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Filed for registration 11 o'clock A.M. August 13, 1971 and duly recorded August 13, 1971 in Book 408, Page 19.

Mildred M. Thomas, Register of Deeds

RIGHT-OF-WAY AND EASEMENT August 13, 1971

INTERNATIONAL PAPER COMPANY
TO
CAROLINA POWER & LIGHT COMPANY.

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

KNOW ALL MEN BY THESE PRESENTS, That International Paper Company, a corporation, hereinafter sometimes referred to as "Grantor", in consideration of the sum of \$33,291.00 in hand paid by Carolina Power & Light Company, the receipt whereof is hereby acknowledged, does hereby grant unto the said Carolina Power & Light Company, hereinafter sometimes referred to as "Company", its successors and assigns, the right, privilege, and easement to go in and upon the following tracts of land of Grantor:

1. Mead Manucy Tract (N.C. 67-1), lying in Stump Sound Township, Onslow County, North Carolina, and being the land described as FIRST TRACT and THIRD TRACT in a deed dated May 23, 1938, and recorded in Book 186, page 175, Onslow County Registry;
2. S.A. Ottaway Tract (N.C. 67-23), lying in Stump Sound Township, Onslow County, North Carolina, and being the land described in a deed dated June 4, 1946, and recorded in Book 208, page 561, Onslow County Registry;
3. Wood-Sanders Tract (N.C. 67-51), lying in Stump Sound Township, Onslow County, North Carolina, and being the land described in a deed dated February 29, 1956, and recorded in Book 260, page 233, Onslow County Registry;
4. Robert Leary Tract (N.C. 67-38), lying in Stump Sound Township, Onslow County, North Carolina, and being the land described in a deed dated November 25, 1949, and recorded in Book 220, page 479, Onslow County Registry;
5. H.W. Lynch Tract (N.C. 67-1), lying in Stump Sound Township, Onslow County, North Carolina, and being the land described as TRACT NUMBER THREE in a deed dated July 12, 1939, and recorded in Book 186, page 517, Onslow County Registry;
6. M.N. Padgett Tract (N.C. 67-18), lying in Stump Sound Township, Onslow County, North Carolina, and being the land described in a deed dated June 5, 1947, and recorded in Book 212, page 365, Onslow County Registry;
7. May Hewitt Tract (N.C. 67-39), lying in Stump Sound Township, Onslow County, North Carolina, and being the land described as TRACT #17, Parcel A, Parcel B, and Parcel C in a deed dated September 29, 1950, and recorded in Book 224, page 27, Onslow County Registry;
8. Henry King Tract (N.C. 67-39), lying in Stump Sound Township, Onslow County, North Carolina, and being the land described as TRACT #3 in a deed dated September 29, 1950, and recorded in Book 224, page 27, Onslow County Registry;
9. J.F. Walton and Fred King Tract (N.C. 67-39), lying in Jacksonville Township, Onslow County, North Carolina, and being the land described as TRACT #27, Parcel C, in a deed dated September 29, 1950, and recorded in Book 224, page 27, Onslow County Registry;
10. J.B. Dawson Tract (N.C. 67-46), lying in Jacksonville Township, Onslow County, North Carolina, and being the land described in a deed dated April 5, 1954, and recorded in Book 248, page 403, Onslow County Registry;
11. W.D. Burton Tract (N.C. 67-65), lying in Jacksonville Township, Onslow County, North Carolina, and being the land described in a deed dated January 15, 1963, and recorded in Book 318, page 482, Onslow County Registry;

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 described, one or more 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;

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;

(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; however, except in case of emergency, no trees will be cut on said lands without thirty (30) days written notice to International Paper Company, at its Woodlands Office, in Georgetown, South Carolina;

(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 aforesaid right of way strip herein granted over the above described land is in eight non-contiguous segments. The first seven segments of said strip are one hundred (100) feet wide, extending fifty (50) feet on each side of the survey lines which are more particularly described as follows:

FIRST SEGMENT:

Beginning in a northern property line of Atlantic Creosoting Company, Inc., and a southern property line of Grantor's Mead Manucy Tract (N.C. 67-1), at a stake which is located North 77 degrees 24 minutes 09 seconds East 588.78 feet from an iron pipe marking a southeastern corner of Grantor's said Tract; and runs thence North 15 degrees 24 minutes 15 seconds East 1,149.41 feet, more or less, to a northwestern property line of Grantor's said Tract and a southeastern property line of Corbett Package Company, as shown and described on Company Drawing No. RW-A-1895.

SECOND SEGMENT:

Beginning in a southwestern property line of Lester Raynor and a northeastern property line of Grantor's S.A. Ottaway Tract (N.C. 67-23), at a stake which is located North 63 degrees 33 minutes 18 seconds West 605.55 feet from a southwestern corner of Lester Raynor, a northwestern corner of Corbett Package Company, and a northeastern corner of Grantor's said Tract; and runs thence South 15 degrees 24 minutes 15 seconds West 2,460.82 feet, more or less, to a southeastern property line of Grantor's said Tract and a northwestern property line of Corbett Package Company, as shown and described on Company Drawing No. RW-A-1924.

THIRD SEGMENT:

Beginning in a southern property line of the James C. Padgett Estate and a northern property line of an area of land embracing Grantor's Robert Leary Tract (N.C. 67-38), Wood-Sanders Tract (N.C. 67-51), and Mead Manucy Tract (N.C. 67-1), at a stake which is located South 88 degrees 22 minutes 56 seconds West 377.45 feet from an iron marking a southwestern corner of Murphy Padgett and a southeastern corner of the James C. Padgett Estate; and runs thence South 10 degrees 15 minutes 46 seconds West 3,975.00 feet to a point having North Carolina Co-ordinates Y-307,681.064 and X-2,424,877.480; and thence South 15 degrees 24 minutes 15 seconds West 9,684.56 feet, more or less, to a southern property line of Grantor's said land and a northern property line of Riegel Paper Corporation, as shown and described on Company Drawing No. RW-A-1924.

FOURTH SEGMENT:

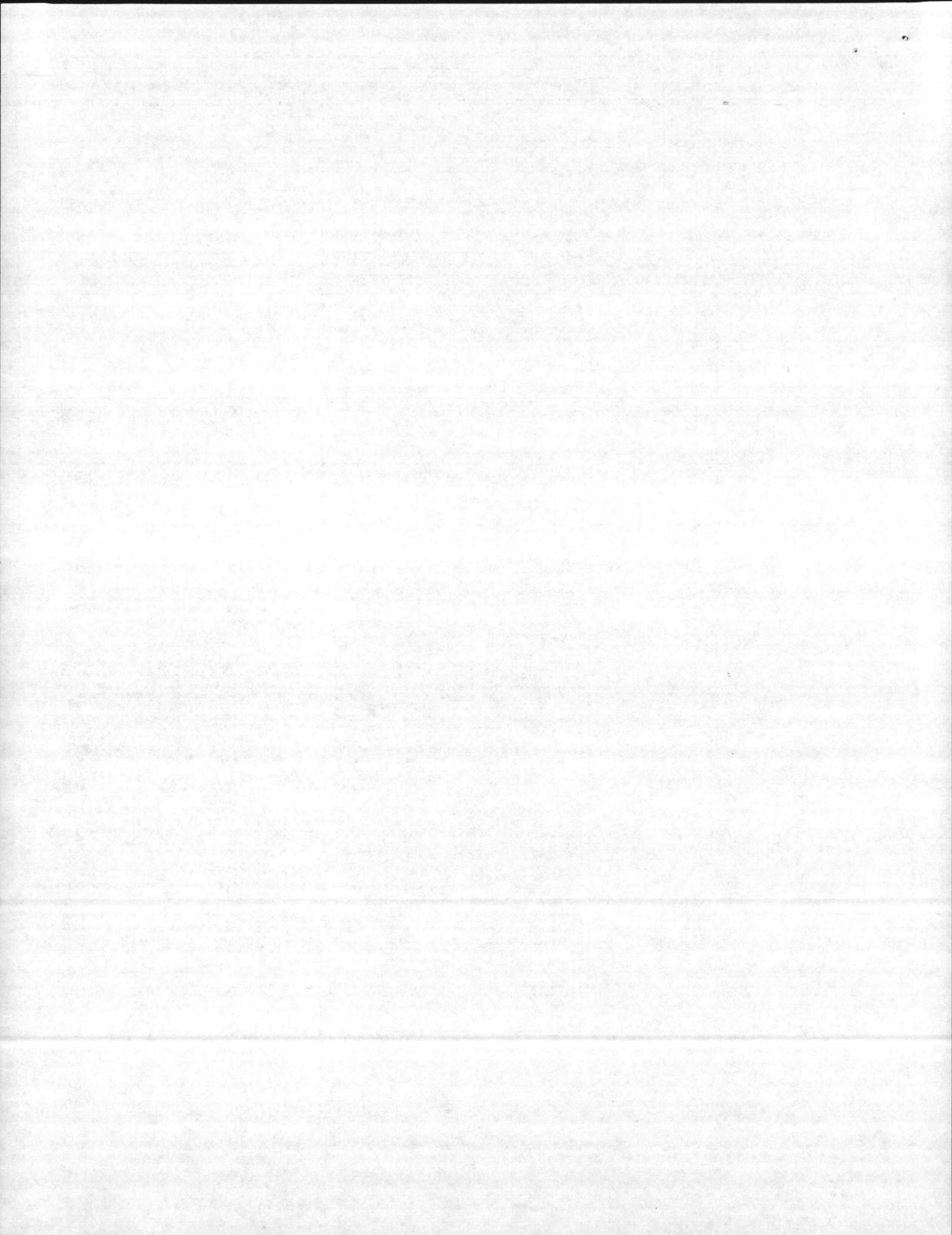
Beginning in a southern property line of Willie R. Justice and a northern property line of Grantor's Mead Manucy Tract (N.C. 67-1), at a stake which is located North 79 degrees 03 minutes 14 seconds West 346.60 feet from an iron pipe marking a southeastern corner of Willie R. Justice; and runs thence South 10 degrees 15 minutes 46 seconds West 11,841.37 feet, more or less, to a southwestern property line of Grantor's said Tract and a northeastern property line of Elisha T. Padgett, in the center line of a creek, as shown and described on Company Drawing No. RW-A-2056.

FIFTH SEGMENT:

Beginning in a northern property line of Willie R. Justice and a southern property line of an area of land embracing Grantor's May Hewitt Tract (N.C. 67-39), M.N. Padgett Tract (N.C. 67-18), Mead Manucy Tract (N.C. 67-1), and H.W. Lynch Tract (N.C. 67-1), at a stake which is located North 88 degrees 13 minutes 44 seconds West 871.25 feet from a northeastern corner of Willie R. Justice; and runs thence North 10 degrees 15 minutes 46 seconds East 10,391.97 feet, more or less, to a northwestern property line of Grantor's said land and a southeastern property line of Nick Rawls, as shown and described on Company Drawing No. RW-A-2056.

SIXTH SEGMENT:

Beginning in a northeastern property line of H.E. Williams and a southwestern property



contract or operation of law, shall release it from any obligations or liability imposed on it hereunder, but it and such assigns or transferees shall be jointly and severally responsible therefor.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto Carolina Power & Light Company, its successors and assigns, so long as the same shall be used in supplying electricity for public use.

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; and that the said Grantor has done no act to encumber the title to said lands.

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 23rd. day of July, 1971.

CORPORATE SEAL

INTERNATIONAL PAPER COMPANY
By: F.C. Gragg, Vice President

ATTEST: John R. Shinnery
Assistant Secretary

Stamped and Cancelled \$33.50
"REV. STAMPS AFFIXED"

STATE OF ALABAMA
COUNTY OF MOBILE

I, LaTrelle D. Webb, a Notary Public in and for the State and County aforesaid, do hereby certify that John R. Shinnery personally appeared before me this day and acknowledged that he is Asst. Secretary of International Paper Company, 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 Vice President, sealed with its corporate seal, and attested by himself as its Asst. Secretary.

Witness my hand and notarial seal, this 23rd. day of July, 1971.

N.P. Seal
My com. exp: August 1, 1973.

LaTrelle D. Webb, Notary Public

NORTH CAROLINA - ONSLOW COUNTY.

The foregoing certificate of La Trelle D. Webb, is certified to be correct. This instrument was filed for registration at 9 o'clock A.M., and recorded in this office in Book 408, page 20.

This 13 day of August, 1971.

Mildred M. Thomas, Register of Deeds
DEED AND EASEMENT
August 13, 1971

QUALITY OIL COMPANY"
TO
CAROLINA POWER AND LIGHT COMPANY

408-23

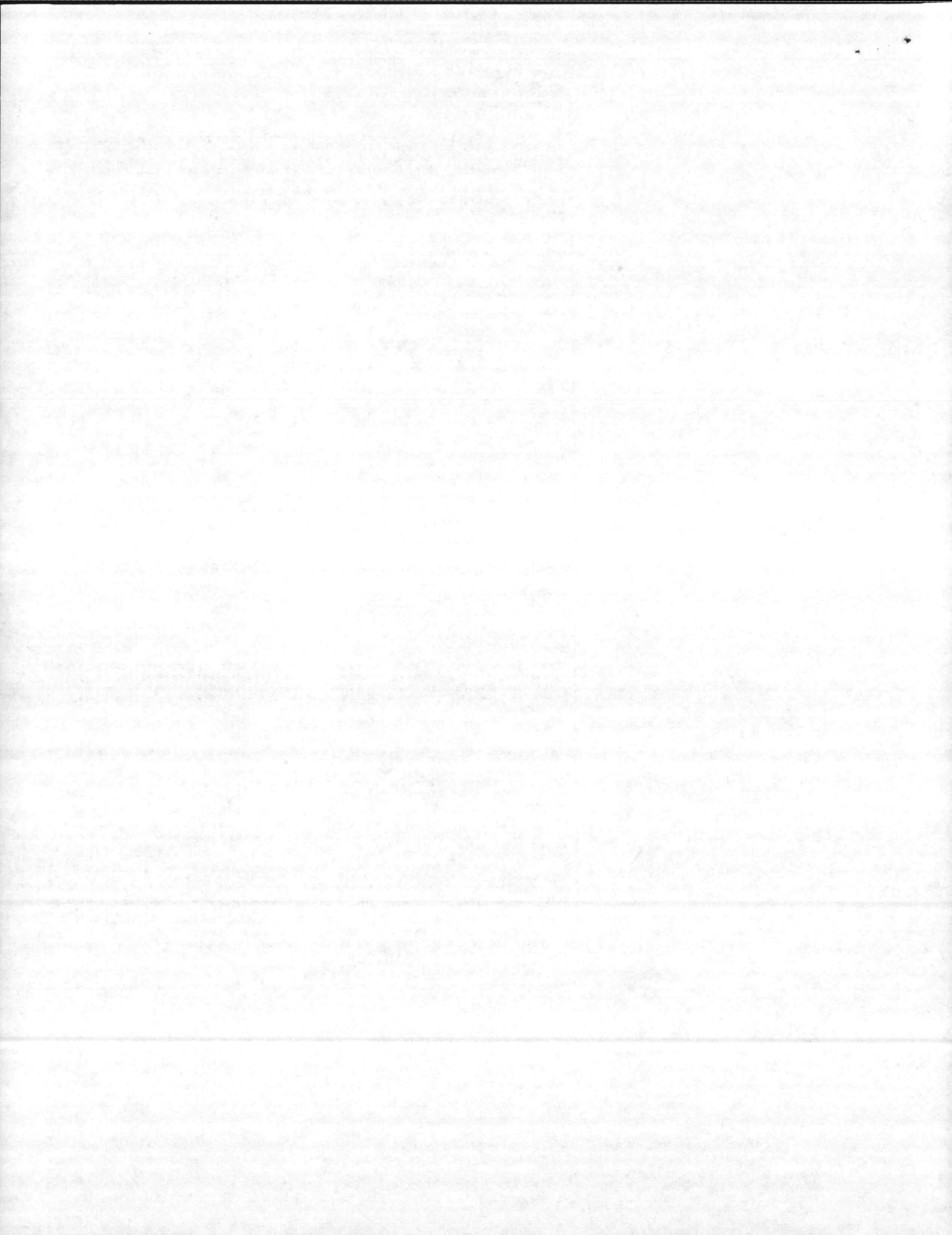
NORTH CAROLINA
ONSLow COUNTY

THIS DEED AND EASEMENT, made and entered into this 15th. day of July, 1971, by and between Quality Oil Company, a partnership, by Bert Bennett, partner, party of the first part, and Carolina Power & Light Company, a corporation organized and existing under the laws of the State of North Carolina, with its principal office in the City of Raleigh, North Carolina, party of the second part,

WITNESSETH:

That the party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby duly acknowledged, has bargained and sold, and by these presents do grant, bargain, sell, and convey unto the said Carolina Power & Light Company, party of the second part, its successors and assigns, the following described tract or parcel of land, lying and being in the City of Jacksonville, Onslow County, North Carolina:

BEGINNING at an iron stake in the northern edge of the right of way of proposed Doris Avenue extended, which is 986.34 feet measured along the said edge of the proposed right of way in a southeastern direction from a point in the eastern edge of the right of way of Henderson Drive; said point in Henderson Drive being North 19 degrees 50 minutes East 60.0 feet from Roy Wrenn's northwestern corner which is shown on a map of the Quality Oil Company property, dated January 7, 1971, prepared by Tidewater Associates, Inc., Jacksonville, North Carolina and recorded in Map Book 11, page 64 for a more complete description; thence from said beginning in the proposed Doris Avenue North 07 degrees 04 minutes west 523.96 feet to an iron stake in the Plaza Associates of Jacksonville, Inc., line; thence following its line North 85 degrees 07 minutes East 529.40 feet to an iron stake; cornering and running thence South 07 degrees 04 minutes East 503.73 feet to an iron stake in the northern edge of the proposed right of way of Doris Avenue; thence following said edge of the last mentioned right of way South 82 degrees 56 minutes West 528.93 feet to the point of BEGINNING, containing 6.25 acres, more or less.



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STATE OF NORTH CAROLINA;
COUNTY OF ONSLOW;

WHEREAS, International Paper Company, a corporation under the laws of the State of New York, hereinafter referred to as the Grantor, is the owner of two tracts of land in Onslow County, North Carolina, one tract known as Onslow Development Company or Holly Shelter Tract, and the other tract known as Spicer Bryan Tract; both of which tracts of land were conveyed to Southern Kraft Corporation by P. O. Mead and A. N. Manucy, and

WHEREAS, said lands were acquired by Grantor for the purpose of growing, protecting, conserving and removing timber, trees and pulp wood, and for such other purposes as it may desire in the operation of its pulp and paper mill located in Georgetown County, State of South Carolina, and

WHEREAS TIDE Water Power Company, a corporation under the laws of the State of North Carolina, with offices in Wilmington, North Carolina, hereinafter referred to as the Grantee, desires a right of way and easement over said lands for the purposes hereinafter mentioned, now therefore

KNOW ALL MEN BY THESE PRESENTS that International Paper Company, a corporation under the laws of the State of New York, for and in consideration of the sum of One (\$1.00) Dollar to it in hand paid by Tide Water Power Company, a corporation under the laws of the State of North Carolina with offices in Wilmington, North Carolina, and for the further considerations hereinafter mentioned, hereby gives and grants to said Tide Water Power Company, its successors and assigns, a right of way measuring One Hundred (100) feet in width and extending across said lands along a line running approximately North and South and approximately parallel with United States Highway #17 and a right of way of Atlantic Coast Line Railroad, a distance of Twenty five Thousand One Hundred and Six (25,106) feet or fifteen hundred and twenty one and one half (1521.5) rods, all of which is shown and designated on the plat hereto attached, for the purposes and with the right to construct, erect, operate and maintain a power line with the necessary wires, cross arms, guy wires, service and tap lines and other usual fixtures and appurtenances used or adopted in the transmission of electric current, heat, power or any other purposes usually connected therewith, together with the right, privilege and authority to cut or trim trees from time to time on and along said right of way and to cut and trim trees and limbs off the right of way which in falling might endanger the line or interfere with its proper operation and to generally keep the right of way free of obstructions which might interfere with the proper use of the line. The center line of said transmission line is described as follows:

SPICER - BRYAN TRACT

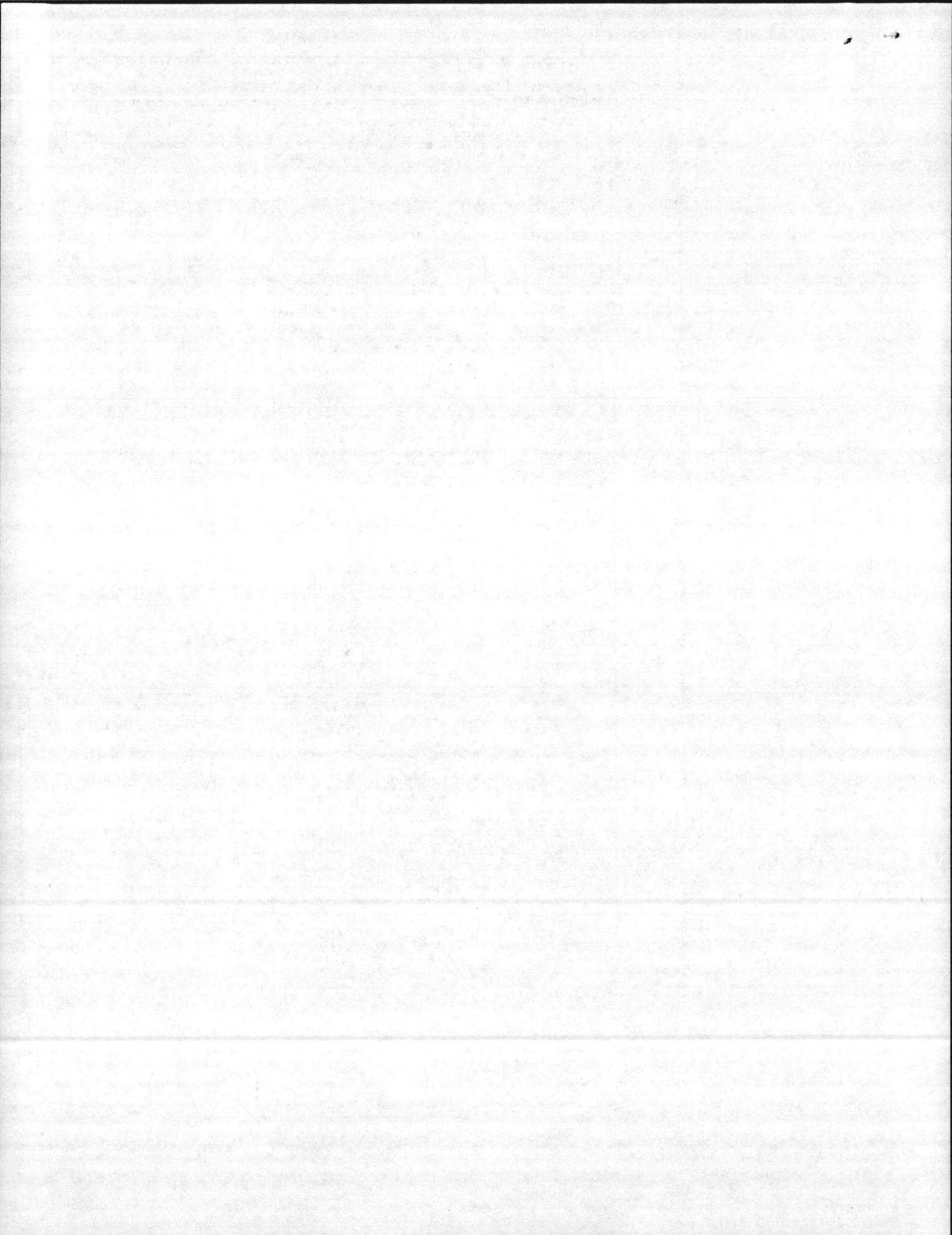
Beginning at a point in the westerly line of property of Southern Kraft Corporation and the easterly line of property of Wade J. Everett, said point being 1027 feet more or less, southerly from an iron pipe, the North West corner of said property of Southern Kraft Corporation, as measured along said westerly property line; thence across said property by a line North 41 degrees 33 East (Mag. 1941) 780 feet, more or less, to a point; thence continuing across said property North 0 degrees 58 East (Mag. 1941), 690 feet, more or less, to a point in the northerly line of said property of Southern Kraft Corporation and on the Southerly side of the Old Wilmington Road, said latter point also being 744 feet, more or less, easterly from the aforementioned iron pipe, the North west corner of said property as measured along said Northerly property line.

HOLLY SHELTER TRACT OR ONSLOW DEVELOPMENT COMPANY TRACT

Beginning at a point in a Southerly line of property of the Southern Kraft Corporation and the Northerly line of property of The Roper Lumber Company known as Tract #56, said point also being 1000 feet, more or less, as measured Westerly at right angles, from the Westerly right of way of the Atlantic Coast Line Railroad; thence across said property by a line North 25 degrees 26 East (Mag. 1941) 1072 feet, more or less to a point or angle, thence continuing across said property by a line North 7 degrees 00 East (Mag. 1941) 12681 feet, more or less to a Northern line of said property of Southern Kraft Corporation and a Southern line of property of J. A. Gallagher, said point also being 638 feet, more or less, Westerly from an eastern corner of said property marked on the ground, as "S K 13"; thence excepting the line across the aforementioned property of J. A. Gallagher by a line North 7 degrees 00 East (Mag. 1941) 2,632 feet, more or less, to begin again in the Northerly line of said property of J. A. Gallagher and a Southerly line of said property the Southern Kraft Corporation, said beginning also being 422 feet more or less, westerly from an iron pipe on Easterly corner; thence continuing across said property by a line North 7 degrees 00 East (Mag. 1941), 9883 feet more or less to a point in the Northern line of said property of the Southern Kraft Corporation and a southerly line of property of Eva Ward Loy, said latter point also being 110 feet, more or less, easterly from an iron pipe, a corner, and 241 feet, more or less, westerly from another iron pipe, a corner, both corners being on said Northerly property line which is 35 feet, more or less, in length and having a bearing of N. 44 degrees East (Mag. 1941).

It is mutually agreed and understood by and between the parties hereto as follows:

1. Grantee proposes to erect on said right of way Forty five (45) structures and



shall pay to Grantor Fifteen (\$15.00) Dollars for each structure so erected or the total sum of Six hundred seventy five (\$675.00) Dollars for the forty five (45) structures erected. Should any additional structures be erected Grantee shall pay to Grantor fifteen (\$15.00) Dollars for each additional structure. And as additional consideration for said right of way the Grantee shall pay to the Grantor fifty (50¢) cents per linear rod or the sum of Seven Hundred and Eighty and 78/100 (\$760.78) Dollars.

2. The Grantee shall burn all tree tops and all other debris and take the necessary precautions to prevent and reduce present and future fire hazards in its operations in the clearing and construction of said right of way and shall assume all responsibility for fire, caused by the grantee or its agents.

3. The Grantee shall be wholly and solely responsible for all its operations on said property and for any and all damages done or caused by its operations to persons or property and shall save and hold harmless the Grantor for all damages or losses on account thereof.

4. This grant is made subject to all easements, rights of way and liens of record in the State of North Carolina affecting the above described property.

5. The Grantor and the Grantee shall both have the right of ingress and egress over said right of way for purposes and uses in connection with their respective operations.

6. If the construction of Grantee's line interferes with the telephone service of the State Forestry Commission telephone lines, the Grantee shall remedy any physical interference or structure conflict by relocating the telephone line if such interference can not be otherwise cleared up. This is necessary because the use of the lands for timber growing is protected from fire by this telephone line.

7. The right of way and easement herein given and granted and all rights and privileges in connection therewith shall revert to the Grantor if and when the same shall cease to be used for the purposes herein mentioned and all poles, towers, wires, guy wires, and other property located at any time on said right of way and easement shall remain the property of grantee and may be removed by it at any time.

To the faithful performance of the covenants and agreements on its part as herein set forth the Grantor binds itself and its successors and assigns, and to the faithful performance of the covenants and agreements on its part as herein set forth the Grantee by its acceptance hereof, binds itself and its successors and assigns.

IN WITNESS WHEREOF the said International Paper Company hath caused these presents to be executed in its name by J. H. Friend, its Vice President, to be attested by H. S. Galloway, its Asst. Secretary, and its corporate seal to be affixed this 29th day of April, 1942.

Corp. Seal

INTERNATIONAL PAPER COMPANY (SEAL)
By J. H. Friend, Vice President

Attest: H. S. Galloway, Asst. Secretary

J. E. McCoffey
Mattie E. Griffith

STATE OF ALABAMA:
COUNTY OF MOBILE:

This is to certify that on the 29 day of April, 1942, before me Dave Levi Jr. a Notary Public, personally came, J. E. McCoffey with whom I am personally acquainted who, being by me duly sworn, says that J. H. Friend is the Vice President and that H. S. Galloway is the Assistant Secretary of the International Paper Company, the corporation described in and which executed the foregoing instrument; that he knows the common seal of the said corporation, that the seal affixed to the foregoing instrument is said common seal, that the name of the corporation was subscribed there to by the said H. S. Galloway and that the said J. H. Friend and H. S. Galloway subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said Corporation and that the said instrument is the act and deed of the said Corporation.

Witness my hand and Notarial Seal, this the 29th day of April, 1942.

Dave Levi, Jr., Notary Public.

N. P. Seal
My Comm. Ex. Jan. 3, 1943.

ACCEPTED
TIDE WATER POWER COMPANY
BY ???

NORTH CAROLINA:
SONSLOW COUNTY:

The foregoing certificate of Levi, Jr., Notary Public of Mobile County, Ala. is

