900K 1276 1216

RECORDED AND VERIFIED REBECCA P. TUCKER RECISTER OF DEEDS **NEW HANCYER CO. NC** 

#### LEASE AGREEMENT

THIS INDENTURE, made and entered into this \_\_\_ 30 th day of DECOMBER 1983, by between and **WRIGHTSBORO** VOLUNTEER FIRE DEPARTMENT, INC., of the County of New Hanover, State of North Carolina, hereinafter called Lessor, party of the first part, and the SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, hereinafter called Lessee, party of the second part,

### WITNESSETH:

That for and in consideration of the rents and covenants herein contained, Lessor hereby leases unto Lessee, its successors and assigns, the following described premises with the appurtenances in the City of Wilmington, County of New Hanover, State of North Carolina, to-wit:

Metes and Bounds survey description -- Attachment "A".

FOR USE AS A telecommunications equipment building together with support equipment.

TO HAVE AND TO HOLD the same for the term of twenty (20) years beginning on the 1st day of January, 1984, and ending on the 31st day of December, 2003, at an annual rental of One Thousand Eight Hundred Dollars (\$1,800.00) payable during the term hereof.

WARRANTY OF TITLE: Lessor generally warrants ownership of the fee simple title or right to execute this lease.

IMPROVEMENTS: Lessee agrees to maintain said premises in as good condition as when received, ordinary wear, tear, deterioration, and damage by the elements or unavoidable casualty excepted.

RENT PAST DUE: Lessee shall pay Lessor said rent as herein specified and if the rent hereunder shall remain due and unpaid for thirty (30) days after written notice from Lessor to Lessee, Lessor shall have the right to re-enter said premises and remove all persons, property and appurtenances therefrom.

SUBLET OR ASSIGNMENT: Lessor agrees that Lessee may sublet or assign said premises or any part thereof during the term herein created to a subsidiary or affiliated company.

**RETURNED TO** 

BANKS P. CLINE JR % Southern Bell PO BOX 30188 / 408 SNC Charlotte NC 28230

028506

## 1276 1217

CANCELLATION: Lessee shall have the right to cancel said lease after a period of ten (10) years from start date or any time thereafter with written notice of ninety (90) days of intent to terminate lease.

CONDEMNATION: If either a portion of the premises or the entire premises shall be appropriated or taken by eminent domain by any public authority, this agreement shall terminate as of the day of such taking and the Lessee shall thereupon be released from any further liability hereunder, and shall have the right to participate in the comdemnation award covering the value of improvements and alterations of said premises, if any have been performed.

LESSOR DEFAULT: If the Lessor is in default pursuant to the terms and conditions of any such mortgage or mortgages from a bona fide lender or lenders which may hereinafter be placed upon the demised premises, the Lessee shall have the privilege of curing such default and applying the cost of remedying such default to the reduction of the Lessee's liability for rent or any other charges hereunder, and recovering any excess from the Lessor.

QUIET POSSESSION: Lessor covenants that Lessee upon paying the rent in the manner herein provided and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy said premises for the term aforesaid.

ABATEMENT OF RENT: Should said premises be so damaged by the elements or other unavoidable casualty as to render them untenantable, this lease shall immediately cease and terminate and all advance payments of rents, if any, covering periods subsequent to the date of such damage shall be promptly refunded to Lessee.

RENEWAL: Lessee shall have the right to renew this lease, upon the same terms and conditions, for a further period of five (5) years from the date of the expiration of the primary term hereof, by giving written notice of its intention so to renew not less than ninety (90) days before the expiration of said primary term. The rental rate will be Two Thousand Four Hundred Dollars (\$2,400.00) per year during this five year renewal term.

Lessee shall have the right to renew this lease, upon the same terms and conditions, for a further period of five (5) years from the date of the expiration of the first renewal term hereof, by giving written notice of its intention so to renew not less than ninety (90) days before the expiration of said secondary term. The rental rate will be Three Thousand Dollars (\$3,000.00) per year during this second five year term.

# 1276 1218

TAXES: Lessee shall pay annual county taxes for the improvements made upon this property.

This document constitutes the entire agreement between the parties and all rights and obligations hereunder shall inure to and be binding upon the administrators, executors, successors and assigns of the respective parties hereto.

### SPECIAL STIPULATIONS:

- Any fencing required by Lessee shall not exceed six (6) feet from SLC-96 hut on all sides.
- 2. Lessee shall be granted ample turning space for a telephone company van along with a mobile generator which may require space outside the 60' by 60' leased space. And Lessor shall guarantee an unobstructed 15' wide right-of-way for ingress and egress to the hut.



IN WITNESS WHEREOF, the parties hereto have executed this lease in duplicate the day and year first above written.

ATTEST:

| Seal | L. B. SHERMAN - SECRETARY | (Seal)
| L. H. LONG | PRESIDENT | (Seal)

BELLSOUTH SERVICES AS AGENT FOR SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

ATTEST:

Ву

J. B. White Ir

President-Corporate Support

FORM APPROVED:

ELR

1276 1219

STATE OF NORTH CAROLINA COUNTY OF NEW HANOVER

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, L. B. Sherman and L. H. Long, to me well known to be the Secretary and President, respectively, of Wrightsboro Volunteer Fire Department, Inc., a corporation; and they severally acknowledged to and before me that they executed the foregoing instrument as such officers in the name and on behalf of said corporation and that they affixed thereto the corporate seal of said corporation, for the uses and purposes therein set forth and under the authority from said corporation.

Notary Public

My Commission Expires:

2-13.86

NOVER COUNTY IN

STATE OF GEORGIA COUNTY OF FULTON

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, J. B. WHITE, JR. and S.J. EVANS, to me well known to be the VICE PRESIDENT-CORPORATE SUPPORT and ASST. SECRETARY, respectively, of BELLSOUTH SERVICES, a corporation; and they severally acknowledged to and before me that they executed the foregoing instrument as such officers in the name and on behalf of said corporation and that they affixed thereto the corporate seal of said corporation, for the uses and purposes therein set forth and under the authority from said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in said State and County this 30 day of  $0 \in CEMBCR$ , A.D. 19843

Notary Public

My Commission Expires:

Michigan D. Charles Connection of Longo My Commission Cognes Oct. 20, 1987. (10 - 20 - 87)

STATE OF NORTH CAROLINA
New Hanover County
The Foregoing Certificates of
Lois W. Rivenbark and William
G. Redmond Notaries Public Our
jectified to be correct.
This the 10 day of Jan 19 85

Rebecca P. Tucker, Register of Deeds

By Thory Sue Ools,

Cast.