

RECORDED AND VERIFIED
 REBECCA P. TUCKER
 REGISTER OF DEEDS
 NEW HANOVER COUNTY, NC

1426 0287

TSH 2/16/88

Form prepared by Tharrington, Smith & Hargrove

AUG 10 8 39 AM '88

N.C. LONG FORM
 LINE Raleigh/Wilmington
 SURVEY STA. _____ TO _____
 MARKER _____ TO _____
 RW TRACT NC-NE-047000

After recording AT&T Communications, Inc.
 mail to: 800 Old Asphalt Road
 Kinston, North Carolina 28501

COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT AGREEMENT

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KNOW ALL MEN BY THESE PRESENTS: That the undersigned (hereinafter called "Grantor"), for and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$ 150.00) 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 (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 New Hanover County, North Carolina, and more particularly described as follows:

All that portion of the abandoned CSX Railroad Right-of-Way (see instrument recorded Book 1389, Page 1122 on September 9, 1987) acquired by Grantor pursuant to North Carolina General Statute §1-44.2, lying and being adjacent to that certain tract or parcel of land being in Harnett Township of New Hanover County, North Carolina, and being that property described by deed recorded in Deed Book 846, Page 604, New Hanover County Registry.

The west boundary of the right-of-way and easement shall be parallel to and ten (10) feet west 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 fifteen (15) 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.
- (5) Grantee shall have the right to clear and keep clear from the area of the easement all trees, overhanging limbs, roots, brush, and other obstructions from the surface and subsurface of said strip.
- (6) Grantee shall have the right, during all periods of construction, reconstruction, repair and removal, to use such additional work space as may be needed at stream and/or road crossings.

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.

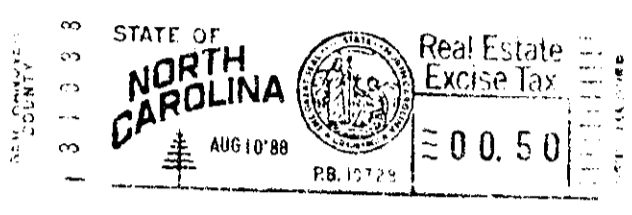
This instrument states the entire agreement between Grantor and Grantee, and merges in this instrument all statements, representations and covenants heretofore made by either Grantor or Grantee, or any of their representatives, and any agreements or representations not incorporated herein are void and of no force or effect.

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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 24TH day of MARCH, 1988.



GRANTOR(S)

(Seal)

(Seal)

(Seal)

Witness: _____

NORTH CAROLINA

COUNTY

STATE OF NORTH CAROLINA
New Hanover County
The foregoing Certificate of _____
following _____
Ann Q. Taylor, a Notary Public
is certified to be correct.
This the 10 day of Aug, 1988.

and State, certify that _____
this day and, being duly sworn, stated that in his presence _____
(Grantor) acknowledged the due execution of the foregoing
or seal, this _____ day of _____, 19_____.

Rebecca P. Tucker, Register of Deeds
By [Signature]
Deputy

Notary Public

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its corporate name, its corporate seal affixed, this 24TH day of MARCH, 1988.

Ogden Volunteer Fire Department, Inc.
(Corporate Name)

BY: [Signature]
President

ATTEST: [Signature]
Secretary



Witness: Michael S. Reams

NORTH CAROLINA
Lenoir COUNTY

I, a Notary Public for said County and State, certify that Michael S. Reams
(Witness) personally came before me this day and, being duly sworn, stated that in his presence [Signature]
Riggins acknowledged that he is _____ Secretary of Ogden Volunteer Fire Dept. Inc.
(Corporation), a N.C. (State) 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 official stamp or seal, this 16th day of May, 1988.

Ann Q. Taylor
Notary Public

My Commission Expires: 4-11-93