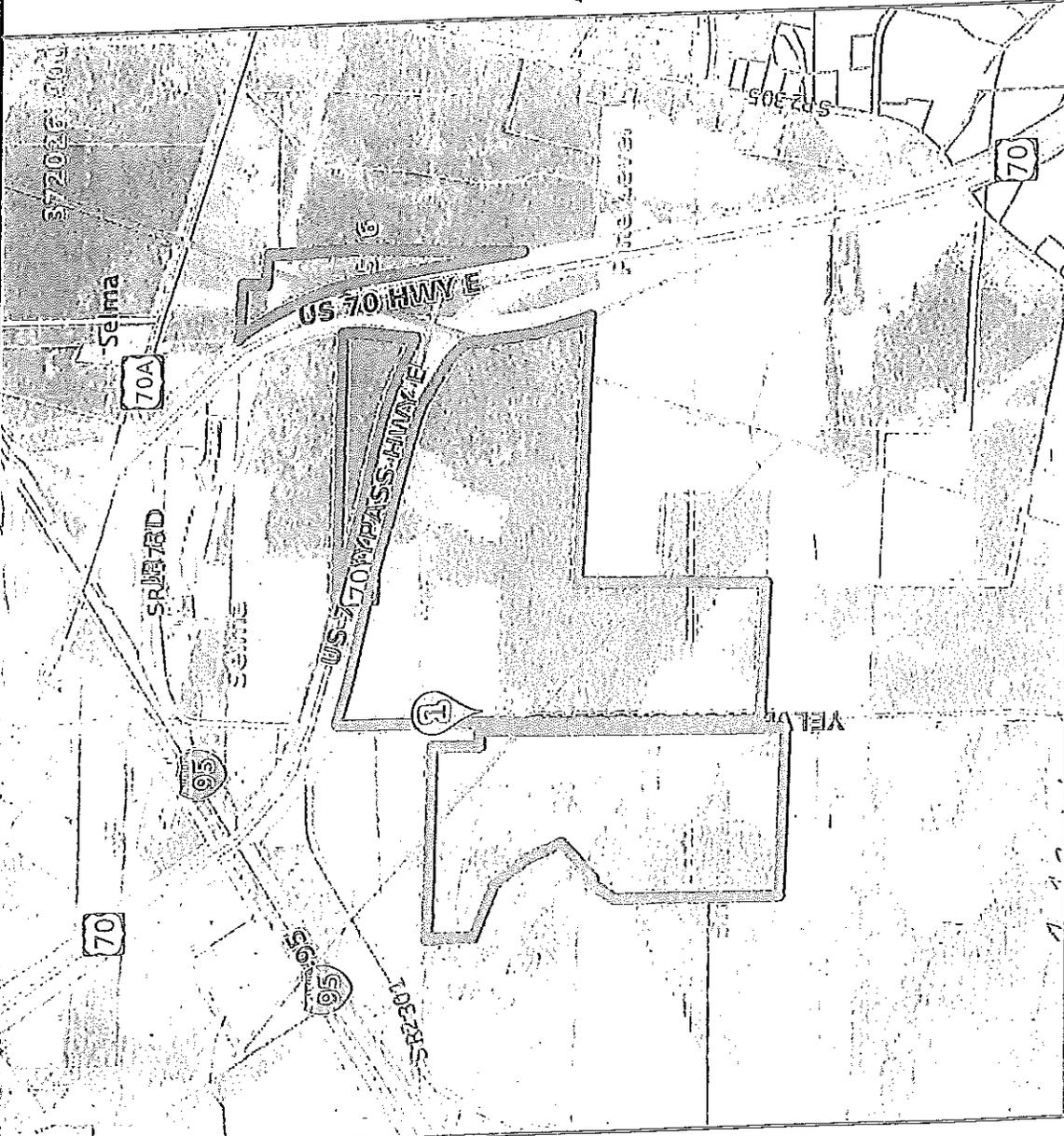
TAB #1

# Contents

1. Applications
2. Copy of Deed
3. Site Plan
4. Vicinity Maps
5. 10' Contour Map
6. Wetland Map
7. Existing Utility Lines
8. Affidavit of Publication
9. NCUC- CPCN
10. FERC- QF
11. FAA Approval
12. Interconnection Estimate
13. Executed Lease

\*\*\* DISCLAIMER \*\*\*

Johnston County assumes no legal responsibility for the information represented here.



Result 1

id: 14L10050  
 Tag: 14L10050  
 Tax Unique Id: 4211830  
 NCPin: 261400-11-7632  
 Mapsheet No: 2614  
 Owner Name 1: ROBERTS & WELLONS  
 Owner Name 2:  
 Mail Address 1: P O BOX 299  
 Mail Address 2:  
 Mail Address 3: SMITHFIELD, NC 27577-0000  
 Site Address 1: 104 YELVERTON GROVE RD  
 Site Address 2: SMITHFIELD, NC 27577-  
 Book: 00561  
 Page: 0113  
 Market Value: 497260  
 Assessed Acreage: 241.74  
 Calc. Acreage: 241.74  
 Sales Price: 0  
 Sale Date: 1988-07-07  
 Township: Selma  
 Flood Panel:  
 Water District: Brogden Water District  
 ETJ: Selma  
 City Limits: N/A  
 Town Zoning: R20  
 County Zoning: N/A  
 OverLay Zoning: N/A  
 EMS District: ST13  
 Fire District: Pi-Le  
 Law District: 2  
 Census Tract: 407  
 Electric District: SMITHFIELD-SELMA MUNICIPAL

Scale: 1:15945 - 1 in. = 1328.79 feet

(The scale is only accurate when printed landscape on a 8 1/2 x 11 size sheet with no page scaling)  
 Voting District: EAST SELMA  
 Special Tax N/A  
 Districts: Johnston County GIS  
 May 5, 2015



*Handwritten notes:*  
 (88 Yelverton Grove Road) (Selma Field)  
 5/5/2015

5. The use or development conforms to general plans for the physical development of the Town's planning jurisdiction as embodied in this chapter, the Town's land use plan, or other development policies as adopted by the Town Council.

*Note: The Town Council may attach reasonable conditions to the request for approval as will ensure compliance with applicable regulations. A special use permit or modification of a special use permit shall run with the land covered by the permit or modification. No building or other subsequent permit or approval shall be issued for any development on the property except in accordance with the terms of the special use permit.*

**Staff Recommendations:** Staff recommendations will be presented at the meeting.

**PLANNING BOARD RECOMMENDATION:**

On May 26, 2015, the Planning Board recommended to adopt the applicant's findings of fact as its own; and recommended approval of the special use permit contingent upon: (a) site plan specifying buffer details; (b) Approval from departments (Fire, Planning, Public Works, Electric, and Planning); (3) a driveway permit being from NC Department of Transportation; and (4) the grass be maintained.

**REQUESTED TOWN COUNCIL ACTION:**

Staff respectfully requests that Town Council conduct a public hearing (quasi-judicial on the special use permit request. That the findings of fact be made (see Planning Board's recommended findings); and that Council conditionally approve the request. (A draft motion is included as Exhibit 2.)

**Transportation System:** The subject lands have frontage on Yelverton Grove Road. Since the road is part of the state highway system, site entrance/exits are subject to approval/permit from NC Department of Transportation (NCDOT). A driveway permit application has been submitted. The entrance/exit location has received preliminary approval.

Photographs of the site, proposed parking, drives and pattern of internal traffic circulation to be presented at the meeting.

**Buffering:** See application.

**Utilities:** No employees will work on site after the installation is complete.

**Environmental:** The site is not located within a protected water supply watershed; and must comply with applicable Selma Municipal Code provisions. Wetlands are indicated on Exhibit #1, Tab 6.

The proposed lot complies with subdivision provisions.

**Future Land Use:** According to the Town's Future Land Development Plan/ Map, the property is located in area designated as Residential. The proposed use is consistent with the Comprehensive Land Use Plan.

### **SPECIAL USE PERMIT & REQUIRED FINDINGS OF FACT:**

The Selma Town Council does not have unlimited discretion in deciding when to grant a special use permit. Chapter 17, Article VI, Section 17-122 of the Selma's Municipal Code states: "Prior to approving any special use permit, the Town Council shall conduct a quasi-judicial public hearing where sworn testimony and evidence may be offered by the applicant and any interested party..." Furthermore, "... no special use permit shall be recommended for approval by the Planning Board or approved by the Town Council without sufficient evidence presented to enable the Council to make written findings that each of the following (see 1 – 5 below) are fulfilled..."

1. All applicable specific conditions pertaining to the proposed use have been or will be satisfied;
2. Access roads or entrance and exit drives are or will be sufficient in size and properly located to ensure automotive and pedestrian safety and convenience, traffic flow, and control and access in case of fire or other emergency;
3. All necessary public and private facilities and services will be adequate to handle the proposed use;
4. The location and arrangement of the use on the site, screening, buffering, landscaping, and pedestrian ways will not impair the integrity or character of adjoining properties and the general area and minimize adverse impacts to public health, safety, and general welfare.

**BACKGROUND INFORMATION:**

The proposed site plan has been reviewed by the Pine Level Fire Department, Public Works Director, Electric Director, Planning Director and the NC Department of Transportation. Comments will be presented at the meeting.

**Surrounding Zoning:** Lands immediately to the north, south, east and west of the proposed lot are zoned R-20. A map will be presented at the meeting.

**R-20 Zoning District:** The R-20 District is intended to encourage the continuance of agricultural activities as well as to insure that residential development of appropriate intensities that are consistent with the suitability of land, accessibility to major activity centers and transportation systems and are compatible with surrounding development, will occur at the appropriate density to provide a healthful environment.

**Dimensional Provisions** (Also See *Special Requirements for Solar Farms, Chapter 17, Article IV, Section 17-127 (7)*).

District	Area	Width	Min. Building/Parking Lot Setbacks Requirements			Height
			Front	Side	Rear	Maximum Building Height
R-20	43,560 Square Feet, See Note 1,3	100' Note 2	25'	10'	25'	40' (See Note 5)

Note 1: Minimum lot size for newly platted lots measured at the front building setback for single dwelling is 20,000 sq. ft. per subdivision provisions, and minimum of 1 acre for mobile homes and all other uses.

Note 2: Minimum Width of lot for newly platted lots measured at the front building setback.

Note 3: Comply with watershed provisions, min. lot size 1 acre for manufactured homes

Note 4: Add 5' feet if corner lot

Note 5: 25' in height as measured from the grade at the base of the structure to the apex of the structure.

**Existing Land Use:** Photographs/maps of the existing land use will be presented at the meeting.

**SPECIAL USE PERMIT REQUEST**

**SUP #5.1.15 - SOLAR FARM  
TOWN COUNCIL MEETING - 7.14.15**

**PROPERTY  
OWNER:**

**ROBERTS & WELLONS, INC.**

**APPLICANT:**

**NARENCO/MICHAEL COX AND PROPERTY  
OWNER ROBERTS & WELLONS**

---

**APPLICATION:**

Narenco/Michael Cox and property owner Roberts and Wellons, Inc. request a special use permit to place a 5 MW AC fenced solar farm on a proposed 39 acre lot on the east side of Yelverton Grove Road, Smithfield. No associated buildings will be constructed.

The property is located in the Town's extra-territorial jurisdiction and is zoned R-20.

The application and supplemental material (Exhibit #1) is forwarded for the Town Council's consideration since a solar farm requires a special use permit in an R-20 zoning district.

**PUBLIC HEARING PROVISIONS:**

Chapter 17, Article VI, Section 17-122 of Selma's Municipal Code states: "Prior to approving any special use permit, the Town Council shall conduct a quasi-judicial public hearing where sworn testimony and evidence may be offered by the applicant and any interested party ..."

On a related note, in accordance with ordinance provisions: (a) legal notices were sent to the applicant, owner, and adjoining property owners; (b) public hearing notices were published in the newspaper; and (c) the property was posted.

Harrison's line North 3 deg. 50 min. East 3198 feet to a stake, corner with Julius Lee; thence his line South 86 deg. 27 min. East 1543 feet to a stake; thence South 3 deg. 30 min. West 5005.7 feet to a stake on the bank of Swift Creek, Julius Lee's corner; thence up the meanders of Swift Creek as follows: South 51 deg. West 528 feet, South 20 deg. West 554 feet, South 30 deg. 15 min. East 383 feet, South 29 deg. West 140 feet, South 69 deg. 15 min. West 325 feet, North 71 deg. 45 min. West 462 feet, South 25 deg. 05 min. West 594 feet to the beginning, containing 236.86 acres, more or less.

TRACT NO. 4. Beginning at a stake in the center of the Clayton-Archer Lodge Road, R. W. Winston's corner, runs as his line North 38 deg. West 613.8 feet to a stake, his corner; thence as his line North 56 deg. 30 min. East 1072.5 feet to a stake; thence South 86 deg. East 454 feet to a stake on a small branch; thence up said branch North 52 deg. 15 min. East 162 feet, North 34 deg. 25 min. East 210 feet, North 65 deg. 10 min. East 120 feet, North 52 deg. East 169 feet to a stake in said branch; thence leaving said branch runs South 51 deg. East 406 feet to a stake; thence South 7 deg. 30 min. East 134.6 feet to a stake, Carl Dixon's corner; thence as his line South 77 deg. West 462 feet to a stake, his corner; thence as his line South 7 deg. 30 min. East 462 feet to a stake in the center of the Clayton-Archer Lodge Road; thence with the center of the said road South 77 deg. West 1122 feet, South 48 deg. West 409 feet to the beginning, containing 29.6 acres, more or less, excepting, however,  $\frac{7}{8}$  of an acre heretofore deeded off for school purposes, and which by actual survey is eight-tenths (.8) of an acre, leaving in said tract 28.8 acres, more or less.

TRACT NO. 5. Beginning at a stake on Cattail Road leading to Wendell, Ivy Harris' corner and runs as his line South 86 deg. 30 min. East 708 feet to a stake; thence South 85 deg. 30 min. East 400 feet to a stake, W. H. Atkinson's Estate's line; thence as his line South 24 deg. West 930 feet to a stake; thence North 70 deg. 30 min. West 321.75 feet to a stake; thence South 19 deg. 30 min. West 287.1 feet to a stake; thence North 70 deg. West 97.35 feet to a stake; thence South 25 deg. West 724.35 feet to a stake; thence South 40 deg. West 354.75 feet to a stake; thence North 87 deg. 30 min. West 209.55 feet to a stake, thence South 15 deg. West 204.6 feet to a stake in W. H. Atkinson Estate's line; thence as his line North 86 deg. West 386.1 feet to a stake on above mentioned road, thence as the road North 15 deg. East 275.55 feet, corner of the Church lot; thence leaving the road runs with the Church lot lines South 68 deg. East 267.3 feet, North 15 deg. East 189.75 feet, North 68 deg. West 181.5 feet to a stake in the center of the above mentioned road; thence with the center of said road North 28 deg. East 420.75 feet, North 21 deg. 45 min. East 902 feet, North 21 deg. East 578 feet to the beginning, containing 37.6 acres, more or less.

TRACT NO. 6. Beginning at a stake in the center of the Wendell Road where Cattail Creek crosses said road, Ivy Harris' corner, runs as the center of said road North 40 deg. 10 min. East 264 feet to a stake, Sam Wood's corner; thence as Sam Wood's and Wiley Atkinson's lines and along the center of a farm path, runs North 85 deg. East 310 feet, North 64 deg. East 335 feet, North 83 deg. East 75 feet, South 80 deg. 15 min. East 1013 feet to a stake, Henry Godwin's corner; thence leaving said path runs as his line South 25 deg. East 2062 feet to a stake on the bank of Little River; thence up the meanders of Little River as follows: South 41 deg. 20 min. West 97 feet, South 42 deg. 30 min. West 125 feet, North 71 deg. 20 min. West 74 feet, North 0 deg. 35 min. East 185 feet, South 87 deg. 50 min. West 128 feet, South 29 deg. 30 min. West 65 feet to the mouth of Cattail Creek; thence up the meanders of Cattail Creek as follows: North 52 deg. 40 min. West 198 feet, North 45 deg. 20 min. West 205 feet, North 27 deg. 50 min. West 158 feet, North 33 deg. 10 min. West 135 feet, North 53 deg. 55 min. West 126 feet, North 61 deg. 55 min. West 225 feet, North 35 deg. 25 min. West 328 feet, North 70 deg. 50 min. West 205 feet, South 75 deg. 45 min. West 78 feet, North 76 deg. 45 min. West 70 feet, North 86 deg. 50 min. West 284 feet, North 58 deg. 45 min. West 152 feet, North 79 deg. 45 min. West 144 feet, North 56 deg. 35 min. West 303 feet, North 34 deg. West 480 feet to the beginning, containing 54.2 acres, more or less.

TRACT NO. 7. Beginning at a stake in the Wendell Road, Wiley Atkinson's corner, runs as the center of said road North 18 deg. 15 min. West 600 feet to a stake thence leaving said road runs North 75 deg. East 700 feet to a stake on the bank of Little River; thence down the meanders of said Little River as follows: South 72 deg. 05 min. East 184 feet, South 64 deg. 15 min. East 132 feet, North 86 deg. 30 min. East 376 feet, North 62 deg. 55 min. East 191 feet, North 46 deg. 45 min. East 250 feet, North 63 deg. East 726 feet, North 73 deg. 35 min. East 614 feet, North 86 deg. 25 min. East 462 feet, South 72 deg. 05 min. East 172 feet, South 52 deg. East 334 feet, South 42 deg. 15 min. East 185 feet, South 9 deg. 30 min. East 303 feet, South 5 deg. 45 min. East 91 feet to a stake on the bank of Little River, Wiley Atkinson's corner; thence as said Atkinson's line South, 80 deg. West 3844 feet to the beginning, containing 54.6 acres, more or less.

TRACT NO. 8. Beginning at a stake on Cattail Swamp, J. R. Raines' corner, runs as his line South 86 deg. East 3036 feet to a stake, G. W. Hocutt's corner, thence South 3 deg. West 1663.5 feet to a stake; thence North 87 deg. West 607.2 feet to a stake; thence South 3 deg. West 1617 feet to a stake on Cattail Swamp, John B. Eatman's corner; thence up Cattail Swamp as follows: North 71 deg. 25 min. West 268 feet, South 88 deg. 45 min. West 152 feet, North 79 deg. 30 min. West 300 feet, North 89 deg. 50 min. West 180 feet, North 52 deg. 30 min. West 221 feet, North 77 deg. 25 min. West 155 feet to a stake in said swamp, Richard Wiset's corner; thence his line North 6 deg. 30 min. East 2100 feet to a stake; thence North 86 deg. West 1577 feet to a stake on Cattail Swamp; thence up Cattail Swamp as follows: North 9 deg. 30 min. East 220 feet, North 20 deg. 35 min. East 269 feet, North 3 deg. 9 deg. 30 min. East 220 feet, North 20 deg. 35 min. East 269 feet, North 3 deg. West 162 feet, North 24 deg. 15 min. East 200 feet, North 37 deg. East 198 feet to the beginning, containing 134.5 acres, more or less.

TRACT NO. 9. Beginning at a stake on the North side of the public road in Harvey Price's line, runs with Ewell Whitley's line South 87 deg. East 1122 feet to a stake in Jessie Wilder's line, thence with his line and Joseph Wheeler line and crossing the road, runs South 3 deg. West 3300 feet to a stake, William Wheeler's corner; thence with his line North 87 deg. West 1122 feet to a stake, Harvey Price's corner; thence with his line North 3 deg. East 3300 feet to the beginning, containing 85 acres; excepting, however, 2 acres in a cemetery which leaves 83 acres, more or less.

TRACT NO. 10: Beginning at a stake in James Earp's line and runs thence with his line and Mrs. W.A. Owen's line South 2 deg. 30 min West 676.5 feet; thence West 107.5 feet; thence South 2 deg. 30 min West 438.9 feet; thence East 107.5 feet; thence South 2 deg. 30 min West 445.5 feet; thence North 87 deg. West 198 feet; thence South 4 deg. West 726 feet to a stake, E R Brannan's line; thence with his line West 2871 feet to a stake on Buffalo Creek; thence up said creek as follows: North 7 deg. East 260 feet, North 31 deg. West 130 feet; North 74 deg. 30 min West 78 feet, North 55 deg. West 112 feet, North 52 deg. 15 min East 94 feet, North 36 deg. 05 min West 108 feet, North 47 deg. 30 min East 70 feet, North 88 deg. West 69 feet, North 17 deg. 45 min West 148 feet, North 89 deg. West 64 feet, North 58 deg. West 68 feet, South 76 deg. West 106 feet, North 50 deg. 35 min West 128 feet, North 3 deg. 15 min East 121 feet, North 46 deg. 05 min East 226 feet, South 84 deg. 30 min East 72 feet, North 13 deg. 15 min East 113 feet, North 2 deg. 45 min West 130 feet, North 17 deg. 20 min West 102 feet; thence leaving said Buffalo Creek runs East 396 feet to a stake in Spring Branch; thence up the meanders of Spring Branch as follows: North 51 deg. 35 min East 130 feet, North 65 deg. 40 min East 219 feet, North 54 deg. East 268 feet, North 75 deg. 45 min East 344 feet, North 65 deg. 30 min East 519 feet, North 86 deg. 05 min East 70 feet, North 52 deg. 30 min East 135 feet, North 75 deg. 45 min East 412 feet to a stake in said branch, Mrs Vernett Sharp's corner thence leaving the branch runs as her line South 2 deg. 30 min West 1452 feet; thence South 80 deg. East 574.2 feet; thence North 2 deg. 30 min East 1518 feet to a stake; thence North 82 deg. East 191.4 feet; thence South 81 deg. East 382.8 feet to the beginning, containing 128.6 acres, more or less.

TRACT NO. 11. Beginning at a stake on Buffalo Creek, Tom Jordan's corner, runs as his line South 33 deg. 29 min West 2310 feet to a stake; thence with his line and crossing the Smithfield-Louisburg Road, runs South 55 deg. 24 min West 2805 feet to a stake in a small branch; thence up the meanders of the branch South 74 deg. 06 min East 250 feet to a stake on said branch; thence leaving the branch runs South 20 deg. 36 min East 841.5 feet to a stake; thence South 69 deg. 24 min West 420 feet to a stake, J Ira Lee's corner; thence with his line North 41 deg. 06 min West 1491 feet to a stake; thence South 53 deg. 24 min West 792 feet to a stake; thence North 41 deg. 06 min West 613.8 feet to a stake, Dempsey Watson's corner; thence with his line North 53 deg. 24 min East 3704 feet to a stake in the Smithfield-Louisburg Road; thence with the road North 35 deg. 30 min West 408 feet to a stake, Dempsey Watson's corner; thence with his line North 57 deg. 24 min East 2851 feet to a stake on Buffalo Creek; thence down the meanders of said creek South 25 deg. East 170 feet, South 36 deg. 10 min East 81 feet, South 0 deg. 15 min West 150 feet; South 24 deg. 15 min East 224 feet, South 40 deg. East 168 feet to the beginning, containing 207.6 acres, more or less.

TRACT NO. 12. Beginning at a stake on the Louisburg Road, Berry Lancaster's corner and runs with said road South 16 deg. 30 min East 307 feet, South 15 deg. 15 min East 200 feet, South 11 deg. East 533 feet to a stake in the road; Bill Sullivan's corner; thence with Bill Sullivan's line and down a ditch South 64 deg. 30 min West 480 feet thence South 59 deg. West 1220 feet to a stake, George Pool's corner; thence with his line North 6 deg. 15 min West 2050 feet to a stake, Berry Lancaster's corner; thence with his line South 82 deg. 15 min East 1462 feet to the Louisburg Road, point of beginning, containing 52 acres, more or less.

TRACT NO. 13. Beginning in the center of the Smithfield Louisburg Road at a stake, known locally as the Salem-Wendell Road, Paul Hayes' corner, runs as the center of said road South 0 deg. 40 min East 779.5 feet, South 0 deg. 10 min West 383.5 feet South 0 deg. 30 min West 733.5 feet, South 0 deg. 04 min East 1012 feet, South 0 deg. 49 min East 235 feet, South 5 deg. 46 min East 147.7 feet, South 9 deg. 55 min East 100 feet, South 18 deg. 34 min East 100 feet, South 25 deg. 06 min East 100 feet south 28 deg. 43 min East 1049.5 feet to a stake in said road where the Great Branch crosses said road, D M Bunn's corner; thence down the run of Great Branch as follows: South 30 deg. 35 min West 221 feet, South 8 deg. 25 min West 124 feet, South 21 deg. 30 min West 233 feet, South 22 deg. 45 min East 131 feet, South 60 deg. 10 min West 87 feet, North 87 deg. West 189 feet, South 7 deg. 45 min West 134 feet, South 39 deg. 40 min West 60 feet, South 10 deg. 45 min East 154 feet, South 56 deg. West 206 feet, South 66 deg. 10 min West 144 feet, North 67 deg. 35 min West 192 feet, South 51 deg. West 137 feet, North 78 deg. West 155 feet, South 14 deg. 30 min West 334 feet, South 47 deg. 40 min West 140 feet, South 17 deg. 40 min East 198 feet South 9 deg. 40 min East 116 feet, North 81 deg. 45 min West 103 feet, South 14 deg. 45 min East 164 feet, South 26 deg. 40 min West 262 feet, South 74 deg. 30 min West 117 feet, North 62 deg. West 184 feet, South 45 deg. West 128 feet, South 3 deg. 55 min East 184 feet, South 80 deg. 20 min West 227 feet, South 25 deg. 20 min West 117 feet, South 34 deg. 30 min West 388 feet, South 43 deg. 25 min West 128 feet to a stake in Neuse River; thence up Neuse River as follows: North 21 deg. West 324 feet North 28 deg. 10 min West 224 feet, North 19 deg. 50 min West 253 feet, North 23 deg. 50 min West 180 feet, North 23 deg. 20 min West 242 feet, North 34 deg. 30 min West 246 feet, North 26 deg. 45 min West 140 feet, North 36 deg. 25 min West 276 feet, North 30 deg. 25 min West 318 feet, North 32 deg. 30 min West 293 feet, North 37 deg. 25 min West 446 feet, North 45 deg 20 min West 144 feet; North 40 deg. 25 min West 315 feet, North 34 deg. 10 min West 195 feet, North 47 deg. 20 min West 221 feet, North 40 deg. 10 min West 145 feet, North 44 deg. 45 min West 124 feet, North 51 deg. 20 min West 296 feet, North 27 deg. 50 min West 316 feet, North 5 deg. 15 min West 192 feet, North 10 deg. 40 min West 376 feet; North 4 deg. 50 min West 421 feet, North 25 deg. West 95 feet, North 20 deg. 05 min East 75 feet, North 0 deg. 30 min East 265 feet, North 7 deg. 30 min East 165 feet, North 22 deg. East 140 feet; North 10 deg. 30 min East 370 feet, North 9 deg. 10 min West 370 feet, North 13 deg. West 709 feet, North 28 deg. 45 min West 130 feet, North 0 deg. 30 min West 351 feet, North 3 deg. 40 min West 204 feet, North 14 degrees 50 min East 97 feet, North 1 deg. 40 min East 244 feet to its confluence with Rocky Branch, R P Holding's corner; thence up Rocky Branch as follows: North 62 deg. 30 min East 185 feet, North 35 deg. 20 min East 186 feet, South 47 deg. East 170 feet, South 72 deg. 20 min East 141 feet, South 57 deg. 20 min East 102 feet, North 55 deg. East 175 feet.

North 65 deg. 30 min East 78 feet, North 49 deg. 30 min East 225 feet, North 62 deg. 45 min East 130 feet, North 67 deg. 20 min East 227 feet, North 30 deg. 25 min East 112 feet, North 54 deg 40 min East 84 feet, South 77 deg. 40 min East 113 feet, North 64 deg. 25 min East 234 feet, North 81 deg. 50 min East 120 feet, North 69 deg. 50 min East 211 feet, North 55 deg. 30 min East 267 feet, North 22 deg. 50 min East 95 feet, North 80 deg. 10 min East 250 feet, North 4 deg. 15 min East 162 feet, North 53 deg. 10 min East 196 feet, North 48 deg. East 310 feet; thence leaving said branch and runs with E J Wellons' line South 5 deg. 30 min East 2226 feet to a stake, corner of E J Wellons and Paul Hayes, thence along Hayes' line North 76 deg. East 1303 feet to a stake; thence North 65 deg. East 209.1 feet to the beginning, containing 695.1 acres, more or less.

TRACT NO. 14. Beginning at a stake in the Selma-Louisburg Road, Perry Barnes' corner, runs thence with said Barnes' line North 51 deg. East 1105.5 feet to a stake; thence North 15 deg. 30 min West 412.5 feet to a stake; thence North 51 deg. East 618.75 feet to a stake, corner of Tom Barnes' Estate; thence with the line of Tom Barnes' Estate North 22 deg. 30 min East 1716 feet to the run of Wolf Trap Branch; thence down the meanders of said branch as follows: South 62 deg. 20 min West 208 feet, South 76 deg. West 141 feet, South 68 deg. 45 min West 240 feet, South 53 deg. 40 min West 268 feet, South 29 deg. West 130 feet, South 47 deg. 45 min West 135 feet, South 31 deg. 55 min West 191 feet, South 33 deg. 30 min West 90 feet, South 45 deg. West 267 feet; South 67 deg. West 131 feet to the center of the Selma-Louisburg Road; thence with the center of the said road North 18 deg. 10 min West 449 feet, North 29 deg. 25 min West 563 feet, North 20 deg. 20 min West 262 feet to the beginning point, containing 52.7 acres, more or less.

TRACT NO. 15. Beginning at a stake in the center of the Smithfield-Halifax Road, Cubbie Hughes' corner; runs as his line North 73 deg. West 73 feet, South 87 deg. 10 min West 2300 feet to a stake, Andrew Worles' corner; thence as his line North 53 deg. West 894 feet, North 45 deg. 15 min West 375 feet to a stake, Waylon Atkinson's corner; thence as his line North 80 deg. 15 min East 2041 feet to a stake, Luby Warrick's corner; thence as his line South 11 deg. 45 min East 512 feet, North 86 deg. 45 min East 1630 feet to a stake in the center of the said Smithfield-Halifax Road; thence as the center of said road South 30 deg. West 758 feet to the beginning point, containing 50 acres, more or less.

TRACT NO. 17. Beginning at a stake, J H Adams' corner in Charlie Wood's line, runs with said Wood's line and crossing the Smithfield-Bentonville Highway North 77 deg. 45 min East 2706 feet; thence South 88 deg. 10 min East 1056 feet; thence North 66 deg. 40 min East 858 feet; thence South 0 deg. 45 min West 132 feet to a stake, J H Adams' corner; thence South 64 deg. 40 min West 1270 feet; thence South 77 deg. 30 min West 3386 feet; thence crossing the Smithfield-Bentonville Highway runs South 1 deg. 45 min West 530 feet; thence North 88 deg. 15 min West 1706 feet; thence North 1 deg. 50 min East 631 feet to the beginning, containing 79.1 acres, more or less.

TRACT NO. 19. Beginning at a stake in Pole Cat Swamp, D Hooper Sanders' corner, runs with his line North 13 deg. East 594 feet to a stake, North 61 deg. East 132 feet to a stake, North 13 deg. East 858 feet to a stake; thence north 78 deg. East 396 feet to a stake in Great Branch; thence up Great Branch North 26 deg. 30 min East 91 feet North 6 deg. 45 min East 152 feet, North 6 deg. 45 min West 270 feet, North 25 deg. 10 min East 118 feet, North 42 deg. 50 min East 185 feet, North 67 deg. East 237 feet to a stake in said Branch, Robert Daughtery's corner; thence leaving said branch runs with his line North 59 deg. West 561 feet to a stake, John Watson's corner; thence with his line North 40 deg. East 594 feet to a stake; thence North 27 deg. East 1155 feet to a stake, C A Lassiter's line; thence with his line South 29 deg. 30 min East 940.5 feet; thence South 19 deg. East 189.75 feet; thence South 52 deg. 30 min West 442 feet; thence South 18 deg. 30 min East 1023 feet; thence South 1 deg. West 1056 feet; thence North 57 deg. East 1089 feet; thence South 18 deg. 30 min East 528 feet to a stake, P B Stevens' corner; thence with his line South 26 deg. West 2153.25 feet to a stake in Pole Cat Swamp; thence up the meanders of said branch North 53 deg. 45 min West 368 feet, South 82 deg. 45 min West 190 feet, South 55 deg. West 166 feet, South 68 deg. 30 min West 180 feet, North 89 deg. 10 min West 200 feet, North 55 deg. 35 min West 244 feet, North 82 deg. West 138 feet, North 39 deg. 30 min West 90 feet, North 3 deg. 35 min East 178 feet, North 8 deg. West 105 feet, North 43 deg. 35 min West 162 feet, South 79 deg. West 98 feet, North 29 deg. West 40 feet, North 79 deg. 10 min West 195 feet, North 41 deg. 10 min West 70 feet North 87 deg. 40 min West 158 feet, North 46 deg. 05 min West 128 feet, North 66 deg. 20 min West 103 feet, North 41 deg. 20 min West 140 feet to the beginning, containing 185 acres, more or less.

TRACT NO. 20. Beginning at a stake C I Whitley's corner, runs as his line North 62 deg. 15 min East 3055 feet to a stake; thence South 86 deg. 15 min East 274 feet to a stake; thence South 3 deg. 45 min West 452 feet to a stake in a branch; thence up the meanders of the branch South 31 deg. West 56 feet, South 39 deg. West 360 feet, South 57 deg. 30 min West 90 feet, South 30 deg. West 100 feet, South 2 deg. East 108 feet South 27 deg. West 300 feet, South 53 deg. 30 min West 125 feet, North 87 deg. West 154 feet, South 80 deg. 30 min West 406 feet, South 82 deg. West 300 feet, South 65 deg. West 175 feet, South 58 deg. West 125 feet to a black gum in said branch; thence leaving the branch runs South 62 deg. 45 min West 429 feet to a stake; thence South 86 deg. 45 min West 191.4 feet to a stake; thence North 61 degrees 15 min West 561 feet to a stake; thence North 49 deg. 45 min West 234.3 feet to the beginning, containing 54.4 acres, more or less.

TRACT NO. 21. Beginning at a stake in the old Goldsboro Road where it crosses Pole Cat Branch, Nancy Hamilton's line; thence with the highway and her line North 66 deg. 30 min West 396 feet to a stake, J R Hughes' corner; thence with his line North 3 deg. 30 min East 825 feet to a stake in the old Midland Railroad Bed, J R Hughes' corner; thence with his line South 77 deg. East 1419 feet to a stake, J M Creech's

corner; thence with his line and crossing the old Goldsboro Road South 3 deg. 30 min West 1526.25 feet to a stake, Herbert Hill's corner; thence with his line North 88 deg. 30 min West 1567.5 feet to a stake in Pole Cat Branch, Nancy Hamilton's line; thence up the meanders of said branch as follows: North 42 deg. 30 min East 135 feet, North 11 deg. 25 min East 178 feet, North 34 deg. 30 min East 157 feet, North 44 deg. 50 min East 208 feet, North 50 deg. East 129 feet, North 39 deg. 45 min East 140 feet, North 33 deg. 05 min East 93 feet to the old Goldsboro Road, point of beginning, containing 54.8 acres, more or less.

TRACT NO. 22. Beginning at a stake in the Selma-Goldsboro Road, Mrs. C O Hathaway's corner and runs as said road North 5 deg. 15 min East 425 feet to a stake, North 18 deg. 45 min East 250 feet to a stake in said road, W P Aycock's corner; thence as said Aycock's line South 84 deg. 30 min East 3022 feet to a stake; thence North 6 deg. East 715 feet to a stake; thence South 84 deg. East 660 feet to a stake, D B Oliver's corner; thence as said Oliver's line South 6 deg. West 2673 feet to a stake, W P Aycock corner; thence as said Aycock's line North 83 deg. 40 min West 2580 feet to a stake; thence South 6 deg. 15 min West 1484 feet to a stake, Jo Stafford's corner; thence as said Stafford's line North 85 deg. 30 min West 1085 feet to the road; thence as said road South 5 deg. 15 min West 184 feet to a stake Mrs. Hathaway's corner; thence as her line North 84 deg. 45 min West 1333 feet to a stake, W J Massey's corner; thence as said Massey's line North 5 deg. 15 min East 1850 feet to a stake; thence North 41 deg. 45 min East 233 feet; thence South 43 deg. 45 min East 49 feet to a stake; thence North 66 deg. 15 min East 366 feet to a stake; thence North 17 deg. 45 min West 300 feet to a stake; thence North 29 deg. 45 min West 366 feet to a stake; thence North 60 deg. 15 min West 396 feet to a stake; thence North 7 deg. 45 min East 336 feet to a stake, Mrs. Hathaway's corner; thence as her line South 72 deg. 45 min East 1410 feet to a stake, Roma Daughtry's corner; thence as his line South 5 deg. 15 min West 360 feet to a stake; thence as said Roma Daughtry's line South 84 deg. 45 min East 120 feet to a stake in the road; thence as the road 360 feet to the beginning, containing 297.3 acres, more or less, according to a survey and plat made by William Ragsdale, Jr.

TRACT NO. 23. Beginning at a stake, Elex Stancil's corner and runs with said line North 87 deg. West 1183 feet to the center of the Selma Road, Jerry Stancil's corner, thence with said road and Stancil's line North 24 deg. East 585 feet to a stake; thence North 52 deg. East 371 feet to a stake in the church path; thence South 87 deg. East 66 feet to a stake, Roger Smith's corner; thence with his line North 5 deg. East 1023 feet to a stake, Jerry Stancil's corner; thence with his line South 87 deg. East 379.5 feet to a stake, Jessie Atkinson's corner; thence with Atkinson's line South 5 deg. West 1196 feet to a stake; thence South 87 deg. East 272 feet to a stake, Roger Smith's corner; thence with his line South 5 deg. West 627 feet to a stake, Elex Stancil's corner, point of beginning, and containing 26.26 acres, more or less.

TRACT NO. 24. All that certain tract or parcel of land situated in Johnston County, State of North Carolina, and described as follows: On the waters of Beaver Dam Branch and on both sides of the public road from Selma to Archer Lodge, beginning at a stake on the lands of Stephenson T. Thorne, corner with the lands of Dan Watson on the South and lands of Kaywood Scott on the West; thence running North 5 deg. 30 min East 2013 feet to a stake just South of the public road; thence along the line E Grant's land North 26 deg. East 1375 feet to a stake; thence turning and running South 73 deg. 15 min East 848 feet to a stake; thence turning and running South 17 deg. 45 min West 343 feet to a point where this line crosses the waters of Beaver Dam Creek; thence South 15 deg. 10 min West 274 feet to a point; thence South 33 deg. 30 min West 179 feet; thence South 16 deg. 15 min West 249 feet; thence South 1 deg. 15 min West 233 feet to an old bridge; thence South 50 deg. East 237 feet to a stake at W J Thorne's corner; thence turning and crossing the public road, running South 5 deg. West 675 feet to a stake at corner of Ransom Richardson's line; thence turning and running North 88 deg. 50 min West 658 feet to a stake; thence turning and running South 5 deg. 30 min West 1028 feet to a stake at Dan Watson's corner; thence turning and running along the line of Dan Watson's land North 87 deg. 30 min West 646 feet to the point of corner, stake cement, containing 69.70 acres, more or less.

TRACT NO. 25. Beginning at a stake in the Goldsboro Road, runs with the center of said road North 64 deg. 40 min West 802 feet, North 83 deg. West 1175 feet, North 74 deg. West 1612 feet, North 68 deg. West 1650 feet, North 78 deg. 50 min West 750 feet; thence leaving the Goldsboro Road, runs with a farm path North 60 deg. 35 min West 732 feet to a stake, Ed Barbour's corner; thence with Barbour's line South 86 deg. East 870 feet to a stake, Barbour's corner; thence with Ed Barbour and Charlie O'Neal's line North 5 deg. East 3102 feet to a stake; Tap Creech's corner; thence with Tap Creech and Floyd Price's line South 86 deg. East 3531 feet to a stake in Buffalo Swamp; thence with the meanders of Buffalo Swamp as follows: South 45 deg. 45 min East 277 feet; North 2 deg. 10 min East 68 feet, South 75 deg. 20 min East 290 feet, South 14 deg. East 40 feet, South 76 deg. 55 min East 140 feet, South 51 deg. East 145 feet, South 27 deg. East 75 feet, South 11 deg. East 240 feet, South 24 deg. 15 min West 95 feet, South 65 deg. West 135 feet, South 8 deg. 25 min West 70 feet, South 55 deg. East 85 feet, South 13 deg. 15 min East 130 feet, South 57 deg. 30 min East 70 feet, North 79 deg. 45 min East 300 feet, South 5 deg. 40 min East 150 feet, South 64 deg. 30 min East 218 feet, North 88 deg. 45 min East 221 feet, South 63 deg. East 162 feet, North 67 deg. 30 min East 218 feet, South 87 deg. East 95 feet to a stake; thence South 4 deg. West 3597 feet to the beginning, containing 486.3 acres, more or less.

TRACT NO. 26. Beginning at a stake in Simon Morgan's line, runs with said line South 44 deg. East 610.5 feet to a stake, Sam Chappel's corner; thence with Sam Chappel and Leroy Watson's line South 54 deg. West 3407.25 feet to a stake on Neuse River; thence up said river North 24 deg. West 608 feet to a stake; J Ira Lee's corner; thence with said Lee's line North 54 deg. East 3192.75 feet to the point of beginning, containing 47 acres, more or less.

TRACT NO. 27. Lot A: Beginning at a stake in the Clayton-Wilson's Mills Road, Bruce Lassiter's corner, runs as his line North 50 deg. East 2200 feet to a stake in Norris Branch, Major Jones' line; thence down the run of Norris Branch South 35 deg. 45 min East 692 feet to a stake, M M Jones' Heirs' corner; thence with said Jones' Heirs' line South 50 deg. West 1790 feet to a stake in the Clayton-Wilson's Mills Road; thence with the road North 67 deg. 30 min West 760 feet to the beginning, containing 32.6 acres, more or less.

LOT B. Beginning at a stake in the Clayton-Wilson's Mills Road, M E Johnson's corner, runs as the center of said road South 63 deg. East 525 feet, South 40 deg. East 1677 feet to a stake in said road; thence leaving said road runs South 41 deg. West 280 feet to a stake, J E Wilson's corner; thence as his line North 84 deg. 30 min West 2260 feet to a stake in E J Wellons' line; thence with his line, North 3 deg. 30 min East 974 feet to a stake on Horse Pen Branch; thence up the run of said branch as follows: North 45 deg. East 120 feet, North 80 deg. East 200 feet, South 85 deg. East 480 feet to a stake in said branch; M E Johnson's corner; thence with his line North 9 deg. 30 min East 476 feet to the beginning, containing 60 acres, more or less.

LOT C. Beginning at a stake in the Clayton-Wilson's Mills Road, runs with center of said road South 36 deg. 30 min East 210 feet to a stake in said road; thence leaving the road runs South 46 deg. West 210 feet to a stake; thence North 36 deg. 30 min West 210 feet to a stake; thence North 46 deg. East 210 feet to the beginning, containing 1 acre, more or less.

TRACT NO. 28. Beginning at a stake in the County Road, Henry N Wilson's corner, runs as his line South 65 deg. East 1565 feet to a stake in another road; thence as the center of that road North 40 deg. 45 min East 372 feet to a stake; thence as the line of Gib Vinson South 3 deg. 30 min West 1992 feet to a stake, his corner; thence as his line North 85 deg. 15 min West 690 feet to a stake; thence North 3 deg. 30 min East 566 feet to a stake; thence with Sallie Carnuth's line North 47 deg. West 1286 feet to a stake; thence North 24 deg. 50 min East 210 feet; thence North 65 deg. West 315 feet to a stake in the center of the County Road; thence as the center of said road North 24 deg. 50 min East 594 feet to the beginning, containing 53.5 acres, more or less.

TRACT NO. 29. Beginning at a stake, A. Blalock's corner, on bank of Swift Creek, runs with said Blalock's line North 9 deg. 30 min West 3448.5 feet; thence North 15 deg. 45 min East 825 feet to a stake in the center of a farm path, Alford Blalock's line; thence with his line South 75 deg. 30 min East 1361.3 feet to a stake, S B Jones' line; thence with his line South 50 deg. West 437.3 feet to a stake in Reedy Branch, thence down the meanders of Reedy Branch as follows: South 39 deg. 15 min East 258 feet, South 16 deg. West 100 feet, South 26 deg. West 55 feet, South 88 deg. 30 min East 53 feet, South 47 deg. 15 min West 136 feet; South 8 deg. West 155 feet, South 22 deg. 50 min West 135 feet, South 9 30 min East 100 feet, South 26 deg. 50 min West 169 feet, South 48 deg. 25 min West 269 feet, South 3 deg. 35 min West 53 feet, South 64 deg. West 125 feet, thence South 145 feet, thence South 20 deg. 45 min West 425 feet, South 11 deg. 20 min West 244 feet, South 41 deg. 50 min East 307 feet, South 24 deg. 50 min East 117 feet South 62 deg. 25 min East 375 feet, South 53 deg. 30 min East 201 feet, South 65 deg. 50 min East 112 feet, South 83 deg. East 236 feet, South 23 deg. 15 min East 67 feet, South 3 deg. East 280 feet, South 12 deg. 30 min East 121 feet, South 15 deg. 25 min West 192 feet; thence leaving Reedy Branch runs South 10 deg. West 412.5 feet to a stake on the bank of Swift Creek Parrish's corner; thence up the meanders of Swift Creek as follows: North 70 deg. 45 min West 341 feet, South 70 deg. 15 min West 370 feet North 61 deg. 50 min West 231 feet, North 78 deg. 50 min West 330 feet to the beginning, containing 101.8 acres, more or less.

TRACT NO. 30:

Tract No. 1: Beginning at a stake in the Smithfield and Bentonville road, corner Lot No. 5 and runs with said road to Charlotte Branch; thence down said branch to Hannah's Creek; thence up said Creek to a stake, corner Lot No. 5; thence with said line South 87 deg. 175 poles to the beginning, containing thirty-eight (38) acres, more or less.

Tract No. 3: Beginning at a stake, corner of Lot No. 3 and runs with said line South 87 deg. East 155.6 poles to a stake in the Sanders' line; thence with his line South 7 1/2 deg. West 32 poles to the center of the Smithfield and Bentonville road; thence with said road South 41 deg. East 58 1/2 poles to a stake; thence North 87 deg. West 175 poles to the run of Hannah's Creek; thence with the run of said creek to a stake; thence North 3 deg. East 66.6 poles to the beginning, containing seventy-two (72) acres, more or less.

This being the first and third tracts described in a Deed to grantors from G W Beaman, (unmarried), dated January 6, 1931, and recorded in Book 272, at page 25.

TRACT NO. 31:

Tract No. 1: Beginning at a stake in the Clayton and Wilson's Mills Road, corner of Tract No. 2, runs with the line of said tract North 50 deg. East 2130 feet to a stake on Norris Creek; thence down said Creek 30 feet to a stake, corner of Tract No. 1; thence with the line of said tract South 50 deg. West 2120 feet to a stake in the road; thence with the road Northwardly 30 feet to the beginning, containing one and one-half (1 1/2) acres. Same being a part of the Price lands formerly owned by Merritt Holt, deceased, and being Lot No. 6 in the division among his heirs-at-law and devisees.

Tract No. 2: Beginning at a stake in the road and runs South 30 deg. 40 min West 1800 feet to a stake; thence South 86 deg. West 557 feet to a stake; thence South 11 deg. West 1310 feet to a stake, the center of the Southern Railroad; thence with the center of said Railroad to the Holt line, a ditch; thence South 40 deg. 35 min West 698 feet to the intersection of two ditches; thence with a ditch North 57 deg. 15 min West 1752 feet to a stake Maude Smith's line; thence with his line and past his corner, North 7 deg. 15 min East 449 feet to a stake; thence North 86 deg. West 518 feet to a stake; thence North 7 deg. 15 min East 1022 feet to a stake in the center of the Railroad; thence as said Railroad 267 feet to a stake; thence North 42 deg. 30 min East 3096 feet to a stake on the road; thence as said road South 69 deg. 10 min East 48 feet; thence South 72 deg. East 836 feet; thence South 55 deg. 15 min West 59 feet to the beginning, containing one Hundred thirty-one (31) acres, more or less, described in a certain Deed by P E Tomlinson, et als to J W Tomlinson recorded in Book 197, at page 370. See also deed by A J Fitzgerald, Sheriff of Johnston County to Josephine B Watson and deed by H G Gray and wife, to Josephine B Watson, both of record in the Public Registry of Johnston County.

The same being those two tracts conveyed to grantors by G W Beaman by Deed dated March 19, 1931 and recorded in the Registry of Johnston County in Book 272 at page 65. See also Deed from L.G. Stevens, Trustee to grantors recorded in Book 271, page 211.

Tract No. 32:

All that tract or parcel of land lying and being in Bentonville Township, containing ninety-nine (99) acres, more or less, situate, lying and being on the Smithfield-Bentonville road about ten (10) miles Southeast from Four Oaks, according to a plat made by S H Massey July 25, 1927, copy of which is on file with the Federal Land Bank of Columbia; bounded on the North by the lands now or formerly owned by J V Massey and H H Olive; on the East and South by Mill Creek and on the West by the lands of W G Massey and being the lands conveyed to J C Hayes by George W Massey and wife, by deed dated October 5, 1925, and recorded in Book 170, page 360, and later by the Federal Land Bank to W C Beasley.

See Deed from Mrs. Emma S Beasley to E J Wellons dated January 16, 1940 and recorded in Book 419, at Page 87, Registry of Johnston County.

Tract No. 33:

Tract No. 1: Being Farm No. 8 of the subdivision of the John F Sanders estate, containing 78.25 acres, more or less, plat of which subdivision is recorded in Plat Book No. 1, page 198, Registry of Johnston County and being that identical tract conveyed to Arthur L Faulkner on August 7, 1933 and recorded in Book 311, page 452, Registry of Johnston County.

Tract No. 2: Being Farm No. 9 in the division of the John F Sanders estate, as surveyed and platted by E P Lore, C E and recorded in Plat Book No. 1, page 198, of the Registry of Johnston County, containing fifty-five and seventy-one one-hundredths (55.71) acres, more or less, and being the identical tract conveyed to Arthur L Faulkner by deed dated January 6, 1933 and recorded in Book 249, page 502, Registry of Johnston County.

These being the two identical tracts conveyed to grantors by Arthur L Faulkner and wife, Vera Mae Faulkner by Deed dated February 21, 1944 and recorded in Book 450, at page 574, Registry of Johnston County.

TO HAVE AND TO HOLD the aforesaid tract or parcels of land, and all privileges and appurtenances thereto belonging, to the said Roberts & Wellons, Incorporated and its heirs and assigns to its only use and behoof forever.

And the said E J Wellons and wife, Cornelia A Wellons for themselves and their heirs executors and administrators, covenant with said Roberts and Wellons, Incorporated, its heirs and assigns, that they are seized of said premises in fee and have the right to convey in fee simple; that the same are free and clear from all encumbrances, and that they do hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever, except the balance due upon a certain Deed of Trust recorded in Book 498 at page 1 and the current taxes which are now assessed and will become due and payable for the year 1958, all of which grantee assumes payment and discharge as the same becomes due and payable.

IN TESTIMONY WHEREOF, the said E J Wellons and wife, Cornelia A Wellons, have hereunto set their hands and seals, the day and year first above written.

E.J. Wellons (Seal)  
Cornelia A Wellons (Seal)

Attest: Rose Dorman

STATE OF NORTH CAROLINA,  
JOHNSTON COUNTY.

Lambert, Dep  
I, Doris G. / Clerk of the Superior Court, do hereby certify that E J Wellons and Cornelia A Wellons, his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance.

Let the instrument, with the certificate be registered.  
Witness my hand and seal, this 25 day of April, 1958.

Doris G Lambert, Dep (Seal)  
Clerk Superior Court

120

Filed: 12:30 P.M.  
April 25, 1958

W.G. Massey  
Register of Deeds.

NORTH CAROLINA  
JOHNSTON COUNTY

RELEASE

This deed, made and entered into this 25th day of April, 1958 by and between James A Wellons Jr, acting as trustee, as hereinafter stated, and Smithfield Savings and Loan Association (Successor to Smithfield Building and Loan Association), parties of the first part, and Jesse Pharoah Johnson and wife, Ione Williams Johnson, parties of the second part, all of the County of Johnston and State of North Carolina;

WITNESSETH: That whereas, said parties of the second part heretofore executed to said James A Wellons Jr, as trustee, a certain deed of trust, dated August 9, 1957 and recorded in Book 549, on Page 330, in the office of the register of deeds of Johnston County, to secure certain notes therein set out due and payable to Smithfield Building and Loan Association; and whereas, said parties of the second part have requested the said Smithfield Savings and Loan Association to release from the lien of said deed of trust so much of the land therein conveyed as is hereinafter described and the said Smithfield Savings and Loan Association has agreed so to do and has requested said trustee to join in said release.

Now therefore, said parties of the first part, for and in consideration of the sum of Five Hundred Dollars (\$500.00) to each of them paid by the parties of the second part, have remised and released, and by these presents do remise, release, and forever quitclaim unto the said parties of the second part and their heirs and assigns certain lands situate in the County of Johnston, and State of North Carolina, in Smithfield Township, and more particularly described as follows:

Beginning at a stake the southeast corner of Lot #5 and where Lots 5, 6, 7, and 8 converge, and runs thence in a southerly direction along the western line of Lot #7, 50 feet to a stake; thence a new line and parallel to the northern boundary line of Lot No 8 in a westerly direction 50 feet to a stake in the eastern boundary line of Lot #9; thence along the eastern boundary line of Lot #9, in a northerly direction 50 feet to the southwestern corner of Lot #5; thence along the southern boundary line of Lot #5, in an easterly direction 50 feet to the point of beginning and being the northern 50 feet by 50 feet portion of Lot #8 in Block D of the B A Woodall subdivision shown on plat recorded in Book P-10, page 170 and 171.

To have and to hold, said lands and premises, together with all privileges and appurtenances thereunto belonging to them the said parties of the second part and their heirs and assigns, free and discharged from the lien of the deed of trust recorded in Book 549, on Page 330, in the office of the register of deeds of Johnston County and hereinabove referred to.

But it is understood and agreed that this release shall apply only to so much of said lands as are herein expressly described and conveyed, and that as to the remainder of said lands said deed of trust shall be and remain in full force and effect.

In testimony whereof, said parties of the first part have hereunto set their hands and seals the day and year first above written.

SMITHFIELD SAVINGS AND LOAN ASSOCIATION

(CORP SEAL)

Hugh M Austin  
President

Attest: Mary Hill Lehev  
Secretary

James A Wellons Jr (SEAL)  
Trustee

RURAL LINE PERMIT

For Value Received, I hereby grant unto CAROLINA TELEPHONE AND TELEGRAPH COMPANY, its licensees, successors and assigns, the right to construct, operate and maintain such poles, wires, cables, anchors and other fixtures as their business may from time to time require, upon, across, over or under the property which I own or in which I have any interest in the County of Johnston, and State of No Car; with the right to cut down or trim and keep trimmed all trees and undergrowth within 15 feet of said lines.

IN WITNESS WHEREOF, Roberts & Wellons, Inc has caused these presents to be signed by its President and attested by its Secretary and its corporate seal be hereto affixed this the 30 day of December 1959.

(Corp Seal)  
Attest: Cornelia A Wellons  
Secretary

Roberts & Wellons, Inc  
By: E J Wellons, Jr  
Vice President

Johnston County  
North Carolina

I, Rose Dorman, a notary public in and for the County and State aforesaid, do certify that Cornelia A Wellons personally came before me this day and acknowledged that she is the Secretary of Roberts & Wellons, Inc, a corporation and that by authority duly given, and as the act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and notarial seal, this the 20 day of December 1959.

My commission expires July 25, 1960  
(N P Seal)

Rose Dorman  
Notary Public

North Carolina, Johnston County

The foregoing Certificate of Rose Dorman, N P of Johnston County is adjudged to be correct. Let the instrument with the Certificate be registered. This 13 day of Jan 1960.

Jania W Strickland, Dep CSC

Filed: 11:09 A M  
Jan 13, 1960

W G Massey  
Register of Deeds

NORTH CAROLINA  
JOHNSTON COUNTY

COMMISSIONER'S DEED

~~THIS DEED, Made by Robert A Spence, Commissioner, under a Judgment of the Superior Court of Johnston County in that Civil action therein pending entitled "Andrew Lee, and wife Lena Lee, vs Louise Williams", to Andrew Lee and wife, Lena Lee, of Johnston County, North Carolina;~~

~~WITNESSETH:~~

~~That whereas, the said Robert A Spence, Commissioner, being ordered and directed by the Court under a Judgment in said action dated December 15, 1959, to make a conveyance of the lands therein described to the said plaintiffs, Andrew Lee and wife, Lena Lee, upon receipt of the purchase price, namely Nineteen Hundred Forty-Four and 64/100 (\$1944.64) Dollars, plus interest and whereas, said Robert A Spence, Commissioner as aforesaid, was ordered by the Judgment of said Court to execute a deed in fee simple to said Andrew Lee and wife, Lena Lee, upon payment of said purchase money, and whereas, the said purchase money has been paid in full;~~

~~Now, in consideration of the premises, the said Robert A Spence, Commissioner as aforesaid doth hereby bargain, sell and convey to the said Andrew Lee and wife Lena Lee and their heirs and assigns, those certain parcels or tracts of land, situate in said County and being more particularly described as follows; to-wit:~~

STATE OF NORTH CAROLINA  
COUNTY OF Johnston

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Roberts & Wellons, Inc.  
a corporation hereinafter called "Grantor" in consideration

of said County and State in consideration of the sum of \$1.00, in hand paid by CAROLINA POWER & LIGHT  
COMPANY, the receipt whereof is hereby acknowledged, hereby grant(s) unto said CAROLINA POWER & LIGHT  
COMPANY, its successors and assigns, the right, privilege, and easement to go in and upon that certain tract or lot of

land situated in Smithfield Township in said County and State, containing 500  
acres, more or less, bounded by lands of Tom Ivess on the east; Mildred Arwood on  
the west; Swift Creek on the north and Lee Oghurn on the south.

and to construct, maintain, and operate over, under, and across said premises a line consisting of poles, wires, cables, under-  
ground conduits, and other pertinent facilities within a strip or area of said land thirty (30) feet wide for the purpose of  
transmitting electricity, with the right to do all things necessary or convenient thereto, including, but not being limited to,  
the right: (a) to permit the attachment of wires, cables, and conduits of any other company or person; (b) to enter said  
strip at all times over the adjacent land to inspect, repair, maintain, and alter said line; (c) to keep said strip cleared of  
trees, undergrowth, and structures; (d) to trim limbs from, and cut down, any tree outside of said strip which may, in the  
opinion of the Company, endanger the line or hinder the maintenance, operation, and use of the same. The center line of  
said strip shall be the center line of the poles or structures which support said electric line.

TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto the CAROLINA POWER & LIGHT  
COMPANY, its successors and assigns, forever.  
IN WITNESS WHEREOF Grantor has caused this instrument to be signed in its  
Name by its duly authorized officers, and its corporate seal to be hereunto  
affixed this 20 day of September, 1965

Witnesses: ATTEST: Rose D. Walsh Secretary Roberts & Wellons, Inc. (Seal)  
By E. J. Wellons, Jr. President (Seal)  
(Corporate Seal) (Seal)

STATE OF NORTH CAROLINA, County, a Notary Public of County,  
I, personally appeared before  
me this day and, being duly sworn, stated that, in his presence,

signed the foregoing instrument.  
Witness my hand and official seal, this the day of, 19  
(N P Seal) Notary Public.  
My commission expires the day of, 19

STATE OF NORTH CAROLINA, County.  
I, a Notary Public within and for County, North  
Carolina, do hereby certify that  
personally appeared before me this day and acknowledged the due execution of the foregoing instrument.  
Witness my hand and notarial seal, this day of, 19  
(N P Seal) Notary Public.  
My commission expires the day of, 19

STATE OF NORTH CAROLINA  
COUNTY OF JOHNSTON  
I, J C Powell, a Notary Public in and for the state and County aforesaid,  
do hereby certify that Rose D Walsh, personally came before me this day and  
acknowledged that he is Secretary of Roberts & Wellons, Inc. a corporation,  
and that, by authority duly given and as the act of the corporation, the foregoing  
instrument was signed in its name by its President, sealed with its corporate  
seal, and attested by himself as its Secretary.  
Witness my hand and notarial seal this 20 day of Sept 1965

My commission expires the 21 day of June, 1967 J C Powell Notary Public N P Seal

STATE OF NORTH CAROLINA, Johnston County.  
The foregoing certificate of J C Powell, N. P.  
is adjudged to be correct. Let the instrument with certificates, be registered.  
WITNESS my hand this 28 day of September, 19 65.

Eleanor Lassiter, Dep  
Clerk Superior Court.

Filed for registration at 11:30 o'clock A.M. the 28 day of Sept, 19 65,  
and registered in the office of the Register of Deeds for Johnston County,  
in Book, Page, 19

W G Massey  
Register of Deeds.

STATE OF NORTH CAROLINA  
COUNTY OF JOHNSTON  
Know all men by these presents, that Roberts and Wellons Incorporated a North Carolina corporation, duly authorized and doing business in North Carolina, with its principal office and place of business in Smithfield, North Carolina

hereafter referred to as "grantor(s)", in consideration of the sum of \$10.00 to be paid by Carolina Power & Light Company, the receipt whereof is hereby acknowledged, and certain valuable considerations, do(es) hereby grant unto the said Carolina Power & Light Company (hereinafter referred to as "Company"), its successors, assigns, the right, privilege, and easement to go in and upon the land located in Smithfield, North Carolina, in said County and State, bounded by the lands of

Being that 297.3 acre tract known as the old W B Roberts Farm lying on both sides of N C State Highway No 2375, bounded now or formerly by D B Oliver, W P Aycock, Stafford, W J Massey and Mrs Hathaway, it being more particularly described by a plat prepared by William Ragsdale Jr and being that tract of land described as tract no 22 in that deed recorded in Deed Book 561, page 113, Registry of Johnston County,

- (a) the right of officers, agents, and workmen of Company and its contractors to go to and from said right of way strip at all times over the above described land as reasonably convenient places, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, equipment and equipment as may be desirable and to construct, reconstruct, work upon, repair, alter, inspect and in general to do any other thing necessary or convenient to maintain and operate said transmission lines for the purpose aforesaid; and to install and maintain markers as may be desired by Company to mark the location of said right of way strip;
- (b) the right to install and maintain line stabilizing facilities including guy wires, anchors and appurtenant devices, line grounding facilities, and counterpoise wires of line stabilizing facilities;
- (c) the right to clear, and keep cleared, from said right of way strip all structures (other than ordinary fences, but when the Company desires, such fences may be opened and replaced or temporarily removed and replaced, on the Company may provide suitable gates thereon) and all trees, undergrowth, shrubs, roots, objectionable vegetation, and the like, and to use chemicals, herbicides, and other forms of equipment and devices in so doing;
- (d) the right to cut down at any time, and from time to time, in Company's discretion any trees standing outside all of the right of way strip the length of which trees plus 5 feet equals or exceeds the distance from the base of such trees to the nearest conductor or to a point on the ground directly underneath the nearest conductor and to cut and remove any limb, or any part thereof, from any tree standing outside of said right of way strip when such limb or any part thereof protrudes or is likely to protrude into said right of way strip;
- (e) the right to erect and maintain structures for the support of said lines in the form of poles, towers, or other forms suitable to Company, with the right to interconnect and interchange the one with the other, and to alter, substitute for, and add other structures for the support of said lines from time to time as Company may deem advisable; and
- (f) the right to install, operate and maintain three wires or other equipment for transmitting communications, and appurtenant thereto, for use in conducting the Company's business.

The aforesaid right of way strip granted over the above described land is 90 feet wide and approximately 300 feet long, the center line of which strip extends from point A to point D. I.

Said center line, together with the supporting side lines going to make up said right of way strip, are all as shown on map hereunto attached, and the center line of the structures supporting said transmission lines, or in case said map should be produced, the center line of said supporting structures shall be deemed to be the center line of said right of way strip.

The structures, wires, and appurtenant facilities installed by Company shall be and remain the property of Company and may be removed by it at any time and from time to time.  
It is further agreed that Company will pay the actual charges to fence and growing crops on the above described land caused by the construction, operation, maintenance, inspection, rebuilding and removal of said lines, and in going to and from the right of way strip, and will repair the troubles caused to any bridge and any extraordinary damage to any road due to heavy loading to and from the right of way strip, if such is made within sixty (60) days after such damage has sustained.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name by its duly authorized officers and its corporate seal to be hereunto affixed this 15th day of July, 1966  
Roberts and Wellons Incorporated

Witness: J R Gardner  
\_\_\_\_\_  
J R Gardner

By: Elmer J Wellons Jr, President  
Rose Walsh, Secretary

(CORPORATE SEAL)

I, Marjorie A PARKER, a Notary Public in and for the State and County aforesaid do hereby certify that the foregoing is a true and correct copy of the original instrument as the same was presented to me and as the act of the corporation the foregoing instrument was signed in its name by its President sealed with its corporate seal, and attested by its Secretary.

Witness my hand and notarial seal this 15th day of July, 1966  
Marjorie A Parker  
By committee expires the 21st day of September, 1967.

STATE OF NORTH CAROLINA  
COUNTY OF JOHNSTON  
The foregoing certificate of Marjorie A Parker, a Notary Public of Johnston County is adjudged to be correct, and the instrument with the certificate, is registered.  
Witness my hand and official seal, this 27th day of August, A. D. 1966  
Carol T Dale, Dep

Filed for registration on the 27 day of August, 1966, at 10:00 o'clock A. M. and duly recorded in the office of the Register of Deeds of Johnston County, N. C., in Book \_\_\_\_\_ Page \_\_\_\_\_  
W G Massey  
REGISTER OF DEEDS



STATE OF NORTH CAROLINA

COUNTY OF Johnston

KNOW ALL MEN BY THESE PRESENTS, That Roberts and Williams, Inc.

a corporation, hereinafter called "Grantor", in consideration of the sum of \$1.00, in hand paid by CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, hereby grants unto said CAROLINA POWER & LIGHT COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in Smithfield Township in said County and State, containing 3.21 acres, more or less, bounded by lands of Swift Creek on the north, John Kennedy and Mrs. Tam T. Van on the west, Milton Auburn and Malcolms Smith on the south, and Bowen Faulkner on the east.

and to construct, maintain, and operate over, under, and across said premises a line consisting of poles, wires, cables, underground conduits, and other pertinent facilities within a strip or area of said land thirty (30) feet wide for the purpose of transmitting electricity, with the right to do all things necessary or convenient thereto, including, but not being limited to, the right: (a) to permit the attachment of wires, cables, and conduits of any other company or person; (b) to enter said strip at all times over the adjacent land to inspect, repair, maintain, and alter said line; (c) to keep said strip cleared of trees, undergrowth, and structures; (d) to trim limbs from, and cut down, any tree outside of said strip which may, in the opinion of the Company, endanger the line or hinder the maintenance, operation, and use of the same. The center line of said strip shall be the center line of the poles or structures which support said electric line.

TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto CAROLINA POWER & LIGHT COMPANY, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name by its duly authorized officers, and its corporate seal to be hereunto affixed, this 22nd day of April, 1971.

ATTEST: Rose D. Walsh

Secretary

By: Robert J. Williams, President

(Corporate Seal)

STATE OF NORTH CAROLINA

COUNTY OF Johnston

I, M. DURWOOD STEPHENSON, a Notary Public in and for the State and County aforesaid, do hereby certify that Rose D. Walsh personally came before me this day and acknowledged that she is Secretary of Roberts and Williams, Inc. a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself as its Secretary.

Witness my hand and notarial seal, this 22nd day of April, 1971.

M. Durwood Stephenson, Notary Public

N. P. SEAL

My commission expires the 11th day of October, 1975.

NORTH CAROLINA Johnston COUNTY

The foregoing certifies of M. Durwood Stephenson

Notary Public, is (are) certified to be correct. This instrument was filed for registration at 11:00 o'clock A.M., and recorded in the office in Book 719, Page 150

This 7th day of June, 1971

W. B. ... Register of Deeds

SEARCHED BY OR UNDER SECTION OF A WEEKS

700' 772 PAGE 420  
STATE OF NORTH CAROLINA  
COUNTY OF Johnston

DRAWN BY OR UNDER  
DIRECTION OF  
ANDREW McDANIEL  
ATTORNEY

725  
72

KNOW ALL MEN BY THESE PRESENTS, That Roberts and Wellons, INC.,

a corporation, hereinafter called "Grantor", in consideration of the sum of \$ 1.00 ; in hand paid by CAROLINA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, hereby grants unto said CAROLINA POWER & LIGHT COMPANY, hereinafter called "Company", its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in Smithfield Township in said County and State, containing 600 acres, more or less, bounded by lands of Walter Johnson on North, Tom Ives on South, and Harold R. Wood on West.

and to construct, maintain, and operate over, under, and across said premises a line consisting of poles, wires, cables, underground conduits, and other pertinent facilities within a strip or area of said land thirty (30) feet wide for the purpose of transmitting electricity, with the right to do all things necessary or convenient thereto, including, but not being limited to, the right: (a) to permit the attachment of wires, cables, and conduits of any other company or person; (b) to enter said strip at all times over the adjacent land to inspect, repair, maintain, and alter said line; (c) to keep said strip cleared of trees, undergrowth, and structures; (d) to trim limbs from, and cut down, any tree outside of said strip, which may, in the opinion of the Company, endanger the line or hinder the maintenance, operation, and use of the same. The center line of said strip shall be the center line of the poles or structures which support said electric line.

TO HAVE AND TO HOLD the aforesaid right, privilege and easement unto CAROLINA POWER & LIGHT COMPANY, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name by its duly authorized officers, and its corporate seal to be hereunto affixed, this 29 day of May, 1972.

Roberts and Wellons, INC.

ATTEST:

Rose D. Walsh  
Secretary

By: [Signature]  
President

(Corporate Seal).

STATE OF NORTH CAROLINA  
COUNTY OF Johnston

I, J. C. Powell, a Notary Public of Johnston County, North Carolina, do hereby certify that Rose D. Walsh personally came before me this day and acknowledged that he (she) is the Secretary of Roberts and Wellons, Inc., a corporation, and that, by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by himself (herself) as its Secretary.

Witness my hand and notarial seal, this 29 day of May, 1972  
J. C. Powell  
Notary Public

My commission expires the 2 day of Mar, 1974.

NORTH CAROLINA  
The foregoing instrument of [Signature] of [Signature]

Notarially Public, is (are) certified to be correct. This instrument was filed for recording at 7:30 o'clock P.M. and recorded in the Office of the Clerk of the Superior Court of Johnston County, North Carolina, Book 4712, Page 420. This 12 day of July, 1972.

BOOK 855 PAGE 322

DRAWN BY OR UNDER THE DIRECTION OF: ANDREW McDANIEL ATTORNEY

2/2 1958

STATE OF NORTH CAROLINA

COUNTY OF Johnston

THIS RIGHT OF WAY GRANT, made and entered into by and between Roberts and Wellons, Inc.

a corporation, hereinafter sometimes referred to as "Grantor" (whether one or more), and Carolina Power & Light Company, a North Carolina public service corporation, hereinafter sometimes referred to as "Company",

WITNESSETH:

THAT WHEREAS, Company is the owner of a right of way strip 70 feet wide for the construction, maintenance and operation of an electric transmission line which is now constructed and in operation across certain land now owned by Grantor and hereinafter described, said right of way strip extending 35 feet on each side of the center line of said transmission line; and

WHEREAS, the increasing demand for electricity by Company's customers has made it necessary that said right of way strip be increased to a width of 100 feet, extending 50 feet on the southern side and 50 feet on the northern side of a survey line which has been surveyed and staked out across said land and the location of which is hereinafter described, and that Company be authorized to construct, maintain and operate thereon one or more additional electric transmission lines;

NOW, THEREFORE, in consideration of the premises and of the sum of \$ 1,305.00 to it in hand paid by Carolina Power & Light Company, the receipt whereof is hereby acknowledged, Grantor hereby grants unto the said Carolina Power & Light Company, its successors, lessees, and assigns,

the right, privilege, and easement to go in and upon those lands situate in Selma Township, in said County and State, being the land described in a deed

from E. J. Wellons and wife, Cornelia A. Wellons, to Roberts and Wellons,

Incorporated, dated April 25, 1958, and recorded in Deed Book 561, Page 118,

Johnston County Registry and further described as Tract No. 22

N. C. Real Estate Excise Stamp \$ 2.50

and to construct, install, operate, and maintain upon, across, under and through said premises, within a right of way strip of the width, location, and approximate length hereinafter defined, one or more additional lines for the transmission of electricity, -- each line consisting of conductors composing one or more electric circuits and supported by a separate line of structures composed of wood, metal, or other durable material, -- for the transmission of electricity for public use, with the right to do all things necessary or convenient thereto, including the following:

(a) the right of officers, agents, and workmen of Company and its contractors to go to and from said right of way strip at all times over the above described land by such route or routes as shall occasion the least practicable inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies, and equipment as may be desirable; provided that, except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress and egress to and from the right of way strip; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any other thing necessary or convenient to maintain and operate said transmission lines for the purpose aforesaid;

(b) the right to install and maintain line stabilizing facilities including guy wires, anchors and appurtenant devices, line grounding facilities, and counterpoise wires of line shielding facilities, together with the right to install at the angle points of its electric lines guy wires and guy anchors outside of said right of way strip for the support of the structures of the electric transmission lines;

(c) the right to clear, and keep cleared, from said right of way strip all structures (other than ordinary fences, but when Company desires such fences may be opened and reclosed or temporarily removed and replaced, or Company may provide suitable gates therein) and all trees, undergrowth, stumps, and roots, and to use (1) chemicals which are not injurious to human beings, domestic animals, fowl, fish or game, (2) machinery, and (3) other forms of equipment and devices in so doing;

BOOK 855 PAGE 323

- (d) the right to cut down at any time, and from time to time, in Company's discretion any tree standing outside of the right of way strip the length of which tree plus 5 feet equals or exceeds the distance from the base of such tree to the nearest conductor or to a point on the ground directly underneath the nearest conductor; and to cut and remove any limb, or any part thereof, from any tree standing outside of said right of way strip when such limb or any part thereof protrudes or is likely to protrude into said right of way strip;
- (e) the right to erect and maintain structures for the support of said lines in the form of poles, towers, or other forms suitable to Company, with the right to intermingle and interchange the one with the other, and to alter, substitute for, and add other structures for the support of said lines from time to time as Company may deem advisable; and
- (f) the right to install, operate and maintain thereon wires or other equipment for transmitting communications, and facilities appurtenant thereto, for use in conducting the Company's business.

The right of way strip herein granted is 100 feet wide (including said existing 70 foot, right of way strip), extending 50 feet on the southern side and 50 feet on the northern side of a survey line which extends approximately 656 feet from point 2P to point 2Q as shown and described on Sheet 12 of Company (dated October, 1978) Drawing No. RW-D-5542/, which shows also the respective complementing side lines going to make up said 100 foot right of way strip.

It is agreed between the parties hereto that no buildings or other structures shall be erected within the right of way above described by the Grantor, or its successors, or assigns; that Company at first may build only one of said additional electric transmission lines without waiving its right thereafter to build the other lines as and when it desires to do so.

It is understood and agreed that all trees and timber to be cut on, and along said right of way strip in the initial construction of said lines, shall belong to, and may be removed by Company.

The structures, wires, and appurtenant facilities installed by Company shall be and remain the property of Company and may be removed by it at any time and from time to time.

Grantor reserves the right to use the lands over which the right of way and easement rights are hereby granted for all purposes not inconsistent with said right of way and easement rights or with the National Electrical Safety Code, except that Grantor agrees that (1) the clearance between any conductor of the transmission lines and the surface of the ground shall not be reduced by grading or any other work; (2) if streets, roads, water lines or sewer lines are constructed across said strip, they shall be at an angle of more than forty-five degrees between the center line of said streets, roads, water lines or sewer lines and the center line of said strip, and shall be more than 40 feet from any structures placed upon said strip by Company, and the outside limit of any cut or fill shall be more than 40 feet from said structures; (3) no buildings, wells, septic tanks, absorption pits, underground or overhead storage tanks, or burial grounds shall be placed on said strip; and (4) Company's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's successors and assigns.

Company agrees that it will pay the actual damages to fences and annual crops both inside and outside said right of way strip on the above-described land caused by the construction, operation, maintenance, inspection, rebuilding and removal of said lines, and in going to and from the right of way strip, and will repair the breakage caused to any bridge and any extraordinary damage to any road due to heavy hauling to and from the right of way strip, if claim is made within sixty (60) days after such damages are sustained.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto the Carolina Power & Light Company, its successors and assigns forever.

And Grantor, for the Grantor and for the Grantor's successors and assigns, covenants to and with Company, its successors and assigns, that Grantor is lawfully seized of the above-described land in fee and has the right to convey the said rights and easements; that the same is free and clear from any and all encumbrances; and that Grantor will forever warrant and defend the title to the said rights and easements against the lawful claims of all persons whomsoever.

BOOK 855 PAGE 324

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name by its duly authorized officer, and its corporate seal to be hereunto affixed, this 3 day of April, 1979  
Roberts and Wellons, Inc.  
 ATTEST: Rosa D. Walsh Secretary By: E. J. Holloway President

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF Johnston  
 I, J. C. Powell, a Notary Public of Johnston

County, North Carolina, do hereby certify that Rosa D. Walsh

personally came before me this day and acknowledged that she is

Secretary of Roberts and Wellons, Inc. a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by herself himself as

its Secretary.

Witness my hand and notarial seal, this 19 day of April, 1979  
J. C. Powell  
 Notary Public.

My commission expires the 7 day of Mar, 1980

NORTH CAROLINA Johnston COUNTY

The foregoing certificate of J. C. Powell

Notary (y) (ies) Public, is (are) certified to be correct. This instrument was filed for registration at 10:15 o'clock A. M., and recorded in this office in Book 855, Page 323.

This 4 day of May, 1979  
John's Lumber Method  
 Register of Deeds.

Form No. 1454

BOOK 1028 PAGE 426

Right of Way Easement

In consideration of the sum of money hereinafter set out and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged from the Southern Bell Telephone and Telegraph Company, the undersigned, owner(s) of the premises described below, do hereby grant to the Southern Bell Telephone and Telegraph Company, its licensees, agents, successors, assigns, and allied and associated companies, a right of way easement to construct, operate, maintain, add or remove such lines or systems of communications or related services as the grantee may require, consisting of:

- (1) Buried cables, wires, and markers.
- (2) Conduits, manholes, markers, underground cables and wires;

upon and under a strip of land 15' feet wide within the existing Carolina Power & Light Company Easement across the following lands in Johnston County, State of NORTH CAROLINA as more particularly described as follows:  
 Beginning on Roberts and Wellons, Inc. western property line: Thence in direction running parallel and adjacent to the southern boundary line of Carolina Power & Light Company existing transmission line easement a distance of approximately 666 feet to Roberts and Wellons, Inc. eastern property line.  
 SEE EXHIBIT "A" on page 2.  
 and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted: ingress and egress to said premises at all times; to clear the land as necessary to place said cable(s) and maintain the above described easement area.

The receipt of One Hundred and - - No - - /100 Dollars (\$100.00) is hereby acknowledged by the undersigned.

Furthermore, the Company agrees that it will pay any actual damages to fences and annual crops both inside and outside said right of way strip on the above-described land caused by the construction, operation, maintenance, inspection, rebuilding and removal of said lines, and in going to and from the right of way strip, if claim is made within sixty (60) days after such damages are sustained.

To have and to hold the above granted easement unto Southern Bell Telephone and Telegraph Company, its successors and assigns forever.

BOOK 1028 PAGE 427

IN WITNESS WHEREOF, the undersigned has signed on 21 July 84.  
19\_\_ . L.S.

Signed, sealed and delivered  
in the presence of:

Name: \_\_\_\_\_ L.S.

Richard L. Gault  
Witness  
\_\_\_\_\_  
Witness

Name: \_\_\_\_\_ L.S.

Roberts and Wellons, Inc.  
Name of Corporation

Attest:  
R. J. Wellons  
Corporate Secretary  


By: E. J. Wellons  
Title: President

\_\_\_\_\_  
Southern Bell Representative

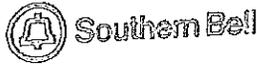
\_\_\_\_\_  
Southern Bell Authority Number

EXHIBIT "A"

Being the land described in a deed from E. J. Wellons and wife Cornelia A. Wellons to Roberts and Wellons, Inc., dated April 25, 1958, and recorded in Deed Book 561, Page 113, Johnston County Registry and further described as Tract No. 22  
See also Carolina Power & Light Company Easement dated April 3, 1979, recorded in Deed Book 855, Page 322, Johnston County Registry.

BOOK 1028 PAGE 428

Form 8424  
(12-84)  
Iss. C. Section 939-347-0015B



Acknowledgments  
For Use In All States Except South Carolina  
Individual Form

State Of \_\_\_\_\_  
County Of \_\_\_\_\_

I, \_\_\_\_\_, hereby certify that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the due execution and delivery thereof for the purpose therein stated.

In Witness Whereof, I have hereunto set my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public (or other title)

My Commission Expires: \_\_\_\_\_

Corporation Form

State Of NORTH CAROLINA  
County Of WAKE

I, RAYMOND LOUVE, hereby certify that on this day before me, an officer duly authorized to take acknowledgments, personally appeared ROSE D. WALSH, to me known and known to be the person described in and who executed the foregoing instrument as SEC. of ROBERTS AND WEAVER, INC. a corporation, and acknowledged to me that he executed and delivered such instrument as such officer in the name and on behalf of said corporation, being duly authorized so to do.

In Witness Whereof, I have hereunto set my hand and official seal, this the 21<sup>ST</sup> day of JULY, 1986.

NORTH CAROLINA -- JOHNSTON COUNTY  
The foregoing certificate/s of \_\_\_\_\_  
Notary Public/Notaries Public is/are certified to be correct. 1028, Page 426  
Filed for registration and recorded in this office in Book \_\_\_\_\_, \_\_\_\_\_, M.  
This 18 day of Oct, 1986 By Julia C. Medley  
Register of Deeds

Raymond Louve  
Notary Public for State of \_\_\_\_\_  
My Commission Expires: 10/19/88

PAGE 1072 PAGE 443

TSH 12/17/85

Form prepared by Tharrington, Smith &amp; Hargrove

N.C. LONG FORM  
LINE Raleigh/Wilmington

SURVEY STA. \_\_\_\_\_ TO \_\_\_\_\_

After recording AT&T Communications, Inc.  
mail to: 800 Old Asphalt Road  
Kinston, North Carolina 28501MARKER \_\_\_\_\_ TO \_\_\_\_\_  
RAW TRACT NC-JO-033000 & NC-JO-050060COMMUNICATIONS SYSTEMS RIGHT-OF-WAY AND EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned (hereinafter called "Grantor"), for and in consideration of the sum of Three Hundred Dollar(s) (\$ 300.00 ) in hand paid, the receipt of which is hereby acknowledged, and upon the terms hereinafter set forth, does hereby grant, bargain, sell, and convey unto AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York Corporation (hereinafter called "Grantee"), a perpetual right-of-way and easement ten feet ( 10 ) feet in width within which to construct, reconstruct, operate, maintain, alter, replace and remove communications systems such as Grantee may from time to time require, consisting of, by way of example but not of limitation, underground lightguide fiber optics cable systems, splices, wires, surface testing terminals, manholes, markers, and other appurtenances upon, over, under and through certain lands of Grantor located in Johnston County, North Carolina, and more particularly described as follows:

All that certain tract or parcel of land lying and being in Wilson Mills and Selma Townships of Johnston County, North Carolina, and being all that property conveyed to Grantor(s) by Tract 22 and Tract 28 of deed recorded in Deed Book 561, Page 113, except 0.54 acres of land heretofore conveyed to Wilson Mills Baptist Church by deed recorded in Deed Book 850, Page 318, Johnston County Registry.

N.C. Real Estate Excise Stamp Tax 0.50

The \_\_\_\_\_ boundary of the right-of-way and easement shall be parallel to and five ( 5 ) feet either side of the first cable laid, along the entire length of such cable across the property of Grantor. The location of such cable shall be indicated upon surface markers set at intervals along the right-of-way and easement or in the vicinity thereof. Grantee also shall have the right to use a strip of land five ( 5 ) feet in width, adjacent to the easement on the side chosen by Grantee and running the length thereof, as temporary work space during any construction related to the communications systems.

Grantor further conveys to Grantee the following incidental rights and powers:

- (1) Grantee shall have the right to inspect the said communications systems and appurtenances by any reasonable means including by aerial patrol.
- (2) Grantee shall have the right to install gates in fences crossing the right-of-way and easement.
- (3) Grantee shall have the right to install facility identification markers along or in the vicinity of the right-of-way and easement at locations that will not unreasonably interfere with Grantor's use of the land in any manner not inconsistent with the rights herein granted.
- (4) Grantee shall have the rights of ingress and egress to and from the said right-of-way and easement across the surrounding lands of Grantor for all purposes reasonably related to the exercise and enjoyment of all rights herein granted.

Prior to commencing construction on the lands of Grantor, Grantee shall pay to Grantor the sum of N/A Dollars (\$ N/A ) in addition to the consideration paid at the time of the execution of this instrument, and such payment shall constitute the full balance of the consideration for this conveyance. Grantee's failure to pay such balance within N/A ( N/A ) months of the date of the execution of this instrument shall cause a reversion to Grantor of all rights, powers and interests herein granted, and this conveyance shall be null and void.

Grantor reserves the right of full use and enjoyment of its lands, except for the purposes herein granted, provided that such use and enjoyment shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder; and Grantor covenants that no excavation, building, structure or obstruction will be made, constructed, or permitted within the area of the temporary or permanent right-of-way and easement herein described without Grantee's prior written consent.

Grantee, insofar as it is practicable to do so, shall place all communications systems cables at a sufficient depth at the time of construction so as not to interfere unreasonably with the ordinary cultivation of the right-of-way and easement and shall restore the surface of the ground, so far as is practicable, to its condition prior to the installation of the communications systems.

Grantee shall pay to Grantor a reasonable amount for actual damages to crops, timber, livestock, fences, tile drain, buildings, private roads and other improvements, caused by Grantee on said lands in the exercise of the rights herein granted.

All rights and obligations of Grantee under this instrument may be freely assigned or otherwise transferred by Grantee.

BOOK 1072 PAGE 444

TSH 12/17/85

TO HAVE AND TO HOLD the said right-of-way and easement to Grantee, its successors and assigns forever, it being agreed that the right-of-way and easement hereby granted is appurtenant to and runs with the land herein described.

And the Grantor covenants that he is seized of the premises in fee and has the right to convey the same in fee simple, subject only to outstanding encumbrances, if any, of record, and that he will warrant and defend title to the premises against all claims.

IN WITNESS WHEREOF, Grantor has set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

GRANTOR(S)
Roberts Wellons (Seal)
W. Wellons (Seal)

Witness: \_\_\_\_\_

NORTH CAROLINA \_\_\_\_\_ COUNTY

I, a Notary Public for said County and State, certify that \_\_\_\_\_ (Witness) personally came before me this day and, being duly sworn, stated that in his presence \_\_\_\_\_ (Grantor) acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Notary Public

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its corporate name, its corporate seal, this \_\_\_\_\_ day of November, 1987.



BY: x Roberts & Wellons, Inc. (Corporate Name) ROBERTS & WELLONS, INC.

BY: x S. Wellons President

ATTEST: x Rose D. Walsh Secretary

Witness: Michael B. Reames

NORTH CAROLINA Lenoir COUNTY

I, a Notary Public for said County and State, certify that \_\_\_\_\_ (Witness) personally came before me this day and, being duly sworn, stated that in his presence \_\_\_\_\_ (Corporation), a Roberts & Wellons, Inc. (Slate) Corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal and attested by \_\_\_\_\_ as its \_\_\_\_\_ Secretary.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Notary Public

My Commission Expires: 7-18-92

NORTH CAROLINA - JOHNSTON COUNTY
The foregoing certificate/s of \_\_\_\_\_ Notary Public/Notaries Public is/are certified to be correct.
Filed for registration and recorded in this office on \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ By \_\_\_\_\_ Register of Deeds



BOOK 1097 PAGE 405

DRAINAGE EASEMENT

I. D. #: R-84-B  
STATE PROJECT #: 8.1236903  
F. A. #: F-56-2(20)  
PARCEL #: 7

STATE OF NORTH CAROLINA  
COUNTY OF Johnston

THIS AGREEMENT, Made this 7th day of July, 19 88, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, hereinafter known as the Department, and Roberts and Wellons, Inc., A North Carolina Corporation

of the County of Johnston, hereinafter known as Grantors,

WITNESSETH:

THAT WHEREAS, the Department desires to construct and maintain a drainage facility through and across the property of Grantors, And whereas, Grantors recognizing the benefits accruing to their said property through the construction and maintenance by the Department of roads and highways upon or in the vicinity of said property of Grantors

NOW, THEREFORE, In consideration of said benefits, and further consideration of \$ 100 and other valuable considerations, Grantors hereby release the Department, its successors and assigns, from all claims for damages by reason of the construction and maintenance of said drainage facility through and across the lands of Grantors, and Grantors hereby give, grant, bargain, sell and convey unto the Department, its successors, and assigns, an easement for the construction and maintenance of a drainage facility across and through the property of Grantors located in Selma Township, Johnston County, bounded as follows and being more fully described in a deed recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, JOHNSTON County Registry, said easement being described as follows:

Beginning at a point on the proposed northwest right of way boundary of SR 1003, said point being 60' northwest of and normal to survey station 16+90, survey line Y-3; thence northwesterly in a straight line to a point 84' northwest of and normal to survey station 16+90, survey line Y-3; thence northeasterly in a straight line to a point on the northern property line of the Grantors common to Durant Vick, et al, said point being 84' northwest of and normal to survey line Y-3; thence southeasterly along and with the aforesaid property line to a point on the northwest proposed right of way boundary of SR 1003, said point being 60' northwest of and normal to survey line Y-3; thence southwesterly along the proposed northwest right of way boundary of SR 1003, being along a straight line to the point of beginning.

This agreement is subject to the following provisions only: NONE.

There are no conditions to this agreement not expressed herein. Grantors, their heirs and assigns, hereby covenant to and with the Department that they are the sole owners of the hereinabove described property; that they solely have the right to grant this easement; and that they will defend and the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, we hereunto set our hands and seals the day and year first above written.

Roberts and Wellons, Inc. (SEAL) ATTEST: \_\_\_\_\_ (SEAL)

BY: E. J. Wellons, Jr. (SEAL) \_\_\_\_\_ (SEAL) SECRETARY

E. J. Wellons, Jr. PRESIDENT (SEAL) \_\_\_\_\_ (SEAL)

Accepted for the Department of Transportation

BY: \_\_\_\_\_ COUNTY \_\_\_\_\_ SUBJECT TO POWER EXECUTION

STATE OF NORTH CAROLINA: \_\_\_\_\_ COUNTY \_\_\_\_\_ a Notary Public for the above said County I, \_\_\_\_\_ and State do hereby certify that \_\_\_\_\_

personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

My Commission expires: \_\_\_\_\_ Notary Public

1097 PAGE 406

NORTH CAROLINA, JOHNSTON COUNTY

I, a Notary Public of the County and State aforesaid certify that ROSE D. WALSH  
 personally came before me this day and acknowledged that she is Secretary of  
WELLS, INC., a North Carolina corporation, and that by authority duly given and as the act of  
 the corporation, the foregoing instrument was signed in its name by its President Robert S. Roberts &  
 seal and attested by her as its Secretary Witness my hand and official stamp or seal,  
 this the 7th day of July, 19 88.  
 My Commission expires: October 6, 1990

*[Signature]*  
 Notary Public

The foregoing Certificate(s) of Patricia B. McKee, NP

is/are certified to be correct. This instrument and this certificate are duly registered on the 7 day of  
July, 19 88, in Book 1097, Page 405 at 12:22 o'clock P. M.

*[Signature]* REGISTER OF DEEDS FOR Johnston COUNTY  
 BY [Signature] Deputy/Assistant - Register of Deeds

Pro. \$ 1.50  
 Reg. \$ 2.00  
 Stamp \$ \_\_\_\_\_

5

V.

BOOK 1097 PAGE 407  
TEMPORARY DRAINAGE EASEMENT

NORTH CAROLINA

STATE HIGHWAY PROJECT 8.1236903

COUNTY OF Johnston

(Parcel 7) I. D. R-84-B

F. A. PROJECT E-56-2(20)

THIS DEED OF EASEMENT, entered into this the 7th day of July 19 88, by and between  
Roberts and Wellons, Inc., A North Carolina Corporation

hereinafter referred to as the GRANTORS, and the DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, hereinafter referred to as the Department;

W I T N E S S E S:

THAT the GRANTORS, for themselves, their heirs, successors, executors and assigns, for and in consideration of the sum of \$ 100 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant, and convey unto the DEPARTMENT, its successors and assigns, a temporary easement for highway purposes, subject to the terms and provisions hereinafter set forth, over a portion of real property described in deed(s) recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, and \_\_\_\_\_

In the Office of the Register of Deeds of Johnston County, said easement being described as follows:

Beginning at a point 84' northwest of and normal to survey station 16+90, survey line Y-3; thence northwesterly in a straight line to a point 155' northwest of and normal to survey station 16+90, survey line Y-3; thence northeasterly in a straight line to a point on the eastern property line of the Grantors common to Durant Vick, et al, said point being 155' northwest of and normal to survey line Y-3; thence southeasterly along and with the aforesaid property line to a point on the permanent drainage easement line, said point being 84' northwest of and normal to survey line Y-3; thence southwesterly in a straight line to the point of beginning. L

Said easement widths, station numbers, survey lines and additional easement areas being delineated on that set of plans for State Highway Project 8.1236903 on file in the office of the Department of Transportation in Raleigh, North Carolina, and also on a copy of said project plans which will be recorded, as required by law, in the Office of the Register of Deeds of Johnston County, to which plans reference is hereby made for greater certainty of description of the easement areas herein conveyed and for no other purpose.

This DEED OF EASEMENT is subject to the following terms and provisions only:

The above described temporary drainage easement shall terminate upon the completion of the construction of this project. L

There are no conditions to this DEED OF EASEMENT not expressed herein.

TO HAVE AND TO HOLD said temporary easement for highway purposes, subject to the terms and provisions hereinabove set forth, unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the said temporary easement; and that they will warrant and defend title to the same against the lawful claims of all persons whomsoever; and the GRANTORS, for themselves, their heirs, successors, executors and assigns, release the DEPARTMENT from any and all claims for damages by reason of said temporary easement herein conveyed over property of the GRANTORS and the past and future use thereof by the DEPARTMENT, its successors and assigns, for all purposes for which the DEPARTMENT, its successors and assigns, is authorized by law to subject the same, subject to the terms and provisions hereinabove set forth

IN WITNESS WHEREOF, we have hereunto set our hand and affixed our seals, this day and year first above written.

NORTH CAROLINA \_\_\_\_\_ COUNTY

Roberts and Wellons, Inc. \_\_\_\_\_ (S.S.)

The annexed certificate of \_\_\_\_\_

BY: [Signature] \_\_\_\_\_ (S.S.)

a Notary Public of \_\_\_\_\_ County,

E. J. Wellons, Jr. \_\_\_\_\_ PRESIDENT (S.S.)

North Carolina, is certified to be correct.

This \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

ATTEST: [Signature] \_\_\_\_\_ (S.S.)

By: \_\_\_\_\_  
Register of Deeds Assistant (Deputy)

Rose D. Kalsky \_\_\_\_\_ SECRETARY (S.S.)

\_\_\_\_\_ (S.S.)

ACCEPTED FOR DEPARTMENT OF TRANSPORTATION  
BY: [Signature]  
SUBJECT TO PROPER EXECUTION

WTN/lwf

Temporary Drainage easement  
Revised July 1977

JUN - 6 1988

US

1

DRAWN BY: M.T. Allen CHECKED BY: [Signature]

BOOK 1097 PAGE 408

NORTH CAROLINA, JOHNSTON COUNTY

I, a Notary Public of the County and State aforesaid certify that ROSE D. WAINSBURY, Secretary of ROBERTS & WELLS, INC., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by her as its Secretary Witness my hand and official stamp of seal, this the 7th day of July, 1988.

My Commission expires: October 6, 1990

*Stacia B. Snelko*  
Notary Public

The foregoing Certificate(s) of *Debra A. McKel* NP

is/are certified to be correct. This instrument and this certificate are duly registered on the 7 day of July, 1988, in Book 1097, Page 407 at 12:22 o'clock P.M.

*Debra A. McKel* REGISTER OF DEEDS FOR *Johnston* COUNTY

BY *W. H. H. H.* Deputy/Assistant - Register of Deeds

Pro. \$ 1.00  
Reg. \$ 4.00  
Stamp \$ \_\_\_\_\_

NORTH CAROLINA  
JOHNSTON COUNTY

R/H No. JO-50

GRANT OF EASEMENT

BOOK 1158 PAGE 209

06490

FOR AND IN CONSIDERATION of the payment of an agreed sum of money by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, I or we, ROBERTS & WELLOWS, INCORPORATED, hereinafter referred to as "Grantor" (whether one or more), do(es) hereby grant and convey unto North Carolina Natural Gas Corporation, a Delaware corporation, its successors and assigns, hereinafter referred to as "Grantee", the right to construct, maintain, inspect, operate, protect, repair, replace, change the size of, and/or remove a pipeline or pipelines and appurtenances, for the transportation of natural gas, or any other gases, liquids or substances which can be transported through a pipeline, together with the right of ingress and egress to and from the same for the purposes aforesaid, over, under, through and across lands of which the Grantor warrants he is the owner in fee simple, situated in Selma Township, Johnston County, State of North Carolina, said lands being more particularly described as follows, to-wit:

An easement and right-of-way fifty (50') feet in width, the northern margin of which is located thirty-five (35') feet perpendicular to and parallel with the length of the centerline of the ten (10") inch pipeline to be constructed and installed by Grantee on the above-described property of the Grantor and the southern margin of which is located fifteen (15') feet perpendicular to and parallel with said length of the centerline of the pipeline to be constructed and installed by Grantee on the property of Grantor more particularly described in that certain deed, dated April 25, 1958 and recorded in Book 561, page 113, in the Johnston County Public Registry. The location of said easement and right-of-way on Grantor's property is more particularly described in Exhibit "A" attached hereto and hereby incorporated herein.

TO HAVE AND TO HOLD said right of way and easement unto said Grantee, its successors and assigns continuously.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at not less than thirty-six (36") inches below the surface of the ground at the time of construction to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the surface of the above-described right of way and easement, subject to the rights and limitations herein provided for.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted right of way and easement. Grantor agrees not to build, construct or create, nor permit others to build, construct or create, any buildings, structures, paved roads, ditches or other improvements on the herein granted right of way and easement nor to do anything that will interfere with the normal operation and maintenance of the said line or lines.

For each additional pipeline installed within said right of way and easement after the first pipeline, Grantee shall pay the then owner(s) of the lands further encumbered thereby additional consideration equal to the sum of \$5.00 per lineal rod of pipeline.

Any payment due hereunder may be made directly to the said Grantor (or any one of its officers or partners, if Grantor be a corporation or partnership) or Grantor's personal representative(s), trustee(s) or agent(s). It is understood that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter hereof not herein expressed.

It is agreed however that nothing contained in this Agreement shall in any way prevent Grantee, its successors and assigns, from pledging or mortgaging its rights hereunder for security of its indebtedness, and the assignment to a trustee or trustees in connection therewith shall not obligate such trustee or trustees, mortgagee or mortgagees to perform the obligations of Grantee under this grant.

Whenever used herein the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

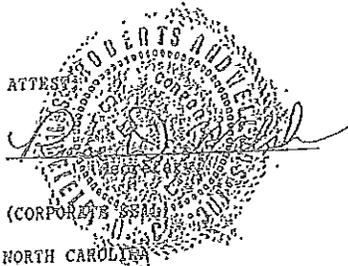
Gas service will be made available for the entire tract at no cost to the owner at anytime during the life of this easement.

BOOK 1158 PAGE 210

WITNESS the signature(s) and seal(s) of Grantor this 14 day of November, 1989.

ROBERTS & WELLONS, INCORPORATED

By: [Signature]  
President

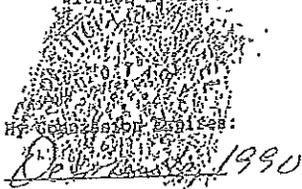


NORTH CAROLINA

COUNTY OF Johnston

I, [Signature] a Notary Public of said county and state, hereby certify that [Signature] personally appeared before me this day and acknowledged that she is Secretary of Roberts & Wellons, Incorporated, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by himself as its Secretary.

Witness by hand and official seal, this 14 day of November, 1989.



[Signature]  
Notary Public

State of North Carolina - Johnston County  
The foregoing certificate(s) of [Signature]  
Notary (Notaries) Public (are) certified to be correct.

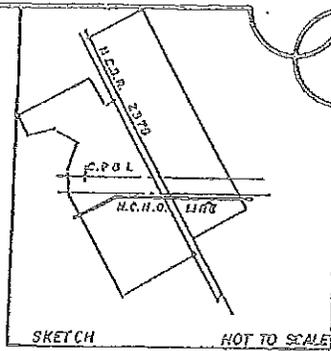
This instrument was presented for registration and recorded  
in Book 1158 Page 209 at 12:30pm  
This 4th day of November 1989 at [Signature]  
Register of Deeds

BOOK 1158 PAGE 211

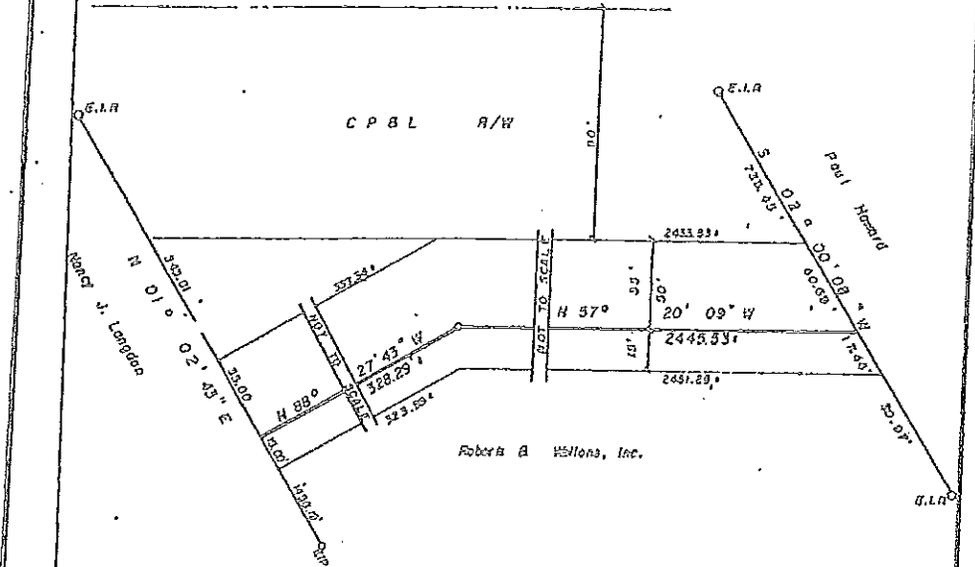
NZ 93103

ALL COURSES SHOWN ARE BASED ON THE NORTH CAROLINA COORDINATE SYSTEM

EXHIBIT A



Roberts & Wellons, Inc.



AREA OF H.C.H.G. EASEMENT  
3.18 ACRES

DEED REFERENCE  
D.B. 561 PG. 113  
TRACT No. 22

168.17 RODS

LEGEND:

E.I.R. = EXISTING EASEMENT  
 U.L.R. = UNDERLYING LAND RIGHTS  
 B.E.S. = BOUNDARY EASEMENT SURVEY  
 G.E.S. = GROUND EASEMENT SURVEY  
 P.P.B. = POINT BY DAY

C.P.B.L. = C.P.B.L. POWER  
 R.W. = RIGHT-OF-WAY  
 R/W = RIGHT-OF-WAY  
 C.L. = CENTER LINE  
 D.C.H.G. = DITCH, CHANNEL, ETC.

P.L. = POWER LINE  
 T.L. = TELEPHONE LINE  
 C.L. = GAS LINE  
 W.L. = WATER LINE  
 S.L. = SEWER LINE

**LINE 94 PARCEL 1050**  
 ALL LINES HAVE BEEN COMPUTED & ARE CORRECTED TO FEET, ANGLES HAVE BEEN COMPUTED IN DEGREES, IF A FULL SURVEY HAD BEEN MADE, THE AREA WOULD BE 3.18 ACRES.

EASTERN SURVEYING & SUPPLY, INC. - GASTON COUNTY, N.C.

I, \_\_\_\_\_, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION, FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. SAID DEED IS RECORDED IN DEED \_\_\_\_\_ PAGE \_\_\_\_ THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BOUND LINES PLATTED FROM INFORMATION FOUND IN DEED \_\_\_\_\_ PAGE \_\_\_\_ THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 67-30 AS AMENDED, WITNESSED BY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_.



**RAY AND ASSOCIATES, P.A.**  
 REGISTERED LAND SURVEYOR  
 1105 E. ASH STREET  
 GOLDSBORO NORTH CAROLINA

MAPPED FOR  
**NORTH CAROLINA NATURAL GAS CORPORATION**  
 &  
**ROBERTS AND WELONS, INC.**

SELMA TWR  
 APRIL 1989  
 JOHNSTON CO., N.C.  
 SCALE 1" = 50'

NORTH CAROLINA, DAYNE COUNTY  
 I, \_\_\_\_\_, NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT CHARLES RAY, JR. APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESSED BY HAND AND OFFICIAL SEAL OR STAMP THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_

\_\_\_\_\_  
 NOTARY PUBLIC      COMMISSION EXPIRES \_\_\_\_\_

# Site Plan



U.S. HWY 70 (BY-PASS)  
CONTROLLED ACCESS  
PUBLIC RIGHT-OF-WAY (WIDTH VARIES)

U.S. HWY 70 (BY-PASS)  
CONTROLLED ACCESS  
PUBLIC RIGHT-OF-WAY (WIDTH VARIES)



STEWART-PROCTOR, PLLC  
ENGINEERS and SURVEYORS  
378 CARRIAGE PATH SUITE 104  
RAVENHILL, NC 27834  
TEL: 919 772-1155 FAX: 919 772-1151

DATE: 04/10/2015	SURVEYED BY:	JOB:
SCALE: 1"=200'	DRAWN BY:	
REVISED:		

SHEET 2 OF 2  
"WELLONS FARM"  
ALTA/ACSM SURVEY FOR  
**WELLONS FARM, LLC**  
BEING A LEASE AREA AND PART OF  
TRACT 22 AS RECORDED AT DEED BOOK 551, PAGE 113  
AT THE JOHNSTON COUNTY REGISTRY

TOWN OF SELMA	NORTH CAROLINA
JOHNSTON COUNTY	

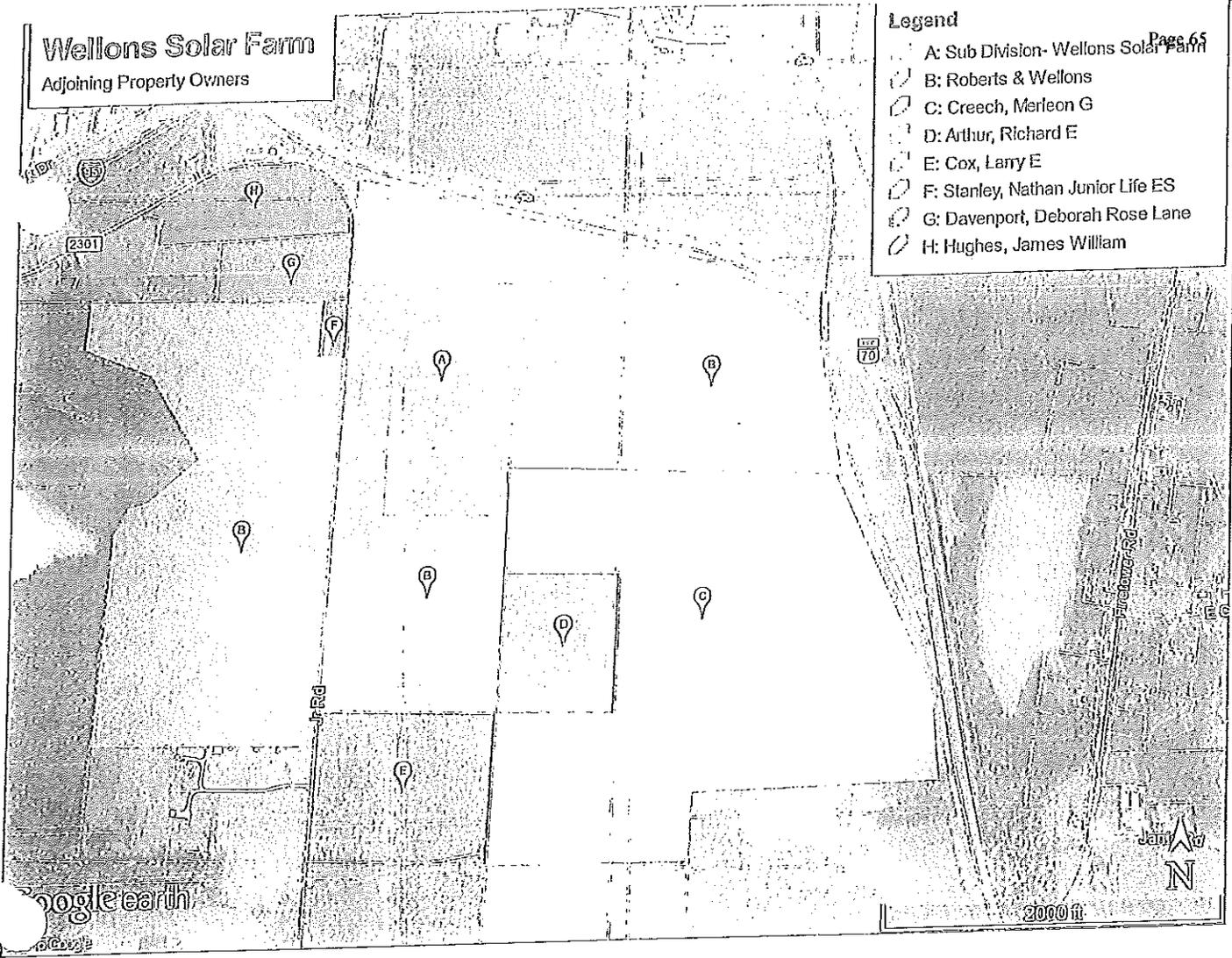
# Vicinity Maps

# Wellons Solar Farm

Adjoining Property Owners

## Legend

- A: Sub Division- Wellons Solar Farm
- B: Roberts & Wellons
- C: Creech, Merleon G
- D: Arthur, Richard E
- E: Cox, Larry E
- F: Stanley, Nathan Junior Life ES
- G: Davenport, Deborah Rose Lane
- H: Hughes, James William

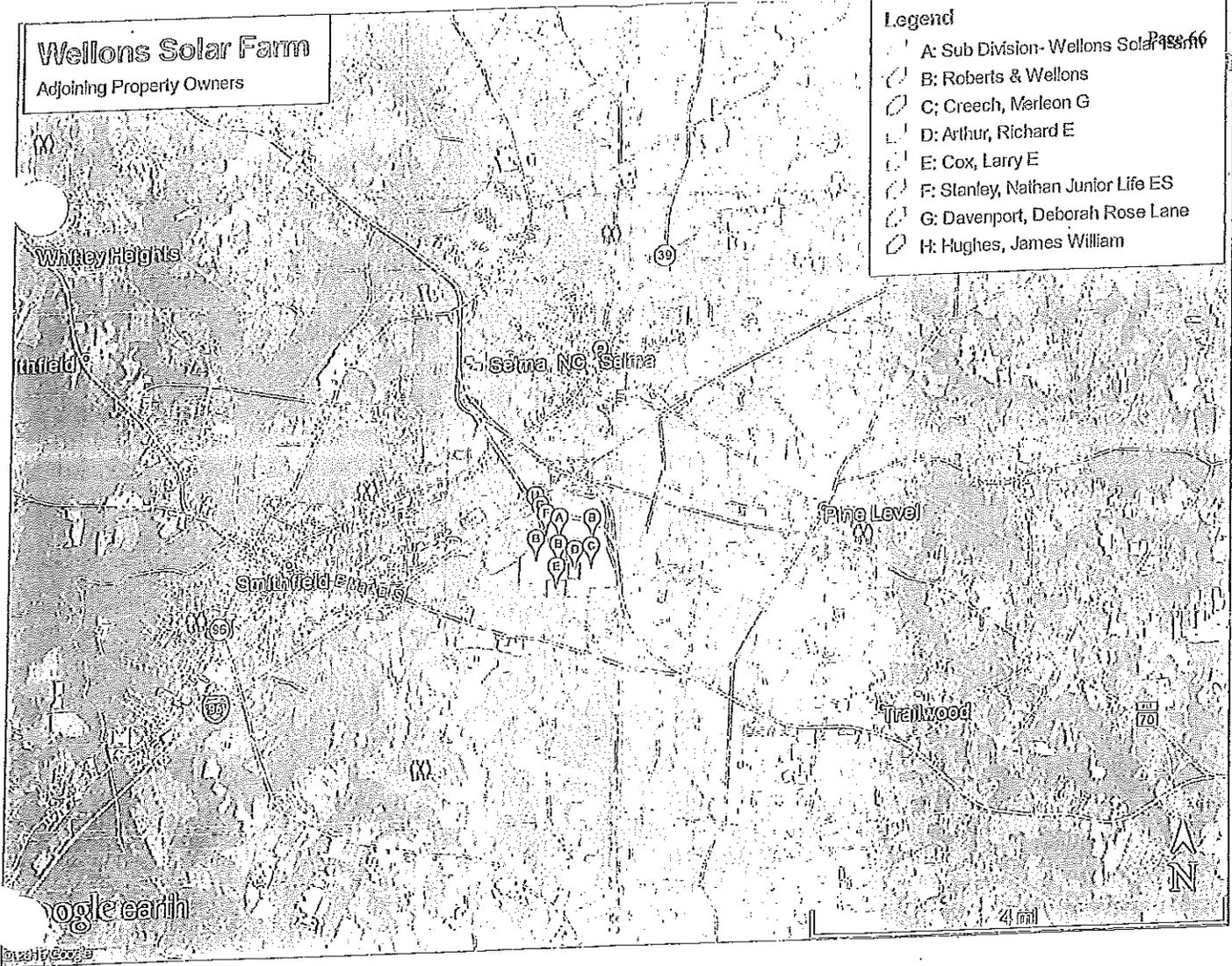


# Wellons Solar Farm

Adjoining Property Owners

## Legend

- A: Sub Division- Wellons Solar Farm
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- G: Davenport, Deborah Rose Lane
- H: Hughes, James William



# 10' Contours



# Wetlands Map



# Existing Utility Lines