STATE OF NORTH CAROLINA

COUNTY OF JOHNSTON

ELECTRIC UTILITY EASEMENT

SP0 FILE Number 51-ZD
Return to: NC Dept. of Administration
State Property Office
1321 MSC, Raleigh, NC 27699-1321

THIS EASEMENT, made and entered into this the 5th day of October 2007, by and between the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as GRANTOR, and the **TOWN OF SMITHFIELD,** a North Carolina municipal corporation, hereinafter referred to as GRANTEE;

W I T N E S S E T H :

THAT, WHEREAS, Charles L. Hill and wife, Kay R. Hill are the owners of that property located in Smithfield Township, Johnston County, North Carolina, described in Deed Book 2422, Page 681, Johnston County Registry, (hereinafter the "Property") which is encumbered by a Conservation Easement conveyed to the State of North Carolina on August 25, 2005 in Deed Book 2962, Pages 797, (hereinafter the "Conservation Easement"), Johnston County Registry;

AND WHEREAS, Charles L. Hill and wife, Kay R. Hill, (hereinafter the "Hills") conveyed to the Grantee an electric utility easement upon a portion of the Property encumbered by the Conservation Easement on May 2, 2006 in Deed Book 3113, Page 839, Johnston County Registry;

AND WHEREAS, the North Carolina Department of Administration and the North Carolina Department of Environment and Natural Resources, Ecosystem Enhancement Program, has authorized and approved the execution of this instrument for the purpose of conveying an electric utility easement to the Grantee, subject to the restrictions placed on the Property by the Conservation Easement;

AND WHEREAS, the execution of this instrument for and on behalf of the State of North Carolina has been duly approved by the Council of State by resolution adopted at a meeting held in the City of Raleigh, North Carolina, on the 6th day of March, 2007;

AND WHEREAS, the Grantee has consented to acceptance of all terms and condition of the electric utility easement being conveyed.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto Grantee, its successors, assigns, employees, agents and contractors, the right, privilege and easement to construct, operate and maintain underground electrical facilities, together with accessories and appurtenances necessary in connection therewith (hereinafter referred to as "facilities"), on a portion of the property described in Deed Book 2422, Page 681, Johnston County Registry, located in Smithfield Township, Johnston County, North Carolina, encumbered by a permanent Conservation Easement conveyed to the State of North Carolina on

August 25, 2005 in Deed Book 2962, Pages 797, Johnston County Registry, and more particularly described as follows:

> See Exhibit "A" hereto and incorporated herein by reference as fully as if set forth herein.

This electric utility easement is subject to all existing rights of way and easements on the Property.

Grantor reserves the right to utilize the area within the electric utility easement area for all purposes not inconsistent with the easement rights herein conveyed.

The facilities erected herein shall remain the property of Grantee. Grantee, its successors, assigns, employees, agents or contractors, shall have the right to inspect, rebuild, remove, repair, improve, relocate in the area above described, and make such changes, alterations or substitutions of its facilities as Grantee may from time to time deem advisable.

Grantee shall repair, replace or pay for the repair or replacement of all foliage, shrubbery, vegetation, roads, fences and any other improvements damaged by Grantee, it successors, assigns, employees, agents or contractors in the process of the construction, inspection, or maintenance or operation of Grantee's facilities, or in the exercise of its right of ingress and egress. Grantee agrees to be responsible for restoring the Property to the condition in existence at the time of construction.

It is further understood and agreed that this conveyance is made subject to the condition that the Grantee, its successors, assigns, employees, agents or contractors shall properly obtain all necessary permits required by State and federal law.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto said Grantee, its successors and assigns, for so long as Grantee maintains said underground electrical facilities and no longer.

IN TESTIMONY WHEREOF, the State of North Carolina, Grantor, has caused this instrument to be executed in its name by MICHAEL F. EASLEY, Governor, attested by ELAINE R. MARSHALL, Secretary of State, and the Great Seal of the State of North Carolina hereunto affixed, by virture of the power and authority aforesaid, all as of the date set forth in the notary acknowledgment below.

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

By: Elaine F. Marshall
Secretary of State

APPROVED AT TO FORM:

ROY COOPER
Attorney General

By: Ann W. Matthews
Assistant Attorney General

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, Jennell Baughman, a Notary Public of Johnston County and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by MICHAEL F. EASLEY, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 5th day of October, 2007.

JENNELL BAUGHMAN
Notary Public
Johnston County
State of North Carolina
My Commission Expires Nov 21, 2011

Jennell Baughman
Notary Public
Print Name: Jennell Baughman

My Commission Expires: 11-21-2011

IN TESTIMONY WHEREOF, the Town of Smithfield, Grantee, has caused this instrument to be executed in its name by NORMAN JOHNSON, MAYOR, attested by DEBBIE GODWIN, TOWN CLERK, and the Seal of the TOWN OF SMITHFIELD hereunto affixed, by virture of the power and authority aforesaid, all as of the date set forth in the notary acknowledgment below.

TOWN OF SMITHFIELD

By: _____
Norman Johnson, Mayor

TOWN OF SMITHFIELD
NORTH CAROLINA
Incorporated April 23, 1777

ATTEST:

By: _____
Debbie Godwin, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF

I, Lola M. Andrews, a Notary Public of Johnston County and State of North Carolina, do hereby certify that DEBBIE GODWIN, personally came before me this day and acknowledged that she is the Town Clerk for the Town of Smithfield, North Carolina, and that by authority duly given and as the act of the Town of Smithfield, the foregoing instrument was signed in its name by NORMAN JOHNSON, Mayor of the Town of Smithfield, sealed with the Seal of the Town of Smithfield, and attested by herself as Town Clerk of Smithfield.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 19th day of September, 2007.

_____
Notary Public
Print Name: Lola M. Andrews

LOLA M. ANDREWS
NOTARY PUBLIC
JOHNSTON CO., NC

My Commission Expires: 11/10/2007

EXHIBIT "A"

Electric Utility Easement to the Town of Smithfield

Being located in Smithfield Township, Johnston County, North Carolina and beginning at a point on the eastern right-of-way margin of S.R. 1007 (Brogden Road); said point being located S 18°-05'-12" E 449.93 feet from an existing iron stake at the centerline intersections of S.R. 1007 (Brogden Road) and S.R. 2546 (Old Dupree Road) as shown on a map prepared by K2 Design Group, P.A. of Goldsboro, North Carolina entitled "Construction Easement for Restoration Systems, LLC" and bearing a Surveyors Certification Date of July 5, 2005, recorded in Plat Book 67, Page 50 of Johnston County Register of Deeds, said Point of Beginning also being located on the northern edge of a conservation easement as shown on said map; thence, from the Point of Beginning and with the edge of said conservation easement N 63°-52'-38" E 10.23 feet, to a calculated point; thence leaving said conservation easement edge and crossing said easement; S 14°-03'-00" E 117.10 feet, more or less, to a calculated point and the southern perimeter of said easement; thence with said easements edge; S 63°-25'-40" W 10.24 feet, more or less, to the eastern right-of-way margin of S.R. 1007; thence with said right-of-way N 14°-03'-00" W 117.18 feet to the Point of Beginning containing 0.02 acres.