BOOK 140

INDENTURE, made this 8th day of July 1965, by and between

Flora M.Becker & John E.Becker

Lee's Motel, U.S.Hwy.No.15, Walterboro,S.C.

of the near of Walterboro,S.C. County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of twelve & one half (12.5 ') feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Northerly by the lands of Road

Easterly by the lands of Blocker

Southerly by the lands of Grantor's

Westerly by the lands of U.S.Hwy.No.15

A tract of land containing 6.4 acres more or less located on the easterly side of U.S.Hwy.No.15 in North Walterboro,S.C.and being the same land conveyed to Grantors by William N.Kusterer.Right of Way enters Grantor's land from U.S.Hwy.No.15 thence extending across Grantor's land in an easterl direction ~~direction~~ paralleling and abuting a dirt road to the lands of Blocker. Right of Way being more fully shown on Dwg.No.AX-10520 of the South Carolina Natural Gas Co.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof fall within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for One hundred twenty five & 00/100 Dollars ($125.00) within 6 months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Mary Catherine Becker

Shealy G Pendon

Flora M Becker (SEAL)

Flora M.Becker (SEAL)

John E Becker (SEAL)

John E.Becker (SEAL)

(SEAL)

(SEAL)

(SEAL)

recorded 7/15/65
7/15/65

9 A. M.

Form RW-Gas 1 (5-58)

2.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Mary Catherine Becker and made oath that he saw the within named Flora M. Becker and John E. Becker sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with _____ Shealey G. Pendarvis in the presence of each other, witnessed the execution thereof.

X Mary Catherine Becker

Sworn to before me this 8th day of July, 1965.

John L. Bobo

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, do hereby certify unto all whom it may concern that Mrs. Flora M. Becker, the wife of the within named John E. Becker, did this day Before me appear, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinq unto the within named South Carolina Natural Gas Company, her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Flora M. Becker

Given under my hand and seal this 8th day of July, 1965.

Shealy G. Pendarvis
Notary Public for South Carolina

recorded 7/15/65 9 A. M.

BOOK 140

3

INDENTURE, made this 29th day of June, 19 65, by and between

Pierce Herndon

Walterboro, S.C.

of the near of Walterboro, S.C., County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee):

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of twenty five (25') feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tievers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the right to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Northerly by the lands of Grantor

Easterly by the lands of Daisy H.Crosby

Southerly by the lands of Grantor

Westerly by the lands of Right of Way of The South Carolina Natural Gas Co.

A tract of land containing 94 acres more or less located on the west side of U.S.Hwy. No.15 in North Walterboro,S.C.and being the same land conveyed to Grantor by his Father A.A.Herndon.

Right of Way begins at the Canadys-Walterboro right of way of The South Carolina Natural Gas Co. thence extending across Grantor's land in an easterly direction for a distance of 1900 ft.more or less to the lands of Daisy H.Crosby. Right of Way being more fully shown on Dwg.No.AX-10520 of the South Carolina Natural Gas Co.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, undergrowth, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth as that it will not interfere with the ordinary cultivation of said lands.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Two hundred seventy five Dollars ($275.00) within 6 months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include the ... as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed these presents the day and year first above written.

WITNESS:

Allen R. Herndon

John E. Ackerman

Pierce Herndon (SEAL)

Grace Herndon (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 7/16/65 9 A M

Form RW-Gas 1 (5-65)

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Allen R. Herndon and made oath that he saw the within named Pierce Herndon sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the execution thereof.

X Allen R. Herndon

Sworn to before me this 29th day of June, 1965.

John L. Bobo

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON RENUNCIATION OF DOWER

I, John L. Bobo, do hereby certify unto all whom it may concern that Mrs. Janie C. Herndon, the wife of the within named Pierce Herndon, did this day before me appear, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinq unto the within named South Carolina Natural Gas Company, her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Janie C. Herndon

Given under my hand and seal this 29th day of June, 1965.

John L. Bobo
Notary Public for South Carolina

recorded 7/15/65 9 A. M.

BOOK 140

5

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Fairfax 115KV Line

ACCT. NO. 1092

CHECK NO. D-244

July 21, 19 65

The undersigned hereby acknowledge receipt of timely payment of

Four Thousand and 00/100 ---------- Dollars ($ 4,000.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 28, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Octavia W. Kinsey — H. M. Kinsey (SEAL)

Shealy G. Pendarvis — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me Octavia W. Kinsey and made oath that he saw the within named H. M. Kinsey sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Octavia W. Kinsey

Sworn to before me this 21 day of July 19 65

Shealy G. Pendarvis
Notary Public for S. C.

Stamps affixed to Original $8.40

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19 }

(L. S.)

Notary Public for

Recorded 7/22/65 12 A. M.

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,
South Carolina, on the.....
day of.....A. D. 19.....,
at.....o'clock in the.....
and recorded in Book.....of Deeds
for said County on page.....

BOOK 140

7

State of South Carolina,

County of Colleton

June 14, 1965

KNOW ALL MEN BY THESE PRESENTS that I(We) John H. Smith and Richard H. Smith

Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

FORTY FEET (40-) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of I. W. Goodwin

Easterly by lands of W.B. Kinsey

Southerly by lands of Grantor

Westerly by lands of H. R. Robertson

Said track contains 62 acres, more or less, and being the same land deeded to Grantor by John B. Smith by deed dated September 18, 1950. Right-of-way enters Grantor's land from the land of W. B. Kinsey thence extending across Grantor's land in a westerly direction to the land of Edith Smith Hernandez.

Right-of-way to be as shown on DWG. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of

FIVE HUNDRED --00/100 Dollars ($ 500.00) within One Year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

John H. Smith (SEAL)

Richard H. Smith (SEAL)

WITNESS:

Charles E. Guy

Gladys S. Goodwin

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 7/22/65 12 A. M.

(L. S.)

Notary Public for

Form RW-3-SC-12-58

8

STATE OF SOUTH CAROLINA
COUNTY OF UNION

PERSONALLY appeared before me Gladys S. Goodwin and made oath that she saw the within named John H. Smith and Richard H. Smith sign, seal and as their act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that she with Charles E. Guy in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 14th day of June 1965. Gladys S. Goodwin

Charles E. Guy - seal affixed
Notary Public, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF UNION RENUNCIATION OF DOWER

I, Charles E. Guy do hereby certify unto all whom it may concern that Mrs. Mary Mabry Smith the wife of the within named John Hartford Smith did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower, of, in or to all and singular the premises within mentioned and release

Given under my hand and seal this 2nd day of July 1965. Mary M. Smith

Charles E. Guy, - seal affixed
Notary Public for S. C.

recorded 7/22/65 12 A. M.

9

INDENTURE, made this 23rd. day of July, 19 65. by and between

June S.Chaltraw and William J.Chaltraw

~~Rt. 2, Box. 89, Walterboro, S.C.~~

of the _____ of _____, County of _____ and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of 10 Plus or Minus, (10- -) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tiecovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Northerly by the lands of Daisy H.Crosby.

Easterly by the lands of Daisy H.Crosby.

Southerly by the lands of Grantors.

Westerly by the lands of Daisy H.Crosby.

~~AXx~~ A Tract containing 1.4 Acres more or less, located on the Westerly side of U.S.Hwy No. 15 in North Walterboro, S.C. and being the same Land conveyed to Grantors by Daisy H.Crosby, Right of Way enters Grantors lands from thelands of Daisy H.Crosby, thence Extending ~~across Grantors land in an easterly direction to the lands of~~ Daisy H.Crosby. Right of waybeing more fully shown on Dwg. No. AX 10520 of the South Carolina Natural Gas Co.

Grantors agree to remove all Shrubbery from Right of way before construction.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for One Hundred and No/100 Dollars ($ 100.00 within 6 month from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Randolph Murdaugh.

Janie H.Murdaugh.

June S.Chaltraw. (SEAL)

William J.Chaltraw. (SEAL)

_____ (SEAL)

_____ (SEAL)

Recorded July 27, 1965, at 4 p M. (SEAL)

_____ (SEAL)

_____ (SEAL)

Form RW-Gas 1 (5-58)

(L. S.)

Notary Public for _____

Form RW-3-SC-12-58

DEEDS

10

State of South Carolina,
County of Hampton. } ss

Personally appeared before me Janie H.Murdaugh. and made oath that he saw the within named June S.and William J.Chaltraw.

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Randolph Murdaugh. in the presence of each other, witnessed the due execution thereof.

Janie H.Murdaugh.

Sworn to before me this 23. day of June 1965., 19

Randolph Murdaugh. Jr.
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

State of South Carolina,
County of Hampton. } ss

RENUNCIATION OF DOWER

I, Randolph Murdaugh Jr., do hereby certify unto all whom it may concern that Mrs. June S.Chaltraw., the wife of the within named William J.Chaltraw., did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

June S.Chaltraw.

Given under my hand and seal this 23. day of July 1965., 19

Randolph Murdaugh Jr.
Notary Public for S. C.

RIGHT OF WAY GRANT

Line:

County:

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 140

11

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Walterboro Air Port Gas

ACCT. NO. 73

CHECK NO. 729 July 22, 1965

The undersigned hereby acknowledges receipt of timely payment of One Hundred and no/100 Dollars ($100.00), as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated _____, 19__, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS: Joseph Myers — Janie S. Chatham (SEAL)
Janie H. Murdaugh — William J. Chatham (SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Hampton

Personally appeared before me Janie H. Murdaugh and made oath that he saw the within named Janie S + William J. Chatham sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Randolph Myers in the presence of each other, witnessed the due execution thereof.

Janie H. Murdaugh

Sworn to before me this 23rd day of July, 1965

Joseph Myers Jr.
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19__

_____ (L. S.)

Notary Public for _____

4 P
7-27-65

Receipt Gas Form 2 (5-58)

WITNESS: Randolph Myers — Daisy H. Crosby (SEAL)
Janie H. Murdaugh — Daisy H. Crosby (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Form RW-Gas 1 (5-58)

4 P
7-27-65

(L. S.)

Notary Public for _____

Form RW-3-SC-12-53

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Natural Gas Company

Dated:....., 19.....

Received in the Clerk's Office of the County

of .....,

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

DEEDS

BOOK 140

13

INDENTURE, made this 23rd day of July, 19 65, by and between

Daisy H. Crosby

Rt. 2, Box 89, Walterboro, South Carolina

of the Town of Walterboro, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of (25') feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Northerly by the lands of Grantor

Easterly by the lands of Geraldine Blocker

Southerly by the lands of Grantor and Chaltrow

Westerly by the lands of Pierce Herndon

A tract of land containing 40 acres more or less located on the westerly side of US Hwy. 15 in North Walterboro, South Carolina, and being the same land conveyed to Grantor by W. H. Herndon. Right of way enters Grantor's land from the lands of Pierce Herndon thence extending across Grantor's land in an easterly direction for a distance of 1600 feet more or less to the lands of Geraldine Blocker. Right of way being more fully shown on Dwg. No. B-10579 of the the South Carolina Natural Gas Company, dated July 21, 1965, hereto attached.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Five Hundred and 00/100 ---------- Dollars ($ 500.00) within ---------- from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Daisy H. Crosby (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW-Gas 1 (5-58)

40

7-27-65

(L. S.)

Notary Public for

Form RW-3-SC-12-58

14

State of South Carolina,
County of Hampton } ss

Personally appeared before me James H. Murdaugh and made oath that he saw the within named Dewey H. Crosby

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Randolph Murdaugh, Jr. in the presence of each other, witnessed the due execution thereof. James H. Murdaugh

Sworn to before me this 7th day of July, 1965

Randolph Murdaugh, Jr.
Notary Public for S.C.

STATE OF SOUTH CAROLINA,
_____ County. } ss

Personally appeared before me _____ and made oath that he saw the within named

_____

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

_____

Sworn to before me this _____ day of _____, 19____.

_____
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19____

_____ (L. S.)

State of South Carolina,
County of _____ } ss

RENUNCIATION OF DOWER

I, _____, do hereby certify unto all whom it may concern that Mrs. _____, the wife of the within named _____, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this _____ day of _____, 19____

_____
Notary Public for S. C.

Line: _____
County: _____

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: _____, 19____

Received in the Clerk's Office of the County of _____, South Carolina, on the _____ day of _____, A. D. 19____, at _____ o'clock in the _____ noon and recorded in Book _____ of Deeds for said County on page _____

BOOK 140

157

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Walterboro Air Port Gas

ACCT. NO. 73

CHECK NO. 728 July 22, 1965

The undersigned hereby acknowledges receipt of timely payment of Five Hundred and no/100 ---------- Dollars ($ 500.00), as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated _____, 19____, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:
Joseph Murdaugh
Janie H. Murdaugh

Daisy H. Crosby (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

State of South Carolina,
County of Hampton }

Personally appeared before me Janie H. Murdaugh and made oath that he saw the within named Daisy H. Crosby sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Joseph Murdaugh in the presence of each other, witnessed the due execution thereof. Janie H. Murdaugh

Sworn to before me this 23rd day of July, 1965.
Joseph Murdaugh Jr.
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____
and made oath that _____ saw the within named _____
by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.
Sworn to and subscribed before me, this _____ day of _____ A. D., 19____
_____ (L. S.)
Notary Public for _____

7-12 7-65 4R

Receipt Gas Form 2 (5-58)

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Natural Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

DEEDS

17

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Walterboro Airport Gas Line

ACCT. NO. 73

CHECK NO. 1431 July 28, 1965

The undersigned hereby acknowledges receipt of timely payment of 8********** One Hundred twenty five & 00/100 ******** Dollars ($ 125.00), as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated July 8, 1965, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mary C. Becker — Flora M. Becker (SEAL)

John L. Bobo — John E. Becker (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Mary C. Becker and made oath that he saw the within named Flora M. & John E. Becker sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

Mary Catherine Becker

Sworn to before me this 28th day of July, 1965

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19

(L. S.)

Notary Public for

Recorded July 28, 1965 11 A. M.

Receipt Gas Form 2 (5-58)

Line:.....

County:.....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Natural Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of.....,

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

DEEDS

BOOK 140

19

INDENTURE, made this 27th day of July, 19 65, by and between

Geraldine Blocker

119 Howell St., Walterboro, S.C.

of the ____ of ____, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of ____ ( ) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tiecovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Northerly by the lands of Moyor

Easterly by the lands of Grantor

Southerly by the lands of Lee's Motel

Westerly by the lands of U.S.Hwy.No.15

This agreement is for the use of a dirt road for construction, maintainance and repairs for pipe line to Walterboro Airport Development bogining at U.S.Hwy.No.15 and extending in an easterly direction the approx. distance of 500 ft.more or less to a gate and other lands of Grantor.

This road being on the easterly side of U.S.Hwy.No.15 and being between the property of Moyors and Lee's Motel . Agreement being more full shown on South Carolina Natural Gas Co.Dwg.No.AX-10520.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for ____ ____ Dollars ($____) within 6 months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

John L. Bobo

Gerald C. Smoak

Geraldine Blocker (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 7/28/65 9 A. M.

Form RW-Gas 1 (5-58)

Notary Public for ____

Form RW-3-SC-12-58

DEEDS

20

State of South Carolina,
County of Colleton } ss

Personally appeared before me John L. Bobo and made oath that he saw the within named Geraldine Blocker

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 27th day of July, 19 65

Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this day of , 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: , 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 140

21

INDENTURE, made this 27th day of July, 1965, by and between

Geraldine Blocker

119 Howell St., Walterboro, S.C.

of the near of Walterboro, S.C., County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of twenty five (25') feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Northerly by the lands of Tract No.1 located on the westerly side of U.S.Hwy.No.15 in

Easterly by the lands of North Walterboro, S.C. bounded as follows North: Grantor, East:

Southerly by the lands of U.S.Hwy.No.15, South: Grantor and West; Crosby & Chaltraw. Right

Westerly by the lands of of Way enters Grantor's land from the lands of Crosby thence extending across Grantor's land in an easterly direction for a distance of 48 ft. to U.S.Hwy.No.15, Tract No.2 located on the easterly side of U.S.Hwy. No.15 in North Walterboro, S.C. bounded as follows North: Grantor, East: Walterboro Airport, South: Grantor and West: Booker, et.al. both tracts contain 125 acres more or less and being the same tracts conveyed to Grantor by G.I. Blocker. right of way enters Grantor's land from the lands of Booker thence extending across Grantor's land in an easterly direction for a distance of 2625 ft. more or less to the lands of Walterboro Airport. Right of Way being more fully shown on Dwg.No.AX-10520 of the South Carolina Natural Gas Co.

Grantor shall have all timber on this right of way.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for Four Hundred & no/100 ----------

---------- Dollars ($ 400.00) within 6 months from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

John L. Bobo

Gerald C. Smoak

Geraldine Blocker (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 7/28/65 9 A. M.

Form RW-Gas 1 (5-53)

Notary Public for

Form RW-3-SC-12-52

DEEDS

22

State of South Carolina,
County of Colleton } ss

Personally appeared before me John L. Bobo and made oath that he saw the within named Geraldine Blocker

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 27th day of July, 19 65

Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. } ss

Personally appeared before me _____ and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this _____ day of _____, 19____.

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19____
_____ (L. S.)

State of South Carolina,
County of _____ } ss

RENUNCIATION OF DOWER
Grantor a woman

I, _____, do hereby certify unto all whom it may concern that Mrs. _____, the wife of the within named _____, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this _____ day of _____, 19____

Notary Public for S. C.

Line: _____
County: _____

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: _____ 19____

Received in the Clerk's Office of the County of _____ South Carolina, on the _____ day of _____ A. D. 19____ at _____ o'clock in the _____ noon and recorded in Book _____ of Deeds for said County on page _____

BOOK 140

23.

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. 1092

CHECK NO. D-246

July 29, 19 65

The undersigned hereby acknowledge receipt of timely payment of Six Hundred and 00/100 ---------- Dollars ($ 600.00), in full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 25, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

E. Frances Hiott

Shealy G. Pendarvis

Bessie B. Hiott (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me E. Frances Hiott and made oath that he saw the within named Bessie B. Hiott sign, seal and as ~~his~~ her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

E. Frances Hiott

Sworn to before me this 29th day of July, 19 65

Shealy G. Pendarvis

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

_____ County }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19 _____

_____ (L. S.)

Notary Public for _____

Recorded 8/2/65 4 P. M.

Form RW-3-SC-12-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

DEEDS

BOOK 140

25

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-247 August 3, 19 65

The undersigned hereby acknowledge receipt of timely payment of ----------

One Hundred Ninety & 00/100 ---------- Dollars ($ 190.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 30, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

John C. Carter — Lutitia Carter (SEAL)

Shealy G. Pendarvis — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me John C. Carter and made oath that he saw the within named Lutitia Carter her sign, seal and as ~~XX~~ act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

John C. Carter

Sworn to before me this 3rd day of August, 19 65.

Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19 }

(L. S.)

Notary Public for

Recorded 8/9/65 11 A. M.

Form RW-3-SC-12-52

250

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of .....A. D. 19.....,

at .....o'clock in the .....

and recorded in Book .....of Deeds

for said County on page .....

26

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Walterboro Airport Gas Line

ACCT. NO. 73

CHECK NO. 1433 August 5, 1965

The undersigned hereby acknowledges receipt of timely payment of

Four Hundred and 00/100 ---------- Dollars ($ 400.00),

as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated July 27, 1965, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Shealy G. Pendarvis — Geraldine Blocker (SEAL)

John L. Bobo — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss.

Personally appeared before me John L. Bobo and made oath that he saw the within named Geraldine Blocker sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

John L. Bobo

Sworn to before me this 5th day of August, 1965.

Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County, }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)
Notary Public for _____

Recorded August 9, 1965 - 9 A. M.

Receipt Gas Form 2 (5-58)

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Natural Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....

South Carolina, on the.....

day of..... A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on Page.....

DEEDS

27

STATE OF SOUTH CAROLINA)
) CONTRACT OF SALE
COUNTY OF COLLETON)

THIS CONTRACT made and concluded at Walterboro, State aforesaid, this 5th day of August, 1965, by and between Lonnie T. Remley and Marion H. Remley, as parties of the first part, and King Petroleum Company, Inc., as party of the second part.

WITNESSETH:

1. The parties of the first part agree to sell and the party of the second part agrees to buy the following described property, upon the terms and conditions hereinafter set forth.

All that certain piece, parcel or tract of land, situate, lying and being in Horse Pen School District, in the County of Colleton, State of South Carolina, containing eight (8) acres, more or less, and bounded on the North by other lands of Lonnie T. and Marion H. Remley; on the East by other lands of Lonnie T. and Marion H. Remley and by the limited access right-of-way of the South Carolina Highway Dapartment in connection with the construction of I-95; on the South by State Road 34, the Southern boundary is to commence at the Western line of the limited access right-of-way of the South Carolina Highway Department in connection with the construction of I-95, and is to run in a Westerly direction to a canal, the Southern boundary to be approximately one thousand (1,000) feet in length; and on the West by a canal.

It is understood and agreed that the final conveyance will be made in accordance with a plat of survey to be prepared by a surveyor designated by the party of the second part and paid for by the party of the second part.

2. That the party of the second part agrees to pay to the parties of the first part, and the parties of the first part agree to accept from the party of the second part, for the purchase of said property the sum of Thirty Thousand and 00/100 ($30,000.00) Dollars, of which Two Hundred and 00/100 ($200.00) Dollars has been paid to the parties of the first part, the receipt whereof is hereby acknowledged, and the balance of Twenty-nine Thousand Eight Hundred and 00/100 ($29,800.00) Dollars will be deposited with Thomas M. Howell, Jr., Attorney at Law, to be disbursed by him when the deed and title is delivered to the party of the second part.

Recorded August 6, 1965, at 11:30 A.M.
A.B.Crosby, Clerk of Court.

3. That the deed and title is to be delivered to the party of the second part within fifteen (15) days after the South Carolina Highway Department has completed its plan, approved by the Bureau of Roads, for I-95 Interchange at State Road 34, or within one (1) year from the date hereof which ever occurs first.

4. That this Contract of Sale is conditioned upon the delivery of a good and marketable title to said property by the parties of the first part.

5. That the parties hereto agree that all taxes upon said property shall be prorated to the date of the delivery of the deed.

6. That this Contract shall be binding upon the heirs, executors, administrators, and successors of the parties hereto.

7. That the parties hereto further covenant and agree that this written Contract expresses the entire agreement between said parties, and may be enforced by either by specific performance and there is no other agreement oral or otherwise varying or modifying the terms of this agreement.

WITNESS our hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Gerald C.Smoak.

Cynthia B.Dantzler.

Janeal Stoltzer.

Thomas M.Howell Jr.

Lonnie T.Remley
Lonnie T. Remley

Marion H.Remley.
Marion H. Remley

KING PETROLEUM COMPANY, INC.

BY W.B.Wimberley.
W.B.Wimberley.

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY appeared before me Gerald C. Smoak who on oath says that he saw the within named Lonnie T. Remley and Marion H. Remley, sign, seal and as their act and deed deliver the within written Contract of Sale; and that he with Cynthia B. Dantzler witnessed the execution thereof.

Gerald C. Smoak.

Gerald C.Smoak.

SWORN to before me this
5th day of August, 1965.

(SEAL)
Notary Public for South Carolina
Thomas M.Howell Jr.

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY appeared before me Janeal Steltzer and made oath that she saw the within named King Petroleum Company, Inc. by W.B. Wimberley sign, seal and as its act and deed, deliver the within Contract of Sale; and that she with Thomas M. Howell, Jr. witnessed the execution thereof.

Janeal Steltzer.

SWORN to before me this
5th day of August, 1965.

Thomas M. Howell Jr.
(SEAL)
Notary Public for South Carolina

Recorded August 6, 1965, at 11;30 A.M

30

State of South Carolina,
County of Colleton } ss

July 21, 1965

KNOW ALL MEN BY THESE PRESENTS that I (We) Edith S. Hernandez and Gladys S. Goodwin Smoaks, South Carolina

I the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

FORTY FEET (40) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of I. W. Goodwin

Easterly by lands of W. B. Kinsey

Southerly by lands of Grantor et al

Westerly by lands of H. R. Roberston

Said tract containing 204 acres, more or less, and being the same land deeded to Grantor by John B. Smith by deed dated September 18, 1950. Right of way enters Grantor's land from the land of R. R. Smith and John H. Smith thence extending across Grantor's land in a westerly direction to the land of H.R. Robertson and A. L. Smoak.

Right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 18, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of THREE HUNDRED -----00/100 Dollars ($ 300.00) within One Year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS: Ada Marie Hagan.
Elizabeth Jones.

Edith S. Hernandez (SEAL)
Gladys S. Goodwin (SEAL)
Edith S. Hernandez (SEAL)
Gladys S. Goodwin. (SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded August 10th, 1965, at 2 P.M.

31

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me
sElizabeth Jones.

who made oath that she saw the within named Edith S.Hernandez and Gladys S.Goodwin sign, seal and as their act and deed, deliver the within written instrument and that he with Ada Marie Hagan witnessed the execution thereof

Sworn to before me this
21st July 1965 Elizabeth Jones

Shealy G.Pendarvis. (L.S.)
Notary Public for S. C.

BOOK 140

32

State of South Carolina }
County of Colleton }

KNOW ALL MEN BY THESE PRESENTS that I (We) I. W. Goodwin

Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

----SEVENTY ------- (-70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of W. B. Kinsey

Easterly by lands of W. B. Kinsey

Southerly by lands of Smith Estate

Westerly by lands of W. B. Kinsey

Said tract contains 59 acres, more or less, and being the same land deeded to Grantor by W. D. Kinsey by deed dated November 7, 1935. Right-of-way enters Grantor's land from the land of Grantor thence extending across Grantor's land in a northwesterly direction to the land of W. B. Kinsey. Right-of-way to be as shown on drawing of South Carolina Electric & Gas Company No. CP 10487, May 25, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tiecvers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of

----One Hundred 00/100 Dollars ($100.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 9th day of August, 19 65

I. W. Goodwin (SEAL)

I. W. Goodwin (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:
Elsie Betts Jones
Mary G. Henderson

recorded 8/16/65 12 A. M.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Elizabeth Jones and made oath that she saw the within named I. W. Goodwin sign, seal and as his act and deed deliver the within right of way granto for the uses and purposes therein mentioned, and that she with Shealy G. Pendarvis in the presence of each other, witnessed the execution thereof.

Elizabeth Jones

Sworn to before me this 9th day of August 1965.

Shealy G. Pendarvis - seal affixed
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Gladys S. Goodwin the wife of the within named I. W. Goodwin, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right abd claim of dower of, in or to all and singular the premises within mentioned and released.

Gladys S. Goodwin

GIVEN under my hand and seal this 9th day of August, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed.

Recorded August 16, 1965 12 A. M.

BOOK 140

34

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Joe T. Crosby and Nell P. Crosby
Hwy 21, Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of SEVENTY FEET (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON, State of South Carolina, bounded as follows:

Northerly by lands of Grantor et al
Easterly by lands of J. K. Strickland
Southerly by lands of Grantor et al
Westerly by lands of J. K. Strickland

Said tract contains 105 acres, more or less, and being the same land deeded to Grantor by F. Padgett by deed dated 19 . Right of way enters Grantor's land from the land of J.K. Strickland thence extending across Grantor's land in a northwesterly direction to the land of Strickland & Myers. Center line of right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company #CP-10487, May 25, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, blowers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damages to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of FIVE HUNDRED ---00/100 Dollars ($ 500.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 9th day of August, 19 65

WITNESS:
O P Robertson
Shealy G Roberson

Joe T. Crosby (SEAL)
Nell P. Crosby (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

recorded 8/16/65 12 A. M.

35

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me C. P. Robertson and made oath that she saw the within named Joe T. Crosby and Nell P. Crosby sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that she with Shealy G. Pendarvis in the presence of each other, witnessed the execution thereof.

C. P. Robertson

Sworn to before me this 9th day of August 1965.

Shealy G. Pendarvis - seal affixed
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Nell P. Crosby the wife of the within named Joe T. Crosby , did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right abd claim of dower of, in or to all and singular the premises within mentioned and released.

Nell P. Crosby

GIVEN under my hand and seal this day of August, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed.

Recorded August 16, 1965 12 A. M.

BOOK 140

36

State of South Carolina,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS that I (We) Wheeler M. Steedley
HWY 21, SMOAKS, SOUTH CAROLINA

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

SEVENTY FEET (-70-) feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON, State of South Carolina, bounded as follows:

Northerly by lands of J. K. Strickland

Easterly by lands of A. L. Smoak

Southerly by lands of Grantor et al

Westerly by lands of South Carolina Highway # 21

Said tract contains 46 acres, more or less, and being the same land deeded to Grantor by Freddie P. Ferra by deed dated 19 . Right-of-way enters Grantor's land from the land of A. L. Smoak thence extending across Grantor's land in a northwesterly direction to the land of J. K. Strickland. Center line of right-of-way to be as shown on DWG. of South Carolina Electric & Gas Company #CP-10487 dated May 25, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of EIGHT HUNDRED -----00/100 Dollars ($800.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 9th day of August, 19 65

Wheeler M. Steedley (SEAL)
Wheeler M. Steedley (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Katherine F. McTeer
Nealy G. Pendam

recorded 8/16/65 12 A. M.

37

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Shealy G. Pendarvis and made oath that/she saw the within named Wheeler M. Steedley sign, seal and as his act and deed deliver the within right of way grants for the uses and purposes therein mentioned, and that she with Katherine V. McTeer in the presence of each other, witnessed the execution thereof.

Shealy G. Pendarvis

Sworn to before me this 9th day of August 1965.

W. Gresham Meggett - seal affixed
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Inez McTeer Steedley the wife of the within named Wheeler M. Steedley , did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Inez McTeer Steedley

GIVEN under my hand and seal this ____ day of August, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed.

Recorded August 16, 1965 12 A. M.

BOOK 140

38

State of South Carolina,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS that I (We) W.W. Myers
Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar, ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of SEVENTY FEET (-70-) feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON, State of South Carolina, bounded as follows:

Northerly by lands of David Sauls

Easterly by lands of J. K. Strickland

Southerly by lands of J. M. Smoak

Westerly by lands of L. C. Smith

Said tract contains 115 acres, more or less, and being the same land deeded to Grantor by R. M. Kinsey by deed dated October 29, 1940. Right of way enters Grantor's land from the land of J. K. Strickland thence extending across Grantor's land in a northwesterly direction to the land of David Sauls. Center line of Right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company CP-10487 dated May 25, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, feovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of SIX HUNDRED FIFTY -------00/100-- Dollars ($650.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 9th day of August, 1965.

W.W. Myers (SEAL)
W. W. Myers (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Mrs. Carlene B. Myers
M. E. Conley

recorded 8/16/65 12 A. M.

Form SW-1-SC-6-63

39

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me M. E. Corley and made oath that she saw the within named W. W. Myers sign, seal and as his act and deed deliver the within right of way grants for the uses and purposes therein mentioned, and that she with Cachern B. Myers in the presence of each other, witnessed the execution thereof.

M. E. Corley

Sworn to before me this 9th day of August 1965.

Shealy G. Pendarvis - seal affixed
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Clara M. Myers the wife of the within named W. W. Myers , did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Clara M. Myers

Given under my hand and seal this 9th day of August, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed.

Recorded August 16, 1965 12 M.

BOOK 140

40

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) F. M. Kinsey
S. C. Hwy 217, Smoaks, South Carolina,

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of thirty (30') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton State of South Carolina, bounded as follows:

Northerly by lands of S.C. Hwy. No. ~~XXXX~~ # 217

Easterly by lands of Vernon Padgett

Southerly by lands of Vernon Padgett & H&B Railroad

Westerly by lands of Eugene Padgett

A tract of land containing 35 acres more or less and being the same tract conveyed to Grantor by Clara S. Padgett on Feb. 19, 1963. Right of way enters Grantor's land from the lands of Vernon Padgett thence extending across Grantor's land in a westerly direction to the lands of Eugene Padgett. Right of way being more full shown on South Carolina Electric & Gas Co. Dwg. No. CP-10300.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, [illegible] the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of -----One Hundred ----and oo/100 Dollars ($100.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 12th day of August, 1965

F. M. Kinsey (SEAL)
F. M. Kinsey (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Jean Kinsey
[illegible]

recorded 8/16/65 ~~12 A. M.~~

Form KW-1 80-4-69

2/-1

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Jean Kinsey and made oath that she saw the within named F. M. Kinsey sign, seal and as his act and deed deliver the within right of way grants for the uses and purposes therein mentioned, and that she with Shealey G. Pendarvis in the presence of each other, witnessed the execution thereof.

Jean Kinsey

Sworn to before me this 12th day of August 1965.

Shealy G. Pendarvis - seal affixed
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Edna J. Kinsey the wife of the within named F. M. Kinsey, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Edna J. Kinsey

GIVEN under my hand and seal this 12th day of August, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed.

Recorded August 16, 1965 12 A. M.

BOOK 140

42

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) F. M. Kinsey

Hwy 217 Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of five (5') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of SOUTH CAROLINA HWY # 217

Easterly by lands of Vernon Padgett

Southerly by lands of Vernon Padgett & R&B railroad

Westerly by lands of Eugene Padgett

A tract of land containing 35 acres more or less and being the same tract conveyed to Grantor by Clara S. Padgett on Feb. 19, 1963. Right of way enters Grantor's land from the lands of Vernon Padgett thence extending across Grantor's land in a westerly direction to the lands of Eugene Padgett. Right of way being more fully shown on South Carolina Electric & Gas Co., Dwg. No. CP-1o300.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of -----Fifty-----and 00/100 Dollars ($ 50.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 12th day of August, 19 65

F. M. Kinsey (SEAL)

F. M. Kinsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

recorded 8/16/65 12 A. M.

DEEDS

43

[illegible] CAROLINA
COUNTY OF [illegible]

[illegible] appeared before me Jean Kinsey and made [illegible] that she saw the within named F. M. Kinsey [illegible] and deed deliver the within right of way [illegible] and purposes therein mentioned, and that she with Shealy G. Pendarvis [illegible] of each other, witnessed the [illegible].

Jean Kinsey

[illegible] before me this 12th day of August [illegible].

Shealy G. Pendarvis - seal affixed
[illegible]

[illegible] CAROLINA
COUNTY OF [illegible]

[illegible] Shealy G. Pendarvis, [illegible] Public [illegible] Carolina, do hereby [illegible] Edna J. Kinsey [illegible] F. M. Kinsey, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Edna J. Kinsey

[illegible] by hand and seal this 12th day of August, [illegible].

Shealy G. Pendarvis, [illegible] Public [illegible] Carolina
seal affixed.

Recorded August [illegible], [illegible]

BOOK 140

44

INDENTURE, made this 13th day of August, 19 65, by and between

Walterboro Air Port Commission

of the Town of Walterboro, County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA NATURAL GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee and the additional consideration hereinafter set forth, Grantors hereby grant and convey to Grantee, its successors and assigns, a right of way of the width of Fifty (50) feet for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing pipe lines, together with valves, tieovers and appurtenant facilities, for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line, the Grantee to have the righ to select the route, under, upon, over, through and across the lands of Grantors situate in the County of Colleton, State of South Carolina, bounded and described as follows:

Northerly by the lands of Walterboro Air Port

Easterly by the lands of Walterboro Air Port

Southerly by the lands of Walterboro Air Port

Westerly by the lands of Geraldine Blocker, et al.

Right of Way enters grantor's land from the land of Geraldine Blocker, thence extending across grantor's land in an easterly direction to a lot on grantor's land to be used for a Metering Station. Said right of way and lot being more fully shown on drawing of South Carolina Natural Gas Company's No. AX-10520.

Together with the right from time to time to redesign, rebuild or alter said pipe lines and to install such additional pipe lines, apparatus and equipment as Grantee may at any time deem necessary and the right to remove any pipe line or any part thereof, all within the above described right of way.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way, and the right of entry upon Grantors' said lands for all of the purposes aforesaid. All pipe shall be buried to such depth so that it will not interfere with the ordinary cultivation of said land.

Provided, however, any damage to the property of Grantors (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said pipe line shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way.

Grantee shall tender, and Grantors shall accept, Grantee's check for _____ Dollars ($_____) within _____ from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written:

WITNESS:

Zola H. Campbell

Gerald C. Smith

WALTERBORO AIR PORT COMMISSION (SEAL)

BY: Howell H. Smith (SEAL)

Chairman (SEAL)

Fur Campbell (SEAL)

Sec. Treas (SEAL)

(SEAL)

(SEAL)

8-17-65
9 A.M.

Form RW-Gas 1 (5-58)

DEEDS

45

State of South Carolina,
County of COLLETON } as

Personally appeared before me Zola W. Campbell and made oath that he saw the within named Walterboro Airport Commission, by Howell H. Sweat, as Chairman; and F. W. Campbell, as Secretary-Treasurer,

sign, seal and as its act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

Zola W. Campbell

Sworn to before me this 12th day of August, 1965

Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } as

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of, 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

State of South Carolina,
County of } as

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Natural Gas Company her heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this day of, 19

Notary Public for S. C.

Line:
County:

RIGHT OF WAY GRANT

TO

South Carolina Natural Gas Company

Dated: 19

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 140

46

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I ~~XXXX~~ W. R. Kinsey
Highway 217, Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

-----SEVENTY--- (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of South Carolina Highway 217

Easterly by lands of I. W. Goodwin

Southerly by lands of Smith Estate

Westerly by lands of A. L. Smoak

Said tract contains 148 acres, more or less, and being the same land deeded to Grantor by Heirs to the Estate of Mattie R. Kinsey by deed dated October 15, 1942. Right-of-way enters Grantor's land from the land of I. W. Goodwin thence extending across Grantor's land in a northwesterly direction to the land of A. L. Smoak. Right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Co. No CP 10487, May 25, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of --------TWO HUNDRED FIFTY----00/100 Dollars ($250.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the [illegible] day of August 19..65

WITNESS:

[illegible]

[illegible]

[illegible] (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 8-19-65
12 a.m.

DEEDS

4-7

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY APPEARED before me John C. Carrere and made oath that she saw the within named W. B. Kinsey sign, seal and as act and deed deliver the within right of way grant for the uses and purposed therein mentioned, and that with in the presence of each other, witnessed the execution thereof.

John C. Carrere

Sworn to before me this 18th day of August, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON NO RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. the wife of the within

did this day appear before me and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal
this _____ August, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed.

recorded 8/19/65 12 A. M.

BOOK 140

48

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that ~~I~~ (We) We, M. L. Thomas, Jr. and Nellie Thomas Roessler, and Ben F. Thomas

Hwy 217, Smoaks, South Carolina,

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of Thirty (30) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Grantor, et al

Easterly by lands of H & B Railroad (Lightsey Bros.)

Southerly by lands of W. H. Varn and A. L. Smoak

Westerly by lands of W. H. Varn and J. M. Hiers

Said tract contains acres, more or less, and being the same land deeded to Grantor by Paul W. Thomas by deed dated , 1911. Right of way enters Grantor's land from the land of H & B Railroad (Lightsey Bros.); thence extending across Grantor's land in a westerly direction to the land of J. M. Hiers and W. H. Varn. Right of way to be as shown on drawing of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one ~~or more~~ lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; ~~and the right to remove, maintain, operate, replace and alter the pipe and thereunder place one line of pipe, all pipe to be located and kept so that no soil will be excavated within 25 feet of said pipeline, and the right to remove, from the easement herein granted, pipeline products or any trees which endanger the safe operation of said pipeline.~~

Together also with the right from time to time to redesign, rebuild or alter said lines and to install additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One Thousand Dollars ($ 1000.00) within 90 Days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 16th day of August, 1965.

M. L. Thomas Jr. (SEAL)
Nellie Thomas Roessler (SEAL)
Ben F. Thomas (SEAL)
(SEAL)
SEAL.
(SEAL)
(SEAL)

WITNESS:

recorded 8/19/65 12 A. M.

Form RW-1-63-6-62

47

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY APPEARED before me Evelyn S. Rhoad and made oath that she saw the within named M. L. Thomas, Jr. and Nellie Thomas Roessler and Ben F. Thomas sign, seal and as their act and deed deliver the within right of way grant for the uses and purposed therein mentioned, and that she with Ella Mae Thompson in the presence of each other, witnessed the execution thereof.

Mrs. Evelyn S. Rhoad

Sworn to before me this 16 (16) day of August, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Lila T. Thomas, wife of Ben F. Thomas and Julia Helen S. Thomas the wife of the within M. L. Thomas; did this day appear before me and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Lila T. Thomas

GIVEN under my hand and seal this 16th August, 1965.

Julia Helen S. Thomas

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed.

recorded 8/19/65 12 A. M.

BOOK 140

50

State of South Carolina,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS that I (~~We~~) J. Kline Strickland
Hwy 21, Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of SEVENTY FEET (-70-) feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON, State of South Carolina, bounded as follows:

	TRACT #1	TRACT #2
Northerly by lands of	W. H. Varn	Sauls
Easterly by lands of	Steedley	Crosby
Southerly by lands of	Steedley & Ferra	Grantor et al
Westerly by lands of	Crosby	W. W. Meyers

Tract #1 contains 8 Ac., more or less, and being the same land deeded to Grantor by D.T.Strickland, deed dated 6/15/51. Tract #2 contains 42 Ac.more or less, and being the same land deeded to Grantor by L.K.Strickland, deed dated 12/29/51. Right-of-way enters Grantor's land from land of W.M.Steedley thence extends across Grantor's land in a northwesterly direction to land of Crosby thence extends across Grantor's land from the land of Crosby to the land of Meyer. Center line of Right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10487, dated May 25, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, ticovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of -----One Hundred Fifty---00/100 Dollars ($ 150.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 16th day of August, 19 65

WITNESS:
C P Robertson
Shealy G Rendon

J. Kline Strickland (SEAL)
(SEAL)
(SEAL)
Recorded 8-19-65 (SEAL)
12 a.m. (SEAL)
(SEAL)
(SEAL)

Form RW-1-SC-6-62

61

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY APPEARED before me C. P. Robertson and made oath that she saw the within named J. Kline Strickland sign, seal and as act and deed deliver the within right of way grant for the uses and purposed therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the execution thereof.

C. P. Robertson

Sworn to before me this 16th day of August, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Marcaliese A. Strickland the wife of the within J. Kline Strickland did this day appear before me and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Marcaliese A. Strickland

GIVEN under my hand and seal this 16th August, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed.

Recorded 8/19/65 12 A. M.

52

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that W. L. Thomas, Jr. and Nellie Thomas Roessler, and Ben F. Thomas

Hwy 217, Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Grantor, et al

Easterly by lands of H & B Railroad (Lightsey Bros.)

Southerly by lands of W. H. Varn and A. L. Smoak

Westerly by lands of W. H. Varn and J. H. Hiers

Said tract contains acres, more or less, and being the same land deeded to Grantor by Paul W. Thomas by deed dated , 1911. Right of way enters Grantor's land from the land of H & B Railroad (Lightsey Bros.); thence extending across Grantor's land in a westerly direction to the land of J. H. Hiers and W. H. Varn. Right of way to be as shown on drawing of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one ~~or more~~ lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; ~~and the right to keep said right of way clear of all trees, undergrowth and other obstructions, and the right to remove from said right of way all trees which may endanger said lines, supporting structures, equipment or other property of Grantee.~~

Together also with the right from time to time to redesign, rebuild or alter said lines and to ~~install on said structures~~ apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One Thousand Seven Hundred Dollars ($1,700.00) within 30 Days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 16th day of August, 1965.

WITNESS:
Mrs. Caroline L. Wood
Mrs. Ellis Lee Thompson

W. L. Thomas Jr. (SEAL)
Nellie Thomas Roessler (SEAL)
Ben F. Thomas (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 8-19-65
12 9 m

Form SW-140-6-63

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY APPEARED before me Evelyn S. Rhoad and made oath that she saw the within named M. L. Thomas, Jr. and Nellie Thomas Rosessle and Ben F. Thomas, sign, seal and as their act and deed deliver the within right of way grant for the uses and purposed therein mentioned, and that she with Ella Mae Thompson on the presence of each other, witnessed the execution thereof.

Mrs. Evelyn S. Rhoad

Sworn to before me this ___ day of August, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Lila T. Thomas, wife of n F. Thomas and Julia Helen S. Thomas, the wife of the within M. L. Thomas did this day appear before me and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounced, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Lila T. Thomas

Julia Helen S. Thomas

GIVEN under my hand and seal this 16th August, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed.

Recorded Aug. 19, 1965 12 A. M.

BOOK 140

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

Borrow Material Pit

11310
4198

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

Docket No. Route No. Road No. 24

THIS AGREEMENT made and entered into this 13 day of August, 1965, by and between J. R. Grant hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 5 feet, consisting of 0.5 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow pit located approx. 3585' South of Sta. 0+00, File 15.324, Road 50.

Bounded on all sides by other lands of J. R. Grant

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: Shown by sketch on reverse side of Form 3050 dated August 13, 1965.

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until August 13, 1970

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such soil or materials, as are actually excavated, or caused to be excavated, rents and royalties in the sum of Two hundred ($ 200.00) Dollars per acre, plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 90 days from date hereof, or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

Pit to be drained

3. Colleton 415(30-3) 6210,110

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

8-23-65

54

DEEDS

55

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

J. R. Grant
Lessor.

Witnesses as to State Highway Department:

S. C. State Highway Department

By L. E. Wiggins Jr.

The State of South Carolina

County of

As to Lessor

Personally appeared before me _____ and made oath that he saw the within named _____ sign, seal and as ____ act and deed, execute the within written instrument; and that he with _____ witnessed the execution thereof.

Sworn to before me this ____

day of _____, 19__.

_____

Notary Public for S. C.

The State of South Carolina

County of Charleston

As to Highway Department

Personally appeared before me J. D. Hooper and made oath that he saw the within named L. E. Wiggins, Jr. sign, seal and as his act and deed, execute the within written instrument; and that he with Shelly A. Seay witnessed the execution thereof.

Sworn to before me this 19th

day of August, 1965.

J. D. Hooper

Notary Public for S. C.

The State of South Carolina

County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by _____ to _____, recorded in Mortgage Book ____ at Page ____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this ____ day of _____, 196__.

In the presence of:

Walterboro Ho. Co. assn
By B. B. Cave
Secty. Treas.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 140

56

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Herman R. Robertson

Smoaks, South Carolina

the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of ---SEVENTY FEET-- ( ) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of W. H. Varn and A. L. Smoak

Easterly by lands of Smith Estate

Southerly by lands of Grantor et al

Westerly by lands of Hiers and Copeland

Said tract contains 57 acres, more or less, and being the same land deeded to Grantor by J.O. Carroll by deed dated January , 1964. Right of way enters Grantor's land from the land of Smith Estate and W. B. Kinsey thence extending across Grantor's land in a southwesterly direction to the land of Hiers and Copeland. Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965..

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, blowers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with, or obstruct the rights herein granted, and provided further that no building or other structure shall be erected in the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of ---Four Hundred ---00/100 Dollars ($ 400.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture this ... day of ..., 19...

WITNESS:

Herman R. Robertson (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

recorded 8/23/65 4 P. M.

57

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me C. P. Robertson and made oath that he saw the within named Herman R. Robertson sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Shealey G. Pendarvis in the presence of each other, witnessed the due execution thereof.

SWORN to before me this 17th day of August, 1965.

C. P. Robertson

Shealy G. Pendarvis, Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Madge G. Robertson, the wife of the within named Herman R. Robertson, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Madge G. Robertson

Given under my hand and seal this 17th day of August, 1965.

Shealy G. Pendarvis, Notary Public for S. C.

Recorded 8/23/65 4 P. M.

BOOK 140

518

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Mamie C. Smoaks
Highway 217, Smoaks, South Carolina

the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar .00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do eby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of --SEVENTY FEET--- (-70-) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton State of South Carolina, bounded as follows:

Northerly by lands of Grantor et al
Easterly by lands of Hiers and Copeland
Southerly by lands of Hiers and Copeland
Westerly by lands of Copeland and Warren

Said tract contains 40 acres, more or less, located in the Town of Smoaks, South Carolina. Right of way enters Grantor's land from the land of Hiers and Copeland thence extending across Grantor's Land in a southwesterly direction to the land of Warren. Right of way to be as shown on Dwg. of South Carolina Electric and Gas Company No. CP-10300, July 23, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted, and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, feeders and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, undergrowth, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of --- Three Hundred ---and no/100 Dollars ($ 300.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 17th day of August, 1965.

WITNESS:
C. P. Robertson
Shirley B. Copeland

Mamie C. Smoak (SEAL)
Mamie C. Smoak (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

recorded 8/23/65 4 P. M.

59

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me C. P. Robertson and made oath that he saw the within named Mamie C. Smoak sign, seal and as her act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Shealey G. Pendarvis in the presence of each other, witnessed the due execution thereof.

SWORN to before me this 17th day of August, 1965.

C. P. Robertson

Shealy G. Pendarvis, Notary Public for S. C.

BOOK 140

60

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Mrs. W. D Warren

Highway 21, Smoaks, South Carolina

the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

SEVENTY FEET (-70-) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton State of South Carolina, bounded as follows:

Northerly by lands of A. L. Smoak

Easterly by lands of Manie Smoak

Southerly by lands of Hiers & Copeland

Westerly by lands of U. S. Highway # 21

Said tract contains 5 acres, more or less, and located on U.S.Hwy #21, Smoaks, South Carolina. Right of way enters Grantor's land from the land of Manie Smoak thence extending across Grantor's land in a southwesterly direction to the land of Hiers and Copeland.

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, July 26, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary thereto, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted, and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of ---Two Hundred ---and no/100 Dollars ($ 200.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 17th day of August, 19 65

Mrs. W. D. Warren (SEAL)

WITNESS:

Mrs. W. D. Warren (SEAL)

(SEAL)

(SEAL)

(SEAL)

recorded 8/24/65 4 P. M. (SEAL)

(SEAL)

61

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Robert D. Kitchens and made oath that he saw the within named Mrs. W. D. Warren sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Shealey G. Pendarvis in the presence of each other, witnessed the due execution thereof.

SWORN to before me this 17th day of August, 1965.

Robert D. Kitchens

Shealy G. Pendarvis, Notary Public for S. C.

BOOK 140

62

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys- Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D 253 August 23, 19 65

The undersigned hereby acknowledge receipt of timely payment of Three Hundred & 00/100 ----- ---------- Dollars ($ 300.00), in full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 7, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

C. P. Robertson — Lorene M. Bennett (SEAL)

Shealy G. Pendarvis — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me C. P. Robertson and made oath that he saw the within named Lorene M. Bennett sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

C. P. Robertson

Sworn to before me this 23rd day of August, 1965.

Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

Notary Public for

Recorded 8/25/65 10 A. M.

Form RW-3-SC-12-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at .....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

DEEDS

64

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV LINE

ACCT. NO. W. O. 1092

CHECK NO. D 254 August 23, 19 65

The undersigned hereby acknowledge receipt of timely payment of Two Hundred Sixty-three ---------- Dollars ($ 263.00), in full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 19, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Clara Padgett — M. G. Mims (SEAL)

Shealy G. Pendarvis — Iris P. Mims (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Clara Padgett and made oath that he saw the within named M. G. Mims & Iris P. Mims sign, seal and as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Clara Padgett

Sworn to before me this 23rd day of August, 19 65.

Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

recorded 8/25/65 10 A.M. Form RW-3-SC-12-53

65

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

BOOK 140

66

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) F. M. Kinsey

S. C. Highway 217, Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

--THIRTY FEET---- ("30") feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON, State of South Carolina, bounded as follows:

Northerly by lands of S. C. Highway 217

Easterly by lands of Vernon Padgett

Southerly by lands of Vernon Padgett and H. & B. Railroad

Westerly by lands of Eugene Padgett

A tract of land containing 35 acres, more or less, and being the same tract conveyed to Grantor by Clara S. Padgett, on Feb. 19, 1963. Right of way enters Grantor's land from the lands of Vernon Padgett, thence extending across Grantor's land in a westerly direction to the lands of Eugene Padgett. Right of way being more fully shown on South Carolina Electric & Gas Company DWG. CP-10300.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Two Hundred --------00/100 Dollars ($200.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the XXXX 25th day of August, 19 65

F. M. Kinsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Recorded 8/30/65 4 P. M.

Form SW-1-(R)-6-62

67

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Jean Kinsey and made oath that s he saw the within named F. M. Kinsey sign, seal & as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that she with Shealy G. Pendarvis x in the presence of each other, witnessed the due execution thereof.

Jean Kinsey

SWORN to before me this 25th day of August, 1965.

Shealy G. Pendarvis - seal affixed
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Edna J. Kinsey, the wife of the within named F. M. Kinsey, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Edna J. Kinsey

GIVEN under my hand and seal this 25th day of August 1965.

Shealy G. Pendarvis - Seal affixed
Notary Public for South Carolina

recorded 8/30/65 4 P. M.

BOOK 140

63

State of South Carolina,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS that I (~~WHY~~ A. L. Smoak, Jr.
Highway #217 Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of SEVENTY FEET (-70--) feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON, State of South Carolina, bounded as follows:

	TRACT # 1	TRACT # 2
Northerly by lands of	W.B.Kinsey	W.M.Steley
Easterly by lands of	W.B.Kinsey	Grantor et al
Southerly by lands of	W.H.Varn	Hwy 217
Westerly by lands of	W.H.Varn	W.M. Steley

Tract #1 contains 133 acres, more or less, and being the same land deeded to Grantor by Oliver J. Maxwy by deed dated Sept. 16, 1947. Right of way enters Grantor's land from the land of W.B.Kinsey thence extending across Grantor's land in a northwesterly direction to the land of W.H.Varn. Tract #2 contains 10 acres, more or less, by deed from W.M.Steley dated March 17, 1958. Right of way enters Grantor's land from the land of W.H.Varn thence extending across Grantor's land in a northwesterly direction to the land of W.M.Steley. Right of way to be as shown on DWG. of South Carolina Electric & Gas Co. #CP 10487, May 25, 1965.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of EIGHT HUNDRED ----------00/100 Dollars ($ 800.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 26th day of August, 19 65

A L Smoak Jr. (SEAL)
A. L. Smoak, Jr. (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Mamie O Smoak
Shealy G Pendarvis

recorded 8/30/65 4 P. M.

Form RW-1-SC-6-62

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Mamie S. Smoak and made oath that s he saw the within named A. L. Smoak, Jr. sign, seal a... as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and hhat she with Shealy G. Pendarvis ~~x~~ in the presence of each other, witnessed the due execution thereof.

Mamie C. Smoak

SWORN to before me this 26th day of August, 1965.

Shealy G. Pendarvis - seal affixed
Notary Public for South Carolina

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (~~We~~) Reva Mae H. Riley
Hwy 61 (Canadys)

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

---SEVENTY FEET--- (--70-) feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON, State of South Carolina, bounded as follows:

Northerly by lands of Joe Lamuel or Carter

Easterly by lands of R. A. Durham or Union Bag

Southerly by lands of J. Samuels

Westerly by lands of Hodges now R. A. Durham

Said tract contains 40 acres, more or less, and being the same land deeded to Grantor by Pattie Samuels by deeds dated Dec. 3, 1917. Right of way enters Grantor's land from the land of R. A. Durham thence extending across Grantor's land in a westerly direction to the land of Hiers + R. A. Durham

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company CP-10,300, February 8, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of -----Two Hundred Twenty-five ---00/100 Dollars ($ 225.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 30th day of August, 1965.

Reva Mae H. Riley (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Inetta S. Hamilton
Nicaly G. Penhaw

recorded 8/30/65 4 P. M.

Form RW-1-SC-6-62

(37)

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Alnetha S. Hamilton and made oath that she saw the within named Reva Mae H. Riley sign, seal as her act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that she with Shealy G. Pendarvis x in the presence of each other, witnessed the due execution thereof.

Alnetha S. Hamilton

SWORN to before me this 30th day of August, 1965.

Shealy G. Pendarvis - seal affixed
Notary Public for South Carolina

recorded 8/30/65 4 P. M.

72

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-255

August 25, 19 65

The undersigned hereby acknowledge receipt of timely payment of

Four Hundred and 00/100 ---------- Dollars ($ 400.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated April 15, 19 65 to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Gladys S. Goodwin

Shealy G. Pendarvis

I. W. Goodwin (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me Gladys S. Goodwin and made oath that he saw the within named I. W. Goodwin sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Gladys S. Goodwin

Sworn to before me this 25th day of August, 19 65

Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____ }

_____ (L. S.)

Notary Public for _____

recorded 8/30/65 4 P. M.

Form RW-3-SC-12-58

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

73

DEEDS

74.

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-257 / August 25, 19 65

The undersigned hereby acknowledge receipt of timely payment of

Four Hundred and 00/100 ---------- Dollars ($ 400.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 17, 19 65 to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

C. P. Robertson
Shealy G. Pendarvis

Herman R. Robertson (SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me C. P. Robertson and made oath that he saw the within named Herman R. Robertson sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

C. P. Robertson

Sworn to before me this 25th day of August, 1965
Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19 } recorded 8/30/65 4 P. M.
(L. S.)
Notary Public for

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of .....A. D. 19.....,

at .....o'clock in the .....

and recorded in Book .....of Deeds

for said County on page .....

DEEDS

BOOK 140

76

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-262 August 27th, 19 65

I The undersigned hereby acknowledge receipt of timely payment of

Seven Hundred and 00/100 ---------- Dollars ($ 700.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated April 29, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

C. P. Robertson

Shealy G. Pendarvis

Charlie W. Bennett (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me C. P. Robertson and made oath that he saw the within named Charlie W. Bennett sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

C. P. Robertson

Sworn to before me this 27th day of August, 19 65.

Shealy G. Pendarvis - seal affixed

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

Notary Public for

recorded 8/30/65 4 P. M.

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

DEEDS

BOOK 140

28

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-259

August 26, 19 65.

The undersigned hereby acknowledge receipt of timely payment of

Four Hundred and 00/100 ---------- Dollars ($ 400.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 3, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mrs. C. A. Bailey

Shealey G. Pendarvis

C. A. Bailey (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me Shealy G. Pendarvis and made oath that he saw the within named C. A. Bailey sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Mrs. C. A. Bailey in the presence of each other, witnessed the due execution thereof.

Shealy G. Pendarvis

Sworn to before me this 26th day of August, 19 65

J. D. Shillito - seal affixed

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19 } recorded 8/30/65 4 P. M.

(L. S.)

Notary Public for

Form RW-3-SC-12-53

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at .....o'clock in the.....

and recorded in Book.....of Deeds for said County on page.....

BOOK 140

80

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-261 August 26, 19 65

The undersigned hereby acknowledge receipt of timely payment of

One hundred Twenty-five and 00/100 ---------- Dollars ($ 125.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 7, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mrs. Bessie L. Bunton — A. L. Bunton (SEAL)

Shealy G. Pendarvis — _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Shealy G. Pendarvis and made oath that he saw the within named A. L. Bunton sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Bessie L. Bunton in the presence of each other, witnessed the due execution thereof.

Shealy G. Pendarvis

Sworn to before me this 26th day of August, 19 65

J. D. Shillito - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____ and made oath that saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____ } recorded 8/30/65 4 P. M.

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of .....A. D. 19.....,

at .....o'clock in the .....

and recorded in Book .....of Deeds

for said County on page .....

DEEDS

BOOK 140

82

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-256

August 25, 19 65

The undersigned hereby acknowledge receipt of timely payment of

Two Hundred Twenty-five and 00/100 ---------- Dollars ($ 225.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated April 7, 1965, 19__, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Rovena S. Mixon

Shealy G. Pendarvis

Vela Mae Davis (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me Rovena S. Mixon and made oath that he saw the within named Vela Mae Davis sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Rovena S. Mixon

Sworn to before me this 25th day of August, 19 65.

Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19 }

(L. S.)

Notary Public for

recorded 8/30/65 4 P. M.

Form RW-3-SC-12-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of .....A. D. 19.....,

at .....o'clock in the .....

and recorded in Book .....of Deeds

for said County on page .....

38

DEEDS

84

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-258

August 25, 19 65

The undersigned hereby acknowledge receipt of timely payment of

Two Hundred and 00/100 ---------- Dollars ($ 200.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 7, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mamie C. Smoak

Shealy G. Pendarvis

A. L. Smoak, Jr. (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Mamie C. Smoak

and made oath that he saw the within named A. L. Smoak, Jr. sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Mamie C. Smoak

Sworn to before me this 25th day of August 19 65

Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19 ____ } recorded 8/30/65 4 P. M.

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at..... o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

DEEDS

BOOK 140

86

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-260

August 26, 1965

The undersigned hereby acknowledge receipt of timely payment of

Four Hundred Sixty and 00/100 0---------- Dollars ($ 460.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated April 10, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Annie Frazier

Shealy G. Pendarvis

Kizzie Salley (SEAL)

Lucy Salley (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me Annie Frazier

and made oath that he saw the within named Kizzie Salley & Lucy Salley sign, seal and as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Annie Frazier

Sworn to before me this 26 day of August, 1965

Shealy G. Pendarvis - seal affixed

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

recorded 8/30/65 4 P. M.

Form RW-3-SC-12-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

DEEDS

88

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV

ACCT. NO. W. O. 1092

CHECK NO. D-264

August 30, 1965

The undersigned hereby acknowledge receipt of timely payment of Two hundred Twenty-five and no/100 ---------- Dollars ($ 225.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 30, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Alnetha S. Hamilton

Shealy G. Pendarvis

Reva Mae H. Riley (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Alnetha S. Hamilton and made oath that he saw the within named Reva Mae H. Riley sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Alnetha S. Hamilton

Sworn to before me this 30th day of August, 1965.

Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19 (L. S.)

Notary Public for

recorded 8/30/65 4 P. M.

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

DEEDS

90

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-263

August 30, 1965

The undersigned hereby acknowledge receipt of timely payment of

Six Hundred and 00/100 ---------- Dollars ($ 600.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated April 15, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Eleanor B. Foster — W. B. Kinsey (SEAL)

Shealy G. Pendarvis — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton } ss

Personally appeared before me Eleanor B. Foster and made oath that he saw the within named W. B. Kinsey sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Eleanor B. Foster

Sworn to before me this 30th day of August 1965

Shealy G. Pendarvis - seal affixed

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19 (L. S.)

Notary Public for

recorded Aug. 31, 1965 2 P. M.

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at ..... o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

DEEDS

92

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Vernon R. Padgett
Route 1, Smoaks, South Carolina

I the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of FORTY FEET (-40-) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of S. C. Highway 217

Easterly by lands of Charlie W. Bennett

Southerly by lands of Grantor et al

Westerly by lands of Francis Kinsey

Said tract contains 217 acres, more or less, and being the same land deeded to Grantor by F. Padgett by deed dated March 16, 1949; by Norman G. Padgett by deed dated Dec. 28, 1951; by Eugene Padgett by deed dated Dec. 11, 1964. Right of way enters Grantor's land from the lands of Charlie W. Bennett thence extending across Grantor's land in a westerly direction to the lands of Francis Kinsey and Willie Bolling. Right of way to be as shown on Dwg. of South Carolina Elec. & Gas Co. No. CP-10300, February 8, 1965.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one ~~or more~~ lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; ~~and the right to construct, maintain, operate, replace and alter thereon and thereunder in the condition of pipes, all pipes to be buried to such depth as not to interfere with the ordinary cultivation of said land with ordinary implements and ingress and egress to the property over said right of way for the purposes aforesaid including the removal of such trees and vegetation which may be necessary through operations~~

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Eight Hundred Dollars ($800.00) within ~~sixty~~ forty from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 30th day of August 1965.

Vernon R. Padgett (SEAL)

WITNESS:
Mrs. Willie Padgett
Nancy G. Pendleton

Vernon R. Padgett (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

recorded 8/31/65 2 P. M.

Form RW-1 M-6-62

43

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Mary Padgett and made oath that she saw the within named Vernon H. Padgett sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis, xxx in the presence of other, witnessed the due execution thereof.

Mrs. Mary Padgett

Sworn to before me this 30th day of August, 1965.

Shealy G. Pendarvis, Notary Public for S. C.

Seal affixed -

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Virginia H. Padgett, the wife of the within named Vernon H. Padgett, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Virginia H. Padgett

GIVEN under my hand and seal this 30th day of August, 1965.

Shealy G. Pendarvis, Notary Public for S. C.
Seal affixed

Recorded 8/31/65 2 P. M.

Seal affixed -

BOOK 140

94

State of South Carolina,
County of Colleton } ss

KNOW ALL MEN BY THESE PRESENTS that I (We) VERNON R. PADGETT

Route 1, Smoaks, South Carolina

the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar (00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do by bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

---FIVE FEET-- (--5--) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of South Carolina Highway # 217

Easterly by lands of Charlie W. Bennett

Southerly by lands of Grantor et al

Westerly by lands of Francis Kinsey

Said tract contains 217 acres, more or less, and being the same land deeded to Grantor by F. Padgett by deed dated March 16, 1949; by Norman G. Padgett by deed dated December 28, 1951; by Eugene Padgett by deed dated December 11, 1964. Right-of-way enters Grantor's land from the lands of Charlie W. Bennett thence extending across Grantor's land in a westerly direction to the lands of Francis Kinsey and Willie Behling. Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one ~~[illegible]~~ lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; ~~[illegible]~~

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One Hundred Dollars ($100.00) within 60 days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 30th day of August, 1965.

Vernon R. Padgett (SEAL)

Vernon R. Padgett (SEAL)

WITNESS:

Mrs. Mary Padgett (SEAL)

Shirley [illegible] (SEAL)

recorded 8/31/65 ~~2 P. M.~~ (SEAL)

(SEAL)

(SEAL)

Form RR [illegible] 8-62

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STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Mary Padgett and made oath that she saw the within named Vernon R. Padgett sign, seal and as his act and dee deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis, ~~xix~~ in the presence of each other, witnessed the due execution thereof.

Mrs. Mary Padgett

Sworn to before me this 30th day of August, 1965.

Shealy G. Pendarvis, Notary Public for S. C.

Seal affixed -

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Virginia H. Padgett, the wife of the within named Vernon R. Padgett, did this day appear before me, and upon being privately and separately examined by me, did declare that she d freely, voluntarily and without any compulsion, dread or fear of any per or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns all her interest and estate, and also her right and claim of dower of, in or t all and singular the premises within mentioned and released.

Virginia H. Padgett

GIVEN under my hand and seal this 30th day of August, 1965.

Shealy G. Pendarvis, Notary Public for S. C.
Seal affixed

Recorded 8/31/65 2 P. M.

BOOK 140

96

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) VERNON R. PADGETT

Route 1, Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

SEVENTY FEET (--70-) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of S. C. Highway 217

Easterly by lands of Charlie W. Bennett

Southerly by lands of Grantor et al

Westerly by lands of Francis Kinsey

Said tract contains 217 acres, more or less, and being the same land deeded to Grantor by F. Padgett by deed dated Match 16, 1949; by Norman G Padgett by deed dated Dec. 28, 1951; by Eugene Padgett by deed dated Dec. 11, 1964. Right of way enters Grantor's land from the lands of Charlie W. Bennett thence extending across Grantor's land in a westerly direction to the lands of Francis Kinsey and Willie Behlin

Right-of-way to be as shown on Dwg. of South Carlina Electric & Gas Company No. CP-10300, February 8, 1965.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one [illegible] lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; [illegible]

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Three Hundred Dollars ($300.00) within 60 Days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 30th day of August 1965.

Vernon R. Padgett (SEAL)

Vernon R. Padgett (SEAL)

WITNESS:

Mrs. Mary Padgett (SEAL)

Shealy D. Pardon (SEAL)

(SEAL)

recorded 8/31/65 2 P. M. (SEAL)

(SEAL)

Form RW-1 (W) 6-62

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Mary Padgett and made oath that she saw the within named Vernon R. Padgett sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis, ~~xxx~~ in the presence of each other, witnessed the due execution thereof.

Mrs. Mary Padgett

Sworn to before me this 30th day of August, 1965.

Shealy G. Pendarvis, Notary Public for S. C.

Seal affixed -

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Virginia H. Padgett, the wife of the within named Vernon R. Padgett, did this day appear before me, and upon being privately and separately examined by me, did declare that she d freely, voluntarily and without any compulsion, dread or fear of any per or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns all her interest and estate, and also her right and claim of dower of, in or t all and singular the premises within mentioned and released.

Virginia H. Padgett

GIVEN under my hand and seal this 30th day of August, 1965.

Shealy G. Pendarvis, Notary Public for S. C.
Seal affixed

Recorded 8/31/65 2 P. M.

BOOK 140

98

State of South Carolina,
County of Colleton } ss

KNOW ALL MEN BY THESE PRESENTS that I (We) VERNON R. PADGETT

Route 1, Smoaks, South Carolina

the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

--FIFTEEN FEET---- (15-) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of South Carolina Highway # 217

Easterly by lands of Charlie W. Bennett

Southerly by lands of Grantor et al

Westerly by lands of Francis Kinsey

Said tract contains 217 acres, more or less, and being the same land deeded to Grantor by F. Padgett by deed dated March 16, 1949; by Norman G. Padgett by deed dated December 28, 1951; by Eugene Padgett by deed dated December 11, 1964. Right-of-way enters Grantor's land from the lands of Charlie W. Bennett thence extending across Grantor's land in a westerly direction to the lands of Francis Kinsey and Willie Behling. Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one ~~[illegible]~~ lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; ~~[illegible]~~

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Three Hundred Dollars ($300.00) within 60 Days ~~[illegible]~~ from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 30th day of August, 1965.

Vernon R. Padgett (SEAL)
Vernon R. Padgett (SEAL)

WITNESS:
Mrs. Mary Padgett (SEAL)
Shirley L. Lindsay (SEAL)

(SEAL)

recorded 8/31/65 2 P. M. (SEAL)

(SEAL)

Form RR 1-67 6-63

79

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Mary Padgett and made oath that she saw the within named Vernon R. Padgett sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis, ~~xxx~~ in the presence of each other, witnessed the due execution thereof.

Mrs. Mary Padgett

Sworn to before me this 30th day of August, 1965.

Shealy G. Pendarvis, Notary Public for S. C.

Seal affixed -

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Virginia H. Padgett, the wife of the within named Vernon R. Padgett, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Virginia H. Padgett

GIVEN under my hand and seal this 30th day of August, 1965.

Shealy G. Pendarvis, Notary Public for S. C.
Seal affixed

Recorded 8/31/65 2 P. M.

100

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady-Fairfax 115-KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-265 August 31, 19 65

The undersigned hereby acknowledge receipt of timely payment of

Two Hundred and 00/100 ---------- Dollars ($ 200.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated April 21, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

C. P. Robertson
Shealy G. Pendarvis

Adell Strickland (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me C. P. Robertson and made oath that he saw the within named Adell Strickland sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

C. P. Robertson

Sworn to before me this 31st day of August 19 65

Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

recorded 9/2/65 3 P. M.

Form RW-3-SC-12-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at .....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

DEEDS

102

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady - Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-267

September 1, 19 65

The undersigned hereby acknowledge receipt of timely payment of

Six Hundred and 00/100 ---------- Dollars ($600.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 5, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Adell Strickland — Mrs. Verna Strickland (SEAL)

Carol Strickland — J. P. Strickland (SEAL)

David A. Strickland (SEAL)

Ben W. Strickland (SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Carol Strickland and made oath that he saw the within named Verna, J. P., David A., and Ben W. Strickland sign, seal and as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Adell Strickland in the presence of each other, witnessed the due execution thereof.

Carol Strickland

Sworn to before me this 1st day of September 19 65

Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19 ____ } recorded 9/2/65 3 P. M.

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-53

103

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19.....,

at .....o'clock in the .....

and recorded in Book .....of Deeds

for said County on page .....

104

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-269 September 1, 19 65

The undersigned hereby acknowledge receipt of timely payment of One Hundred Fifty and 00/100 --------- Dollars ($ 150.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 24, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Elise Green — Harvey Kinsey (SEAL)

Shealy G. Pendarvis — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me Elise Green and made oath that he saw the within named Harvey Kinsey sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Elise Green

Sworn to before me this 1st day of September, 19 65

Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____ } recorded 9/2/65 3 P. M.

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of..... A. D. 19.....,

at ..... o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

106

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-268 September 1, 1965

The undersigned hereby acknowledge receipt of timely payment of

Six Hundred Twenty and 00/100 ---------- Dollars ($ 620.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated April 10, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

James H. Peters — Nivia C. Hiers (SEAL)

Evelyn H. Peters — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Evelyn H. Peters and made oath that he saw the within named Nivia C. Hiers sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with James H. Peters in the presence of each other, witnessed the due execution thereof.

Evelyn H. Peters

Sworn to before me this 1st day of September, 1965

Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____ } recorded 9/2/65 3 P. M.

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

DEEDS

101

BOOK 140

108

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Eugene H. Padgett
4734 Chesterfield Road, North Charleston, S. C.

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

XXXXXXXXX THIRTY FEET XXXXX ("30") feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Grantor et al

Easterly by lands of E. M. Kinsey

Southerly by lands of Vernon Padgett

Westerly by lands of Earnest Milton

Said tract contains 15 acres, more or less, and being the same land deeded to Grantor by ~~R. R. Padgett~~ F. M. Jeffers by deed dated March 24, 1926 Right of way enters Grantor's land from the land of F.M.Kinsey and V. Padgett thence extending across Grantor's land in a westerly direction to the land of Earnest Milton. Right of way to be as shown on DWG. of South Carolina Electric & Gas Company No. CP-10300, March 2, 1965

...ther with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or ...ribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, ...munication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as ...l as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the ...t to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid. 50 ft Minimum

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted; and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Three Hundred Dollars ($300.00) within 30 Days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 1st day of September, 1965.

Eugene H. Padgett (SEAL)
Eugene H. Padgett (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS.
Wm. E. H. Salisbury
Shealy L. Sandoval

recorded 9/2/65 3 P. M.

Form RW-1-80-6-62

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared Mrs. E. H. Salisbury and made oath that he saw the within named Eugene H. Padgett sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned and that she with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 1st day of September, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Mary E. Wilson Padgett, the wife of the within named Eugne H. Padgett, did this day appear before me, and upon being privately and separately examined by me, did declare that does freely, voluntarily, and without any compulsion, dread or fear of a person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right and claim of dower of in or to all and singular the premises within mentioned and released.

Mary E. Wilson Padgett

Given under my hand and seal this 1st day of September, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina - seal affixed

Recorded 9/2/65 3 P. M.

BOOK 140

112

110

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that (We) Harvey Kinsey and James R. Kinsey

Route 1, Ruffin South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

FORTY FEET--- (--40-) feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON, State of South Carolina, bounded as follows:

Northerly by lands of Now or formerly Padgett

Easterly by lands of Road 362

Southerly by lands of G. Smith

Westerly by lands of Rudolph Murdauth

Said tract contains 30 acres, more or less, and being the same land deeded to Grantor by Rhett Kinsey by deed dated June 28, 1928. Right of Way enters Grantor's land from the land of Willie Behling thence extending across Grantor's land in a westerly direction to the land of Rudoplh Murdauth. It is agreed and understood between the parties hereto that said money be paid to Harvey Kinsey for the benefit of all..

Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company CP-10300 February 8, 1965..

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of ---One Hundred Fifty -------00/100--- Dollars ($150.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 24th day of August, 19 65

Harvey Kinsey (SEAL)

James R. Kinsey (SEAL)

Harvey Kinsey (SEAL)

James R. Kimsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

[illegible]

[illegible]

recorded 9/2/65 3 P. M.

Form RW 1 8C 6-62

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared Elise Green and made oath that s he saw the within named Harvey Kinsey and James R. Kinsey sign, seal and as their act and deed deliver the within right of way grant for the uses and purposes therein mentioned and that She with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 24th day of August 1965.

Shealy G. Pendarvis, Notary Public for South Carolina
Seal affixed

BOOK 140

112

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that ~~XXXX~~ Mrs. E. B. Hubster

Walterboro, South Carolina

the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do by bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

SEVENTY FEET (-70-) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of W. H. Varn

Easterly by lands of H. M. Kinsey

Southerly by lands of Grantor et al

Westerly by lands of W. H. Varn

Said tract contains 100 acres, more or less, and being the same land deeded to Grantor by Tiller Strickland by deed dated 19 . Right-of-way enters Grantor's land from the land of H.M. Kinsey thence extending across Grantor's land in a northwesterly direction to the land of W.H. Varn

Center line of right-of-way to be as shown on DWG of South Carolina Electric & Gas Company No. CP-10487, May 26, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of ~~Two Hundred Fifty~~ 250.00 Dollars ($) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture this 3rd day of September, 1965.

Mrs. E. B. Hubster (SEAL)

WITNESS:

E. B. Hubster

Shealy G. Pendarvis

Mrs. E. B. Hubster (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 9/8/65 11 A. M.

See this book, page 224-

GIVEN UNDER MY HAND AND SEAL THIS 3RD DAY OF SEPTEMBER, 1965. Recorded 9/9/65

T. Richard Cain (?) seal affixed

Notary Public for the State of Massachusetts

113

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me E. B. Hubster

and made oath that he saw the within named Mrs. E. B. Hubster sign, seal and as her act and Deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this
3rd day of Sept A.D. 1965 E. B. Hubster (L.S.)
Shealy G. Pendarvis (L.S.)
Notary Public for S. C.

114

RESTRICTIVE COVENANTS GOVERNING AND CONTROLLING THE "700" BLOCK", BEING A PORTION OF FOREST HILLS SUBDIVISION, ADJACENT TO THE TOWN OF WALTERBORO, COUNTY OF COLLETON, STATE OF SOUTH CAROLINA.

The restrictive covenants herein outlined are recorded as a blanket encumbrance against every lot below numbered in a portion of the "700 Block" of Forest Hills Subdivision, near the Town of Walterboro, County of Colleton, State of South Carolina, as delineated on a plat made by S. S. Snook, Registered Surveyor, of date August 19, 1965, entitled "Forest Hills Subdivision - 700 Block, Walterboro, South Carolina." The restrictive covenants herein outlined shall apply to the following lots in the above mentioned plat of S. S. Snook, Registered Land Surveyor, of date August 19, 1965,, to wit: Lots numbered 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, and 741.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1985, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

2. All the lots as shown on the plat above mentioned, numbered and set out as Lots 701-741, both inclusive, shall be known as residential lots.

No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family

Recorded Sept 7, 1965

See Amendment to Restrictive Covenants see this book, page 224 -

15th DAY OF SEPTEMBER, 1965.

T. Richard Cain (?) seal affixed Recorded 9/9/65

Notary Public for the State of Massachusetts

dwelling, to cost no less than $15,000.00. There may be constructed in conjunction with said dwelling a private garage and/or other outbuildings necessary to the domestic use of the said building.

3. No building shall be erected on any residential building lot numbered above nearer than forty (40') Feet to the front lot line, or nearer than fifteen (15') Feet to any side lot line, except the side line restriction shall not apply to a garage on the rear one quarter of a lot except that on corner lots no structure shall be permitted nearer than fifteen (15') Feet to the said street line, and except that two or more of the lots above mentioned and numbered herein may be consolidated into one lot, and in such event the said line restrictions shall apply to the consolidated lot and not to the individual lots composing same.

4. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

5. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract of numbered lots herein set forth shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

6. A perpetual easement is reserved over the rear ten (10') Feet of each lot for utility installation and maintenance.

7. No house shall be built on any lot unless the said lot be served with septic tank, approved by the South Carolina State Board of Health, or by city sewerage.

8. It is specifically provided that no lot herein described can be further subdivided for purposes of sale.

IN WITNESS WHEREOF, the owners, Novit-Siegel Real Estate Company, Inc., L. C. Fishburne, W. J. McLeod, Jr. and J. W. Skardon, have set their hands and seals this 25 day of August 1965.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Donald H. Fraser

(Pearl T. Wood)

NOVIT-SIEGEL REAL ESTATE COMPANY, INC.,
BY: (L.S.)
Sam Siegel President

(L.S.)
L. C. Fishburne

(L.S.)
W. J. McLeod, Jr.

(L.S.)
J. W. Skardon

- 2 -

9-7-65

Notary Public for the State of Massachusetts

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PROBATE

PERSONALLY appeared before me Donald H. Fraser and made oath that he saw the within-named Novit-Siegel Real Estate Company, Inc., by Sam Siegel, its President, L. C. Fishburne, W. J. McLeod, Jr., and J. W. Skardon, sign, seal and, as their acts and deeds, deliver the within-written Restrictive Covenants for the uses and purposes therein mentioned and that he, with Pearl Wood witnessed the execution thereof.

SWORN to before me this 25
day of August 1965.

Donald H. Fraser

Pearl Wood (SEAL)
Notary Public for South Carolina.

My Commission expires at the Pleasure of the Governor.

9-7-65

Notary Public for the State of Massachusetts

DEEDS

BOOK 140

117

Recorded this 9 day of Sept A.D. 1965 in Book ___ Page ___ o'clock ___ M. Clerk of Court, Cordon Coun., S.C.

STATE OF MASSACHUSETTS }
COUNTY OF } POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT I, CHARLES H. MITCHUM, JR., presently residing in the State of Massachusetts, for and in consideration of the sum of Ten ($10.00) Dollars, to me in hand paid by my ~~Step-Father~~ Father-in-law Cousin, Stoney A. Hartin, Sr., receipt of which I do hereby acknowledge, Rob do hereby nominate, constitute, appoint and empower the said Stoney A. Hartin, Sr., my true and lawful attorney in fact for me and in my name, place and stead, to make and endorse promissory notes and real estate mortgages, deeds of real property and to handle and manage for me any real or personal property owned by me or in which I might have any interest in the State of South Carolina, and to make, execute, and deliver such leases, conveyances, deeds, mortgages, bonds, and other contracts and instruments disposing of or otherwise relating to real property owned by me or in which I may have any interest whatsoever in the State of South Carolina, whether under seal or not under seal, as to my said attorney alone may appear adviseable or necessary or desireable in the handling or management of any such property; and I hereby give and grant to my said attorney in fact full power and authority to do and perform any and all other necessary acts incident to the performance and execution of the powers herein expressly granted; and I hereby ratify and confirm, and agree to ratify and confirm all that my said attorney in fact may do by virture hereof.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 5th day of August, 1965.

Signed, Sealed and Delivered in the presence of:

Robert G. Herrod

Charles G. Bailey

Charles H. Mitchum, Jr. (L.S.)

STATE OF MASSACHUSETTS
COUNTY OF

PERSONALLY APPEARED BEFORE ME, _____, and made oath that he saw the within named CHARLES H. MITCHUM, JR., sign, seal and as his act and deed deliver the within instrument that that he with _____ witnessed the execution thereof.

Charles G. Bailly

Robert G. Herrod

SWORN TO BEFORE ME THIS 5th DAY OF SEPTEMBER, 1965.

T. Richard Cain (?) seal affixed
Notary Public for the State of Massachusetts

Recorded 9/9/65

117A

BOOK 140

118

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys- Fairfax 115 KV LINE

ACCT. NO. W. O. 1092

CHECK NO. D-275 September 9, 1965

The undersigned hereby acknowledge receipt of timely payment of

Three Hundred and 00/100 ---------- Dollars ($300.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated September 1, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Gene W. Cameron — Eugene H. Padgett (SEAL)

Shealy G. Pendarvis — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Gene W. Cameron and made oath that he saw the within named Eugene H. Padgett sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Gene W. Cameron

Sworn to before me this 9th day of September 1965

Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. } Recorded 9/13/65 11 A. M.

Personally appeared before me _____
and made oath that _____ saw the within named _____
by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

DEEDS

611

BOOK 140

120

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady-Fairfax 115 KV LINE

ACCT. NO. W.O. 1092

CHECK NO. D-270

September 7, 1965

The undersigned hereby acknowledge receipt of timely payment of

Five Hundred Thirty and 00/100 ---------- Dollars ($ 530.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 26, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Beulah Gatch

Shealy G. Pendarvis

Lloyd Turner (SEAL)

Cammie B. Turner (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me Beulah Gatch

and made oath that he saw the within named Lloyd Turner and Cammie B. Turner sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Beulah Gatch

Sworn to before me this 7th day of September, 1965

Shealy G. Pendarvis

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Recorded 9/13/65 11 A. M.

Form RW-3-SC-12-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

121

DEEDS

BOOK 140

122

State of South Carolina }

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Earnest Milton

Hwy 362, Padgett Station, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

THIRTY FEET (-30-) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Grantor et al

Easterly by lands of Eugene Padgett

Southerly by lands of Vernon Padgett

Westerly by lands of Hwy #362

Said tract contains 2 acres, more or less, located on Hwy #362, Padgett Station Right-of-way enters Grantor's land from the land of Eugene & Vernon Padgett thence extending across Grantor's land in a westerly direction to the land of Frank Carter and W. Behling. Right-of-way to be as shown on DWG. of South Carolina Electric & Gas Company No. CP-10300, March 2, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tiecovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of -----SEVENTY-FIVE ----00/100 Dollars ($ 75.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 8th day of September, 1965.

Ernest Milton (SEAL)

Ernest Milton (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

recorded 9/13/65 11 A. M.

Form SW [illegible]-6-62

122 A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Jimmy Edwards and made oath that he saw the within named Earnest Milton sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned and that he with Shealy G. Pendarvis, in the presence of each other, witnessed the due execution thereof.

Jimmy Edwards

SWORN to before me this 8th day of September, 1965.

Shealy G. Pendarvis - seal affixed
Notary Public for South Crolina

recorded 9/13/65 11 A. M.

BOOK 140

123

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) H. M. Kinsey
Walterboro, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of SEVENTY FEET (-70-) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

	Tract #1	Tract #2
Northerly by lands of	W. H. Varn	W. H. Varn
Easterly by lands of	W. H. Varn	W. H. Varn
Southerly by lands of	Grantor et al	Grantor et al
Westerly by lands of	W. H. Varn	W. H. Varn

Tract #1 contains 30 acres, more or less, by deed of Steve Strickland dated September 9, 1937. Tract #2 contains 95 acres, more or less, by deed of Jim Elsey dated December 31, 1936. Right of way enters Grantor's land from the land of W.H.Varn thence extending across Grantor's land in a northwesterly direction to the land of W.H.Varn. Center line of Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP 10487 May 26, 1965

ther with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or ribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, mmunication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as l as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the ght to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Eight Hundred Eight Dollars ($800.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 3rd day of September, 19 65

H M Kinsey (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Octavia W. Kinsey
Shealy G. Pendarvis

Form RW-1-65-6-63

DEEDS

1124

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Octavia W.Kinsey.

and made oath that she saw the within named H.M.Kinsey. sign, seal and as His. act and Deed, deliver the within written instrument and that he with Shealy G Pendartis witnessed the execution thereof

Sworn to before me this 3 day of Sept. 1965 A.D. 19. Octavia W.Kinsey (L.S.)

Shealy G.Pendartis. (L.S.)
Notary Public for S. C.

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON.

XXXXX I. Shealy G.Pendartis, a Notary Public for S.C. do hereby certify that Mrs. Maybelle Mc Laurin Kinsey, the wife of the within named H.M.Kinsey, did this day appear before me and Upon being Privately and Separately examined by me, did declare that she does freely , voluntarily and without any compulsion, Dread or Fear of any person or persons whomsoever, renounce, release and Forever relin quish unto the within named South Carolina Electric and Gas Company its heirs and assigns, all her right and Claim of Dower, of, in or to all and Singular the premises within mentioned and released.
Given under my hand and Seal this 3 day of September 1965.
Shealy G.Pendartis.
Notary Public for S.C.

Maybelle McLaurin Kinsey.

BOOK 140

125

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) H. M. Kinsey

Walterboro, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

--SEVENTY FEET -- (-70-) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of W. H. Varn

Easterly by lands of David Sauls Estate

Southerly by lands of Grantor et al

Westerly by lands of Mrs. Eugene Hubster

Said tract contains 125 acres, more or less and being the same land deeded to Grantor by Federal Land Bank of Columbia, recorded in Book 72 at page 43 in RMC Office for Colleton County. Right of way enters Grantor's land from the land of David Sauls Estate thence extending in a northwesterly direction to the land of Hubster.

Center line of Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP 10487, May 26, 1965

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of [illegible] Dollars ($[illegible]) within 0.00 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 3rd day of September, 19 65.

H. M. Kinsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Octavia M. Kinsey

[illegible]

DEEDS

426

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Octavis W.Kinsey

and made oath that She saw the within named H.W.Kinsey. His.

as said Deed, deliver the within written instrument and that he with Shealey G.Pendarvis. witnessed the execution thereof

Sworn to before me this 3rd day of Sept. 1965. A.D. 19 Octavia W.Kinsey. (L.S.)

Shealy G.Pendarvis. (L.S.)
Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I. Shealy G.Pendarvis, a Notary Public for S.C. do hereby Certify that Mrs Unto whom it may concern that Mrs. Maybelle McLaurin Kinsey, the wife of the withinnamed H.W.Kinsey, did this day appear before me and upon being Privately and Separately examined by me, did declare that she does Freely, voluntarily and without any compulsion, Dread or Fear of any person or persons whomsoever, renounce, release and forever relinquish unto thewithin named South Carlina Electric and Gas Company its hofers abd assigns, all her right and Clain off Dower, of, in or to all and singularthe Premises within mentioned and Released.

Given under my hand and seal this 3 day of September, A.D 1965.

Shealy G.Pendarvis.
Notary public for .C.

Maybelle McLaurin Kinsey.

BOOK 140

127

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE CANADY-FAIRFAX 115 KV Line

JT. NO. W. O. 1092

ECK NO. D-274

September 7, 1965

The undersigned hereby acknowledge receipt of timely payment of ONE HUNDRED SEVENTY-FIVE 00/100 Dollars, ($ 175.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated April 29, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:
Cynthia B. Dantzler
Shealy G. Pendarvis

M. H. Bailey (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Cynthia B. Dantzler and made oath that s.he. saw the within named M. H. Bailey sign, seal and as act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that s.he. with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof. Cynthia B. Dantzler

Sworn to before me this 7th day of September 1965.
Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public For

Form RW-3-SC-3-61

Recorded Sept 14-1965
12 m

128

BOOK 140

G. Smoak

121
129

FORM 220
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

COUNTY OF COLLETON

LAND OPTION

Know All Men by These Presents, That I, Viola T. Smoak,

in consideration of One Hundred and 00/100 ($100.00) Dollars,

do hereby grant, bargain and sell unto R. L. Smith

the right and option of purchasing at any time on or before the 7th day of October, 1965,

at and for the price of Twenty-five Thousand and 00/100 ($25,000.00) Dollars,

payable in cash.

Recorded this 14 day of Sept A.D. 1965 In Book Page At 11 o'clock A.M.
A. B. Crosby
Clerk of Court, Colleton County, S. C.

All that certain piece, parcel or lot of land, situate, lying and being in the Oak Grove School District, Colleton County, South Carolina, containing ten (10) acres, more or less, and being bounded as follows: on the north by lands of Hughes; east by Paul Taylor; south by Highway No. 63; and W. C. Padgett; and west by Viola T. Smoak.

And I the said Viola T. Smoak

do hereby represent that I the owner in fee of the said premises, and have a full and perfect right to grant and sell this option, and do covenant and agree that upon compliance by the said R. L. Smith, his heirs or assigns, with the terms of this option I will make, execute and deliver to R. L. Smith, his heirs or assigns, a good and sufficient deed conveying the above-described premises to them, or such of them as shall exercise this option and comply with the terms thereof, in fee simple, free of all encumbrances, with covenant of general warranty, and with all dowers regularly renounced.

Upon notice being given by the purchaser during the life of this option of intention to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding 30 days, to allow examination of title and preparation of papers.

The vendor, before compliance by the purchaser, if required, agrees to establish the property lines and free the title to said property of all defects. All current taxes, water rents and all other legal assessments shall be prorated to date of completion of said sale.

Witness my hand and seal this 7th day of September 1965

Signed, Sealed and Delivered in the Presence of

Cynthia B. Dantzler
Gerald C. Smoak

Viola T. Smoak (L. S.)
(L. S.)
(L. S.)

State of South Carolina,

COUNTY OF COLLETON

Personally appeared before me Cynthia B. Dantzler and made oath that she saw the above-named Viola T. Smoak sign, seal, and as her act and deed, deliver the above-written option for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

Sworn to before me this 7th day of September 1965.

Gerald C. Smoak
Notary Public of S. C.

Cynthia B. Dantzler

Recorded September 14, 1965. at 11 A.M

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BOOK 140

131

State of South Carolina,
County of Richland

KNOW ALL MEN BY THESE PRESENTS that I (We) Mrs. Hallie H. Copeland, Heathwood Court Apartments Columbia, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Mamie Smoak, et.al.

Easterly by lands of H. R. Robinson, et.al.

Southerly by lands of

Westerly by lands of H. M. Kinsey, et.al.

Said tract contains 50 acres more or less, and being the same land left to Grantor from A. C. Hiers. Right of way enters Grantor's land from the land of H. R. Robertson, thence extending across Grantor's land in a westerly direction to the land of Mamie Smoak, thence re-entering Grantor's land from Mamie Smoak land and continuing in a westerly direction to the land of H. M. Kinsley. Right of way being more fully shown on drawing of South Carolina Electric and Gas Company No. CP-10300, dated 2/8/65.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth, so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Two Thousand and No/100---------- Dollars ($2,000.00) within 60 days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 23rd day of August, 1965.

Hallie H. Copeland (SEAL)
Mrs. Hallie H. Copeland (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Madeline D. Cassanova
J H Bonnech

Recorded 9/15/65 12 A. M.

Form RW-1-SC-6-62

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me J. H. Boinest and made oath that he saw the within named Hallie H. Copeland sign, seal, and as her act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Madeline D. Cassanova in the presence of each other, witnessed the due execution thereof.

J. H. Boinest

SWORN to before me this 23rd day of August, 1965.

John L. Bobo, Notary Public for South Carolina

BOOK 140

133

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Hampton and Branchville Railroad Company

Hampton, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by other lands of Hampton and Branchville Railroad Company

Easterly by lands of Rachel Bennett

Southerly by other lands of Hampton and Branchville Railroad Company

Westerly by lands of S. M. Padgett

Right of way enters Grantor's land from the land of Rachel Bennett, thence extending across Grantor's land in a westerly direction to the land of S. M. Padgett. Center line of right of way being more fully shown on drawing of South Carolina Electric and Gas Company No. AX-10334, dated 8/15/65. All timber cut on the above right of way is to remain property of Grantor.

ether with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or ribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, munication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as ll as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tleovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Seven thousand, one hundred twenty Dollars ($ 7,120.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 23rd day of August, 19 65.

HAMPTON & BRANCHVILLE RAILROAD COMPANY

by: W. Norris Lightsey (SEAL)
W. Norris Lightsey, Pres. & Treas.

(SEAL)

by: S. B. Thompson (SEAL)
S. B. Thompson, Secty.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Recorded 9/15/65 12 A. M.

Form RW-1-SC-6-62

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me H. F. Lathrop and made oath that he saw the within named Hampton & Branchville Railroad Company by the hand of W. Norris Lightsey, Pres. & Treas. and S. B. Thompson, Sec'y. sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that he with Richard H. McMillan, Jr., witnessed the execution thereof and subscribed their named as witnesses thereto.

H. F. Lathrop

SWORN to and subscribed before me, this 23rd day of August, A. D., 1965.

Shealy G. Pendarvis, Notary Public for South Carolina - (L.S.)
Seal affixed

BOOK 140

135

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Hampton & Branchville Railroad Company

Hampton, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

Fifty Feet (50) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Vernon Padgett

Easterly by lands of Charlie W. Bennett

Southerly by lands of Vernon Padgett

Westerly by lands of Vernon Padgett and Francis Kinsey

Right-of-way enters Grantor's land from the land of Charlie W. Bennett thence extending across Grantor's land in a westerly direction to the land of Vernon Padgett and Francis Kinsey. Right-of-way being more fully shown on Drawing CP-10300 of the South Carolina Electric & Gas Company dated March 3, 1965

All timber cut on the above right-of-way is to remain the property of the Grantor.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to relocate, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Five hundred seven and 50/100 Dollars ($ 507.50) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 23rd day of August, 19 65

HAMPTON & BRANCHVILLE RAILROAD COMPANY

by: Norris Lightsey, Pres. & Treas (SEAL)

by S. B. Thompson, Secty. (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Recorded 9/15/65 12 A. M.

Form RW-1-SC-6-62

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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me H. F. Lathrop and made oath that he saw the within named Hampton & Branchville Railroad Company by the hand of W. Norris Lightsey, Pres. & Treas. and S. B. Thompson, Sect'y. sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that he with Richard H. McMillan, Jr., witnessed the execution thereof and subscribed their named as witnesses thereto.

H. F. Lathrop

SWORN to and subscribed before me, this 23rd day of August, A. D., 1965.

Shealy G. Pendarvis, Notary Public for South Carolina - (L.S.)
Seal affixed

137

Form No. 114—BOND FOR TITLE
Weeks, Charleston, S. C.

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton

KNOW ALL MEN BY THESE PRESENTS, That

Harry Tracy, Jr.

hereinafter designated as the obligor(s) held and firmly bound unto

Daisy Mae Walker hereinafter designated as the obligee, in the penal sum of DOLLARS, to be paid to the said obligee, his, her, its or their certain Attorneys, Executors, Administrators, Successors, or Assigns, to which payment well and truly to be made and done the obligor is hereby bound, and each and every of his, her, its or their Heirs, Executors, Administrators, or Successors; jointly and severally, firmly by these presents.

Signed, Sealed, Dated and Delivered at Walterboro, South Carolina, the 16th day of September, A. D. 19 65

WHEREAS, The obligor has this day agreed to sell to the said obligee the following described land in the County of Colleton, to wit:

All that certain piece, parcel or tract of land situate, lying and being in Heyward Township, Colleton County, South Carolina, containing two (2) acres, more or less, and bounded, now or formerly, as follows, to-wit: north by a private dirt road; south by lands of Elliott; west by Jefferies and McLeod; and east by Pinckney.

upon condition that the said obligee shall pay the obligor the sum of Three Hundred Seventy-Five and 00/100 ($375.00) DOLLARS in manner following, that is to say

Ninety-five ($95.00) Dollars on September 16, 1965, and Ten ($10.00) Dollars per month thereafter, with no interest, until the said amount is paid in full.

CONDITIONS OF THIS OBLIGATION ARE; That if the obligee shall pay the said purchase money in manner and in all respects as aforesaid stipulated; and shall in the meantime pay all taxes on, and assessments now or hereafter made against, said land; and the said obligor shall, on the completion of said payment or payments make, execute and deliver, or cause to be made, executed and delivered, a good and sufficient Deed of Conveyance in Fee Simple of the land above described to the said obligee with renunciation of dower, if any be required, and free of all encumbrances by way of mortgage or judgment; then this obligation is to be void and of no effect, or else remain in full force and virtue.

(Over)

9-18-65
12

AND IT IS EXPRESSLY AGREED, by and between the parties hereto that time is of the essence of this contract; and that in the event of the non-payment of said sum or sums of money, or any part thereof, or the interest thereon, if any shall be due, promptly at the time or times herein limited, that then the said obligor shall be absolutely discharged from any and all liability to make and execute such Deed; and may treat the said obligee as tenant holding over after the termination, or contrary to the terms of his lease; or if obligor prefers so to do he, ~~she~~ may enforce the payment of the purchase money, together with fifteen per cent Attorney's fees if collected by law or through an Attorney At Law, and Attorney's fees for any litigation, suit or action that may occur.

Signed, Sealed and Delivered
in the Presence of

/s/ Gerald C. Smoak

/s/ Cynthia B. Dantzler

/s/ Harry Tracy, Jr. (L. S.)

/s/ Daisy Mae Walker (L. S.)

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

PERSONALLY APPEARED before me Cynthia B. Dantzler

and made oath that she saw the within named obligor sign, seal and as his Act and Deed deliver the foregoing bond; and that she with Gerald C. Smoak

witnessed the execution thereof.

Sworn to before me this 16th

day of September, A. D. 19 65.

/s/ Cynthia B. Dantzler

/s/ Gerald C. Smoak (L. S.)
Notary Public for South Carolina

State of South Carolina,
COUNTY OF COLLETON

HARRY TRACY, JR.
TO
DAISY MAE WALKER

COPY

BOND FOR TITLE

Filed and recorded the
day of , 19
in book
at page

C. C. C. P. & G. S.

CREDITS

19 Paid $
19 Paid $
19 Paid $
19 Paid $
19 Paid $
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138

DEEDS

139

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. 1311

September 23, 19 65

The undersigned hereby acknowledge receipt of timely payment of

Five Hundred Seven and 50/100 ---------- Dollars ($ 507.50),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 23, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H. F. Lathrop

Richard H. MacMillan, Jr.

HAMPTON & BRANCHVILLE RAILROAD COMPANY
(Corporate seal affixed)

By: W. Norris Lightsey, Pres. & (SEAL)
Treas. (SEAL)

S. B. Thompson, Secretary (SEAL)

(SEAL)

State of South Carolina,

County of

Personally appeared before me

and made oath that he saw the within named sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with

in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
Hampton County.

Personally appeared before me H. F. Lathrop

and made oath that he saw the within named Hampton & Branchville Railroad Company by the hand of W. Norris Lightsey, President-Treasurer; S. B. Thompson, Secty. sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that he with Richard H. MacMillan, Jr. witnessed the execution thereof and subscribed their names as witnesses thereto.

Sworn to and subscribed before me, this 23rd day of September A. D., 19 65

Shealy G. Bendarvis (L. S.)

Notary Public for South Carolina

Recorded 9/23/65 12 A. M.

Form RW-3-SC-12-58

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

148

DEEDS

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady - Fairfax 115 KV LINE

ACCT. NO. W. O. 1092

CHECK NO. 1310

September 22, 19 65

The undersigned hereby acknowledge receipt of timely payment of

Seven Thousand one hundred twenty and 00/100 ---------- Dollars ($ 7120.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 23, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H. F. Lathrop

Richard H. MacMillan, Jr.

(Corporate seal affixed)

HAMPTON & BRANCHVILLE RAILROAD COMPANY (SEAL)

By: W. Norris Lightsey (SEAL)

Pres. & Treas. (SEAL)

S. B. Thompson, Secretary (SEAL)

State of South Carolina,

County of _____ } ss

Personally appeared before me _____

and made oath that he saw the within named _____ sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

_____

Sworn to before me this _____ day of _____, 19____.

_____

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
Hampton County.

Personally appeared before me H. F. Lathrop

and made oath that he saw the within named Hampton & Branchville Railroad Company by the hand of W. Norris Lightsey, President-Treasurer; S. B. Thompson Secty. sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that he with Richard H. MacMillan, Jr. witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this 22nd day of September A. D. 19 65

Shealy G. Pendarvis (L. S.)

Notary Public for South Carolina

Recorded 9/23/65 12 A. M.

Form RW-3-SC-19-53

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....

DEEDS

BOOK 140

143

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Stancel C. Jones

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Jennie Connolly and S. M. Padgett

Easterly by lands of S. M. Padgett

Southerly by lands of Now or Formerly R. M. Jafferies

Westerly by lands of Now or Formerly R. M. Jafferies

A tract of land containing 96.6 acres more or less being land formerly owned by Hilda Mae S. Hudson and known as the L. J. Jones tract. Recorded in Book of Deeds 119 at Page 458. Right of way enters Grantor land from land of S. M. Padgett thence extending in a westerly direction to land of Ralph G. Connolly. Center line of right of way being more fully shown on South Carolina Electric and Gas Company Dwg. #CP-10300, dated March 29, 1965.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Five Hundred Sixty Five and 00/100 Dollars ($ 565.00) within 60 days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 22nd day of September, 19 65

/s/ Stancel C. Jones (SEAL)
Stancel C. Jones

WITNESS:

/s/ Cynthia B. Dantzler

/s/ Gerald C. Smoak

9-23-65
12 a.m.

Form RW-1-SC-6-62

DEEDS

144

State of South Carolina,
County of COLLETON

Personally appeared before me Cynthia B. Dantzler and made oath that he saw the within named Stancel C. Jones

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 23rd day of September, 19 65

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of, 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

State of South Carolina,
County of

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs., the wife of the within named did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this day of, 19

Notary Public for S. C.

Line: CAMDEN-FAIRFAX 115 KV LINE
County: COLLETON

RIGHT OF WAY GRANT

STANCEL C. JONES

TO

South Carolina Electric & Gas Company

Dated: 22 SEPTEMBER, 19 65

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19, at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 140

145

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Stancel C. Jones

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of State Highway #217

Easterly by lands of C. B. Ponds

Southerly by lands of Now or Formerly Est. of Hattie Peoples

Westerly by lands of McQueen Branch and P. M. Johns

A tract of land containing 57 acres more or less and being same land formerly owned by Pearle B. Reade known as the Braid Tract. Recorded in Book of Deeds 119 at Page 74. Right of way enters said tract from land of C. B. Ponds, thence extending in a westerly direction to land of P. M. Johns. Center line of right of way being more fully shown on South Carolina Electric and Gas Company Dwg. No. CP-10300, dated 3/29/65.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities; for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Four Hundred Sixty Five and No/100 Dollars ($ 465.00) within 60 days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 22nd day of September, 19 65

WITNESS:

/s/ Cynthia B. Dantzler

/s/ Gerald C. Smoak

9-23-65
12 a.m.

/s/ Stancel C. Jones (SEAL)
Stancel C. Jones (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Form RW-1-SC-6-63

DEEDS

142

State of South Carolina,
County of COLLETON } ss

Personally appeared before me Cynthia B. Dantzler and made oath that he saw the within named Stancel C. Jones

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 23rd day of September, 19 65

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

I, , do hereby certify unto all whom it may concern that Mrs. , the wife of the within named , did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this day of , 19

Notary Public for S. C.

E. Line: CANADYS-FAIRFAX 115 KV LINE
C. County: COLLETON

RIGHT OF WAY GRANT

STANCEL C. JONES

TO

South Carolina Electric & Gas Company

Dated: 22 SEPTEMBER, 19 65

Received in the Clerk's Office of the County of , South Carolina, on the day of , A. D. 19 , at o'clock in the noon and recorded in Book of Deeds for said County on page .

149

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Hampton and Branchville Railroad Company
Hampton, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by other lands of Hampton and Branchville Railroad Company

Easterly by lands of R. A. Durham and Union Bag

Southerly by other lands of Hampton and Branchville Railroad Company

Westerly by lands of Martin Thomas

Right of way enters Grantor's land from land of R. A. Durham and Union Bag, thence extending across Grantor's land in a westerly direction to the land of Martin Thomas. Right of way being more fully shown on Drawing No. AX-10334 of the South Carolina Elec. and Gas Company, dated 3/15/65. All timber cut on the above right of way is to remain property of Grantor. No structure, apparatus, or equipment shall be erected or implanted by the Grantees which will in any way interfere with the Grantor's maintenance of the road or canal or with the hauling by truck of legal height, width, or weight loads.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Nine thousand two hundred twenty Dollars ($ 9,220.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 23rd day of August 19 65

HAMPTON AND BRANCHVILLE RAILROAD COMPANY
by: H Morris Lightsey Pres. (SEAL)
(SEAL)
by L. D. Thompson Secy (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
W. F. Sutton
Rubie Hutto Mae Williamson

Recorded 9/23/65 12 A. M.

Form RW-1-67-6-62

STATE OF SOUTH CAROLINA

COLLETON COUNTY

PERSONALLY appeared before me H. F. Lathrop and made oath that he saw the within named Hampton & Branchville Railroad Company by the hand of W. Norris Lightsey, Pres. & Treas. and S. B. Thompson, Sec'ty/ sign, ~~xx~~ affix the corporate seal and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that he with Richard H. McMillan, Jr. witnessed the execution thereof and subscribed their named as witnesses thereto.

SWORN to and subscribed before me, this
23rd day of August, A. D. 1965. H. F. Lathrop

Shealy G. Pendarvis, Notary Public for S. C. (L.S.)

RECORDED 9/23/65 12 A. M.

(Rev. 1-22-65)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That FEDERAL NATIONAL MORTGAGE ASSOCIATION, hereinafter called the "Association," a corporation organized under an Act of Congress and existing pursuant to the Federal National Mortgage Association Charter Act, hereby and by these presents does make, constitute and appoint

J. L. DACUS of the City of ATLANTA, FULTON COUNTY, GEORGIA

true and lawful agent and attorney for it and in its name and stead:

1. To purchase or contract to purchase notes, bonds or other evidences of indebtedness and any accompanying real estate mortgages, deeds of trust, security deeds, chattel mortgages, or collateral of whatsoever kind or nature and to modify or consent to the modification of any such contract;

2. To endorse without recourse, or assign without representation, recourse or warranty, or to amend, modify, extend or renew any note, bond, check or other evidence of indebtedness now or hereafter held by the Association, and to release from liability any maker, obligor and/or guarantor on any such note, bond, check or other evidence of indebtedness;

3. To satisfy, discharge, release, amend, modify, extend, renew, subordinate and/or foreclose in any legal manner, in whole or in part, any chattel mortgage, real estate mortgage, deed of trust, security deed or collateral of whatsoever kind or nature, securing any note, bond or other evidence of indebtedness now or hereafter held by the Association, and to exercise any right or authority which the Association has or may have pursuant to the terms of any such security instrument or evidence of indebtedness;

4. To assign without representation, recourse or warranty, any chattel mortgage, real estate mortgage, deed of trust, security deed, or collateral of whatsoever kind or nature, securing any note, bond or other evidence of indebtedness now or hereafter held by the Association; and to assign, convey, sell, lease or sublease and enter into contracts for the assignment, conveyance, sale, lease or sublease of any real estate, chattels, securities or property of any sort or nature, or interests therein, now held or hereafter acquired by the Association;

5. To discharge, satisfy, release, waive, subordinate and/or assign, in whole or in part, any judgment now or hereafter entered in favor of the Association or held by it as assignee;

6. To assign, surrender, release, modify and/or consent to the assignment, surrender, release and/or modification of any policy of insurance and/or any rights arising out of any policy of insurance of which the Association now is or hereafter shall become the assignee, beneficiary or the insured, or in which the Association now has or hereafter shall have any interest of any kind or nature, and to execute proof of loss, proof of death, statement of claimant and/or any other instrument in connection with any such policy of insurance and/or any rights arising therefrom;

7. To execute, acknowledge, deliver, file for record and/or record such instruments and to perform such other acts as may be necessary and proper to effectuate the foregoing.

FURTHER, the Association hereby does grant unto its said agent and attorney full power and authority to do and perform all and every act and thing requisite, necessary and proper to carry into effect the powers hereby granted as fully, to all intents and purposes, as it might or could do, and hereby does ratify and confirm all that its said agent and attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the Association has caused its corporate name to be subscribed hereto and its corporate seal to be hereunto affixed and duly attested on this 27th day of August, 1965.

ATTEST: FEDERAL NATIONAL MORTGAGE ASSOCIATION

Roland H. Cook, Assistant Secretary — J. S. Baughman, President

WITNESSES: Alice N. Boyer
Alice N. Boyer
Sandra O. Malone
Sandra O. Malone

DISTRICT OF COLUMBIA, ss:

Personally appeared before me, Sandra O. Malone, who, being duly sworn, says that she saw the corporate seal of the FEDERAL NATIONAL MORTGAGE ASSOCIATION affixed to the foregoing power of attorney, and that she also saw J. S. Baughman, President and Roland H. Cook, Assistant-Secretary, of said Association, sign and attest the same, and that she with Alice N. Boyer, witnessed the execution and delivery thereof as the act and deed of said Association.

Sworn to and subscribed before me this 27th day of August, 1965.

Catherine B. Sherwood — Sandra O. Malone

Notary Public in and for the District of Columbia

My commission expires: December 14, 1969

150

STATE OF SOUTH CAROLINA)
OPTION
COUNTY OF COLLETON)

For the sum of Two Thousand Five Hundred and No/100 ($2,500.00) Dollars to C. D. C. Adams and Mary A. Adams, in hand paid at and before the sealing and delivery of these presents, by Kenneth A. Wetsell, the receipt whereof is hereby acknowledged, we, C. D. C. Adams and Mary A. Adams, have bargained and agreed, and do hereby bargain and agree, to sell the said Kenneth A. Wetsell, his heirs and assigns, the following described property:

TRACT NO. 1: ALL that certain tract of land, containing seven hundred sixty and five-tenths (760.5) acres, more or less, formerly known as the "Old Home Place of J. R. Stokes, deceased", in Red Bank School District, Colleton County, South Carolina, located on both sides of State Highway No. 61, formerly No. 65, on the waters of the Edisto River, and now in possession of C. D. C. Adams, bounded now or formerly as follows: on the North by Edisto River; on the East by lands of Dorchester Lumber Company (formerly Stokes) and by lands of C. D. C. Adams, and by lands of C. C. Hiott; on the South by lands of C. C. Hiott and lands of J. D. Risher; and on the West by lands of Estate of J. D. Risher and lands of T. R. Risher. Said tract of land is more particularly shown and delineated on a plat prepared by A. J. Lemacks, Surveyor, dated May 20, 1902, and checked by C. E. DuRant, Surveyor, in November 1933, and is recorded in Plat Book 3, at page 138, in the office of the Clerk of Court for Colleton County, South Carolina.

TRACT NO. 2: ALL that certain tract of land, containing fifty-six and one-fourth (56¼) acres, more or less, known as the "C. D. C. Adams (Jr.) Place", in Red Bank School District, Colleton County, South Carolina, on State Highway No. 61, formerly No. 65, and now in the possession of C. D. C. Adams, bounded now or formerly as follows: on the North by South Carolina Highway No. 61, formerly No. 65; on the East by lands of Catherine A. McEachern, formerly lands of the Estate of C. D. C. Adams (Sr.) and lands of Charlie Byrd; on the South by lands of Charlie Byrd and lands of C. C. Hiott; and on the West by lands of C. D. C. Adams. Said tract of land is more particularly shown and delineated on a plat prepared by C. E. DuRant, Surveyor, dated February 21, 1940, recorded in Plat Book 3, at page 138, in the office of the Clerk of Court for Colleton County, South Carolina.

For the sum of Two Hundred Seventy-five Thousand and No/100 ($275,000.00) Dollars, net, the purchaser to pay for stamps on deed, stamps on note, and recording costs, payable as follows:

Two Thousand Five Hundred and No/100 ($2,500.00) Dollars at the execution hereof;

Thirty-two Thousand Eight Hundred Sixteen and 64/100 ($32,816.64) Dollars at settlement, upon delivery of good and marketable title to the above described property, subject to the Federal Land Bank mortgage hereinafter referred to;

recorded 9/23/65 9 A. M.

Assumption by Kenneth A. Wetsell of the payment of that certain mortgage from C. D. C. Adams to the Federal Land Bank, dated August 15, 1960, recorded in Mortgage Book 107, at page 407, in the office of the Clerk of Court for Colleton County, South Carolina, in the original sum of Fifty-four Thousand Seven Hundred and No/100 ($54,700.00) Dollars, the net balance on which, as of January 3, 1966, will be Forty-four Thousand Six Hundred Eighty-three and 36/100 ($44,683.36) Dollars, deducting the stock of C. D. C. Adams in the Federal Land Bank Association, which is to be transferred to Kenneth A. Wetsell at the settlement; and

The remaining balance of One Hundred Ninety-five Thousand and No/100 ($195,000.00) Dollars shall be evidenced by a promissory note and mortgage next in priority to the Federal Land Bank, executed by Kenneth A. Wetsell to C. D. C. Adams, providing for the payment of One Hundred Ninety-five Thousand ($195,000.00) Dollars, with interest at the rate of four (4%) per cent per annum on the unpaid balances, payable annually, principal payable in fifteen (15) equal successive annual installments of Thirteen Thousand and No/100 ($13,000.00) Dollars each, commencing one (1) year from the date of settlement, and interest on the unpaid balances payable along with principal payments.

PROVIDED notice of exercise of this option shall be given in writing by letter deposited in United States mail, on or before six (6:00) o'clock P. M., December 15, 1965, and addressed to Mr. C. D. C. Adams, Round O, South Carolina; HOWEVER, settlement shall not be had prior to January 3, 1966, nor later than January 31, 1966. Settlement shall be had in the office of Isadore Bogoslow, Attorney at Law, 110 Walter Street, Walterboro, South Carolina, or at such other place as may be agreed upon by the parties hereto.

Purchaser shall have the right of occupancy at the time of settlement, EXCEPT for the residence and five (5) acre residence area which C. D. C. Adams shall have the right to occupy until December 31, 1966 -- this privilege may be granted by letter and need not be included in the deed transferring title.

IT IS FURTHER UNDERSTOOD AND AGREED that upon the exercising of the option that the purchaser assumes the interest on the Federal Land Bank mortgage accruing after January 3, 1966, regardless of the date of closing; and that the purchaser agrees to pay the taxes for the year 1966.

The deposit of Two Thousand Five Hundred and No/100 ($2,500.00) Dollars, made and delivered at the execution hereof, shall be refunded to Kenneth A. Wetsell should title to said property prove not good and marketable.

Recorded 9/23/65 9 A. M.

IT IS FURTHER UNDERSTOOD AND AGREED by the parties hereto that there will be a stipulation inserted in the mortgage to C. D. C. Adams in the amount of One Hundred Ninety-five Thousand ($195,000.00) Dollars, representing the remaining balance of the purchase price, that after January 1, 1967, in the event that Kenneth A. Wetsell should desire to sell the timber or a portion or portions of the land, or a right of way over said land, that the price therefor shall be agreed to between C. D. C. Adams and Kenneth A. Wetsell and if they are unable to agree, by two arbitrators, one appointed by each party, who shall put a fair price upon the property to be sold, and that C. D. C. Adams agrees to release any such portion from the lien of his mortgage upon the payment to him of such amount of the sales price as he may require in excess of what the Federal Land Bank may require to release its mortgage lien, or C. D. C. Adams may require, at his option, that the full sales price, or a portion thereof, be paid by Kenneth A. Wetsell on the Federal Land Bank mortgage. This agreement shall be binding upon each of the parties, their heirs, executors, administrators or assigns.

DATED at Walterboro, South Carolina, this 22nd day of September 1965.

IN THE PRESENCE OF:

Thomas O. Berry, Jr.

Isadore Bogoslow

C. D. C. Adams (L.S.)

Mary A. Adams (L.S.)

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me Thomas O. Berry, Jr., who, being duly sworn, says that he saw the within named C. D. C. Adams and Mary A. Adams sign, seal and as their act and deed, deliver the within written Option, and that he with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me this
22nd day of September 1965

Isadore Bogoslow (L.S.)
Notary Public for South Carolina

Thomas O. Berry, Jr.

recorded 9/23/65 9 A. M.

State OF SOUTH CAROLINA

COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Isadore Bogoslow, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Mary A. Adams, the wife of C. D. C. Adams, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Kennath A. Wetsell, his heirs and assigns, all her right, and claim of dower, of , in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 22nd day of September 1965.

Isadore Bogoslow (L.S.) Mary A. Adams
Notary Public for South Carolina

recorded 9/23/65 9 A. M.

BOOK 140

155

RECEIPT FOR RIGHT OF WAY PAYMENT

CANADY-FAIRFAX 115 KV LINE

NO. W. O. 1092

CHECK NO. D-276 September 14, 1965 1965

The undersigned hereby acknowledge receipt of timely payment of TWO HUNDRED EIGHTY-ONE -----00/100 ---------- Dollars ($ 281.00 as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 30, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Rita H. Bailey

Shealy G. Pendarvis

J. P. Bailey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me RITA H. BAILEY

and made oath that S he saw the within named J. P. BAILEY

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that S he with SHEALY G. PENDARVIS in the presence of each other, witnessed the due execution thereof. Rita H. Bailey

Sworn to before me this 14th day of September, 1965.

Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

the hand of sign, affix the corporate seal and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

11a

Notary Public For

Form BW-3-SC-3-61

Recorded Sept 24 - 1965

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STATE OF SOUTH CAROLINA)
) GENERAL POWER OF ATTORNEY
COUNTY OF COLLETON)

KNOW ALL MEN BY THESE PRESENTS, That I, Alexander A. Babilonia, of Walterboro, South Carolina, have nominated, constituted, and appointed, and by these presents do hereby nominate, constitute and appoint my wife, Marguerite Babilonia, of Walterboro, South Carolina, my true and lawful attorney for me in my name and stead to handle and manage any and all of my property, real and personal; to collect and receive all moneys now due or which may hereafter become due to me, and to execute proper receipt therefor; to execute checks, promissory notes, drafts, and other commercial paper; to make payments on account of any indebtedness due by me, and to execute new notes or renewals of matured notes; to execute contracts, bills of sale, deeds of conveyance, mortgages of real or personal property, bonds, and all other instruments in writing whether under seal or not under seal; and generally to do any and all things which she in her discretion may deed necessary or proper in the management of my affairs; and I hereby ratify and confirm, and agree to ratify and confirm, all that my said attorney may do by virtue of these presents.

My said attorney shall have full authority to sign all documents or other instruments including note and mortgage of real estate in connection with my application for a loan from the Veterans Administration or any other source and in my place and stead to sign all things necessary to consumate said loan.

This appointment of my wife as my lawful attorney may be revoked by me only by the execution and recordation of a written revocation.

WITNESS my hand and seal this 23rd day of December, 1964.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas M. Howell Jr.

Janesl Seltzer.

Alexander A. Babilonia

2 D
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STATE OF SOUTH CAROLINA.
COUNTY OF COLLETN. PROBATE.

PERSONALLY Appeared before me Janeal Steltzer, and madeoath that she saw within named Alexander A.Babilonia Sign, SEal and as his act and Deed, del the within Written Power of Attorney, and that she with Thomas. M.Howell Jr. witnessed the Execution thereof.

SWORn to before me this 23rd day of ~~Sept~~ December, 1964.

Janeal Steltzer.

Thomas M.Howell Jr. (SEAL.)

Notary Public for South Carolina.

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STATE OF SOUTH CAROLINA:
COUNTY OF COLLETON : ss.:

THIS AGREEMENT made this 9th day of April 1965, by and between the CITY OF WALTERBORO (hereinafter sometimes called "City"), a municipal corporation of the State of South Carolina, and THE PEOPLES WATER SERVICE COMPANY OF SOUTH CAROLINA (hereinafter sometimes called "Company"), a South Carolina Corporation.

W I T N E S S E T H:

WHEREAS, the Company has duly acquired the rights of South Carolina Power Company, lessee of the City's water system, under a certain Agreement dated March 2, 1928, by and between South Carolina Power Company and the Town of Walterboro, which Agreement (hereinafter called "Original Agreement") is recorded in Book Miscellaneous No. 1, page 108, in the Office of the Clerk of Court of Colleton County, South Carolina; and

WHEREAS, said Original Agreement has been amended or supplemented by the following Agreements (hereinafter collectively called "Amending Agreements");

(1) Agreement dated on or about May 1, 1935, by and between The Pooples Water Service Company of South Carolina and the Town of Walterboro, and recorded in Book 70, page 111, in the Office of the Clerk of Court of Colleton County, South Carolina.

(2) Agreement dated April 30, 1942, by and between The Peoples Water Service Company of South Carolina and the Town of Walterboro, recorded in Book 83, page 129, in the Office of the Clerk of Court of Colleton County, South Carolina.

(3) Agreement dated October 18, 1954, by and between the Town of Walterboro and The Peoples Water

Recorded 9/27/65 12 A. M.

Service Company of South Carolina, recorded in Book 115, page 389, in the Office of the Clerk of Court of Colleton County, South Carolina; and

WHEREAS, it is the mutual desire of the City and the Company to amend said Original Agreement, as heretofore amended or supplemented by said Amending Agreements, as hereinafter stated; said Original Agreement as amended or supplemented by said Amending Agreements being hereinafter called "Existing Agreement";

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT, in consideration of the mutual agreements and covenants herein contained, the City and the Company hereby agree as follows:

Section 1. The Existing Agreement, as amended or supplemented hereby, shall continue in force until September 1, 1975.

Section 2. Upon termination of the Existing Agreement, as amended or supplemented hereby, the Company will return the water works system, pumps and pumping machinery and other equipment used in connection therewith, to the City in its present condition, less usual wear and tear and depreciation in value from natural causes. In the event of such return the City will reimburse the Company for any water meters purchased and installed, and for other improvements made, in such water system by the Company, less natural wear and tear and depreciation; except that the agreed value of such improvements as of September 30, 1964, shall be Two Hundred Twenty-One Thousand, Four Hundred Ninety-Six and 36/100 Dollars ($221,496.36), which sum shall not draw interest and that said equipment and improvements shall be subject to further depreciation as provided in said Existing Agreement for new equipment and improvements.

Recorded 9/27/65 12 A. M.

Section 3. The aggregate of all rental and tapping fee amounts becoming owed to the City by the Company in excess of $2,000 per month shall be applied by the Company monthly to the reduction of the amount of the City's indebtedness to the Company, and a statement setting forth the amount of such reduction thereof shall be sent to the City within ten (10) days after the close of each month.

Section 4. The Company's rates and charges shall be changed as shown in Exhibit A attached hereto and made a part hereof.

Section 5. The effective date of this Agreement shall be May 15, 1965.

The City and the Company hereby ratify said Original Agreement dated March 2, 1928, and the aforesaid Amending Agreements, except as amended or supplemented by this Agreement.

IN WITNESS WHEREOF said City of Walterboro has caused this Agreement to be executed in its name by Howell H. Sweat, its Mayor, and attested by William E. Fripp, its Clerk and Treasurer, thereunto duly authorized, and the City's seal to be hereunto affixed; and The Peoples Water Service Company of South Carolina has caused this Agreement to be signed in its corporate name by Robert M. Hopkins, its President, and its corporate seal to be hereunto affixed and attested by Nicholas Fetsch Jr., its Assistant Secretary, all as of this 6th day of May, 1965.

CITY OF WALTERBORO

By Howell H. Sweat
Mayor
Howell H. Sweat,

Recorded 9/27/65 12 A. M.

Attest:

Wm. E. Fripp
Clerk and Treasurer
of the City of Walterboro

Signed, sealed and
delivered by the City of Walterboro
in the presence of:

T. H. Hydrick, Jr.

J. E. Shell

THE PEOPLES WATER SERVICE COMPANY
OF SOUTH CAROLINA

By Robert M. Hopkins
President
Robert M. Hopkins

Attest:

Nicholas Fetsch, Jr.
Assistant Secretary

Signed, sealed and
delivered by The Peoples Water
Service Company of South Carolina
in the presence of:

Charles B. Gillet

S. M. Silverman

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me T. H. Hydrick, Jr.,
who being duly sworn says that he saw the above named City of
Walterboro by Howell H. Sweat, its Mayor, sign,
affix its corporate seal, and as the act and deed of the said

Recorded 9/27/65 12 A. M.

City of Walterboro deliver the foregoing Agreement, and that he with J. E. Shell witnessed the execution thereof.

Sworn to before me this 9th day of April, 1965.

T. H. Hydrick, Jr.

Virginia F. Whatley
Notary Public for South Carolina
Virginia F. Whatley
My commission expires at the pleasure of the Governor.

STATE OF MARYLAND)
CITY OF BALTIMORE)

Personally appeared before me S.M. Silverman, who being duly sworn says that he saw the above named The Peoples Water Service Company of South Carolina by Robert E. Hopkins, its ____ President, sign, affix its corporate seal, and as the act and deed of said The Peoples Water Service Company of South Carolina deliver the foregoing Agreement, and that he with Charles B. Cillet witnessed the execution thereof.

Sworn to before me this 6th day of May, 1965.

S. M. Silverman

Mildred R. Fair
Notary Public for Baltimore City, Maryland. Mildred R. Fair
My commission expires 7/1/6-
Seal affixed 7/1/65

Recorded 9/27/65 12 A. M.

DEEDS

EXHIBIT A

		Present Rates in Town	New Rate	Present Rates Out of Town	New Rate
First	3,000 Gallons	$1.75 Minimum	$2.50	$3.00 Minimum	$3.75
Next	17,000 Gallons	.44 per M	No Change	.46 per M	No Change
Next	80,000 Gallons	.385 per M	No Change	.395 per M	No Change
Next	100,000 Gallons	.33 per M	No Change	.33 per M	No Change
Next	50,000 Gallons	.275 per M	No Change	.275 per M	No Change
All Over	250,000 Gallons	.22 per M	No Change	.22 per M	No Change

Tap Fees	Present Charge in Town	New Charge	Present Charge Out of Town	New Charge
3/4"	$15.00	No Change	$50.00	No Change
1"	25.00	No Change		$100.00
1-1/4"	35.00	$50.00		
1-1/2"	50.00	75.00		
2"	75.00	100.00		

All Sprinkler Systems $30.00 per year, allowing up to 300 heads, 10¢ per head per year all over 300. Cost of cut-in to be paid by customer.

Minimum Monthly Charge		Present Charge	New Charge
5/8" x 3/4"	Service	$ 1.75	$ 2.50
1"	Service	1.75	3.50
1-1/4"	Service	1.75	4.50
1-1/2"	Service	1.75	5.50
2"	Service	1.75	12.00
3"	Service	1.75	25.00
4"	Service	1.75	50.00

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Recorded 9/27/65 12 A. M.

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BOOK 140

166

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Fair Jct 115 KV

ACT. NO. 1092

CHECK NO. 1314

September 24, 1965

The undersigned hereby acknowledge receipt of timely payment of Four Hundred Thirty Five and 00/100 Dollars, ($435.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated September 22nd, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS: A. B. Crosby

A. B. Crosby

Gerald C. Smoak

Stancil C. Jones (SEAL)

Stancil C. Jones (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me A. B. Crosby and made oath that he saw the within named Stancel C. Jones sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

A. B. Crosby

Sworn to before me this 24th day of September, 1965

Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

I made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Recorded 9/30/65 9 A. M.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For

Form RW-3-SC-3-61

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BOOK 140

168

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Cassidy's - Fairfax 115KV

CODE NO. 1042

CHECK NO. 1313

September 24 1965

The undersigned hereby acknowledge receipt of timely payment of Five hundred Sixty Five and No/100 Dollars, ($565.00) as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated September 22nd 1965 to construct, maintain and operate gas and electric lines, across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

A. B. Crosby

Gerald C. Smoak

Stancil C. Jones (SEAL)

Stancil C. Jones (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me A. B. Crosby

and made oath that he saw the within named Stancel C. Jones

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof.

A B Crosby

Sworn to before me this 24th day of September 19 65

Gerald C, Smoak Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

in the hand of sign, affix the corporate seal and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

Recorded 9/30/65 9 A. M.

Notary Public For

Form RW-3-SC-3-61

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BOOK 140

170

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE CANADY-FAIRFAX 115 KV LINE

ACCT. NO. W. O. 1092

CHECK NO. D-271 September 7, 19 65

The undersigned hereby acknowledge receipt of timely payment of TWO HUNDRED----00/100 Dollars, ($ 200.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 25, 19 65, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Willie Behling

Shealy G. Pendarvis

F. M. Kinsey (SEAL)

F. M. Kinsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Willie Behling and made oath that he saw the within named F. M. Kinsey sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Willie Behling

Sworn to before me this 7th day of August 1965

Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned and that with witnessed the execution thereof and subscribed name as witnesses thereto.

Sworn to and subscribed before me, this day of A. D. 19

(L. S.)

recorded 10/2/65 9 a. M.

Notary Public for

Form BW-3-8C-3-61

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BOOK 140

172

RECEIPT FOR RIGHT OF WAY PAYMENT

RE: CANADY-FAIRFAX 115 KV LINE

JOB NO W.O. 1092

CHECK NO. D 272 September 7 1965

The undersigned hereby acknowledge receipt of thirty payment of TWENTY-----and 00/100 Dollars, ($ 20.00) as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 22 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:
Roverta Carter
Shealy G. Pendarvis

Ether Davis (SEAL)
Ether Davis
Daniel Davis (SEAL)
Daniel Davis
(SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Roverta Carter and made oath that she saw the within named Ether Davis and Daniel Davis sign, seal and as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with Shealy G. Pendarvis the presence of each other, witnessed the due execution thereof. Roverta Carter

Sworn to before me this 7th day of September 1965
Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19

(L. S.)

Notary Public For

recorded 10/2/65 9 A. M.

Form RW-4 SC 4-61

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE: CANADY-FAIRFAX 115 KV LINE

ACCT. NO.: W.O. 1092

CHECK NO.: D-273 September 7, 1965

The undersigned hereby acknowledge receipt of timely payment of Twenty-five and 00/100..... Dollars, ($25.00) as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 22, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:
Vela Mae Carter
Shealy G. Pendarvis

Roverta W. Carter (SEAL)
Roverta W. Carter
Frank Carter (SEAL)
FRank Carter, Sr.
(SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Vela Mae Carter and made oath that She saw the within named Frank Carter and Roverta W. Carter as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that She with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof Vela Mae Carter

Sworn to before me this 27th day of September 1965
Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA
County

Personally appeared before me
and made oath that saw the within named
by the hand of
sign, affix the corporate seal and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned and that with
witnessed the execution thereof and subscribed name as witness thereto.

Sworn to and subscribed before me, this
day of A. D. 19

(L. S.)
Notary Public for

recorded 10/2/65 9 A. M.

Form RW-1 (S.C.) (C)

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BOOK 140

176

RECEIPT FOR RIGHT OF WAY PAYMENT

NE CANADY-FAIRFAX 116 KV LINE

CT. NO. W.O. 1092

CHECK NO. D-279 September 23 1965

The undersigned hereby acknowledge receipt of timely payment of THIRTY-FIVE ----------00/100- ---------- Dollars, ($ 35.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 22, 1965, 19__, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Elvina Carter
Shealy G. Pendarvis

Willie Behling (SEAL)
Willie Behling (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me XXXXXXXXXXXXXX Elvina Carter and made oath that She saw the within named Willie Behling sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with the presence of each other, witnessed the due execution thereof. Elvina Carter

Sworn to before me this 23rd day of September 19 65

Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19
(L. S.)

Notary Public For

recorded 10/2/65 9 A. M.

Form RW-3-SC-3-61

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BOOK 140

178

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Conaby-Jessop 115KV

ACCT. NO. WC 1092

CHECK NO. D 281

September 23 1965

The undersigned hereby acknowledge receipt of timely payment of One Thousand four Hundred and No/100 Dollars ($1,400.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 30, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Virginia H. Padgett
Shealy G. Blanchard

Vernon R. Padgett (SEAL)
Vernon R. Padgett (SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Virginia H. Padgett and made oath that she saw the within named Vernon R. Padgett sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with Shealy G. Blanchard in the presence of each other witnessed the due execution thereof.

Virginia H. Padgett

Sworn to before me this 23rd day of September 1965

Shealy G. Blanchard
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

recorded 10/2/65 9 A. M.

Form RW-3-SC-12-52

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BOOK 140

180

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady + Fairfax 115KV

ACCT. NO. 1092

CHECK NO. D 2 82

September 23, 1965

The undersigned hereby acknowledge receipt of timely payment of one Hundred and no/100 Dollars ($100.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 30, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Virginia H. Padgett — Vernon R. Padgett (SEAL)

Shealy G. Pendarvis — Vernon R. Padgett (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Virginia H. Padgett and made oath that he saw the within named Vernon R. Padgett sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other witnessed the due execution thereof.

Virginia H. Padgett

Sworn to before me this 23rd day of September, 1965.

Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.) recorded 10/2/65 9 A. M.

Notary Public for

Form RW-3-SC-12-52

181

BOOK 140

182

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady-Fairfax 115 KV Line

ACCT. NO. W.O. 1092

CHECK NO. D-289 September 29, 19 65

The undersigned hereby acknowledge receipt of timely payment of NINE HUNDRED --------00/100 Dollars ($ 900.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 16, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:
Nellie T. Roessler
Shealy C. Pendarvis

M. L. Thomas Jr (SEAL)
M. L. Thomas, Jr. (SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Nellie T. Roessler and made oath that she saw the within named M. L. Thomas, Jr. sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with Shealy C. Pendarvis in the presence of each other, witnessed the due execution thereof.

Nellie T. Roessler

Sworn to before me this 29th day of September, 19 65

Shealy C. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

recorded 10/2/65 9 A. M.

Form RW-3-SC-12-52

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RECEIPT FOR RIGHT OF WAY PAYMENT

RE CANADY-FAIRFAX 115 KV LINE

ACCT. NO. W.O. 1092

CHECK NO. D-290 September 29, 19 65

The undersigned hereby acknowledge receipt of timely payment of NINE HUNDRED----------00/100 Dollars ($ 900.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 16, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of COLLETON and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

M. L. Thomas Jr.
Shealy G. Pendarvis

Nellie Thomas Roessler (SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of COLLETON

Personally appeared before me M. L. THOMAS, JR. and made oath that he saw the within named Nellie Thomas Roessler sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

M. L. Thomas Jr.

Sworn to before me this 29th day of September, 19 65

Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public for

Recorded 10/2/65 9 A. M.

Form RW-3-SC-12-53

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BOOK 140

186

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE CANADY-FAIRFAX 115 KV LINE

ACCT. NO. W.O. 1092

CHECK NO. D-280 September 23, 19 65

The undersigned hereby acknowledge receipt of timely payment of TWO HUNDRED ----------00/100 ---------- Dollars, ($200.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 30, 19 65, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Clara Murdaugh

Shealy G Pondarvis

Rudolph Murdaugh (SEAL)

Rudolph Murdaugh (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me CLARA MURDAUGH XXXXXXXXXXXXXX

and made oath that she saw the within named Rudolph Murdaugh

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pondarvis in the presence of each other, witnessed the due execution thereof.

Clara Murdaugh

Sworn to before me this 23 day of September, 19 65.

Shealy G Pondarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19__

_____ (L. S.) 30 Pm

Notary Public For _____ 10-4-1965

Form [illegible]

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BOOK 140

188

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Walterboro-Augusta Gas

JCT. NO. 73

CHECK NO. 732

August 18th, 1965

The undersigned hereby acknowledge receipt of timely payment of Two Hundred Seventy Five and No/100 Dollars ($275.00), as full payment for the rights granted to SOUTH CAROLINA NATURAL GAS COMPANY, its successors and assigns by easement dated June 25th, 1965, to construct, maintain and operate a gas line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Gerald C. Snoak

Cynthia B. Dantzler

Pierce Herndon (SEAL)

Pierce Herndon (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me Cynthia B. Dantzler and made oath that she saw the within named Pierce Herndon sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with Gerald C. Snoak in the presence of each other, witnessed the due execution thereof.

Cynthia B. Dantzler

Sworn to before me this 16th day of September, 19 65

Gerald C. Snoak

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Recorded 10/4/65 9 A. M.

Form RW-SC-7-55

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BOOK 140

194

GENERAL POWER OF ATTORNEY

THE STATE OF TEXAS)
COUNTY OF TOM GREEN)

KNOW ALL MEN BY THESE PRESENTS, that I, SSgt Charles E. Walker
a legal resident of San Angelo, State of Texas
presently a member of the U.S. Air Force
hereby make, constitute and appoint my wife, Rosalie M. Walker,
residing at 110 West 16th Street, San Angelo, Texas
my true and lawful attorney to act in, manage and conduct all my estate and all my affairs, and for that purpose for me and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute, and to concur with persons jointly interested with myself therein in the doing or executing of all or any of the following acts, deeds and things, that is to say:

TO ACQUIRE, DISPOSE AND CONTRACT

To buy, receive, lease, accept or otherwise acquire; to sell, convey, mortgage, hypothecate, pledge, quit claim or otherwise dispose of or encumber; to contract or agree for the acquisition, disposal or encumbrance of; any property whatsoever and wheresoever situated (be it real, personal, mixed, tangible or intangible), or any custody, possessions, rights or interest therein or pertaining thereto, upon such terms as my said attorney shall think proper.

TO MANAGE REAL AND PERSONAL PROPERTY

FURTHER, to take, hold, possess, invest, store, deposit, lease or let, or otherwise manage any or all of my real, personal, mixed, tangible or intangible property which I now own or shall at any time hereafter acquire, including any interest therein or pertaining thereto; to eject, remove or relieve tenants or other persons from, and recover possession of, the aforementioned property by all lawful means, and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify or improve any such property or any part thereof.

TO COLLECT, PAY AND COMPROMISE

FURTHER, to make, do and transact all and every kind of business of whatever kind or nature, including the receipt, recovery, collection, payment, compromise, settlement and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, claims, demands, debts, taxes and obligations which are now, or hereafter may be due, owing or payable by me or to me.

TO EXECUTE INSTRUMENTS, DEPOSIT, WITHDRAW AND INVEST

FURTHER, to make, indorse, accept, receive, sign, seal, execute, acknowledge and deliver deeds, assignments, certificates, hypothecations, checks, notes, bonds, vouchers, receipts, releases and such other instruments in writing of whatever kind or nature, as may be necessary, convenient or proper in the exercise of the powers herein mentioned, or as she shall think fit or be advised; to make deposits or investments in, or withdrawals from any account, holding or interest which I have now, or may hereafter have, or be entitled to, in any bank, trust, or investment institution, including postal savings, depositary offices, credit unions, savings, building and loan associations, and similar institutions; and to exercise any right, option or privilege pertaining thereto, and to open or establish accounts, holdings or interest of whatever kind or nature with any such institution, in my name or in my said attorney's name or in both our names jointly, with or without right of survivorship.

TO PROSECUTE AND DEFEND

FURTHER, to institute, prosecute, defend, compromise, arbitrate and dispose of legal, equitable or administrative hearings, actions, suits, attachments, arrests, distresses or other similar proceedings, or otherwise engage in litigation in connection with the exercise of the power herein contained.

TO BORROW MONEY

FURTHER, to borrow for me and on my behalf any sum or sums of money on such terms and with such security as she may think fit, and for that purpose to execute all promissory notes, bonds, mortgages, and other instruments which may be necessary or proper.

TO ENGAGE AND DISMISS AGENTS

FURTHER, to engage, employ and dismiss in my name, agents, counsel, employees, clerks and servants, and to appoint and remove at pleasure any substitute for, or agent under her in respect to all or any of the matters or things herein mentioned, or in which I may have an interest.

TO ACT AS PROXY

FURTHER, to act as my attorney or proxy in respect to any stocks, shares, bonds, investments, rights, or interests I now have or may hereafter hold; to engage and dismiss agents, counsel and employees; to appoint and remove at pleasure any substitute for, or agent of, my said attorney in respect to all or any of the matters or things herein mentioned upon such terms as my attorney shall think fit.

TRANSACTIONS WITH UNITED STATES GOVERNMENT

FURTHER, to execute and deliver vouchers in my behalf for any and all allowances and reimbursements properly payable to me by the United States Government, including but not restricted to allowances and reimbursements for transportation of dependents or shipment of household effects as authorized by law and pertinent regulations; to receive, indorse and collect the proceeds of checks payable to the order of the undersigned drawn on the Treasury of the United States or other fiscal officers or depositary of the United States, or the Treasurer of any sovereign state, government authority or any subdivision or instrumentality thereof; to prepare, execute and file tax returns of all types, and other government reports, declarations, applications, requests, and documents; to take possession of and order the removal or shipment of any or all of my personal property from any post, base, warehouse, depot, dock or other place of storage, governmental or private; and to execute and deliver any release, voucher, receipt, shipping ticket, certificate or other instrument necessary or convenient for such purpose.

INSURANCE POLICIES

FURTHER, to act as my attorney-in-fact or proxy in respect to any policy of insurance on my life or of any other type, and in such capacity to exercise any rights, privileges or options which I may have thereunder or pertaining thereto, excluding, however, the right to change beneficiaries, the right to change the method of payment of insurance proceeds and the right to make a cash surrender of the policy or policies, as distinguished from a surrender of the policy for loan, conversion or other such purposes as may be provided therein.

TO APPOINT SUBSTITUTE POWER(S) OF ATTORNEY

FURTHER, to substitute one or more attorney or attorneys under her, my said attorney, in or concerning the premises, or any part thereof, and the same at her pleasure to revoke, hereby ratifying and confirming whatsoever my said attorney or her substitute or substitutes shall or may do by virtue hereof in the premises.

Recorded October 5, 1965 3 P. M.

CONTINUED ON REVERSE

Continued
Next Page

DEEDS

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GIVING AND GRANTING unto my attorney-in-fact full power and authority to do and perform all and every act, deed, matter and thing whatsoever in and about my estate, property, and affairs as fully and effectually to all intents and purposes as I, myself, could do if I were present, the above specifically enumerated powers being in aid and exemplification of the full, complete, and general power herein granted and not in limitation or definition thereof; and hereby ratifying all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

This power shall automatically terminate and become null and void on _____ 19__.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29th day of March 19 65

Charles E. Walker (SEAL)

Charles E. Walker

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF TOM GREEN)

BEFORE ME, the undersigned, a Notary Public in and for said county and state on this day personally appeared SSgt Charles E. Walker known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of March A.D. 19 65

Merle Mabelle Dahl

Merle Mabelle Dahl

My Commission expires:

Merle Mabelle Dahl
Notary Public in and for Tom Green County, Texas
My Commission expires 1 June 19__

F 55 - 56

Recorded 10/5/65 3 P. M.

THE STATE OF TEXAS)
County of Tom Green)

I, Mrs. C. E. Matson, Clerk of the County Court of Said County, do hereby certify that the above instrument of writing was filed for record in this office this 13th day of Apr. A.D. 19 65 at 4:24 o'clock P. M. and duly recorded the 13th day of Apr. A.D. 19 65 at 5:00 o'clock P. M. in the Power of Attorney Records of said County in Vol. 8 on page 55-56

Witness, my hand and seal of the County Court of Said County, in office in San Angelo, Texas, this 13th day of Apr. 1965

Oma Jones

Deputy

FILED FOR RECORD

BOOK 140

192

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax-115KV

ACCT. NO. W.C. 1692

CHECK NO. 14112

August 30 1965

The undersigned hereby acknowledge receipt of timely payment of

Three Hundred Thirty-seven and 50 Dollars, ($337.50),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 21, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

M. E. Corley

H. D. Weissinger

W. G. Stanley (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley

and made oath that he saw the within named W. G. Stanley

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with H. D. Weissinger

In the presence of each other, witnessed the due execution thereof. M. E. Corley

Sworn to before me this 30th day of August 1965

H. D. Weissinger
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19____

_____ (L. S.)

Notary Public For _____

10-7-65
4 P.M.

Form RW-3-SC-3-61

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

BOOK 140

DEEDS

193

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115KV

ACCT. NO. W. O. 1092

CHECK NO. 1763 July 21, 19 65

The undersigned hereby acknowledge receipt of timely payment of

One Thousand Four Hundred and no/100 ---------- Dollars ($ 1,400.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 7, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Bernice A. Rizer — Thomas P. Rizer (SEAL)

M. E. Corley — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley

and made oath that he saw the within named Thomas P. Rizer sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Bernice A. Rizer in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 21st day of July, 19 65.

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

Recorded 10/7/65 4 P. M.

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

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BOOK 140

194

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115KV

ACCT. NO. W.O. 1092

CHECK NO. 1762 July 21, 1965

The undersigned hereby acknowledge receipt of timely payment of

One hundred and no/100 ---------- Dollars ($ 100.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 7, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Bernice A. Rizer — Thomas P. Rizer (SEAL)

M. E. Corley — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me M. E. Corley and made oath that he saw the within named Thomas P. Rizer sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Bernice A. Rizer in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 21st day of July 1965

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D. 19____

_____ (L. S.)

Notary Public for _____

Recorded 10/7/65 4 P. M.

Form RW-3-SC-12-53

BOOK 140

1951

DEEDS

195

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115KV

ACCT. NO. U.C. 1092

CHECK NO. 1440 August 30, 1965

The undersigned hereby acknowledge receipt of timely payment of Three Hundred and no/100 Dollars, ($ 300.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 21, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mabele F. Ponds

M. E. Corley

Charles B. Ponds (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley

and made oath that he saw the within named Charles B. Ponds

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Mabele F. Ponds in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 30th day of August, 1965

[signature]
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19__ }

_____ (L. S.)

10-7-65
4 P.M.

Notary Public For _____

Form RW-3-SC-3-61

DEEDS

196

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys Fairfax 115 KV

ACCT. NO. U.C. 1092

CHECK NO. 1768 August 27, 1965

The undersigned hereby acknowledge receipt of timely payment of One Thousand Seven Hundred Fifty and 00/100 Dollars, ($1,750.00) as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated _____, 19__, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mrs Lorene H. Padgett

M. E. Carley

Senis M. Padgett (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Carley

and made oath that he saw the within named Senis M. Padgett

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Lorene H. Padgett in the presence of each other, witnessed the due execution thereof.

M. E. Carley

Sworn to before me this 27th day of August, 1965

[signature]
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19__

_____ (L. S.)

10-7-65
4 P.M.

Notary Public For _____

Form RW-3-SC-3-61

DEEDS

197

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys Fairfax 115 KV

ACCT. NO. W.O. 1092

CHECK NO. 1780

September 8, 1965

The undersigned hereby acknowledge receipt of timely payment of Fifty and 00/100 Dollars, ($50.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 11, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Judy Kinard

M. E. Corley

Russell Kinard (SEAL)

Jennie Kinard (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss.

Personally appeared before me M. E. Corley

and made oath that he saw the within named Russell Kinard and Jennie Kinard sign, seal and as the act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Judy Kinard in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 8th day of September, 1965.

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19__

_____ (L. S.)

Notary Public For _____

10-7-65
4 P.M.

Form RW-3-SC-3-61

198

DEEDS

198

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Fairfax 115KV

ACCT. NO. W.O. 1092

CHECK NO. 1781

September 8, 1965

The undersigned hereby acknowledge receipt of timely payment of Three Hundred Fifteen and 00/100 Dollars, ($315.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 11, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Judy Kinard

M. E. Corley

Russell Kinard (SEAL)

Jennie Kinard (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley and made oath that he saw the within named Russell Kinard and Jennie Kinard sign, seal and as the act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Judy Kinard in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 8th day of September, 1965

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19__

_____ (L. S.)

Notary Public For _____

10-7-65
4 P.M.

Form RW-3-SC-3-61

DEEDS

199

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115KV

ACCT. NO. U.C. 1092

CHECK NO. 1782

September 8, 1965

The undersigned hereby acknowledge receipt of timely payment of Six Hundred Ninety and 00/100 Dollars, ($ 690.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 11, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Judy Kinard

M. E. Corley

Russell Kinard (SEAL)

For Heirs of J. F. (SEAL)

Kinard Estate (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley and made oath that he saw the within named Russell Kinard for the heirs of J. F. Kinard Estate sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Judy Kinard in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 8th day of September, 1965

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19__ }

_____ (L. S.)

Notary Public For _____

10-7-65
4 P.M.

Form RW-3-SC-3-61

DEEDS

200

RECEIPT FOR PAYMENT

LINE Canadys Fairfax 115KV

ACCT. NO. W.O. 1092

CHECK NO. 1783

September 8, 1965

Received from SOUTH CAROLINA ELECTRIC & GAS COMPANY

Three Hundred Eighteen and 32/100 Dollars

For Payment for trees to be removed from right of way covered by Government Tree Program.

$318.32

Judy Kinard Witness

M. E. Corley Witness

Russell Kinard Seal

Seal

Seal

Seal

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley and made oath that he saw the within named Russell Kinard sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Judy Kinard in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 8th day of September, 1965

Gerald C. Smoak
Notary Public for S. C.

10-7-65
4 P.M.

Form RW-8-SC-7-55

DEEDS

201

TRACT 1

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV

ACCT. NO. W.O. 10922

CHECK NO. 1794

September 29, 1965

The undersigned hereby acknowledge receipt of timely payment of

Seven Hundred Forty-six and 00/100 Dollars, ($746.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 29, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. C. Corley

John L. Burke

H. R. Keesee (SEAL)

Gordon B. Keesee (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me W. C. Corley

and made oath that he saw the within named H. R. Keesee and Gordon B. Keesee

sign, seal and as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Burke in the presence of each other, witnessed the due execution thereof. W. C. Corley

Sworn to before me this 29th day of September, 1965

John L. Burke
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For

RECORDED 10-7-65 4 P.M.

Form RW-3-SC-3-61

DEEDS

202

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Fairfax - 115KV

ACCT. NO. W.C. 1192

CHECK NO. 1771 August 30 1965

The undersigned hereby acknowledge receipt of timely payment of One Thousand Eighty-Seven and 50/100 Dollars, ($1,087.50), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 27, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Inez Johns

M. E. Corley

P. M. Johns (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley

and made oath that he saw the within named P. M. Johns

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Inez Johns in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 30th day of August, 1965

N. D. Wessinger
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19__ }

_____ (L. S.)

10-7-65
4 P.M.

Notary Public For _____

Form RW-3-SC-3-61

DEEDS

203

TRACT 1

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Fairfax 115KV

ACCT. NO. W.O. 1092

CHECK NO. 1788

September 16, 1965

The undersigned hereby acknowledge receipt of timely payment of Three Hundred Fifteen and 00/100 Dollars, ($ 315.00) as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 7, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Shirley T. Hiers

M. E. Corley

James M Hiers (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley

and made oath that he saw the within named James M. Hiers, Sr.

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shirley T. Hiers in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 16th day of September, 1965

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19__

_____ (L. S.)

Notary Public For _____

10-7-65
4 P.M.

Form RW-3-SC-3-61

DEEDS

204

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys Fairfax 115KV

ACCT. NO. U.C. 1092

CHECK NO. 1769 August 27, 1965

The undersigned hereby acknowledge receipt of timely payment of Four Hundred Fifty and 00/100 Dollars, ($450.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 21 May, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Ralph G. Connelly

M. E. Corley

Christine B Connelly (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley

and made oath that he saw the within named Christine B. Connelly

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Ralph G. Connelly in the presence of each other, witnessed the due execution thereof. M. E. Corley

Sworn to before me this 27th day of August, 1965

[signature]
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19__ }

_____ (L. S.)

10-7-65
4 P.M.

Notary Public For _____

Form RW-3-SC-3-61

DEEDS

204

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Fairfax

ACCT. NO. 11 C 1192

CHECK NO. 1767

August 26, 1965

The undersigned hereby acknowledge receipt of timely payment of Six Hundred Thirty and 00/100 Dollars, ($630.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 3, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

M N Berry

M. E. Corley

Lola F Berry (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me M E Corley

and made oath that he saw the within named Lola F Berry

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with M N Berry in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 26th day of August, 1965

[signature]
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

10-7-65
4 P.M.

Notary Public For

Form RW-3-SC-3-61

DEEDS

206

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE CANADY-FAIRFAX 115 KV LINE

ACCT. NO. W.O. 1092

CHECK NO. D 291 October 4 19 65

The undersigned hereby acknowledge receipt of timely payment of TWO HUNDRED ----------00/100 Dollars, ($ 200.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 17 19 65 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:
Louise Stewart
Shealy G Pendarvis

Mrs W. D. Warren (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Louise Stewart

and made oath that she saw the within named Mrs. W. D. Warren

sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof. Louise Stewart

Sworn to before me this 4th day of October 19 65.
Shealy G Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For

10-7-65
9970

Form RW-3-SC-3-61

XEROX COPY XEROX COPY XEROX COPY XEROX COPY

DEEDS

207

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE CANADY-FAIRFAX 115 KV LINE

ACCT. NO. W. O. 1092

CHECK NO. D-292 October 4, 1965

The undersigned hereby acknowledge receipt of timely payment of NINE HUNDRED ----------00/100 ---------- Dollars ($ 900.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 16, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:
Lila T. Thomas
Shealy G. Pendarvis

Ben F. Thomas (SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me Lila T. Thomas and made oath that she saw the within named Ben F. Thomas sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Lila T. Thomas

Sworn to before me this 4th day of October, 1965
Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

10-7-65
99.M

Form RW-3-SC-15-52

BOOK 140

Form No. 23—BOND FOR TITLE
The R. L. Bryan Company, Columbia, S. C.

208

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That

I, C. E. Craven, Jr.

hereinafter designated as the obligor is (is or are) held and firmly bound unto Ernest J. Carter and Irene C. Carter, their heirs and assigns hereinafter designated as the obligee, in the penal sum of Two Thousand Ninety-five and 12/100 ($2,095.12) DOLLARS, to be paid to the said obligee, his, her, its or their certain Attorneys, Executors, Administrators, Successors, or Assigns, to which payment well and truly to be made and done the obligor is (is or are) hereby bound, and each and every of his, her, its or their Heirs, Executors, Administrators, or Successors; jointly and severally, firmly by these presents.

Signed, Sealed, Dated and Delivered at Walterboro, South Carolina

the 19th day of April, A. D. 19 65

WHEREAS, The obligor has this day agreed to sell to the said obligee the following described land in the County of Colleton, to wit:

All that certain piece, parcel or lot of land, together with buildings and improvements thereon, situate, lying and being in Wolfe Creek District in the County of Colleton, State of South Carolina, and measuring and bounded as follows: On the North by a ditch separating this lot from other lands of P. J. Maxey; and measuring thereon Two Hundred Thirty (230') feet; on the East by Bryan Street and measuring thereon One Hundred Twenty-two (122') feet; on the South by Dandridge Road and measuring thereon Two Hundred Twenty (220') feet, and on the West by Hubbard Street and measuring thereon One Hundred Twenty (120') feet. Be the said measurements more or less.

This being the same lot of land conveyed to C. E. Craven, Jr., by Deed of P. J. Maxey dated 19 May 1964, and recorded in the Office of the Clerk of Court for Colleton County in Deed book 136 at Page 16.

upon condition that the said obligee shall pay the obligor the sum of Two Thousand Ninety-five and 12/100 ($2,095.12) DOLLARS in manner following, that is to say

To be paid in monthly installments of Forty-six and 98/100 ($46.98) Dollars, which amount includes interest at the rate of six (6%) per cent. Said payments to commence on the First day of April 1965, and on the First of each month thereafter until the entire amount, both principal and interest is paid in full. It is specifically understood that the property, when conveyed to the Obligees, will be subject to a mortgage to First Federal Savings and Loan Association of Walterboro in the principal amount of $11,350.00.

CONDITIONS OF THIS OBLIGATION ARE: That if the obligee shall pay the said purchase money in manner and in all respects as aforesaid stipulated; and shall in the meantime pay all taxes on, and assessments now or hereafter made against, said land; and the said obligor shall, on the completion of said payment or payments make, execute and deliver, or cause to be made, executed and delivered, a good and sufficient Deed of Conveyance in Fee Simple of the land above described to the said obligee with renunciation of dower, if any be required, and free of all encumbrances by way of mortgage or judgment; then this obligation is to be void and of no effect, or else remain in full force and virtue.

2M

10 - 12 (Over) 1965

AND IT IS EXPRESSLY AGREED, by and between the parties hereto that time is of the essence of this contract; and that in the event of the non-payment of said sum or sums of money, or any part thereof, or the interest thereon, if any shall be due, promptly at the time or times herein limited, that then the said obligor shall be absolutely discharged from any and all liability to make and execute such Deed; and may treat the said obligee as tenant holding over after the termination, or contrary to the terms of his lease; or if obligor prefer so to do he, she, it, or they may enforce the payment of the purchase money, together with fifteen (15%) per cent. Attorney's fees if collected by law or through an Attorney At Law, and Attorney's fees for any litigation, suit or action that may occur.

Signed, Sealed and Delivered in the Presence of

C. E. Craven, Jr. (L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

PERSONALLY APPEARED before me Janie C. Hill and made oath that he saw the within-named obligor sign, seal and as his Act and Deed deliver the foregoing bond; and that he with Keith M. Kinard witnessed the execution thereof.

Sworn to before me this 19th day of April, A. D. 1960

(L. S.)
Notary Public for South Carolina.

Janie C. Hill

State of South Carolina,
COUNTY OF COLLETON

C. E. CRAVEN, JR.

TO

ERNEST J. CARTER AND IRENE C. CARTER

BOND FOR TITLE

Filed and recorded the ____ day of ____, 19__ in book ____ at page ____

C. C. C. P. & G. S.

CREDITS

19__ Paid $____
19__ Paid $____
19__ Paid $____
19__ Paid $____
19__ Paid $____
19__ Paid $____
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19__ Paid $____
19__ Paid $____
19__ Paid $____

506

DEEDS

BOOK 140

210

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE CANADY-DENMARK

ACCT. NO. W. O. 1190

CHECK NO. D-295 October 11, 1965

The undersigned hereby acknowledge receipt of timely payment of ONE THOUSAND EIGHT HUNDRED ----------
----------00/100 Dollars, ($1,800.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated September 3, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of COLLETON and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Lone C. Pennell
Sheary O. Pendarvis

H. M. Kinsey (SEAL)
H. M. Kinsey (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of COLLETON

Personally appeared before me Lone C. Pennell and made oath that s he saw the within named H. M. Kinsey sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that s he, with Sheary O. Pendarvis witnessed the due execution thereof, in the presence of each other.

Lone C. Pennell

Sworn to before me this 11th day of October, 1965

Sheary O. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19
(L. S.)
Notary Public For

Recorded 10/13/65 9 A. M.

Form BW-[illegible]

211

BOOK 140

South Carolina
State Highway Department
Form No. 2090 Rev. 7/1/60

BORROW MATERIAL PIT
This Lease has been recorded.

2254 212
[illegible]

THE STATE OF SOUTH CAROLINA)
County of Colleton)

LEASE
Borrow and Material Pit

[illegible] Colleton Maintenance Route No. S.C. 64 [illegible]

THIS AGREEMENT made and entered into this 15 day of September, 1965, by and between Clyde A. Bennett

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, earth, gravel, sand, stone, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of [illegible] feet, consisting of 3.71 acres, more or less, situated on land owned by the lessor, described as follows: [illegible]

Borrow pit located approximately six hundred (600) feet north of S. C. Route 64 at survey station 67+30 (Proj. 57L-A). Bounded on all sides by other lands of C. A. Bennett.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

Shown by attached sketch.

TO HAVE AND TO HOLD the said right to remove top soil, earth, gravel, stone, sand, or other similar material, from said pit or pits, and the right of access thereto until [illegible]

And in consideration thereof, the Highway Department hereby covenants and agrees to pay to the said lessor, [illegible] (their executors, administrators, successors and assigns, for such rights, and for such [illegible] materials, [as are actually excavated, or caused to be excavated] rents and royalties in the sum of [illegible] ($ [illegible]) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

[illegible] ities to be accounted for and made within 90 days from date hereof [after excavation shall have been completed], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the top soil, earth, gravel, sand, stone, or other similar material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable as follows:

Colleton Maintenance 419(20-2)6213.110

3.

119
10-15-1965

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out.

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

DEEDS

213 IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) successors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

T. V. Drew

C. C. Hogan

x Clyde A. Bennett
Lessor.

Witnesses as to State Highway Department:

[illegible]

Leandra R. Conway

S. C. State Highway Department

By: [illegible]
Dist. Engr.

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me T. V. Drew and made oath that he saw the within named Clyde A. Bennett sign, seal and as his act and deed, execute the within written instrument; and that he with C. C. Hogan witnessed the execution thereof.

Sworn to before me this 23 day of September, 1965

T. V. Drew

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Leandra R. Conway and made oath that she saw the within named L. F. Wiggins, Jr. sign, seal and as his act and deed, execute the within written instrument; and that she with J. D. Hooper witnessed the execution thereof.

Sworn to before me this 15th day of October, 1965

Leandra R. Conway

[illegible]
Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Federal Land Bank Association of Walterbo do for certain valuable consideration release from the lien and operation of my (our) mortgage the LEASE of Borro and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortage being that given by Clyde A. Bennett to The Federal Land Bank of Columbia recorded in Mortgage Book XXX at Page 69 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 8th day of October, 1965.

In the presence of:

[illegible]

T. V. Drew

OCT 1965
RECEIVED
DISTRICT NO. 5

FEDERAL LAND BANK ASSOCIATION OF WALTERBORO

By: George W. Harris
George W. Harris, Jr., Manager

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property make notation of this fact above.

BOOK 140

214

State of South Carolina,
County of COLLETON } ss

KNOW ALL MEN BY THESE PRESENTS that I (We) Hampton ~~and~~ Branchville Railroad Company

Hampton, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of Seventy (70') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of other Hampton ~~and~~ Branchville Railroad Company

Easterly by lands of R. A. Durham and Union Bag

Southerly by lands of other Hampton ~~and~~ Branchville Railroad Company

Westerly by lands of Martin Thomas

Right of way enters Grantor's land from land of R.A. Durham and Union Bag, thence extending across Grantor's land in a westerly direction to the land of Martin Thomas. Right of way being more fully shown on Drawing No. AX-10334 of S.C. Elec. & Gas Co., dated 3/15/65. All timber cut on the above right of way to remain property of Grantor. No structure, apparatus, or equipment shall be erected or implanted by the Grantees which will in any way interfere with the Grantor's maintenance of the road or canal or with the hauling by truck of legal height, width, or weight loads. Grantor agrees that Grantee's electric line to be erected in accordance with S. C. Elec. & Gas Co. Drawing AW-10334, Sheet 1 of 3 Sheets, dated 3/15/65, showing "Canadys-Fairfax 115 KV Line and Canadys-Denmark 115 KV Line - Right of Way crossing roperty of H. & B. Railroad", copy of which drawing is attached & made a art of this Agreement, shall not be construed as a restriction which will interfere with such maintenance.

ther with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or ribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Nine thousand, two hundred, twenty Dollars ($ 9,220.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 12 day of October, 1965.

HAMPTON ~~AND~~ BRANCHVILLE RAILROAD COMPANY

W. Norris Lightsey, Pres. & Treas. (SEAL)
(Corporate seal affixed)

S. B. Thompson, Secretary (SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:
W. F. Lathrop
Richard H. McMillan, Jr.

Recorded 10/18/65 2 P. M.

215

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me H. F. Lathrop and made oath that he saw the wit in named Hampton & Branchville Railroad Company by the hand of W. Norris Lightsey, Pres. & Treas. and S. B. Thompson, Secy. sign, affix the corporate seal amd as the act and deed of said corporation deliver the within written instrument for the uses and purposed therein mentioned, abd that he with Richard H. McMillan, Jr. witnessed the execution thereof and subscribed their names as witnesses thereto.

SWORN to before me this 18th day of October A. D., 1965 H. F. Lathrop

Shealy G. Pondarvis, Notary Public for S. C. (L.S.)

Recorded 10/18/65 2 P. M.

BOOK 140

216

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE [illegible]

ACCT. NO. 1332

CHECK NO. D-297 October 15 1965

The undersigned hereby acknowledge receipt of timely payment of Nine Thousand Two Hundred Twenty and no/100 Dollars, ($ 9,220.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated October 18, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS: H. F. Lathrop

Richard H. MacMillan Jr.

Hampton & Branchville Railroad Company

H. Morris Lightsey Pres & Treas (SEAL)

(SEAL)

S. B. Thompson - Secretary (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of _____ } ss

Personally appeared before me _____

and made oath that he saw the within named _____

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this _____ day of _____, 19__

_____
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
Hampton County.

Personally appeared before me H. F. Lathrop

and made oath that he saw the within named Hampton & Branchville Railroad Company by the hand of H. Morris Lightsey and S. B. Thompson sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that he with Richard H. MacMillan, Jr. witnessed the execution thereof and subscribed their names as witnesses thereto.

Sworn to and subscribed before me, this 18th day of October A. D., 1965

[illegible]
Notary Public

H. F. Lathrop

Recorded 10-18-65
2 P.M.

217

BOOK 140

278

State of South Carolina

County of COLLETON

KNOW ALL MEN BY THESE PRESENTS that I (We) Heirs to Estate of David Sauls, Sr.

Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation, having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

SEVENTY (70') feet, upon, over, under and across lands of Grantor(s) situated in the

County of COLLETON State of South Carolina, bounded as follows:

Northerly by lands of H. M. Kinsey

Easterly by lands of W. W. Meyers

Southerly by lands of Grantor, et al

Westerly by lands of H. M. Kinsey

Said tract contains 270 acres, more or less, and being the same land deeded to Grantor by the Estate of David Sauls, Sr. Right-of-way enters Grantor's land from the land of W. W. Meyers thence extending across Grantor's land in a northwesterly direction to the land of H. M. Kinsey. Center line of right-of-way to as shown on DWG. of South Carolina Electric & Gas Company #CP-10487, dated May 25, 1965. It is agreed and understood between the parties hereto that said money be paid to David E. Sauls, Jr. for the benefit of all.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of ONE THOUSAND --------00/100 Dollars ($1,000.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the XXXXX 18th day of October, 19 65

HEIRS TO ESTATE OF DAVID SAULS, SR.

David E. Sauls, Jr. (SEAL)

Janet S. McMurray (SEAL)

Martha S. Blakewood (SEAL)

Mary P. Sauls (SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Lenora E. Hendon

Shearly E. Hendon

Recorded 10/21/65 9 A. M.

Form RW-1-SC-6-62

17-219

STATE OF SOUTH CRROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Spencer E. Herndon and made oath that he haw the within named David E. Sauls, Jr., Janet S. McMurray, ~~Kathxxxxx~~ Martha S. Blakewood and Mary P. Sauls, as Heirs to Estate of David Sauls,Sr. sign, seal and as their act and deed, deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis ~~xit~~ in the presence of each other, witnessed the due execution thereof.

Spencer E. Herndon

Sworn to before me this 18th day of October, 1965.

Shealy G. Pendarvis - seal affixed
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Carolina, do hereby certify unto all whom it may concern that Mrs. Kathleen A. Sauls, the wife of the within named David E. Sauls, Jr., did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company its heirs and assigns all her interest and estate, and also her right and claim of dower of, in or to all and ~~xigx~~ singular the premises within mentioned and released.

Kathleen A. Sauls

GIVEN under my hand and seal this
18th day of October, 1965.

Shealy G. Pendarvis, Notary Public for S. C.

Recorded 10/21/65 9 A. M.

220

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV

ACCT NO W.O. 1092

TRACT NO. 1806

October 19 1965

The undersigned hereby acknowledge receipt of timely payment of

Fifty and no/100 Dollars, ($ 50.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated October 19, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Jesse L. Carter

W. C. Corley

Edna A. Carter (SEAL)

Edna A. Carter (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me W. C. Corley

and made oath that he saw the within named Edna A. Carter

sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Jesse L. Carter in the presence of each other, witnessed the due execution thereof.

W. C. Corley

Sworn to before me this 19th day of October, 1965.

Odell C. Ford
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Recorded 10/21/65 3 P. M.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For

Form RW-3-SC-1-61

221

BOOK 140

222

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Edna A. Carter

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of H. D. Hiers

Easterly by lands of P. W. Johns

Southerly by lands of

Westerly by lands of W. C. Stanley

A Tract of land containing 170 acres more or less and being the same land conveyed to me by Black & Carter by deed of even date herewith and recorded in the R.M.C. Office for Colleton County in Book ____ at page ____ reference to which is craved for a more complete description. Said right of way to be located by the Grantee herein as nearly as practicable along a line beginning at a point on the Northern boundary of said land and extending in a westerly direction to the land of W. C. Stanley. Said line of right of way being shown on a plat of survey prepared by South Carolina Electric & Gas Company, Eng. CR1030, dated 9-29-65.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth as that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Fifty and no/100 Dollars ($ 50.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the day and year first above written: Oct. 19, 1965

Edna A. Carter (SEAL)
Edna A. Carter (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
Jesse I. Carter
W. E. Corley

Recorded Oct. 21, 1965 3 P. M.

Form RW 1-40—1-66

223.

223

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me M. E. Corley and made oath that he saw the within named Edna A. Carter sign, seal and as her act and deed ddliver the within right of way grant for the uses and purposes therein mentioned, and that he with Jesse L. Carter in the presence of each other, witnessed the due execution thereof.

M. E. Corley

SWORN to before me, this 19th day of October, 1965.

Gerald C. Smoak, Notary Public for S. C.

STATE OF SOUTH CAROLINA)
: AMENDMENT TO RESTRICTIVE
COUNTY OF COLLETON) COVENANTS

WHEREAS, Restrictive Covenants governing and controlling the "700" Block of Forest Hills Subdivision, being lots numbers 701 through 741, inclusive, dated 25 August 1965, were duly filed in the office of the Clerk of Court for Colleton County, South Carolina, on 7 September 1965 and there recorded in Book 140, at Page ~~116~~ 114, which said Restrictive Covenants provided as Paragraph 6, the following:

"6. A perpetual easement is reserved over the ten (10') feet of each lot for utility installation and maintenance;"

AND WHEREAS, Ernest M. Godwin is the owner of lots numbers 711 and 726 of said subdivision; Robert J. Fast is the owner of lots numbers 715 and 716 of said subdivision; and J. W. Skardon, L. G. Fishburne, W. J. McLeod, Jr., and Novit-Siegel Real Estate Company, Inc., are the owners of the remaining lots thereof;

AND WHEREAS, it has been agreed to amend said Restrictive Covenants by eliminating therefrom Paragraph 6, above quoted;

NOW, THEREFORE, for valuable consideration, the undersigned parties, being the owners of all the lots in the area hereinabove referred to agree, provide and declare that said Restrictive Covenants dated 25 August 1965 and recorded as aforesaid, be, and the same hereby are amended by eliminating therefrom Paragraph 6 above quoted; but otherwise the same shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals the 14 day of October, A. D. 1965.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary Nell Jenkins

Norma S. Miley

Ernest M. Godwin (L.S.)
Ernest M. Godwin

(Over)

Recorded October 23, 1965 9 A. M.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Mary Nell Jenkins

Norma S. Mulloy

Robert J. Past (L.S.)
Robert J. Past

J. W. Skardon (L.S.)
J. W. Skardon

L. G. Fishburne (L.S.)
L. G. Fishburne

W. J. McLeod, Jr., (L.S.)
W. J. McLeod, Jr.,

NOVIT-SIEGEL REAL ESTATE COMPANY, INC. (L.S.)

By: (L.S.)
Sam Siegel, President

STATE OF SOUTH CAROLINA)
:
COUNTY OF COLLETON)

PERSONALLY appeared before me Mary Nell Jenkins and made oath that she saw the within named Ernest M. Godwin, Robert J. Fast, J. W. Skardon, L. G. Fishburne, W. J. McLeod, Jr., and Novit-Siegel Real Estate Company, Inc., by Sam Siegel, its President, sign, seal and, as their act and deed, deliver the within written Amendment to Restrictive Covenants for the uses and purposes therein mentioned, and that she, with Norma S. Mulloy witnessed the execution thereof.

SWORN to before me this 14th day of October 1965. Mary Nell Jenkins

Norma S. Mulloy (SEAL)
Notary Public for South Carolina

My commission expires at the pleasure of the Governor.

Recorded 10/23/65 9 A. M.

225

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

CONTRACT OF SALE

THIS CONTRACT made and concluded at Walterboro, State aforesaid, this 29th day of September, 1965 by and between William C. Jamison, as party of the first part, and King Petroleum Company, Inc., as party of the second part.

WITNESSETH:

1. The party of the first part agrees to sell and the party of the second part agrees to buy the following described property, upon the terms and conditions hereinafter set forth:

All that certain piece, parcel or lot of land, situate, lying and being in Peniel School District, on S.C. Highway No. 63, near Walterboro, in the County of Colleton, State of South Carolina, and being all of my land fronting on S.C. Highway 63, and being bounded North by lands of Fishburne, formerly Amanda Aiken; East by other lands of William C. Jamison; South by lands of Holliness Church; and West by S.C. Highway No. 63, and is to have a depth of Three Hundred (300') feet.

2. That the party of the second part agrees to pay to the party of the first part, and the party of the first part agrees to accept from the party of the second part, for the purchase of said property the sum of One Thousand and 00/100 ($1,000.00) Dollars, of which Twenty and 00/100 ($20.00) Dollars has been paid to the party of the first part, the receipt whereof is hereby acknowledged, and the balance of Nine Hundred Eighty and 00/100 ($980.00) Dollars will be deposited with O.H. Rhodes, Attorney at Law, to be delivered by him to the party of the first part when title and deed is delivered to the party of the second party.

3. That this Contract of Sale is conditioned upon the delivery of a good and marketable title to said property by the party of the first part.

4. It is understood and agreed that should survey show the frontage on S.C. Highway 63 to be less than Twenty-five (25') feet, then, and in that event, the party of the second part will be under no obligation to purchase the property and would be entitled to the return of monies paid hereunder;

Rec'd 10-27-65 12 A.M.

Provided, however, the party of the second part will still have the right to purchase said property regardless of the number of feet fronting on said highway.

5. That the party of the second part shall have sixty (60) days from the date hereof within which to examine title, obtain plat of survey and conclude the purchase; that upon failure to conclude the purchase within said time shall render this Contract null and void.

6. That the party of the second part is to pay for title examination, cost of plat of survey, stamps on deed and other recording costs.

7. That the parties hereto agree that all taxes upon said property shall be prorated to the date of the delivery of the deed.

8. That this Contract shall be binding upon the heirs, executors, administrators, and successors of the parties hereto.

9. That the parties hereto further covenant and agree that this written Contract expresses the entire agreement between said parties, and may be enforced by either byspecific performance and there is no other agreement oral or otherwise varying or modifying the terms of this agreement.

WITNESS our hands and seals this day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

William C. Jamison

KING PETROLEUM COMPANY, INC.

BY

Recorded 10-27-65
1:29 PM

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY appeared before me Marguerite S. Kinard and made oath that she saw the within named William C. Jamison sign, seal and as his act and deed deliver the within written Contract of Sale; and that she with Osborne H. Rhodes witnessed the execution thereof.

SWORN to before me this
12th day of ~~September~~ October 1965.

Marguerite S. Kinard

Osborne H. Rhodes (SEAL)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY appeared before me Janeal Steltzer and made oath that she saw the within named King Petroleum Company, Inc. by W.B. Wimberley sign, seal and as its act and deed, deliver the within written Contract of Sale; and that she with Thomas M. Howell, Jr. witnessed the execution thereof.

SWORN to before me this
29th day of September, 1965.

Janeal Steltzer

(SEAL)
Notary Public for South Carolina

Recorded 10-27-65
12 am

BOOK 140

229

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE CANADY-FAIRFAX 115 KV LINE

ACCT. NO. W. O. 1092

CHECK NO. D-285

September 28 19 65

The undersigned hereby acknowledge receipt of timely payment of ------SEVENTY-FIVE -----00/100 ---------- Dollars, ($ 75.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated September 8, 19 65, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS: Harvey Kinsey
Shealy G. Pendarvis

x Ernest Milton (SEAL)
Ernest Milton (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Harvey Kinsey and made oath that he saw the within named Ernest Milton sign, seal and as act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof. Harvey Kinsey

Sworn to before me this 25th day of October, 19 65.
Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me
and made oath that saw the within named
by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)
Notary Public For

Recorded 10/28/65 9 A. M.

Form RW-3-SC-3-61

230

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE CANADY-FAIRFAX 115 KV LINE

CT. NO. W. O. 1092

IECK NO. D-287

September 28, 19 65

The undersigned hereby acknowledge receipt of timely payment of THREE HUNDRED --------00/100 ---------- Dollars, ($ 300.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated July 21, 19 65 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Gladys S. Goodwin
Shealy G. Pendarvis

Edith S. Hernandez (SEAL.)
Edith S. Hernandez (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

State of South Carolina,
County of Colleton

Personally appeared before me Gladys S. Goodwin and made oath that she saw the within named Edith S. Hernandez sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with Shealy G. Pendarvis the presence of each other, witnessed the due execution thereof. Gladys S. Goodwin

Sworn to before me this 25th day of October, 19 65

Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public For _____

Recorded 10/28/65 9 A. M.

Form RW-3-SC-3-61

BOOK 140

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

TOP SOIL PIT MATERIAL
THIS PIT HAS BEEN RECORDED.

231

Nº 11315

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

295,403,404,399,114,407,256,385,

File No. 15.353 & 15.354 Route No. 385,386,388,393,[illegible],382,240, & 383

THIS AGREEMENT made and entered into this 26 day of October, 19 65, by and between John Glover hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4 feet, consisting of 0.75 acres, more or less, situated on land owned by the lessor, described as follows:

Top Soil Pit located in uncultivated field 8582' Rt. Sta. 90+15, Road 407.
Material to be used for Earth Type Base Course on Road 407.
Pit bounded on all sides by other lands of Lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: Used existing road.

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until October 26, 1967

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, [as are actually excavated, or caused to be excavated] rents and royalties in the sum of Two Hundred ($ 200.00 Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof [after excavation shall have been completed], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

Recorded this 27 day of Oct A.D. 19 65
In Book _____ Page _____
At 9 o'clock A.M.

2. Upon completion of the work of removing the pit material, the Highway Department will smooth up or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

Pit not to be drained.

A B Crosby
Clerk of Court, Colleton County, S. C.

3.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

11-8-65

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

A. P. Smith
G. M. Garris

X John Glover
Lessor.

Witnesses as to State Highway Department:

R. J. Weeks Jr.
Saundra C. Conway

S. C. State Highway Department
By H. E. Wigginton Jr.
DISTRICT ENGINEER

The State of South Carolina
County of

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named John Glover sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 26th day of October 1965.

A. P. Smith

Norman A. Seigler
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Robert J. Weeks, Jr. and made oath that he saw the within named H. E. Wigginton, Jr. sign, seal and as his act and deed, executethe within written instrument; and that he with Saundra C. Conway witnessed the execution thereof.

Sworn to before me this 2nd day of November, 1965.

R. J. Weeks Jr.

Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by John Glover to J. M. Bass, recorded in Mortgage Book 100 at Page 373 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 26 day of Oct, 1965.

In the presence of:

A. P. Smith
G. M. Garris

J. M. Bass

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19____, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

RECEIVED
OCT 1965
DISTRICT No. 6
S. C. STATE HIGHWAY DEPT.

RECEIVED
NOV 1965
DISTRICT No. 6
S. C. STATE HIGHWAY DEPT.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON) LEASE AGREEMENT

Indenture made this 16th day of November, 1965, by and between Mercer E. Reeves of Cottageville, S. C., hereinafter called the Lessor, which expression shall be taken to include his heirs, executors, administrator and assigns and Irma R. Cone Rowe, of Cottageville, South Carolina, hereinafter called the Lessee, which expression shall be taken to include her heirs, executors and administrators,

WITNESSETH:

The Lessor does hereby lease unto the Lessee the following described lot of land:

All that piece, parcel or lot of land, with buildings and improvements thereon, located in Cottageville, Colleton County, S. C., measuring and containing one-half (1/2) acres and being bounded as follows to wit: On the North by other lands of Mercer E. Reeves; On the East by other lands of Mercer E. Reeves; On the South by other lands of Mercer E. Reeves; and on the West by other lands of Mercer E. Reeves.

Lessor does hereby grant unto Lessee the right to the use of that certain road leading to the above described lot of land which contains thereon one dwelling, said road leading across lands of Lessor.

The above described 1/2 acre tract of land is a portion of that ten (10) acre tract of land, known as the Grayson tract of land.

TO HAVE AND TO HOLD the above leased premises with buildings thereon unto the Lessee, her heirs and assigns, for a period of five (5) years. Said Lease commences January 1, 1966 and ends December 31, 1970.

Lessee covenants with Lessor to pay a yearly rental of $1.00 per year for the above described land with buildings located thereon.

The Lessee further agrees not to commit waste or permit the same and to permit the Lessor to enter at all reasonable time to view the condition of said premises.

The Lessor agrees with the Lessee that the Lessee paying and performing and observing the agreements herein contained may peaceably hold the said premises during the said term without interruption

Recorded November 16th, 1965, at 3 P.M

by the Lessor or any person claiming under him.

IN WITNESS WHEREOF the parties hereto have set their Hands and Seals this 16th day of November, 1965.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Mercer E. Reeves, Lessor

Irma R. Cone Rowe, Lessee

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Personally appeared before me Marguerite S. Kinard and made oath that she saw the within named Mercer E. Reeves and Irma R. Cone Rowe sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she with Osborne H. Rhodes, witnessed the execution thereof.

Sworn to before me this 16th day of November, 1965.

(L.S.)
NOTARY PUBLIC OF SOUTH CAROLINA

(Plat recorded in Plat Book 12 at page 3)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

LEASE

THIS INDENTURE made this 29th day of October, 1965, between WALTERBORO-COLLETON COUNTY AIRPORT COMMISSION, hereinafter called lessor, and KOPPERS COMPANY, INC., a Delaware corporation, Forest Products Division, with headquarters in the Koppers Building, Pittsburgh 19, Pennsylvania, hereinafter called lessee,

W I T N E S S E T H:

That lessor, for and in consideration of covenants and agreements hereinafter contained and made on the part of the lessee, does hereby demise and lease to lessee for industrial purposes:

> That certain piece, parcel or tract of land situate, lying and being in Colleton County, State of South Carolina, containing thirty (30) acres, more or less, being a part of the old Walterboro Airbase property, and more fully described according to a sketch prepared by G. E. Miley, Jr., R. L. S., of date August 18, 1965, which sketch is attached hereto and made a part and parcel of this lease.

IT IS FURTHER AGREED, COVENANTED, AND STIPULATED BETWEEN THE PARTIES, that:

1. This lease shall be for a period of three years from the date hereof, and lessee shall have the option to renew this lease for five consecutive three-year periods, after the termination of the initial three-year lease, such renewals to be upon the same terms as expressed herein unless otherwise agreed in writing between the parties hereto, and lessee will give at least ninety (90) days' written notice to the lessor if it proposes to exercise the renewal option granted herein.

2. That the lessee will utilize the demised premises for industrial purposes throughout the term of the lease and will pay the lessor One Dollar ($1.00) per year as rent therefor.

RECORDED NOVEMBER 16, 1965

DEEDS

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(Plat recorded in Plat Book 12 at page 3)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) LEASE

THIS INDENTURE made this 29th day of October, 1965, between WALTERBORO-COLLETON COUNTY AIRPORT COMMISSION, hereinafter called lessor, and KOPPERS COMPANY, INC., a Delaware corporation, Forest Products Division, with headquarters in the Koppers Building, Pittsburgh 19, Pennsylvania, hereinafter called lessee,

W I T N E S S E T H:

That lessor, for and in consideration of covenants and agreements hereinafter contained and made on the part of the lessee, does hereby demise and lease to lessee for industrial purposes:

That certain piece, parcel or tract of land situate, lying and being in Colleton County, State of South Carolina, containing thirty (30) acres, more or less, being a part of the old Walterboro Airbase property, and more fully described according to a sketch prepared by G. E. Miley, Jr., R. L. S., of date August 18, 1965, which sketch is attached hereto and made a part and parcel of this lease.

IT IS FURTHER AGREED, COVENANTED, AND STIPULATED BETWEEN THE PARTIES, that:

1. This lease shall be for a period of three years from the date hereof, and lessee shall have the option to renew this lease for five consecutive three-year periods, after the termination of the initial three-year lease, such renewals to be upon the same terms as expressed herein unless otherwise agreed in writing between the parties hereto, and lessee will give at least ninety (90) days' written notice to the lessor if it proposes to exercise the renewal option granted herein.

2. That the lessee will utilize the demised premises for industrial purposes throughout the term of the lease and will pay the lessor One Dollar ($1.00) per year as rent therefor.

3. Lessee will have the right to sublease the demised premises or a portion thereof.

4. Lessee will have the right to enclose the demised premises by fence and will have the right to change or alter the contour of the land as may be necessary for lessee's operations. Lessee will not be required to return the property to its present condition upon the termination of this lease.

5. Lessee will be permitted full use of existing roadways or roadways which may be constructed across adjoining lands of the lessor for purposes of ingress and egress. Lessor will grant necessary rights-of-way or easements to lessee for all utilities, including but not limited to water lines, telephone lines, sewer lines, electric lines and gas lines, which may be needed by lessee in its operations. Lessor agrees to furnish water to lessee, and will charge lessee the prevailing local rate therefor, so long as lessor operates a water system in the vicinity.

6. Lessor agrees to close to public travel roadways marked A, B, and C on the aforesaid sketch by G. E. Miley, Jr., dated August 18, 1965.

7. Lessee will have the right to install an overhead blowpipe across the roadway marked D, provided such installation is made in accordance with the minimum height and safety requirements as established by the South Carolina Highway Department.

8. Lessee shall have full right to operate any equipment necessary for its operation on the demised premises, including, but not limited to, cranes, trucks, rossing machines, and an incinerator to burn waste wood products.

9. Lessor covenants and agrees that it will hold harmless and indemnify lessee, its successors or assigns, from any and all liability for damages which might occur to underground tanks, lines, drains, or other installations, whether the presence of such underground tanks, lines, drains, or other installations

3. Lessee will have the right to sublease the demised premises or a portion thereof.

4. Lessee will have the right to enclose the demised premises by fence and will have the right to change or alter the contour of the land as may be necessary for lessee's operations. Lessee will not be required to return the property to its present condition upon the termination of this lease.

5. Lessee will be permitted full use of existing roadways or roadways which may be constructed across adjoining lands of the lessor for purposes of ingress and egress. Lessor will grant necessary rights-of-way or easements to lessee for all utilities, including but not limited to water lines, telephone lines, power lines, electric lines and gas lines, which may be needed by lessee in its operations. Lessor agrees to furnish water to lessee, and will charge lessee the prevailing local rate therefor, so long as lessor operates a water system in the vicinity.

6. Lessor agrees to close to public travel roadways marked A, B, and C on the aforesaid sketch by C. B. Maley, Jr., dated August 18, 1965.

7. Lessee will have the right to install an overhead pipeline across the roadway marked D, provided such installation is made in accordance with the minimum height and safety requirements as established by the South Carolina Highway Department.

8. Lessee shall have full right to operate any equipment necessary for its operation on the demised premises, including, but not limited to, cranes, trucks, logging machines, and an incinerator to burn waste wood products.

9. Lessor covenants and agrees that it will hold harmless and indemnify lessee, its successors or assigns, from any and all liability for damages which might occur to underground tanks, lines, drains, or other installations, whether the presence of such underground tanks, lines, drains, or other installations

be known or unknown; provided, however, this indemnity agreement does not extend to underground utility lines or installations which are installed on the premises for lessee's use and benefit, and lessee will be responsible for repair, maintenance, and upkeep of any such lines or installations which are located on the premises for its use and benefit, and provided further that this indemnity agreement does not extend to damage intentionally done, or done in a grossly negligent, willful, or wanton manner, to known lines or installations.

10. Lessee covenants and agrees that it will hold harmless and indemnify lessor, or Colleton County, or Town of Walterboro, from any and all liability for damages arising out of, directly or indirectly, lessee's use of the demised premises.

11. It is understood and agreed between the parties hereto that the Atlantic Coast Line Railroad presently intends to reactivate the old railroad into the airbase property and that this lease will not affect the granting of necessary rights-of-way, easements, etc., to the said Atlantic Coast Line Railroad for the reactivation of the said track.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and sealed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Lloyd T.Duncan
As to Walterboro-Colleton County Airport Commission

Wendell O.Adams.
As to Walterboro-Colleton County Airport Commission

J.W.Keys.
As to Koppers Company, Inc.

Helen M.O'Brien
As to Koppers Company, Inc.

WALTERBORO-COLLETON COUNTY AIRPORT COMMISSION

By: Howell H.Sweat
Its Chairman

By: F.W.Campbell,
Its Secretary-Treasurer.

KOPPERS COMPANY, INC.

By: Paul Wayman
Its Asst Vice President.
(Corp. official Seal Affixed)

By: T.C.Cochran.
Its Asst Secretary.

2358

be known or unknown; provided, however, this indemnity agreement does not extend to underground utility lines or installations which are installed on the premises for lessee's use and benefit, and lessee will be responsible for repair, maintenance, and upkeep of any such lines or installations which are located on the premises for its use and benefit, and provided further that this indemnity agreement does not extend to damage intentionally done, or done in a grossly negligent, willful, or wanton manner, to known lines or installations.

10. Lessee covenants and agrees that it will hold harmless and indemnify lessor, or Colleton County, or Town of Walterboro, from any and all liability for damages arising out of, directly or indirectly, lessee's use of the demised premises.

11. It is understood and agreed between the parties hereto that the Atlantic Coast Line Railroad presently intends to reactivate the old railroad into the airbase property and that this lease will not affect the granting of necessary rights-of-way, easements, etc., to the said Atlantic Coast Line Railroad for the reactivation of the said track.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and sealed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Lloyd T.Duncan
As to Walterboro-Colleton County Airport Commission

Wendell O'Adams.
As to Walterboro-Colleton County Airport Commission

J.W.Keys.
As to Koppers Company, Inc.

Helen M.O'Brien
As to Koppers Company, Inc.

WALTERBORO-COLLETON COUNTY AIRPORT COMMISSION

By: Howell H.Sweat
Its Chairman

By: F.W.Campbell.
Its Secretary-Treasurer.

KOPPERS COMPANY, INC.

By: Paul Wayman
Its Asst Vice President.
(Corp. Official Seal Affixed)

By: T.C.Cochran.
Its Asst Secretary.

235C

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Lloyd T.Duncan and made oath that he saw the within named Walterboro-Colleton County Airport Commission, by Howell H.Sweat, its Chairman, and F.W.Campbell., its Sec -Treasurer sign, seal, and as its corporate act and deed, deliver the within written instrument, and that he, with Wendell O. Adams., witnessed the execution thereof.

Lloyd T.Duncan

SWORN to before me, this
29th day of Sept., 1965.

Wendell O.Adams.
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires at pleasure of the Governor.

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

PERSONALLY appeared before me J.W.Keys. and made oath that he saw the within named Koppers Company, Inc., by Paul Wayman, its Asst. Vice President, and T.C.Cochran, its Asst. Secretary, sign, seal, and as its corporate act and deed, deliver the within written instrument, and that he, with Helen M.O'Brien, witnessed the execution thereof.

J.W.Keys.

SWORN to before me, this
29th day of October, 1965.

Walter Grunow.
NOTARY PUBLIC FOR PENNSYLVANIA
Seal Affixed.
My commission expires:
April 11, 1966.

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STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me Lloyd T.Dupree

and made oath that he saw the within named Waterboro-Colleton County Airport Commission, by Howell H.Sweat its Chairman, and P.W.Campbell, its Sec.-Treasurer sign, seal, and as its corporate act and deed, deliver the within written instrument, and that he, with Wendell O. Adams, witnessed the execution thereof.

Lloyd T.Dupree

SWORN to before me, this

29th day of Sept., 1965.

Wendell O.Adams.

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires at pleasure of the Governor.

STATE OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

PERSONALLY appeared before me J.W.Keyn.

and made oath that he saw the within named Koppers Company, Inc., by Paul Wayman, its Asst. Vice President and T.C.Cochran, its Asst. Secretary, sign, seal, and as its corporate act and deed, deliver the within written instrument, and that he, with Helen M.O'Brien, witnessed the execution thereof.

J.W.Keyn.

SWORN to before me, this

29th day of October, 1965.

Walter Drumm.

NOTARY PUBLIC FOR PENNSYLVANIA

Seal Affixed.

My commission expires:

April 11, 1966.

237

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

LEASE AGREEMENT

THIS AGREEMENT made and concluded this 18th day of November, 1965, by and between D. Y. McWhirter of Walterboro, South Carolina, also hereinafter styled LESSOR, and Stephenson Finance Company, Inc., a corporation under the laws of the State of South Carolina, hereinafter styled LESSEE;

WITNESSETH:

That the LESSOR, for and in consideration of the rents, covenants and agreements to be paid, kept and performed on the part of the LESSEE, has demised and leased, and by these presents does demise and lease unto the LESSEE the following described property: $12.96 SC Doc Stamps affixed to Original

All that piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town of Walterboro, County of Colleton, and State of South Carolina, measuring seventy-two (72') feet on the front along Wichman Street, and seventy-five (75') feet on the rear on lot formerly of H. W. Black, Jr., and one hundred sixty-three (163') feet on the side on the lots formerly of R. Maroe, H. R. Smith, and D. H. Yarley, and bounded and described, now or formerly as follows: On the North by Wichman Street (erroneously called Jefferies Avenue in a deed); on the East by the Estate of John F. Lucas; on the South by H. W. Black, Jr.; and on the West by Rachael Maroe, H. R. Smith and D. H. Yarley. This is the same lot of land conveyed to Jesse C. De Treville by Julia B. Crosby, et al, by deed dated August 6, 1941, and recorded in the office of the Clerk of Court for Colleton County, S. C. at Walterboro, S. C. in Deed Book 82 at Page 218.

This is the same lot of land conveyed to Alfred L. de Treville as Tract No. 6 in deed from O. H. Rhodes, Judge of Probate for Colleton County, S. C., dated August 2, 1957, and recorded in the office of the Clerk of Court for Colleton County, S. C., in Deed Book 121 at Page 9.

for a period of ten (10) years from the date of the commencement of payment of rent as hereinafter set forth.

That the LESSOR further covenants and agrees to erect upon a portion of said lot a building at such location as may be designated by LESSEE and in accordance with plans and specifications of LESSEE, to cost an amount not in excess of Fourteen Thousand Dollars ($14,000.00); and also to hard-surface the remainder of the lot by having placed thereon a coat of asphalt as per specifications of the LESSEE.

That the LESSOR further agrees that prior to the completion of the proposed building, the LESSEE may use the existing building situate

12 am
11-23-65

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

MASTER'S SALE

THIS AGREEMENT made and concluded this 16th day of November, 1931, by and between D. T. McIntyre, Master for Colleton County, Sole Plaintiff, and Atlantic Coast Line Railroad Company, Inc., a corporation under the laws of the State of South Carolina, hereinafter called PURCHASER:

WITNESSETH:

That the said MASTER, for and in consideration of the amount, covenants and agrees with the said PURCHASER, its successors and assigns, that he will sell and convey by apt and sufficient deed unto the said PURCHASER the following described property:

All that piece, parcel or lot of land, containing sixty one hundredths (.61) of an acre, more or less, situate, lying and being in the City of Walterboro, Colleton County, South Carolina, and being bounded and more particularly described as follows: On the North by Hampton Street (100') feet; on the East by Lot No. 1 of W. W. Bissell, Jr., and property now or formerly of W. W. Bissell and H. A. Bissell, one hundred seventy-two (172) feet; on the South by property now or formerly of W. W. Bissell, Jr., and property now or formerly of H. A. Bissell and D. H. Kenyon, one hundred seventy-two (172) feet; and on the West by Lot No. 3 of W. W. Bissell, Jr., and property now or formerly of H. A. Bissell and D. H. Kenyon, sixty-one (61) feet. Said lot is the same lot or parcel of land conveyed to Agnes D. Bissell by Judge R. Cropsey, et al, by deed dated January 5, 1921, and recorded in the office of the Clerk of Court for Colleton County, S. C., in Deed Book 58 at Page 325.

That by the said Last Will and Testament of Agnes D. Bissell as Item No. 6 of the said Will, Judge R. Cropsey, Agnes D. Bissell and D. H. Kenyon were appointed Executors of the said Will and Testament of the said Agnes D. Bissell, and thereafter the said Executors, by deed dated January 5, 1921, and recorded in the office of the Clerk of Court for Colleton County, S. C., in Deed Book 58 at Page 325, conveyed the above described property to the said Agnes D. Bissell.

That by the said Last Will and Testament of Agnes D. Bissell as Item No. 6 the said

upon said premises without any additional cost than the rent.

That the LESSEE, in consideration of the above letten premises, and covenants and agreements to be kept and performed on the part of the LESSOR, agrees as follows:

1. To pay as rent for the use of the demised premises with the proposed building placed thereon the sum of Two Hundred Seventy Dollars ($270.00); per month, payable in advance, on the first day of each month, commencing on the first day of the month following completion of the building, and continuing on the first day of each successive month thereafter for the term of ten (10)years, rent payable at LESSOR'S place of business on 117 Hayle Street in Walterboro, South Carolina, or such other place as LESSOR may designate in writing.

2. To occupy said building immediately upon its completion and acceptance by the LESSOR, and, should occupancy take place prior to the first of a month, then LESSEE agrees to pay pro rated monthly rent for the time occupied prior to the first of the month.

3. To provide the LESSOR with drawings and a material list to be used as a guide for the construction of the building contemplated if requested.

4. Not to assign or transfer this lease in whole or in part, nor shall it sublet the demised premises or any portion thereof, without the previous consent in writing of the LESSOR, PROVIDED that the LESSOR shall not be unreasonable or arbitrary in giving such consent if requested.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that the LESSOR shall have access to the premises herein leased for the purpose of inspection at reasonable and convenient times.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED THAT the LESSOR will maintain the exterior of the building, including the roof and walls, and shall also be responsible for the maintenance of any structural part of the building. The LESSEE, on the other hand, shall maintain and keep in a state of repair and appearance the interior of the building; and LESSEE shall also take care of ordinary maintenance

upon said premises without any additional cost than the rent.

That the LESSEE, in consideration of the above leases premises, and covenants and agreements to be kept and performed on the part of the LESSOR, agrees as follows:

1. To pay as rent for the use of the desired premises with the proposed building placed thereon the sum of Two Hundred Seventy Dollars ($270.00), per month, payable in advance, on the first day of each month, commencing on the first day of the month following completion of the building, and continuing on the first day of each successive month thereafter for the term of ten (10)years, rent payable at LESSOR'S place of business on 117 Maple Street in Watertown, South Carolina, or such other place as LESSOR may designate in writing.

2. To occupy said building immediately upon the completion and acceptance by the LESSOR, and, should occupancy take place prior to the first of a month, then LESSEE agrees to pay pro-rated monthly rent for the time occupied prior to the first of the month.

3. To provide the LESSOR with drawings and a material list to be used as a guide to the construction of the building contemplated if requested.

4. Not to sell or transfer this lease in whole or in part, nor shall it sublet the demised premises or any portion thereof, without the previous consent in writing of the LESSOR; PROVIDED that the LESSOR shall not be unreasonably arbitrary in giving such consent if requested.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that the LESSOR shall have access to the premises herein leased for the purpose of inspection at reasonable mentions times.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED THAT the LESSOR will maintain the exterior of said building, including the roof and walls, and shall also be responsible for the maintenance of any structural part of the building. The LESSEE, on the other hand, shall maintain and keep in a state of safe and appearance the interior of the building; and LESSEE shall exercise care of ordinary maintenance

and repair to plumbing, heating, and electrical facilities. However, the LESSOR, shall be responsible for any major repair to such facilities, or replacement thereof because of failure to operate. This provision shall also apply to the heating and air-conditioning units to be installed in said building. Except as provided in this paragraph, the LESSEE shall make no alterations, repairs, or improvements to the building without the prior written consent of the LESSOR.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that destruction of the building to an extent of more than 50 per cent thereof by fire or other casualty, shall, at the option of the LESSOR, terminate the lease. Otherwise, the LESSOR shall restore the building in like condition in the event of destruction by fire or other casualty. PROVIDED that, during the period of renovation, the LESSE'S rent shall be abated in such ratio as the premises are unavailable or inadequate to the LESSEE in the operation and management of its business.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that, upon failure of the LESSEE to pay rent as it becomes due, the LESSOR may, at his option, declare the unpaid rent due and payable at once, terminate the lease, and re-enter the premises with or without notice to said LESSEE and without prejudice to the LESSOR'S right to distrain for all rents unpaid at said time, or to exercise such other remedies as may be available to him.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that, the LESSEE will, upon expiration of this lease or any renewal hereof, quietly and peaceably vacate the premises and deliver possession thereof to the LESSOR.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that, the LESSOR shall not be responsible for any injuries or damages to persons entering upon the said premises as licensees, business or otherwise, of the LESSEE.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that, the LESSOR further gives and grants unto the LESSEE an option to extend the term of this lease for an additional period of five (5) years from the date of expiration of this lease, provided that the LESSEE gives

the date of expiration of this lease, provided that the LESSEE gives
further time and grants unto the LESSEE an option to extend the
term of this lease for an additional period of five (5) years from
the date of expiration of this lease, provided that the LESSEE gives
further time and grants unto the LESSEE an option to extend the
term of this lease for an additional period of two (2) years from

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that the LESSOR
and the LESSEE,

IT IS ALSO MUTUALLY UNDERSTOOD AND AGREED, that, the LESSOR
shall not be responsible for any injuries or damages to persons enter-
ing upon the said premises as licensees, business or otherwise, of
the LESSEE.

IT IS MUTUALLY UNDERSTOOD AND AGREED that, the LESSOR
and peaceably vacate the premises upon default, duly
ment, upon expiration of this lease or any renewal hereof, quietly

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that, the LESSEE
may remove all fixtures and improvements erected by it on the premises
at any time during the term of this lease, provided the LESSEE is not
in default in the payment of rent or taxes at the time of such removal.

IT IS MUTUALLY UNDERSTOOD AND AGREED that, upon failure
of the LESSEE to pay rent as it becomes due, the LESSOR may, at its
option, declare the unpaid rent due and payable at once, terminate
the lease, and re-enter the premises with or without notice to said
LESSEE and without prejudice to the LESSOR'S right to distrain for
all rents unpaid at said time, or to exercise such other remedies
as may be available to him.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that, the LESSEE
shall have the privilege of assigning this lease, subject to the LESSOR'S
approval, such approval not to be unreasonably withheld, and of sub-
letting the said premises or any part thereof, without the consent of
the LESSOR, but no assignment or subletting shall relieve the LESSEE
of its obligations hereunder.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that, the LESSEE
shall not make any alterations, repairs, or improvements
to the building without the prior written consent of the LESSOR.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that destruction of
the building to an extent of more than 50 per cent thereof by fire or
other casualty, shall, at the option of the LESSOR, terminate the lease.
Otherwise, the LESSOR shall restore the building in like condition in
the event of destruction by fire or other casualty. PROVIDED that,
during this period of restoration, the LESSEE'S rent shall be abated in
such ratio as the premises are unavailable or inadequate to the LESSEE
in the operation and management of its business.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that, upon failure
and repair to plumbing, heating, and electrical facilities. However,
the LESSOR, shall be responsible for any major repair to such facil-
ities, or replacement thereof because of failure to operate. This
provision shall also apply to the heating and air-conditioning units
to be installed in said building. Except as provided in this para-
graph, the LESSEE shall make no alterations, repairs, or improvements

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LESSOR not less than ninety (90) days notice of its intention to exercise the option prior to the expiration hereof.

This lease shall be and is hereby declared to be binding upon the parties hereto, their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, in duplicate, the day, month and year first hereinabove written.

IN THE PRESENCE OF:

Elizabeth H. Pellum

Larry H. Martin

Dym G. Whiten (L.S)
LESSOR

STEPHENSON FINANCE COMPANY
INCORPORATED

BY R. M. Simmons Jr. (SEAL)
LESSEE

ATTEST

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton

PERSONALLY appeared before me Larry H. Martin who, on oath, deposes and says that he saw the above named R. M. Simmons, Jr. sign, seal, and as his act and deed deliver the within written Lease; and that he with Elizabeth Pellum witnessed the execution thereof.

SWORN to before me this
18th day of November 1965
Homer Lefler (SEAL)
Notary Public for S. C.
MY COMMISSION EXPIRES AT THE WILL OF THE GOVERNOR

Larry H. Martin

DEEDS

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THIS DEED made this [illegible] day of [illegible] (20) [illegible] between [illegible]

[illegible]

[illegible]

[

BOOK 140

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6-4-6

STATE OF SOUTH CAROLINA)
COUNTY OF Colleton)

PERSONALLY, appeared before me Larry H. Martin, who, on oath, deposes and says that he saw the above named STEPHENSON FINANCE COMPANY, by R. M. Desmond, its Vice President and D. J. McWhirter, owner, sign, seal and as their act and deed deliver the within written agreement, and that he with Elizabeth Pellum witnessed the execution thereof.

Larry H. Martin

SWORN to before me this
18th day of November, 1965

Norman Lufty
Notary Public for S. C.
MY COMMISSION EXPIRES AT THE WILL OF THE GOVERNOR

STATE OF SOUTH CAROLINA)
COUNTY OF)

PERSONALLY, appeared before me , who,
on oath, deposes and says that he saw the above named STEPHENSON
FINANCE COMPANY, by its , sign, seal and as their act and
deed deliver the within written agreement, and that he with
and , witnessed the execution thereof.

SWORN to before me this
day of , 19

Notary Public for S.C.
MY COMMISSION EXPIRES AT THE WILL OF THE GOVERNOR

BOOK 140

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South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

No. 11461

THE STATE OF SOUTH CAROLINA }
County of Colleton }

LEASE
Borrow and Material Pit

Docket No. File No. 15.358 Route No. Project I-95(1(20)) Parcel No.

THIS AGREEMENT made and entered into this 28 day of October, 19 65, by and between Mrs. Ellen J. White Yemassee, S. C. hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let Borrow Material, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 15 feet, consisting of 7.18 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow material pit located approximately 5 miles North of Yemassee on U. S. Rte. 21. 562.8 feet right of I-95 station 450/ 00. in Wood land and cultivated field.
Material pit is more particularly shown on attached sketch.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until Completion of the above Project.

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, [~~xxxx

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

James H. Lane

Fred K. Hambright

Ellen J. White
Lessor.

Witnesses as to State Highway Department:

Clara W. Tanner

A. C. Barr

S. C. State Highway Department

By J. D. McMahan, Jr.

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me James H. Lane and made oath that he saw the within named (Mrs.) Ellen J. White sign, seal and as her act and deed, execute the within written instrument; and that he with Fred K. Hambright witnessed the execution thereof.

Sworn to before me this 28th day of October, 1965.

James H. Lane

Fred K. Hambright
Notary Public for S. C.

The State of South Carolina
County of Richland

As to Highway Department

Personally appeared before me Clara W. Tanner and made oath that s he saw the within named J. D. McMahan, Jr. sign, seal and as his act and deed, executethe within written instrument; and that s he with A. C. Barr witnessed the execution thereof.

Sworn to before me this 17th day of November, 1965.

Clara W. Tanner

Mary Jane H. Moore (L.S.)
Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Walterboro Production Credit Association do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by Joseph and Ellen White to Walterboro Production Credit Assoc., recorded in Mortgage Book 111 at Page 33 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 3rd day of November 196 65.

in the presence of:

Helen B. Rentz

Elizabeth C. Guess

WALTERBORO PRODUCTION CREDIT ASSO(TIO
By: B. B. Cave, Secty-Trea er

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19___, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

Recorded 11/24/65 12 A. M.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

BOOK 140

245

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

№ 11461

THE STATE OF SOUTH CAROLINA }
County of Colleton }

LEASE
Borrow and Material Pit

Docket No. File No. 15.358 Route Project I-95-1(10) Road No.

THIS AGREEMENT made and entered into this 29 day of October, 19 65, by and between Mr. A. Blease Jone, Rt. 2, Yemassee, S. C.

hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let Borrow material, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 15 feet, consisting of 8.06 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow Material Pit located approximately 5 miles North of Yemassee on U. S. Rte. 21. Adjacent to I-95 right of way station 452/00 in uncultivated field on the right.

Material Pit is more particularly shown on attached sketch.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until Completion of the above project

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, rents and royalties in the sum of Eight Hundred Dollars ($800.00) Dollars, plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the pit material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3. Material pit to be drained.

Recorded 11/24/65 - 12 A. M.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

James H. Lane

Fred K. Hambright

Ellen J. White
Lessor.

Witnesses as to State Highway Department:

Clara W. Tanner

A. C. Barr

S. C. State Highway Department

By J. D. McMahan, Jr.

The State of South Carolina

County of Colleton

As to Lessor

Personally appeared before me James H. Lane and made oath that he saw the within named (Mrs.) Ellen J. White sign, seal and as her act and deed, execute the within written instrument; and that he with Fred K. Hambright witnessed the execution thereof.

Sworn to before me this 28th day of October, 1965.

James H. Lane

Fred K. Hambright
Notary Public for S. C.

The State of South Carolina

County of Richland

As to Highway Department

Personally appeared before me Clara W. Tanner and made oath that s he saw the within named J. D. McMahan, Jr. sign, seal and as his act and deed, executethe within written instrument; and that s he with A. C. Barr witnessed the execution thereof.

Sworn to before me this 17th day of November, 1965.

Clara W. Tanner

Mary Jane H. Moore (L.S.)
Notary Public for S. C.

The State of South Carolina

County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Walterboro Production Credit Association do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by Joseph and Ellen White to Walterboro Production Credit Assoc., recorded in Mortgage Book 111 at Page 33 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 3rd day of November 196 65.

In the presence of:

Helen B. Rentz

Elizabeth C. Guess

WALTERBORO PRODUCTION CREDIT ASSOCIATION

By: B. B. Cave, Secty-Treasurer

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19____, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

Recorded 11/24/65 12 A. M.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

BOOK 140

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South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

№ 11461

THE STATE OF SOUTH CAROLINA }
County of Colleton }

LEASE
Borrow and Material Pit

Docket No. File No. 15.358 Route Project I-95-1(10) Road No.

THIS AGREEMENT made and entered into this 29 day of October 19 65, by and between Mr. A. Blease Jone, Rt. 2, Yemassee, S. C. hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let Borrow material, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 15 feet, consisting of 8.06 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow Material Pit located approximately 5 miles North of Yemassee on U. S. Rte. 21. Adjacent to I-95 right of way station 452/00 in uncultivated field on the right.

Material Pit is more particularly shown on attached sketch.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until Completion of the above project

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, [redacted] rents and royalties in the sum of Eight Hundred Dollars ($800.00) Dollars [redacted], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof [redacted]

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. [redacted] Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the pit material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3. Material pit to be drained.

Recorded 11/24/65 12 A. M.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

244

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

James H. Lane

Fred K. Hambright

Ellen J. White
Lessor.

Witnesses as to State Highway Department:

Clara W. Tanner

A. C. Barr

S. C. State Highway Department

By J. D. McMahan, Jr.

The State of South Carolina

County of Colleton

As to Lessor

Personally appeared before me James H. Lane and made oath that he saw the within named (Mrs.) Ellen J. White sign, seal and as her act and deed, execute the within written instrument; and that he with Fred K. Hambright witnessed the execution thereof.

Sworn to before me this 28th day of October, 1965.

James H. Lane

Fred K. Hambright
Notary Public for S. C.

The State of South Carolina

County of Richland

As to Highway Department

Personally appeared before me Clara W. Tanner and made oath that she saw the within named J. D. McMahan, Jr. sign, seal and as his act and deed, executethe within written instrument; and that she with A. C. Barr witnessed the execution thereof.

Sworn to before me this 17th day of November, 1965.

Clara W. Tanner

Mary Jane H. Moore (L.S.)
Notary Public for S. C.

The State of South Carolina

County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Walterboro Production Credit Association do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by Joseph and Ellen White to Walterboro Production Credit Assoc., recorded in Mortgage Book 111 at Page 33 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 3rd day of November 1965.

In the presence of:

Helen B. Rentz

Elizabeth C. Guess

WALTERBORO PRODUCTION CREDIT ASSOCIATION

By: B. B. Cave, Secty-Treas.

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19____, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

Recorded 11/24/65 12 A. M.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

BOOK 140

245

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

№ 11461

THE STATE OF SOUTH CAROLINA }
County of Colleton }

LEASE
Borrow and Material Pit

Docket No. File No. 15.358 Route Project I-95-1(10) Road No.

THIS AGREEMENT made and entered into this 29 day of October, 19 65, by and between Mr. A. Blease Jone, Rt. 2, Yemassee, S. C. hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let Borrow material, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 15 feet, consisting of 3.06 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow Material Pit located approximately 5 miles North of Yemassee on U. S. Rte. 21. Adjacent to I-95 right of way station 452/00 in uncultivated field on the right.

Material Pit is more particularly shown on attached sketch.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until Completion of the above project

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, ~~[illegible]~~ rents and royalties in the sum of Eight Hundred Dollars ($800.00) Dollars ~~[illegible]~~, plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof ~~[illegible]~~

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. ~~[illegible]~~ Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the pit material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3. Material pit to be drained.

Recorded 11/24/65 12 A. M.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Steven Brown

Fred K. Hambright

A. Blease Jones
Lessor.

Witnesses as to State Highway Department:

Saundra R. Conway

R. J. Weeks, Jr.

S. C. State Highway Department

By L. E. Wiggins, Jr.

Dist. Engineer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me Steven Brown and made oath that he saw the within named A. Blease Jones sign, seal and his act and deed, execute the within written instrument; and that he with Fred K. Hambright witnessed the execution thereof.

Sworn to before me this 29th day of October, 19 65

Steven Brown

Fred K. Hambright
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Saundra R. Conway and made oath that he saw the within named L. E. Wiggins, Jr. sign, seal and as his act and deed, executethe within written instrument; and that S he with R. J. Weeks, Jr. witnessed the execution thereof.

Sworn to before me this 17th day of November, 19 65

Saundra R. Conway

J. D. Hooper
Notary Public for S. C.

The State of South Carolina
County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by _____ to _____, recorded in Mortgage Book____ at Page____ in office of the Clerk of Court or RMC of _____ County.

No mortgage on record. Dated Oct. 29, 1965.

WITNESS our hand and seal this _____ day of _____, 196___

in the presence of:

Fred K. Hambright, R/W Agent

_____

_____

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19____, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

Recorded 11/24/65 12 A. M.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

RESTRICTIVE COVENANTS GOVERNING AND CONTROLLING BLOCK C OF THE HORSESHOE RIVER CRESCENT, A SUBDIVIDED PORTION OF BONNIE DOONE PLANTATION ON HORSESHOE RIVER IN THE COUNTY OF COLLETON AND STATE OF SOUTH CAROLINA.

The restrictive covenants herein outlined are recorded as a blanket encumbrance against every lot below numbered in that water front subdivision known as The Horseshoe River Crescent in the County of Colleton, State of South Carolina, as delineated on a plat made by S. S. Snook, registered Surveyor, of date January 14, 1965. The restrictive covenants herein outlined shall apply to the lots in the above mentioned plat of S. S. Snook, Registered Surveyor, of date January 14, 1965, numbered Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44) and Forty-five (45).

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 1985, at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. All lots in the tract, as above numbered, shall be known as residential lots.

5. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, to cost no less than $3,000.00 in conjunction with which can be constructed a private garage and other outbuildings necessary to the domestic use of the said residential building; except a new structure of the patio, screened porch or terrace type, costing less than $3,000.00, may be permitted provided the design or plans and specifications are specifically approved in advance by the owner and developer of The Horseshoe River Crescent.

6. No building shall be erected on any residential building lot nearer than Twenty (20') feet to the front lot line, nor nearer than Twenty (20') feet to any side lot line, the side line restriction shall not

Recorded 11/29/65 10 A. M.

246

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Steven Brown

Fred K. Hambright

A. Blease Jones
Lessor.

Witnesses as to State Highway Department:

Saundra R. Conway

R. J. Weeks, Jr.

S. C. State Highway Department

By L. E. Wiggins, Jr.
Dist. Engineer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me Steven Brown and made oath that he saw the within named A. Blease Jones sign, seal and his act and deed, execute the within written instrument; and that he with Fred K. Hambright witnessed the execution thereof.

Sworn to before me this 29th day of October, 19 65

Steven Brown

Fred K. Hambright
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Saundra R. Conway and made oath that he saw the within named L. E. Wiggins, Jr. sign, seal and as his act and deed, executethe within written instrument; and that S he with R. J. Weeks, Jr. witnessed the execution thereof.

Sworn to before me this 17th day of November, 19 65

Saundra R. Conway

J. D. Hooper
Notary Public for S. C.

The State of South Carolina
County of

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we)

do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by

to , recorded in Mortgage Book at Page in office of the Clerk of Court or RMC of County.

No mortgage on record. Dated Oct. 29, 1965.

WITNESS our hand and seal this day of , 196

In the presence of:

Fred K. Hambright, R/W Agent

RECORDED

I hereby certify that the within lease was filed for record in my office at M o'clock on the day of 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions for County, S. C.

Recorded 11/24/65 12 A. M.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

RESTRICTIVE COVENANTS GOVERNING AND CONTROLLING BLOCK C OF THE HORSESHOE RIVER CRESCENT, A SUBDIVIDED PORTION OF BONNIE DOONE PLANTATION ON HORSESHOE RIVER IN THE COUNTY OF COLLETON AND STATE OF SOUTH CAROLINA.

The restrictive covenants herein outlined are recorded as a blanket encumbrance against every lot below numbered in that water front subdivision known as The Horseshoe River Cresecent in the County of Colleton, State of South Carolina, as delineated on a plat made by S. S. Snook, registered Surveyor, of date January 14, 1965. The restrictive covenants herein outlined shall apply to the lots in the above mentioned plat of S. S. Snook, Registered Surveyor, of date January 14, 1965, numbered Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44) and Forty-five (45).

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 1985, at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. All lots in the tract, as above numbered, shall be known as residential lots.

5. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, to cost no less than $3,000.00 in conjunction with which can be constructed a private garage and other outbuildings necessary to the domestic use of the said residential building; except a new structure of the patio, screened porch or terrace type, costing less than $3,000.00, may be permitted provided the design or plans and specifications are specifically approved in advance by the owner and developer of The Horseshoe River Crescent.

6. No building shall be erected on any residential building lot nearer than Twenty (20') feet to the front lot line, nor nearer than Twenty (20') feet to any side lot line, the side line restriction shall not

Recorded 11/29/65 10 A. M.

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Steven Brown

Fred K. Hambright

A. Blease Jones
Lessor.

Witnesses as to State Highway Department:

Saundra R. Conway

R. J. Weeks, Jr.

S. C. State Highway Department

By L. E. Wiggins, Jr.
Dist. Engineer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me Steven Brown and made oath that he saw the within named A. Blease Jones sign, seal and his act and deed, execute the within written instrument; and that he with Fred K. Hambright witnessed the execution thereof.

Sworn to before me this 29th day of October, 19 65

Steven Brown

Fred K. Hambright
Notary Public for S. C.

The State of South Carolina
County of Charleston

As to Highway Department

Personally appeared before me Saundra R. Conway and made oath that he saw the within named L. E. Wiggins, Jr. sign, seal and as his act and deed, executethe within written instrument; and that S he with R. J. Weeks, Jr. witnessed the execution thereof.

Sworn to before me this 17th day of November, 19 65

Saundra R. Conway

J. D. Hooper
Notary Public for S. C.

The State of South Carolina
County of

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we)

do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by

to , recorded in Mortgage Book at Page in office of the Clerk of Court or RMC of County.

No mortgage on record. Dated Oct. 29, 1965.

WITNESS our hand and seal this day of , 196

In the presence of:

Fred K. Hambright, R/W Agent

RECORDED

I hereby certify that the within lease was filed for record in my office at M o'clock on the day of 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions for County, S. C.

Recorded 11/24/65 12 A. M.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

RESTRICTIVE COVENANTS GOVERNING AND CONTROLLING BLOCK C OF THE HORSESHOE RIVER CRESCENT, A SUBDIVIDED PORTION OF BONNIE DOONE PLANTATION ON HORSESHOE RIVER IN THE COUNTY OF COLLETON AND STATE OF SOUTH CAROLINA.

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1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 1985, at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. All lots in the tract, as above numbered, shall be known as residential lots.

5. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, to cost no less than $3,000.00 in conjunction with which can be constructed a private garage and other outbuildings necessary to the domestic use of the said residential building; except a new structure of the patio, screened porch or terrace type, costing less than $3,000.00, may be permitted provided the design or plans and specifications are specifically approved in advance by the owner and developer of The Horseshoe River Crescent.

6. No building shall be erected on any residential building lot nearer than Twenty (20') feet to the front lot line, nor nearer than Twenty (20') feet to any side lot line, the side line restriction shall not

Recorded 11/29/65 10 A. M.

DEEDS

apply to a garage on the rear corner of a lot or a boat house on the front corner except that on corner lots no structure shall be permitted nearer than Fifteen (15') feet to the street line.

7. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

8. No tent, shack, garage, barn or other outbuildings on any of the numbered lots herein restricted shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted, except a modern house trailer or mobile home costing no less than $3,000.00.

9. A perpetual easement is reserved over the rear ten feet of each lot for utility installation and maintenance. Said lots' front on the canal and the utility easement reserved is on the street side.

10. No house shall be built on any lot unless the said lot be served with a septic tank, approved by the State Board of Health.

11. It is specifically provided that no lot herein described can be further subdivided for purposes of sale.

12. No owner of any lot restricted herein shall construct a dock, float, diving board or any obstruction of a like nature in, across or into the canal, which is the front boundary of the lot. This restriction is not intended to preclude boat slips, docks or other marine structures constructed on or in the lot in question provided said structures do not extend beyond the property line or edge of canal.

IN WITNESS WHEREOF, Bonnie Doone, Inc., has caused these presents to be executed and sealed this 5 day of May, A. D., 1965.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Mary M. Smith

Pearl Wood

BONNIE DOONE, INC. (L.S.)

By: L. G. Fishburne (L.S.)
President

ATTEST:

James W. Skardon (L.S.)
Secretary

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Pearl Wood and made oath that she saw the within-named L. G. Fishburne, President of Bonnie Doone, Inc., and James W. Skardon, its Secretary, sign, seal and as their act and deed, deliver the within written instrument, and that she subscribed her name as a witness thereto.

SWORN to before me this 5th day of May, 1965. Pearl Wood

Mary M. Smith, Notary Public for South Carolina (SEAL)
My Commission expires at the pleasure of the Governor.

Recorded 11/29/65 10 A. M.

RESTRICTIVE COVENANTS GOVERNING AND CONTROLLING BLOCK D OF THE HORSESHOE RIVER CRESCENT, A SUBDIVIDED PORTION OF BONNIE DOONE PLANTATION ON HORSESHOE RIVER IN THE COUNTY OF COLLETON AND STATE OF SOUTH CAROLINA.

The restrictive covenants herein outlined are recorded as a blanket encumbrance against every lot below numbered in that water front subdivision known as The Horseshoe River Crescent in the County of Colleton, State of South Carolina, as delineated on a plat made by S. S. Snook, Registered Surveyor, of date 9 November 1965. The restrictive covenants herein outlined shall apply to the lots in the above mentioned plat of S. S. Snook, Registered Surveyor, of date 9 November 1965, numbered Forty-seven (47), Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51), Fifty-two (52), Fifty-three (53), Fifty-four (54), Fifty-five (55), Fifty-six (56), Fifty-seven (57), Fifty-eight (58), Fifty-nine (59), Sixty (60), Sixty-one (61), Sixty-three (63), Sixty-four (64), Sixty-five (65), Sixty-six (66), Sixty-eight (68), Sixty-nine (69), Seventy (70), Seventy-one (71), Seventy-two (72), Seventy-three (73), Seventy-four (74), Seventy-five (75), Seventy-six (76), Seventy-seven (77), Seventy-eight (78), Seventy-nine (79) and Eighty (80).

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 1985, at which time said covenants shall be automatically extended for successive periods of Ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. All lots in the tract, as above numbered, shall be known as residential lots.

5. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, to cost no less than $3,000.00 in conjunction with which can be constructed a private garage and other outbuildings necessary to the domestic use of the said residential building; except a new structure of the patio, screened porch or terrace type, costing less than $3,000.00, may be permitted provided the design or plans and specifications are specifically approved in advance by the owner and developer of The Horseshoe River Crescent.

6. No building shall be erected on any residential building lot nearer than Twenty (20') feet to the front lot line, nor nearer than

Recorded November 29, 1965 10 A. M.

DEEDS

Twenty (20') feet to any side lot line, the side line restriction shall not apply to a garage on the rear corner of a lot or a boat house on the front corner except that on corner lots no structure shall be permitted nearer than Fifteen (15') feet to the street line.

7. No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

8. No tent, shack, garage, barn or other outbuildings on any of the numbered lots herein restricted shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted, except a modern house trailer or mobile home costing no less than $3,000.00.

9. A perpetual easement is reserved over the rear ten feet of each lot for utility installation and maintenance. Said lots front on the canal and the utility easement reserved is on the street side.

10. No house shall be built on any lot unless the said lot be served with a septic tank, approved by the State Board of Health.

11. It is specifically provided that no lot herein described can be further subdivided for purposes of sale.

12. No owner of any lot restricted herein shall construct a dock, float, diving board or any obstruction of a like nature in, across or into the canal, which is the front boundary of the lot. This restriction is not intended to preclude boat slips, docks or other marine structures constructed on or in the lot in question provided said structures do not extend beyond the property line or edge of canal.

IN WITNESS WHEREOF, Bonnie Doone, Inc., has caused these presents to be executed and sealed this 29 day of November, A.D., 1965.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF: BONNIE DOONE, INC. (L.S.)

Mary M. Smith By: L. G. Fishburne (L.S.)
President

Pearl Wood ATTEST:
Pearl Wood

James W. Skardon (L.S.)
Secretary

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Pearl Wood and made oath that she saw the within-named L. G. Fishburne, President of Bonnie Doone, Inc., and James W. Skardon, its Secretary, sign, seal and as their acts and deeds, deliver the within written instrument, and that she subscribed her name as a witness thereto.

SWORN to before me this 29th day of November, 1965. Pearl Wood

Mary M. Smith, Notary Public for South Carolina (SEAL)
My Commission expires at the pleasure of the Governor.

Recorded 11/29/65 10 A. M.

252

BOOK 140

253

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Philura Varn Langford, Laurine V. Cummings, Rebecca V. Coleman, and W. H. Varn, Jr.

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

Forty (40) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Right of way enters Grantor land from the land of Martin Thomas, thence extending across Grantor's land in a westerly direction to the land of Mrs. J. M. Hiers. Said right of way being more fully shown on drawing of South Carolina Electric andg Gas Company No. B-10566, dated July 9, 1965. Grantor is to have all timber cut on said right of way.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One thousand, three hundred, two & No/100 Dollars ($1,302.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 20th day of August, 1965.

WITNESS:

Miss Edith Robertson

D. Cooke

Philura Varn Langford (SEAL)
Philura Varn Langford

(SEAL)

Laurine V. Cummings (SEAL)
Laurine V. Cummings

(SEAL)

X Rebecca V. Coleman (SEAL)
Rebecca V. Coleman

(SEAL)

W. H. Varn, Jr. (SEAL)
W. H. Varn, Jr.

Form RW-180-6-63

Recorded December 3, 1965, at 4 P.M.

55254

STATE OF SOUTH CAROLINA.

COUNTY OF COLLETON.

PERSONALLY appeared before me Mrs. Edith Robertson, and made oath that she saw the withinnamed Philura Varn Langford, Laurine V.Cummings, Rebecca V.Coleman, and W.H.Varn Jr. sign, seal and as their act and deed deliver the within Right of Way grant for the uses and Purposes thereinmentioned, and that she with J.O.Carroll, in the presence of eqch other witnessed the Due execution thereof.

SWORn to befofe me this 20 day of August, 1965.

Mrs. Edith Robertson.

Shealey G.Pendarvis.

Notary Public for S.C.

BOOK 140

255

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Philura Varn Langford, Laurine V. Cummings, Rebecca V. Coleman, and W. H. Varn, Jr.

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of Forty (40) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton State of South Carolina, bounded as follows:

Right of way enters Grantor land from the land of Martin Thomas, thence extending across Grantor's land in a westerly direction to the land of Mrs. J. M. Hiers. Said right of way being more fully shown on drawing of South Carolina Electric andg Gas Company No. B-10566, dated July 9, 1965. Grantor is to have all timber cut on said right of way.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth as will not interfere with the ordinary cultivation of said land, with valves, tiovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One thousand, three hundred, two & No/100 Dollars ($1,302.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 20th day of August 1965

WITNESS:
Miss Edith Robertson
J. D. Varn

Philura Varn Langford (SEAL)
(SEAL)
Laurine V. Cummings (SEAL)
(SEAL)
Rebecca V. Coleman (SEAL)
(SEAL)
W. H. Varn, Jr. (SEAL)

Form RW-1-80-6-63

Recorded December 3, 1965, at 4 P.M

256

STATE OF SOUTH CAROLINA.

COUNTY OF COLLETON.

PERSONALLY appeared before me Mrs. Edith Robertson, and made oath that she saw the withinnamed Philura Varn Langford, Laurine V.Cummings, Rebecca V.Coleman, and W.H.Varn Jr. sign, seal and as their act and deed deliver the within Right of Way grant for the uses and Purposes thereinmentioned, and that she with J.O.Carroll, in the presence of eqch other witnessed the Due execution thereof.

SWORn to befofe me this 20 day of August, 1965.

Mrs. Edith Robertson.

Shealey G.Pendarvis.

Notary Public for S.C.

BOOK 140

251

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Fairfax 115 Kv

ACCT. NO. 1092

CH NO. 1324

November 1 19 65

The undersigned hereby acknowledge receipt of timely payment of One thousand, three hundred, two and No/100 Dollars, ($1,302.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 20 19 65, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mrs. Edith Robertson

J. O. Carroll

Philura Varn Langford (SEAL)
Philura Varn Langford

Laurine V. Cummings (SEAL)
Laurine V. Cummings

Rebecca V. Coleman (SEAL)
Rebecca V. Coleman

W. H. Varn, Jr. (SEAL)
W. H. Varn, Jr.

(SEAL)

(SEAL)

State of South Carolina,
County of COLLETON

Personally appeared before me Mrs. Edith Robertson

and made oath that she saw the within named Philura Varn Langford, Laurine V. Cummings, Rebecca V. Coleman and W. H. Varn, Jr.

sign, seal and as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with J. O. Carroll in the presence of each other, witnessed the due execution thereof. Mrs Edith Robertson

Sworn to before me this 1st day of November 1965.

Notary Public for S. C.

ST. OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

Recorded December 3, 1965, at 4:15 P.M

Notary Public

257A

BOOK 140

258

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Fairfax 115 Kv

ACCT. NO. 1092

CH. NO. 1322 November 1, 1965

The undersigned hereby acknowledge receipt of timely payment of Two Thousand, four hundred, three and No/100 Dollars, ($2,403.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, by easement dated August 20, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mrs. H. F. Phillips

Miss Edith Robertson

Estate of W. H. Varn, Sr.

Philura Varn Langford (SEAL)

Laurine V. Cummings (SEAL)

Rebecca V. Coleman (SEAL)

W. H. Varn, Jr. (SEAL)

Alexina Varn (SEAL)

(SEAL)

State of South Carolina,

County of COLLETON

Personally appeared before me Mrs. H. F. Phillips

and made oath that She saw the within named Philura Varn Langford, Laurine V. Cummings, Rebecca V. Coleman, W. H. Varn, Jr. and Alexina Varn sign, seal and as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with Mrs. Edith Robertson in the presence of each other, witnessed the due execution thereof. Mrs. H. F. Phillips

Sworn to before me this 1st day of November 1965.

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19.

(L. S.)

Recorded December 3, 1965, at 4:15 P.M

Form RW-2

258 A

BOOK 140

259

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-300 Dec. 2, 1965

The undersigned hereby acknowledge receipt of timely payment of

Three Hundred Fifty and 00/100 ---------- Dollars ($ 350.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated December 1, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

M. E. Corley — Mamie C. Smoak (SEAL)

Shealy G. Pendarvis — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me M. E. Corley and made oath that he saw the within named Mamie C. Smoaks sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 2nd day of December, 1965

Shealy G. Pendarvis

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

_____ County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public for _____

Recorded 12/6/65 12 A. M.

Form RW-3-SC-12-52

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at .....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

2594

DEEDS

BOOK 140

260

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys- Denmark 115 KV Line

ACCT. NO. W. O. 1190

CHECK NO. D-299

December 2, 19 65

The undersigned hereby acknowledge receipt of timely payment of

Six Hundred Fifty and 00/100 ---------- Dollars ($ 650.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 9, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

M. E. Corley — W. W. Myers (SEAL)

Shealy G. Pendarvis — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me M/ E. Corley

and made oath that he saw the within named W. W. Myers sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 2nd day of December, 19 65

Shealy G. Pendarvis

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Recorded 12/6/65 12 A. M.

Form RW-3-SC-12-53

2607

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

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.....

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TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

261.

261

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Mamie C. Smoaks

Highway 217, Smoaks, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

SEVENTY FEET (70-) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Grantor et al

Easterly by lands of Hiers and Copeland

Southerly by lands of Hiers and Copeland

Westerly by lands of Copeland and Warren

Said tract contains 40 acres, more or less; located in the town of Smoaks, South Carolina. Right of way enters Grantor's land from the land of Hiers and Copeland thence extending across Grantor's land in a southwesterly direction to the land of Warren. Right of way to be as shown on Dwg. of South Carolina Electric & Gas Company No. CP-10100, July 23, 1965

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or tribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, nmunication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of ---THREE HUNDRED FIFTY ------00/100 Dollars ($ 350.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 1 day of December, 1965

Mamie C. Smoak (SEAL)
Mamie C. Smoak (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
M. E. Corley
Shealy G. Pendarvis

recorded 12/4 6/65 12 A. M.

Form RW-1 SC-6-63

2617

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Shealy G. Pendarvis and made oath that he saw the within named Mamie C. Smoaks sign, seal, and as her act and deed deliver the within written right of way grant for the uses and purposes therein mentioned, and that he with M. C. Corley, in the presence of ~~the~~ each other, witnessed the due execution thereof.

Sworn to before me this 1st day of December, 1965. Shealy G. Pendarvis

J. R. Shillito, Notary Public for S. C.
Seal affixed

BOOK 140

262

262

State of South Carolina,

County of COLLETON

KNOW ALL MEN BY THESE PRESENTS that I (We) EATOFEL V. SMITH THOMPSON

BOX 302 Ocean Drive Beach, South Carolina

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of FORTY FEET (40) feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON, State of South Carolina, bounded as follows:

Northerly by lands of I. W. Goodwin

Easterly by lands of W. B. Kinsey

Southerly by lands of Grantor

Westerly by lands of H. R. Robertson

Said tract contains 62 acres, more or less, and being the same land deeded to Grantor by John B. Smith, by deed dated September 18, 1950. Right-of-way enters Grantor's land from the land of W.B. Kinsey thence extending across Grantor's land in a westerly direction to the land of Edith Smith Hermandez.

Right-of-way to be as shown on DWG. of South Carolina Electric & Gas Company No. CP-10300, February 8, 1965.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of ------TWENTY-FIVE --------00/100 Dollars ($ 25.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 2nd day of December, 1965.

Eatofel V. Smith Thompson (SEAL)
Eatofel V. Smith Thompson

WITNESS:

I. W. Goodwin

Healy G. Pendarvis

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 12/6/65 12 A. M.

262A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me I. W. Goodwin and made oath that he saw the within named Eatofel V. Smith Thompson sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis ~~witness~~ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 2nd day of December, 1965. I. W. Goodwin

Shealy G. Pendarvis, Notary Public for S. C.

BOOK 140

263

FORM 100
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

COUNTY OF COLLETON

LAND OPTION

Know All Men by These Presents, That I, C. A. Bailey,

in consideration of One Hundred and 00/100 ($100.00) ---------- Dollars,

do hereby grant, bargain and sell unto Gerald C. Smoak, as attorney,

the right and option of purchasing at any time on or before the 4th day of December, 19 66,

at and for the price of 300.00 for acres,

payable in cash,

All that certain piece, parcel or lot of land, situate, lying and being in the Old Bark Federal District Colleton County S. C. containing 15 acres more or less and bounded as follows: North by S. C. Hy. #61 East by the old Bark Road and Mrs. H. Baily estate South by lands of Walter Bailey and west by lands of A. C. Loftis and C. A. Bailey.

And I the said C. A. Bailey,

do hereby represent that I am the owner in fee of the said premises, and have a full and perfect right to grant and sell this option, and do covenant and agree that upon compliance by the said

Gerald C. Smoak, as attorney,

heirs or assigns, with the terms of this option I will make, execute and deliver to Gerald C. Smoak, as attorney, heirs or assigns, a good and sufficient deed conveying the above-described premises to them, or such of them as shall exercise this option and comply with the terms thereof, in fee simple, free of all encumbrances, with covenant of general warranty, and with all dowers regularly renounced.

Upon notice being given by the purchaser during the life of this option of intention to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding 30 days, to allow examination of title and preparation of papers.

The vendor, before compliance by the purchaser, if required, agrees to establish the property lines and free the title to said property of all defects. All current taxes, water rents and all other legal assessments shall be prorated to date of completion of said sale.

Witness my hand and seal this 4th day of December, 19 65.

Signed, Sealed and Delivered in the Presence of:

J. B. Rhodes

Cynthia B. Dantzler

C. A. Bailey (L. S.)

(L. S.)

(L. S.)

State of South Carolina,

COUNTY OF COLLETON

Personally appeared before me J. B. Rhodes and made oath that he saw the above-named C. A. Bailey sign, seal, and as his act and deed, deliver the above-written option for the uses and purposes therein mentioned, and that he with Cynthia B. Dantzler witnessed the execution thereof.

Sworn to before me this 4th day of December 65.

Cynthia B. Dantzler

Notary Public of S. C.

Recorded 12/7/65 10 A. M.

BOOK 140

264

FORM 220
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

COUNTY OF COLLETON

LAND OPTION

Know All Men by These Presents, That I, M. H. Bailey,

in consideration of Five Hundred and 00/100 ($500.00) ------- Dollars,

do hereby grant, bargain and sell unto Gerald C. Smoak, as attorney,

the right and option of purchasing at any time on or before the 2nd day of December, 19 66,

at and for the price of Thirty-five Thousand One Hundred and 00/100 ($35,100.00) ---- Dollars,

payable

All that certain piece, parcel or lot of land, situate, lying and being in the Red Bank School District, Colleton County, South Carolina, containing one hundred seventeen (117) acres, more or less, and being bounded as follows: on the north by lands of C. A. Bailey; on the east by Red Bank Canal and W. E. Fender; on the south by lands now or formerly of D. H. Smoak; and on the west by lands of Strickland, W. W. Smoak, Thomas W. Smoak, Mrs. Lucitia Carter and J. P. Bailey

IT IS AGREED AND UNDERSTOOD that the said M. H. Bailey shall receive ninety (90) days' notice in writing prior to the exercise of this option.

And I, the said M. H. Bailey

do hereby represent that I am the owner in fee of the said premises, and have a full and perfect right to grant and sell this option, and do covenant and agree that upon compliance by the said Gerald C. Smoak, as attorney, his heirs or assigns, with the terms of this option I will make, execute and deliver to Gerald C. Smoak, as attorney, his heirs or assigns, a good and sufficient deed conveying the above-described premises to them, or such of them as shall exercise this option and comply with the terms thereof, in fee simple, free of all encumbrances, with covenant of general warranty, and with all dowers regularly renounced.

Upon notice being given by the purchaser during the life of this option of intention to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding 30 days, to allow examination of title and preparation of papers.

The vendor, before compliance by the purchaser, if required, agrees to establish the property lines and free the title to said property of all defects. All current taxes, water rents and all other legal assessments shall be prorated to date of completion of said sale.

Witness my hand and seal this 2nd day of December, 1965

Signed, Sealed and Delivered in the presence of J. B. Rhodes

Cynthia B. Dantzler

M. H. Bailey (L. S.)

(L. S.)

(L. S.)

State of South Carolina,

COUNTY OF COLLETON

Personally appeared before me J. B. Rhodes and made oath that he saw the above-named M. H. Bailey sign, seal, and as his act and deed, deliver the above-written option for the uses and purposes therein mentioned, and that he with Cynthia B. Dantzler witnessed the execution thereof.

J. B. Rhodes

Sworn to before me this 2nd day of December, 19 65

Notary Public of S. C.

Cynthia B. Damtzler Recorded 12/7/65 10 A. M.

BOOK 140

265

FORM 300
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

COUNTY OF COLLETON

LAND OPTION

Know All Men by These Presents, That I, Lutitia Carter,

in consideration of Five and 00/100 ($5.00) ------ Dollars,

do hereby grant, bargain and sell unto Gerald C. Smoak, as attorney,

the right and option of purchasing at any time on or before the 6th day of December 19 65,

at and for the price of 300.00 per acre Dollars,

payable Cash

All that certain piece, parcel or lot of land, situate, lying and being in ~~the~~ Red Bank School District, Colleton County, South Carolina, containing thirty-five (35) acres, more or less, and bounded as follows: north by Atlantic Coast Line Railroad right-of-way; east by lands of M. H. Bailey; south by lands of Thomas W. Smoak; and west by the Coastal Electric Co-op Power Line right-of-way.

And I the said Lutitia Carter,

do hereby represent that I am the owner in fee of the said premises, and have a full and perfect right to grant and sell this option, and do covenant and agree that upon compliance by the said Gerald C. Smoak, as attorney,

heirs or assigns, with the terms of this option I will make, execute and deliver to Gerald C. Smoak, as attorney, heirs or assigns, a good and sufficient deed conveying the above-described premises to them, or such of them as shall exercise this option and comply with the terms thereof, in fee simple, free of all encumbrances, with covenant of general warranty, and with all dowers regularly renounced.

Upon notice being given by the purchaser during the life of this option of intention to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding 30 days, to allow examination of title and preparation of papers.

The vendor, before compliance by the purchaser, if required, agrees to establish the property lines and free the title to said property of all defects. All current taxes, water rents and all other legal assessments shall be prorated to date of completion of said sale.

Witness my hand and seal this 6th day of December, 19 65

Signed, Sealed and Delivered in the Presence of

J. B. Rhodes

Cynthia B. Dantzler

Lutitia Carter (L. S.)

Lutitia Carter

(L. S.)

(L. S.)

State of South Carolina,

COUNTY OF COLLETON

Personally appeared before me J. B. Rhodes and made oath that he saw the above-named Lutitia Carter sign, seal, and as her act and deed, deliver the above-written option for the uses and purposes therein mentioned, and that he with Cynthia B. Dantzler witnessed the execution thereof.

Sworn to before me this 6th day of December, 19 65

Cynthia B. Dantzler
Notary Public of S. C.

J. B. Rhodes

Recorded 12/7/65 10 A. M.

DEEDS

BOOK 140

266

Form 298—OPTION. Revised 1931

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

For the sum of $300.00 to Mrs T. J. (Bessie) Hiott

in hand paid at and before the sealing and delivery of these presents, by J. P. Harrelson, as Attorney

the receipt whereof is hereby acknowledged, I Bessie Hiott

have bargained and agreed, and do hereby bargain and agree to sell to the said J. P. Harrelson as Attorney

or assigns, the following described property: All that certain piece or parcel of land containing thirteen (13) acres more or less bounded on South by Hwy #61 on West by S.C. Elect & Gas Co and Red Bush Canal North by S.C. Forestry Com (formerly Jefferie) East by Light by Bros. Situate in Colleton County, S.C.

for the sum of $300.00 per acre payable as follows: Three Hundred ($300.00) per acre based on actual measurement by survey upon delivery of marketable title.

PROVIDED this option is exercised and accepted within One (1) year ~~days~~ from the date hereof.

Purchaser to have thirty days after signing contract to purchase for examination of title

Dated at Walterboro SC, this 4th day of December A. D. 1965

Bessie B. Hiott (L. S.)
Bessie B. Hiott

Signed, sealed and delivered in the presence of:

J. B. Rhodes

E. Frances Hiott

recorded 12/7/65 10 A. M.

266H

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me J. B. Rhodes and made oath that he saw the within named Bessie Hiott sign, seal and as her act and deed deliver thw within written Option and that he with Frances Hiott witnessed the execution thereof.

J. B. Rhodes

Sworn to before me, this 4th day of December A. D. 1965.

E. Frances Hiott, Notary Public for S. C.

BOOK 140

264
267

FORM 200
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,
COUNTY OF COLLETON

LAND OPTION

Know All Men by These Presents, That I, Rose L. Smoak,

in consideration of Five and 00/100 ($5.00) ---------- Dollars,

do hereby grant, bargain and sell unto Gerald C. Smoak, as attorney,

the right and option of purchasing at any time on or before the 4th day of December, 1966,

at and for the price of Four (4) acres, Dollars,

payable in cash.

All that certain piece, parcel or lot of land, situate, lying and being in ~~the~~ Red Bank School District, Colleton County, South Carolina, containing sixty (60) acres, more or less, and bounded as follows: north by lands of M. H. Bailey; east by lands of W. F. Fender; south by ~~lands of W. M. Smoak; and west by the estat of W. W. Strickland.~~

And I the said Rose L. Smoak

do hereby represent that I am the owner in fee of the said premises, and have a full and perfect right to grant and sell this option, and do covenant and agree that upon compliance by the said Gerald C. Smoak, as attorney,

heirs or assigns, with the terms of this option I will make, execute and deliver to Gerald C. Smoak, as attorney, heirs or assigns, a good and sufficient deed conveying the above-described premises to them, or such of them as shall exercise this option and comply with the terms thereof, in fee simple, free of all encumbrances, with covenant of general warranty, and with all dowers regularly renounced.

Upon notice being given by the purchaser during the life of this option of intention to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding 30 days, to allow examination of title and preparation of papers.

The vendor, before compliance by the purchaser, if required, agrees to establish the property lines and free the title to said property of all defects. All current taxes, water rents and all other legal assessments shall be prorated to date of completion of said sale.

Witness my hand and seal this 4th day of December, 1965.

Signed, Sealed and Delivered in the Presence of:

J. B. Rhodes

Cynthia B. Dantzler

(L. S.)

Rose L. Smoak (L. S.)

Rose L. Smoak

(L. S.)

State of South Carolina,
COUNTY OF COLLETON

Personally appeared before me J. B. Rhodes and made oath that he saw the above-named Rose L. Smoak sign, seal, and as her act and deed, deliver the above-written option for the uses and purposes therein mentioned, and that he with Cynthia B. Dantzler witnessed the execution thereof.

Sworn to before me this 4th day of December, 1965.

Notary Public of S. C.

Recorded 12/7/65 10 A. M.

BOOK 140

268

FORM 200
The B. L. Bryce Company, Columbia, S. C.

State of South Carolina,

COUNTY OF COLLETON

LAND OPTION

Know All Men by These Presents, That I, Thomas W. Smoak,

in consideration of Five and 00/100 ($5.00) -------- Dollars,

do hereby grant, bargain and sell unto Gerald C. Smoak, as attorney,

the right and option of purchasing at any time on or before the 4th day of December, 19 66,

at and for the price of Three Hundred ($300.00) Dollars per acre

payable in cash.

All that certain piece, parcel or lot of land, situate, lying and being in ~~the~~ Red Bank School District, Colleton County, South Carolina, containing twenty-five (25) acres, more or less, and being bounded as follows: north by lands of Lutitia Carter; east by lands of M. H. ~~Bailey; south by lands of W. M. Smoak; and west by County Road seperating said~~ tract of land from lands of W. M. Smoak.

And I the said Thomas W. Smoak

do hereby represent that I am the owner in fee of the said premises, and have a full and perfect right to grant and sell this option, and do covenant and agree that upon compliance by the said Gerald C. Smoak, as attorney,

heirs or assigns, with the terms of this option I will make, execute and deliver to Gerald C. Smoak, as attorney heirs or assigns, a good and sufficient deed conveying the above-described premises to them, or such of them as shall exercise this option and comply with the terms thereof, in fee simple, free of all encumbrances, with covenant of general warranty, and with all dowers regularly renounced.

Upon notice being given by the purchaser during the life of this option of intention to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding 30 days, to allow examination of title and preparation of papers.

The vendor, before compliance by the purchaser, if required, agrees to establish the property lines and free the title to said property of all defects. All current taxes, water rents and all other legal assessments shall be prorated to date of completion of said sale.

Witness my hand and seal this 4th day of December, 1965

Signed, Sealed and Delivered in the Presence of

J. B. Rhodes

Cynthia B. Dantzler

Thomas W. Smoak (L. S.)

Thomas W. Smoak (L. S.)

(L. S.)

State of South Carolina,

COUNTY OF COLLETON

Personally appeared before me J. B. Rhodes and made oath that he saw the above-named Thomas W. Smoak sign, seal, and as his act and deed, deliver the above-written option for the uses and purposes therein mentioned, and that he with Cynthia B. Dantzler witnessed the execution thereof.

Sworn to before me this 4th day of December, 1965.

J. B. Rhodes

Cynthia B. Dantzler

Notary Public of S. C.

Recorded 12/7/65 10 A. M.

BOOK 140

401
269

FORM 100
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

COUNTY OF COLLETON

LAND OPTION

Know All Men by These Presents, That I, W. M. Smoak,

in consideration of Five and 00/100 ($5.00) -------- Dollars,

do hereby grant, bargain and sell unto Gerald C. Smoak, as attorney,

the right and option of purchasing at any time on or before the 4th day of December, 1966,

at and for the price of Three Hundred ($300.00) Dollars per acre

payable in cash.

All that certain piece, parcel or lot of land, situate, lying and being in ~~the~~ Red Bank School District, Colleton County, South Carolina, containing forty-five (45) acres, more or less, and being bounded as follows: on the north by lands of D. H. Smoak; on the east by lands of W. E. Fender; on the south by lands of F. M. Smoak; and on the west by the Estate of W. W. Strickland.

And I the said W. M. Smoak

do hereby represent that I am the owner in fee of the said premises, and have a full and perfect right to grant and sell this option, and do covenant and agree that upon compliance by the said Gerald C. Smoak, as attorney,

heirs or assigns, with the terms of this option I will make, execute and deliver to Gerald C. Smoak, as attorney, heirs or assigns, a good and sufficient deed conveying the above-described premises to them, or such of them as shall exercise this option and comply with the terms thereof, in fee simple, free of all encumbrances, with covenant of general warranty, and with all dowers regularly renounced.

Upon notice being given by the purchaser during the life of this option of intention to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding 30 days, to allow examination of title and preparation of papers.

The vendor, before compliance by the purchaser, if required, agrees to establish the property lines and free the title to said property of all defects. All current taxes, water rents and all other legal assessments shall be prorated to date of completion of said sale.

Witness my hand and seal this 4th day of December, 1965

Signed, Sealed and Delivered in the Presence of:

J. B. Rhodes

Cynthia B. Dantzler

W. M. Smoak (L. S.)

(L. S.)

(L. S.)

State of South Carolina,

COUNTY OF COLLETON

Personally appeared before me J. B. Rhodes and made oath that he saw the above-named W. M. Smoak sign, seal, and as his act and deed, deliver the above-written option for the uses and purposes therein mentioned, and that he with Cynthia B. Dantzler witnessed the execution thereof.

Sworn to before me this 4th day of December, 1965.

Cynthia B. Dantzler

Notary Public, S. C.

Cynthia B. Dantzler Recorded 12/7/65 10 A. M.

BOOK 140

270

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE CANADY-DENMARK 115 KV LINE

ACCT. NO. W.O. 1190

CHECK NO. D-301 December 7, 1965

The undersigned hereby acknowledge receipt of timely payment of FIVE HUNDRED ------and no/100 ---------- Dollars, ($ 500.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 9, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:
C P Robertson
Shealy G Pondarvis

Joe T Crosby (SEAL)
Nell P Crosby (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me C. P. Robertson
and made oath that he saw the within named Joe T. Crosby and Nell P. Crosby
sign, seal as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pondarvis
in the presence of each other, witnessed the due execution thereof. C P Robertson

Sworn to before me this 7th day of December 1965
Shealy G Pondarvis
Notary Public for S.C.

STATE OF SOUTH CAROLINA
County of

Personally appeared before me
and made oath that saw the within named
sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19
(L. S.)

Notary Public For

12
12-9-65

Form RW-2-SC-3-60

271

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That We, Herman M. Tuten and Walter A. Tuten

Colleton County, in the State of South Carolina, hereinafter called the vendor for, and in consideration of the sum of Eighty-one Hundred Twentyfour and no/100 ($8124.00)—— DOLLARS, paid by Flack Jones Lumber Co., Inc.

of Colleton County, in the State of South Carolina, hereinafter called the vendee, the receipt whereof is hereby acknowledged, ha granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said vendee Flack Jones Lumber Co., Inc. measuring twelve (12) inches and larger in diameter all the merchantable pine timber and trees twelve inches above the average ground level and all hardwood timber measuring fourteen (14) inches and larger in diameter fourteen (14) inches above the average ground level.

ing lands, to-wit:

All that piece, parcel or tract of land, located in Fraser School District, Colleton County, South Carolina, measuring and containing one hundred fifty-five (155) acres, more or less, and being bounded as follows to wit: On the North by public road separating same from property of West Virginia Pulp and Paper Company, old bank and Blue Painted line, separating this area from other lands of grantors; East by Tram Road separating this area from other lands of grantors, by road leading to Tomb of General Hayne; South by Red Painted line separating this area from other lands of grantors and Power Line Right of Way, separating this area from other lands of grantors; On the West by old fence, being property line of grantors and Fire Break line, said line being designated with Blue Paint, said line separating this area from other lands owned by grantors.

For a more specific description of the area above described, reference may be had to timber sales map prepared by Boris Hurlbutt, Forester, same being hereto attached and becoming a part of this contract.

The above described acreage is a portion of that tract of land known and designated as the Hayne Hall place which contains approximately nine hundred (900) acres and being the tract of land which was conveyed to Herman M. Tuten and Walter A. Tuten by Henry M. Tuten, by deed dated January 7, 1963, recorded in the R. M. C. Office for Colleton County in Deed Book 131, at page 559.

For Plat see this book, Page 271-D.

Recorded 12-10-65 2 P M

DEEDS

BOOK 140

271

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That We, Herman M. Tuten and Walter A. Tuten,

Colleton County, in the State of South Carolina, hereinafter called the vendor for,

and in consideration of the sum of Eighty-one Hundred Twentyfour and no/100 ($8124.00)—— DOLLARS,

paid by Flack Jones Lumber Co., Inc.

of Colleton County, in the State of South Carolina, hereinafter called the vendee, the

receipt whereof is hereby acknowledged, ha granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said vendee Flack Jones Lumber Co., Inc.

all the pine timber measuring twelve (12) inches and larger in diameter twelve inches above the average ground level and all hardwood timber measuring fourteen (14) and larger in diameter fourteen (14) inches above the average ground level.

ing lands, to-wit:

All that piece, parcel or tract of land, located in Fraser School District, Colleton County, South Carolina, measuring and containing one hundred fifty-five (155) acres, more or less, and being bounded as follows to wit: On the North by public road separating same from property of West Virginia Pulp and Paper Company, old bank and Blue Painted line, separating this area from other lands of grantors; East by Tram Road separating this area from other lands of grantors, by road leading to Tomb of General Hayne; South by Red Painted line separating this area from other lands of grantors and Power Line Right of Way, separating this area from other lands of grantors; On the West by old fence, being property line of grantors and Fire Break line, said line being designated with Blue Paint, said line separating this area from other lands owned by grantors.

For a more specific description of the area above described, reference may be had to timber sales map prepared by Boris Hurlbutt, Forester, same being hereto attached and becoming a part of this contract.

The above described acreage is a portion of that tract of land known and designated as the Hayne Hall place which contains approximately nine hundred (900) acres and being the tract of land which was conveyed to Herman M. Tuten and Walter A. Tuten by Henry M. Tuten, by deed dated January 7, 1963, recorded in the R. M. C. Office for Colleton County in Deed Book 131, at page 559.

For Plat see this book, Page 271-D.

Recorded 12-10-65 2 P.M.

DEEDS

BOOK 140

271

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That We, Herman M. Tuten and Walter A. Tuten

Colleton County, in the State of South Carolina, hereinafter called the vendor for, and in consideration of the sum of Eighty-one Hundred Twentyfour and no/100 ($8124.00)— DOLLARS, paid by Flack Jones Lumber Co., Inc.

of Colleton County, in the State of South Carolina, hereinafter called the vendee, the receipt whereof is hereby acknowledged, ha granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said vendee Flack Jones Lumber Co., Inc.

all the standing pine timber and trees measuring twelve (12) inches and larger in diameter twelve inches above the average ground level and all hardwood timber measuring fourteen (14) inches from the ground, at the time of cutting, and also all the fallen timber, trees and logs on the following lands, to-wit: and larger in diameter fourteen (14) inches above the average ground level.

All that piece, parcel or tract of land, located in Fraser School District, Colleton County, South Carolina, measuring and containing one hundred fifty-five (155) acres, more or less, and being bounded as follows to wit: On the North by public road separating same from property of West Virginia Pulp and Paper Company, old bank and Blue Painted line, separating this area from other lands of grantors; East by Tram Road separating this area from other lands of grantors, by road leading to Tomb of General Hayne; South by Red Painted line separating this area from other lands of grantors and Power Line Right of Way, separating this area from other lands of grantors; On the West by old fence, being property line of grantors and Fire Break line, said line being designated with Blue Paint, said line separating this area from other lands owned by grantors.

For a more specific description of the area above described, reference may be had to timber sales map prepared by Boris Hurlbutt, Forester, same being hereto attached and becoming a part of this contract.

The above described acreage is a portion of that tract of land known and designated as the Hayne Hall place which contains approximately nine hundred (900) acres and being the tract of land which was conveyed to Herman M. Tuten and Walter A. Tuten by Henry M. Tuten, by deed dated January 7, 1963, recorded in the R. M. C. Office for Colleton County in Deed Book 131, at page 559.

For Plat see this book, Page 271-D.

Recorded 12-10-65
2 P.M.

And for the consideration aforesaid, the vendor s hereby also grant , bargain , sell and release to the said vendee its heirs, successors and assigns, all the rights, ways, privileges and easements, in, over and upon said land which may be useful, convenient or necessary in cutting or removing said timber and trees, or any other timber or trees whatsoever; together with the exclusive right to locate, build, construct, maintain and operate roads, tramroads, railroads, side tracks and spur tracks, steam-skidders, mills, buildings, structures and other machinery and fixtures, appliances and methods whether now in use or hereafter invented, for the cutting and removing of said timber as said vendee its heirs, successors and assigns, may see fit, on, over and across said land and contiguous land owned by the vendor , and to transport over said railroads, tramroads and roads any other timber, persons and articles of every kind and description; and also the right to cut, use and remove any timber and trees, fuel wood, undergrowth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, handling or removing the timber and trees aforesaid, or in exercising any of the rights granted hereunder—with the right at any time to remove any and all machinery and structures and other property by said vendee its heirs, successors or assigns, placed upon said premises.

TO HAVE AND TO HOLD, all and singular the said premises, timber, trees, and rights, ways, privileges and easements unto the said vendee its heirs, successors or assigns, as the case may be, for and during the term, time or period hereinafter specified for the cutting and removing of the said timber and trees.

AND said vendors do hereby bind themselves, their heirs, executors, administrators and successors to warrant and defend all and singular the said premises, timber, trees, rights, ways, privileges and easements unto the said vendee its heirs, successors or assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS HEREBY EXPRESSLY COVENANTED AND AGREED:

FIRST. That the said vendee its heirs, successors and assigns, for the consideration hereinbefore mentioned, shall have the full term of eighteen mos (18) years from the date hereof to cut and remove the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder; and

SECOND. That the said vendor , shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land, timber, trees and property rights; and that the said vendee its heirs, successors or assigns, may on default by the said vendor pay said taxes, and any and all amounts so paid shall be, and are hereby, made a lien on the land for the reimbursement thereof, with interest to said vendee , its heirs, successors or assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD: Vendee agrees to cut and remove allmerchantable timber prior to the expiration date of this convoyance.

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DEEDS

become the property of the said vendor s -- their ---------- heirs and assigns. ----------

FOURTH: To conduct all of its falling, cutting, scaling, hauling and other production operations in an orderly, husbandlike and careful manner.

FIFTH: To keep the fire lines, fields, ditches and the roads and lands of adjacent owners, in the area of operations free and clear of tops, laps and unused portion of trees, as well as keeping that area around Colonel Isaac Haynes tomb clear of all tops and debris.

SIXTH: The Vendee, his agents and employees, shall exercise every effort to prevent forest fires and will use his employees to help suppress fires that may occur on the land conferred herein during its operations. It is further agreed and understood that Vendee will be liable for damages resulting from fires caused by its negligence and/or negligence of its agents and employees.

SEVENTH: The Vendee shall indemnify and hold harmless Vendors and his forester against any claim or loss whatsoever caused by or arising from the operation of or its employees, agents, licensees, assignees, or visitors pursuant to this conveyance.

EIGHTH: In exercising the rights of ingress and egress hereinabove granted the Vendee shall make every reasonable effort to cooperate with the forester in matters concerning right of way, roads, and docking and loading sites, and the location of such rights of way, roads, trails, loading and docking facilities shall be subject to the reasonable approval of the Vendors or his forester.

WITNESS our hand and seal, this 9th day of December A. D. 1965

Signed, Sealed and Delivered In the Presence of

Marguerite S. Kinard

Osborne H. Rhodes

Herman M. Tuten (Seal)

AS TO (Seal)

Walter A. Tuten (Seal)

AS TO Walter A. Tuten

STATE OF SOUTH CAROLINA,
County of Colleton

PERSONALLY APPEARED before me Marguerite S. Kinard

and made oath that he was present and saw the above named Herman M. Tuten and Walter A. Tuten

sign, seal and deliver the foregoing deed of conveyance, and that he, with Osborne H. Rhodes

witnessed the execution thereof.

SWORN to before me, this 9th day of December A. D. 1965

Osborne H. Rhodes (Seal)
Notary Public for South Carolina

Marguerite S. Kinard

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Osborne H. Rhodes Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Marguerite W. Tuten the wife of the within named Herman M. Tuten did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Flack Jones Lumber Co Inc., its heirs, successors and assigns, all her interest and estate, and also her right and claim of dower, of, in, and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this 9th day of December A. D. 65

Osborne H. Rhodes (Seal)
Notary Public for South Carolina

Marguerite W. Tuten

Recorded 12-10-65
2 P.M.

SEE NEXT PAGE

And for the consideration aforesaid, the vendor @ hereby also grant ', bargain , sell and release to the said vendee its heirs, successors and assigns, all the rights, ways, privileges and easements, in, over and upon said land which may be useful, convenient or necessary in cutting or removing said timber and trees, or any other timber or trees whatsoever; together with the exclusive right to locate, build, construct, maintain and operate roads, tramroads, railroads, side tracks and spur tracks, steam-skidders, mills, buildings, structures and other machinery and fixtures, appliances and methods whether now in use or hereafter invented, for the cutting and removing of said timber as said vendee its heirs, successors and assigns, may see fit, on, over and across said land and contiguous land owned by the vendor , and to transport over said railroads, tramroads and roads any other timber, persons and articles of every kind and description; and also the right to cut, use and remove any timber and trees, fuel wood, undergrowth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, handling or removing the timber and trees aforesaid, or in exercising any of the rights granted hereunder—with the right at any time to remove any and all machinery and structures and other property by said vendee its heirs, successors or assigns, placed upon said premises.

TO HAVE AND TO HOLD all and singular the said premises, timber, trees, and rights, ways, privileges and easements unto the said vendee its heirs, successors or assigns, as the case may be, for and during the term, time or period hereinafter specified for the cutting and removing of the said timber and trees.

AND said vendor@ do hereby bind themselves, their heirs, executors, administrators and successors to warrant and defend all and singular the said premises, timber, trees, rights, ways, privileges and easements unto the said vendee its heirs, successors or assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS HEREBY EXPRESSLY COVENANTED AND AGREED:

FIRST. That the said vendee its heirs, successors and assigns, for the consideration hereinbefore mentioned, shall have the full term of eighteen mos (18) years from the date hereof to cut and remove, the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder; and

SECOND. That the said vendor , shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land, timber, trees and property rights; and that the said vendee its heirs, successors or assigns, may on default by the said vendor pay said taxes, and any and all amounts so paid shall be, and are hereby, made a lien on the land for the reimbursement thereof, with interest to said vendee its heirs, successors or assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD: Vendee agrees to cut and remove allmerchantable timber prior to the expiration date of this conveyance.

41C

become the property of the said vendor & their heirs and assigns.

FOURTH: To conduct all of its falling, cutting, peeling, hauling and other production operations in an orderly, husbandlike and careful manner.

FIFTH: To keep the fire lines, fields, ditches and the roads and lands of adjacent owners, in the area of operations free and clear of tops, laps and unused portion of trees, as well as keeping that area around Colonel Isaac Haynes tomb clear of all tops and debris.

SIXTH: The Vendee, his agents and employees, shall exercise every effort to prevent forest fires and will use his employees to help suppress fires that may occur on the land referred to herein during its operations. It is further agreed and understood that Vendee will be liable for damages resulting from fires caused by its negligence and/or negligence of its agents and employees.

SEVENTH: The Vendee shall indemnify and hold harmless Vendors and his forester against any claim or loss whatsoever caused by or arising from the operation of or its employees, agents, licensees, assignees, or visitors pursuant to this conveyance.

EIGHTH: In exercising the rights of ingress and egress hereinabove granted the Vendee shall make every reasonable effort to cooperate with the forester in matters concerning right of way, roads, and docking and loading sites, and the location of such rights of way, roads, trails, loading and docking facilities shall be subject to the reasonable approval of the Vendors or his forester.

WITNESS our hand and seal this 9th day of December A. D. 1965

Signed, Sealed and Delivered in the Presence of

Marguerite S. Kinard

Osborne H. Rhodes

Herman M. Tuten (Seal)

Herman M. Tuten

AS TO (Seal)

AGENT Walter A. Tuten (Seal)

Walter A. Tuten

STATE OF SOUTH CAROLINA,
County of Colleton

PERSONALLY APPEARED before me Marguerite S. Kinard

and made oath that he was present and saw the above named Herman M. Tuten and Walter A. Tuten sign, seal and deliver the foregoing deed of conveyance, and that he, with Osborne H. Rhodes witnessed the execution thereof.

SWORN to before me, this 9th day of December A. D. 1965

Marguerite S. Kinard

Osborne H. Rhodes (Seal)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Osborne H. Rhodes Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Marguerite W. Tuten the wife of the within named Herman M. Tuten did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Flack Jones Lumber Co Inc., its heirs, successors and assigns, all her interest and estate, and also her right and claim of dower, of, in, and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this 9th day of December A. D. 65

Osborne H. Rhodes (Seal)
Notary Public for South Carolina

Marguerite W. Tuten

Recorded 12-10-65
2 P.M.

SEE NEXT PAGE

And for the consideration aforesaid, the vendor s hereby also grant , bargain , sell and release to the said vendee its heirs, successors and assigns, all the rights, ways, privileges and easements, in, over and upon said land which may be useful, convenient or necessary in cutting or removing said timber and trees, or any other timber or trees whatsoever; together with the exclusive right to locate, build, construct, maintain and operate roads, tramroads, railroads, side tracks and spur tracks, steam-skidders, mills, buildings, structures and other machinery and fixtures, appliances and methods whether now in use or hereafter invented, for the cutting and removing of said timber as said vendee its heirs, successors and assigns, may see fit, on, over and across said land and contiguous land owned by the vendor , and to transport over said railroads, tramroads and roads any other timber, persons and articles of every kind and description; and also the right to cut, use and remove any timber and trees, fuel wood, undergrowth, brush or earth, the cutting, using or removal of which may be useful, convenient or necessary in the cutting, handling or removing the timber and trees aforesaid, or in exercising any of the rights granted hereunder—with the right at any time to remove any and all machinery and structures and other property by said vendee its heirs, successors or assigns, placed upon said premises.

TO HAVE AND TO HOLD, all and singular the said premises, timber, trees, and rights, ways, privileges and easements unto the said vendee its heirs, successors or assigns, as the case may be, for and during the term, time or period hereinafter specified for the cutting and removing of the said timber and trees.

AND said vendors do hereby bind themselves, their heirs, executors, administrators and successors to warrant and defend all and singular the said premises, timber, trees, rights, ways, privileges and easements unto the said vendee its heirs, successors or assigns, against the claims and demands of all persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS HEREBY EXPRESSLY COVENANTED AND AGREED:

FIRST. That the said vendee its heirs, successors and assigns, for the consideration hereinbefore mentioned, shall have the full term of eighteen mos (18) years from the date hereof to cut and remove, the said timber and trees from the said land, and to exercise, use and enjoy all the rights, ways, privileges and easements granted hereunder; and

SECOND. That the said vendor , shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land, timber, trees and property rights; and that the said vendee its heirs, successors or assigns, may on default by the said vendor pay said taxes, and any and all amounts so paid shall be, and are hereby, made a lien on the land for the reimbursement thereof, with interest to said vendee its heirs, successors or assigns, in like manner as if the same were secured by a mortgage duly executed.

THIRD: Vendee agrees to cut and remove allmerchantable timber prior to the expiration date of this conveyance.

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DEEDS

become the property of the said vendor S their heirs and assigns.

FOURTH: To conduct all of its falling, cutting, peeling, hauling and other production operations in an orderly, husbandlike and careful manner.

FIFTH: To keep the fire lines, fields, ditches and the roads and lands of adjacent owners, in the area of operations free and clear of tops, laps and unused portion of trees, as well as keeping that area around Colonel IsaacHaynes tomb clear of all taps and debris.

SIXTH: The Vendee, his agents and employees, shall exercise every effort to prevent forest fires and will use his employees to help suppress fires that may occur on the land referred to herein during its operations. It is further agreed and understood that Vendee will be liable for damages resulting from fires caused by its negligence and/or negligence of its agents and employees.

SEVENTH: The Vendee shall indemnify and hold harmless Vendors and his forester against any claim or loss whatsoever caused by or arising from the operation of or its employees, agents, licensees, assignees, or visitors pursuant to this conveyance.

EIGHTH: In exercising the rights of ingress and egress hereinabove granted the Vendee shall make every reasonable effort to cooperate with the forester in matters concerning right of way, roads, and docking and loading sites, and the location of such rights of way, roads, trails, loading and docking facilities shall be subject to the reasonable approval of the Vendors or his forester.

WITNESS our hand and seal, this 9th day of December A. D. 1965

Signed, Sealed and Delivered in the Presence of

Marguerite S. Kinard
Osborne H. Rhodes

Herman M. Tuten (Seal)
Herman M. Tuten

(Seal)

Walter A. Tuten (Seal)
Walter A. Tuten

AS TO ALL

STATE OF SOUTH CAROLINA,
County of Colleton

PERSONALLY APPEARED before me Marguerite S. Kinard

and made oath that he was present and saw the above named Herman M. Tuten and Walter A. Tuten

sign, seal and deliver the foregoing deed of conveyance, and that he, with Osborne H. Rhodes witnessed the execution thereof.

SWORN to before me, this 9th day of December A. D. 1965

Osborne H. Rhodes (Seal)
Notary Public for South Carolina

Marguerite S. Kinard

STATE OF SOUTH CAROLINA,
County of Colleton

RENUNCIATION OF DOWER

I, Osborne H. Rhodes Notary Public for S. C., do hereby certify unto all whom it may concern, that Mrs. Marguerite W. Tuten the wife of the within named Herman M. Tuten did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Flack Jones Lumber Co Inc., its heirs, successors and assigns, all her interest and estate, and also her right and claim of dower, of, in, and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal, this 9th day of December A. D. 65

Osborne H. Rhodes (Seal)
Notary Public for South Carolina

Marguerite W. Tuten

Recorded 12-10-65
2 P.M.

SEE NEXT PAGE

DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

RELUNCIATION OF DOWER

I, Joan Claire Englehard, Notary Public of South Carolina, do hereby certify unto all whom it may concern that Mrs. Elizabeth D. Tuten, the wife of the within named Walter A. Tuten, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Flack Jones Lumber Co., Inc., its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in and to all and singular the premisses within mentioned and released.

Sworn to before me this 9th day of December, 1965.

Elizabeth D. Tuten

Joan Claire Englehard (L.S.)
NOTARY PUBLIC OF SOUTH CAROLINA

The State of South Carolina,
COUNTY OF Colleton

Herman M. Tuten and Walter A. Tuten FROM

Flack Jones Lumber Co., Inc. TO

TIMBER DEED

Filed day of A. D. 19

and recorded in Book Page

Fee, $

R. M. C. or Clerk Court C. P. & G. S. County, S. C.

D166

271D

NINTH: The Vendors shall have the right themselves, or through their designated forester, to inspect the operations of the Vendee incident to the cutting and removal of the timber and trees herein conveyed to Vendee, such forester acting for and on behalf of the Vendors will be Bewis Hurlbutt of Walterboro, S. C. or such other forester as the Vendors may elect to appoint and designate.

TENTH: Vendors hereby grant unto the Vendee the right to use dirt for the repair of roads on the above described tract of land, provided however Vendee shall not sue any dirt from the pastures or cultivated fields on vendors property.

ELEVENTH: Vendee hereby agrees to cancel this cutting contractwhen the cutting operation has been completed.

TWELFTH: Vendee hereby agrees to inform Doris Hurlbutt, Forester, each time the cutting operation commences on ths property.

THIRTEENTH: Vendee agrees to repair at his expense any damage caused by his operation to gates, fences, and culverts located on said property.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

RENUNCIATION OF DOWER

I, Jean Claire English, Notary Public of South Carolina, do hereby certify unto all whom it may concern that Mrs. Elizabeth D. Tuten, the wife of the within named Walter A. Tuten, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Flack Jones Lumber Co., Inc., its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in and to all and singular the premisses within mentioned and released.

Sworn to before me this 9th day of December, 1965.

Elizabeth D. Tuten
Elizabeth D.

Jean Claire English (L.S.)
NOTARY PUBLIC OF SOUTH CAROLINA

The State of South Carolina,
COUNTY OF Colleton

Herman H. Tuten and Walter A. Tuten
FROM

Flack Jones Lumber Co., Inc.
TO

TIMBER DEED

Filed day
of A. D. 19
and recorded in Book Page
Fee, $
R. M. C. or Clerk Court C. P. & G. S.
County, S. C.

D166

NINTH: The Vendors shall have the right themselves, or through their designated forester, to inspect the operations of the Vendee incident to the cutting and removal of the timber and trees herein conveyed to Vendee, such forester acting for and on behalf of the Vendors will be Boris Hurlbutt of Walterboro, S. C. or such other forester as the Vendors may elect to appoint and designate.

TENTH: Vendors hereby grant unto the Vendee the right to use dirt for the repair of roads on the above described tract of land, provided however Vendee shall not sue any dirt from the pastures or cultivated fields on vendors property.

ELEVENTH: Vendee hereby agrees to cancel this cutting contractwhen the cutting operation has been completed.

TWELFTH: Vendee hereby agrees to inform Doris Hurlbutt, Forester, each time the cutting operation commences on the property.

THIRTEENTH: Vendee agrees to repair at his expense any damage caused by his operation to gates, fences, and culverts located on said property.

DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

RENUNCIATION OF DOWER

I, Jean Claire English, Notary Public of South Carolina, do hereby certify unto all whom it may concern that Mrs. Elizabeth D. Tuten, the wife of the within named Walter A. Tuten, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Flack Jones Lumber Co., Inc., its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in and to all and singular the premisses within mentioned and released.

Sworn to before me this 9th day of December, 1965.

Elizabeth D. Tuten
Elizabeth D.

Jean Claire English (L.S.)
NOTARY PUBLIC OF SOUTH CAROLINA

The State of South Carolina,
COUNTY OF Colleton

Herman M. Tuten and Walter A. Tuten
FROM
Flack Jones Lumber Co., Inc.
TO

TIMBER DEED

Filed day
of A. D. 19
and recorded in Book Page
Fee, $
R. M. C. or Clerk Court C. P. & G. S.
County, S. C.

D166

2710

NINTH: The Vendors shall have the right themselves, or through their designated forester, to inspect the operations of the Vendee incident to the cutting and removal of the timber and trees herein conveyed to Vendee, such forester acting for and on behalf of the Vendors will be Bowis Hurlbutt of Walterboro, S. C. or such other forester as the Vendors may elect to appoint and designate.

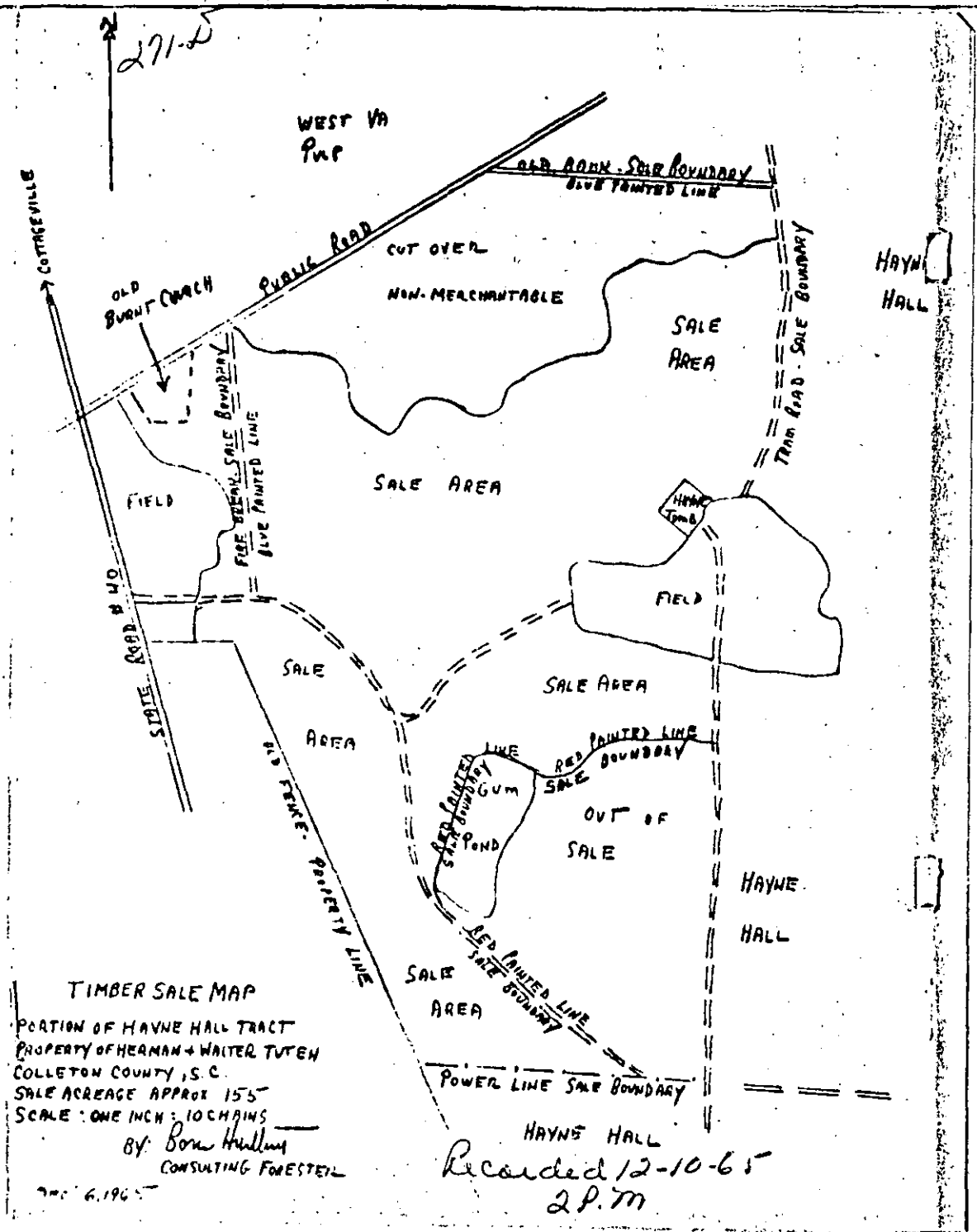
TENTH: Vendors hereby grant unto the Vendee the right to use dirt for the repair of roads on the above described tract of land, provided however Vendee shall not sue any dirt from the pastures or cultivated fields on vendors property.

ELEVENTH: Vendee hereby agrees to cancel this cutting contractwhen the cutting operation has been completed.

TWELFTH: Vendee hereby agrees to inform Boris Hurlbutt, Forester, each time the cutting operation commences on ths property.

THIRTEENTH: Vendee agrees to repair at his expense any damage caused by his operation to gates, fences, and culverts located on said property.

271-D



TIMBER SALE MAP

PORTION OF HAYNE HALL TRACT
PROPERTY OF HERMAN & WALTER TUTEN
COLLETON COUNTY, S.C.
SALE ACREAGE APPROX 155
SCALE: ONE INCH = 10 CHAINS

BY: Bow Hutting
CONSULTING FORESTER

DEC 6, 1965

Recorded 12-10-65
2 P.M

BOOK 140

272

State of South Carolina,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS that I (We) C. G. GRUBER

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of ONE HUNDRED (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON, State of South Carolina, bounded as follows:

Northerly by lands of LULA HAYNES.

Easterly by lands of KLINE FRANCIS.

Southerly by lands of T.E. SANDERS.

Westerly by lands of T.E. SANDERS.

A tract of land containing 69 acres more or less and being the same land conveyed to Grantor by GILBERT H. GRUBER.

Right of way enters Grantor land from the lands of T.E. SANDERS thence extending across Grantor land in a southeasterly direction on to lands of KLINE FRANCIS. Center line of the right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Elec. & Gas Company.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of TWO HUNDRED AND NO/100 Dollars ($200.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 24th day of November, 1965

C. G. Gruber (SEAL)

C. G. Gruber (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

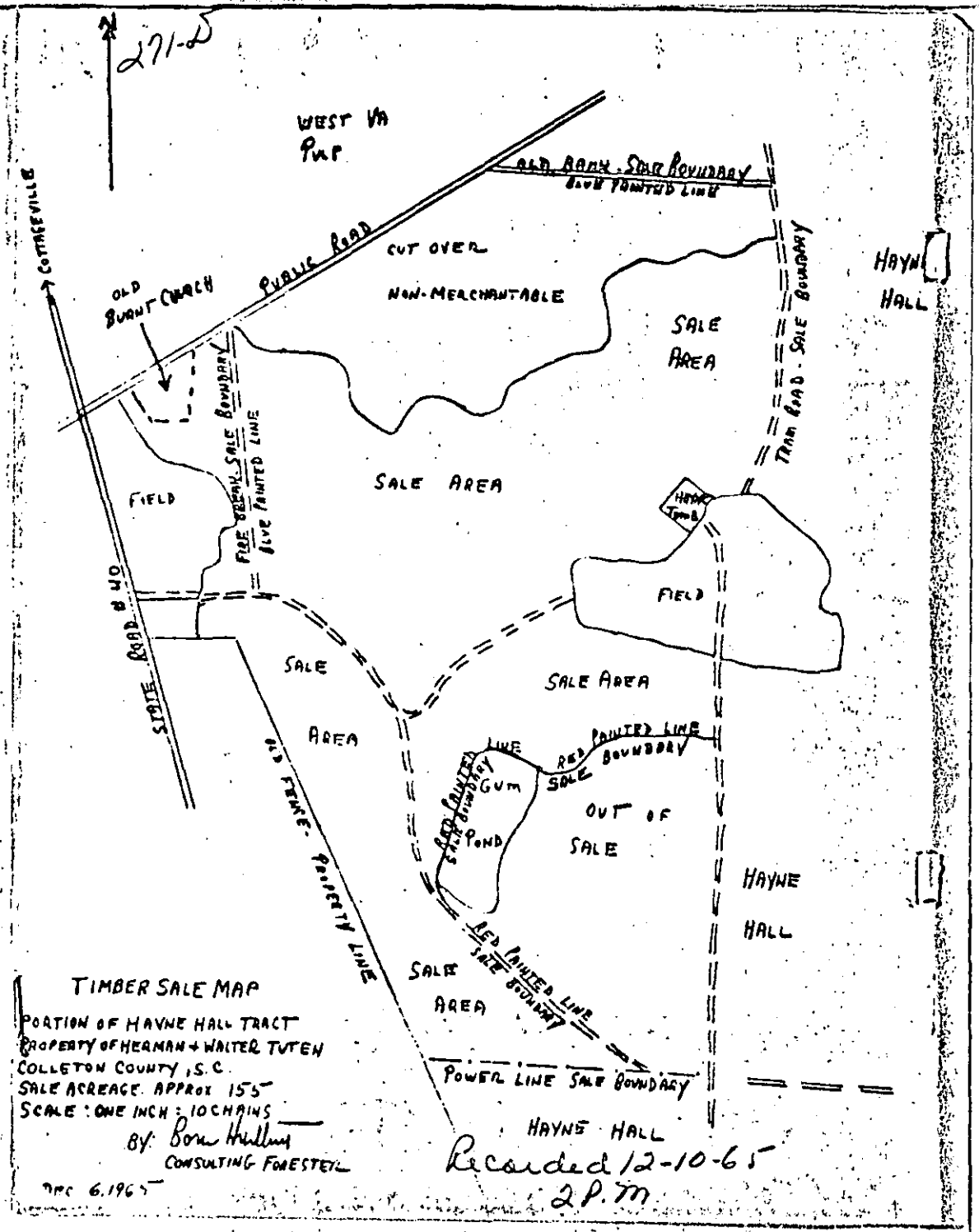
WITNESS:

Recorded 12/16/65 12 A. M.

Form RW-1-SC-6-62

DEEDS

271-D



TIMBER SALE MAP

PORTION OF HAYNE HALL TRACT
PROPERTY OF HERMAN + WALTER TUTEN
COLLETON COUNTY, S.C.
SALE ACREAGE APPROX 155
SCALE: ONE INCH = 10 CHAINS

BY: Bon Hutto
CONSULTING FORESTER

DEC 6, 1965

Recorded 12-10-65
2 P.M

BOOK 140

272

State of South Carolina,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS that I (We) C. G. GRUBER

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of ONE HUNDRED (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON State of South Carolina, bounded as follows:

Northerly by lands of LULA HAYNES.

Easterly by lands of KLINE FRANCIS.

Southerly by lands of T.E. SANDERS.

Westerly by lands of T.E. SANDERS.

A tract of land containing 69 acres more or less and being the same land conveyed to Grantor by GILBERT H. GRUBER.

Right of way enters Grantor land from the lands of T.E. SANDERS thence extending across Grantor land in a southeasterly direction on to lands of KLINE FRANCIS. Center line of the right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Elec. & Gas Company.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of TWO HUNDRED AND 00/100 Dollars ($200.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 24th day of November, 1965

C. G. Gruber (SEAL)

C. G. Gruber (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Recorded 12/16/65 12 A. M.

Form RW-1-SCI-6-62

273

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me H. D. Wessinger and made oath that he saw the within named C. G. Gruber sign, seal and as his act and deed deliver the within right of way grant for the used and purposes therein mentioned and that he with James Ancrum in the presence of each other witnessed the execution thereof.

Sworn to before me this 24th day of November 1965.

H. D. Wessinger

Shealy G. Pendarvis
Notary Public for South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Heyward D. Wessinger, do hereby certify unto all whom it may concern that Mrs. Nita Gruber, the wife of the withinnamed C. G. Gruber, did this day appear before me, and upon being privately and separately examined by me did declare that she does freely, voluntarialy and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto thewit South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mrs. Nita Gruber

Given under my hand and seal this 24th day of November 1965.

H. D. Wessinger
Notary Public for South Carolina

Recorded 12/16/65 12 A. M.

BOOK 140

274 275

State of South Carolina,
County of COLLETON } ss

KNOW ALL MEN BY THESE PRESENTS that I (We) R. YATES REEVES

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of ONE HUNDRED (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON, State of South Carolina, bounded as follows:

Northerly by lands of WILLIAM J REEVES

Easterly by lands of EDISTO RIVER

Southerly by lands of LIGHTSEY BROTHERS; WILLIS BRIDGE

Westerly by lands of PERRY ACKERMAN

A tract of land containing 869 acres more or less and being the same land conveyed to Grantor by ROSS W. REEVES AND LORA T. REEVES

Right of way enters Grantor land from lands of PERRY ACKERMAN thence extending across Grantor land in a southeasterly direction on to lands of Edisto River + Wilson Canal. Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of NINETEEN HUNDRED THIRTY FIVE Dollars ($1935.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 8th day of December, 1965.

R. Yates Reeves (SEAL)
R. Yates Reeves (SEAL)
(SEAL)
(SEAL)

WITNESS:
M. J. Corley
[signature]

Recorded 12/16/65 12 A. M. (SEAL)
(SEAL)
(SEAL)

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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me H. D. Wessinger and made oath that he saw the within named R. Yates Reeves sign, seal and as his act and deed deliver the within right of way grant for the used and purposes therein mentioned and that he with M. E. Corley in the presence of each other witnessed the execution thereof.

Sworn to before me this 8th day of December 1965. H. D. Wessinger

Shealy G. Pendarvis
Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON RENUNCIATION OF DOWER

I, H. D. Wessigger , do hereby certify tnto all whom it may concern that Mrs. Epsie Dell A. Reeves , the wife of the withinnamed R. Yates Reeves , did this day appear before me, and upon being privately and separately examined by me did declare that she does freely, voluntarialy and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto thewith South Carolina Electric and Gas Company, its heirs and assigns, all her interest znd estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Epsie Dell A. Reeves

Given under my hand and seal this 8th day of December 1965.

H. D. Wessinger
Notary Public for South Carolina

Recorded 12/16/65 12 A. M.

BOOK 140

276

State of South Carolina,

County of COLLETON

KNOW ALL MEN BY THESE PRESENTS that I (We) M.W. BAZZLE

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of ONE HUNDRED (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of COLLETON, State of South Carolina, bounded as follows:

Northerly by lands of WEST VIRGINIA PULP & PAPER COMPANY

Easterly by lands of WEST VIRGINIA PULP & PAPER COMPANY

Southerly by lands of Todd Row.

Westerly by lands of U.S. LAND & TIMBER COMPANY

A tract of land containing 133 acres more or less and being the same land conveyed to Grantor by CARL R. BAZZLE.

Right of way enters Grantor land from the lands of U.S. Land & Timber Co. thence extending across Grantor land in a southeasterly direction on to lands of West Virginia Pulp & Paper Co. center line of right of way being more fully shown on Dwg. No. CP-10710 of the SCE&G Co.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Seven Hundred Fifteen & 00/100 Dollars ($ 715.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 1st day of December 1965.

M.W. Bazzle (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Mrs. M.W. Bazzle

H.D. Essinger

Recorded 12/16/65 12 A. M.

Form SW-1-SC-6-62

271

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me H. D. Bessinger and made oath that he saw the within named M. W. Bazzle sign, seal and as his act and deed deliver the within right of way grant for the used and purposes therein mentioned and that he with Mrs. M. W. Bazzle in the presence of each other witnessed the execution thereof.

Sworn to before me this 1st day of December 1965. H. D. Wessinger

Shealy G. Pendarvis
Notary Public for South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Heyward D. Wessinger, do hereby certify unto all whom it may concern that Mrs. Hazel C. Bazzle, the wife of the withinnamed M. W. Bazzle, did this day appear before me, and upon being privately and separately examined by me did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto thewith South Carolina Electric and Gas Company, its heirs and assigns, all her interest and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mrs. Hazel C. Bazzle

Given under my hand and seal this 1st day of December 1965.

H. D. Wessinger
Notary Public for South Carolina

Recorded 12/16/65 12 A. M.

BOOK 140

278

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) ROBERT L. ADDISON

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of ONE HUNDRED (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of M. L. MUCKENFUSS

Easterly by lands of EVA A. DuRANT

Southerly by lands of H. R. ACKERMAN

Westerly by lands of A. A. RHODE

A tract of land containing 11.5 acres more or less and being the same land conveyed to Grantor by E. L. ADDISON AND EVA A. DuRANT.

Right of way enters Grantor land from the lands of A. A. RHODE thence extending across Grantor land in a southeasterly direction on to lands of EVA A. DuRANT. Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Twelve Hundred Ninety and no/100 Dollars ($1290.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 23rd day of November 1965.

WITNESS:
William D. Addison
William D. Addison
W. D. Wessinger
W. D. Wessinger

Robert L. Addison (SEAL)
Robert L. Addison
(SEAL)
(SEAL)
(SEAL)

Recorded 12/16/65 12 A. M. (SEAL)

(SEAL)
(SEAL)

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STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me H. D. Wessinger and made oath that he saw the within named Robert L. Addison sign, seal and as his act and deed deliver the within right of way grant for the used and purposes therein mentioned and that he with Vivian G. Addison in the presence of each other witnessed the execution thereof.

Sworn to before me this 23 day of November 1965.

Shealy G. Pendarvis
Notary Public for South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON RENUNCIATION OF DOWER

I, H. D. Wessinger , do hereby certify unto all whom it may concern that Mrs. Vivian G. Addison , the wife of the withinnamed Robert L. Addison , did this day appear before me, and upon being privately and separately examined by me did declare that she does freely, voluntarialy and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto thewithin South Carolina Electric and Gas Company, its heirs and assigns, all her interest znd estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Vivian G. Addison

Given under my hand and seal this 23rd day of November 1965.

H. D. Wessinger
Notary Public for South Carolina

Recorded 12/16/65 12 A. M.

BOOK 140

280
280

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) T.E. Sanders

a county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of J.M. Westbury and C.G. Gruber

Easterly by lands of J.B. Kinsey

Southerly by lands of Louise Hiott, Charlie Chisolm

Westerly by lands of S.CHighway # 21

A tract of Land containing 289 acres more or less and being the same lands conveyed to Grantor by Heirs of Willie and Alex and Emma Sanders, and M.H. Hiott. Right of way enters Grantor land from lands of J. M. Westbury thence extending across grantor land in a southeasterly direction on to lands of C. G. Gruber, thence entering Grantor land once again from lands of Kline Francis and extending in a southeastern direction across Grantor land to lands of J. B. Kinsey. Center line of right of way being more fully shown on dwg. No. CP-10710 made by the South Carolina Electric and Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth as not it will not interfere with the ordinary cultivation of said land, with valves, tleovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Saven Hundred Ten and No/100 ********** Dollars ($ 710.00) within 1year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 19 th day of November, 1965.

T.E. Sanders (SEAL)

T.E. Sanders (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:
Claudia Kemp
Claudia Kemp
H.D. Wessinger

recorded 12/16/65 12 A. M.

SW-1-SC 6-62

281

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me H. D. Wessinger

and made oath that he saw the within named T. E. Sanders sign, seal and as his act and Deed, deliver the within written instrument and that he with Claudia Kemp witnessed the execution thereof

Sworn to before me this 19th day of November A.D. 1965 H. D. Wessinger

Shealy G. Pendarvis (L.S.)
Notary Public for S. C.

STATE OFSOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Heyward D. Wessinger, do hereby certify unto all whom it may concern that Mrs. Fannie Sanders, the wife of the within named T. E. Sanders, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns all her interests and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Fannie Sanders

Given under my hand and seal this 19th day of November 1965

H. D. Wessinger
Notary Public for South Carolina

recorded 12/16/65 12 A. M.

BOOK 140

282

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Adrian A. Rhode

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of L. B Redmon

Easterly by lands of Robert L. Adison

Southerly by lands of L.B. Ackerman

Westerly by lands of Dorthy J. Kenaphux

A tract of land containing 50 acres more or less and being the same land conveyed to Grantor by W.B. Rhode

Right of way enters Grantor land from lands of Dorthy J. Kenaphux thence extending across Grantor land in a southeasterly direction on to lands of Robert L. Adinson - Center line of right of way being more fully shown on Dwg. No. CP-10710 of the SCE&G Co.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tleovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Five Hundred Fifty and No/100 ********** Dollars ($550.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 23 day of November, 19 65.

/ Adrian A. Rhode (SEAL)
Adrian A. Rhode (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
/ Hattie S. Rhode
/ [illegible]

Recorded 12/16/65 12 A. M.

Form RW-1-60-6-62

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me H. D. Wessinger

and made oath that he saw the within named Adrian A. Rhode sign, seal and as his act and Deed, deliver the within written instrument and that he with Hattie S. Rhode witnessed the execution thereof

sworn to before me this 23 day of November A.D. 1965 H. D. Wessinger

Sheily G. Pendarvis (L.S.)
Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Heyward D. Wessinger, do hereby certify unto all whom it may concern that Mrs. Hattie S. Rhode, the wife of the within named Adrian A. Rhode, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns all her interests and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Hattie S. Rhode

Given under my hand and seal this 23rd day of November 1965

H. D. Wessinger
Notary Public for South Carolina

recorded 12/16/65 12 A. M.

BOOK 140

284

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State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Clifton Mucken Sr

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of ONE Hundred (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Jessie C Dandridge

Easterly by lands of OSCAR FISHER

Southerly by lands of Jessie C Dandridge

Westerly by lands of Jessie C Dandridge, John Rowe, Eva DuRant

A tract of land containing 29 acres more or less and being the same land conveyed to Grantor by ESTATE of L. M. Rhode

Right of way enters Grantor land from the lands of EVA A. DuRant thence extending across Grantor land in a southeasterly direction on to lands of OSCAR FISHER Center line of the right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Elec. & Gas Co.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Three HUNDRED and no/100 Dollars ($300.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 1st day of December, 1965.

/s/ Clifton Mucken Sr (SEAL)

WITNESS:

Jodie Mucken Jr

V Whitmire

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 12/16/65 12 A. M.

Form SW-1-80-6-62

DEEDS

285

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me H. D. Wessinger

and made oath that he saw the within named Clifton Muckenfuss sign, seal and as his act and Deed, deliver the within written instrument and that he with India Muckenfuss witnessed the execution thereof

Sworn to before me this
1st day of Dec. A.D. 19 65 H. D. Wessinger (L.S.)

Shealy G. Pendarvis (L.S.)
Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Heyward D. Wessinger, do hereby certify unto all whom it may concern that Mrs. India Muckenfuss, the wife of the within named Clifton Muckenfuss, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns all her interests and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

India Muckenfuss

Given under my hand and seal this 1st day of Dec. 1965

H. D. Wessinger
Notary Public for South Carolina

Recorded 12/16/65 12 A. M.

BOOK 140

286

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Horace L. Rhode

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of J. B. Kinsey

Easterly by lands of Dorothy J. Kanapaux

Southerly by lands of Estate of C. C. Hiott

Westerly by lands of Helen P. Rhode

A tract of land containing 530 acres more or less and being the same land conveyed to Grantor by L. A. Walker. Right of way enters Grantor land from lands of Helen P. Rhode thence extending across Grantor land in a southeasterly direction on to lands of Dorothy J. Kanapaux. Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Four Hundred and No/100----------Dollars ($400.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 3rd day of December, 1965.

Horace L. Rhode (SEAL)
Horace L. Rhode

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Recorded 12/16/65 12 p. M.

Form SW-1-80-6-62

287

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

personally appeared before me H. D. Wessinger

and made oath that he saw the within named Horace L. Rhode sign, seal and as his act and Deed, deliver the within written instrument and that he with Helen P. Rhode witnessed the execution thereof

Sworn to before me this
3rd day of Dec. A.D. 1965 H. D. Wessinger
Shealy G. Pendarvis (L.S.)
Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, H. D. Wessinger, do hereby certify unto all whom it may concern that Mrs. Helen P. Rhode, the wife of the within named Horace L. Rhode, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also all her right and claim of dower of, in or toall and singular the premises within mentioned and released.

Helen P. Rhode

Given under my hand and seal this 3rd day of December 1965.

H. D. Wessinger, Notary Public for South Carolina

recorded 12/16/65 12 A. M.

BOOK 140

288

State of South Carolina,
County of COLLETON

KNOW ALL MEN BY THESE PRESENTS that I (We) Oscar Fisher

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One Hundred (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Johnnie Addison

Easterly by lands of Jessie C. Dandridge

Southerly by lands of Clifton Muckenfuss and Rodger Cattle and Dandridge

Westerly by lands of Clifton Muckenfuss

A tract of land containing 65 acres more or less and being the same land conveyed to Grantor by R.L.Danderidge

Right of way enters Grantor land from lands of Clifton Muckenfuss thence extending across Grantor land in a southeasterly direction on to lands of Jessie C.Dandridge Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Elec. & Gas Company.

[illegible] with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

✓PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

✓Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of [illegible] Dollars ($850.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 2nd day of December, 1965.

Oscar Fisher
Oscar B. Fisher (SEAL)
Oscar B. Fisher (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
[illegible] Muckenfuss
[illegible]

Recorded ~~12/16/65 12 A. M.~~

484

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me H. D. Wessinger

and made oath that he saw the within named

Oscar Fisher sign, seal and as his

act and Deed, deliver the within written instrument and that he with

Rube Muckenfuss witnessed the execution thereof

Sworn to before me this

2nd day of Dec. A.D. 1965 H. D. Wessinger

Shealy G. Pondarvis (L.S.)

Notary Public for S. C.

BOOK 140

290

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Jessie C. Dandridge

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Oscar Fisher

Easterly by lands of U.S. Land and Timber Company Inc.

Southerly by lands of Clifton Muckenfuss

Westerly by lands of Oscar Fisher

A tract of land containing 66 acres more or less and being the same land conveyed to Grantor by Johnnie W. Dandridge and Luther W. Dandridge

Right of way enters Grantor land from the lands of Oscar Fisher,

thence extending across Grantor land in a southeasterly direction on to lands of U.S. Land and Timber Co. Inc. Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

er with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or ibution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, munication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the ght to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Two Hundred Sixty and no/100 Dollars ($260.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 24th day of November, 19 65

Jessie C. Dandridge (SEAL)

Jessie C. Dandridge (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Recorded 12/16/65 12 A. M.

Form RW-140-6-62

291

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me H. D. Wessinger

and made oath that he saw the within named Jessie C. Dandridge sign, seal and as his act and Deed, deliver the within written instrument and that he with L. W. Dandridge witnessed the execution thereof

Sworn to before me this 24th day of Nov. A.D. 1965 H. D. Wessinger (L.S.)

Shealy G. Pendarvis (L.S.)
Notary Public for S C

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

I, Heyward D. Wessinger, do hereby certify unto all whom it may concern that Mrs. Letitia Dandridge, the wife of the within named Jessie C. Dandridge, did this day appear before me, and upon being privately and separately examined by me, did delare that she does freely, foluntarily and without any compulsion, dread or fear of any person or persons whomsoever renounce, release and forever relinquish unto the withinnamed South Carolina Electric and Gas Company, its heirs and assigns all her interests and estate, and also her right and claim of dower of, in or to all and singular thepremises within mentioned and released.

Letitia Dandridge

Given under my hand and seal this 24th day of November 1965.

H. D. Wessinger, Notary Public for South Carolina

Recorded 12/16/65

BOOK 140

29.21

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Eva A. DuRant

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Other lands of Grantor.

Easterly by lands of Letitia Dandridge and Clifton Muckenfuss.

Southerly by lands of Clifton Muckenfuss.

Westerly by lands of Robert L. Addison

A tract of land containing 65 acres more or less and being the same land conveyed to Grantor by E.L. Addison and C.W. Jacques.

Right of way enters Grantor land from lands of Robert L. Addison thence extending across Grantor land in a southeasterly direction on to lands of Clifton Muckenfuss. Center line of the right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tleovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One Thousand Eighty and No/100 Dollars ($1080.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 24th day of November, 19 65

Eva A. DuRant. (SEAL)

WITNESS:
Dessie Dandridge
[illegible]

(SEAL)
(SEAL)
(SEAL)
(SEAL)

recorded 12/16/65 12 A. M. (SEAL)

(SEAL)

Form RW-1 (C-6-62)

9B 293

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me H. D. Wessinger

and made oath that he saw the within named Eva A. DuRant sign, seal and as her act and Deed, deliver the within written instrument and that he with Jesse Dandridge witnessed the execution thereof

Sworn to before me this 24th day of Nov. A.D. 19 65

H. D. Wessinger

Shealy G. Pendarvis (L.S.)
Notary Public for S. C

BOOK 140

294

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Helen P. Rhode

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Horace L. Rhodde

Easterly by lands of Horace L. Rhode

Southerly by lands of Robinson; Redmond

Westerly by lands of JB. Kinsey

A tract of land containing 313 acres more or less and being the same land conveyed to Grantor by O.C. Carter

Right of way enters Grantor land from lands of J.B. Kinsey thence extending across Grantor land in a southeasterly direction on to lands of Horace L. Rhode Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Eight Hundred and no/100 Dollars ($800.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 31 day of December, 1965.

Helen P. Rhode (SEAL)
Helen P. Rhode

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Recorded 12/16/65 12 A. M.

Form RW-1 (SC)-6-63

295
295

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me H. D. Wessinger

and made oath that he saw the within named Helen P. Rhode sign, seal and as her act and Deed, deliver the within written instrument and that he with Annie P. Youmans witnessed the execution thereof.

Sworn to before me this
3rd day of Dec A.D. 1965 H. D. Wessinger

Shealy G. Pendarvis (L.S.)
Notary Public for S. C.

BOOK 140

216
296

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Dorthy J. Kanapaux

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One Hundred (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Marion Blanton

Easterly by lands of Adrian A. Rhode,

Southerly by lands of Dirt Road

Westerly by lands of Horace L. Rhode.

A tract of land containing 158 acres more or less and being the same land conveyed to Grantor by Mary E. Jaques

Right of way enters Grantor land from lands of Horace L. Rhode thence extending across Grantor land in a southeasterly direction on to lands of Adrian A. Rhode Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory-apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Eleven Hundred and No/100 Dollars ($1100.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 20th day of December, 1965.

Dorthy J. Kanapaux (SEAL)
Dorthy J. Kanapaux (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:

Recorded 12/16/65 @ 12 A. M.

Form RW-1-SC-6-62

247

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me H. D. Wessinger

and made oath that he saw the within named _____ Dorothy J. Kanapaux sign, seal and as her act and Deed, deliver the within written instrument and that he with John T. Kanapaux witnessed the execution thereof

Sworn to before me this
2nd day of Dec. A.D. 1965 H. D. Wessinger

Shealy G. Pendarvis (L.S.)
Notary Public for S C

298

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) J.B. Kinsey

of county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Gilbert Gruber

Easterly by lands of Horace Rhode

Southerly by lands of Dirt Road

Westerly by lands of T.E. Sanders

A tract of land containing 300 acres more or less and being the same land conveyed to Grantor by M.H.Hiott

Right of way enters Grantor land from lands of T.E. Sanders thence extending across Grantor land in a southeasterly direction on to lands of Horace Rhode Center line of right of way being more fully shown on a Dwg. No. CP-10710 of the SCE&G Co.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth as it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Twelve Hundred Fifteen and No/100 Dollars ($1215.00) within 1 year from the date of this agreement. If the said sum is not paid or rendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 8th day of December, 19 65.

J.B. Kinsey (SEAL)

(SEAL)

WITNESS: Robert Ramsey

(SEAL)

(SEAL)

(SEAL)

Recorded 12/16/65 12 A. M. (SEAL)

(SEAL)

199

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

personally appeared before me H. D. Wessinger

and made oath that he saw the within named J. B. Kinsey sign, seal and as his act and Deed, deliver the within written instrument and that he with Robert Ramsey witnessed the execution thereof

Sworn to before me this
8th day of Ded. A.D. 1965 H. D. Wessinger

Shealy G. Pendarvis (L.S.)
Notary Public for S C

BOOK 140

300

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE CANADYS-FABER PLACE

ACCT. NO. 1480

CHECK NO. 1649 December 15 19 65

The undersigned hereby acknowledge receipt of timely payment of Seven Hundred Fifteen and 00/100 ------ Dollars, ($ 715.00), payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 1 December, 19 65, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:
Gerald C. Smoak
Cynthia B. Dantzler

M. W. BAZZLE M. W. Bazzle (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

State of South Carolina,
County of COLLETON

Personally appeared before me Cynthia B. Dantzler

and made oath that she saw the within named M. W. Bazzle

sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof. Cynthia B. Dantzler

Sworn to before me this 15th day of December 1965

Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For

4P
12-17-65

Form RW-3-SC-3 31

DEEDS

301

133-112

302

STATE OF SOUTH CAROLINA)

ASSIGNMENT OF INTEREST IN CONTRACT

COUNTY OF COLLETON)

WHEREAS Mary Jones died intestate October 28, 1965, leaving as her sole surviving heirs her children ~~William H. Clark~~, John W. Clark, Carrie Mae C. Stoneburg, ~~Lonsie Clark~~, Charles L. Clark, and

WHEREAS, First Federal Savings and Loan Association of Beaufort, Beaufort, S. C. has entered into a Contract of Sale between them and Mary Jones of date ~~June 9, 1964~~, same concerning that certain lot of land located approximately 1.5 miles from the Town of Walterboro on State Highway No. 63, formerly U. S. Highway No. 17,

NOW KNOW ALL MEN BY THESE PRESENTS, That We ~~William H. Clark~~, Carrie Mae C. Stoneburg, ~~Lonsie Clark~~ and Charles L. Clark, and in consideration of $1.00 to us paid by John W. Clar, the receipt whereof is hereby acknowledged do hereby assign, transfer and set over unto John W. Clark all our interest in that certain contract that exists by and between First Federal Savings and Loan Association of Beaufort, Beaufort, S. C. and ~~Mary Jones~~, same being for the purchase of that certain lot of land described as follows:

All that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being approximately one and five tenths (1.5) miles from the Town of Walterboro, in the County of Colleton and State of South Carolina, and being bounded as follows: Measuring one-hundred seventy-three (173) feet on the Northeastern line and bounded on the Northeast by lands of R. S. Case and lands of E. W. Sanders: Measuring one hundred sixty (160) feet on the Southeastern line and bounded on the Southeast by lands of E. W. Sanders: Measuring one hundred seventy-seven and seven tenths (177.7) feet on the Southwestern line and bounded on the Southwest by State Highway No. 63 (formerly U. S. Highway No. 17) and measuring one hundred fifty nine (159) feet on the Northwestern line and bounded on the Northwest by lands of Johnnie D. Rhodes. The above tract of land is more particularly shown on a plat made by Harry M. Fripp, Registered Surveyor, dated June 15, 1951.

Said contract being dated ~~June 9, 1964~~, and recorded in the R. M. C. Office for Colleton County in Deed Book ~~133~~, Page ~~112~~.

12-18-65
12 m

15 - 18 - 52

STATE OF SOUTH CAROLINA)

ASSIGNMENT OF INTEREST IN CONTRACT

COUNTY OF COLLETON)

KNOW ALL MEN BY THESE PRESENTS, that we ~~William H. Grant~~ Mary Jones dated Interstate October 28, 1952,

Assignor as per sole exclusive note per-chaffeur ~~William H. Grant~~,

John W. Grant ~~Carrie Mae C. Greenawalt~~ Pomaria-Grant

~~Charles L. Grant~~, and

PHOENIX, First Federal Savings and Loan Association of Beaufort,

Beaufort, S. C. has entered into a Contract of Sale pursuant then and

Mary Jones on date ~~June 9, 1961~~, same corporation

that certain lot of land located approximately 1.2 miles from the town of

Walterboro on State Highway No. 63, formerly U. S. Highway No. 17,

NOW KNOW ALL MEN BY THESE PRESENTS, that we ~~William H. Grant~~,

CARRIE MAE C. Greenawalt, ~~Pomaria-Grant~~ and Charles L. Grant

~~_____~~, and in consideration of $1,000 to us paid by

John W. Grant, the receipt whereof is hereby acknowledged do hereby assign,

transfer and set over unto John W. Grant all our interest in that certain

contract that exists by and between First Federal Savings and Loan Association

of Beaufort, Beaufort, S. C. and ~~Mary Jones~~, same being for

the purchase of that certain lot of land described as follows:

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being approximately one and five tenths (1.5) miles from the Town of Walterboro, in the County of Colleton and State of South Carolina, and being bounded as follows: Measuring northeastwardly seventy-three (73) feet on the Walterboro-Green and bounded on the northwest by lands of R. S. Crane and lands of J. W. Grant; measuring one hundred sixty (160) feet on the southeastern and bounded on the southwest by lands of J. W. Grant; measuring one hundred seventy-seven and seven tenths (177.7) feet on the southwestern line and bounded on the southwest by State Highway No. 63 (formerly U. S. Highway No. 17) and measuring one hundred fifty nine (159) feet on the northwestern line and bounded on the Walterboro-Green and lands of Johnnie B. Rhodes. The above tract of land is more particularly shown on a plat made by Harry M. Tripp, Registered Surveyor, dated June 12, 1951.

Said contract being dated ~~June 9, 1961~~, and recorded in the

R. M. C. Office for Colleton County in Deed Book ~~333~~, Page ~~111~~.

DEEDS

A 893

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 30th day of October, 1965.

WITNESS:

~~/s/ Nathan Rosen~~

/s/ Joan Turner

/s/ William H. Clark
William H. Clark

/s/ Carrie Mae C. Stoneburg
Carrie Mae C. Stoneburg

/s/ Lonzie Clark
Lonzie Clark

/s/ Charles L. Clark
Charles L. Clark

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

Personally appeared before me Joan Turner and made oath that he saw the within named William H. Clark, Carrie Mae C. Stoneburg, Lonzie Clark, and Charles L. Clark, sign, seal and as their act and deed, deliver the within written Sales Contract, and that he with ~~Nathan Rosen~~ witnessed the execution thereof.

Sworn to before me this 30th day of October, 1965.

~~/s/ Joan Turner~~

/s/ Nathan Rosen (SEAL)
NOTARY PUBLIC OF SOUTH CAROLINA

12-18-65

303 A

IN WITNESS WHEREOF, We have hereunto set our hands and seals this

30th day of October, 1965.

WITNESS:

/s/ Joan Turner

/s/ William H. Clark
William H. Clark

/s/ Carrie Mae C. Stoneburg
Carrie Mae C. Stoneburg

/s/ Lonnie Clark
Lonnie Clark

/s/ Charles L. Clark
Charles L. Clark

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

Personally appeared before me Joan Turner

and made oath that he saw the within named William H. Clark,

Carrie Mae C. Stoneburg, Lonnie Clark, and

Charles L. Clark, sign, seal and as their act and deed, deliver

the within written Sales Contract, and that he with Nathan Rosen

witnessed the execution thereof.

/s/ Joan Turner

Sworn to before me this 30th

day of October, 1965.

/s/ Nathan Rosen (SEAL)
NOTARY PUBLIC OF SOUTH CAROLINA

12 - 18 - 67

BOOK 140

304

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-286

September 28, 19 65

The undersigned hereby acknowledge receipt of timely payment of

Two Hundred Fifty and 00/100 ---------- Dollars ($ 250.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 14, 19 65, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Gladys S. Goodwin — John H. Smith (SEAL)

Shealy G. Pendarvis — (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton }

Personally appeared before me Gladys S. Goodwin and made oath that he saw the within named John H. Smith sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Gladys S. Goodwin

Sworn to before me this 20th day of December, 19 65

Shealy G. Pendarvis - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19 }

(L. S.)

Notary Public for

Recorded 12/22/65 9 A. M.

Form RW-3-SC-12-52

304a

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company.

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at .....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

BOOK 140

305

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-302

December 8, 1965

The undersigned hereby acknowledge receipt of timely payment of

Twenty-five and no/100 ---------- Dollars ($ 25.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated December 2, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Gladys S. Goodwin

Shealy G. Pendarvis

Eatofeelh V. Smith Thompson (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me Gladys S. Goodwin and made oath that he saw the within named Eatofeel V. Smith Thompson sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Gladys S. Goodwin

Sworn to before me this 20th day of December 1965

Shealy G. Pendarvis - seal affixed

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Grantor a woman

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Recorded 12/22/65 9 A. M.

Form RW-3-SC-12-53

305A

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the .....

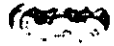
day of ..... A. D. 19.....,

at ..... o'clock in the .....

and recorded in Book ..... of Deeds

for said County on page .....





BOOK 140

306

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV Line

ACCT. NO. W. O. 1092

CHECK NO. D-298

December 1, 1965

The undersigned hereby acknowledge receipt of timely payment of

Two Hundred Fifty and no/100 ---------- Dollars ($ 250.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 14, 1965, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

India Hicks

Clarice Williams

Gladys S.Goodwin

Richard H. Smith (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me Gladys S. Goodwin

and made oath that he saw the within named Richard H. Smith sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Clarice Williams and India Hicks in the presence of each other, witnessed the due execution thereof.

Gladys S. Goodwin

Sworn to before me this 20th day of December, 1965

Shealy G. Pendarvis - seal affixed

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Recorded 12/22/65 9 A. M.

Form RW-3-SC-13-52

4908

DEEDS

Line: .....

County: .....

RECEIPT FOR RIGHT OF WAY PAYMENT

.....

.....

.....

.....

TO

South Carolina Electric & Gas Company

Dated: ....., 19.....

Received in the Clerk's Office of the County of .....,

South Carolina, on the.....

day of.....A. D. 19.....,

at.....o'clock in the.....

and recorded in Book.....of Deeds

for said County on page.....

MINERAL RIGHT AND ROYALTY INTEREST

STATE OF SOUTH CAROLINA, }
COUNTY OF COLLETON. } KNOW ALL MEN BY THESE PRESENTS:

That I, S. Scott Teel, a Widower, of Fort Worth, Tarrant County, Texas, hereinafter called Grantor, for and in consideration of the sum of Ten and No/100 ($10.00) dollars cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, do hereby grant, bargain, sell, convey, transfer, assign and deliver unto my daughter, Zoe Teel Petersen, a feme sole, P. O. Box 2086, Fort Worth, Tarrant County, Texas, 76101, an undivided Mineral Interest in and to all of the oil, gas and other minerals, in and under and that may be produced from the following described lands situated in Colleton County, South Carolina:

(1) An undivided 7.18/229.75ths interest in and under that 229.75 acres of land in Colleton County, South Carolina, as more particularly described in Mineral Right and Royalty Transfer dated June 20, 1960, executed by R. W. Slemaker and Ruth Slemaker, his wife, to S. Scott Teel, as recorded in Book 127, Page 211, Deed Records, Colleton County, South Carolina, to which deed and record thereof reference is further made for full description of said 229.75 acres of land.

(2) An undivided 69.80275/1675.25ths interest in and under that 1675.25 acres of land in Colleton County, South Carolina, as more particularly described in Mineral Right and Royalty Transfer dated June 23, 1960, executed by R. W. Slemaker and Ruth Slemaker, his wife, to S. Scott Teel, as recorded in Book 127, Page 213, Deed Records, Colleton County, South Carolina, to which deed and record thereof reference is further made for full description of said 1675.25 acres of land.

(3) An undivided 7.5/120ths interest in and under that one hundred and twenty (120) acres of land in Colleton County, South Carolina, as more particularly described in Mineral Right and Royalty Transfer dated June 20, 1960, executed by R. W. Slemaker and Ruth Slemaker, his wife, to S. Scott Teel, as recorded in Book 127, Page 215, Deed Records, Colleton County, South Carolina, to which deed and record thereof reference is further made for full description of said one hundred and twenty (120) acres of land.

(4) An undivided 3.9375/63rds interest in and under that sixty-three (63) acres of land in Colleton County, South Carolina, as more particularly described in Mineral Right and Royalty Transfer dated June 20, 1960, executed by R. W. Slemaker and Ruth Slemaker, his wife, to S. Scott Teel, as recorded in Book 127, Page 209, Deed Records, Colleton County, South Carolina, to which deed and record thereof reference is further made for full description of said sixty-three (63) acres of land.

TO HAVE AND TO HOLD the said undivided interest in all of the said oil, gas and other minerals, in, on and under said land, together with all and singular the rights and appurtenances thereto in any wise belonging, with the right of ingress and egress, and possession at all times for the purpose of mining, drilling and operating for said minerals and the maintenance of facilities and means necessary or convenient for producing, treating and transporting such minerals and for housing and boarding employees, unto said Grantee, her heirs and assigns, forever; and Grantor herein for himself and his heirs and assigns hereby agrees to warrant and forever defend all and singular the said interest in said minerals, unto the said Grantee, her heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under the undersigned Grantor.

Recorded 12/28/65 9 A. M.

DEEDS

200
308

Grantee shall have the right at any time (but it is not required) to redeem for Grantor by payment, any mortgages, taxes or other liens on the above described lands, in event of default of payment by Grantor, and be subrogated to the rights of the holder thereof.

This conveyance is made subject to any valid and subsisting oil, gas or other mineral lease or leases on said land, including also any mineral lease, if any, heretofore made or being contemporaneously made from Grantor to Grantee; but, for the same consideration hereinabove mentioned, Grantor has sold, transferred, assigned and conveyed and by these presents does sell, transfer, assign and convey unto the Grantee, her heirs and assigns, the same undivided interest (as the undivided interest hereinabove conveyed in the oil, gas and other minerals in said land) in all the rights, rentals, royalties and other benefits accruing or to accrue under said lease or leases from the above described land; to have and to hold unto the above named Grantee, her heirs and assigns.

IN WITNESS WHEREOF I SIGN, this the 22nd day of December, 1965.

SIGNED, SEALED AND
DELIVERED IN THE PRESENCE OF:

LaQuitta Owen (SEAL)

Marilyn Hopton-Jones (SEAL)

S. Scott Teel (SEAL)
(S.SCOTT TEEL) A WIDOWER
GRANTOR

THE STATE OF TEXAS,)
COUNTY OF TARRANT.)

PERSONALLY APPEARED BEFORE ME Erna Stoll
andmade oath that she saw the within named S. Scott Teel, a Widower, sign, seal and as his act and deed, deliver the within Deed; and that LaQuitta Owen with Marilyn Hopton-Jones witnessed the execution thereof.

SWORN TO BEFORE ME this 22nd day of December A. D. 1965.

(SEAL)

Erna Stoll
NOTARY PUBLIC IN AND FOR TARRANT COUNTY, T E X A S.

(ERNA STOLL, NOTARY PUBLIC)

My Commission Expires
May 31, 1967.

GRANTOR IS AND HAS BEEN A WIDOWER AND SINGLE MAN CONTINUOUSLY SINCE PRIOR TO JUNE 30, 1960, WHEN THE MINERALS HEREIN WERE CONVEYED TO THE GRANTOR HEREIN.

Recorded 12/28/65 9 A. M.

DEEDS

BOOK 140

309
309

Form 24
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

COUNTY OF COLLETON

LAND OPTION

Know All Men by These Presents, That I, Clyde O. Ackerman,

in consideration of One and 00/100 ($1.00) ---------- Dollars,

do hereby grant, bargain and sell unto T. D. Pierce

the right and option of purchasing at any time on or before the 2nd day of January 19 66,

at and for the price of Three Hundred ($300.00) Dollars per acre

payable in cash,

All that certain piece, parcel or tract of land situate, lying and being about two (2) miles south of the Town of Walterboro, containing twenty-five (25) acres, more or less, and being bounded as follows: on the north by a ditch, separating said tract of land from other lands of Clyde O. Ackerman; on the east by lands of L. G. Fishburne; on the south by lands of Dogwood Hills County Club; and on the west by lands of T. D. Pierce, and by Aqua Avenue.
This tract of land is part of eighty-eight (88) acres, as shown on plat of C. E. Miley, Jr., Surveyor, dated September 25, 1964.

IT IS AGREED AND UNDERSTOOD that the price of said tract of land is Three Hundred ($300.00) Dollars per acre, said acreage to be determined by survey to be paid for by the purchaser herein.

And I the said Clyde O. Ackerman

do hereby represent that I am the owner in fee of the said premises, and have a full and perfect right to grant and sell this option, and do covenant and agree that upon compliance by the said T. D. Pierce, his

heirs or assigns, with the terms of this option I will make, execute and deliver to T. D. Pierce, his heirs or assigns, a good and sufficient deed conveying the above-described premises to them, or such of them as shall exercise this option and comply with the terms thereof, in fee simple, free of all encumbrances, with covenant of general warranty, and with all dowers regularly renounced.

Upon notice being given by the purchaser during the life of this option of intention to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding 30 days, to allow examination of title and preparation of papers.

The vendor, before compliance by the purchaser, if required, agrees to establish the property lines and free the title to said property of all defects. All current taxes, water rents and all other legal assessments shall be prorated to date of completion of said sale.

Witness my hand and seal this 14th day of December, 19 65.

Signed, Sealed and Delivered in the Presence of,

Gerald C. Smoak

Cynthia B. Dantzler

Clyde O. Ackerman (L. S.)

(L. S.)

(L. S.)

State of South Carolina,

COUNTY OF COLLETON

Personally appeared before me Cynthia B. Dantzler and made oath that she saw the above-named Clyde O. Ackerman sign, seal, and as his act and deed, deliver the above-written option for the uses and purposes therein mentioned, and that she with Gerald C. Smoak witnessed the execution thereof.

Sworn to before me this 14th day of December, 19 65.

Gerald C. Smoak / Notary Public of S. C.

Cynthia B. Dantzler

Recorded 12/28/65 3 P. M.

309-A

IT IS HEREBY STIPULATED that the purchaser will enter into a contract with the seller, on the date that the Option is exercised or that the transaction is closed, a contract for the construction of a dwelling house on a seven and one-half (7½) acre tract of land purchased by the purchaser herein on the ____ day of ____ 1965, said construction to begin within six (6) months from the date that this transaction is closed, to be completed within a period of two (2) years from said date.

BOOK 140

310

State of South Carolina,
County of COLLETON } ss

KNOW ALL MEN BY THESE PRESENTS that I (We) Noah Salley

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

Seventy (70) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Kissie Salley

Easterly by lands of Lucy Salley

Southerly by lands of Lucy Salley

Westerly by lands of Lucy Salley

Said tract contains twenty-five (25) acres, more or less, and being the same land deeded to grantor by Lucy Salley by Deed dated March 15, 1965. Right-of-way enters grantor's land from the land of Lucy Salley, thence extending across grantor's land in a westerly direction to the land of Lucy Salley. Right-of-way to be as shown on Dwg. of South Carolina Electric & Gas Company, CP-10300, February 8, 1965.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum One ---------- Dollars ($ 1.00) within one (1) year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 6th day of January, 196

Noah Salley (SEA)

WITNESS:

[signature]

[signature]

1-6-66

5 P.M.

(SEA)

(SEA)

(SEA)

(SEA)

(SEA)

(SEA)

Form RW 1-65

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me M. E. Corley and made path that he saw the within named Noah Salley sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the execution thereof.

SWORN to before me this 6th day of January, 1966. M. E. Corley

Shealy G. Pendarvis, Notary Public for S. C.

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, do hereby certify unto all whom it may concern that Mrs. Cynthia H. Salley, the wife of the within named Noah Salley, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renouce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

GIVEN UNDER my hand and seal this 6th day of January, 1966. Cynthia H. Salley

Shealy G. Pendarvis, Notary Public for S. C.

recorded 1/6/66 5 P. M.

BOOK 140

312

STATE OF SOUTH CAROLINA TIMBER DEED

County of Colleton

FOR AND IN CONSIDERATION OF THE SUM of One Thousand and No Dollars paid by Walterboro Veneer Co. Inc., the receipt whereof is hereby acknowledged, the undersigned has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Walterboro Veneer Co. Inc. its successors and assigns, all the Pine & Hardwood timber and trees both standing and fallen 15 inches in diameter and upward at the widest measurement outside the bark, 15 inches from the ground at the time of the cutting, on the following tract of land (Should trees smaller than these specifications be cut a similar number of larger trees will be left.)

Exception - All hill pine timber and one large cypress located at end of bean field.

All that certain piece, parcel or tract of land situate, lying and being in Ireland Creek School District, Colleton County, South Carolina, containing 66 acres, more or less and bounded North by Land formerly by J.C. DeTreville (Formerly Goodall) East by C.T. Langdale; South by Land of Kennedy and West by C.T. Langdale

Fence may be cut when needed, but must be left in good repair when logging is completed.

AND FOR THE CONSIDERATION AFORESAID, the undersigned does hereby sell and convey unto the said Walterboro Veneer Co. Inc. its successors, heirs and assigns, all and singular the rights, licenses privileges and easements necessary and convenient for the said Walterboro Veneer Co. Inc. its successors and assigns to cut and remove the said timber and trees from said premises, to be enjoyed at such times and in such places as the said Walterboro Veneer Co. Inc. its successors and assigns, may desire during the term of this instrument as hereinafter set out.

To have and to hold all and singular the premises before mentioned unto the said Walterboro Veneer Co. Inc. its successors, heirs and assigns, for the full term of One Year from the date hereof.

And I (We) do hereby bind Myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Walterboro Veneer Co. Inc. its successors and assigns, against me and my Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS My hand and seal this day of December 29 1965

Signed, Sealed and delivered in the presence of:

M. C. Keegan
M. C. Keegan

John A. Keegan, Jr.
John A. Keegan, Jr.

J. A. Keegan
J. A. Keegan

STATE OF SOUTH CAROLINA,

County of Beaufort

Personally appeared before me M. C. Keegan who on oath says that he saw the above named J. A. Keegan sign, seal and as his act and deed, deliver the foregoing written instrument, and that he with John A. Keegan Jr. witnessed the execution thereof.

Sworn to before me this 29th day of December 1965

M. C. Keegan
M. C. Keegan

Ralph L. Thompson (L. S.)
(Notary Public for SC)

Recorded 1/6/66 10 A. M.

DEEDS

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313

TIMBER DEED

From J. A. Keegan

To Walterboro Veneer Co. Inc.

Recorded this 6th day of Jan A.D. 1966

In Book ____ Page ____

At 12 o'clock A. M.

C. B. Crosby
Clerk of Court, Colleton County, S. C.

STATE OF SOUTH CAROLINA,
County of Bamwell

RENUNCIATION OF DOWER

I, Ralph L. Schumpert, Notary Public for S.C., do hereby certify unto all whom it may concern, that Mrs. Annie Lee Keegan the wife of the within named J. A. Keegan did this day appear before me, and upon being privately and separately examined by me, did declare that she freely and voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named.

Walterboro Veneer Co. Inc., its successors

and assigns, all her interest and estate, and also all of her right and claim of Dower of, in or to all and singular the premises within mentioned.

Given under my Hand and Seal, this 29 day Dec A. D. 1965

Mrs. Annie Lee Keegan

Ralph L. Schumpert (L. S.)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

EASEMENT FOR RIGHT OF WAY
CANADYS-FAIRFAX 115 KV LINE

THIS CONVEYANCE, made and entered into as of the 29th day of December, 1965, between R. A. DURHAM, of Colleton County, South Carolina, and UNION BAG-CAMP PAPER CORPORATION, a Corporation of Virginia, Parties of the First Part, and SOUTH CAROLINA ELECTRIC & GAS COMPANY, a Corporation of the State of South Carolina, hereinafter referred to as Party of the Second Part,

W I T N E S S E T H:

That for and in consideration of the sum of Ten ($10.00) Dollars and other valuable consideration, in hand paid by Party of the Second Part to Parties of the First Part, the receipt of which is hereby acknowledged, Union Bag-Camp Paper Corporation and R. A. Durham, as Parties of the First Part, have granted, bargained, sold, and conveyed, and by these presents do hereby grant, bargain, sell and convey unto Party of the Second Part, its successors and assigns, an easement of right of way, more particularly described as follows:

The right of way easement herein granted is seventy (70) feet in width, having forty (40) feet on the south side of and thirty (30) feet on the north side of a surveyed line, as the same is located, shown, and identified on the sketch attached hereto marked EXHIBIT "A" entitled "South Carolina Electric & Gas Co. for Canadys-Fairfax & Canadys-Denmark 110 K. V. Lines, Location over lands of R. A. Durham leased to Union Bag-Camp Paper Corporation", being Drawing No. B-10772, dated October 28, 1965, as revised December 16, 1965, superseding Drawing No. A-10532 dated June 23, 1965, and as the same is generally located as shown marked in red on a print of that certain plat of survey attached hereto marked EXHIBIT "B" entitled "Boundary Map, R. A. Durham Tract" certified and approved under date of December 12, 1957, by J. Dean Gowen, South Carolina Registered Surveyor No. 1114, which Gowen plat is recorded in Plat Book 220 in the office of the Clerk of Court of Colleton County, South Carolina; the said surveyed line being more particularly described as follows:

Recorded this 13 day of Jan A.D. 1966 in Page 12 of Sec. M. At 12 A.M. AB Crosby Clerk of Court, Colleton County, S.C.

Beginning at a point on the southeastern boundary lines of Tract "F" of said Durham Tract, which is the boundary line between said tract and lands of W. H. Varn, said point being a distance of 14.73 chains as measured South 21°11' West along said property line from the monument marking the corner identified as Survey Station 7 of Tract "F" on said Gowen plat of survey, and from said POINT OF BEGINNING, running thence North 84°24' West over and across said Durham Tract "F" for an aggregate distance of 128.66 chains to a point of termination on the western boundary line of said tract located 21.29 chains, as measured along said boundary line, northwest from the monument marking that corner identified as Survey Station 12 of said Durham Tract "F", expressly excluding, however, from the lands subject to this easement

Stamps affixed to Original
S.C. Stamps $7.00
Doc " $3.85

Recorded 1/13/66 12 A. M.
For Plats, Exhibit "A" & "B", see Plat ~~Book~~ Box 220

grant lands belonging to others lying outside the perimeter of said Durham Tract "F" but traversed by said surveyed line; all as more particularly shown by EXHIBIT "A" and EXHIBIT "B" hereto attached which attachments by reference thereto are made a part hereof.

Together with the right to construct, maintain, operate, replace, and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces, and other accessory apparatus and equipment deemed by Party of the Second Part to be necessary therefor, as well as the right to install, maintain, and use anchors and guy wires on lands lying within the boundaries of the right of way herein granted.

Together also with the right from time to time to redesign, rebuild, or alter said lines and to install such additional lines, apparatus, and equipment as Party of the Second Part may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures, and other obstructions upon said right of way as in the judgment of Party of the Second Part may interfere with or endanger said lines or appurtenances when erected, and also upon Party of the Second Part giving to said Union Bag-Camp Paper Corporation reasonable written notice thereof, Party of the Second Part shall have the right from time to time to cut and/or trim and/or remove any trees on adjacent lands of Parties of the First Part within twenty-five (25) feet beyond the aforedescribed and referred to northerly and southerly boundary lines of the 70-foot right of way easement herein granted, which trees may now or hereafter endanger the electric transmission lines of Party of the Second Part, its successors and assigns, constructed on said right of way easement; it being specifically understood and agreed, however, between the parties hereto that Party of the Second Part shall make payment to said Union Bag-Camp Paper Corporation at the rates of then existing fair market prices for any such cutting and/or trimming of trees, and together also with the further right of ingress and egress to and from said right of way hereby granted over adjacent lands of Parties of the First Part, provided, however, that said right of ingress to and egress from and over the said property shall be limited t existing or hereafter constructed roads and ways to and from said right of way or if at any subsequent time the same are closed and no existing roads and ways exist, then such rights shall be exercised over such part of said

Recorded 1/13/66 12 A. M.

lands as appear the least obstructed and so as to do the least damage thereto, it being specifically understood that in the use of such roads and ways and the exercise of any such rights, the Company shall pay Union Bag-Camp Paper Corporation for any damage sustained by the undersigned at the time of and by reason of the exercise of such rights.

It is hereby agreed that where it is necessary for Party of the Second Part in the construction and maintenance of the right of way, to cut merchantable trees (which are defined as all trees five inches in diameter and up at twelve inches above ground level), same shall belong to said Union Bag-Camp Paper Corporation, and shall be cut into lengths of five feet three inches (5'3") by Party of the Second Part, and placed in pens or piles as pulpwood (pine and hardwood to be piled separately) at points along said right of way where it can be readily loaded for hauling. Party of the Second Part shall give notice thereof in writing to said Union Bag-Camp Paper Corporation within a period of ten (10) days following such cutting and piling.

No unnecessary fires may be set along said right of way, and if any fire is set it will not be left untended.

Party of the Second Part will indemnify Parties of the First Part against any claims, suit, demand, or expense incurred by Parties of the First Part arising out of or connected with the construction, maintenance, presence, and operation of the transmission system along said right of way, except, however, Party of the Second Part does not indemnify Parties of the First Part against Parties of the First Part's willful or negligent acts.

It is expressly agreed and understood that Parties of the First Part reserve unto themselves, their successors, assigns, heirs or administrators, as interest may appear, each and every right in, to, upon, and under said area as may not have been expressly granted hereunder or be inconsistent herewith; Parties of the First Part do not warrant title to the above described lands except for taxes and assessments not yet due; further, this grant is made expressly subject to agreements heretofore made and such as may hereafter be granted not inconsistent with the rights hereby conveyed as respects naval stores, the removal of timber, and oil, gas and mineral leases, as well as such liens and encumbrances as may appear as a matter of public record upon the records of the Clerk of Court of Colleton County, South Carolina, or evidenced by possession or use.

Recorded 1/13/66 12 A. M.

When said electric transmission line or system or any part thereof is abandoned by Part of the Second Part and no longer used for such purpose, the privileges herein conferred shall terminate and the reversionary interest therein shall fully revert and belong to Parties of the First Part and their successors in title, as interest may appear.

Notice to Parties of the First Part and/or Union Bag-Camp Paper Corporation as may be required hereunder shall be in writing directed to Union Bag-Camp Paper Corporation, Attention: Woodlands Land Department, P. O. Box 570, Savannah, Georgia, unless and until Parties of the First Part shall furnish Party of the Second Part or its designated representative a different address.

Notice to Party of the Second Part as may be required hereunder shall be directed to South Carolina Electric & Gas Company, 328 Main Street, Columbia, South Carolina, unless and until Party of the Second Part shall furnish Parties of the First Part or their designated representative a different address.

IN WITNESS WHEREOF, the Parties hereto have caused this right of way agreement to be executed in duplicate as of the day and year first above written.

Witness as to R. A. Durham:

Ralph M. Hendrix

Laurie A. Gaggs

R. A. Durham

R. A. DURHAM

Witness as to
Union Bag-Camp Paper Corporation

Wanda W. Bridger

Charles Gassen

UNION BAG-CAMP PAPER CORPORATION

BY J. R. Liertz
Vice President

ATTEST:

Thomas J. Dillon
Assistant Secretary

PARTIES OF THE FIRST PART



APPROVED AS TO LEGALITY AND FORM
CHG 1/10/66
AS TO EXECUTION
CHG 1/10/66

Recorded 1/13/66 12 A. M.

Witness as to South Carolina Electric & Gas Company

[signature]

[signature]

PARTY OF THE SECOND PART

SOUTH CAROLINA ELECTRIC & GAS COMPANY

BY [signature]
Vice President & General Manager

ATTEST: [signature]
Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

PERSONALLY APPEARED before me Ralph M. Hendrix, who on oath, says that he saw the within-named R. A. DURHAM sign, seal, and as his act and deed, deliver the within written Easement for Right of Way for the uses and purposes therein mentioned, and that he with [illegible] witnessed the execution thereof.

Ralph M. Hendrix

SWORN TO before me this
6 day of January,
~~1965.~~ 1966

Mary Mayo (LS)
Notary Public for South Carolina

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

PERSONALLY APPEARED before me Wanda W. Bridger, who on oath, says that she saw the within-named UNION BAG-CAMP PAPER CORPORATION by J. R. Lientz, its Vice President and Thomas J. Dillon, its Assistant Secretary, sign the within Easement for Right of Way, and the said Corporation, by said officers, seal said Easement for Right of Way and, as its act and deed, deliver the same, and that she with Charles Grossi witnessed the execution thereof.

Wanda W. Bridger

SWORN TO before me this
24th day of December,
1965.

Maxine Wigley (LS)
Notary Public for Georgia
Notary Public, Chatham County, Ga.
My Commission Expires Feb. 28, 1968

Recorded 1/13/66 12 A. M.

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STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY APPEARED before me Betty C. Bissell, who on oath, says that she saw the within-named SOUTH CAROLINA ELECTRIC & GAS COMPANY by F. R. McMeekin, its Vice President and General Manager and E. M. Simpson, its Secretary, sign the within Easement for Right of Way, and the said Corporation, by said officers, seal said Easement for Right of Way and, as its act and deed, deliver the same, and that she with I. H. Boinest witnessed the execution thereof.

Betty C. Bissell

SWORN TO before me this
10th day of January,
~~1965.~~ 1966
Harold M. Bryant (LS)
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

RENUNCIATION OF DOWER

I, Mary Major do hereby certify unto all whom it may concern, that Mrs. Rachel B. Durham, wife of the within named R. A. DURHAM, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons whomsoever renounce, release and forever relinquish unto the within named SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns, all her interest and estate, and also all her right and claim of Dower, of, in, or to all and singular the premises within mentioned and released.

Rachel B. Durham
RACHEL B. DURHAM

Given under my Hand and Seal this 6 day of January,
Anno Domino, ~~1965.~~ 1966

Mary Major (LS)
Notary Public
My Commission expires at the pleasure of the Governor of South Carolina.

Recorded 1/13/66 12 A. M.

DEEDS

319a

BOOK 140

320

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canada - Fairfax 115

ACCT. NO. 1092

CHECK NO. D-306 January 10 1966

The undersigned hereby acknowledge receipt of timely payment of one and no/100 Dollars, ($ 1.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated January 6, 1966, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Gerald C. Smoak

Cynthia B. Dantzler

Noah Salley (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Cynthia B. Dantzler

and made oath that she saw the within named Noah Salley

sign, seal and as he is act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with Gerald C. Smoak in the presence of each other, witnessed the due execution thereof. Cynthia B. Dantzler

Sworn to before me this 10th day of January, 1966

Gerald C. Smoak
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19__

(L. S.)

3 R

1-18-66

Notary Public For

Form RW-3-SC-1-61

THE STATE OF SOUTH CAROLINA)
) AGREEMENT
COUNTY OF COLLETON)

WHEREAS, Octavia S. Lemacks and Sarah S. Lemacks entered into an Indenture and Agreement dated November 4th, 1919, and recorded in Book 49 at Page 559 in the office of the Clerk of Court for Colleton County, S. C., with reference to an artesian well on the line between the residence lots of the said parties, and a tower and tank above the well resting on the property of each of the said parties, and certain machinery used for the purpose of pumping water from the said well into the said tank; and in said Indenture and Agreement it was acknowledged and understood and agreed that each of the parties owned in equal proportions the said artesian well, tank, tower and machinery, and they, their heirs, executors and administrators, or assigns, should retain their ownership and each should have the right to use water from the said well either as was being then done, or might tap said well seperately and use water therefrom at their option; and

WHEREAS, the residence lot above mentioned formerly owned by Octavia S. Lemacks was devised by her to her two (2) nephews, Paul Sanders, Jr., and Cleveland Sanders, Second, under her last will and testament dated June 8, 1937, and admitted to record in the office of the Probate Court for Colleton County, S. C., on September 4, 1952; and Paul Sanders, Jr., subsequently conveyed his one-half (1/2) undivided interest therein to his wife, Natalie Prescot Sanders by deed dated July 23, 1953, and recorded in the office of the Clerk of Court for Colleton County, S. C., in Book 112 at Page 382; and then Natalie Prescot Sanders and Cleveland Sanders, Second, conveyed the said residence lot to Hugo J. Pawek by deed dated Nov. 8th, 1954, and Hugo J. Pawek is now the owner thereof; and

WHEREAS, the residence lot above mentioned formerly owned by

Recorded Jan. 24, 1966
9 a.m.

DEEDS

Sarah S. Sanders is now owned by Mary B. W. Sanders; and

WHEREAS, the tower and tank and machinery are no longer on the property; but Mary B. W. Sanders has placed two (2) pumps on her property for pumping water from said artesian well;

NOW, KNOW ALL MEN BY THESE PRESENTS, That this Agreement is made and entered into at Walterboro, S. C., this _____ day of November, A. D. 1954, by and between Hugo J. Pawek, party of the first part, and Mary B. W. Sanders, party of the second part, both of Colleton County, South Carolina, WITNESSETH:

One. That Hugo J. Pawek and Mary B. W. Sanders, their Heirs, Executors, Administrators and Assigns, shall retain the ownership of the artesian well in equal proportions.

Two. That Hugo J. Pawek at the option of Mary B. W. Sanders may have the right to use the engines of Mary B. W. Sanders in order to get water from the said artesian well, provided he pay his proportionate share of the operating cost of pumping the water, until he decides that he wants to tap the well independently of Mary B. W. Sanders.

To this Agreement each of the parties hereto bind their Heirs, Executors, Administrators and assigns.

WITNESS our hands and seals, in duplicate, this the 8th day of November, A. D. 1954.

Signed, sealed and delivered in the presence of:

Hugo J. Pawek (SEAL)

Mary B. W. Sanders (SEAL)

Alice T. Beckett

Mason Sanders

As to Mary B. W. Sanders

Irene E. Godwin

Alice T. Beckett

As to Hugo J. Pawek

Recorded Jan. 24, 1966
9 a.m.

Witnesses as to

DEEDS

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Personally appeared before me Irene E. Godwin and made oath that S he saw Hugo J. Pawek sign, seal, and as his act and deed, deliver the within written Agreement; in duplicate; and that S he with Alice T. Beckett witnessed the execution thereof.

Irene E. Godwin

SWORN to before me this 8th day of November, A. D. 1954.

Alice Beckett (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Personally appeared before me Alice T. Beckett and made oath that S he saw Mary B. M. Sanders sign, seal, and as her act and deed, deliver the within written Agreement, in duplicate; and that S he with Maude Sanders witnessed the execution thereof.

Alice T. Beckett

SWORN to before me this 8th day of November, A. D. 1954.

Maude A. Pate (SEAL)
Notary Public for South Carolina.

Recorded Jan. 24, 1966
9 A.M.

X J. C. Cook
Witnesses as to

BOOK 140

J.W. Strobel - Opal Oil STA #10

~~[illegible]~~

#10

324

Consignment Agreement

J.W. Strobel ~~[illegible]~~, hereinafter called "Consignor", and Charles G. Crosby of North Jefferies Blvd, Walterboro, S.C. hereinafter called "Consignee", desiring to arrange for the sale and distribution of petroleum products at Opal STA #10, South Jefferies Blvd, Walterboro, S.C. and vicinity, agree as follows:

Consignor shall consign and ship to Consignee stocks of gasoline, illuminating, lubricating and fuel oils, greases, and such other goods as may be agreed upon, at the filing station, operated by Consignee at said location and will fix the prices at which said products are to be sold by Consignee.

Consignee shall have charge of said stocks and be responsible for all stocks and containers shipped to him. Consignee will transmit to Consignor on the last day of each month a detailed statement of sales made and stocks and containers on hand. Consignee shall also transmit by mail to Consignor at the end of each day a statement showing sales and deliveries made by Consignee and shall remit therewith all monies received by Consignee for such sales, together with signed receipts or bills of lading for authorized credit sales.

All sales shall be for cash, provided however, credit sales may be made by Consignee for Consignor's account only after prior written authority thereafter has been obtained from, and the terms thereof have been approved in advance by, Consignor. Credit sales other than those approved and authorized as aforesaid in writing by Consignor shall be made at Consignee's risk. When credit sales are authorized, Consignee shall deliver to Consignor signed receipts for such deliveries or original bills of lading, if shipment is by rail or other common carrier.

As soon as practicable after the first day of each month, Consignor shall render a written statement to Consignee showing sales and deliveries during the preceding month, and shall remit to Consignee the net ~~[illegible]~~ Discounts earned on such sales and deliveries at the following rates:

Gasoline $.025 per gal
Kerosene $.025 per gal
Fuel Oil $.020 per gal
Automotive Lubricating Oils, 10% of invoice price, less tax
Automotive Greases, 10% of invoice price, less tax
Industrial and Technical Oils, 10% of invoice price, less tax
Industrial Greases, 10% of invoice price, less tax
Used Tires $1.00 per Tire discount
New Tires, Accessories, Anti-Freeze, Shells, 5% of Invoice price
New Batteries, 10% Discount off Invoice price

Sign @ 6 gal = 300.00 stamp 12 C

Consigned stocks shall remain the property of Consignor until sold in the regular course of business, but Consignee shall be responsible for all shortages of stock.

Authorized representatives of Consignor may inventory and inspect Consignor's property, stocks, goods and merchandise of whatever kind at any time during business hours.

Consignee shall furnish all his own helpers, and employees and shall pay all expenses, labor, contributions, assessments, taxes, fees, licenses and other costs of like nature arising out of Consignee's business and upon his property.

Consignor is interested only in results in terms of increased volume of sales of Consignor's products and the means, methods and details are left entirely to the discretion and judgement of the Consignee, who shall have entire charge and control of the management of said business for the purpose of the accomplishment of said results.

It is expressly agreed and stipulated that neither Consignee nor the employees of Consignee shall be deemed or construed to be employees of Consignor. Consignee further agrees that he will carry employer's liability, workmen's compensation and public liability insurance for himself and his employees, as far as he legally can.

Consignee is authorized to use the words "Opal Oil Station Number 10" on stationery, delivery tickets and equipment, and Consignee shall not represent himself, nor permit any of his employees to represent themselves as agent or employee of Consignor. Consignor assumes no responsibility for the acts or omissions of Consignee, his servants or employees, in the management or operation of said business, negligent or otherwise, and Consignee convenants and agrees to indemnity and hold Consignor harmless any and all such claims.

This agreement is for a period of one year from the date hereof but shall be automatically extended and renewed for successive periods of one year each, unless one of the parties hereto notifies the other in writing at least thirty (30) days in advance of the end of any such year that it does not desire to renew or extend the same. Such notice or any other notice in connection with this agreement shall be addressed to Consignor at P.O. Box 1068, Summerville, South Carolina and to Consignee at South Jefferies Blvd, Walterboro, S.C. Deposit in the United States mail of a properly addressed and stamped communication shall be deemed to be delivery to the party addressed.

If any provision of this agreement shall be breached, then the party not at fault shall have the option of immediately declaring the contract terminated.

THIS INSTRUMENT CONTAINS EACH AND EVERY AGREEMENT AND UNDERSTANDING EXISTING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACJT, AND NO AGENT OF THE CONSIGNOR HAS AUTHORITY TO CHANGE, MODIFY OR ADD TO THIS CONTRACT, OR TO MAKE ANY OTHER OR FURTHER AGREEMENTS IN CONNECTION THEREWITH.

This contract shall not be binding upon Consignor until signed by the President.

Executed as of the 27th day of January 1966.

Richard W. Strobel
Ronald M. Terry
Judith C. Terry
Witness as to ~~Opal Oil Stations Inc.~~ J.W. Strobel

~~[illegible]~~ J.W. Strobel
By J.W. Strobel
President.

E.T. Smock
x J.C. Cook
Witnesses as to Charles G. Crosby

Charles G. Crosby

x J.C. Cook
Witnesses as to

BOOK 140

J.W. Strobel - Opal Sta #10

325

Lease of Filling Station #10

J.W. Strobel, hereinafter called "Lessor", does hereby demise, let and lease to Charles G. Crosby of Walterboro, South Carolina, hereinafter called "Lessee," the following described pdoperty in the City or Town Walterboro, County of Colleton State of South Carolina, together with all improvements, equipment and fixtures located thereon:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on West side of North Jefferies Blvd in Colleton County, Town of Walterboro, State of South Carolina, and at the corner of Ireland Creek which borders, known and located thereon as Opal Filling Station Number Ten (10)

TO HAVE AND TO HOLD, the said property for a period of one (1) year from the date hereof, but shall be automatically extended and renewed for successive pediods of one (1) year each, unless one of the parties hereto notifies the other in writing at least thirty (30) days in advance of the end of any such year that it does not desire to renew or extend the same. Such notice or any other notice in connection with this agreement shall be addressed to Lessor at Summerville, South Carolina, and to Lessee at Opal Sta #10, North Jefferies Blvd, Walterboro, South Carolina. Deposit in the United States mail of a properly addressed and stamped communication shall be deemed to be delivery to the party addressed. Lessee agrees to pay the sum of Five and No/100 .....dollars ($5.00) monthly in advance as rental for said premises, equipment and fixtures during the term of this lease, and any extension or renewals thereof. The first payment of $5.00, having been made on the date of this lease and the sum of $5.00 shall be payable on the first day of each succeeding month.

Lessee has examined and is familiar with the condition of the premises, buildings, equipment and fixtures located thereon and agrees that they are received in good order and condition without warranty by Lessor as to the condition or repair thereof.

Said premises shall be used for the storage, handling and retail selling of petroleum products and other merchandise, but Lessee may make such other lawful use of the same as will not interfere with such primary use.

Lessee will not permit or suffer waste or damage to said premises, nor permit the same to be used for any illegal or immoral purpose.

Lessee will make no alterations, additions or changes to the buildings, structures, equipment, or fixtures on said property, and will not paint or repaint the buildings, or any of the structures, equipment or fixtures without first obtaining written consent of the Lessor.

This lease shall not be assigned, by operation of law or otherwise; Lessee shall not mortgage or encumber the same nor sublet the premises, buildings, equipment or fixtures covered hereby. Lessee shall pay all gas and electric charges, water rents, License fees, taxes and other charges accruing upon or in connection with Lessee's business or property.

Lessor may enter at all reasonable times to view the state and condition of said premises, and agrees upon written notice of the need thereof to make such repairs and replacements made necessary by ordinary wear and tear. Lessee shall keep all of said premises, equipment and fixtures in a clean, safe and sanitary condition, will not permit fire hazards to exist, and will comply with all laws, ordinances, rules or regulations of constituted public authorities applicable thereto.

Upon Lessee's default or failure to perform any of the covenants or agreements of this lease, or upon the death of the Lessee, or any of them, or upon the death of any partner in a partnership Lessee herein, Lessor may forthwith declare the same at an end and immediately reenter and repossess said premises, equipment and fixtures. Termination of this lease under the provisions of this paragraph shall automatically terminate the Consignment Agreement between the parties. Termination of said Consignment Agreement by either party under the terms thereof shall terminate this lease, but Lessee shall have reasonable opportunity to remove from the premises furniture, equipment or property owned by Lessee.

Upon terminaton of this lease, Lessee shall deliver immediatepossession of said premises, equipment and fixtures in the same condition as when received, ordinary wear and tear and unavoidable damage by fire or the elements excepted.

In addition to the covenants and agreements herein contained, Lessor shall be entitled to all of the remedies incident to the relation of landlord and tenant, and Lessee hereby empowers any attorney of any Court of record to appear for him and confess judgment in ejectment in favor of Lessor with right of immediate writ of possession.

Lessee agrees to exonerate, protect, indemnify and save harmless Lessor from and against any and all losses, damages, claims or suits which may arise or grow out of any injury to or death of persons, or damage to property in any manner connected with the use and possession of said premises, equipment and fixtures by the Lessee or the operation of an business conducted by Lessee on said premises.

It is understood that if Lessor is not the owner of the premises herein leased, this lease is subject to all other terms, provisions or conditions of the lease or other arrangement under which Lessor holds the property covered hereby, and any termination of any such lease or arrangement shall terminate this lease, without any liability on the part of either party to the other.

THIS INSTRUMENT CONTAINS EACH AND EVERY AGREEMENT AND UNDERSTANDING EXISTING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS LEASE, AND NO AGENT OF THE LESSOR HAS AUTHORITY TO CHANGE, MODIFY OR ADD TO THIS LEASE, OR TO MAKE ANY OTHER OR FURTHER AGREEMENTS IN CONNECTION THEREWITH.

This Lease shall not become binding upon Lessor until signed by its President.

Executed as of the 27th day of January, 1966

Richard M. Strobel
Ronald M. Terry
Judith A. Terry
Witness as to O. J. Strobel Oil Co., Inc.
R. T. Smoak
x J. C. Cook
Witnesses as to

O. J. STROBEL OIL CO., INC.

By J. W. Strobel
President
Charles G. Crosby

326

STATE OF SOUTH CAROLINA.
COUNTY OF DORCHESTER.

PERSONALLY appeared before me Richard W. Strobel

WHO after being duly sworn states that he saw the within J.W. Strobel (Partner) of C/A/S/I/ STA #10 ~~C. J. Strobel, President of C. J. Strobel Oil Company,~~ sign, seal, and as the act and deed of the said corporation deliver the within agreement and that he with Ronald W. Terry witnessed the execution thereof.

Richard W. Strobel

SWORN to before me this
27th day of January, 1966.

Notary Public for South Carolina.

STATE OF SOUTH CAROLINA.
COUNTY OF DORCHESTER.

PERSONALLY appeared before me J. C. Cook

who after being duly sworn states that he saw the within Charles M. Crosby sign, seal, and as his act and deed deliver the within agreement for the uses and purposes therein states and that he with E. L. Smoak witnessed the execution thereof.

J. C. Cook

SWORN to befode me this
27th day of January, 1966.

Notary Public for South Carolina.

BOOK 140

Copy

J.W. Strobel - Opal Oil STA #3
~~O.J. STROBEL OIL CO., INC.~~

327

Consignment Agreement

J.W. Strobel ~~[illegible]~~ hereinafter called "Consignor", and Donald Crosby of South Jefferies Blvd, Walterboro, S.C. hereinafter called "Consignee", desiring to arrange for the sale and distribution of petroleum products at Opal STA. #3, South Jefferies Blvd, Walterboro, S.C. and vicinity, agree as follows:

Consignor shall consign and ship to Consignee stocks of gasoline, illuminating, lubricating and fuel oils, greases, and such other goods as may be agreed upon, at the filing station, operated by Consignee at said location and will fix the prices at which said products are to be sold by Consignee.

Consignee shall have charge of said stocks and be responsible for all stocks and containers shipped to him. Consignee will transmit to Consignor on the last day of each month a detailed statement of sales made and stocks and containers on hand. Consignee shall also transmit by mail to Consignor at the end of each day a statement showing sales and deliveries made by Consignee and shall remit therewith all monies received by Consignee for such sales, together with signed receipts or bills of lading for authorized credit sales.

All sales shall be for cash, provided however, credit sales may be made by Consignee for Consignor's account only after prior written authority thereafter has been obtained from, and the terms thereof have been approved in advance by, Consignor. Credit sales other than those approved and authorized as aforesaid in writing by Consignor shall be made at Consignee's risk. When credit sales are authorized, Consignee shall deliver to Consignor signed receipts for such deliveries or original bills of lading, if shipment is by rail or other common carrier.

As soon as practicable after the first day of each month, Consignor shall render a written statement to Consignee showing sales and deliveries during the preceding month, and shall remit to Consignee the net ~~[illegible]~~ DISCOUNTS earned on such sales and deliveries at the following rates:

Gasoline $.025 per gal
Kerosene $.025 per gal
Fuel Oil $.020 per gal
Automotive Lubricating Oils, 10% of invoice price, less tax
Automotive Greases, 10% of invoice price, less tax
Industrial and Technical Oils, 10% of invoice price, less tax
Industrial Greases, 10% of invoice price, less tax
Used Tires $1.00 per Tire Discount
New Tires, Accessories, Antie-Freeze, Shells, 5% of Invoice price
New Batteries, 10% Discount off Invoice price

Surge @ 60.00 —
$ 300.00
stamp 12 C

Consigned stocks shall remain the property of Consignor until sold in the regular course of business, but Consignee shall be responsible for all shortages of stock.

Authorized representatives of Consignor may inventory and inspect Consignor's property, stocks, goods and merchandise of whatever kind at any time during business hours.

Consignee shall furnish all his own helpers, and employees and shall pay all expenses, labor, contributions, assessments, taxes, fees, licenses and other costs of like nature arising out of Consignee's business and upon his property.

Consignor is interested only in results in terms of increased volume of sales of Consignor's products and the means, methods and details are left entirely to the discretion and judgement of the Consignee, who shall have entire charge and control of the management of said business for the purpose of the accomplishment of said results.

It is expressly agreed and stipulated that neither Consignee nor the employees of Consignee shall be deemed or construed to be employees of Consignor. Consignee further agrees that he will carry employer's liability, workmen's compensation and public liability insurance for himself and his employees, as far as he legally can.

Consignee is authorized to use the words "Opal Oil Station Number 3" on stationery, delivery tickets and equipment, and Consignee shall not represent himself, nor permit any of his employees to represent themselves as agent or employee of Consignor. Consignor assumes no responsibility for the acts or omissions of Consignee, his servants or employees, in the management or operation of said business, negligent or otherwise, and Consignee convenants and agrees to indemnity and hold Consignor harmless any and all such claims.

This agreement is for a period of one year from the date hereof but shall be automatically extended and renewed for successive periods of one year each, unless one of the parties hereto notifies the other in writing at least thirty (30) days in advance of the end of any such year that it does not desire to renew or extend the same. Such notice or any other notice in connection with this agreement shall be addressed to Consignor at P.O. Box 1068, Summerville, South Carolina and to Consignee at South Jefferies Blvd, Walterboro, S.C. Deposit in the United States mail of a properly addressed and stamped communication shall be deemed to be delivery to the party addressed.

If any provision of this agreement shall be breached, then the party not at fault shall have the option of immediately declaring the contract terminated.

THIS INSTRUMENT CONTAINS EACH AND EVERY AGREEMENT AND UNDERSTANDING EXISTING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACJT, AND NO AGENT OF THE CONSIGNOR HAS AUTHORITY TO CHANGE, MODIFY OR ADD TO THIS CONTRACT, OR TO MAKE ANY OTHER OR FURTHER AGREEMENTS IN CONNECTION THEREWITH.

This contract shall not be binding upon Consignor until signed by the President.

Executed as of the 27 day of Jan 1966

[illegible] Strobel
Ronald M. Terry
Judith A. Turner
Witness as to ~~O.J. Strobel Oil Co., Inc.~~ J.W. Strobel
Fred McAlen
Dick Carter
Witnesses as to Donald Crosby

~~[illegible]~~ J.W. Strobel
By J.W. Strobel
President.

Donald E. Crosby

11 am
1-27-66

DEEDS

328

J.W. Strobel - OPAL OIL STA. #3
~~J.W. STROBEL OIL CO., INC.~~

Lease of Filling Station #3

J.W. Strobel ~~J.W. STROBEL OIL CO., INC.~~, hereinafter called "Lessor", does hereby demise, let and lease to Donald Crosby of Walterboro, South Carolina, hereinafter called "Lessee," the following described property in the City or Town Walterboro, County of Colleton State of South Carolina together with all improvements, equipment and fixtures located thereon:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being at West side of South Jefferies Blvd. in Colleton County, Town of Walterboro, State of South Carolina, known and located there on as Opal Filling station number three.

TO HAVE AND TO HOLD, the said property for a period of one (1) year from the date hereof, but shall be automatically extended and renewed for successive pedlods of one (1) year each, unless one of the parties hereto notifies the other in writing at least thirty (30) days in advance of the end of any such year that it does not desire to renew or extend the same. Such notice or any other notice in connection with this agreement shall be addressed to Lessor at Summerville, South Carolina, and to Lessee at Opal STA #3, South Jefferies Blvd, Walterboro, South Carolina Deposit in the United States mail of a properly addressed and stamped communication shall be deemed to be delivery to the party addressed. Lessee agrees to pay the sum of Five and No/100 .....dollars ($5.00) monthly in advance as rental for said premises, equipment and fixtures during the term of this lease, and any extension or renewals thereof. The first payment of $5.00, having been made on the date of this lease and the sum of $5.00 shall be payable on the first day of each succeeding month.

Lessee has examined and is familiar with the condition of the premises, buildings, equipment and fixtures located thereon and agrees that they are received in good order and condition without warranty by Lessor as to the condition or repair thereof.

Said premises shall be used for the storage, handling and retail selling of petroleum products and other merchandise, but Lessee may make such other lawful use of the same as will not interfere with such primary use.

Lessee will not permit or suffer waste or damage to said premises, nor permit the same to be used for any illegal or immoral purpose.

Lessee will make no alterations, additions or changes to the buildings, structures, equipment, or fixtures on said property, and will not paint or repaint the buildings, or any of the structures, equipment or fixtures without first obtaining written consent of the Lessor.

This lease shall not be assigned, by operation of law or otherwise; Lessee shall not mortgage or encumber the same nor sublet the premises, buildings, equipment or fixtures covered hereby. Lessee shall pay all gas and electric charges, water rents, License fees, taxes and other charges accruing upon or in connection with Lessee's business or property.

Lessor may enter at all reasonable times to view the state and condition of said premises, and agrees upon written notice of the need thereof to make such repairs and replacements made necessary by ordinary wear and tear. Lessee shall keep all of said premises, equipment and fixtures in a clean, safe and sanitary condition, will not permit fire hazards to exist, and will comply with all laws, ordinances, rules or regulations of constituted public authorities applicable thereto.

Upon Lessee's default or failure to perform any of the covenants or agreements of this lease, or upon the death of the Lessee, or any of them, or upon the death of any partner in a partnership Lessee herein, Lessor may forthwith declare the same at an end and immediately reenter and repossess said premises, equipment and fixtures. Termination of this lease under the provisions of this paragraph shall automatically terminate the Consignment Agreement between the parties. Termination of said Consignment Agreement by either party under the terms thereof shall terminate this lease, but Lessee shall have reasonable opportunity to remove from the premises furniture, equipment or property owned by Lessee.

Upon termination of this lease, Lessee shall deliver immediatepossession of said premises, equipment and fixtures in the same condition as when received, ordinary wear and tear and unavoidable damage by fire or the elements excepted.

In addition to the covenants and agreements herein contained, Lessor shall be entitled to all of the remedies incident to the relation of landlord and tenant, and Lessee hereby empowers any attorney of any Court of record to appear for him and confess judgment in ejectment in favor of Lessor with right of immediate writ of possession.

Lessee agrees to exonerate, protect, indemnify and save harmless Lessor from and against any and all losses, damages, claims or suits which may arise or grow out of any injury to or death of persons, or damage to property in any manner connected with the use and possession of said premises, equipment and fixtures by the Lessee or the operation of an business conducted by Lessee on said premises.

It is understood that if Lessor is not the owner of the premises herein leased, this lease is subject to all other terms, provisions or conditions of the lease or other arrangement under which Lessor holds the property covered hereby, and any termination of any such lease or arrangement shall terminate this lease, without any liability on the part of either party to the other.

THIS INSTRUMENT CONTAINS EACH AND EVERY AGREEMENT AND UNDERSTANDING EXISTING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS LEASE, AND NO AGENT OF THE LESSOR HAS AUTHORITY TO CHANGE, MODIFY OR ADD TO THIS LEASE, OR TO MAKE ANY OTHER OR FURTHER AGREEMENTS IN CONNECTION THEREWITH.

This Lease shall not become binding upon Lessor until signed by its President.

Executed as of the 27 day of Jan 1966

Witness as to ~~J.W. STROBEL OIL CO., INC.~~ J.W. Strobel

Witnesses as to Donald Crosby

~~J.W. STROBEL OIL CO., INC.~~ J.W. Strobel

By J.W. Strobel President.

Donald E. Crosby

329

STATE OF SOUTH CAROLINA.
COUNTY OF DORCHESTER.

PERSONALLY appeared before me Richard W. Strobel

WHO after being duly sworn states that he saw the within J.W. Strobel owner of Oil Oil Sta #3 ~~O. J. Strobel, President of O. J. Strobel Oil Company, Inc.~~, sign, seal, and as the act and deed of the said corporation deliver the within agreement and that he with Ronald M. Terry witnessed the execution thereof.

Richard W. Strobel

SWORN to before me this

27th day of January, 1966

Buddy Tamar Ford
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA.
COUNTY OF DORCHESTER.

PERSONALLY appeared before me Fred McAbee

who after being duly sworn states that he saw the within Donald Crosby

sign, seal, and as his act and deed deliver the within agreement for the uses and purporses therein states and that he with W. W. Carter witnessed the execution thereof.

Fred McAbee

SWORN to befode me this

27th day of January, 1966

Buddy Tamar Ford
Notary Public for South Carolina.

330

BOOK 140

4331

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

RIGHT OF WAY AGREEMENT

Indenture made this 31st day of January 1966 by and between Francis W. Varnadoe and hereinafter known as the Grantor, and Franklin D. Varnadoe hereinafter known as the Grantee.

That in consideration of Five and no/100 ---------- _____ Dollars, grantor Hereby grants with general warranty to grantee, his heirs and assigns, a right of way of the width of Twenty (20) feet, said right of way to be used as a road from that certain tract of land owned by grantee, containing three (3) acres, and extending over the tract of land owned by grantor., until it reaches that certain tract of land owned by grantee.

Said right of way enters granters land on the southern end of said thirty-one (31) acre tract and extends all the way across grantors land in an easterly direction until it reaches grantees tract.

Reference may be had to plat as recorded in Plat Book 11, page 223 in the Clerk of Courts Office for Colleton County. Said plat shows the right of way extending from that certain three (3) acre tract designated as Tract No. 5 and crosses Tract No. 2 entering Tract No. 3.

IN WITNESS WHEREOF THE PARTIES hereto have set their hands and seals this 31st day of January, 1966.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Marguerite S. Kinard
Osborne H. Rhodes

Francis W Varnadoe
Franklin D Varnadoe

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Marguerite S. Kinard, and made oath that she saw the within named Francis W. Varnadoe and Franklin D. Varnadoe, sign, seal and as their act and deed, deliver the within written Right of Way Agreement, for the uses and purposes therein mentioned, and that she with Osborne H. Rhodes, witnessed the execution thereof.

Sworn to before me this 31st day of January, 1966.

Marguerite S Kinard

Osborne H Rhodes (L.S.)
NOTARY PUBLIC OF SOUTH CAROLINA

3 PM
1-31-66

DEEDS

339A

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

RIGHT OF WAY AGREEMENT

Indenture made this 31st day of January 1966 by and between Francis W. Varnadoe and hereinafter known as the Grantor, and Franklin D. Varnadoe hereinafter known as the Grantee.

That in consideration of Five and no/100 ---------- Dollars, grantor hereby grants with general warranty to grantee, his heirs and assigns, a right of way of the width of Twenty (20) feet, said right of way to be used as a road from that certain tract of land owned by grantee, containing three (3) acres, and extending over the tract of land owned by grantor., until it reaches that certain tract of land owned by grantee.

Said right of way enters grantors land on the southern end of said thirty-one (31) acre tract and extends all the way across grantors land in an easterly direction until it reaches grantees tract.

Reference may be had to plat as recorded in Plat Book 11, page 223 in the Clerk of Courts Office for Colleton County. Said plat shows the right of way extending from that certain three (3) acre tract designated as Tract No. 5 and crosses Tract No. 2 entering Tract No. 3.

IN WITNESS WHEREOF THE PARTIES hereto have set their hands and seals this 31st day of January, 1966.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[signature]
[signature]

[signature]
[signature]

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Marguerite S. Kinard, and made oath that she saw the within named Francis W. Varnadoe and Franklin D. Varnadoe, sign, seal and as their act and deed, deliver the within written Right of Way Agreement, for the uses and purposes therein mentioned, and that she with Osborne H. Rhodes, witnessed the execution thereof.

Sworn to before me this 31st day of January, 1966.

[signature] (L.S.)
NOTARY PUBLIC OF SOUTH CAROLINA

[signature]

3 Cm
1-31-66

BOOK 140

May Perkins 140 x 332

332

INDENTURE, made this 1st day of October, 1965
by and between Novit, Skardon, Fishburne & McLeod
P.O. Box 80, Walterboro, S.C.
of the Town
of Walterboro County of Colleton and State of South Carolina,
hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, owning a tract or development known as Forest Hills Subdivision - Addition - "700 Block"
situate in the County of COLLETON, State of South Carolina, shown on a certain plat or various plats filed or to be filed in the office of the Clerk of said County and generally described as being a subdivision located in Walterboro, S.C. near Churchill Road and Camellia Drive as shown on a plat made by S.S. Sneak, Reg. Land Surveyor, dated Aug. 19, 1965.

The grantor hereby grants and conveys to Grantee, its successors and assigns the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain upon, over, along and across any and all property lines as indicated on the plat referred to above, and upon, over, along and across any and all streets, alleys, roads or other public ways or places of the said development now existing or hereafter laid out, various pole lines with such wires, cross arms, guy wires, push braces and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business or that of municipal or private communication systems, together with the right of ingress, egress, and access to and from such right of way as may be necessary or convenient for the purposes connected therewith.

Together with the right, from time to time, to install guy wires upon lots in said development near the lot lines, to overhang lots with conductors, cross arms and service wires with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within ten (10) feet of any wire strung on said lines; provided, however, any damage to the property of Grantors (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee, provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the above specified number of feet of any wire strung on the said lines, and in case such structure is built, then the Grantor, or such successor and assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of the Grantee herein.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

Mary Skardon Fishburne as to Seal

Alton L. Wortis

A.N. Williams

by J.E. Fishburne, Jr. (Seal)

NOVIT, SKARDON, FISHBURNE & McLEOD (Seal)

by L.G. Fishburne, Land Agent (Seal)

L. G. Fishburne (Seal)

Recorded 2/2/66 9 A. M.

333

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Alton G. Bostic and made oath that he saw the within named L. G. Fishburne, Agent for Novit, Skardon, Fishburne, and McLeod, sign, seal and as his act and deed deliver the within instrument for the uses and purposed therein mentioned, and that he with A. W. Williams in the presence of each other, witnessed the due execution thereof.

SWORN to before me this 11th
day of January A. D. 1966.

Alton G. Bostic

J. C. Schilto, Notary Public for S. C.

3111

324

Form 401

The State of South Carolina

COUNTY OF COLLETON
Road Route No. 67 Docket Project No. 15.204

Deed to Right-of-Way

Approx. survey station, from 22/50 to 34/15 Lft.

KNOW ALL MEN BY THESE PRESENTS, That I (or we) T.H.HYDRICK
RUFFIN, S.C.

in consideration of the sum of One Dollar, to me (or us) in hand paid, and other valuable consideration at and before sealing and delivering thereof, by the South Carolina Highway Department, receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell, and release, unto the said South Carolina Highway Department, its successors and assigns, a right-of-way for the

construction of a section of the State Highway from U.S. ROUTE 21 NORTH
Name of Place

to ROAD 24 NEAR SMOAKS on Route No. RD.67 State and
Name of Place

County aforesaid, as shown by plans prepared by the State Highway Department, on and over all lands which I (or we) may own in whole or in part, for the purpose of locating, constructing, improving, and maintaining the above described highway with the bridges and causeways thereon. Bounded

by lands of BUCKHEAD METHODIST CHURCH ON SOUTH WEST
EST
Show only the Land Owners along the Highway.
D.E.APPLEBY ON NORTH EAST and others

Said right-of-way to have a width of 66 feet, that is 3335 feet on each side of the center line of the Highway except where a greater width is necessarry for short distances on account of large cuts or fills.

"Special Provisions" This deed conveys the right to dig
an out fall ditch at station 27+70 left
said ditch to be kept clean at all times
so that water will not accumulate on
Grantors property. That fence along ditch
bank, be moved and replaced

Together with all and singular, the rights members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other constructions will not be erected by me (or us) my heirs, assigns or administrators within the limits of the right-of-way herein conveyed and that such buildings and fences as are now within the limits of the right-of-way herein conveyed will be moved from the right-of-way and restored in as good condition as before moving at the expense of the State Highway Department of the State of South Carolina.

TO HAVE AND TO HOLD, all and singular, the said right-of-way and the rights hereinbefore granted, unto the said South Carolina State Highway Department, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand and seal this 12th day of FEBRUARY in the year of our Lord, One Thousand Nine Hundred and FIFTY FOUR

Signed, sealed and delivered in the presence of:

J. H. Saye
L. M. Yelton

T. H. Hydrick (L. S.)
T. H. Hydrick

NOTE: All Right-of-Way Agreements must be in writing and are subject to rejection by the South Carolina State Highway Department.

The State of South Carolina

COUNTY OF COLLETON

Personally appeared L.M.YELTON

and made oath that he saw the within named T.H.HYDRICK
Print or Typewrite Name.

sign, seal and, as his act and deed, deliver the within written Deed; and that he with J.H.SAYE witnessed the execution thereof.

Sworn to before me this 12th day of FEBUARY A. D., 1954

J. H. Saye (L. S.)
Notary Public for S.C.

L. M. Yelton
Witness sign here.

Recorded 2/1/66 9 A. M.

336

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

TIMBER SALE CONTRACT

This Contract is hereby entered into and between E.M. Spell, Cottageville, South Carolina, hereinafter referred to as the Seller, and Walterboro Veneer Company, Inc., P.O. Box 616, Walterboro, South Carolina, hereinafter referred to as the Buyer.

WITNESSETH:

The Seller agrees to sell and the Buyer agrees to buy for the sum of Ten Thousand Two Hundred Eighty-four and 60/100 ($10,284.60) Dollars, all pine trees measuring ten (10") inches and up DBH and all hardwood measuring twelve (12") inches and up DBH, located on the following described property:

All that certain piece, parcel or tract of land, situate, lying and being in Sheridan Township, in the County of Colleton, State of South Carolina, containing Three Hundred Seventy-five (375) acres, more or less, and bounded as follows: On the North by lands of B.R. Smith, lands of Murphy Spell, lands of P.D. Ackerman, lands now or formerly of B.H. Willis, and lands of Atlantic Life Insurance Company; on the East by lands now or formerly of B.H. Willis; on the South and Southeast by lands of the Estate of Allen Ackerman and lands of the Estate of Charlie Spell; on the Southwest by lands of the Estate of John Mitchell and lands of Eddie Jones; and on the West by a County road; as shown on plat prepared by Nelly J. Smith, Registered Land Surveyor, of date October 1953.

This contract shall be subject to the following terms and conditions:

1. Buyer shall pay to the Seller Ten Thousand Two Hundred Eighty-four and 60/100 ($10,284.60) Dollars, the sale price in full at the time the contract is executed.

2. The Seller grants two years (24 months) from the date of this contract to cut and remove the purchased timber.

3. The Seller guarantees the right of ingress and egress over and across his property to cut and remove the purchased timber.

4. The Seller guarantees that he has a clear title to the timber in this sale and the land on which it stands, except mortgage to Federal Land Bank of Columbia.

5. Buyer shall be responsible for any damage or financial loss to remaining timber or young trees caused by any fire caused by the Buyer, his equipment or employees or any of his contractors, their employees or equipment; and Buyer further is responsible for fences and gates and will replace same if destroyed.

6. Buyer agrees to keep all gates closed.

7. All tops resulting from the cutting of these trees shall remain the property of the Seller.

8. The Seller reserves the right to stop the cutting if his forester finds any part of this contract being violated by the Buyer or his contractor.

9. The Buyer agrees to keep the damage to unmarked timber and young unmerchantable trees at a minimum necessary to carry out logging.

To all of the above, we hereby bind ourselves, our heirs, executors, administrators, successors, or assigns, as the case may be, this 22nd day of January 1966.

Recorded February 1, 1966

11 A. M.

337

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Thomas M. Howell, Jr.

Janeal Steltzer

E.M. Spell - Seller

WALTERBORO VENEER COMPANY, INC.

BY: Jim McMillan
Buyer Jim McMillan

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF COLLETON)

PERSONALLY appeared before me Janeal Steltzer and made oath that she saw the within named E.M. Spell and Walterboro Veneer Company, Inc. by Jim McMillan sign, seal and deliver the within written Timber Sale Contract, and that she with Thomas M. Howell, Jr. witnessed the execution thereof.

SWORN to before me this
22nd day of January, 1966.
Thomas M. Howell, Jr.
Notary Public for South Carolina (SEAL)

Janeal Steltzer
Janeal Steltzer

STATE OF SOUTH CAROLINA)
) RENUNCIATION OF DOWER
COUNTY OF COLLETON)

I, Thomas M. Howell, Jr., a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Louise P. Spell wife of the within named E.M. Spell did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Walterboro Veneer Company, Inc., its successors and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal, this
22nd day of January, 1966.

Louise P. Spell
Louise P. Spell

Notary Public for South Carolina (SEAL)
Thomas M. Howell, Jr.

Stamps - Fed. - $11.55

Stamps - S. C. - $21.00

Recorded February 1, 1966

11 A. M.

BOOK 140

339

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady Denmark 115 KV

ACCT. NO. 1190

CHECK NO. D-311 February 1 1966

The undersigned hereby acknowledge receipt of timely payment of Eight Hundred and Two Dollars, ($800.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 9, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Inez M. Steedley

Shealy G. Randall

Wheeler M. Steedley (SEAL)

Wheeler M. Steedley (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Inez M. Steedley

and made oath that She saw the within named Wheeler M. Steedley

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that She with Shealy G. Randall in the presence of each other, witnessed the due execution thereof.

Inez M. Steedley

Sworn to before me this 1st day of February, 1966

Shealy G. Randall
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19__

_____ (L. S.)

Notary Public For SC

2-7-66

Form RW-3-SC-3-61

DEEDS

BOOK 140

348

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Ravenel

ACCT. NO. 1190

CHECK NO. D-312

February 1 19 66

The undersigned hereby acknowledge receipt of timely payment of _____

Eight Hundred and Ten Dollars, ($ 800.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 26 19 65 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mamie C. Smoak

Shealy E. Henderson

A. L. Smoak Jr. (SEAL)

A. L. Smoak, Jr. (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me Mamie C. Smoak

and made oath that She saw the within named A. L. Smoak Jr.

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that She with Shealy E. Henderson in the presence of each other, witnessed the due execution thereof. Mamie C. Smoak

Sworn to before me this 1st day of February 1966

Shealy E. Henderson

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____ }

_____ (L. S.)

Notary Public For _____

2-7-66

Form RW-3-SC-3-61

DEEDS

BOOK 140

344

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Denmark 115KV

ACCT. NO. 1190

CHECK NO. D-309

February 1, 1966

The undersigned hereby acknowledge receipt of timely payment of Two Hundred Fifty and 94/100 Dollars, ($250.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 18th, 1966, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

X Harold LaMunion

Shealy G. Pendarvis

X W. B. Kinsey (SEAL)

W. B. Kinsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Harold LaMunion and made oath that he saw the within named W. B. Kinsey sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

Shealy G. Pendarvis

Sworn to before me this 1st day of February, 1966

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19__

(L. S.)

Notary Public For _____

2-7-66

Form RW-3-SC-3-61

DEEDS

BOOK 140

542

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Denmark 100

ACCT. NO. 1190

CHECK NO. D-310

February 1 1966

The undersigned hereby acknowledge receipt of timely payment of One Hundred and 00/100 Dollars, ($100.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 9th, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Gladys S. Goodwin

Shealy G. Pendarvis

I W Goodman (SEAL)

I. W. Goodman (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Gladys S. Goodwin

and made oath that she saw the within named I. W. Goodwin

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof. Gladys S. Goodwin

Sworn to before me this 1st day of February 1966

Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19__ }

_____ (L. S.)

Notary Public For 2 Pm

2-7-66

Form RW-3-SC-3-61

BOOK 140

3483

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Denmark 115 KV

ACCT. NO. 1190

CHECK NO. D 307

February 1, 1966

The undersigned hereby acknowledge receipt of timely payment of Two Hundred Fifty and 00/100 Dollars, ($250.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated September 3, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

E. B. Hubster

Shealy G. Rendon

(Mrs. E. B. Hubster) (SEAL)

Lennie S. Hubster (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me E. B. Hubster

and made oath that he saw the within named Mrs. E. B. Lennie S. Hubster

sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Rendon in the presence of each other, witnessed the due execution thereof. E. B. Hubster

Sworn to before me this 1st day of February, 1966

Shealy G. Rendon
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19__

_____ (L. S.)

Notary Public For _____

Form RW-3-SC-3-61

Feb 7 - 66

DEEDS

BOOK 140

344

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Pennock 115 KV

ACCT. NO. 1190

CHECK NO. D-308

February 1, 1966

The undersigned hereby acknowledge receipt of timely payment of

One Thousand & no/100 Dollars, ($1000.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated October 18, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Spencer E. Henderson

Shealy E. Henderson

David E. Sauls, Jr. (SEAL)

David E. Sauls, Jr. (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Spencer E. Henderson

and made oath that he saw the within named David E. Sauls, Jr.

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy E. Henderson in the presence of each other, witnessed the due execution thereof. Spencer E. Henderson

Sworn to before me this 1st day of February 1966.

Shealy E. Henderson
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19____

_____
Notary Public For _____

2-7-66

Form RW-3-SC-3-61

345

Form 26-6338a—Apr. 1962
Section 1810, Title 38 U.S.C.

SOUTH CAROLINA

Know all Men by These Presents, that W. J. DRIVER, as Administrator of Veterans' Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D.C., hereinafter called Grantor, in consideration of

FOUR THOUSAND AND EIGHT and 26/100 ($4,008.26) DOLLARS

to him in hand paid by

JAMES M. HOATS AND PHOEBE HOATS

whose address is Airport Heights, Walterboro, South Carolina

in the State of South Carolina, hereinafter called Grantee(s), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee(s), the following described property situated in the county of Colleton South Carolina, to wit:

All that piece, parcel or lot of land, situate, lying and being in Airport Heights Subdivision, County of Colleton, in the State of South Carolina, known and designated as Lot No. 11 of Airport Heights Subdivision, measuring Seventy-five (75) feet on the Northern line and bounded on the North by Lot No. 17 of Cook Realty and Construction Company; measuring One Hundred (100) feet on the Eastern line and bounded on the East by Lot No. 12 of Cook Realty and Construction Company; measuring Seventy-five (75)feet on the Southern line and bounded on the South by Converse Street and measuring One Hundred (100) feet on the Western line and bounded on the West by property formerly of July Campbell. Said lot is more particularly shown and designated on plat of Harry E. Fripp, Registered Surveyor, of date August 1946.

This is the same property conveyed to the Administrator by deed dated November 23, 1949, and recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Deed Book 103, at page 247.

Recorded February 7, 1966 5 P. M.

Cont —>

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Together with all and singular, the improvements thereon and the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the property before mentioned unto the said Grantee(s) and to the Heirs and Assigns of said Grantee(s), forever.

Grantor and his successors in such office, as such, shall warrant and defend the said property against every person lawfully claiming, or to claim, the same or any part thereof by, through or under Grantor.

IN WITNESS WHEREOF, Grantor, on the 27th day of January, A.D. 1966, has caused this instrument to be signed and sealed in his name and on his behalf by the undersigned Loan Guaranty Officer, being thereunto duly appointed, qualified and acting pursuant to sections 212 and 1820 of title 38, U.S. Code, and section 36: 4342 of the Regulations pursuant thereto, as amended, and who is authorized to execute this instrument.

W. J. Driver [SEAL]

W. J. DRIVER

As Administrator of Veterans' Affairs.

By John I. Findley [SEAL]

JOHN I. FINDLEY

Loan Guaranty Officer.

SIGNED, SEALED, AND DELIVERED IN PRESENCE

Lattie H. Wingard

Marshall G. Ligon

Authorization recorded in vol. ..... of the ..... Records of the county in which the above-described property is situated, at page .....

Recorded 2/7/66 5 P. M.

Cont'd

DEEDS

STATE OF SOUTH CAROLINA,
COUNTY OF RICHLAND } ss:

Personally appeared before me Lattie H. Wingard and made oath that she saw JOHN I. FINDLEY, as Loan Guaranty Officer of the Veterans Administration, sign the name and affix the seal of the within named W. J. DRIVER, as Administrator of Veterans' Affairs, and as the act and deed of said Administrator deliver the within written deed for the uses and purposes therein mentioned, and that he, with Marshall G. Ligon, in the presence of each other, witnessed the due execution thereof.

Lattie H. Wingard

Sworn to before me this 27th day of January, 19 66.

Marshall G. Ligon [L.S.]

MARSHALL G. LIGON
Notary Public, South Carolina.

*NOTE.—PRINT, TYPEWRITE, OR STAMP names of Administrator of Veterans' Affairs and Loan Guaranty Officer; also names of witnesses and notary public immediately underneath such signatures.

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

ADMINISTRATOR OF VETERANS' AFFAIRS
TO
JAMES H. BOATS AND PHOEBE BOATS

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the day of , 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions for County, S.C.

I hereby certify that the within Deed has been this day of , A.D. 19 , Recorded in Book of Deeds, page

, Auditor

County.

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STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

ASSIGNMENT

FOR VALUE RECEIVED, the receipt whereof is hereby acknowledged, I, Ernest Gilbert, do hereby set over, transfer and assign unto J. W. Baggett and Iola C. Baggett, their heirs and assigns, all my right, title and interest in and to, and as cancellation thereof, that certain Bond for Title of J. W. Baggett and Iola C. Baggett to Ernest Gilbert, dated 30 November 1964, recorded 30 November 1964, in Deed Book 137, at page 75, in the office of the Clerk of Court for Colleton County, South Carolina.

WITNESS my hand and seal this _____ day of December 1965.

IN THE PRESENCE OF:

Mildred W. Frank

J. W. Frank Jr.

Ernest Gilbert (L.S.)
Ernest Gilbert

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me Mildred W Frank and made oath that he saw the within named Ernest Gilbert sign, seal and as his act and deed, deliver the within written Assignment; and that She with J. W. Frank Jr. witnessed the execution thereof.

SWORN to before me this
8 day of ~~December~~ Feb 1966.

J. W. Frank Jr.

Ruth P. Jelley (L.S.)
Notary Public for South Carolina

2R
2-12-66

DEEDS

358

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

ASSIGNMENT

FOR VALUE RECEIVED, the receipt whereof is hereby acknowledged, I, Ernest Gilbert, do hereby set over, transfer and assign unto J. W. Baggett and Iola C. Baggett, their heirs and assigns, all my right, title and interest in and to, and as cancellation thereof, that certain Bond for Title of J. W. Baggett and Iola C. Baggett to Ernest Gilbert, dated 30 November 1964, recorded 30 November 1964, in Deed Book 137, at page 75, in the office of the Clerk of Court for Colleton County, South Carolina.

WITNESS my hand and seal this _____ day of December 1965.

IN THE PRESENCE OF:

[signature] [signature] (L.S.)
Ernest Gilbert

[signature]

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me [signature] and made oath that he saw the within named Ernest Gilbert sign, seal and as his act and deed, deliver the within written Assignment; and that he with _____ [signature] witnessed the execution thereof.

SWORN to before me this
8 day of December 1965.

[signature]

[signature] (L.S.)
Notary Public for South Carolina

2 - 12 - 66

BOOK 140

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STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

LEASE AGREEMENT

Indenture made this 1st day of January 1966, by and between Lonnie Koger hereinafter called the Lessor which expression shall be taken to include his heirs, executors, administrators and assigns and Ray H. Thompson of Walter boro, S. C., hereinafter called the Lessee, which expression shall be taken to include his heirs and executors and administrators, WITNESSETH:

Lessor does hereby lease unto Lessee the folbwing described tract of land, same being an eighty (80) acre field and described as follows:

All that piece, parcel or tract of land, located in Colleton County, near Hendersonville, S. C., measuring and containing eighty (80) acres, more or less, and being bounded as follows: On the North by William Furniture Company: On the East by William Furniture Company; On the South by U. S. Highway No. 15: and on the West by Lockhart Davis.

The above described eighty acre tract of land is a portion of that 126 acre tract owned by me.

TO HAVE AND TO HOLD the above leased premises unto the Lessee, his heirs and assigns for the period from January 1, 1966 to December 31, 1966, and the further right of an additional year provided the lessee desires same for the same sumof money, said amount being Eight Hundred and no/100 ($800.00) Dollars per year. The rental per year being $800.00 per year.

The Lessor agrees with the Lessee that the Lessee paying and performing and observing the agreements herein contained may peaceably hold the said premises during the said term without interruption by the Lessor or any person claiming under him.

IN WITNSS WHEREOF, the parties hereto have set their hands and seals this 1st day of January, 1966.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Lonnie (J.C.) Koger

Lonnie (J.C.) Koger, Lessor

Marguerite S. Kinard

Osborne N Rhodes

Ray H Thompson

Ray H. Thomspon, Lessee

STATEOF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me Marguerite S. Kinard, and made oath that

11 am

2-8-66

-1-

5-8-44

11 am

Territorially entered herein as Benjamin B. Blount, and made Master this
day

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Ramah H. Thompson, Trustee

TO: Jennie (J.C.) Porter, Trustee

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

IN WITNESS WHEREOF, the Grantor hereto have set their hands and seals
this 1st day of January, 1944.

Interest shall thereon from date.

the Trustee agrees with the Grantee that the Trustee will hold the said
premises subject to the said trusts without interest by the Grantor or any
one claiming under the said Grantor.

And the Grantor for himself, his heirs, executors and administrators, does
hereby covenant with the Grantee that the Grantee shall quietly enjoy the
said premises against all persons lawfully claiming or to claim the same.

And the Grantor for himself, his heirs, executors and administrators, does
hereby covenant with the Grantee that the Grantee shall have the right to
convey the said premises in fee simple or for any lesser estate, and that
the Grantee shall not be required to see to the application of the purchase
money.

(SEAL)

STATE OF SOUTH CAROLINA)
) TRANSCRIPT
COUNTY OF COLLETON) OF RECORD

Indenture made this 1st day of January, 1944, by and between Jennie Porter
Thompson, Trustee, of the first part, and Ramah H. Thompson of Walterboro,
S. C., hereinafter called the Trustee, which expression shall be taken to
include his heirs and executors and administrators, WITNESSETH:

That the said party of the first part, for and in consideration of the sum
of Ten ($10.00) Dollars and other valuable consideration to him in hand
paid at and before the sealing and delivery of these presents, the receipt
whereof is hereby acknowledged, has granted, bargained, sold and released,
and by these presents does grant, bargain, sell and release unto the said
party of the second part, his heirs and assigns forever:

All that piece, parcel or tract of land, located in Colleton County,
South Carolina, containing one hundred and forty-nine (149) acres,
more or less, and being bounded as follows: On the North by William
Thompson; on the East by William Thompson; on the South by Jacobus
Porter; and on the West by Jacobus Porter.

The above described lands are those lands as a portion of those
lands conveyed to me.

TO HAVE AND TO HOLD the above granted premises unto the Grantee, his
heirs and assigns for the period from January 1, 1944 to December 31, 1953,
and the Trustee hereby is to be additionally vested with power to sell
and convey the said premises or any part thereof, and to reinvest the
proceeds of sale in such other real estate as the Trustee may deem
proper, but the Trustee shall not be required to see to the application
of such purchase money.

The Trustee agrees with the Grantor that the Trustee will pay over the
net income arising from the said premises to the Grantor or his
assigns quarterly during the said term. The Trustee further agrees that
at the end of the said term he will convey the said premises to the
Grantor or his assigns.

IN WITNESS WHEREOF, the Grantor hereto have set their hands and seals
this 1st day of January, 1944.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Jennie (J.C.) Porter, Trustee

Ramah H. Thompson, Trustee

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me Benjamin B. Blount, and made oath that

DEEDS

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that she saw the within named Lonnie Koger and Ray H. Thompson, sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she with Osborne H. Rhodes, witnessed the execution thereof.

Sworn to before me this 1st day of January, 1966.

Marguerite S Kinard

Osborne H Rhodes (L.S.)
NOTARY PUBLIC OF SOUTH CAROLINA

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that she saw the within named Lonnie Roper and Ray H. Thompson, sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that she with Osborne H. Rhodes, witnessed the execution thereof.

Sworn to before me this 1st day of January, 1966.

Margaret B Thomas

Barbara M Rhodes (L.S.)
NOTARY PUBLIC OF SOUTH CAROLINA

BOOK 140

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Denmark 115KV

T. NO. 1190

K NO. D-313

February 14 1966

The undersigned hereby acknowledge receipt of timely payment of One Hundred Fifty and 00/100 Dollars, ($150.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 16th 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mamie C. Smoak

Shealy G. Pendarvis

J. Kline Strickland (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me Mamie C. Smoak

and made oath that she saw the within named J. Kline Strickland

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof. Mamie C. Smoak

Sworn to before me this 14th day of February 1966

Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19__

_____ (L. S.) 12

Notary Public For _____

2-15-66

Form RW-3-SC-3-61

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BOOK 140

Position 8

Form FHA 443–1
(Rev. 6–2–64)

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UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

OPTION TO PURCHASE REAL PROPERTY

In consideration of the sum of $ 1.00 in hand paid and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned (herein called the "Seller"), who covenants that he is the owner thereof, hereby, for himself and his heirs, executors, administrators, successors and assigns, offers and agrees to sell and convey to

David R. Trippe, Star Route, Shallotte, North Carolina

(Name and Address)

(hereinafter called the "Buyer"), and hereby grants to the said Buyer the exclusive and irrevocable option and right to purchase, under the conditions hereinafter provided, the following-described property, located in Colleton County, State of South Carolina:

(Insert here full and complete legal description of the property including any water rights and water stock being purchased)

All that piece, parcel or tract of land, situate in Bells Township, Colleton County, S. C., made up of two (2) tracts, containing two hundred thirty three and sixteen hundredths (233.16) acres, more or less, and bounded: North by Givens; East by lands of Hutson and of Getsinger; South by public road from Walterboro to Barnwell; and on West by lands of Varn. All in accordance with plat of McCrady Brothers of date December 12, 1921.

Also, All that piece, parcel or tract of land containing eighteen (18) acres, more or less, situated in Colleton County, S. C. and being bounded as follows: On the North by lands of C. L. Givens; On the South by S. C. Highway No. 63; On the East by lands of J. A. Trippe; and on the West by lands of W. L. Ham, formerly John C. Crosby and lands of John C. Crosby.

Said tract of land more specifically described by reference to plat of S. S. Snook dated 11/1/45. Said tract cut off of an 89 acre tract of land.

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2-15-66

(over)

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BOOK 140

Form FHA 443–1
(Rev. 6–2–64)

Position 8

354

UNITED STATES DEPARTMENT OF AGRICULTURE
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Said tract of land more specifically described by reference to plat of S. S. Snook dated 11/1/45. Said tract cut off of an 89 acre tract of land.

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2-15-66

(over)

FHA 443–1 (Rev. 6–2–64)

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The title to said property is to be conveyed free and clear of all encumbrances except for the following reservations, exceptions and leases, and no others: None

(Insert here a full statement of all reservations, exceptions and leases, including in the case of leases, the date of the termination of the lease, the correct name(s) and address(es) of the lessee(s) and, if recorded, the place of recordation)

None

2. This option is given to enable the Buyer to obtain a loan insured or made by the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, and its duly authorized representatives, (hereinafter called the "Government"), for the purchase of said property. It is agreed that the Buyer's efforts to obtain a loan constitute a part of the consideration for this option.

3. The total purchase price for said property is $ ~~40,000.00~~ 40,000.00 ; said amount includes the $ 1.00 mentioned in paragraph 1.

4. The Seller agrees to pay all expenses of title clearance including, if required, abstract or certificate of title or policy of title insurance, continued down to the date of acceptance of this option and thereafter continued down to and including date of recordation of the deed from the seller to the Buyer, costs of survey, if required, and attorney's fees; and the Seller agrees that, except as herein provided, all taxes, liens, encumbrances or other interests in third persons will be satisfied, discharged, or paid by him including stamp taxes and other expenses incident to the preparation and execution of the deed and other evidences of title. Title evidences will be obtained from persons and be in such form as the Government shall approve.

(Strike inapplicable language above or insert herein any different agreement regarding the paying of title clearance charges)

Purchaser to pay all title clearance, etc.

5. The Seller also agrees to secure for the Buyer, from the records of the County Agricultural Stabilization and Conservation Committee, aerial surveys of the property when available, all obtainable information relating to allotments and production history and any other information needed in connection with the consideration of the proposed purchase of the property.

6. The Seller further agrees to convey said property to the Buyer by general warranty deed (except where the law provides otherwise for conveyances by trustees, officers of courts, etc.) in the form, manner and at the time required by the Government, conveying to the Buyer a valid, unencumbered, indefeasible fee-simple title to said property meeting all requirements of the Government; that the purchase price shall be paid at the time of recording such deed; and that said lands, including improvements, shall be delivered in the same condition as they now are, customary use and wear excepted.

7. Taxes, water assessments and other general and special assessments of whatsoever nature for the year in which the closing of the transaction takes place shall be prorated as of the date of the closing of the transaction, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to be the calendar year. If the closing of the transaction shall occur before the tax rate is fixed, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

(Insert here any different tax agreement)

8. This option may be exercised by the Buyer, at any time while the offer herein shall remain in force, by mailing, telegraphing or delivering in person a written notice of acceptance of the offer herein to J. A. Tripp, at Rt. 2, in the city of Ruffin, County of Colleton, State of South Carolina.

The offer herein shall remain irrevocable for a period of six (6) months from the date hereof and shall remain in force thereafter until one (1) year from the date hereof unless earlier terminated by the Seller. The Seller may terminate this offer at any time after the _____ months' irrevocable period provided herein by giving to the Buyer ten (10) days' written notice of intention to terminate at the address of the Buyer. Acceptance of this option by the Buyer within ten (10) days after such notice is received by him shall constitute a valid acceptance of the option.

9. Loss or damage to the property by fire or from an act of God shall be at the risk of the Seller until the deed to the Buyer has been recorded, and in the event that such loss or damage occurs, the Buyer may, without liability, refuse to accept conveyance of title, or he may elect to accept conveyance of title, in which case there shall be an equitable adjustment of the purchase price.

10. The seller agrees that, irrespective of any other provision in this option, the buyer, or his assignees may, if the option is accepted, without any liability therefor, refuse to accept conveyance of the property described herein if the aforesaid loan cannot be made or insured because of defects in the title to other land now owned by, or being purchased by, the buyer.

11. Insert here conditions peculiar to particular transactions.

IN WITNESS WHEREOF, the Seller and the Buyer have set their hands and seals this 14th day of February 19 66.

WITNESSES:

Marguerite D Kinard — J H Tripp (Seller) (Husband) *

H R Rhoden — Clara G Tripp (Seller) (Wife) *

David R Tripp (Buyer) (Husband)

Wanda S Tripp (Buyer) (Wife)

* (Indicate marital status of Seller as "married," "single," "divorced," after signature.)

(over)

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(For use if Seller is a corporation)

IN WITNESS WHEREOF, the Seller has caused its corporate name to be hereunto subscribed by its _____ President, and its duly attested corporate seal to be hereunto affixed by its _____ Secretary, at _____ State of _____, on the _____ day of _____, 19____.

(CORPORATE SEAL)

ATTEST: _____ Secretary.

_____ (Name of corporation)

By _____ President.

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
: LEASE AND AGREEMENT
COUNTY OF COLLETON)

THIS LEASE AND AGREEMENT entered into by and between HAYNE INVESTMENT COMPANY, a corporation, organized under the laws of the State of South Carolina, hereinafter referred to as the Landlord, and A. W. HARTLEY and FLORRIE E. HARTLEY, hereinafter referred to as the Tenant,

W I T N E S S E T H :

That the Landlord does hereby lease and let to the Tenant, their heirs and assigns, the following described premises situate, lying and being in the Town of Walterboro, County of Colleton, State of South Carolina, generally known as the Hayne Hotel property, and more particularly described as follows, to wit:

All that piece, parcel or lot of land, with the hotel building thereon, including all offices and rooms in said building, situate, lying and being at the Southwestern intersection of Jefferies Boulevard and Washington Street, Town of Walterboro, County of Colleton and State of South Carolina, bounded: North by Washington Street; East by Jefferies Boulevard; South by lands of DeTreville; and West by lands of Hayne Investment Company. Said lot is more particularly described according to plat thereof made by C. E. DuRant, Surveyor, dated April 30, 1941.

TO HAVE AND TO HOLD to the said Tenant, their heirs and assigns, for a term of One (1) year, commencing on the 1st day of February 1966 and ending on the 31st day of January 1967.

AND IT IS MUTUALLY AGREED between the parties that this Lease and Agreement shall be upon the following covenants and conditions:

FIRST: That the said Tenant shall use and occupy the said building as a hotel with the exception of such portions of the ground floor as may be leased for offices, which said ground floor offices or rooms the said Tenant may, at their option, sub-lease for purposes other than hotel purposes. The Tenant may operate a business other than a hotel business in the now

LAW OFFICES OF
JEFF[illegible] S. McLEOD,
U[illegible] FRASER
W[illegible]BRO, S. C.

Recorded 2/17/66 9 A. M.

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vacant office in the front of said building formerly used for food service.

SECOND: The said Tenant shall pay to the said Landlord as rental for the premises herein leased the following amounts:

(a) Twenty (20%) per cent of the gross amount received by the Tenant as revenue from rental of rooms in said Hayne Hotel for the period covered by this Lease; PROVIDED, that should the same be less than Three Hundred and No/100 ($300.00) Dollars in any one month, the Tenant shall pay as rent for said month the sum of Three Hundred and No/100 ($300.00) Dollars.

(b) One-third (1/3) of all rentals received by the said Tenant for the sub-leasing of the offices on the ground floor, in the event of use of said offices for purposes other than hotel purposes; PROVIDED, that should the same be less than Twenty-Five and No/100 ($25.00) Dollars in any one month, then Tenant shall pay as rent for said month the sum of Twenty-Five and No/100 ($25.00) Dollars; AND FURTHER PROVIDED, however, that no sums shall be payable by the Tenant on account of the now vacant office in the front of said building formerly used for food service and that the Tenant may there operate a business or sub-lease the same without paying any additional rent.

(c) Settlement shall be made and the said rentals paid by the Tenant to the said Landlord by the 10th of the month following its accrual, the first month's rent being payable by the 10th day of March 1966, and monthly thereafter.

(d) The Landlord shall have the privilege, at his option, but not more than once during any month, to examine or to have examined by his agents, the books and records of the said Tenant.

THIRD: The said Tenant has heretofore paid the Landlord the sum of Five Hundred and No/100 ($500.00) Dollars as earnest money which, at the option of the Tenant, shall be applied on the rent due pursuant to this Lease.

FOURTH: Should the said Tenant fail to pay the said monthly rent herein stipulated for as long as Thirty (30) days after the same is due, then and in that event this Lease shall be automatically terminated.

FIFTH: The said Tenant shall make all repairs to the interior and all repairs to the elevator, elevator machinery, heating plant and apparatus, the plumbing equipment, redecorations for the walls, and any other apparatus belonging to the

building, and the Landlord shall not be liable for any manner of repairs in or about said premises or to any part of the street or sidewalk in front thereof.

SIXTH: That in case of any damages or injury occurring to the glass in the windows or doors, or furniture, or damage and injury to the interior of the said premises, or furniture of any kind whatsoever, then the said Tenant shall cause the said damage or injury to be repaired as speedily as possible at their own cost and expense.

SEVENTH: It is expressly agreed and understood by and between the parties to this Agreement, that the Landlord shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person, by reason of the breakage, leakage, or obstruction of the City water or soil pipes, or other leakage in or about the said building.

EIGHTH: The said Tenant agrees to indemnify and save harmless the Landlord for and against any and all liability, losses, damages, and expenses, causes of action, suits, claims and judgments arising from injury to person or property of any and every nature, and for any matter or thing growing out of the occupation of the demised premises, or arising or growing out of the use, occupation, management, possession or control of the demised premises by said Tenant.

NINTH: That the said Tenant shall take good care of the premises and at the end or other expiration of the term shall deliver up the demised premises in good condition or order, damages by the elements excepted.

TENTH: That the said Tenant shall not assign this Agreement, or underlease the said premises or any part thereof, except as herein specifically stated, or make any alterations on the premises, without the Landlord's consent in writing, or occupy,

LAW OFFICES OF
JEFFERS, McLEOD,
DUNGE & FRASER
WALTERBORO, S. C.

Recorded 2/17/66 9 A. M.

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or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra hazardous on account of fire, under the penalty of damage and forfeiture.

ELEVENTH: That the said Tenant shall, in case of fire, give immediate notice thereof to the Landlord, who shall thereupon cause the damage to be repaired forthwith; but if the premises be so damaged that the Landlord shall decide to rebuild, the term shall cease and the accrued rent be paid up to the time of the fire.

TWELFTH: The said Tenant also agrees to permit the Landlord or his agents to show the premises to persons wishing to hire or purchase the same.

THIRTEENTH: That if default be made in any of the covenants herein contained, then it shall be lawful for the Landlord to re-enter, the said premises, and to have the same to repossess and enjoy.

FOURTEENTH: It is understood between the parties hereto that the premises hereby leased shall include all the standing furniture for the bedrooms and lobby, a duplicate list of which will be furnished as a part of this Agreement, together with all linens and other supplies and equipment now owned by the Landlord on said premises, and the said Tenant agrees to replace any article lost or damaged at the end of this Lease, ordinary wear and tear excepted, and agreed to furnish all other furniture and fixtures for said hotel.

And the said Landlord doth covenant that the said Tenant on paying the said monthly rental, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid.

It is further understood and agreed, that should either the said A. W. Hartley or Florrie E. Hartley die during the

LAW OFFICES OF
JEFFERY L. McLEOD.
UNCLAS FRASER
WATERFORD, B. C.

Recorded 2/17/66 9 A. M.

DEEDS

terms of this Lease and be survived by the other of them, then and in that event, the survivor of them shall have all the rights and benefits conferred upon the Tenant by this Lease and shall be charged with all the duties and responsibilities required by the Tenant by this Lease; and that otherwise the covenants and agreements herein contained are binding upon the parties hereto, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 25th day of January 1966 and in the One Hundred and Ninetieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Faye Sandifer

Faye Sandifer

John L. Blume Jr.

As to Hayne Investment Company
John L. Blume, Jr.

Mary P. Keys

Mary P. Keys

Frank J. Freeman

As to A. W. Hartley and Florrie E. Hartley

HAYNE INVESTMENT COMPANY (SEAL)
R. A. Easterling
By R. A. Easterling (L.S.)
President

May C. Easterling
ATTEST: M. C. Easterling (L.S.)
Secretary

Landlord

A. W. Hartley (L.S.)
A. W. Hartley

Florrie E. Hartley (L.S.)
Florrie E. Hartley

Tenant

Recorded 2/17/66 9 A. M.

$.20 SC Doc Stamps Affixed

LAW OFFICES OF
EFFERD, McLEOD,
UNGER, FRASER
WALTER, O. S. C.

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STATE OF SOUTH CAROLINA)
COUNTY OF Bamberg)

PERSONALLY appeared before me Faye Sandifer who, on oath, says that he saw the above named HAYNE INVESTMENT COMPANY, by R. A. Easterling, its President, and May C. Easterling, its Secretary, sign, seal and, as the act and deed of said Corporation, deliver the above written deed or lease, and that he with Johnnie L. Blume Jr. witnessed the execution thereof.

SWORN to before me this
25th day of January 1966.

A. G. Steadman (SEAL)
Notary Public for South Carolina.
A. G. Steadman
My Commission Expires at the
Pleasure of the Governor.

Faye Sandifer
Faye Sandifer

- - - - - - - - - - - - - -

STATE OF S.C.)
COUNTY OF Anderson)

PERSONALLY appeared before me Mary P. Keys and made oath that she saw the above named A. W. Hartley and Florrie E. Hartley sign, seal and as their acts and deeds deliver the above written deed or lease, and that she, with Frank J. Freeman witnessed the execution thereof.

SWORN to before me this
29th day of January 1966.

Chas. M. Felton seal affixed (SEAL)
Notary Public for
My Commission Expires:

Mary P. Keys
Mary P. Keys

Recorded 2/17/66 9 A. M.

LAW OFFICES OF JEFFERSON, McLEOD, JUNGE & FRANKIN WALTERBORO, S. C.

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BOOK 140

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State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) C. F. Byrd and Mrs. Geneva B. Conaday,

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One Hundred Feet (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of C. D. Adams

Easterly by lands of Lewis Warren

Southerly by lands of C. C. Hiott Estates

Westerly by lands of Grantor et al.

A tract of land containing 175 acres more or less and being the same land conveyed to Grantor by Farmers and Merchants Bank and T. D. Byrd.

Right of Way enters Grantor land from lands of C. D. Adams thence extending across Grantor land in a southeasterly direction on to lands of Lewis Warren. Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Caroling Electric & Gas Company.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Four hundred and eighty .00/100 Dollars ($ 480.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 15th day of February, 1966

C. F. Byrd (SEAL)

Geneva B. Conaday (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

Helen K Byrd

Form SW-1 SC-6-62

2

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

personally appeared before me Helen R. Byrd

and made oath that She saw the within named C J Byrd
& Miss Geneva B. Canaday sign, seal and as their
act and Deed, deliver the within written instrument and that he with
Sheraley Pendarvis witnessed the execution thereof

Sworn to before me this
28 day of Feb A.D. 1966 Helen R. Byrd

Sheraley Pendarvis (L.S.)
Notary Public for S. C.

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DEEDS

364

JAB-13885—M-8

Form 228
Sheet 1
Revised Dec. 12, 1960

Agreement of Lease, Made this 1st day of October 19 65, between the ATLANTIC COAST LINE RAILROAD COMPANY, a corporation created and existing under the Laws of Virginia, hereinafter called the Lessor, and READY-MIXED CONCRETE & MATERIALS, INC., a corporation under the laws of the State of South Carolina

, hereinafter called the Lessee:

WITNESSETH: That the Lessor, for and in consideration of the rents and covenants hereinafter set forth to be paid and performed by the Lessee, has leased and demised unto the Lessee, the following quantity of rail and other material, hereinafter called rails, to-wit:

One Thousand Two Hundred Sixty-Seven (1,267) lineal feet of 85-lb. relay rail; Thirty-Seven (37) pairs 85-lb. relay angle bars; and Six Hundred Thirty-Eight (638) each 85-lb. relay tie plates.

to be used by the Lessee in the construction and operation of railroad track facilities at Stanco (near Walterboro) Colleton County, South Carolinand for no other purposes whatsoever, the said track facilities being more fully described in agreement dated October 1, 1965 between the parties hereto.

SUBJECT, HOWEVER, to the following covenants and conditions, which are agreed to and accepted by the said Lessee, that is to say:—

1: The Lessee will pay to the Lessor, as rental for the use of said rails, (a) the sum of One Hundred Thirty-Three and 28/100 - - - - Dollars ($ 133.28) per annum ~~in twelve (12) equal installments, of ---------- Dollars ($ ----------) each, the first of which payments shall be and become due on~~ effective the 1st day of July, 1965, and the others on the first day of each month thereafter during the life of this lease, and (b) a sum of money equal to the amount the Lessor shall pay for any and all taxes, the United States, State, Municipal, County or Special, which may be levied on or charged or assessed against the rails hereby leased during the life of this agreement, payment of such monies to be made to the Lessor by the Lessee within thirty (30) days after rendition of bill for same.

2: The Lessee will, if so required by the Lessor, obtain from the owner or owners of any and all lands upon which the said rails may be located in said track facilities, a grant or easement for the construction and operation of said track facilities, which said grant or easement shall be in writing, executed for recordation and by Lessee duly recorded, giving the Lessee the right to construct and operate said track facilities, and giving the Lessor herein the immediate right to enter upon the said lands and remove the said rails in the event this lease is terminated as hereinafter provided, or at the expiration of the term or terms hereby created.

3: The Lessee, in constructing and maintaining track facilities with the rails hereby leased, will place under each thirty foot section of rail not less than 16 cross ties, and will at all times thereafter maintain that number of sound ties under and with good bearing against said rails, and will in this and all other respects so maintain said rails that at the expiration or other termination of this lease the said rails shall be returned to Lessor in as good condition as same

Recorded 2/24/66 11 A. M.

365

JAD-16700

Form 228
Sheet 2
Revised Dec. 12, 1960

now are, reasonable wear and tear excepted. Lessor may from time to time inspect said rails in the possession of Lessee, and Lessee will promptly make such changes or alterations, if any, in the track facilities in which the rails are laid as may be suggested in writing by Lessor as necessary in order to protect said rails from damage. It is expressly agreed however, that failure of Lessor so to inspect said rails or to make such written suggestions shall in no way affect, modify or lessen the obligation of Lessee to protect said rails from damage. At the expiration or other termination of this lease the rails returned by Lessee hereunder shall be checked as to quantity and condition, and so much of said rails as shall be so damaged, otherwise than by ordinary wear and tear, as not to be of further use in railroad track facilities shall be rejected by Lessor, and checked as short, and such shortage shall be paid for by Lessee at the rate and in the sum hereinafter, in ARTICLE SIX, provided.

4: The Lessee will indemnify and save harmless the Lessor against any and all claims, losses, or damages, including attorneys' fees in case of litigation, on account of the construction or maintenance of said track facilities upon the land of Lessee or others, or on account of obstruction to the owners of such lands, as well as against all claim or claims, suits or demands on account of stock killed or injured by engines or trains operating on said track facilities at the request of the Lessee, or for its purposes; as well also against claims for damage to or injury of persons or property upon said track facilities as aforesaid, or by fire set out by engines operating thereon as aforesaid.

5: If default shall be made by the Lessee in payment of any installment of the rent herein reserved, or in payment of any monies herein provided for, and such default shall continue for thirty (30) days after such monies or rental are due, or if the Lessee shall fail in any respect to fully and completely comply with and perform the covenants herein contained, by it to be kept and performed, or if the Lessee shall be declared bankrupt, or the property of the Lessee shall be placed in the hands of a receiver or trustee, or taken from the control of the Lessee by operation of law or otherwise, then and in that event, Lessor shall have the option and right to terminate, cancel and annul this contract by notice in writing to the Lessee, and to enter upon any lands and retake and remove the rails hereby leased, without in any way releasing or impairing its right to sue for and recover from the Lessee (i) any rentals or other sums that may be due said Lessor under the terms of this lease, or for shortage in said rails so retaken; and (ii) the cost and expense including attorneys' fees that might arise from any litigation, to the Lessor of so removing said rails.

~~In the event that the surety on the bond of the Lessee hereunder shall, by notice to the~~ Lessor, after the day of 19 , elect to terminate its responsibility under said bond as it has reserved the right to do under the terms of said bond, then and in that event, and notwithstanding any other provision hereof, this agreement shall ~~thereupon be terminated and at an end, without further or any notice by the Lessor to the Lessee.~~

6: The Lessee shall not sublet or remove any of the said rails without the written consent of the Lessor; and that the Lessee will, at the expiration of the life of this agreement, or the sooner termination thereof, take up, and at its own expense deliver to the Lessor, the rails hereby leased, loaded on cars to be furnished by the Lessor, at
and will pay for any shortage in the amount so delivered to the Lessor, including shortage of the kind mentioned in ARTICLE 3 hereof, at the rate of $ 80.00 per ton of 2240 pounds, or allquot part thereof, for rail and in sum of $ 563.52 for the other material.

And it is further mutually covenanted and agreed by the parties hereto:

7: Unless terminated by Lessor as in ARTICLE 5 hereof provided, this lease shall continue in force and effect for the full term of one (1) year , from and after the date hereof, and thereafter, as a lease from month to month, until the same shall be terminated by thirty (30) days' written notice from either party hereto to the other. Upon the giving of said notice in writing, by either party, as aforesaid, said lease shall expire upon the expiration of the thirty days named therein.

8: The Lessee hereby covenants that the rails hereby leased shall not during the term of this lease be laid in the track facilities of, or used by any common carrier of persons or property other than Lessor.

Recorded 2/24/66 11 A. M.

364

J&B-32336

Form 228
Sheet 3
Revised Dec. 12, 1960

~~9. The Lessee shall execute and deliver unto the Lessor its bond in the penal sum of Dollars ($),~~ payable to the Lessor, to be underwritten at the cost and ~~expense of~~ the Lessee by such good and sufficient corporate surety as may be approved by ~~the Lessor~~, conditioned upon the faithful performance of this agreement and all of ~~its terms~~ as herein provided, said bond to be kept in force at the cost and expense of ~~the Lessee~~ until all obligations of the Lessee contained in this agreement shall have been fully discharged and fulfilled, or the Lessee shall have been specifically released ~~therefrom~~ by a written instrument signed and sealed by an authorized officer of the ~~Lessor~~.

10. In the event of cancellation or expiration of this lease as provided for in Article 7, Lessor will refund to Lessee the unearned portion of rental paid

NOTE: The following changes were made in this agreement prior to its execution:
Article 1: The words "in twelve (12) equal installments, of...Dollars ($) each, the first of which payments shall be and become due on" and the words "and the others on the first day of each month thereafter during the life of this lease" eliminated; and the word "effective" added.
Article 5: The last paragraph eliminated.
Article 9: Eliminated.
Article 10: Added.

IN WITNESS WHEREOF, The said parties have executed this agreement, the day and year first hereinbefore written.

Attest: _____ Assistant Secretary.

ATLANTIC COAST LINE RAILROAD COMPANY

By _____ D. C. Hastings, Vice President-Operations

W. T. MARABLE
WITNESSES:

As to Lessor: D. M. Nichols, Homer T. Morris

As to Lessees: C. E. Clover, C. E. Glover, W. A. Perry

READY-MIXED CONCRETE & MATERIALS, INC.

By _____ John T. Heyward, President

Attest: _____ Paul Hemphill, Secretary (SEAL)

Recorded 2/24/66 11 A. M.

367

Form 3519-S.C.

SOUTH CAROLINA FORM

STATE OF FLORIDA

COUNTY OF DUVAL

Personally appeared before me, a Notary Public in and for the State and County aforesaid, D M Nichols, who being duly sworn, says:—

That he saw the within named, D. C. HASTINGS as Vice President of ATLANTIC COAST LINE RAILROAD COMPANY, a corporation under and by virtue of the laws of the State of Virginia, and W. T. MARABLE as Asst. Secretary thereof, as the act and deed of said corporation, sign, affix thereto the seal of the said corporation and deliver the within instrument, and that he with Hemon T. Morris witnessed the execution of the same.

D M Nichols

D. M. Nichols

Sworn and subscribed to before me this 31st day of January, A. D. 1966.

I am not an officer, stockholder or director of said corporation.

D. F. Inman

Notary Public. D. F. Inman

Notary Public, State of Florida at Large
My commission expires June 20, 1966
Bonded by National Surety Corporation

Recorded 2/24/66 11 A. M.

368

JSD-11000-B

Form 3519-B-S.C.

SOUTH CAROLINA FORM

STATE OF South Carolina
COUNTY OF Fairfield

Personally appeared before me, a Notary Public in and for the State and County aforesaid, W. A. Perry who being duly sworn, says:—

That he saw the within named, John T. Heyward as The President of READY-MIXED CONCRETE & MATERIALS, INC. a corporation under and by virtue of the laws of the State of South Carolina, and Paul Kempfell as the Secretary thereof, as the act and deed of said corporation, sign, affix thereto the seal of the said corporation and deliver the within instrument, and that he with C. E. Glover witnessed the execution of the same.

W. A. Perry

Sworn and subscribed to before me this 7 day of January, A. D. 1966

I am not an officer, stockholder or director of said corporation.

E. J. Miner
Notary Public. E. J. Miner

Recorded 2/24/66 11 A. M.

368 A

BOOK 140

369

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Letitia Dandridge and Jesse C. Dandridge

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Oscar Fisher

Easterly by lands of U. S. Land and Timber Company, Inc.

Southerly by lands of U. S. Land and Timber Company, Inc.

Westerly by lands of C. M. Muckenfuss

A tract of land containing 67 acres more or less and being the same land conveyed to Grantor by Johnnie W. Dandridge and Luther W. Dandridge. Right of way enters Grantor land from the lands of Oscar Fisher, thence extending across Grantor land in a southeasterly direction on to lands of U. S. Land and Timber Company, Inc. Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Two Hundred, Sixty and No/100---------- Dollars ($ 260.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 24th day of December, 1965.

WITNESS:
L.W. Dandridge
H.D. Wessinger

Letitia Dandridge (SEAL)
Jesse C. Dandridge (SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 2/25/66 3 P. M.

Form SW-1-(A)-6-62

369a

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me L. W. Dandridge and made oath that he saw the within named Letitia Dandridge and Jessie C. Dandridge sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with H. D. Wessinger in the presence of each other, witnessed the due execution thereof.

L. W. Dandridge

SWORN to before me this 24th day of November 1965

H. D. Wessinger
Notary Public for South Carolina

BOOK 140

370

State of South Carolina,
County of Calleton

KNOW ALL MEN BY THESE PRESENTS that I (We) A. Klein Francis

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of one Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Calleton, State of South Carolina, bounded as follows:

Northerly by lands of C. G. Gruber

Easterly by lands of C. G. Gruber and T. E. Sanders

Southerly by lands of T. E. Sanders

Westerly by lands of T. E. Sanders

A tract of land containing 30 acres more or less and being the same land conveyed to Grantor by C. G. Gruber and deed recorded Clerk of Court Office in deed Book 135 at Page 150.

Right of way enters Grantor land from lands of T. E. Sanders thence extending across Grantor land in a southeasterly direction on to lands of T. E. Sanders. Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Five Hundred and no/100 Dollars ($500.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 24th day of February, 1966.

[signature] (SEAL)
A. Klein Francis (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
J. S. Hill
J. S. Hill
H. D. Wessinger
H.D. Wessinger

Recorded 2/25/66 3 P. M.

370 a

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me H. D. Wessinger and made oath that he saw the within named A. Klein Francis sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. S. Hill in the presence of each other, witnessed the due execution thereof.

H. D. Wessinger

SWORN to before me this 24th day of February 1956

Gerald C. Smoak
Notary Public for South Carolina

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State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) J. S. Hill

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Formerly D. C. Hill

Easterly by lands of Formerly Easterling Tract; Now Minnie E. Rumph & Lorene R. Westbury

Southerly by lands of Estate C. C. Hiott

Westerly by lands of Risher, Bingley, Josiah Pauls Estate

A tract of land containing 114.8 acres more or less and being the same land conveyed to Grantor by F. M. Hill. Right of way enters Grantor land from lands of Josiah Paul Estate, thence extending across Grantor land in a southeasterly direction on to lands of Lorene R. Westbury and Minnie E. Rumph. Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One Thousand Four Hundred Seventy Five Dollars ($1,475.00) within 90 days from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 18th day of February, 1966.

WITNESS:
Marion Q. Bridges
Margaret B. Williams

J. S. Hill (SEAL)
J. S. Hill (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded 2/25/66 3 P. M.

Form SW-1-(C)-6-62

371 a

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Auburn J. Bridge and made oath that he saw the within named J. S. Hill sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Margaret B. Hilliard ~~xxxxxxxxxxxxx~~ in the presence of each other, witnessed the due execution thereof.

Auburn J. Bridge

Sworn to before me this ~~24~~ 18th day of February, 1966.

Margaret B. Hilliard
~~xxxxxxxxxxxxx~~ Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, Auburn J. Bridge , do hereby certify unto all whom it may concern that Mrs. Mazie F. Hill , the wife of the within nam J. S. Hill , did this day appear before me and upon being priv ely and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mazie F. Hill

GIVENunder my Hand and Seal this 21st day of February, 1966.

Auburn J. Bridge
Notary Public for South Carolina

BOOK 140

372

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) J.M. Westbury

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of J.M. Westbury, Lula Haynes. 105 acre tract. 133 acre tract. Fletcher Holmes

Easterly by lands of T.E. Sanders. George Bedard, Lula Haynes

Southerly by lands of M. H. Hiott, T.E. Sanders. J.M. Westbury

Westerly by lands of Lorene R. Westbury & Minnie E. Rumph.

A tract of land containing 105 133 acres more or less and being the same land conveyed to Grantor by Eugene O. Garris Estate and Joseph Williams.

Right of way enters Grantor land from lands of Lorene R. Westbury and Minnie E. Rumph thence extending across Grantor land in a southeasterly direction on to lands of T.E. Sanders Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Caroline Electric and Gas Company.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One Hundred and Eight Hundred Dollars ($ 1,800.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 24 day of December, 19 65.

J.M. Westbury (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:

recorded 2/25/66 3 P. M.

Form SW-1-(C)-6-62

372a

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me H. D. Wessinger and made oath that he saw the within named J. M. Westbury sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Osborne H. Rhodes ~~witnessed~~ in the presence of each other, witnessed the due execution thereof.

H. D. Wessinger

Sworn to before me this 24th day of February, 1966.

Osborne H. Rhodes, Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

I, H. D. Wessinger, do hereby certify unto all whom it may concern that Mrs. Lorene R. Westbury, the wife of the within named J. M. Westbury, did this day appear before me and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Lorene R. Westbury

GIVEN under my Hand and Seal this 21st day of February, 1966.

H. D. Wessinger
Notary Public for South Carolina

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Lorene R. Westbury and Minnie E. Rumph

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee hid selected, having a width of

One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of P. Smith et ial.

Easterly by lands of J.M. Westbury et ial.

Southerly by lands of Cleveland Hiott and Carpenter.

Westerly by lands of J.S. Hill et al.

A tract of land containing 135 acres more or less and being the same land conveyed to Grantor by Charlie Easterling

Right of way enters Grantor land from lands of J.S. Hill thence extending across Grantor land in a southeasterly direction on to lands of J.M. Westbury Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One Thousand Four Hundred Dollars ($1400.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 24th day of February, 1965.

WITNESS:

Lorene R. Westbury (SEAL)

Minnie E. Rumph (SEAL)

(SEAL)

(SEAL)

(SEAL)

Recorded 2/25/66 3 P. M. (SEAL)

(SEAL)

Form BW-1-(M)-6-62

373a

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me J. M. Westbury and made oath that he saw the within named Lorene R. Westbury and Minnie E. Rumph sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with J. M. Westbury in the presence of each other, witnessed the due execution thereof.

J. M. Westbury

SWORN to before me this 24 day of February 1960

Osborne H. Rhodes

Notary Public for South Carolina

BOOK 140

374

State of South Carolina,
County of Colleton } ss

KNOW ALL MEN BY THESE PRESENTS that I (We) Isaiah Ancrum

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Joseph Holmes

Easterly by lands of Lessie Holmes

Southerly by lands of Walker Robinson

Westerly by lands of C. F. Byrd and Joe Simmons

A tract of land containing 3 acres more or less and being the same land conveyed to Grantor by Henry Stokes

Right of way enters Grantor land from lands of Joe Simmons thence extending across Grantor land in a southeasterly direction on to lands of Josiah Paul's Estate. Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Two Hundred Forty Five and No/100 Dollars ($245.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 23 day of November, 1965

Isaiah Ancrum (SEAL)
Isaiah Ancrum
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS:
W. E. Corley
Thealy G. Kidane

Recorded 3/3/66 2 P. M.

14' 314

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me M. E. Corley and made oath that he saw the within named Isaiah Ancrum sign, seal and as his act and deed deliver the within right of way/grant for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 23rd day of November, 1965
Shealy G. Pendarvis, Notary Public for South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Crolina, do hereby certify unto all whom it may concern that Mrs. Mary Ancrum the wife of the within named Isaiah Ancrum , did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever ~~xxxxxxx~~ relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mary Ancrum

Given under my hand and seal this 23rd day of November, 1965.
Shealy G. Pendarvis, Notary Public for South Carolina

BOOK 140

375

State of South Carolina,
County of Colleton } ss

KNOW ALL MEN BY THESE PRESENTS that I (We) Jane E. Henderson

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton State of South Carolina, bounded as follows:

Northerly by lands of Edisto River

Easterly by lands of C. D. C. Adams and Elizabeth Risher

Southerly by lands of S. C. Highway #61 and Harold Risher

Westerly by lands of A. B. Robinson and Carol Roberson

A tract of land containing 364 acres more or less and being the same land conveyed to Grantor by Mrs. V. R. Risher.

Right of way enters Grantor land from lands of Carol Roberson thence extending across Grantor land in a southeasterly direction on to lands of Elizabeth Risher. Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Eighteen hundred, sixty and No/100------- Dollars ($ 1,860.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 10th day of January, 1966

Jane E. Henderson (SEAL)
Jane E. Henderson (SEAL)

WITNESS:
David J. Laing (SEAL)
[illegible] Hughnagel (SEAL)
Helen Cranmer (SEAL)

recorded 3/3/66 2 P. M. (SEAL)

(SEAL)

375-A

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Heber Craven , and made oath that he saw the within named Jane E. Henderson sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with David J. Laing in the presence of each other, witnessed the due execution thereof.

Heber Craven

Sworn to before me this 20th of January , 19 66

H. D. Wessinger
Notary Public for South Carolina

BOOK 140

396

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Joseph Holmes

the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of S. C. Highway #61 and Malachi Bowman

Easterly by lands of Joe Simmons

Southerly by lands of Joe Simmons, et.al.

Westerly by lands of Lessie Holmes

A tract of land containing 2 acres more or less and being the same land conveyed to Grantor by C. D. C. Adams.

Right of way enters Grantor land from lands of Lessie Holmes, thence extending across Grantor land in a southeasterly direction on to lands of Joe Simmons. Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric& Gas Company.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Twenty-five and No/100---------- Dollars ($25.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 26 day of January, 1966

Joseph Holmes (SEAL)

WITNESS:

(SEAL)

(SEAL)

(SEAL)

Recorded 3/3/66 2 P. M. (SEAL)

(SEAL)

(SEAL)

Form SW-S-5-62

316 A

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Catherine Harrison , and made oath that he saw the within named Joseph Holmes sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Willie Harrison, Jr. in the presence of each other, witnessed the due execution thereof.

Catherine Harrison

Sworn to before me this 26thof January , 19 66

H. D. Wessinger

Notary Public for South Carolina

BOOK 140

371

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) H. Elizabeth Risher

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of --ONE HUNDRED FEET-- (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of _____, State of South Carolina, bounded as follows:

Northerly by lands of Grantor et al

Easterly by lands of C. D. Adams

Southerly by lands of South Carolina Highway #61

Westerly by lands of Jean Henderson

A tract of land containing 133 acres more or less and being the same land conveyed to Grantor by Estate C. M. Risher by deed dated 1954.

Right-of-way enters Grantors land from the lands of Jean Henderson thence extending across Grantors land in a southeasterly direction on to lands of C. D. Adams.

Center line of right-of-way being more fully shown on Dwg. No CP-10710 of the South Carolina Electric & Gas Company

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tleovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Nine hundred, twenty and No/100---------- Dollars ($ 920.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 9th day of December, 1965

H. Elizabeth Risher (SEAL)

WITNESS:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

recorded 3/3/66 2 P. M. (SEAL)

_____ (SEAL)

S. C. - 6-62

377-A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me M. E. Corley , and made oath that he saw the within named H. Elizabeth Risher sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 9th of December , 19 65

Shealy G. Pendarvis
Notary Public for South Carolina

BOOK 140

State of South Carolina,
County of Colleton

378

KNOW ALL MEN BY THESE PRESENTS that I (We) Carol E. Roberson

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of R.M. Jefferies Estate

Easterly by lands of Jane E. Henderson

Southerly by lands of S.C. Highway #61

Westerly by lands of Canadys Community Center

A tract of land containing 55 acres more or less and being the same land conveyed to Grantor by Rita Bennett and Hayward Bennett

Right of way enters Grantor land from lands of R.M. Jefferies Estate thence extending across Grantor land in a southeasterly direction on to lands of Jane E. Henderson Center line of right of way being more fully shown on Dwg. No. CP-10710 of the SCE&G Co.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Five Hundred Forty and no/100 Dollars ($ 540.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 23rd day of February, 1965

Carol E. Roberson (SEAL)
Carol Roberson

Laura M. Roberson (E.M.R.) (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

WITNESS:
Martha F. Robinson
M. C. Corbin

Recorded 3/3/66 2 P. M.

Form RW-1-SC-6-62

378

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

Personally appeared before me M. E. Corley and made oath that he saw the within named Carol Roberson sign, seal and as his act and deed deliver the within right of way/grant for the uses and purposes therein mentioned, and that he with Martha F. Robinson in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 23rd day of November, 1965

Shealy G. Pendarvis, Notary Public for South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON RENUNCIATION OF DOWER

I, Shealy G. Pendarvis, Notary Public for South Crolina, do hereby certify unto all whom it may concern that Mrs. Laura M. Roberson the wife of the within named Carol Roberson , did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever ~~discharge~~ relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Laura M. Roberson

Given under my hand and seal this 23rd day of November, 1965.

Shealy G. Pendarvis, Notary Public for South Carolina

BOOK 140

State of South Carolina,
County of Colleton } ss

399

KNOW ALL MEN BY THESE PRESENTS that I (We) Joe Simmons

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Joseph Hahns

Easterly by lands of County Road No. 348 and Isaiah Ancrum

Southerly by lands of C. F. Byrd et al

Westerly by lands of Lessie Hahns

A tract of land containing 3 acres more or less and being the same land conveyed to Grantor by Annie Simmons

Right of way enters Grantor land from lands of Lessie Hahns & Joseph Hahns thence extending across Grantor land in a southeasterly direction on to lands of Co. Rd. 348 and Isaiah Ancrum center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth, so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One Hundred Seventy-five Dollars ($175.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 23 day of November, 1965

Joe (X) Simmons (SEAL)
HIS MARK

WITNESS:

M. E. Corley
Shealy E. Fendale

Joe Simmons (SEAL)

(SEAL)

recorded 3/3/66 2 P. M. (SEAL)

(SEAL)

(SEAL)

Form RW-1-SC-6-62

379A

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me M. E. Corley , and made oath that he saw the within named Joe Simmons sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 23 of November , 19 65

Shealy G. Pendarvis

Notary Public for South Carolina

BOOK 140

State of South Carolina,
County of Colleton } = 380

KNOW ALL MEN BY THESE PRESENTS that I (We) Louis Warren
Louis Warren

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Esom Bingley

Easterly by lands of Lessie Holmes

Southerly by lands of C. F. Byrd and Mary Bouges

Westerly by lands of C. F. Byrd

A tract of land containing 2 acres more or less and being the same land conveyed to Grantor by Florence Holmes

Right of way enters Grantor land from lands of C. F. Byrd thence extending across Grantor land in a southeasterly direction on to lands of SC Rail #S-15-347 Center line of right of way being more fully shown on Dwg. No. CP-10710 of the SCE&G Co.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Sixty-five and 00/100 Dollars ($65.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 1st day of December, 1965

Louis Warren (SEAL)
Louis Warren

WITNESS:
Mary Warren
M. C. Carley

(SEAL)
(SEAL)
(SEAL)
recorded 3/3/66 ~~xxxxxxx~~ 2 P.M. (SEAL)
(SEAL)
(SEAL)

Form RW-1-SC-6-62

380 A

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me M. E. Corley , and made oath that he saw the within named Louis Warren sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Mary Warren in the presence of each other, witnessed the due execution thereof.

Mary M. E. Corley

Sworn to before me this 1st of December , 19 65

Shealy G. Pendarvis
Notary Public for South Carolina

BOOK 140

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South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

BORROW MATERIAL PIT
This lease has been recorded.

No. 11388

THE STATE OF SOUTH CAROLINA }
County of Colleton }

LEASE
Borrow and Material Pit

Colleton Maintenance Route No. S.C. 64 No.

THIS AGREEMENT made and entered into this 21 day of February, 1966, by and between Clyde A. Bennett hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, top soil earth, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of six feet, consisting of 2.0 acres, more or less, situated on land owned by the lessor, described as follows:
unlimited

Borrow pit located approximately six hundred(600) feet north of S. C. route 64 at survey station 67+00 (Proj. 574-A). Bounded on all sides by other lands of Clyde A. Bennett.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:
Shown by attached sketch.

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until February 21, 1971

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, [as are actually excavated, or caused to be excavated] rents and royalties in the sum of Two Hundred Six 00/100 ($206.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 90 days from date hereof [after excavation shall have been completed], or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the pit material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3. Colleton Maintenance 415(20-2)6:10.110

3-9-66
9A.M.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor;
Yellow - Chief Accountant; Pink - District Engineer;

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

W. B. Caldwell

Carlyon

Clyde A. Bennett
Lessor.

Witnesses as to State Highway Department:

S. C. State Highway Department

By W E Wiggington
Dist Engr

The State of South Carolina
County of

As to Lessor

Personally appeared before me C. C. Bowen and made oath that he saw the within named Clyde A. Bennett sign, seal and as act and deed, execute the within written instrument; and that he with W. B. Caldwell witnessed the execution thereof.

Sworn to before me this 6
day of March, 19 66.

Notary Public for S. C.

The State of South Carolina
County of

As to Highway Department

Personally appeared before me and made oath that he saw the within named sign, seal and as act and deed, executethe within written instrument; and that he with witnessed the execution thereof.

Sworn to before me this
day of , 19 .

Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Federal Land Bank Assoc. of Walterboro do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage, said mortgage being given by Clyde A. Bennett to , recorded in Mortgage Book 113 at Page 69 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 9th day of March, 1966

In the presence of:

Patricia A Whitsell

Federal Land Bank Association of Walterboro

By Manager

RECORDED

I hereby certify that the within lease was filed for record in my office at M o'clock on the day of , 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions for County, S. C.

RECEIVED
DISTRICT NO. 6
S. C. STATE HIGHWAY DEPT.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

BOOK 140

382

INDENTURE, made this 21st day of February, 19 66, by and between H. B. Beach, Rt. 2, Hwy. 15-N, Walterboro, S.C.

School Dealer

the of Walterboro (not Inc.), County of Colleton and State of South Carolina, (hereinafter called Grantors) and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar ($1.00) received from Grantee, Grantors, being the owners of land situate in the County of Colleton, State of South Carolina, which said land abuts on the street or highway known as Hwy. 15 North and is bounded Northerly by lands of S.J. Jones and others Easterly by lands of Bobby Carter Southerly by lands of Bobby Carter Westerly by lands of Hwy. 15-N hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across and under said land along the said street or highway and/or on my or our land described as follows: Pole line to erected from Hwy. 15-N in an easterly direction for a distance of about 1000 feet. Line to be located on north side of newly cut dirt road on my property. Road is located about 200 feet south of Grantor's residence.

Together with the right from time to time to install on said line such additional apparatus and equipment as Grantee may deem necessary and the right to remove said line or any part thereof.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within EIGHT (8) feet of any wire strung on said line; provided, however, any damage to the property of Grantors (other than that caused by said trimming, cutting or removing) caused by Grantee in maintaining or repairing said line, shall be borne by Grantee. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

C. W. Williams — H. B. Beach (SEAL)

C. G. Bostic — H. B. Beach (SEAL)

Recorded 3/9/66 9 A. M. — (SEAL)

(SEAL)

Form RW 4-S.C.-1-56

382a

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me Alton G. Bostic

and made oath that he saw the within named H. B. Beach sign, seal and as his act and Deed, deliver the within written instrument and that he with A. G. Williams witnessed the execution thereof

Sworn to before me this 21st day of Feb. A.D. 19 66 Alton G. Bostic

J. E. Phillito (?) (L.S.)
Notary Public for S. C.

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ATE OF SOUTH CAROLINA,

UNTY OF COLLETON

OPTION

For the sum of $50.00 to Fronnie C. Fox and J. L. Fox

in hand paid at and before the sealing and delivery of these presents, by Simms L. Glover

the receipt whereof is hereby acknowledged, Fronnie C. Fox and J. L. Fox

have bargained and agreed, and do hereby bargain and agree to sell to the said Simms L. Glover, his heirs

or assigns, the following described property: that tract of land described as 29.3 acres as Tract NO. 3 referred to on plat made by J. N. Frank dated August 3, 1926, recorded in office of Clerk of Court for Colleton County in Plat Book, page 580; also that tract of land said to contain 30.3 acres, more or less, being described as tract No. 4 on a plat recorded in plat book, page 580, in said office.

for the sum of ~~$ XXXXXXXXXXXXXXXXXXXXXXXXX~~ TWENTY FOUR THOUSAND ($24,000.00) DOLLA payable as follows: Cash.

It is understood that Fronnie C. Fox and J. L. Fox are to have all buildings together with the contents thereof located on the two tracts referred to above and will have sixty (60) days to remove the buildings, after Simms L. Glover exercises his right to buy the property above described.

The $50.00 paid herewith is to be applied on the purchase price at such time as the said Simms L. Glover decides to buy the above property. 1966,

PROVIDED this option is exercised and accepted within four months (July 10, days from the date hereof.

Purchaser to have thirty days after signing contract to purchase for examination of title

Dated at Walterboro, this 9th day of March, A. D. 1966

Signed, sealed and delivered in the presence of:

Fronnie C. Fox (L.S.)
Mrs. Fronnie C. Fox

R. F. Hartzog

Julia M. Knight

Jollie L. Fox (L.S.)
Jollie L. Fox

Power of Atty. for
Jollie L. Fox

Recorded March 9, 1966 12 A. M.

DEEDS

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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me R. F. Hutto

and made oath that he saw the within named Fronnie C. Fox and J. L. Fox sign, seal and as their act and Deed, deliver the within written instrument and that he with Julia M. Knight witnessed the execution thereof

Sworn to before me this 9th day of March A.D. 1966 R. F. Hutto (L.S.)

Ruth Saunders (L.S.)
Notary Public for S C

BOOK 140

385

GRANT OF POWER LINE EASEMENT TO

S. C. Electric & Gas Company

ORIGINAL

This Copy to be returned for files of S. C. Electric & Gas Company

STATE OF SOUTH CAROLINA)
) ss.:
COUNTY OF COLLETON)

KNOW ALL MEN BY THESE PRESENTS: That on this 30 day of AUG, 1965, WEST VIRGINIA PULP AND PAPER COMPANY ("West Virginia"), a corporation, for and in consideration of the sum of $ 3,680.90, (receipt of which is hereby acknowledged), HAS GRANTED and by these Presents DOES GRANT this date unto S. C. Electric & Gas Company, a corporation created and existing under the laws of the State of South Carolina, with its principal place of business in the City of Columbia, County of Richland, State of South Carolina, its successors and assigns, ("Grantee" said term to include the Grantee and its successors and assigns), an easement for the construction, erection, operation and maintenance of one or more electric transmission lines, including the necessary wires, poles, cross-arms, guy wires, service and tap lines, and other usual fixtures and appurtenances used or adopted for the transmission of electric current for light, heat or power, on, over, upon and across so much, and only so much, of the lands owned by West Virginia which are described in Exhibit A (including the maps attached thereto) attached and made a part hereof; said easement premises to be 70' feet in width and 5,096' feet in length and to contain 8.19 acres, more or less.

TOGETHER with the right unto Grantee of necessary ingress and egress to and from said premises over the adjoining lands of West Virginia.

RESERVING AND SAVING unto West Virginia, its successors and assigns, the right to use, cross and recross the said right of way and to exercise all other rights not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD, all and singular, the easement and the rights herein granted unto Grantee, forever, subject to the following conditions and to the limitations and restrictions, if any, set forth in said Exhibit A:

1. The electric transmission line, or lines, and all accessories thereto shall be continuously used for transmitting electrical energy through or along said line, or lines, and only for such purpose. The non-user of such line, or lines, for a period of one (1) year continuously at any time shall constitute an abandonment of all the rights, privileges and authority herein or hereby granted; and West Virginia, its successors or assigns, may immediately revoke, cancel and annual this instrument. Such revocation, cancellation or annulment of this instrument may be established by written notice thereof sent by registered mail to Grantee and thereafter an instrument in writing, duly executed and probated, setting forth the giving of such notice, filed for record in the proper office; such written instrument shall constitute evidence of record of cancellation, revocation and annulment of this instrument.

Recorded 3/22/66 4 P. M.

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2. Grantee shall at all times utilize the rights and privileges herein granted in such a way as to safeguard West Virginia's interest in the easement premises and as not to handicap in any way the protection of its property or the growing or cutting of its trees.

3. Grantee shall not at any time obstruct, impede or in any other way interfere with West Virginia's fire lines or fire breaks, including brushed-out property lines (whether plowed, burned, or otherwise cleared of brush and undergrowth), now existing or hereafter established, nor with the maintenance and upkeep of said fire lines or fire breaks by West Virginia, its successors and assigns. Grantee shall not leave any tops, laps, brush or other debris in, or within ten (10) feet of, any such fire line or fire break.

4. Grantee may cut any and all trees and timber on the easement premises. All "danger trees" cut with the consent of West Virginia in accordance with the provisions of paragraph 5 below and all trees which are cut upon and from the easement premises, which are four (4) inches or more in diameter measured with circumference tape outside the bark at a point one (1) foot above the average soil line immediately at the base of the tree, shall be and remain the property of West Virginia even after cutting; and Grantee shall trim such trees of all limbs, cut them into such merchantable lengths as may be requested by West Virginia, and neatly stockpile them upon the abutting property of West Virginia at the most accessible location in the immediate vicinity, and shall promptly notify West Virginia.

5. Grantee may with the prior written consent of West Virginia, cut down all dead, weak, leaning and dangerous trees belonging to West Virginia near the easement premises which are tall enough to strike said electric transmission line or lines in falling, and which are located less than 100 feet from the center line of the easement, which trees are referred to herein as "danger trees". Grantee shall notify West Virginia of all "danger trees" so cut no later than fifteen (15) days following the cutting of said danger trees.

   In the event of any unauthorized cutting of any of West Virginia's trees by Grantee, Grantee shall pay to West Virginia damages equal to twice the then current market price for the particular species and product at the time of cutting, as liquidated damages, for all trees so cut. The footage content of all trees cut in accordance with, or in violation of, the provisions of this paragraph shall be determined by the application and use of the Scribner Rule and, where necessary, Taper Tables prepared by West Virginia shall be used.

6. Grantee shall take all reasonable precautions to prevent forest fires or brush fires during the construction, operation and maintenance of the said electric transmission line or lines and shall do all that is possible to extinguish any fires at or near the easement premises caused by its construction, operation or maintenance.

7. Any damage to the property of West Virginia, its successors and assigns, caused by Grantee in constructing, operating or maintaining the said electric transmission line or lines, shall be borne by Grantee and paid for by it unto West Virginia, its successors and assigns, upon demand.

8. Should Grantee erect on said easement premises any building, structure or improvement of any kind or nature and should such building, structure or improvement be assessed for tax purposes, then Grantee shall apy any taxes which may be levied against the same for any taxable year, or shall reimburse West Virginia for any taxes which it may be required to pay by reason of any such added building, structure or improvement.

Recorded 3/22/66 4 P. M.

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9. West Virginia shall not be liable for any damage to or destruction of any of Grantee's property, unless such damage or destruction is caused solely by West Virginia's gross negligence.

10. No delay or omission by West Virginia to exercise any right or power accruing upon any default or violation of any of the conditions, covenants or agreements contained herein by Grantee shall impair any right or power to West Virginia or shall be construed to be a waiver of any default or violation or acquiescence therein; and every such right and power may be exercised by West Virginia from time to time as often as may be deemed expedient.

IN WITNESS WHEREOF, the said WEST VIRGINIA PULP AND PAPER COMPANY has caused these Presents to be executed in its name by its President and its Timberlands Division Manager, attested by its Assistant Secretary, and its Corporate Seal to be hereunto affixed, as of the day and year first above written.

Signed, Sealed and Delivered in the Presence of

William Ernst Jr.
William Ernst, Jr.

Lillian M. Lucca
Lillian M. Lucca

Hazel A. Hoffman
Hazel A. Hoffman

WEST VIRGINIA PULP AND PAPER COMPANY

By David L. Luke, 3rd
David L. Luke, 3rd President

By D. Y. Lenhart
D. Y. Lenhart Timberlands Division Manager

Attest Ann J. Exline
Ann J. Exline Assistant Secretary

Accepted this 13th day of Sept. 1965.

South Carolina Electric & Gas Company

By F. R. McMaughan
Vice President & General Manager

Attest E. M. Simpson
E. M. Simpson Secretary

Sharon B. Kaulick
Betty C. Bissell

APPROVED AS TO FORM
6/10/65
AS TO FORM
9/14/65

Recorded 3/22/66 4 P. M.

DEEDS

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EXHIBIT "A"

Property Description

All that strip of land five thousand and ninety six (5,096) feet in length and seventy (70) feet in width containing eight and nineteen hundredths (8.19) acres, more or less, and more particularly delineated and described on a plat prepared by the S. C. Electric & Gas Company numbered AX-10569; a copy of which plat is attached and made a part hereof.

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Before me personally appeared WILLIAM ERNST, JR., who being duly sworn, says that he saw the within-named DAVID L. LUKE 3rd as President and D. Y. LENHART as Division Manager, of West Virginia Pulp and Paper Company, and ANNE J. EXLINE, as Assistant Secretary of said Company, sign and affix the Corporate Seal of the said West Virginia Pulp and Paper Company to the within-written instrument, and as the act and deed of the said West Virginia Pulp and Paper Company, deliver the same, and that the deponent with Lillian M. Lucca witnessed the due execution thereof.

Sworn to before me this
31st day of August, 1965.

William Ernst, Jr.

Elsie J. Lund
Notary Public for New York
Elsie J. Lund
ELSIE J. LUND
Notary Public, State of New York
No. 31-7622550
Qualified in Kings County
Commission Expires March 30, 1966

Recorded 3/22/66 4 P. M.

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys Denmark 115 KV

ACCT. NO. W.C. 1190

CHECK NO. 1864

October 13, 1965

The undersigned hereby acknowledge receipt of timely payment of

Three Hundred Five and no/100 Dollars, ($ 305.00)

full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement

ed June 22, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

E. Corley

H. D. Messinger

Roddie F. Myers (SEAL)
RODDIE F. MYERS

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me W. E. Corley

and made oath that he saw the within named

Roddie F. Myers

sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with H. D. Messinger in the presence of each other, witnessed the due execution thereof.

W. E. Corley

Sworn to before me this 13th day of October 1965

H. D. Messinger
Notary Public for S. C.

STATE OF SOUTH CAROLINA
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written [illegible] therein mentioned, and that with [illegible] execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For

Recorded 3/22/66 4 P.M.

Form BW-3-SC-3-61

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BOOK 140

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RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Fairfax 115 Kv Line

ACCT. NO. 1092

CHECK NO. 1308 September 21 19 65

The undersigned hereby acknowledge receipt of timely payment of Three thousand, six hundred, eighty, and 50/100---------- Dollars, ($3,680.50), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 30, 19 65, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Shealy G. Pendarvis

J. H. Bonnett

West Virginia Pulp & Paper Company

By: W. G. Sheppard (SEAL)
W. G. Sheppard

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me Shealy G. Pendarvis

and made oath that he saw the within named W. G. Sheppard

sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. H. Bonnett in the presence of each other, witnessed the due execution thereof.

Shealy G. Pendarvis

Sworn to before me this 21st day of September 1965.

J. H. Bonnett
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public For _____

Recorded 3/22/66 4 P.M.

Form RW-3-SC-3-61

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STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

LEASE AGREEMENT

Indenture made this 12th day of March by and between William McCormick, Jr., Emmett McCormick and Jannie McCormick, hereinafter called the Lessors which expression shall be taken to include their heirs, executors, administrators and assigns, and H. L. Easterlin of Green Pond, S. C., hereinafter called the Lessee, which expression shall be taken to include his heirs, executors and administrators,

WITNESSETH:

Lessors do hereby lease unto the Lessee the following described land, same being a seven (7) acre tract, and described as follows:

All that piece, parcel or tract of land, located in Lowndes Township, Colleton County, South Carolina, containing seven (7) acres, and bounded as follows to wit: On the North by lands of Palmer Ladson; On the East by lands of Maggie M. Easterlin; On the South by lands of Maggie M. Easterlin and on the West by Fishburne and Company.

TO HAVE AND TO HOLD the above leased premises unto the Lessee, his heirs and assigns for a period of five (5) years, from January 1, 1966 to January 1, 1971. The Lessee covenants with the Lessors to pay Thirty-five and no/100 ($35.00) Dollars for the five (5) years.

The Lessors agree with the Lessee that the Lessee paying and performing and observing the agreements herein contained may peaceably hold the said premises during the said term without interruption by the Lessors or any person claiming under him.

IN WITNESS WHEREOF, THE PARTIES hereto have set their hands and seals this 14 day of March, 1966.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Lewis C. Garvin

Lewis C. Garvin

Dora M. Davis

Dora M. Davis

William McCormick, Jr.

Emmett McCormick

Jannie McCormick

H. L. Easterlin

Recorded this 24 day of March A.D. 1966 in Book ____ Page ____ At 9 o'clock A. M.

A B Crosby

Clerk of Court, Colleton County, S. C.

Recorded March 24, 1966 9 A. M.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY APPeared before me A. G. Phillips and made oath that he saw the within named William McCormick, Jr., Emmett McCormick; Jannie McCormick and H. L. Easterlin, sign, seal and as their act and deed, deliver the within written Lease for the uses and purposes therein mentioned, and that he with Lewis M. Garvin witnessed the execution thereof.

Sworn to before me this 14th day of March, 1966. H. L. Easterlin
A. G. Phillips, Notary Public For South Carolina (L.S.)

T Howard

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L E A S E

LEASE made 21 May 1965, 1965 by and between COLLETON INDUSTRIAL CORPORATION, INC. (herein called "Lessor") and RECOLD CORPORATION, a California corporation (herein called "Lessee");

W I T N E S S E T H :

CERTIFICATE OF SATISFACTION

The debt hereby secured is paid in full and the lien of this instrument is satisfied this 21st day of April, 19 75.

SMALL BUSINESS ADMINISTRATION, COLUMBIA, S.C.

BY C W Sanders

CHIEF, PORTFOLIO MANAGEMENT DIVISION

Witness: Thomas F. McPartland

Margaret Harbin

Recorded: 4/22/75 - 10 A m.

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TO HAVE AND TO HOLD the premises for the term and at the rental hereinafter provided and upon the conditions and agreements hereinafter set forth.

Certificate of Satisfaction

The debt hereby secured is paid in full and the lien of the instrument is satisfied this 21st day of April, 1975

Small Business Administration, Columbia, S.C.

By - C. W. Sanders

Chief, Portfolio Management Division

Witness: Thomas F. McPartland

Margaret Harbin

Recorded April 22, 1975 - 10:00 A m.

I.

TERM

1.01 The term of this Lease shall commence on the date that the building to be constructed pursuant to the provisions of Article II hereof shall be completed and ready for occupancy, and shall continue until December 1, 1985, unless this Lease shall sooner terminate or be terminated as hereinafter provided.

1.02 In the event Lessee shall hold over after the expiration of this Lease, such holding over

Recorded 3/28/66 12 Am

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shall be deemed to be a tenancy from month to month at the rental and otherwise upon the same terms and conditions as set forth herein.

II.

CONSTRUCTION OF BUILDING

2.01 Lessor agrees with due diligence (delays due to causes beyond its control excepted) to construct or cause to be constructed upon the premises the buildings and improvements described in the final detailed plans and specifications submitted to and approved by the Small Business Administration under its Docket No. DCL3-166,201 - Rich., which are incorporated herein by this reference. Said buildings and improvements shall be constructed substantially in accordance with said plans and specifications, subject to such changes as may be approved by the Small Business Administration and by Lessee.

2.02 Lessee agrees to accept possession of the premises on the first day of the calendar month immediately following the calendar month in which final inspection and approval of said buildings and improvements has been given by the state or local authority which has jurisdiction over such construction, and any Notices of Completion or Certificates of Occupancy required by any governmental law, rule or regulation shall have been duly filed or issued, provided that said buildings and improvements have been substantially completed in accordance with the provisions of Section 2.01 hereof. Said date shall be deemed to be the date that the building is complete and ready for occupancy, for the purposes of

Recorded 3/28/66 12 A. M.

Section 1.01 hereof.

III.

RENTAL

3.01 Lessee covenants and agrees to pay to Lessor as rental for the premises the sum of four thousand dollars ($4,000) per month for the ninety (90) calendar months of the lease term following November 30, 1965, payable monthly in advance on or before the twenty-first day of each and every calendar month during said ninety (90) months; thence, two thousand six hundred seventy dollars ($2,670) per month for the next thirty (30) months, commencing with the ninety-first (91) month of this Lease following November 30, 1965, payable monthly in advance on or before the twenty-first day of each and every calendar month; thence one thousand three hundred sixty dollars ($1,360) per month for the next one hundred twenty (120) months commencing on the one hundred twenty-first (121) month of this Lease following November 30, 1965, payable monthly in advance on or before the twenty-first day of each and every calendar month for the balance of the term of this Lease.

3.02 The parties contemplate that Lessor has executed or will execute a note (the "SBA note") in favor of Small Business Administration and/or The Bank of Walterboro in the principal amount of $438,000, secured by a first deed of trust or mortgage on the premises (the "SBA mortgage"). The holder for the time being of the SBA note is hereinafter called the "Mortgagee".

3.03 Lessee agrees that it will make all rental payments due hereunder to such bank or other agent

Recorded 3/28/66 12 A. M.

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for collection as may be designated in writing by Mortgagee and Lessor, until further written instructions from Mortgagee and Lessor; and Lessor agrees that payment to such bank or other agent for collection shall fully discharge Lessee's obligations with respect to any amounts so paid.

3.04 This Lease and Lessee's interest hereunder shall at all times be prior and superior to the lien of the SBA mortgage, and Lessee shall not be entitled to terminate this Lease on account of any default under the SBA note or the SBA mortgage, or any foreclosure thereof

Recorded 3/28/66 x&xx. 12 A. M.

or sale thereunder, but in the event of any such default Lessee may (but shall not be obligated to) pay directly to Mortgagee an amount sufficient to cure such default and credit the amount of such payment against rentals theretofore or thereafter due hereunder.

IV.

TAXES

4.01 Lessee covenants and agrees to pay and discharge prior to delinquency all real estate taxes and assessments, district levies, water rates and charges, and all other governmental charges of every kind and nature whatsoever (unforeseen as well as foreseen) which may during the term hereof be levied or imposed upon the premises or which may constitute a lien on the premises; provided, however, that with respect to any special assessment for public improvements or benefits, which by law is payable or may be paid in installments, Lessee may elect to pay the same in installments and shall be required to pay only those installments which become due during the term of this Lease.

4.02 Taxes for the fiscal (tax) year in which the term of this Lease commences and for the fiscal year in which this Lease terminates shall be apportioned between the parties as of the respective dates of commencement and termination, and each party agrees to reimburse the other upon demand for its pro rata portion of such taxes, if any, which shall have been paid in advance by such other party.

4.03 The taxes and other charges herein provided to be paid by Lessee shall not include any income,

Recorded 3/28/66 ~~9xxxxMx~~ 12 A. M.

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estate, inheritance, franchise, capital levy or other tax levied against Lessor or Lessor's income or estate, even though the same may be charged against or become a lien on the premises. If Lessor shall default in the payment of any tax not payable by Lessee hereunder and if such tax shall become a lien on the premises, Lessee may, at its option, pay such tax and may credit the amount so paid against rentals theretofore or thereafter falling due hereunder.

4.04 Nothing herein shall be deemed to prevent either party from contesting, by appropriate legal proceedings, the amount or validity of any tax; provided, however, that such tax shall be paid in full by such party as herein provided, unless such legal proceedings shall operate to prevent the sale of the premises or any part thereof or the foreclosure of any lien thereon to satisfy such tax prior to the final termination of such proceedings.

4.05 Lessor covenants and agrees to give prompt notice to Lessee upon receipt by Lessor of any tax bill or any other notice with respect to taxes payable by Lessee hereunder, and to furnish Lessee with original or photostatic copies of any such tax bill or notice. Lessee covenants and agrees to furnish Lessor and Mortgagee, if so requested, with original or photostatic copies of receipts evidencing compliance by Lessee with its obligations hereunder.

Recorded 3/28/66 12 A. M.

V.

INSURANCE

5.01 Throughout the term of this Lease Lessee shall maintain in force public liability insurance covering the premises against liability for personal injuries or property damage arising out of the use, occupation or condition of the premises, in the following amounts: for personal injuries to any one person, $100,000; for personal injuries to more than one person arising out of a single accident, $300,000; and for property damage, $25,000. Lessor shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision.

5.02 Throughout the term of this Lease Lessee shall maintain in force fire insurance covering the buildings upon the premises, with extended coverage endorsements insuring against such risks as are or shall be customarily insured against with respect to buildings similar in construction, location, use and occupancy to the buildings then on the premises, in an amount sufficient to prevent any coinsurance provision from becoming effective, but in any event in an amount not less than 90% of the then full insurable value of such buildings. Such then full insurable value shall be deemed to be the full replacement cost thereof, excluding foundation and excavation costs and costs of underground pipes, drains and other uninsurable items, less physical depreciation. All policies of fire insurance maintained pursuant to this provision (i) shall name Lessor and, if so required, Mortgagee as additional insureds, (ii) shall provide

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that such policies may not be cancelled without at least ten days' prior written notice to Lessor and Mortgagee, and (iii) shall contain a mortgage clause in favor of Mortgagee similar in character to the New York Standard Mortgagee Clause, providing in effect that with respect to the Mortgagee, such insurance will not be affected by use of the premises otherwise than as permitted under the terms of the policy, or by other violation of the terms of the policy by the Lessee or by occupants of the premises.

5.03 The proceeds of any fire insurance policies carried pursuant hereto shall, if Mortgagee requires, be paid either to Mortgagee or to a bank or trust company selected by Mortgagee, or if Mortgagee does not so require, to a bank or trust company selected by Lessor and Lessee. Such fire insurance proceeds shall be disbursed by Mortgagee or by such bank or trust company from time to time for the purpose of restoring the premises, or such part thereof as may have been destroyed or damaged, in accordance with the provisions of Article VI hereof.

VI.

MAINTENANCE AND REPAIRS

6.01 Lessee shall maintain the premises in good condition and repair throughout the term of this Lease, reasonable wear and tear excepted, and shall deliver the premises to Lessor in good order and condition at the termination of this Lease.

6.02 In the event the premises are damaged or destroyed from any cause, Lessee shall within 120 days

after such occurrence commence, and shall thereafter proceed with reasonable diligence, to rebuild, repair and restore the premises as nearly as may be to their condition immediately prior to such damage or destruction.

6.03 All fire insurance proceeds paid on account of such damage or destruction, less the cost, if any, incurred in connection with adjustment of the loss, shall be applied to the cost of restoration and repair of the premises, including the cost of temporary repairs or the cost of such other work as, in Lessee's opinion, may be necessary to protect the premises pending adjustment of the loss or the making of permanent repairs or to prevent interference with the normal operation of the premises. The fire insurance proceeds shall be paid to or upon the order of Lessee from time to time as the work of restoration and repair progresses in amounts equal to the cost of labor and material incorporated into and used in such work, and builders', architects' and engineers' fees and other charges in connection with such work, upon delivery to Mortgagee or the bank or trust company which holds such insurance proceeds of a certificate of Lessee stating that the amounts so to be paid to Lessee are payable in accordance herewith and that such amounts are then due and payable by Lessee or have theretofore been paid by Lessee in connection with such work. In the event that such work of restoration and repair involves expenditures in excess of $100,000, each such certificate of Lessee shall also be signed by the architect or engineer in charge of such work, who shall be selected by Lessee and approved by Lessor and,

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if so required, by Mortgagee. In the event any of such fire insurance proceeds remain after completion of such work, such remainder shall be applied to cure any default then existing on the part of Lessee to Lessor, and the balance, if any, shall be paid to and retained by Lessee.

6.04 If Lessee shall fail, neglect or be unable to restore and repair the premises in accordance with the provisions hereof, then the fire insurance proceeds shall be applied to reduction of the principal and interest then owing on the SBA note, and the balance of such proceeds, if any, shall be retained by Lessor. In such event, Lessor may at its election repair and restore the premises, in which case this Lease shall continue in full force and effect; otherwise, this Lease shall terminate when (but not until) the SBA note shall be paid in full.

VII.

CONDEMNATION

7.01 If during the term of this Lease all or substantially all of the premises are taken through the exercise of the power of eminent domain, this Lease shall terminate upon the date that the condemning authority shall take possession of the premises, and each of the parties hereto shall be entitled to retain whatever compensation is awarded to it in the condemnation proceedings or paid to it by the condemning authority; provided, however, that if the compensation so paid to Lessor is less than the then outstanding balance of principal and interest on the SBA note, Lessee shall pay to

Lessor from Lessee's portion of the condemnation award an amount equal to such deficiency, so that the SBA note may be paid in full from the proceeds of such condemnation.

7.02 If during the term of this Lease a portion of the premises is taken through exercise of the power of eminent domain, then effective upon the date that the condemning authority takes possession of such condemned portion, the rental payable hereunder shall be reduced to an amount which bears the same proportion to the rental prior to such taking that the market value of the remaining portion of the premises immediately after such taking bears to the market value of the entire premises immediately prior to such taking. In such event the entire award of compensation, including any severance damages, shall be the property of Lessor, whether or not apportioned by the court between Lessor and Lessee or paid in part to Lessee. Notwithstanding the foregoing, no reduction of the rental shall be made to an amount less than the monthly debt service on the SBA note, after giving effect to application of the condemnation award to prepayment of the SBA note.

7.03 In the event a portion of the premises is condemned and such portion includes more than one-fourth of the total floor area of the buildings located on the premises, then either Lessor or Lessee may at its option terminate this Lease, and in the event of such termination, such taking shall be treated as a taking of substantially all of the premises and the provisions of Section 7.01 above shall be applicable. In the event

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neither of the parties elects so to terminate this Lease, then the provisions of Section 7.02 shall be applicable.

VIII.

USE OF PREMISES

8.01 Lessee shall have the right to use and occupy the premises for any and all lawful uses and purposes. Lessee shall comply with all laws, ordinances and other governmental regulations which may be applicable to the premises or Lessee's use thereof from time to time.

8.02 Lessee shall pay all charges for telephone service, gas, electricity, water and other utilities and services used, consumed or furnished upon the premises.

IX.

FIXTURES, ALTERATIONS AND ADDITIONS

9.01 Lessee may at Lessee's expense install in or about the premises such fixtures and equipment as Lessee may desire. All such fixtures and equipment installed by Lessee shall be and remain the property of Lessee and shall be removable by Lessee at any time during the term of this Lease or any extension thereof, or within a period of fifteen days subsequent to the termination of this Lease. Removal of any such fixtures and equipment shall be at Lessee's expense and Lessee shall repair any damage or injury to the premises occasioned by such removal.

Recorded 3/28/66 12 A. M.

9.02 Lessee may at Lessee's expense make any alterations or construct any additions or improvements upon the premises, provided that any such alterations, additions or improvements shall be made or constructed in conformity with all building codes and other applicable laws, ordinances and regulations, and further provided that no such alteration, addition or improvement shall structurally weaken, damage or deface any building or other improvement existing upon the premises, or (in the judgment of Lessor or Mortgagee) reduce the market value of the premises considered as a whole. In connection with any such alteration, addition or improvement, Lessee shall pay for all labor or materials supplied to the premises in cash or its equivalent, so that the premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the premises.

X.

ASSIGNMENT AND SUBLETTING

10.01 Neither Lessee nor any subsequent assignee of this Lease shall assign or transfer this Lease in whole or in part, without the prior written approval of the Lessor, The Bank of Walterboro, Farmers and Merchants Bank and Small Business Administration; and such written approval shall not be unreasonably withheld by the said Lessor, The Bank of Walterboro, Farmers and Merchants Bank and Small Business Administration.

10.02 Lessor hereby consents to the assignment or transfer of this Lease by Lessee to any corporation acquiring all or substantially all of the business or

Recorded 3/28/66 12 A. M.

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assets of Lessee by consolidation, merger or otherwise, or to any corporation which is a wholly owned subsidiary of Lessee or which owns all the outstanding voting stock of Lessee, subject to the provisions of Section 10.03 hereof.

10.03 Any assignee or subsequent assignee of this Lease shall assume, be bound by and personally liable for all obligations, liabilities and promises of Lessee thereafter accruing, as fully as though such assignee were the original or named Lessee hereunder. Acceptance or taking possession of the premises shall be conclusive evidence of such assumption and liability. No assignment or subletting shall relieve Lessee of any obligations hereunder whether accrued prior to the date of the assignment or thereafter.

10.04 Any assignment, whether voluntary or involuntary, which is not in accordance with the provisions of this Article X shall be null and void and of no force or effect.

XI.

RIGHTS OF LESSOR IN EVENT OF DEFAULT

11.01 If any of the following events (hereinafter called "events of default") shall occur:

(a) Lessee shall fail to pay any installment of rent when the same shall become due and such default shall continue for a period of more than ten days after written notice from Lessor specifying such default; or

Recorded 3/28/66 12 A. M.

(b) Lessee shall default in the performance of any obligation required to be performed by Lessee (other than the payment of rental) and such default shall continue for a period of thirty days after written notice from Lessor specifying such default (provided that if the default is of such a character as to require more than thirty days to cure, the continuance thereof shall not constitute an event of default so long as Lessee shall commence to cure such default within said thirty days' period and shall thereafter use reasonable diligence to complete the curing thereof); or

(c) Lessee shall be adjudicated bankrupt or a petition by or against Lessee for reorganization or adjustment of its obligations under the Bankruptcy Act or other insolvency statute shall be approved, or Lessee shall make a general assignment of its property for the benefit of creditors; or

(d) Any receiver of Lessee or any sheriff, marshal, constable or keeper shall take possession of the premises by virtue of any appointment of such receiver by a court of competent jurisdiction or by virtue of any attachment or execution against Lessee, and the premises shall not be released from the possession of such receiver, sheriff, marshal, constable or keeper and restored to the possession of Lessee within sixty days after the taking of such possession;

Recorded 3/28/66 @ 12 A. M.

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then and in any such case Lessor may at its option (in addition to any other remedies provided by law) terminate this Lease and recover from Lessee (a) all amounts due to the date of such termination and (b) the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved herein for the balance of the term or any shorter period of time over the then reasonable rental value of the premises for the same period; or Lessor may without terminating this Lease reenter the premises and relet the same or any part thereof for all or any part of the unexpired term of this Lease upon such terms and conditions as Lessor may elect. In the event of such reletting without terminating this Lease, Lessee shall pay to Lessor, monthly, an amount equal to the excess of

(a) The aggregate rental required to be paid by Lessee hereunder, over

(b) The aggregate rentals received by Lessor upon such reletting, after first deducting therefrom the expenses of Lessor reasonably incurred in such reletting including, without limitation, legal expenses, expenses of preparing the premises for reletting, commissions, and the cost of altering the premises for the purpose of such reletting.

11.02 If Lessee shall fail to do any act required by the terms of this Lease, and if such failure continues for a period of ten days after written notice thereof from Lessor to Lessee, Lessor may at its option do such act or, if such act shall be the payment of

money, make such payment. Lessee shall pay on demand any amount properly expended by Lessor for such purpose, with interest thereon at 8% per annum from the date of payment. If Lessee shall fail so to pay, said amount shall be added to the installment of rental then or next to become due and shall become and be thereafter for all purposes additional rental, and Lessor shall have the same remedies for the collection thereof or otherwise as in the case of default in the payment of the rental reserved herein.

XII.

QUIET ENJOYMENT

12.01 Lessor covenants and agrees that Lessee, upon payment of the rental and other charges herein provided for and upon performance and compliance with all the other covenants, agreements and conditions of this Lease, shall lawfully and quietly hold, occupy and enjoy the premises during the term hereof, without hindrance or molestation by Lessor, or any person or persons claiming under Lessor, except as otherwise provided herein.

XIII.

MISCELLANEOUS PROVISIONS

13.01 Lessee shall not permit to exist any mechanic's liens or other liens against the premises or any part thereof, and shall cause any such lien to be discharged and released within twenty days after notice thereof; or, in the event that Lessee shall contest the claim secured by such lien in good faith and by appropriate proceedings, Lessee shall cause such lien to be

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released and discharged prior to foreclosure thereof or sale thereunder.

13.02 Lessor agrees that any investment credit under the provisions of Section 38 of the Internal Revenue Code, available on any of the property covered by this Lease, shall be passed on to Lessee, and Lessor agrees to execute upon request of Lessee an appropriate election and any other documents necessary to effect the purposes of this Section 13.02.

13.03 In all provisions of this Lease, time is expressly declared to be of the essence.

13.04 No waiver of any breach of any of the provisions of this Lease shall be construed as a waiver of any succeeding breach of the same or of any other term.

13.05 Lessor's agents shall be entitled to access to the premises at all reasonable times for purposes of inspection, posting notices of nonresponsibility, or other reasonable purposes.

13.06 Lessee covenants and agrees to save and hold Lessor harmless from any liability for personal injuries or property damage arising out of or in connection with the use or occupation by Lessee of the premises or the use thereof by the subtenants, agents, employees or invitees of Lessee.

13.07 The captions to the various articles of this Lease are for convenience only and shall not be deemed to limit or define the contents of the respective

articles.

13.08 The terms "Lessor" and "Lessee" used herein shall include, and all of the terms and provisions hereof shall bind and inure to the benefit of, the heirs, successors and assigns of the respective parties hereto, subject to the provisions of Article X hereof.

13.09 In the event of legal action by either party hereto brought to enforce any term hereof or for the recovery of damages for any breach hereof, or to determine any of the rights of the parties hereunder, the prevailing party in such action may recover a reasonable attorneys' fee to be fixed by the court, in addition to court costs and any other recovery in such action.

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

COLLETON INDUSTRIAL CORPORATION, INC.

By I. A. Smoak, Jr.
I. A. Smoak, Jr.

And J B Lyons
J. B. Lyons

RECOLD CORPORATION

By E J Jarvis
E. V. Jarvis

And James Diver
James Diver

Recorded 3/28/66 12 A. M.

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AGREEMENT

BORG-WARNER CORPORATION and E. V. JARVIS and H. W. JARVIS agree that if the purchase of the assets of Recold Corporation by Borg-Warner Corporation pursuant to the Agreement dated February 24, 1966, is consummated as contemplated by said Agreement, then concurrently with the closing under said Agreement they will enter into and execute an Amendment of Lease in the form annexed hereto.

It is understood that E. V. Jarvis and H. W. Jarvis are not presently the owners of the premises covered by the lease referred to in said Amendment of Lease. They expect to become such owners prior to the closing under said Agreement; if they do not, they will use their best efforts to cause Colleton Industrial Corporation, Inc. to execute said Amendment of Lease, and in any event, will execute and deliver it themselves, to take effect at such time as they become such owners.

DATED: March 4, 1966.

BORG-WARNER CORPORATION

By L. G. Porter
President L. G. Porter

E. V. JARVIS

H. W. JARVIS

Recorded March 10, 1975 - 11:00 A.M.

414 A

AMENDMENT OF LEASE

With reference to that certain lease covering certain real property in the County of Colleton, South Carolina, made May 21, 1965 between Colleton Industrial Corporation, Inc. as Lessor and Recold Corporation as Lessee (herein called the "lease"), this amendment is made between Colleton Industrial Corporation, Inc. or its successors in interest as Lessor under the lease (herein "Lessor") and Borg-Warner Corporation as successor in interest to Recold Corporation as Lessee under the lease (herein "Lessee").

W I T N E S S E T H

1. The lease is hereby amended and supplemented by the addition thereto of the following provisions:

(a) Lessee shall have the option to purchase that portion of the premises described in Schedule 1 hereto annexed (consisting of 10 acres on which the existing industrial plant of Lessee is located) at the end of seven and one-half years of the term of the lease, and thereafter so long as Lessee continues to pay rental at the annual rate of $37,000, at a price equal to the then appraised value of the land, building and improvements. Such appraised value shall be determined on the basis of the market value of the property without reference to the existence of the lease, and shall be determined as promptly as practicable after the giving of notice of

Recorded March 10, 1975 - 11:00 A.M.

exercise of such option by Lessee by a single appraiser (if the parties are able to agree upon a single appraiser for this purpose) or by a board of three appraisers, each of whom shall be a member of the American Institute of Real Estate Appraisers, one of whom shall be designated by each of the parties and one of whom shall be chosen by the two so designated. Upon consummation of the purchase by Lessee upon exercise of such option, the lease shall terminate as to that portion of the premises not included within the portion purchased upon exercise of the option.

(b) The annual rate of rental reserved in the lease shall become $37,000 per year at the end of the first seven and one-half years of the term, payable monthly, and shall remain at that rate for the next two and one-half years of the term.

(c) At the end of the first ten years of the term, Lessee may at its option tender its leasehold interest to Lessor for surrender and termination of Lessee's rights and obligations under the lease. Such tender may be made by written notice to Lessor given within one hundred twenty days before or after the end of such tenth year. Lessor may accept such tender at any time within one year after receipt of such notice (but not before the

Recorded March 10, 1975 - 11:00 A.M.

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end of such tenth year) by acceptance of surrender of possession of the premises and concurrent delivery to Lessee of such releases or other instruments as may be legally sufficient to relieve Lessee of its obligations as Lessee under the lease from and after the date of such surrender. Lessor shall give written notice of acceptance of such tender 120 days prior to the effective date of such surrender, unless a shorter period is agreed to by the parties. If Lessor does not accept such tender, the lease shall continue in full force and effect at the rental originally provided for in Section 3.01 of the lease; and the lease shall likewise continue in effect, at such rental, during any period of time between the giving of such notice and the acceptance of such tender by Lessor.

(d) Unless the tender provided for in the foregoing subparagraph is made by Lessee, or if for any reason (having made such tender) Lessee fails or refuses to surrender the premises to Lessor upon acceptance of such tender by Lessor, the annual rate of rental reserved in the lease shall become $37,000 per year at the end of the first ten years of the term, payable monthly, and shall remain at that rate for the next five years of the term.

(e) At the end of the first fifteen years of the term, Lessee may tender its leasehold interest to Lessor for surrender and termination of Lessee's rights and obligations under the lease.

Such tender shall be made and accepted in the same manner and with the same effect as provided in subparagraph (c) above with respect to tender at the end of ten years.

(f) Unless the tender provided for in the foregoing subparagraph is made by Lessee, or if for any reason (having made such tender) Lessee fails or refuses to surrender the premises to Lessor upon acceptance of such tender by Lessor, the annual rate of rental reserved in the lease shall become $37,000 per year at the end of the fifteenth year of the term, payable monthly, and shall remain at that rate for the balance of the term.

2. If the option provided for in subparagraph (a) of the foregoing paragraph shall be exercised by Lessee, then immediately following determination of the purchase price by the appraiser or appraisers as provided for in said subparagraph (a), Lessor shall deposit with an escrow depositary reasonably acceptable to Lessee, in Colleton County, South Carolina, a duly executed deed in form sufficient to convey from Lessor to Lessee good and marketable title to the property being purchased by Lessee upon exercise of such option, together with an instrument releasing Lessee from any further obligations under the lease with respect to that portion of the premises not being so purchased, all for delivery to or upon the order of Lessee against delivery to Lessor, through said escrow,

Recorded March 10, 1975 @ 11:00 A.M.

.414 E

of the purchase price in cash. Said purchase price shall be deposited in said escrow by Lessee as promptly as practicable following determination of the purchase price as aforesaid. The parties agree to execute any and all escrow instructions reasonably necessary to carry out and consummate said escrow in accordance with this agreement, and Lessor agrees, in addition, to take all action necessary or appropriate for the purpose of causing any liens against the premises (which may have been created by Lessor or which are in existence at the date of this instrument, including without limiting the generality of the foregoing the lien of that certain Deed of Trust in favor of the Small Business Administration which is presently in existence) to be paid and discharged, through said escrow, by application of such cash purchase price, to the end that Lessor shall convey to Lessee a good and marketable title to the property being purchased by Lessee, free of any such lien. The expenses of such escrow shall be shared equally by the parties, and the expenses of preparation and recording of deeds and other instruments necessary to carry out said purchase shall be borne by Lessor.

3. It is understood that the premises covered by the lease have been hypothecated, by the Deed of Trust mentioned above, to secure an indebtedness to Small Business Administration, the Bank of Walterboro, and Farmers & Merchants Bank, and that the Lessor's interest

in the lease has been assigned as additional security for said indebtedness. The amendments and supplements of the lease set forth in this instrument are subject and subordinate to said Deed of Trust and said assignment, but otherwise shall be binding upon Lessor and its successors and assigns. ~~The option to purchase a portion of the premises, set forth in paragraph 1(a) hereof, shall not in any event be exercised at a purchase price insufficient to pay in full the balance then owing upon said indebtedness.~~ Lessor agrees that all rentals received by Lessor under the lease will be first applied to payment of the installments of principal and interest owing upon said indebtedness, as they fall due, and that Lessor will not obtain any extension of time or delay or forbearance as to any of said installments, or any reduction in the amount of said installments, without the prior approval of Lessee.

WITNESS, the due execution hereof this 25th day of March, 1966.

LESSOR:

E. V. Jarvis

E. V. Jarvis

H. W. Jarvis

H. W. Jarvis

LESSEE:

BORG-WARNER CORPORATION

By L G Porter

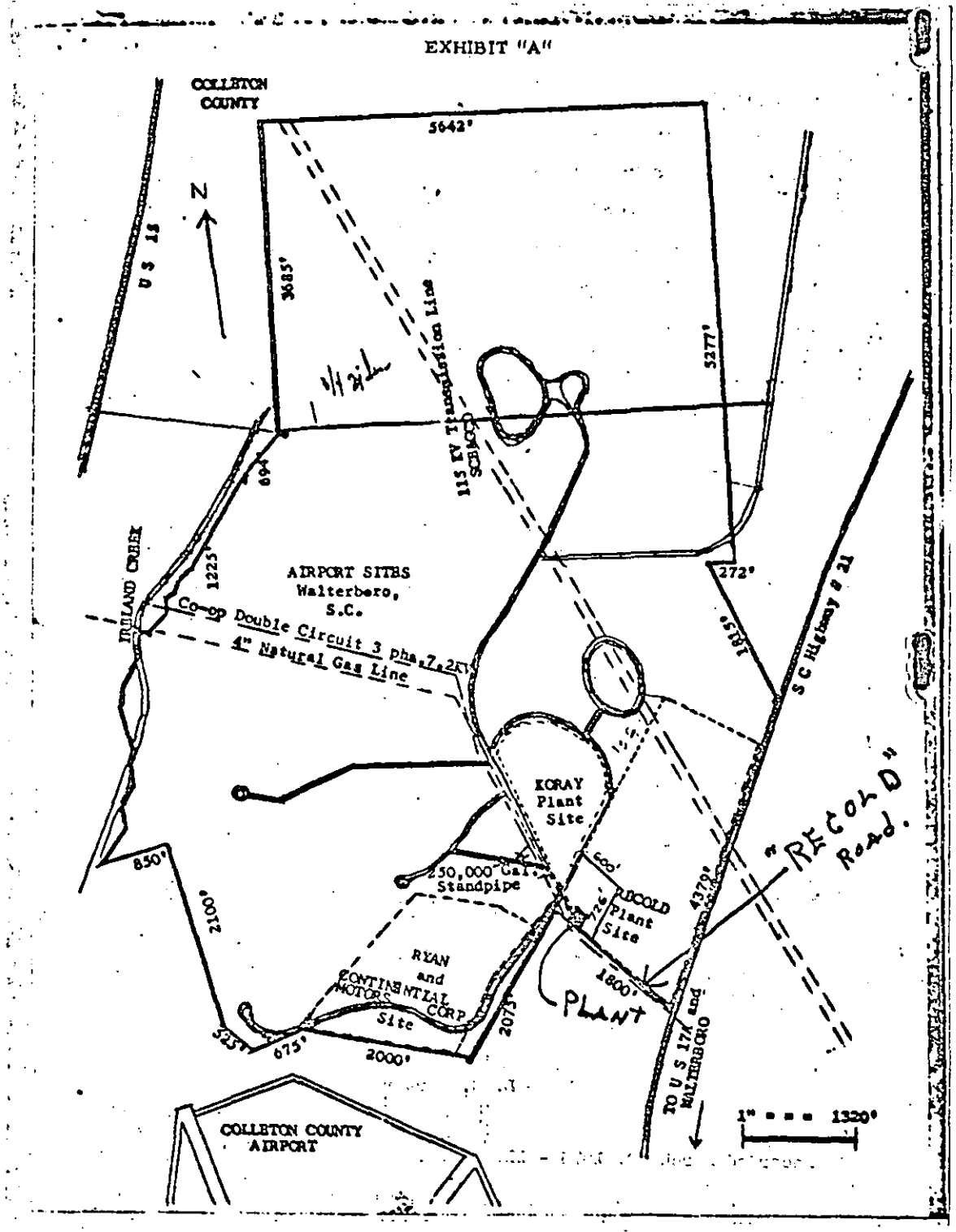
L. G. Porter

Recorded March 10, 1975 - 11:00 A.M.

DEEDS

414 B-

EXHIBIT "A"



BOOK 140

415

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) H. J. Warren, Highway #21, Smoaks, S. C.

the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of THIRTY-FIVE (35') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of A. L. Smoak

Easterly by lands of Mamie Smoak

Southerly by lands of Hiers & Copeland

Westerly by lands of U. S. Highway #21

Said tract contains five (5) acres, more or less, and is located on U. S. Highway #21, Smoaks, South Carolina. Right-of-way enters Grantors land from the land of Mamie Smoak thence extending across Grantors land in a southwesterly direction to the land of Hiers and Copeland.

Right-of-way to be as shown on Dwg. No. CP-10300 dated July 26, 1965 of South Carolina Electric & Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of TWO HUNDRED AND NO/100----------Dollars ($200.00------) within SIXTY (60) DAYS from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 22 day of March, 1966

H. J. Warren (SEAL)
H. J. Warren (SEAL)
(SEAL)
(SEAL)
Recorded 3/28/66 12 A. M. (SEAL)
(SEAL)
(SEAL)

WITNESS:
Irvine K. Brown
Crescentia Connor
CP Robertson

Form [illegible] 6-62

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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me C. P. Robertson and made oath that he saw the within named H. J. Warren sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned and that he with Irvena K. Brown and Crescentia Connor in the presence of each other witnessed the due execution thereof.

Sworn to before me this 22nd day of March, 1966.

C. P. Robertson

Shealy G. Pendarvis
Notary Public for South Carolina

BOOK 140

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Original

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canaiya - Fairfax - Denmark 115 Kv

ACCT. NO. 1092

CHECK NO. 1336 January 10 19 66

The undersigned hereby acknowledge receipt of timely payment of Three Thousand, Four Hundred, Ninety-five and No/100 Dollars ($3,495.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated December 29, 1966, to construct, maintain and operate an electric line or lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the line as now surveyed is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J C Hollingsworth

Wanda W. Bridger

UNION BAG-CAMP PAPER CORPORATION

By: W A Leggett (SEAL)

W. A. Leggett

Woodlands Accountant (SEAL)

(SEAL)

(SEAL)

State of ~~South Carolina~~ GEORGIA,

County of CHATHAM

Personally appeared before me J. C. Hollingsworth and made oath that he saw the within named W. A. Leggett, Woodlands Accountant sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Wanda W. Bridger in the presence of each other, witnessed the due execution thereof.

J C Hollingsworth

Sworn to before me this 13th day of January 19 66

Thelma H Stanley

Notary Public, Chatham County, Ga. Notary Public ~~for S.C.~~

My Commission Expires Sept. 1, 1968

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public for

Recorded 4/4/66 9 A. M.

Form RW-3-SC-12-62

H18

BOOK 140

419

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV

ACCT. NO. 1092

CHECK NO. 1305

September 2nd 1965

The undersigned hereby acknowledge receipt of timely payment of Two Thousand

Dollars, ($2000.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated August 23rd, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Hallie H. Copeland (SEAL)

Madeline D. Cassanova (SEAL)

J H Bonnett (SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me J. H. Bonnett

and made oath that he saw the within named Hallie H. Copeland

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Madeline D. Cassanova in the presence of each other, witnessed the due execution thereof.

J H Bonnett

Sworn to before me this 2nd day of September 1965

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For

Form RW-3-SC-3-61

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BOOK 140

421

Form No. 900—LEASE—Revised 1923

STATE OF SOUTH CAROLINA,

THIS AGREEMENT, Made this 29th day of March, 19 66

between Alice Jewell B. Padgett

hereinafter styled the Landlord, and Grace Agnes Hawkins

hereinafter styled the Tenant, WITNESSETH:

THAT the said Landlord does hereby lease unto the said Tenant, and the said Tenant does hereby lease from the said Landlord without artificial heat, light or water All that certain piece, parcel or lot of land, together with the building used as a beauty salon and the home and any other buildings and improvements thereon, situate near the Town of Walterboro, County of Colleton, State of South Carolina, shown and designated as Lot No. 1 on a subdivision plat prepared for D. H. Zeigler by Harry M. Fripp surveyor, of date, February 9, 1951, measuring one hundred thirty (130') feet on the northeastern and southwestern boundaries and one hundred twenty-five (125') feet on the southeastern and northwestern boundaries, and bounded on the northeast by lot No. 2 on said plat; on the southeast by a ditch; on the southwest by S. C. Highway No. 64; and on the Northwest by a street.

to be used as a beauty salon and a home

TO HAVE AND TO HOLD the premises above described for the term of one (1) year,

said term to commence on the 29th day of March 19 66

and to end on the 28th day of March 19 67, at a rental of

ONE HUNDRED FIFTY and 00/100 ($150.00) DOLLARS per month

said rent to be paid in advance on the 29th day of each and every month during the life of this lease by the Tenant to the Landlord at Walterboro, South Carolina,

State aforesaid, or to the duly authorized Agent of the Landlord. Stamp .72 affixed

~~AND IT IS AGREED that no [illegible] by the Landlord to the possession of the premises, or the renewal of the Lease by the Landlord to the Tenant by the Landlord to the Tenant by the Landlord to the Tenant

AND IT IS AGREED that the tenant shall have the option to renew this lease at the same monthly rental for an additional period of one (1) year; provided, however, that thirty (30) days notice in writing shall be given by the tenant to the landlord previous to the expiration of the period herein originally specified.

AND IT IS FURTHER AGREED that at the expiration of the original term or at the expiration of the renewed term, the landlord shall give to the tenant the option to purch the premises herein leased at a price to be negotiated at the time of the proposed purcha

AND IT IS LASTLY AGREED, That the terms of the foregoing lease shall not be varied or modified without the consent of the parties hereto being first endorsed hereon.

IN WITNESS WHEREOF, the said parties have hereuntoset their hands and seals the day and year first above written.

SIGNED AND SEALED IN PRESENCE OF

I. A. Smoak, Jr. — Alice Jewell B. Padgett (L. S.)

Edna V. Devitt — Grace Agnes Hawkins (L. S.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF COLLETON)

PERSONALLY appeared before me Edna V. DeVitt, who, on oath, says that she saw the within named Alice Jewell B. Padgett as Landlord and Grace Agnes Hawkins as Tenant sign, seal and as their acts and deeds, deliver the within-written Lease for the uses and purposes therein mentioned and that she with I. A. Smoak, Jr. witnessed the execution thereof.

Edna V. DeVitt

SWORN to before me this
29th day of March, 1966.

I. A. Smoak Jr. (SEAL)
Notary Public for South Carolina

Standard Form Lease

Alice Jewell B. Padgett, Landlord

AND

Grace Agnes Hawkins, Tenant

Premises

From

To

Rent $ Per Month

Payable in advance on

Recorded this 5 day of April A.D. 1966
In Book Page
At o'clock M.
G. B. Crosby
Clerk of Court, Colleton County, S. C.

For Identification Only
Defendant's #1
Dept's

BOOK 140

423

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

No. 11331

THE STATE OF SOUTH CAROLINA }
County of Colleton }

LEASE
Borrow and Material Pit

File
Project No. 15.358 Route No. 1-95 Road No. FAP I-95 110[illegible] Pts 2 & 3

THIS AGREEMENT made and entered into this 24 day of March, 19 66, by and between Eunice McTeer, Jane McTeer Brown & Carroll Brown, III hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of th Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, Borrow material, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 15 feet, consisting of 9.34 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow material Pit No. 13-B located in wooded lands right of Station 436/ 00 as shown by attached sketch.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until completion of above project

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, [redacted] rents and royalties in the sum of Two hundred seventy Five --- ($275.00) Dollars [per acre], [redacted]

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof [redacted]

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. [redacted] Trees that overhang the pit, or haul roads which are used as cess thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling erations therefrom.

2. Upon completion of the work of removing the pit material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3. The above payment shall include full compensation for all improvements (timber) and all damages

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

Recorded 4/7/66 2 P.M.

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Foch Ulmer

Norman A. Padgett

Jane McTeer Brown

Carroll Brown, III

Eunice F. McTeer

Lessor.

Witnesses as to State Highway Department:

Clara W. Tanner

Carole Ann Metz

S. C. State Highway Department

By J. D. McMahan, Jr.

Asst. State Highway Engr

The State of South Carolina

County of Colleton

As to Lessor

Personally appeared before me Foch Ulmer and made oath that he saw the within named Jane McTeer Brown, Carroll Brown, III and Eunice F. McTeer sign, seal and as their act and deed, execute the within written instrument; and that he with Norman A. Padgett witnessed the execution thereof.

Sworn to before me this 25th day of March, 1966.

Foch Ulmer

C. N. Padgett

Notary Public for S. C.

The State of South Carolina

County of Richland

As to Highway Department

Personally appeared before me Clara W. Tanner and made oath that he saw the within named J. D. McMahan, Jr. sign, seal and as his act and deed, executethe within written instrument; and that he with Carole A. Metz witnessed the execution thereof.

Sworn to before me this 4th day of April, 1966.

Carole Ann Metz

Clara W. Tanner

Mary Jane H. Moore (L.S.)

Notary Public for S. C.

The State of South Carolina

County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) H. B. Garbade do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by Bank of Ridgeland to Jane McTeer Brown and Carroll BrownIII and Eunice F. McTeer recorded in Mortgage Book 97 at Page 497 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 28th day of March, 1966.

in the presence of:

C. C. Chewning

Foch Ulmer

Bank of Ridgeland

H. B. Garbade, President

By: N. F. Garbade

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19 ___, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

BOOK 140

425

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

No 11330 ~~11331~~

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

File No. 15.351 & 15.352 Road No. 412, 578, 346, 63, 397, & 402

THIS AGREEMENT made and entered into this 28 day of March, 19 66, by and between Rivie D. Saunders Estate

(hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, Sand Clay, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4.5 feet, consisting of .75 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay Pit located in wooded lands 5.4 miles Rt. Sta. 107/00, Road 346. Pit bounded on all sides by other lands of Lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until March 28, 1967

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, [~~xxxx

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Foch Ulmer

Norman A. Padgett

Jane McTeer Brown

Carroll Brown, III

Eunice F. McTeer

Lessor.

Witnesses as to State Highway Department:

Clara W. Tanner

Carole Ann Metz

S. C. State Highway Department

By J. D. McMahan, Jr.

Asst. State Highway Engr

The State of South Carolina

County of Colleton

As to Lessor

Personally appeared before me Foch Ulmer and made oath that he saw the within named Jane McTeer Brown, Carroll Brown, III and Eunice F. McTeer sign, seal and as their act and deed, execute the within written instrument; and that he with Norman A. Padgett witnessed the execution thereof.

Sworn to before me this 25th day of March, 1966.

Foch Ulmer

C. N. Padgett

Notary Public for S. C.

The State of South Carolina

County of Richland

As to Highway Department

Personally appeared before me Clara W. Tanner and made oath that he saw the within named J. D. McMahan, Jr. sign, seal and as his act and deed, executethe within written instrument; and that S he with Carole A. Metz witnessed the execution thereof.

Sworn to before me this 4th day of April, 1966.

Carole Ann Metz

Clara W. Tanner

Mary Jane H. Moore (L.S.)

Notary Public for S. C.

The State of South Carolina

County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) H. B. Garbade do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by Bank of Ridgeland to Jane McTeer Brown and Carroll BrownIII and Eunice F. Mcteer recorded in Mortgage Book 97 at Page 497 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 28th day of March, 1966.

in the presence of:

C. C. Chewning

Foch Ulmer

Bank of Ridgeland

H. B. Garbade, President

By: N. F. Garbade

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19___, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

(L.S.)

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

BOOK 140

425

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

11330

№ ~~11233~~

THE STATE OF SOUTH CAROLINA }
County of Colleton } LEASE
Borrow and Material Pit

File No. 15.351 & 15.352 Road No. 412, 578, 346, 63, 397, & 402

THIS AGREEMENT made and entered into this 28 day of March, 19 66, by and between Rivie D. Saunders Estate hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, Sand Clay, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4.5 feet, consisting of .75 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay Pit located in wooded lands 5.4 miles Rt. Sta. 107/00, Road 346. Pit bounded on all sides by other lands of Lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until March 28, 1967

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, [~~xxxx

424

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Foch Ulmer

Norman A. Padgett

Jane McTeer Brown

Carroll Brown, III

Eunice F. McTeer

Lessor.

Witnesses as to State Highway Department:

Clara W. Tanner

Carole Ann Metz

S. C. State Highway Department

By J. D. McMahan, Jr.

Asst. State Highway Engr

The State of South Carolina

County of Colleton

As to Lessor

Personally appeared before me Foch Ulmer and made oath that he saw the within named Jane McTeer Brown, Carroll Brown, III and Eunice F. McTeer sign, seal and as their act and deed, execute the within written instrument; and that he with Norman A. Padgett witnessed the execution thereof.

Sworn to before me this 25th day of March, 1966.

Foch Ulmer

C. N. Padgett

Notary Public for S. C.

The State of South Carolina

County of Richland

As to Highway Department

Personally appeared before me Clara W. Tanner and made oath that he saw the within named J. D. McMahan, Jr. sign, seal and as his act and deed, executethe within written instrument; and that he with Carole A. Metz witnessed the execution thereof.

Sworn to before me this 4th day of April, 1966.

Carole Ann Metz

Clara W. Tanner

Mary Jane H. Moore (L.S.)

Notary Public for S. C.

The State of South Carolina

County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) H. B. Garbade do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by Bank of Ridgeland to Jane McTeer Brown and Carroll Brown III and Eunice F. McTeer recorded in Mortgage Book 97 at Page 497 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 28th day of March, 1966.

In the presence of:

C. C. Chewning

Foch Ulmer

Bank of Ridgeland

H. B. Garbade, President

By: N. F. Garbade

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19___, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

( )

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

BOOK 140

425

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

No. 11330 ~~11331~~

THE STATE OF SOUTH CAROLINA }
County of Colleton } LEASE
Borrow and Material Pit

File No. 15.351 & 15.352 ~~XXXXX~~ Road No. 412, 578, 346, 63, 397, & 402

THIS AGREEMENT made and entered into this 28 day of March, 19 66, by and between Rivie D. Saunders Estate hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, Sand Clay, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 4.5 feet, consisting of .75 acres, more or less, situated on land owned by the lessor, described as follows:

Sand Clay Pit located in wooded lands 5.4 miles Rt. Sta. 107/00, Road 346. Pit bounded on all sides by other lands of Lessor.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until March 28, 1967

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, [~~XXXX

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:
A. P. Smith
H. B. Hill

J. A. Saunders
Josephine S. Fralick
Lessie P. Saunders
Miriam C. Saunders
W. C. Saunders, Jr.
Jessie S. Cribb
Nadine S. Chaplin
Lessor

Witnesses as to State Highway Department:
R. J. Weeks, Jr.
Sharon P. Swisher

S. C. State Highway Department
By L. E. Wiggins, Jr.
Dist. Eng.

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named J. A. Saunders, Josephine S. Fralick, Lessie P. Saunders, Miriam C. Saunders, W. C. Saunders, Jr., Jessie C. Cribb and Nadine S. Chaplin sign, seal and as their act and deed, execute the within written instrument; and that he with H. B. Hill witnessed the execution thereof.

Sworn to before me this 29th day of March, 1966

A. P. Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me R. J. Weeks, Jr. and made oath that he saw the within named L. E. Wiggins, Jr. sign, seal and as his act and deed, executethe within written instrument; and that he with Sharon P. Swisher witnessed the execution thereof.

Sworn to before me this 5th day of April, 1966.

R. J. Weeks, Jr.

J. D. Hooper
Notary Public for S. C.

The State of South Carolina
County of _____

Mortgage Release

NONE

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by _____ to _____, recorded in Mortgage Book____ at Page____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196___ in the presence of:

_____

_____

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19____, and was immediately entered upon the proper Indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

Recorded 4/8/66 12 A. M.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

BOOK 140

427

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

№ 11319

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

File No. 15.350	Route No. 17	Fed. Aid No. F-353(7)

THIS AGREEMENT made and entered into this 2 day of February, 19 66, by and between West Virginia Pulp & Paper Company hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let Borrow Material, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 5 feet, consisting of 3.45 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow Pit located in wooded land 2095' LT. Sta. 881/12.8.
Material to be used as borrow on U.S. Route 17.
Pit bounded on all sides by other lands of lessor.
Material pit is more particularly shown on attached sketch.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: use existing roads

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until February, 1968

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, rents and royalties in the sum of Eight Hundred Sixty Two Fifty ($862.50) Dollars plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department shall be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the pit material, the Highway Department will cause to be smoothed up the pit area in a reasonable manner, and will provide drainage of the pit to the extent practicable, as follows:

3. Material Pit to be drained.

Recorded this 12 day of April A.D. 1966
in Book ... at 5 o'clock P.M.
A.B. Crosby
Clerk of Court, Colleton County, S.C.

Recorded 4/12/66 5 P.M.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:
A. P. Smith
H. B. Hill

J. A. Saunders
Josephine S. Fralick
Lessie P. Saunders
Miriam C. Saunders

W. C. Saunders, Jr.
Jessie S. Cribb
Nadine S. Chaplin
Lessor.

Witnesses as to State Highway Department:
R. J. Weeks, Jr.
Sharon P. Swisher

S. C. State Highway Department
By L. E. Wiggins, Jr.
Dist. Eng.

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named J. A. Saunders, Josephine S. Fralick, Lessie P. Saunders, Miriam C. Saunders, W. C. Saunders, Jr., Jessie S. Cribb and Nadine S. Chaplin sign, seal and as their act and deed, execute the within written instrument; and that he with H. B. Hill witnessed the execution thereof.

Sworn to before me this 29th day of March, 19 66

A. P. Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me R. J. Weeks, Jr. and made oath that he saw the within named L. E. Wiggins, Jr. sign, seal and as his act and deed, executethe within written instrument; and that he with Sharon P. Swisher witnessed the execution thereof.

Sworn to before me this 5th day of April, 19 66.

R. J. Weeks, Jr.

J. D. Hooper
Notary Public for S. C.

The State of South Carolina
County of _____

Mortgage Release
NONE

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by _____ to _____, recorded in Mortgage Book ____ at Page ____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196___.
In the presence of:

_____

_____

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19 ____, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

Recorded 4/8/66 12 A. M.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

BOOK 140

427

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

№ 11319

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

File No. 15.350 Route No. 17 FAP No. F-353(7)

THIS AGREEMENT made and entered into this 2 day of February, 19 66, by and between West Virginia Pulp & Paper Company hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let Borrow Material, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 5 feet, consisting of 3.45 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow Pit located in wooded land 2095' LT. Sta. 881+12.8.
Material to be used as borrow on U.S. Route 17.
Pit bounded on all sides by other lands of lessor.
Material pit is more particularly shown on attached sketch.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: use existing roads

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until February, 1968

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, rents and royalties in the sum of Eight Hundred Sixty Two Fifty ($862.50) Dollars plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the pit material, the Highway Department will cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable as follows:

3. Material Pit to be drained.

Recorded 4/12/66 5 P.M.

Recorded this 12 day of April A.D. 1966
In Book ___ Page ___
At 5 o'clock P.M.
A.B. Crosby
Clerk of Court, Colleton County, S.C.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:
A. P. Smith
H. B. Hill

J. A. Saunders
Josephine S. Fralick
Lessie P. Saunders
Miriam C. Saunders

W. C. Saunders, Jr.
Jessie S. Cribb
Nadine S. Chaplin
Lessor.

Witnesses as to State Highway Department:
R. J. Weeks, Jr.
Sharon P. Swisher

S. C. State Highway Department
By L. E. Wiggins, Jr.
Dist. Eng.

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me A. P. Smith and made oath that he saw the within named J. A. Saunders, Josephine S. Fralick, Lessie P. Saunders, Miriam C. Saunders, W. C. Saunders, Jr., Jessie C. Cribb and Nadine S. Chaplin sign, seal and as their act and deed, execute the within written instrument; and that he with H. B. Hill witnessed the execution thereof.

Sworn to before me this 29th day of March, 19 66

A. P. Smith

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Colleton

As to Highway Department

Personally appeared before me R. J. Weeks, Jr. and made oath that he saw the within named L. E. Wiggins, Jr. sign, seal and as his act and deed, executethe within written instrument; and that he with Sharon P. Swisher witnessed the execution thereof.

Sworn to before me this 5th day of April, 19 66.

R. J. Weeks, Jr.

J. D. Hooper
Notary Public for S. C.

The State of South Carolina
County of _____

Mortgage Release
NONE

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by _____ to _____, recorded in Mortgage Book____ at Page____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196___.
in the presence of:

_____

_____

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19____, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

Recorded 4/8/66 12 A. M.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

BOOK 140

427

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

№ 11319

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

File No. 15.350	Route No. 17	FAP No. F-353(7)

THIS AGREEMENT made and entered into this 2 day of February, 19 66, by and between West Virginia Pulp & Paper Company hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let Borrow Material, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 5 feet, consisting of 3.45 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow Pit located in wooded land 2095' LT. Sta. 881+12.8.
Material to be used as borrow on U.S. Route 17.
Pit bounded on all sides by other lands of lessor.
Material pit is more particularly shown on attached sketch.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: use existing roads

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until ~~completion of above project~~ February, 1968

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, ~~[illegible]~~ rents and royalties in the sum of Eight Hundred Sixty Two Fifty ($862.50) Dollars ~~[illegible]~~ plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof ~~[illegible]~~ or as follows:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the pit material, the Highway Department will [illegible] or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

3. Material Pit to be drained.

Recorded Feb 12 A.D. 1966
Day of April
Dt Book Page
No. 5 o'clock P.M.
A.B. Crosby
Clerk of Court, Colleton County, S.C.

Recorded 4/12/66 5 P.M.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

William Ernst Jr. — D. Y. Lenhart, MANAGER, TIMBERLANDS DIVISION

Lillian M. Lucca

West Virginia Pulp and Paper Company

— PRESIDENT

— Assistant Secretary

Witnesses as to State Highway Department:

Helen S. Hooker

Sharon P. Swisher

S. C. State Highway Department

By L. E. Wiggins Jr.
First Dep't

The State of ~~South Carolina~~ New York

County of New York

As to Lessor

Personally appeared before me WILLIAM ERNST, JR. and made oath that he saw the within named DAVID L. LUKE 3rd, D. Y. LENHART & ANNE J. EXLINE sign, seal and as the act and deed, execute the within written instrument; and that he with Lillian M. Lucca witnessed the execution thereof.

Sworn to before me this 25 day of MAR, 1966.

ELSIE J. LUND
Notary Public, State of New York
No. 31-7622590
Qualified in New York County
Commission Expires March 30, 1968

Elsie J. Lund
Notary Public for ~~S.C.~~ N.Y.

William Ernst Jr.

West Virginia Pulp and Paper Company

The State of South Carolina

County of Colleton

As to Highway Department

Personally appeared before me Helen S. Hooker and made oath that she saw the within named L. E. Wiggins, Jr. sign, seal and as his act and deed, executethe within written instrument; and that she with Sharon P. Swisher witnessed the execution thereof.

Sworn to before me this 11th day of April, 1966.

Helen S. Hooker

Notary Public for S.C.

The State of South Carolina

County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by _____ to _____, recorded in Mortgage Book____ at Page_____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this _____ day of _____, 196___.

In the presence of:

_____

_____

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19___, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

recorded 4/12/66 5 P.M.

Note: If execution of mortgage release not desired, make p[illegible]nt jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not record[illegible]r, "not recorded" in space above.

BOOK 140

429

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady Fabers Place

ACCT. NO. 1480

CHECK NO. 1689

14th April 1966

The undersigned hereby acknowledge receipt of timely payment of Twenty Five Hundred and no/100 Dollars, ($2,500.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 17th March 1966 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Norma S. Miley

H D Wissinger

U. S. Land & Timber Co., Inc (SEAL)

U.S. Land and Timber Co. Inc (SEAL)

S. K. E. Fishburne (SEAL)

L. G. Fishburne (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Norma S. Miley and made oath that he saw the within named U.S. Land and Timber Company Inc. by L. G. Fishburne its President sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with H D Wissinger in the presence of each other, witnessed the due execution thereof. Norma S. Miley

Sworn to before me this 14th day of April 1966.

H D Wissinger
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.) Recorded 4/14/66 4 P.M.

Notary Public For

Form RW-3-SC-3-61

430

BOOK 140

431

State of South Carolina,
County of Colleton } ss

KNOW ALL MEN BY THESE PRESENTS that I (We) U. S. Land and Timber Company, Inc.

the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar (00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do by bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of J. C. Dandridge, John Addison, Nelly Cattles

Easterly by lands of M. W. Bazzle and West Virginia Pulp and Paper Company

Southerly by lands of J. M. Rawl

Westerly by lands of Jessie C. Dandridge, R. H. Hobb, Oscar Fisher

** A tract of land containing 520.4 acres more or less and being the same land conveyed to Grantor by George W. Ackerman and recorded in Deck Book 129 at Page 237. Right of way enters Grantor land from lands of Jessie C. Dandridge thence extending across Grantor land in a southeasterly direction on to lands of M. W. Bazzle. Center line of right of way being more fully shown on Dwg. No. CP-10710 of the South Carolina Electric and Gas Company.

** Grantor reserves timber on said right of way and grantee agrees to cut and stack such timber in such lengths as may be requested by the grantor.

[illegible] the ordinary cultivation of said land, with valves, recovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Two Thousand Five Hundred and No/100 Dollars ($ 2,500.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 17th day of March, 19 66

US LAND AND TIMBER COMPANY, INC.

BY: [signature] (SEAL)
L. S. Fishburne, President (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

WITNESS: [signature]
Pearl Wood

Recorded 4/14/66 4 P. M.

#32

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Pearl Wood and made oath that she saw the within named U. S. Land and Timber Company, Inc. by L. G. Fishburne, its President, sign, seal and as his act and deed deliver the within right of way grant for the uses and pruposes therein mentioned, and that she with W. J. McLeod, Jr., in the presence of each other, witnessed the due execution thereof.

Pearl Wood

Sworn to before me this 17th day of March, 1966.

W. J. McLeod, Jr., Notary Public for S. C.
My Commission expires at the pleasure of the Governor.

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South Carolina
State Highway Department
Form No. 2050 Rev. 11/30/61

BORROW MATERIAL

THIS PIT HAS BEEN RECORDED

No. 11463

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

File Project No. 15.360 Route No. Interstate 95 FAP Project No. I-95-1 (12)

THIS AGREEMENT made and entered into this 23 day of March, 19 66, by and between B. R. Avant hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, Borrow Material, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 12 feet, consisting of 33.4 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow pit located in open field and wooded land, irregular in shape, 941.6 feet right of survey station 1084/75.

(SEE ATTACHED SKETCH)

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows:

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until Completion of project.

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, ~~[illegible]~~ rents and royalties in the sum of Two hundred fifty dollars ($ 250.00 Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof ~~[illegible]~~

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the pit material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

By outfall ditch.

3.

Recorded this 19
day of April A.D. 19 66
in Book 1 Page
At 11 o'clock A. M.
A B Crosby
Clerk of Court, Colleton County, S. C.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

Recorded April 19, 1966 11 A. M.

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IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Jack Ulmer.
C. W. Garris

B. R. Avant
Lessor.

Witnesses as to State Highway Department:

Clara W. Tanner
Carole Ann Metz

S. C. State Highway Department
By F. M. Mahon
Asst. State Highway Engineer

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me Foch Ulmer and made oath that he saw the within named B. R. Avant sign, seal and as his act and deed, execute the within written instrument; and that he with C. W. Garris witnessed the execution thereof.

Sworn to before me this 24th day of March, 1966.

Jack Ulmer.

C. D. Padgett
Notary Public for S. C.

The State of South Carolina
County of RICHLAND

As to Highway Department

Personally appeared before me CLARA W. TANNER and made oath that she saw the within named J. D. MCMAHAN, JR. sign, seal and as his act and deed, executethe within written instrument; and that she with Carole Ann Metz witnessed the execution thereof.

Sworn to before me this 11th day of April, 1966.

Clara W. Tanner

Marianne H. Moore (L.S.)
Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) Colleton Investment Corp., E. F. Saunders do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by B. R. Avant to Colleton Investment Corp. E. F. Saunders recorded in Mortgage Book 99 at Page 37 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 6th day of April, 1966.

In the presence of:

~~Mortgagee will note on Mortgagor Release Payment to be made to property owner and mortgagee~~

RECEIVED
APR 1966
S. C. STATE HIGHWAY DEPT.

E. F. Saunders
Colleton Investment Corp.

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19___, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

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R/W AREA

TRACT 2

South Carolina
State Highway Department
Columbia
Form 803 (Rev. 9-1-64)

The State of South Carolina

COUNTY OF Colleton

ROUTE NO. U.S. 17

RESOLUTION
OF
BOARD OF CONDEMNATION

SOUTH CAROLINA STATE HIGHWAY DEPARTMENT

vs.

Mrs. E. A. Searson - 18 B Montagu St., Charleston, S.C.

Copy to:
Attorney J. Robert Peters, Jr., Hampton, S. C.

After due notice served upon the above-named person, firm or corporation that a right-of-way would be condemned for the construction of ~~Extension~~ File No. 15.350 - Project No. ISF-353(1) between Survey Stations 473 + 64 and 480 + 22 Lt.

and compensation fixed and damages assessed therefor and after full hearing of all testimony and arguments and careful consideration of all questions involved.

Be it Resolved by this Board of Condemnation that, after taking into consideration the benefits accruing to the landowner by the construction or improvement of the highway, the value of the lands being taken together with any special damages occasioned by the construction or improvement of the highway and deducting the total value of the benefits from the total value of the damages in accordance with the statutes, the members of this Board find that the damage exceeds the benefit and we therefore make an award of Two Thousand Two Hundred Dollars ($2,200.00) for approximately 4.4 acres of land and all damages, with fee simple title to the land with improvements thereon, if any, as described in the Notice of Condemnation.

3.30

Any appeal by the landowner from this Award shall be served by mail or otherwise upon the Department within twenty days after the receipt of this Resolution in accordance with the provisions of Section 33-139.

Signed by the Board of Condemnation at Walterboro, S. C.,

this 21st. day of March, 19 66

H E DeLuth
Chairman

Member

Member

Recorded 4/12/66 11 A. M.

DEEDS

~~13~~
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STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me T.C.Wilkes

and made oath that he saw the within named ---- sign, seal and as ---- act and Deed, deliver the within written instrument and that he with ---- witnessed the execution thereof

Sworn to before me this 22 day April. 1966. 19 T.C. Wilkes. (L.S.)

Ruth P.Tilley. (L.S.)
Notary Public for S. C.

THE STATE OF SOUTH CAROLINA

COUNTY OF: RICHLAND

L. C. GRICE being duly sworn, deposes and says that he served the Resolution of Board of Condemnation on the obverse side of this paper on the Defendant (s) in the manner hereinafter stated and on the dates given after the name of the said Defendant (s) by delivering to and leaving with said Defendant (s) a copy of this Resolution of Board of Condemnation and, where service has been made by mail, by posting a copy of the Resolution to the last known address.

Sworn to before me this

6th day of APRIL 1966

L. C. Grice

Notary Public for South Carolina

Defendant (s) Served	Date	Method	Place
Mrs. E. A. Searson	4/6/66	Certified Mail	18 B Montagu St. Charleston, S. C.
Attorney J. Robert Peters, Jr.	4/6/66	Regular Mail	Hampton, S. C.

Recorded this 12 day of April A.D. 1966
in Book ____ Page ____
At 12 o'clock M.

A B Crosby
Clerk of Court, Colleton County, S. C.

BOOK 140

437

FORM 233
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

COUNTY OF

LAND OPTION

Know All Men by These Presents, That MR & MRS S.A. & A.R. BEUTER ~~Joe E. Oliver~~

in consideration of Three Hundred & no/100 ($300.00) Dollars,

do hereby grant, bargain and sell unto Joe E. Oliver

the right and option of purchasing at any time on or before the 21 day of January, 1966,

at and for the price of Twelve thousand dollars ($12,000.00) Dollars,

payable Cash

All that certain piece, parcel or lot of land, situate, lying and being in the County of Colleton, near Walterboro, S. C., being bounded on the South for a distance of [illegible] ft. by South Carolina Highway #64, On the West by Mrs. [illegible], being bound on the North by Bobbie Carter, on the East by [illegible] Company. With all improvements there on, and being [illegible] as the property now owned by Mr. S. A. & Mrs. A. R. Beuter and formerly owned by Mrs. Mattie Drawdy.

And We the said Mr. S. A. & Mrs. A. R. Beuter

do hereby represent that We the owner in fee of the said premises, and have a full and perfect right to grant and sell this option, and do covenant and agree that upon compliance by the said Joe E. Oliver, his heirs or assigns, with the terms of this option We will make, execute and deliver to Joe E. Oliver heirs or assigns, a good and sufficient deed conveying the above-described premises to them, or such of them as shall exercise this option and comply with the terms thereof, in fee simple, free of all encumbrances, with covenant of general warranty, and with all dowers regularly renounced.

Upon notice being given by the purchaser during the life of this option of intention to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding 60 days, to allow examination of title and preparation of papers.

The vendor, before compliance by the purchaser, if required, agrees to establish the property lines and free the title to said property of all defects. All current taxes, water rents and all other legal assessments shall be prorated to date of completion of said sale.

Witness our hand and seal this 26th day of July, 1965

Signed, Sealed and Delivered in the Presence of

Eugene Swift

William E. Barry

S A Beuter (L. S.)

A R Beuter (L. S.)

(L. S.)

State of ~~South Carolina~~ Michigan,

COUNTY OF Macomb

Personally appeared before me S.A. BEUTER and A.R. BEUTER and made oath that he saw the above-named PERSONS sign, seal, and as act and deed, deliver the above-written option for the uses and purposes therein mentioned, and that he with witnessed the execution thereof.

Sworn to before me this 26th day of July, 1965

William E. Barry

Notary Public of S.C. Macomb County

Eugene Swift

12m

4-22-1966

DEEDS

437A

State of South Carolina,

COUNTY OF.....

RENUNCIATION OF DOWER

I, ... a Notary Public of South Carolina, do hereby certify unto all whom it may concern, that Mrs. ..... the wife of the within-named ..... did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named ..... heirs and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this ..... day of ..... Anno Domini 19.....

.....(L. S.)
Notary Public of S. C.

Recorded this ..... day of ..... A.D. 19..... in Book ..... Page ..... o'clock ..... M.

..... Clerk of Court, Colleton County, S. C.

438

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

WHEREAS, the lands below described are a portion of the Walterboro Army Airfield, having been conveyed to the Town of Walterboro and the County of Colleton by deed of the United States of America, acting by and through the Federal Works Agency, dated 29 January 1947 and recorded in Deed Book 97 at pages 43-45 in the Office of the Clerk of Court for Colleton County, South Carolina; and

WHEREAS, pursuant to Section 2-282 of the 1962 Code of Laws for South Carolina, the custody, care, and control thereof is vested in the Walterboro-Colleton County Airport Commission; and

WHEREAS, pursuant to Section 2-285 of the 1962 Code of Laws for South Carolina, as amended, the Walterboro-Colleton County Airport Commission is authorized to sell unneeded portions of said lands so acquired from the United States of America, including the lands hereinafter described; and

WHEREAS, by resolution dated 10 February 1966, the Colleton County Resources and Development Board has advised the Walterboro-Colleton County Airport Commission that J. P. Stevens & Co., Inc., is a desirable industry and wishes to locate an industrial facility upon the lands hereinafter described and that the establishment of the said industry will be economically beneficial to the citizenry of Colleton County; and

WHEREAS, by resolution dated 18 April 1966, the Walterboro-Colleton County Airport Commission has found and determined that said lands are surplus to the needs for the

Recorded april 23 - 1966

purposes of Article 9, Chapter 5, of the Code of Laws for South Carolina for 1962, as amended, and has authorized the execution of this conveyance on behalf of the Walterboro-Colleton County Airport Commission; and

WHEREAS, by resolution dated 21 April 1966, the Town Council of the Town of Walterboro has authorized the execution of this conveyance on behalf of the Town of Walterboro; and

WHEREAS, by resolution dated 4 April 1966, the Board of County Commissioners for Colleton County has authorized the execution of this conveyance on behalf of Colleton County;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the Walterboro-Colleton County Airport Commission, the Town of Walterboro and the County of Colleton in the State aforesaid, for and in consideration of the sum of One Hundred Twenty-Six Thousand Ninety and No/100 ($126,090.00) Dollars to us in hand paid by J. P. Stevens & Co., Inc., a corporation, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said J. P. Stevens & Co., Inc., a corporation, its successors and assigns:

> All that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, formerly part of the Walterboro Army Air Field, measuring and containing Four Hundred Twenty and Thirty One-Hundredths (420.30) acres, more or less, being shown and delineated on a plat surveyed by Heaner Engineering Company, Inc., Engineers - Surveyors, Greenwood, South Carolina, dated April 11, 1966, and recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Plat Book 12 at Page 21, and measuring and bounding as follows: Measuring Five Thousand Two Hundred Seventy-Seven and Thirty One-Hundredths (5,277.30') Feet, more or less, on the Northern line and bounded on the North by lands of J. H. Langford and L. G. Fishburne, by lands of John P. Kennedy, Jr., by lands of W. J. McLeod, Jr., and by lands of Rufus Craven; measuring Three Thousand Six Hundred Ninty-One and

Forty-Five One-Hundredths (3,691.45') Feet, more or less, on the Eastern line and bounded on the East by lands of Rufus Craven, by lands of George Coaxum, by lands of M. C. Hiott and by lands of George Rye; measuring Three Thousand Three Hundred Forty-Two and Thirty One-Hundredths (3,342.30') Feet, more or less, on the Southern line and bounded on the South by other lands of the Colleton County Industrial Park, being the lands of the grantors, and being formerly part of the Walterboro Army Air Field; measuring Two Thousand Two Hundred Ninty-Three and Seventeen One-Hundredths (2,293.17') Feet, more or less, on the Southwestern line and bounded on the Southwest by other lands of the Colleton County Industrial Park, being the lands of the grantors, and being formerly part of the Walterboro Army Air Field; and measuring Two Thousand Four Hundred Sixty-Eight and Thirteen One-Hundredths (2,468.13') Feet, more or less, on the Western line and bounded on the West by lands of Harris Sweat and by Lakeshores Subdivision.

Being a portion of those lands conveyed to the Town of Walterboro and the County of Colleton by deed of the United States of America, acting by and through the Federal Works Agency, dated 29 January 1947 and recorded in Deed Book 97 at pages 43-45 in the Office of the Clerk of Court for Colleton County, South Carolina.

This conveyance is made subject to all existing roads, public utility easements and rights of way, and to the reservations, covenants and conditions contained in the aforesaid deed from the United States of America, acting by and through the Federal Works Agency, dated 29 January 1947.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said J. P. Stevens & Co., Inc., a corporation, its successors and assigns forever.

And we do hereby bind ourselves and our heirs, executors, administrators, successors and assigns, to warrant and forever defend all and singular the said premises unto the said J. P. Stevens & Co., Inc., a corporation, its successors and assigns, against us and our heirs, successors and assigns and against every person whomsoever lawfully claiming, or to claim, the

same or any part thereof.

IN WITNESS WHEREOF Walterboro-Colleton County Airport Commission has caused these presents to be executed in its name by Howell H. Sweat, its Chairman, and F. W. Campbell, its Secretary, and its seal to be hereto affixed, and the Town of Walterboro has caused these presents to be executed in its name by Howell H. Sweat, its Mayor, and Virginia F. Whatley, its Clerk, and its seal to be hereto affixed, and Colleton County has caused these presents to be executed in its name by Harry F. Fripp, its Supervisor, and its seal to be hereto affixed, all this 22 day of April in the year of our Lord one thousand nine hundred and sixty-six and in the one hundred and ninetieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WALTERBORO-COLLETON COUNTY AIRPORT COMMISSION (SEAL)

By Howell H. Sweat (SEAL)
Howell H. Sweat, Chairman

By F. W. Campbell (SEAL)
F. W. Campbell, Secretary

TOWN OF WALTERBORO (SEAL)

By Howell H. Sweat (SEAL)
Howell H. Sweat, Mayor

By Virginia F. Whatley (SEAL)
Virginia F. Whatley, Clerk

COUNTY OF COLLETON (SEAL)

By Harry F. Fripp (SEAL)
Harry F. Fripp, Supervisor

STATE OF SOUTH CAROLINA)
:
COUNTY OF COLLETON)

PERSONALLY appeared before me Jas. P. Harrelson who, on oath, says that he saw the within-named Walterboro-Colleton County Airport Commission by Howell H. Sweat, its Chairman, and F. W. Campbell, its Secretary, sign the within Deed and the said Walterboro-Colleton County Airport Commission, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with witnessed the execution thereof.

SWORN to before me this
22 day of April 1966.

Jas. P. Harrelson

(SEAL)
Notary Public for South Carolina

My Commission Expires at the Pleasure of the Governor.

444

STATE OF SOUTH CAROLINA)
:
COUNTY OF COLLETON)

PERSONALLY appeared before me Jas. P. Harrelson who, on oath, says that he saw the within-named Town of Walterboro by Howell H. Sweat, its Mayor, and Virginia F. Whatley, its Clerk, sign the within Deed and the said Town of Walterboro, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with witnessed the execution thereof.

Jas. P. Harrelson

SWORN to before me this
22 day of April 1966.

(SEAL)
Notary Public for South Carolina.

My Commission Expires at the Pleasure of the Governor.

DEEDS

STATE OF SOUTH CAROLINA }
COUNTY OF COLLETON }

PERSONALLY appeared before me Jas. P. Harrelson who, on oath, says that he saw the within-named County of Colleton by Harry M. Fripp, its Supervisor, sign the within Deed and the said County of Colleton, by said officer, seal said Deed, and, as its act and deed, deliver the same, and that he with witnessed the execution thereof.

SWORN to before me this
22 day of April 1966.

Jas P Harrelson

(SEAL)
Notary Public for South Carolina.

My Commission Expires at the Pleasure of the Governor.

RESOLVED, that the Colleton County Resources and Development Board has ascertained that J. P. Stevens & Co., Inc. desires to locate an industrial facility upon 420.30 acres of land hereinafter described, formerly a part of the Walterboro Army Air Field and now under the custody, care and control of the Walterboro-Colleton County Airport Commission and that the said J. P. Stevens & Co., Inc. is a desirable industry and that its location and establishment upon said lands will be economically beneficial to the citizenry of Colleton County, South Carolina, and that in the opinion of the Colleton County Resources and Development Board there is no necessity for said lands to be appraised and that the Walterboro-Colleton County Airport Commission be so advised so that it may convey said lands in fee simple upon such terms as the Walterboro-Colleton County Airport Commission deems desirable.

The following is a description of the lands hereinabove referred to:

> All that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, formerly part of the Walterboro Army Air Field, measuring and containing Four Hundred Twenty and Thirty One-Hundredths (420.30) acres, more or less, being shown and delineated on a plat surveyed by Heaner Engineering Company, Inc., Engineers - Surveyors, Greenwood, South Carolina, dated April 11, 1966, and measuring and bounding as follows: Measuring Five Thousand Two Hundred Seventy-Seven and Thirty One-Hundredths (5,277.30') Feet, more or less, on the Northern line and bounded on the North by lands of J. H. Langford and L. G. Fishburne, by lands of John P. Kennedy, Jr., by lands of W. J. McLeod, Jr., and by lands of Rufus Craven; measuring Three Thousand Six Hundred Ninty-One and Forty-Five One-Hundredths (3,691.45') Feet, more or less, on the Eastern line and bounded on the East by lands of Rufus Craven, by lands of George Coaxum, by lands of E. C. Hiott and by lands of George Pye; measuring Three Thousand Three Hundred Forty-Two and Thirty One-Hundredths (3,342.30') Feet, more or less, on the Southern line and bounded on the South by other lands of the Colleton County Industrial Park, being the lands of the

grantors, and being formerly part of the Walterboro Army Air Field; measuring Two Thousand Two Hundred Ninty-Three and Seventeen One-Hundredths (2,293.17') Feet, more or less, on the Southwestern line and bounded on the Southwest by other lands of the Colleton County Industrial Park, being the lands of the grantors, and being formerly part of the Walterboro Army Air Field; and measuring Two Thousand Four Hundred Sixty-Eight and Thirteen One-Hundredths (2,468.13') Feet, more or less, on the Western line and bounded on the West by lands of Harris Sweat and by Lakeshores Subdivision.

Being a portion of those lands conveyed to the Town of Walterboro and the County of Colleton by deed of the United States of America, acting by and through the Federal Works Agency, dated 29 January 1947 and recorded in Deed Book 97 at pages 43-45 in the Office of the Clerk of Court for Colleton County, South Carolina.

I, **Lloyd T. Duncan**, Secretary of Colleton County Resources and Development Board, do hereby certify that at a meeting of said Colleton County Resources and Development Board, duly called and assembled on **February 10**, 1966 at which a quorum was present, that the above Resolution was duly made, voted and unanimously passed and carried.

Lloyd T. Duncan
Secretary for Colleton County
Resources and Development Board

(SEAL)

J. B. R[illegible] **Chairman**

RESOLVED, that the Walterboro-Colleton County Airport Commission has found and determined that the lands hereinafter described are surplus to the needs for the purposes of Article 9, Chapter 5, of the Code of Laws for South Carolina for 1962, as amended; and that Howell H. Sweat as Chairman and F. W. Campbell as Secretary of the Walterboro-Colleton County Airport Commission be and they hereby are authorized to make, execute and deliver a conveyance, selling and conveying to J. P. Stevens & Co., Inc. in fee simple, for a consideration of One Hundred Twenty-Six Thousand Ninety and No/100 ($126,090.00) Dollars, payable in cash, the lands hereinafter described; the Colleton County Resources and Development Board having by appropriate Resolution advised the Walterboro-Colleton County Airport Commission that J. P. Stevens & Co., Inc. is a desirable industry and wishes to locate an industrial facility upon the lands hereinafter described and that the establishment of said industry would be economically beneficial to the citizenry of the County, so that no appraisal thereof is necessary.

The following is a description of the lands hereinabove referred to:

> All that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, formerly part of the Walterboro Army Air Field, measuring and containing Four Hundred Twenty and Thirty One-Hundredths (420.30) acres, more or less, being shown and delineated on a plat surveyed by Heaner Engineering Company, Inc., Engineers - Surveyors, Greenwood, South Carolina, dated April 11, 1966, and measuring and bounding as follows: Measuring Five Thousand Two Hundred Seventy-Seven and Thirty One-Hundredths (5,277.30') Feet, more or less, on the Northern line and bounded on the North by lands of J. H. Langford and L. G. Fishburne, by lands of John P. Kennedy, Jr., by lands of W. J. McLeod, Jr., and by lands of Rufus Craven; measuring Three Thousand Six Hundred Ninty-One and Forty-Five One-Hundredths (3,691.45') Feet, more or less, on the Eastern line and bounded on the East by lands of Rufus Craven, by lands of George Coaxum, by lands of M. C. Hiott and by lands of George Pye; measuring Three Thousand Three Hundred Forty-Two and Thirty One-Hundredths (3,342.30') Feet, more or less, on the Southern line and bounded on the South by other lands of the Colleton County Industrial Park, being the lands of the

grantors, and being formerly part of the Walterboro Army Air Field; measuring Two Thousand Two Hundred Ninty-Three and Seventeen One-Hundredths (2,293.17') Feet, more or less, on the Southwestern line and bounded on the Southwest by other lands of the Colleton County Industrial Park, being the lands of the grantors, and being formerly part of the Walterboro Army Air Field; and measuring Two Thousand Four Hundred Sixty-Eight and Thirteen One-Hundredths (2,468.13') Feet, more or less, on the Western line and bounded on the West by lands of Harris Sweat and by Lakeshores Subdivision.

Being a portion of those lands conveyed to the Twon of Walterboro and the County of Colleton by deed of the United States of America, acting by and through the Federal Works Agency, dated 29 January 1947 and recorded in Deed Book 97 at pages 43-45 in the Office of the Clerk of Court for Colleton County, South Carolina.

I, F. W. Campbell, Secretary of Walterboro-Colleton County Airport Commission, do hereby certify that at a meeting of said Walterboro-Colleton County Airport Commission, duly called and assembled on April 18th.,, 1966 at which a quorum was present, that the above Resolution was duly made, voted and unanimously passed and carried.

F. W. Campbell

F. W. Campbell, Secretary of Walterboro-Colleton County Airport Commission

(SEAL)

RESOLVED, that Howell H. Sweat as Mayor and Virginia F. Whatley, as Clerk, of the Town of Walterboro, be and they hereby are authorized and directed in the name of and on behalf of the Town of Walterboro to join in a conveyance, selling and conveying to J. P. Stevens & Co., Inc., in fee simple, for a consideration of One Hundred Twenty-Six Thousand Ninety and No/100 ($126,090.00) Dollars, payable in cash, the lands hereinafter described being a portion of those lands conveyed to the Town of Walterboro and the County of Colleton by deed of the United States of America acting by and through the Federal Works Agency, dated 29 January 1947, and recorded in Deed Book 97 at pages 43-45 in the office of the Clerk of Court for Colleton County, South Carolina, and which said lands are now under the custody, care and control of the Walterboro-Colleton County Airport Commission.

The following is a description of the lands hereinabove referred to:

All that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, formerly part of the Walterboro Army Air Field, measuring and containing Four Hundred Twenty and Thirty One-Hundredths (420,30) acres, more or less, being shown and delineated on a plat surveyed by Heaner Engineering Company, Inc., Engineers - Surveyors, Greenwood, South Carolina, dated April 11, 1966, and measuring and bounding as follows: Measuring Five Thousand Two Hundred Seventy-Seven and Thirty One-Hundredths (5,277.30') Feet, more or less, on the Northern line and bounded on the North by lands of J. H. Langford and L. G. Fishburne, by lands of John F. Kennedy, Jr., by lands of W. J. McLeod, Jr., and by lands of Rufus Craven; measuring Three Thousand Six Hundred Ninty-One and Forty-Five One-Hundredths (3,691.45') Feet, more or less, on the Eastern line and bounded on the East by lands of Rufus Craven, by lands of George Coaxum, by lands of L. C. Hiott and by lands of George Pye; measuring Three Thousand Three Hundred Forty-Two and Thirty One-Hundredths (3,342.30') Feet, more or less, on the Southern line and bounded on the South by other lands of the Colleton County Industrial Park, being the lands of the

grantors, and being formerly part of the Walterboro Army Air Field; measuring Two Thousand Two Hundred Ninty-Three and Seventeen One-Hundredths (2,293.17') Feet, more or less, on the Southwestern line and bounded on the Southwest by other lands of the Colleton County Industrial Park, being the lands of the grantors, and being formerly part of the Walterboro Army Air Field; and measuring Two Thousand Four Hundred Sixty-Eight and Thirteen One-Hundredths (2,468.13') Feet, more or less, on the Western line and bounded on the West by lands of Harris Sweat and by Lakeshores Subdivision.

Being a portion of those lands conveyed to the Town of Walterboro and the County of Colleton by deed of the United States of America, acting by and through the Federal Works Agency, dated 29 January 1947 and recorded in Deed Book 97 at pages 43-45 in the Office of the Clerk of Court for Colleton County, South Carolina.

I, Virginia F. Whatley, Clerk of the Town of Walterboro, do hereby certify that at a meeting of the Town Council of the Town of Walterboro duly called and assembled on April 21, 1966, at which a quorum was present, the above Resolution was duly made, voted and unanimously passed and carried.

Virginia F. Whatley
Clerk, Town of Walterboro

(SEAL)

RESOLVED, that Harry M. Fripp as Supervisor of Colleton County be and he hereby is authorized and directed in the name of and on behalf of Colleton County to join in a conveyance, selling and conveying to J. P. Stevens & Co., Inc., in fee simple, for a consideration of One Hundred Twenty-Six Thousand Ninety and No/100 ($126,090.00) Dollars, payable in cash, the lands hereinafter described being a portion of those lands conveyed to the Town of Walterboro and the County of Colleton by deed of the United States of America acting by and through the Federal Works Agency, dated 29 January 1947, and recorded in Deed Book 97 at pages 43-45 in the office of the Clerk of Court for Colleton County, South Carolina, and which said lands are now under the custody, care and control of the Walterboro-Colleton County Airport Commission.

The following is a description of the lands hereinabove referred to:

> All that certain piece, parcel or tract of land, situate, lying and being in Colleton County, South Carolina, formerly part of the Walterboro Army Air Field, measuring and containing Four Hundred Twenty and Thirty One-Hundredths (420.30) acres, more or less, being shown and delineated on a plat surveyed by Heaner Engineering Company, Inc., Engineers - Surveyors, Greenwood, South Carolina, dated April 11, 1966, and measuring and bounding as follows: Measuring Five Thousand Two Hundred Seventy-Seven and Thirty One-Hundredths (5,277.30') Feet, more or less, on the Northern line and bounded on the North by lands of J. H. Langford and L. G. Fishburne, by lands of John P. Kennedy, Jr., by lands of W. J. McLeod, Jr., and by lands of Rufus Craven; measuring Three Thousand Six Hundred Ninty-One and Forty-Five One-Hundredths (3,691.45') Feet, more or less, on the Eastern line and bounded on the East by lands of Rufus Craven, by lands of George Coaxum, by lands of M. C. Hiott and by lands of George Pye; measuring Three Thousand Three Hundred Forty-Two and Thirty One-Hundredths (3,342.30') Feet, more or less, on the Southern line and bounded on the South by other lands of the Colleton County Industrial Park, being the lands of the

grantors, and being formerly part of the Walterboro Army Air Field; measuring Two Thousand Two Hundred Ninty-Three and Seventeen One-Hundredths (2,293.17') Feet, more or less, on the Southwestern line and bounded on the Southwest by other lands of the Colleton County Industrial Park, being the lands of the grantors, and being formerly part of the Walterboro Army Air Field; and measuring Two Thousand Four Hundred Sixty-Eight and Thirteen One-Hundredths (2,468.13') Feet, more or less, on the Western line and bounded on the West by lands of Harris Sweat and by Lakeshores Subdivision.

Being a portion of those lands conveyed to the Town of Walterboro and the County of Colleton by deed of the United States of America, acting by and through the Federal Works Agency, dated 29 January 1947 and recorded in Deed Book 97 at pages 43-45 in the Office of the Clerk of Court for Colleton County, South Carolina.

I, Myrtis A. Fripp, Clerk of the Board of County Commissioners for Colleton County, do hereby certify that at a meeting of the Board of County Commissioners for Colleton County, duly called and assembled on Apr. 4, 1966, at which a quorum was present, the above Resolution was duly made, voted and unanimously passed and carried.

Myrtis A. Fripp
Clerk, Board of County Commissioners
for Colleton County, South Carolina

(SEAL)

Federal Stamps $ 139.15
SC Stamps $ 253.00

Recorded April 23- 1966

454

Copy for Book

455

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Jervey J. Hiott Jr. and Annette Hiott hereinafter called "PURCHASER," whether one or more,

WITNESSETH:

1. That the Association is the owner of

All that piece, parcel or tract of land, with the improvements thereon, situate, lying and being in Wolfe Creek School District, Colleton County, South Carolina, measuring and containing three (3) acres, and bounded as follows, to-wit: Measuring one thousand forty-four (1044) feet on the North and being bounded thereon by lands of Norma Jean L. Peters, same being Lot No. C; measuring one hundred twenty-five (125) feet on the East and being bounded thereon by State Highway No. 644, known as the Mt. Carmel Highway; measuring one thousand forty-four (1044) feet on the South and being bounded thereon by other lands of C. E. Craven, Jr.; measuring one hundred twenty-five (125) feet on the West and being bounded thereon by lands of C. E. Craven, Jr. This said lot is designated and described as Lot "D".

This is the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of O. H. Rhodes, Judge of Probate, Colleton County, South Carolina, dated March 8, 1966, recorded in Deed Book 141, page 63, Office of the Clerk of Court for Colleton County, South Carolina.

10 a

4-27-66

DEEDS

Copy to Ins

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

AGREEMENT AND CONTRACT OF SALE

THIS AGREEMENT, made and entered into by and between FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT, Beaufort, South Carolina, hereinafter called "ASSOCIATION," and Jerry J. Hiott Jr. and Annette Hiott hereinafter called "PURCHASER," whether one or more.

WITNESSETH:

1. That the Association is the owner of

All that place, parcel or tract of land, with the improvements thereon, situate, lying and being in Wolfe Creek School District, Colleton County, South Carolina, measuring and containing three (3) acres, and bounded as follows, to-wit: Meeting the remaining forty-four (1944) feet on the North and being bounded thereon by lands of Lorice Jean L. Peters, same being Lot No. C; measuring one hundred twenty-five (125) feet on the East and being bounded thereon by State Highway No. 644, known as the Mt. Carmel Highway; measuring one thousand forty-four (1944) feet on the South and being bounded thereon by other lands of C. E. Craven, Jr.; measuring one hundred twenty-five (125) feet on the West and being bounded thereon by lands of C. E. Craven, Jr. This said lot is designated and described as Lot "D".

This is the same property conveyed to First Federal Savings and Loan Association of Beaufort by Deed of C. E. Craven, Jr., of Probate, Colleton County, South Carolina, [illegible], recorded in Deed Book [illegible], page 63, Office of the Clerk of Court for Colleton County, South Carolina.

10 cc

4-27-66

2. That the said Association does hereby agree to sell and convey the above-described premises unto the Purchaser at and for the price of Three Thousand, Nine Hundred Fifty ---------- ($ 3,950.00) Dollars to be paid in the manner following: The sum of Two Hundred and No/100 ---------- ($ 200.00) Dollars being hereby paid (the receipt thereof being acknowledged by the Association). Upon the payment unto said Association of the further sum of Three Thousand, Seven Hundred Fifty ---------- ($ 3,750.00) Dollars, with interest from date at the rate of six (6%) and one-half (6½%) per cent per annum, until paid in full; subject to the recitals hereinafter set forth, the said Association covenants and agrees, and binds itself and its successors and assigns, to convey the above-decribed real property unto the said Jervery J. Hiott, Jr. and Annette Hiott (~~his~~ ~~her~~) (their) heirs, executors, administrators and assigns, in fee simple, by a proper Deed with covenants of simple warranty, free from encumbrances. The said principal and interest shall be payable at the offices of said Association, No. 920 Bay Street, Beaufort, South Carolina, in monthly installments of Thirty and No/100 ---------- ($ 30.00) Dollars each, commencing on ~~xxxxxxxxx~~ May 1, 19 66, and on the first day of each month thereafter until the principal and interest are fully paid. Unpaid interest to bear interest thereafter at the rate of six (6%) and one-half (6½%) per cent per annum. The said monthly payments shall be applied as follows, to wit: First, to the payment of interest due on the said Contract of Sale, computed monthly. Second, to the payment by the Association of such taxes, assessments, or insurance as shall from time to time become due on the property pledged to secure this Contract of Sale during the terms thereof, with interest thereon at the rate of six (6%) per cent per annum. Third, the balance of the said amount to the payment to that extent as a credit as of that date on the principal of this obligation. Said payments to continue until the principal and interest, taxes and insurance, with interest as herein provided, are paid in full.

3. When the principal of said obligation shall have been reduced to the sum of ------ ($ ------) Dollars, the Association will deliver, or cause to be delivered, to the Purchaser a Deed in fee to the said premises, free and clear of all encumbrances, except such as are herein assumed by the Purchaser, and the Purchaser shall, upon the execution and delivery of such Deed, execute and deliver to the Association a Note and First Mortgage Lien over the above-described property for said sum of ---------- ($ ----------) Dollars, payable in monthly installments, with interest thereon at the rate of six (6%) per cent per annum, until paid in full, as prescribed by said Association.

4. That the Purchaser is to have the immediate possession and use of the said premises, and he (she) is to do no act in or upon the said premises that would injure or depreciate the value of the same.

5. And it is agreed that the Purchaser shall pay all taxes, insurance and water rents chargeable against the said premises, and any and all assessments levied by law against the same, accruing and falling due from and after these presents, and will deposit monthly with the Association the additional sum amount to Five and No/100 ---------- ($ 5.00) Dollars, which is equal to one-twelfth of the amount approximately necessary annually to pay the amount of taxes, assessments and insurance on the premises, over and above the installment, which amounts are to be retained by the Association and paid for Purchaser as they fall due. The Association reserves the right to increase or decrease this payment should there be a material change in either the taxes or insurance premium.

6. The Association agrees to pay for the documentary stamps to be affixed to the Deed in connection with this Agreement.

455 B

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair; and failure to do so shall be, at the option of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove provided for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments chargeable against the said premises, or should any monthly payment and/or monthly amounts necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association, shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser shall absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease, and the said Association shall thereupon be entitled to immediate possession of the premises and to pursue such remedies as it may be entitled to under the law as landlord. All sums paid by the Purchaser hereunder shall be treated as rent or as liquidated damages; or, if it prefer so to do, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument represents the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused these presents to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its Manager, and its Corporate Seal to be hereto affixed, this 6th day of April, 196 6, and witness the Hand and Seal of the within Jervey J. Hiott, Jr. and Annette Hiott this 6th day of April, 196 6

Signed, Sealed and Delivered in Presence of:

Grace H. Smith

Myrtle G. Epps

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT (SEAL)

By Calhoun Thomas

CALHOUN THOMAS, *President.*

ATTEST:

James G. Thomas

JAMES G. THOMAS, *Manager.*

Marquerite A. Minard

Osborne R. Rhodes

Jervey J. Hiott, Jr. (SEAL)

Purchaser.

Annette Hiott (SEAL)

Purchaser.

DEEDS

7. That the premises are bought and sold in their present state of repair. As an additional consideration for this agreement, the purchaser shall keep the premises hereinabove described in good repair and failure to do so shall be at exception of the Association, a violation of this agreement, and sufficient cause for the cancellation thereof.

8. In the event the said Purchaser shall fail promptly to make any of the monthly payments as hereinabove prohibited for, or shall fail to pay when due any insurance premiums, taxes, water rents or assessments of any sale or cost the said premises, or should any monthly payment and/or monthly amount necessary to pay taxes and insurance be past due and unpaid for a period of fifteen (15) days, the said Association shall, at its option, be discharged and relieved from any liability to make and deliver any such Deed to the Purchaser. In any such event the rights of the Purchaser are absolutely cease and determine hereunder, and the said Purchaser may be treated as a tenant holding over after the termination of, or contrary to the terms of, his lease and the said Association shall thereupon be entitled to [illegible] possession of the premises and to pursue such remedies as it may be entitled to under the law to be [illegible]. All [illegible] by the Purchaser hereunder shall be treated as well as liquidated damages; or, if it prefers to do so, the said Association may enforce the payment of the purchase money and seek the specific performance of this agreement.

9. That there are no other agreements relating to the sale, either verbal or written, and this instrument [illegible] the entire contract of sale.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Beaufort has caused [illegible] to be executed in its name by Calhoun Thomas, its President, and attested by James G. Thomas, its [illegible] Corporate Seal to be hereto affixed, this 6th day of April, 1960, and witness the [illegible] and Seal of the within Jervey J. Blott, Jr. and Annette Blott

this 6th day of April, 1960.

Signed, Sealed and Delivered in Presence of:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

By [illegible]

ATTEST:

[illegible]

Jervey J. Blott, Jr. Purchaser (SEAL)

Annette Blott Purchaser (SEAL)

-Page ~~THREE~~ Four-

4556

STATE OF SOUTH CAROLINA,
COUNTY OF BEAUFORT

PERSONALLY appeared before me Grace H. Smith who, on oath, says that he saw the within-named First Federal Savings and Loan Association of Beaufort, by Calhoun Thomas, its President, sign the within Sales Contract, and James G. Thomas its Secretary-~~Treasurer~~ attest the same, and the said Corporation, by said officers, seal said Contract, and, as its act and deed, deliver the same, and that he with Myrtle L. Epps witnessed the execution thereof.

Grace H. Smith

SWORN to before me, this 6th day of April 19 66

Myrtle L. Epps (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

PERSONALLY appeared before me Marguerite S. Kinard and made oath that she saw the within-named Jorvey J. Hiott, Jr. and Annette Hiott sign, seal, and, as their act and deed, deliver the within-written Sales Contract; and that she with Osborne H. Rhodes witnessed the execution thereof.

Marguerite S. Kinard

SWORN to before me, this 27th day of April 19 66

Osborne H. Rhodes (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

I, Osborne H. Rhodes, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Annette Hiott the wife of the within-named Jorvey J. Hiott, Jr., did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named First Federal Savings and Loan Association of Beaufort, its successors and assigns, all her interest and estate, and also all her Right and Claim of Dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my Hand and Seal this 27th day of April, A. D. 19 66

Annette Hiott (SEAL)
Annette Hiott

Osborne H. Rhodes (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA,

COUNTY OF

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BEAUFORT

TO

CONTRACT OF SALE

I hereby certify that the within Contract has been this _____ day of _____, A. D. 19____, recorded in my office in Book _____, of _____, Page _____

Clerk of the Court of Common Pleas and General Sessions for _____ County.

DEEDS

456

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Form 298—OPTION
Revised 1931

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

For the sum of $500.00 to me, Ruth M. Blocker,
in hand paid at and before the sealing and delivery of these presents, by William Balish
the receipt whereof is hereby acknowledged, I, Ruth M. Blocker,
have bargained and agreed, and do hereby bargain and agree to sell to the said William Balish
or assigns, the following described property: All that certain parcel of land, together with the buildings and improvements thereon, in Peniel School District, County of Colleton, State of South Carolina, containing three and one-half (3-1/2) acres, more or less, and bounded as follows: on the North by lands formerly of Dan Hiers, now of Hughes; on the East by lands formerly of Edna Ramsey, now of Haddock; on the South by South Carolina Highway No. 63; and on the West by lands of Paul Taylor. This being the same parcel of land conveyed to Ruth M. Blocker by Farrow Nettles by deed dated 17 February 1962, recorded in Deed Book 132, at page 502, in the office of the Clerk of Court for Colleton County, South Carolina.

for the sum of $ 30,000.00 payable as follows: Cash, the option price to be credited upon the purchase price. Upon the exercise of this option, optionor reserves the right to remove fences, shed and pens within sixty (60) days after notice of exercise of option is given. In addition to the option time hereinafter provided, the optionee shall have an additional year to exercise this option for a consideration of $500.00 therefor.

PROVIDED this option is exercised and accepted within one (1) year days from the date hereof.

Purchaser to have thirty days after signing contract to purchase for examination of title.

Dated at Walterboro, S. C., this 25th day of April
A. D. 19 66

Ruth M Blocker (L. S.)
Ruth M. Blocker

Signed, sealed and delivered in the presence of:
Pauline Bogan
Margaret B. Hilliard

Recorded April 25, 1966 11 A. M.

458.

STATE OF SOUTH CAROLINA

COLLETON COUNTY

PERSONALLY appeared before me Margaret B. Hilliard and made oath that she saw the within named Ruth M. Blocker sign, seal and as her act and deed deliver the within written Option, and that she with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me, this 25th day of April A. D., 1966

Margaret B. Hilliard

Idadore Bogoslow, Notary Public for S. C.

459

'ATE OF SOUTH CAROLINA,

UNTY OF Colleton OPTION

For the sum of $ 200.00 to R. H. Hunt

in hand paid at and before the sealing and delivery of these presents, by

C. W. Roberts and J. B. Rhodes

the receipt whereof is hereby acknowledged, I

have bargained and agreed, and do hereby bargain and agree to sell to the said

C. W. Roberts and J. B. Rhodes

or assigns, the following described property:

All those three (3) tracts of land, situate, lying and being in the County of Colleton, State of South Carolina, and being more particulary described as follows:

TRACT NO. 1: All those two (2) lots designated as Lots Nos. 7 and 8 and measuring as a Block Two Hundred Fifty (250) feet, more or less on the North and bounded on the North by lands now or formerly of Ryan Murphy; measuring two hundred (200) feet, more or less, on the East and being bounded on the East by lands herein conveyed to R. H. Hunt; Measuring two hundred fifty (250) feet more or less on the South and being bounded on the South by an unnamed street; Measuring two hundred (200) feet more or less on the West and being bounded on the West by U. S. Highway 15 from Walterboro to St. George.

TRACT NO. 2: All that piece, parcel or tract of land situate, lying and being in the County of Colleton, State of South Carolina, containing eight and eight tenths (8.8) acres, more or less, and being bounded North by lands formerly of Ryan Murphy and measuring on the North One Thousand eight hundred eighty one (1881) feet, more or less, being bounded on the East by lands of Bishburne and Langford and measuring on the East Two hundred thirty one and five tenths (231.5) feet, more or less; Being bounded on the South by a street and measuring on the South One Thousand Eight Hundred eighty four (1884) feet more or less; Being bounded on the West by Lots Nos. Seven (7) and eight (8) herein conveyed and measuring on the West Two Hundred (200) feet, more or less.

TRACT NO. 3: All that piece, parcel or tract of land, situate, lying and being in the County of Colleton, State of South Carolina, measuring and containing ninety and five tenths (90.5) acres, more or less, and being bounded on the North by an unamed street and measuring on the North One Thousand Five Hundred Fifty-six (1556) feet, more or less; Being bounded on the East by lands of Fishburne & Langford and measuring on the East Two Thousand Seven Hundred Eighteen (2718) feet, more or less; Being bounded on the South by lands of Lucas C. Padgett and measuring on the South One Thousand Five Hundred forty four (1544) feet, more or less; Being bounded on the West by lands of McCree, Smoak, Hutson, Davidson, Byrd, and Fishburne and Langford and measuring on the West One Thousand and four hundred ninety six and three tenths (1496.3) feet more or less.

The land herein conveyed as Tracts No. 1, No. 2 and No 3 is delineated on a plat of S. S. Snook, Registered Surveyor, dated December 24, 1963, and attached hereto as follows: Tract No. 1 being Lots Nos. 7 and 8; Tract No. 2 being Tract A and Tract No. 3 being Tract B.

Grantee herein agrees that he has no interest in Platted street existing between Lots Nos. (2) Two and Three (3) and waives any right to the use or continuation of this street.

Recorded 4-25-66 3 P.M.

The property above described is sold subject to easement heretofore conveyed to South Carolina Electric and Gas Company.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

PERSONALLY appeared before me Marguerite S. Kinard and made oath that she saw the within named R. H. Hunt sign, seal and as their act and deed liver the within written Option, and that she with Osborne H. Rhodes witn sed the execution thereof.

SWORN to before me, this 25th day of April, A. D. 1966.

Marguerite S. Kinard

Osborne H. Rhodes, Notary Public for S. C.

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

RENUNCIATION OF DOWER

I, Osborne H. Rhodes, a notary Public of South Carolina, do hereby certify unto all whom it may concern, that Mrs. Evelyn R. Hunt, the wife of the within named R. H. Hunt, did this day appear before me and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named G. W. Roberts and J. B. Rhodes, their heirs and assigns, all her interest and estate and also all her right and claim of Dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my Hand and Seal this 25th day of April, 1966

Evelyn R. Hunt

Osborne H. Rhodes, Notary Public of South Carolina (SEAL)

---

for the sum of $18,177.50 payable as follows: Full amount of the consideration upon execution of fee simple deed less the $200.00 paid with this option.

PROVIDED this option is exercised and accepted within sixty-(60) days from the date hereof.

Purchaser to have thirty days after signing contract to purchase for examination of title

Dated at Walterboro, S. C. this 25th day of April, A. D. 19..

Signed, sealed and delivered in the presence of:

R. H. Hunt (L.S.)

Marguerite S. Kinard

Osborne H. Rhodes

4-25-66
3 P.M.

461

STATE OF SOUTH CAROLINA)
) LEASE
COUNTIES OF BEAUFORT & COLLETON)

WHEREAS, under date of December 1, 1965 the Lessee herein, Ralph A. Porter, executed a deed of conveyance to the Lessors herein, Clinton A. Porter and Kenneth G. Porter, conveying all his right, title and interest, the same being an undivided interest in and to all lands owned by him in Beaufort County and in Colleton County, South Carolina, and

WHEREAS, in consideration for his so doing, the said Clinton A. Porter and Kenneth G. Porter have agreed to execute and deliver unto the said Ralph A. Porter a lease agreement leasing and letting to the said Ralph A. Porter the said property described in the aforesaid deeds, now therefore

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the execution and delivery of the aforesaid deed of conveyance and the sum of One Dollar ($1.00) to us in hand paid at and before the signing and sealing of these presents, the receipt whereof is hereby acknowledged, the undersigned Clinton A. Porter and Kenneth G. Porter do hereby lease and let unto Ralph A. Porter, his heirs or assigns, for the term of thirty (30) years from date hereof, the following described property in Beaufort County and in Colleton County, South Carolina, to-wit:

All those certain pieces, parcels or tracts of land, situate, lying and being in Beaufort County, South Carolina and shown and described as Parcels No. 1, No. 2 and No. 3 in a deed executed by Ralph A. Porter to Clinton A. Porter

For Cancellation of Lease on 195 acre tract see this Book Page 547

Recorded April 26, 1966 9 A. m.

462

and Kenneth G. Porter under date of December 1, 1965 which said deed is being recorded in the office of the Clerk of Court for Beaufort County, South Carolina, SAVING AND EXCEPTING therefrom that certain parcel of land conveyed by Ralph A. Porter and others to Clinton A. Porter under date of April 29, 1953, which said parcel of land is a part of Lot 58 in §10, Township 1 South Range 1 West.

AND ALSO All that certain tract of land containing 195 acres, more or less in Colleton County, S. C. described in that certain deed of conveyance from Ralph A. Porter to Clinton A. Porter & Kenneth G. Porter and dated December 1, 1965 which said deed is being recorded in the office of the Clerk of Court for Colleton County, S. C.

PROVIDED, HOWEVER, that this lease shall terminate and be of no further force and effect at the end of the said thirty (30) year period, or upon the death of the said Ralph A. Porter and the death of any wife who shall be living with the said Ralph A. Porter at the time of his demise.

TO HAVE AND TO HOLD for the term of thirty (30) years from date hereof unless sooner terminated, in accordance with the foregoing provision.

And the parties do agree for themselves, their heirs and assigns that the taxes on the said property shall be paid for each year on the basis of the Lessors paying two-thirds of such taxes and the Lessee paying one-third of such taxes; that the insurance and upkeep of the property shall be the responsibility of the Lessee or Lessees and all expenses incurred in connection therewith shall be promptly paid for by said Lessee or Lessees.

Recorded April 26, 1966 9 A. M.

IN WITNESS WHEREOF, this Lease Agreement has been executed by the parties this 1st day of December, 1965.

IN THE PRESENCE OF:

G. G. Dowling

Clinton A. Porter (SEAL)

Kenneth G. Porter (SEAL)

LESSORS

Katherine W. Wilson

(SEAL)

Ralph A. Porter

LESSEE

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Katherine W. Wilson and made oath that she saw the within named Clinton A. Porter and Kenneth G. Porter, Lessors, ~~and Ralph A. Porter, Lessee~~, sign, seal, and as their act and deed, deliver the within written lease; and that she with G. G. Dowling witnessed the execution thereof.

Kathrine W. Wilson

SWORN to and subscribed before me
this 1st day of December, 1965.

G. G. Dowling (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

Recorded April 26, 1966 9 A. M.

464

465

Recorded this 2 day of May A.D. 1966
In Book 2 Page
At 2 o'clock P M
Clerk of Court, Colleton County, S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) LEASE

THIS INDENTURE, made and concluded at Walterboro, the County of Colleton, State of South Carolina this 2a day of April 1966 by and between the Colleton County Airport Commission for the County of Colleton, Lessor, and Colleton Industrial Aviation Co., Inc., lessee: For Cancellation see this Book. Page 551 (Page 551)

WITNESSETH, that the said lessor has granted and leased and by these presents does lease unto the said Colleton Industrial Aviation Company, Inc., lessee, the following described premises and/or privileges to wit:

The steel building adjacent to, and connected to, the large metal dome hangar and inclusive of such hangar the paved area around and behind the steel building so as to be contiguous with the area and the taxi strip between the runways, all of which are now a part of and known as the Walterboro Airport, located in Colleton County, State of South Carolina.

TO HAVE AND TO HOLD the said premises unto the said lessee, its successors, and assigns for the full term of ten years commencing this date and running concurrently with a lease granted the lessee by the South Carolina Aeronautics Commission on the aggregate property known as the Walterboro Airport, the lessee paying therefore the prescribed rental of said lease to the South Carolina Aeronautics Administration as inclusive of the total rents.

THE SAID LESSEE, by its successors, and assigns, for and in consideration of the above letten premises, does agree to pay the above prescribed rental in the manner required by terms outlined in the existing lease and described therein.

AND IT IS MUTUALLY AGREED that the lesseeshall have the rights, license, and priviledge to engage in general aeronautical business of selling, renting, chartering, trading, or otherwise dealing in products or services reasonably connected with such a business, exclusively on the premises.

AND IT IS FURTHER AGREED, that unless two months notice in writing be given previous to the expiration of the period herein specified by the lessor to the lessee of its desire to have possession of the premises, or the like notice be given by the lessee

Recorded 5-2-66
2 P.M.

to the lessor of his or its intention to vacate the premises after such expiration, then it is hereby agreed that this lease will be considered as extended and binding in all its provisions for an additional period of ten years after its expiration; and so to continue from time to time until such notice be given by either party previous to the expiratin of such extended time.

IN WITNESS WHEREOF THE PARTIES have hereunder set their hands and seals this 2 day of May 1966.

IN PRESENCE OF:

Zola W. Campbell

Agnes Walker

H. S. Price

Thomas A. Godwin

H. H. Sweat, Chairman
Colleton Co. Airport Commission

F. W. Campbell (L.S.)
F. W. Campbell, Sec. & Tres.

(L.S.)
W. W. Haynes, Pres.
Colleton Ind. Aviation Co., Inc.

(L.S.)
R. W. Carter, Vice Pres.
Colleton Ind. Aviation Co., Inc.

Approved:

Wendell O. Adams, County Attorney

Recorded 5/2/66 2 P. M.

466 A

467

Recorded this 2
day of May A.D. 1966
In Book 1 Page 0
At 2 o'clock P. M.
A B Crosby
Clerk of Court, Colleton County, S. C.

LEASE

STATE OF SOUTH CAROLINA

COUNTY OF

THIS INDENTURE, made and concluded at Walterboro, the County of Colleton, State of South Carolina, this 12th day of August 19 65, by and between the South Carolina Aeronautics Commission, Lessor, and Colleton Industrial Aviation, Inc. Lessee;

WITNESSETH, that the said lessor has granted and leased and by these presents does grant and lease unto the said Colleton Industrial Aviation, Inc., lessee, the following described premises and/or privileges to wit:

All that portion of the Walterboro-Colleton Airport, formerly known as Anderson Field, comprising the concrete ramp and nose-in hanger, together with a large steel hanger and paved area on each side so as to be contiguous with ramp and nose-in hanger. ~~Also including taxi-ways to and from the ramp.~~

TO HAVE AND TO HOLD the said premises unto the said lessee, his or its successors, administrators and assigns, for the full term of 5 years, commencing on the 20 day of August, 19 65, and ending on the 20 day of August, 19 70, the lessee paying therefor at the rate of 2(two) per cent of the monthly gross income from all sales and services of the lessee which result from lessee's operations on Walterboro Airport and which lessee is hereinafter given the right to conduct on said airport.

Payment of the above described rental for the previous month shall be made by lessee before the tenth day of each and every month during the term of this lease. For Cancellation see this Book Page 553

And the said lessee, his or its successors, executors, administrators and assigns, for and in consideration of the above letten premises, do covenant and agree to pay to the said lessor, its successor and assigns the above stipulated rent in the manner herein required.

And it is further agreed that unless two months notice, in writing, be given previous to the expiration of the period herein specified by the lessor to

Recorded May 2, 1966
2 P.M.

the lessee of its desire to have possession of the premises or to change the conditions of the lease after the expiration, or the like notice be given by the lessee to the lessor of his or its intention to vacate the premises after such expiration, then it is hereby agreed that this lease will be considered as extended and binding in all its provisions for five years after such expiration; and so continue from time to time until such notice be given by either party previous to the expiration of such extended term.

And it is mutually agreed that the lessee shall have the right to erect building, structures and fixtures upon the leased premises only after such proposed buildings, structures and fixtures have been approved in writing by the lessor. And it is further understood and agreed that the lessee shall make no repairs at the expense of the lessor and any alterations or improvements desired by the lessee at his or its own cost must be done under the written sanction of the lessor. It is agreed that at the termination of this lease that all buildings, structures and fixtures furnished by the lessee shall remain the property of the lessee and may be removed by the lessee from said premises. However, it is further agreed and understood that no buildings, structures or fixtures shall be sold by lessee to any other person or persons without approval in writing from lessor unless such buildings, structures or fixtures are first removed from the premises by lessee.

And it is mutually agreed that the lessee shall have the rights, licenses, and privileges as are hereinafter set forth: To engage in a general aeronautical business of selling, renting, chartering, trading or otherwise dealing in products or services reasonably connected with such a business, not including Scheduled Air Transportation.

It is further agreed that the said lessee shall not convey this lease or under-let the premises without the written consent of the lessor.

It is further mutually agreed that the premises and all structures thereon must be kept clean, neat and orderly and in such state of repair and condition which, in the opinion of the lessor are satisfactory and failure to so keep such structures in condition satisfactory to the lessor shall render this lease voidable and subject to termination at the option of the lessor, and for the purpose of carrying out the provisions of the lease, the lessor, its agents

Recorded 5-2-66
2 P. M.

and employees shall have the right to enter upon said premises and inspect the same at such time as the lessor may deem proper.

And it is agreed that the lessee shall at all times keep such records of lessee's monetary receipts so that an accurate determination of his gross receipts may be made any time and that the Commission or any of the Commission's authorized agents shall have the right to inspect said records at such times as the Commission shall deem proper.

It is further stipulated and agreed by the parties to these presents that if three months rent shall be in arrears and unpaid by the lessee, or if lessee fails to operate his aviation business on the airport for a period of thirty days, this lease shall be null and void, and it shall be lawful for the lessor to re-enter and forthwith re-possess all and singular the above granted and leased premises without hindorance or prejudice to the lessor's right to distrain for all rent unpaid at such period.

And lastly, it is agreed that should the lessee assign, transfer, sell, remove or in any manner dispose of the goods and chattels within the above leased premises, then the entire amount of rent that would accrue for three months shall be considered as due and payable, and the lessor shall be vested with the same right as though the entire leased term had expired.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF:

[signature]

[signature]

SOUTH CAROLINA AERONAUTICS COMMISSION

By G. C. Merchant, Jr.
G. C. Merchant, Jr. LESSOR

IN PRESENCE OF:

Thomas A. Godwin

Betty M. Haynes

Colleton Industrial Aviation, Inc.

W. W. Haynes Pres.

Robert W. Carter V-Pres.
LESSEE

APPROVED

F. W. Campbell Sec Treas
F. W. Campbell, Sec., Treas.

COLLETON COUNTY AIRPORT COMMISSION

by [signature]
Howell H. Sweat, Chairman
Chairman

Recorded May 2, 1966 2 P. M.

469 A

BOOK 140

470

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Faber Place

ACCT. NO. 1480

CHECK NO. D-322 April 4 19 66

The undersigned hereby acknowledge receipt of timely payment of

NINE HUNDRED TWENTY AND NO/100---------- Dollars, ($ 920.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated December 9, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. N. Ackerman

Shealy G. Pendarvis

H. Elizabeth Risher (SEAL)

H. Elizabeth Risher (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me W. N. Ackerman

and made oath that he saw the within named H. Elizabeth Risher

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof. W. N. Ackerman

Sworn to before me this 4th day of April 19 66

Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed named as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

Notary Public For

recorded 5/2/66 2 P. M.

Form RW-3-SC-3.01

BOOK 140

471

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE. Canadys - Faber Place

ACCT. NO. 1480

CHECK NO. 1842

April 6 1966

The undersigned hereby acknowledge receipt of timely payment of Five Hundred Forty and 00/100 Dollars, ($540.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated November 23, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

M. E. Corley

Shealy G. Pendarvis

Laura M. Roberson (SEAL)

By: Teresa Roberson (SEAL)

Laura M. Roberson (SEAL)

By: Teresa Roberson (SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley and made oath that he saw the within named Laura M. Roberson By - Teresa Roberson sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Shealy G. Pendarvis in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 6th day of April 1966

Shealy G. Pendarvis
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For

recorded 5/2/66 2 P. M.

Form RW-3-[illegible]

BOOK 140

472

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Faber Place

ACCT. NO. W. O. 1480

CHECK NO. 1847

April 20 1966

The undersigned hereby acknowledge receipt of timely payment of One Thousand Eight Hundred Sixty and no/100 Dollars, ($1,860.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated February 10 1966 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. E. Corley
Helen M. Roberts

Jane E. Henderson (SEAL)
By: H. W. Craven (SEAL)
Jane E. Henderson (SEAL)
By: H. W. Craben (SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me W. E. Corley and made oath that he saw the within named Jane E. Henderson & by H. W. Craven sign, seal and as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Helen M. Roberts in the presence of each other, witnessed the due execution thereof.

W. E. Corley

Sworn to before me this 20th day of April 1966
J. T. Bonnett
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D. 19
(L. S.)

Notary Public For

recorded 5/2/66 2 P. M.

Form RW-4-M-1-61

BOOK 140

473
47

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys Falls Place

ACCT. NO. W. O. 1480

CHECK NO. 1840 April 1966

The undersigned hereby acknowledge receipt of timely payment of Two Hundred Forty and no/100 Dollars, ($240.00) as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated February 18 1966 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mrs Cecil Byrd

M. E. Corley

Mrs Geneva Byrd Canaday (SEAL)

Mrs. Geneva Byrd Canaday (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Mrs Cecil Byrd

and made oath that She saw the within named Mrs Geneva Byrd Canaday

sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that She with M. E. Corley in the presence of each other, witnessed the due execution thereof. Mrs Cecil Byrd

Sworn to before me this 1st day of April, 1966

[signature]
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For

recorded 5/2/66 2 P. M.

Form RW-3-SC-3-62

DEEDS

BOOK 140

475
474

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Faber Place

ACCT. NO. W. O. 1480

CHECK NO. 1839 April 1 1966

The undersigned hereby acknowledges receipt of timely payment of Two Hundred Forty and no/100 Dollars, ($ 240.00) as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated February 18, 1966, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mrs Cecil Byrd

M. E. Carley

C. F. (X) Byrd (SEAL)
MARK (SEAL)
C. F. (X) Byrd (SEAL)
his mark (SEAL)
(SEAL)
(SEAL)
(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Carley and made oath that he saw the within named C. F. Byrd sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with (Mrs) Cecil Byrd in the presence of each other, witnessed the due execution thereof.

M. E. Carley

Sworn to before me this 1st day of April, 1966

[signature]
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

Recorded 5/2/66 2 P. M.

Notary Public For

Form RW-1-M, 3-61

474 A

475

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

DEDICATION OF STREET

WHEREAS, Clyde O. Ackerman, and C. J. DeLoach own adjoining property, said property being located in Peniel School District, Colleton County, South Carolina, and

WHEREAS the property herein referred to was originally that certain twenty (20) acre tract that was conveyed to Clyde O. Ackerman by Loyal Bishop, March 2, 1965, as recorded in Deed Book 137, at page 416, and

WHEREAS Clyde O. Ackerman has conveyed to C. J. DeLoach the Southern portion of said tract, containing seven and one-half (7½) acres and now making them adjoining property owners, and

WHEREAS a plat has been made of the seven and one-half (7½) acre tract by G. E. Miley, Jr., Registered Land Surveyor, of date February 12,1966, and recorded in Plat Book ____, Page _____, said plat showing a forty (40) foot street along the Northern boundary of C. J. DeLoach's property and the Southern boundary of Clyde O. Ackerman's property, and showing twenty (20) feet on each side of center line, NOW

THIS IS TO CERTIFY That Clyde O. Ackerman and C. J. DeLoach, owners of adjoining property, have caused the same to be surveyed and platted and hereafter known as _____Street, as shown by this plat, and hereby dedicate and restrict the use of said street to the private use of Clyde O. Ackerman and C. J. DeLoach, their heirs and assigns forever.

WITNESS our Hands and Seals this 5th day of May in the year of our Lord One Thousand Nine Hundred and Sixty-six.

WITNESS

Clyde O. Ackerman
CLYDE O. ACKERMAN

C. J. DeLoach
C. J. DELOACH

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me Marguerite S. Kinard, and

-1-

3 Pm.
Recorded 5-6-1966

DEEDS

made oath that he saw the within named Clyde O. Ackerman and C. J. DeLoach, sign, seal and as their act and Deed, deliver the within written DEDICATION OF STREET; and that he with Osborne H. Rhodes, witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME THIS Marguerite S. Kinard

5th DAY OF MAY, 1966.

Osborne H. Rhodes (SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

476 A

BOOK 140

477

STATE OF SOUTH CAROLINA,

COUNTY OF Colleton OPTION

For the sum of $500.00 to ~~Arnold J. Hill and Gwen Hill~~

in hand paid at and before the sealing and delivery of these presents, by W. F. Givens and Louise V. Givens

the receipt whereof is hereby acknowledged, We, Arnold J. Hill and Gwen Hill

~~W. F. Givens and Lou~~

have bargained and agreed, and do hereby bargain and agree to sell to the said Louise V. Givens

or assigns, the following described property: All that piece, parcel or lot of land, with buildings and improvements thereon, designated as 69 B in Mayfield Terrace Subdivision, in the Town of Walterboro and bounded On the Northeastby Lot No. 70; ~~On the Southeast by Lots Nos. 63 and 64; On the Southwest by Lot No. 69 A; and on the Northwest~~ by Washington Street, and mofe fully delineated on said plat as follows: Beginning at a stake on Washington Street which is a common corner between instant lot and Lot No. 70 running thence S 54° 20' W 66.7 feet along Washington Street to a stake; thence S 35° 30' E 150 feet to a stake thence N 54° 30' E 66.7 feet to a stake; thence N 35° 30' W 150 feet to the point of beginning. This being a portion of the land conveyed to John S. Hiers by deed of J. C. Thompson dated 10 June 1946, recorded in the Clerk of Cours Office for Colleton County in Deed Book 93, page 485.

for the sum of $7500.00 ~~[illegible]~~: The above $500.00 will be a credit against the $7500.00 purchase price and the full balance of $7000.00 will be paid upon execution of fee simple deed less required documentary stamps to be affixed to deed.

PROVIDED this option is exercised and accepted ~~[illegible]~~ By July 2, 1966 ~~[illegible]~~ from the date hereof.

~~[illegible]~~

Dated at Walterboro, S. C., this 5th day of May, A. D. 1966

Signed, sealed and delivered in the presence of:

Wayne H. Crum

Bobby P. Rigley

Arnold J. Hill (L. S.)
Arnold J. Hill

Gwen Hill (L.S.)
Gwen Hill

Recorded 5/7/66 11 A. M.

T-18
478

STATE OF SOUTH CAROLINA
COUNTY OF BAMBERG

PERSONALLY appeared before me Bobby P. Rigby and made oath that she saw the within named ~~Arx~~ Arnold J. Hill and Gwen Hill sign, seal and as their act and deed deliver the within written Option and that she with Hayne H. Crum witnessed the execution thereof.

SWORN to before me this 5th day of May, A. D. 1966

Bobbie P. Rigby

Hugo Hayne Crum - seal affixed (L.S.)

Notary Public for South Carolina

BOOK 140

479

Form 298—OPTION
Revised 1931

STATE OF SOUTH CAROLINA,
COUNTY OF Colleton

For the sum of $200.00 to Mrs. Dorothy Fitts in hand paid at and before the sealing and delivery of these presents, by Mrs. Martha S. Thomas the receipt whereof is hereby acknowledged, I Mrs Dorothy Fitts have bargained and agreed, and do hereby bargain and agree to sell to the said Mrs. Martha S. Thomas or assigns, the following described property: all that lot or parcel of land with buildings and improvements thereon located and situate in Walterboro, Colleton County S.C. known as #543 Warren St.

for the sum of $7000.00 payable as follows: Two Hundred ($200.00) dollars herewith and Six Thousand Eight Hundred ($6800.00) dollars upon delivery of good and marketable title in fee simple of the premises. The said Two Hundred ($200.00) dollars herein is the earnest money paid at time of this option. It is understood that this sales price covers all liens and considerations of every kind and nature.

PROVIDED this option is exercised and accepted within Thirty (30) days from the date hereof.

Purchaser to have thirty days after signing contract to purchase for examination of title.

Dated at Walterboro SC, this 17th day of May A. D. 1944

Dorothy Fitts (L. S.)
Dorothy Fitts.

Signed, sealed and delivered in the presence of:

James W. Kinard
James W. Kinard.
Thelma Broderick
Thelma Broderick.

Recorded May 17th, 1966, at 3 P.M

479

DEEDS

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON.
PERSONALLY appeared before me James W.Kinard, and made oath that he saw the within named Mrs. Dorothy Fitts, sign, seal add as her act and Deed deliver the within Written Option, and that he wi Thelma Broderick witnessed the Execution thereof.

SWORN to before me this 17th day of May , A.D 1966.
Ruth Saunders.
Notary Public for South Carolina. James K.Kinard.

BOOK 140

1480

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Otis C. Carter, Jr. Robert W. Carter, and Vernelle R. Carter

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of Twenty-three (23) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by Edisto River

Easterly by lands of C. P. Byrd

Southerly by lands of South Carolina Highway #61

Westerly by lands of Kenneth Whetsell

A tract of land containing 460 acres more or less and being the same land formerly owned by Bedham. Right of way enters Grantor land from lands of Kenneth Whetsell, thence extending across Grantor land in a southeasterly direction on to lands of S. C. Hwy. #61 and other lands of Kenneth Whetsell. Said right of way being across a small triangular shaped piece of Grantor land at corner of tract located on the northerly side of S. C. Hwy. #61 adjoining lands of said hwy. and Kenneth Whetsell. Right of way being more fully shown on Dwg. No. CP-10710 of the SCE&G Co., dated 9-20-65.

It is agreed and understood by and between the parties hereto that Mr. Otis C. Carter, Jr. will accept payment for the benefit of all.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tiecovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Fifty and No/100---------- Dollars ($ 50.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 11th day of April, 1966

WITNESS:

Mary L. Tyler Jr.
Lewis A. Tidwell
Florence C. Clement

Otis C. Carter, Jr. (SEAL)
Robert W. Carter (SEAL)
Vernelle R. Carter (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

Recorded May 17th, 1966, at 8 P.M

Form RW 1-51-6-62

480

480 A

STATE OF SOUTH CAROLINA.

COUNTY OF COLLETON

PERSONALLY appeared before me Norma C.Clement and made oath that she saw the withinnamed Otis C.Carter Jr. Robert W.Carter, and Vernelle R.Carter, sign, seal and as their act and Deed deliver the within Written Right of Way Grant for the uses and Purposes therein mentioned and that she with Sidney F.Zemp Jr.and James A.Beasham in the presence of each other witnessed the due execution thereof.

SWORN to before me this 9th day of May 1966.

Norma C.Clement.

John L.Bobo.

Notary Publi cfor South Carolina.

481

State of South Carolina,
County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Josiah Pauls Estate Surviving Heirs of Mattie Ancrum, Gertie Moore, Gertrude Saunders, Carey Williams, Learlene Pauls, Lessie Holmes, Louise Harrison, Elizabeth Gadsden

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of One Hundred (100) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Lessie Holmes

Easterly by lands of Dave Hill

Southerly by lands of Dave Hill et al.

Westerly by lands of Isaiah Ancrum

A tract of land containing 13 acres more or less and being the same land conveyed to Grantor by Josiah Pauls

Right of way enters Grantor land from lands of Isaiah Ancrum thence extending across Grantor land in a southeasterly direction on to lands of Dave Hill Center line of right of way being more fully shown on Dwg. no. CP-10710 of the South Carolina Electric and Gas Company.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Two Hundred Sixty Five and 00/100 Dollars ($265.00) within 1 year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 27 day of January, 1966

WITNESS:

[signature]

[signature]

Mattie Ancrum (SEAL)

Gertie Moore (SEAL)

(Benether) Gertrude Saunders (SEAL)

Carey Williams (SEAL)

Learlene Pauls (SEAL)

Lessie Holmes (SEAL)

Louise Harrison (SEAL)

Elizabeth Gadsden

Recorded May 17th, 1966, at 2 P.M

Form RW-1-SC-6-62

481

481 A

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON.

PERSONALLY appeared before me M.E.Corley, and made oath that he saw the within names Mattie Ancrum, Gertie Moore, Gertrude Saunders, Leariene Pauls, Lessie Holmes , Louise Hartison and Elizabeth Gadsden,, sign, seal and as their act and deed deliver the within Written ~~Grant~~ Right of Way Grant for the uses and Purposes thereinmentioned and that he with Shealey G.Pendartis, in the presence of each other witnessed the Due Execution thereof. M.E.Corley.

SWORN to befofe me this 27th day of January 1966.

John L.Bobo.

Notary Public for S.C.

BOOK 140

482

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Faber Place 115 Kv

ACCT. NO. 1480

CHECK NO. 1847 April 26 19 66

The undersigned hereby acknowledge receipt of timely payment of One Thousand, Eight Hundred, Sixty and No/100 Dollars, ($ 1860.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated February 10 19 66 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

David J. Lange

H. Lee Craven

(Miss) Jane E. Henderson (SEAL)
Mrs. John S. Henderson

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me H. W. Craven and made oath that he saw the within named (Miss) Jane E. Henderson sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with David J. Lange in the presence of each other, witnessed the due execution thereof. (Miss) Jane E. Henderson
H. Lee Craven

Sworn to before me this 26th day of April 1966

John S. Bolo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19 ___

5-17-66 (L. S.)

Notary Public for _____

Form RW-3-SC-3.61

482

DEEDS

BOOK 140

483

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Faber Place

ACCT. NO. W.O. 1480

CHECK NO. 1851 May 2 1966

The undersigned hereby acknowledge receipt of timely payment of Two Hundred Forty-five and no/100 Dollars, ($245.00), s full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated November 23 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

M. E. Corley

H. D. Wessinger

Isiah Ancrum (SEAL)

Pauline V. Ancrum (SEAL)

ISIAH ANCRUM

PAULINE V. ANCRUM

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me M. E. Corley

and made oath that he saw the within named Isaiah Ancrum and Pauline V. Ancrum

sign, seal and as ~~the~~ act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with H. D. Wessinger

in the presence of each other, witnessed the due execution thereof. M. E. Corley

Sworn to before me this 2nd day of May 1966

H. D. Wessinger
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of 2nd A. D., 19

5-17-66 (L. S.)

Notary Public For

Form RW-3-SC-3-61

483

483 A

484

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Yokes Place

ACCT. NO. 1480

CHECK NO. 1853

May 11 1966

The undersigned hereby acknowledge receipt of timely payment of

Twenty-six and 50/100 Dollars ($26.50),

in full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated January 27 1966 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. E. Corley

John L. Bobb

Mattie Ancrum (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me W. E. Corley

and made oath that he saw the within named Mattie Ancrum

sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobb in the presence of each other, witnessed the due execution thereof.

W. E. Corley

Sworn to before me this 11th day of May 1966

John L. Bobb

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me this day of A. D., 19

(L. S.)

Notary Public For

Form RW-3 SC-3-61

484

BOOK 140

485

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Faber Place

ACCT. NO. 1480

CHECK NO. 18532

May 9 1966

The undersigned hereby acknowledge receipt of timely payment of Fifty and 00/100

Dollars, ($ 50.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 9, 1966 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Norma C. Clement

W. Co. Corley

Otis C. Carter, Jr. (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

State of South Carolina,

County of Colleton

Personally appeared before me W. Co. Corley

and made oath that he saw the within named Otis C. Carter, Jr.

sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Norma C. Clement

in the presence of each other, witnessed the due execution thereof. W. Co. Corley

Sworn to before me this 9th day of May 1966

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D. 19

(L. S.)

Notary Public For

5-17-66

Form RW-3-SC-1-61

485

BOOK 140

486

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady's Falls Place

ACCT. NO. 1480

CHECK NO. 1855 May 11, 1966

The undersigned hereby acknowledge receipt of timely payment of

Twenty six and 50 Dollars, ($26.50),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated January 27, 1966 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

M. E. Corley

John L. Bobb

Elizabeth Godsden (SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

State of South Carolina,

County of Colleton }

Personally appeared before me M. E. Corley

and made oath that he saw the within named Elizabeth Godsden

sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobb

in the presence of each other witnessed the due execution thereof. M. E. Corley

Sworn to before me this 11th day of May, 1966

John L. Bobb

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me this day of A. D. 19

5-17-66 (L. S.)

Notary Public For

Form RW-3-SC-1-61

486

4,87

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Yaberi Place

ACCT. NO. 1420

CHECK NO. 1854

May 11 1966

The undersigned hereby acknowledge receipt of timely payment of

Twenty-six and 50 Dollars, ($26.50),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated January 27, 1966 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

W. E. Corley

John L. Bobo

Louise Harrison (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me W. E. Corley

and made oath that he saw the within named Louise Harrison

sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other witnessed the due execution thereof.

W. E. Corley

Sworn to before me this 11th day of May 1966

John L. Bobo

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

Notary Public for

Form RW-3-SC-3-61

487

BOOK 140

488

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Perry C. Ackerman, Individually and for Margaret Elizabeth Ackerman, Adele Annette Ackerman, and Perry Ann Ackerman, by Order of the Court of Common Pleas,

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of one hundred ---- (100') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands formerly of Reeves and now of M. M. Lotz and West Virginia Pulp & Paper Co.

Easterly by lands of M. M. Lotz and R. W. Reeves

Southerly by lands of formerly of Ross W. Reeves, now of Ross Y. Reeves

Westerly by lands of W. T. Ackerman and West Virginia Pulp & Paper Co.

A tract of land containing seventy (70) acres, more or less, and being the same lands devised to Perry C. Ackerman for life by the Will of Nettie A. Ferguson, dated 17 November 1964, and at his death, to the children of Perry C. Ackerman. The right of way enters grantors' land from lands of West Virginia Pulp and Paper Company, thence extending along and paralleling the southerly property line of grantors' land in an easterly direction to South Carolina State Highway #35 and lands of R. Yates Reeves. Center line of right of way being more fully shown on drawing #CP-10710, Sheets #s 12, 13, dated 2/2/66 of the South Carolina Electric and Gas Company.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Fifteen Hundred and 00/100 ---------- Dollars ($1,500.00***) within one (1) year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture this 19th day of May, 1966

WITNESS:

Perry C. Ackerman (SEAL)

Perry C. Ackerman, Individually, (SEAL)

and for Margaret Elizabeth Ackerman (SEAL)

Adele Annette Ackerman, and Perry (SEAL)

Ann Ackerman, by Order of the Court (SEAL)

of Common Pleas for Colleton County (SEAL)

South Carolina. (SEAL)

Form RW-1-S-6-62

489

STATE OF SOUTH CAROLINA.
COUNTY OF COLLETON.

PERSONALLY Appeared before me Edna V.DeWitt, and madeoath that he s[illegible] the within named Perry C.Ackerman, Individually, and for Margaret E[illegible] abeth Ackerman; Adele Annette Ackerman, and Perry Ann Ackerman, by [illegible] of the Court of Common Pleas for Colleton County, S.C.Sign, seal and [illegible] theAct and Deed of Deliver thewithin Right of Way Grant for the Uses and Purposes thereinmentioned, and that he with I.A.Smoak Jr. in th e Presence of each other, witnessed the Due Execution thereof.

Edna V.DeWitt.

SWORN to before me this 19th day of May 1966.

I.A.Smoak Jr.
Notary Public for S.C.

490

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys-Fairfax 115 KV

ACCT. NO. 1092

CHECK NO. D-324 April 19 1966

The undersigned hereby acknowledge receipt of timely payment of

) HUNDRED AND NO/100---------- Dollars, ($200.00-----),

in payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated March 22, 1966, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

M. E. Corley

Sheely E. Anderson

x H. J. Warren (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me M. E. Corley and made oath that he saw the within named H. J. Warren sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Sheely E. Anderson in the presence of each other, witnessed the due execution thereof. M. E. Corley

Sworn to before me this 22nd day of April 1966

Sheely E. Anderson
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D. 19____

_____ (L. S.)

Notary Public For _____

30

Recorded May 19 - 1966

Form RW-3-SC-3-61

BOOK 140

491

RECEIPT FOR RIGHT OF WAY PAYMENT

[illegible] Faber Place

[illegible]

691

20th April 1966

[illegible]signed hereby acknowledge receipt of timely payment of Fifteen Hundred and

Dollars, ($1,500.00).

[illegible] payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement [illegible] 19 May 1966 to construct, maintain and operate gas and electric lines across [illegible] of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with [illegible] easement which is hereby ratified and confirmed.

WITNESS:

I. A. Smoak Jr.

Edna V. DeWitt

Perry C. Ackerman (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

of Colleton

Personally appeared before me Edna V. DeWitt

[illegible] made oath that she saw the within named Perry C. Ackerman

[illegible] and as [illegible] act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that she with I. A. Smoak, Jr. [illegible] presence of each other, witnessed the due execution thereof. Edna V. DeWitt

Sworn to before me this 19th day of May, 1966.

I. A. Smoak Jr.

Notary Public for S. C.

[illegible] OF SOUTH CAROLINA,

County.

Personally appeared before me

made oath that saw the within named

[illegible] of sign, affix the [illegible] as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, that with witnessed the execution thereof and [illegible] names as witnesses thereto.

[illegible] and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public For

4 pm

Form RW-3-SC-3-61

Recorded May 19- 1966

DEEDS

BOOK 140

492

RECEIPT FOR PAYMENT

LINE Canady Fuller Place

ACCT. NO. 1480

CHECK NO. 1692 20th April

Received from SOUTH CAROLINA ELECTRIC & GAS COMPANY

One Hundred and no/100

For Payment in full for all Damages done to Land and Timber Caused by Survey acc. My Land

$100.00

I. A. Smoak, Jr. Witness

Edna V. De Witt Witness

Perry C. Ackerman

State of South Carolina,

County of Colleton

Personally appeared before me Edna V. DeWitt and made oath that he saw the within named Perry C. Ackerman sign, seal deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he saw I. A. Smoak, Jr. in the presence of each other, witness the [illegible] Edna V. DeWitt

Sworn to before me this 19th day of May 19[illegible]

I. A. Smoak, Jr.
Notary Public for S. C.

Recorded May 19 - 1966 4 Pm

DEEDS

BOOK 140

493

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

BORROW MATERIAL PIT
THIS LEASE HAS BEEN RECORDED

№ 11334

THE STATE OF SOUTH CAROLINA
County of Colleton

LEASE
Borrow and Material Pit

Site No. 15.360 Route No. I-95 FAP No. I-95-1(12)

THIS AGREEMENT made and entered into this 3 day of May, 1966, by and between N. C. Padgett hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, Borrow Material, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 5½ feet, consisting of 38.0 acres, more or less, situated on land owned by the lessor, described as follows:

Borrow Material Pit No. 3 located in wooded lands 202.8' Rt. Sta. 711+00 as shown by attached sketch.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: (See attached sketch)

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto completion of above project

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, [~~as are actually taken or authorized to be excavated~~] rents and royalties in the sum of Two Hundred and Fifty ($ 250.00 Dollars per acre), plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof ~~[illegible]~~

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the pit material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

Pit to be drained by Outfall Ditch.

3.

Recorded this 19 day of May A.D. 1966
In Book 3 Page 0
At 3 o'clock P.M.
A B Crosby
Clerk of Court, Colleton County, S.C.

3P
4-19-66

Note: Where this lease form is to be used for payment of an agreed amount prior to entering the words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer.

It is FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

G. M. Harris

Shirley L. Marvin

W. C. Padgett (L.S.)
Lessor.

Witnesses as to State Highway Department:

Clara W. Tanner

Carole Ann Metz

S. C. State Highway Department

By J. M. Mahaffey
Asst. State Highway Engineer

The State of South Carolina

County of Colleton

As to Lessor

Personally appeared before me G. M. Carris and made oath that he saw the within named W. C. Padgett sign, seal and as his act and deed, execute the within written instrument; and that he with Shirley L. Marvin witnessed the execution thereof.

Sworn to before me this 5th day of May, 1966.

G. M. Harris.

Thomas A. Padgett
Notary Public for S. C.

The State of South Carolina

County of RICHLAND

As to Highway Department

Personally appeared before me CLARA W. TANNER and made oath that S he saw the within named J. D. MCMAHAN, JR. sign, seal and as his act and deed, executethe within written instrument; and that S he with CAROLE ANN METZ witnessed the execution thereof.

Sworn to before me this 17th day of MAY, 1966.

Clara W. Tanner

Hermione H. Moore
Notary Public for S. C.

The State of South Carolina

County of _____

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That I (we) _____ do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by _____ to _____, recorded in Mortgage Book ____ at Page ____ in office of the Clerk of Court or RMC of _____ County.

WITNESS our hand and seal this ____ day of _____, 196__.

in the presence of:

_____

_____

RECEIVED
DISTRICT NO. 6
S. C. STATE HIGHWAY DEPT.

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ o'clock on the _____ day of _____ 19__, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____.

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

RECEIVED
DISTRICT NO. 6
S. C. STATE HIGHWAY DEPT.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

495

TIMESAVER BLANK NO. 48-A
TIMBER TITLE
TIMESAVER PUB. CO., CONWAY, S. C.

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON,

Know all Men by These Presents, That

I, Jack E. Cummings

in the State aforesaid for and in the consideration of the sum of Eleven Thousand ($11,000.00)-------- DOLLARS to me in hand paid at and before the sealing of these presents, by Flack-Jones Lumber Company, Inc.,

(the receipt of which is hereby acknowledged), have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said Flack-Jones Lumber Company, Inc.,

All of the pine and trees timber of every kind and description, both standing and fallen, of 12 inches or more, the long way outside the bark, stump diameter 12 inches from the ground, now or at the time of cutting, on all and singular that certain piece, parcel, or tract of land containing two hundred twenty-two (222) acres, more or less, situate, lying and being in Hudson Mill School District, in the County of Colleton in the State of South Carolina,

On the North by

On the East by

On the South by

On the West by

Butting and bounding according to a Plat hereinafter referred to as follows to-wit: Northeast on lands of T. H. Hydrick, and lands of A. Caldwell; Southeast and east on lands of Beach; Southwest on lands of W. R. McFadden, lands of John Hy. Stewart, and lands of Lucy Stephens; and Northwest on lands of Lucy Stephens, lands of Benton, and lands of Blanche Hudson.

The above described tract of land will more fully appear reference being had to a Plat of the same by J. N. Franke, Surveyor, dated December 24, 1956, and recorded in Plat Book 10, Page 131 R.M.C. Office for Colleton County, reference to which is hereby craved and made a part and parcel hereof.

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The following exclusive rights and privileges to be exercised at any and all times during the continuance of this contract at the pleasure of the said grantee, its successors, his, her or their heirs or assigns, namely: To enter freely upon the said above described tract or tracts of land, to have and enjoy all necessary or convenient rights of way, to be located anywhere by said grantee, its successors, his, her or their heirs or assigns, over said land and contiguous lands, for ingress and egress, at any and all times for men and vehicles; to cut and make roads over said lands; to build, construct, maintain and operate skidders and truck and wagon ways across said lands on such routes as may be selected by said grantee, its successors, his, her or their heirs or assigns; to establish and maintain saw mills and maintain lumber yards and other fixtures, machinery or buildings on said land; and to do any and all things that may be necessary or convenient for the cutting, handling, hauling and removing of the timber as aforesaid from the above described tract or tracts of land, and for the transportation and removal of any other timber, and articles of every kind and description that grantee, its successors, his, her or their heirs or assigns may desire to transport over the said roads or any of them, with the right to cut and use all such timber, wood and brush as may in the judgement of grantee, its successors, his, her or their heirs or assigns, be required to build, construct, operate and maintain the aforesaid or any other truck and wagon ways, roadways and buildings, fixtures and structures, during the continuance of this contract, for the removal of the timber hereinbefore conveyed, or any other timber owned by grantee, its successors, his, her or their heirs or assigns; and together also with the right of grantee, its successors, his, her or their heirs or assigns, to remove at its, his, her or their pleasure, at any time during this contract, or at or after its termination, all buildings, structures, fixtures and other property it, he, she, or they may have placed on said land, and with the right to leave the saw dust and debris on the said land.

It is further agreed that grantee, its successors, his, her or their heirs or assigns, shall have, and the same is hereby granted to it, him, her or them, the period of one (1) years, from the date hereof, in which to cut and remove the said timber from the said land, and that

It is further agreed that the grantor shall and will promptly pay all taxes that are now due, or that hereafter may become due, on the said land and timber until the said timber is cut.

The said grantee, its successors, his, her or their heirs and assigns, covenants with the said grantor, his, her or their heirs, administrators or assigns, that the said grantee, its successors, his, her or their heirs or assigns, shall and will pay any damage done to growing crops in the selection and location of the rights of way above provided for; also any damage that may accrue to the said grantor by reason of any negligence on the part of the agents or employees of said grantee, its successors, his, her or their heirs or assigns during the continuance of this contract; said damages to be assessed and ascertained by two disinterested persons, one to be chosen by each of the parties to this contract, and, in case they disagree, the two so chosen to select a third, and the decision of two of the persons so selected shall be made in writing and shall be final and binding upon all the parties hereto.

All the covenants, stipulations and agreements herein assumed, or undertaken by either party to this contract shall be binding upon their respective heirs, executors, administrators, successors or assigns, and all benefits and advantages herein provided for either of the said parties, shall accrue to their respective heirs, executors, administrators, successors or assigns as the case may be, and if these presents are not signed or executed by grantee, this deed shall take effect as a deed poll.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises, belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said

Black-Jones Lumber Company, Inc., its successors, his, her or their heirs or assigns forever.

SC Stamps 22.00
Federal " 12.10

Page 1 P

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And grantor hereby binds itself, himself, herself, themselves, and its Successors, his, her or their, Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee, its Successors, his, her or their heirs and assigns against grantor and its Successors, his, her or their Heirs, and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

It is understood and agreed that grantee wherever used in this instrument, means the person or persons, firm, corporation, or company to whom the timber, and other property and rights hereinbefore mentioned and described are hereby conveyed, and said term shall include, and bind the administrators, executors, successors or assigns thereof, whether so expressed in terms or not; and the term grantor wherever used in this instrument shall be construed to mean the person or persons, firm, corporation or company hereby making the conveyance of the said timber, and the other property and rights and easements hereinbefore mentioned and conveyed, and this term also shall include and bind the executors, administrators, successors, or assigns, thereof, as the case may require, whether so stated in terms or not.

WITNESS my Hand and Seal this 17 day of May in the year of our Lord one thousand nine hundred and sixty-six and in the one hundred and ninty-first year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Thomas E. Stanley — Jack E. Cummings (L. S.)

H.H. Cummings — (L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON,

PERSONALLY appeared before me Thomas E. Stanley and made oath that he saw the within named Jack E. Cummings sign, seal, and as his Act and Deed deliver the within written Deed, and that he with H.H. Cummings witnessed the execution thereof.

SWORN to before me, this 17th day of May A. D. 19 66

H.H. Cummings (L. S.) — Thomas E. Stanley

Notary Public for South Carolina

STATE OF SOUTH CAROLINA, — Renunciation of Dower.

COUNTY OF Colleton.

I H.H. Cummings do hereby certify unto all whom it may concern, that Mrs. Helen H. Cummings wife of the within named Jack E. Cummings did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever renounce, release and forever relinquish unto the within named Flack-Jones Lumber Co., Inc. its successors, his, her or their heirs and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my Hand and Seal, this 17th day of May Anno Domini 19 66.

H.H. Cummings (L. S.) — Helen H. Cummings (L. S.)

Notary Public for South Carolina

Pack 3

BOOK 140

498

recorded 5/23/66

140 x 49

FORM 250
The R. L. Bryan Company, Columbia, S. C.

State of South Carolina,

COUNTY OF COLLETON.

LAND OPTION

Know All Men by These Presents, That I, John Glover,

in consideration of Fifty dollars and no/100 ($50.00) Dollars,

do hereby grant, bargain and sell unto M. P. Rahn,

the right and option of purchasing at any time on or before the 20 day of July, 19 66,

at and for the price of Ten Thousand and 00/100 ($10,000.00) - Dollars,

payable in cash; the above referred option money to be applied on the purchase price.

John Glover to have the right to use the open land, which is in the Feed Grain Program, for the balance of the A. S. C. contract year.

All that certain piece, parcel or lot of land, situate, lying and being in the Broxton Township, Lodge School District, County of Colleton, State of South Carolina, measuring and containing Seventy-five (75) acres, more or less, and bounded on the North by Klein Stephens and by the Stone landing; East by Colleton Cypress Company and Vernadoe; South by lands of Stephens; and West by County road separating same from other lands of John Glover. Being a portion of a tract of One Hundred Six (106) acres conveyed to John Glover by Jacob G. Howard on 8 February 1944, recorded in Book 86, at Page 153, R.M.C. Office for Colleton County, S. C.

And I the said John Glover,

do hereby represent that I am the owner in fee of the said premises, and have a full and perfect right to grant and sell this option, and do covenant and agree that upon compliance by the said M. P. Rahn, his heirs or assigns, with the terms of this option I will make, execute and deliver to M. P. Rahn, his heirs or assigns, a good and sufficient deed conveying the above-described premises to them, or such of them as shall exercise this option and comply with the terms thereof, in fee simple, free of all encumbrances, with covenant of general warranty, and with all dowers regularly renounced.

Upon notice being given by the purchaser during the life of this option of intention to take said property in compliance herewith, then this option shall be extended beyond the period of its expiration as aforesaid a further reasonable time, not exceeding thirty days, to allow examination of title and preparation of papers.

The vendor, before compliance by the purchaser, if required, agrees to establish the property lines and free the title to said property of all defects. All current taxes, water rents and all other legal assessments shall be prorated to date of completion of said sale.

Witness my hand and seal this 21 day of May, 19 66

Signed, Sealed and Delivered in the Presence of

Agnes C Breland

Ralph E Beach

John Glover (L. S.)

X his mark (L. S.)

(L. S.)

State of South Carolina,

COUNTY OF Colleton.

Personally appeared before me Ralph E Beach and made oath that he saw the above-named John Glover sign, seal, and as his act and deed, deliver the above-written option for the uses and purposes therein mentioned, and that he with Agnes C Breland witnessed the execution thereof.

Sworn to before me this 21 day of May, 19 66

Agnes C Breland

Notary Public of S. C.

My commission expires at the pleasure of the Governor.

Ralph E Beach

Recorded May 23, 1966 9 A M

498 A

State of South Carolina,

COUNTY OF.....

NO RENUNCIATION OF DOWER

John Glover a widower

I.....a Notary Public of South Carolina, do hereby certify unto all whom it may concern, that Mrs.....the wife of the within named.....did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named.....heirs and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this.....

day of.....

Anno Domini 19....

.....(L. S.)

Notary Public of S. C.

.....

BOOK 140

499

Form 28—OPTION

STATE OF SOUTH CAROLINA,
COUNTY OF COLLETON

For the sum of $2,000.00 to Martha S. Thomas

in hand paid at and before the sealing and delivery of these presents, by Simon Jinks,

the receipt whereof is hereby acknowledged, Martha S. Thomas

have bargained and agreed, and do hereby bargain and agree to sell to the said Simon Jinks, his heirs and assigns, the following described property:

together with bldgs. & improvements thereon. All that certain piece, parcel or lot of land situate, lying and being near Mt. Nevo Church on U. S. Highway 17, containing one acre, more or less, and measuring on the northern line two hundred ten (210) feet; measuring on the Eastern line two hundred ten (210) feet; measuring on the Southern line two hundred ten (210) feet, and measuring on the western line two hundred ten (210) feet, being a square in shape, the northeast corner to be at a point on U. S. Highway No. 17 one hundred and fifty (150) feet from the property line of Mt. Nevo Church property and bounded on the Southeast by U. S. Highway No. 17, and on all other sides by lands of Ishmel Williams. Being same land purchased by E. W. Thomas from Ishmel and Janie Williams by deed recorded in RMC office for Colleton County in Deed Book 75 at page 485, said Martha S. Thomas being the sole devisee under will of the late E. W. Thomas, for the sum of Eight Thousand Five Hundred ($8,500.00) Dollars, payable as follows: Two Thousand ($2,000.00) at time this option is delivered, and the balance of Six Thousand Five Hundred ($6,500.00) Dollars to be paid upon delivery of good and marketable title to the tract with improvements thereon described above.

It is agreed between the buyer, Simon Jinks, and the Seller, Martha S. Thomas, that Martha S. Thomas is to have thirty (30) days to vacate the premises above described.

It is further agreed that Simon Jinks is to pay county property taxes on the above described property for the year 1966.

PROVIDED this option is exercised and accepted by August 14, 1966, inclusive.

Purchaser to have thirty days after signing contract to purchase for examination of title.

Dated at Walterboro, S. C., this 23 day of May

A. D. 19 66

Mrs. Martha S. Thomas (L. S.)

Signed, sealed and delivered in the presence of:

Jas. P. Harrison

Ruth Saunders

recorded May 23, 1966 3 P. M.

499-A

STATE OF SOUTH CAROLINA

COUNTY OF COLLETON

PERSONALLY appeared before me Ruth Saunders and made oath that she saw the within named Martha S. Thomas sign, seal and as their act and deed deliver the within written Option and that she with Jas. P. Harrelson witnessed the execution thereof.

SWORN to before me, this 23rd day of May A. D. 1966. Ruth Saunders

Jas. P. Harrelson - seal affixed (SEAL)
Notary Public for South Carolina

BOOK 140

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For Lease Ammendment See Book 168 Page 341

FORM 805.70 5-65

PURE OIL COMPANY

A DIVISION OF UNION OIL COMPANY OF CALIFORNIA

LEASE AND ASSIGNMENT OF RENTS

INITIAL HERE

THIS AGREEMENT, made and entered into on the 3rd day of March 19 66, by and between CUMMINGS OIL CO., INC. a South Carolina corporation hereinafter referred to as "Lessor" (whether one or more), and PURE OIL COMPANY, A DIVISION OF UNION OIL COMPANY OF CALIFORNIA, a California corporation, with an office at 200 East Golf Road, Palatine, Cook County, Illinois, hereinafter referred to as "Lessee,"

WITNESSETH:

1. Lessor hereby leases and lets unto Lessee that certain tract or parcel of land, with all buildings, structures improvements and equipment now on or to be constructed or installed thereon, situated in the City of Walterboro, County of Colleton and State of South Carolina described as follows:

For Release & assignment of Rentals see Deed Book 226, Page 347

All that piece, parcel or lot of land situate near the town of Walterboro on the SE side of U.S. Highway No. 17, in Walterboro School District, in the County of Colleton and State of South Carolina containing one acre described as follows:

BEGINNING at an iron on the Southerly right of way line of U.S. Highway No. 17, said iron being 125 feet S 56° 00' W from the centerline of a ditch intersecting said right of way line; thence S 56° 00' W along the Southerly right of way line of U.S. Highway No. 17 a distance of 150 feet to an iron; thence S 35° 00' E a distance of 291 feet to an iron; thence N 56° 00' East a distance of 150 feet to an iron; thence N 35° 00' W a distance of 291 feet to the Point of Beginning, as shown and delineated on a plat of said land certified for Colonial Oil Company by J. N. Frank, Registered Civil Engineer and Surveyor, dated July 25, 1936, and recorded in Plat Book No. 2, Page 144 in the Office of the Clerk of Court, Colleton County, South Carolina, and being the same property conveyed to The Pure Oil Company by Deed dated January 1, 1954, and recorded in Book 115, Page 137, Clerk of Court, Colleton County, South Carolina.

For Cancellation of Lease Agreement See Deed Book 226 Page 349

April 19 86, under the same terms and conditions as outlined herein for the original term hereof except that the rental for and during said extended term shall be at the rate of One Hundred Fifty and No/100---------- Dollars ($ 150.00) per calendar month payable on or before the first day of each calendar month, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the original term, hereinafter referred to as the first extended term.

Lessee is hereby granted the further option of extending this lease for an additional period of Five (5) years commencing on the day following the expiration of the first extended term and ending on the last day of April 19 91, under the same terms and conditions as outlined herein for the original term hereof except that the rental for and during said extended term shall be at the rate of One Hundred Fifty and No/100------ 150.00 Dollars ($) per calendar month payable on or before the first day of each calendar month, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the first extended term, hereinafter referred to as the second extended term. The first extended term and the second extended term are hereinafter collectively referred to as the extended terms.

3. Lessee agrees to pay to Lessor as rental for said premises for said original term the sum of Twenty Six Thousand Forty Six and No/100---------- Dollars ($ 26,046.00) payable in monthly installments of One Hundred Forty Four and 70/100---------- Dollars ($ 144.70) each (last installment may be unequal), the first installment due and payable on or before the last day of May 19 66 and a like installment on the last day of each month thereafter until the full amount is paid. Rental may be paid by check or draft of Lessee, mailed or delivered to Lessor on or before the due date.

4. Lessor agrees, during the term of this lease, to maintain and keep the said buildings, structures, improvements and equipment hereby leased in constant good condition and repair, and to perform any necessary work of maintenance, repair and/or restoration, at such times and in such manner as not unreasonably or unnecessarily to interfere with Lessee's use and occupancy of the leased premises. If the Lessor, after written demand of Lessee so to do, shall fail or refuse to immediately make any necessary repairs and/or restorations, Lessee shall have the right to make such repairs and/or restorations and charge the expense thereof to Lessor, which expense Lessor agrees to pay to Lessee on demand, and until repaid to Lessee such expenditure, so made by Lessee for the account of Lessor, shall bear interest at the rate of 6% per annum. The Lessor, however, shall not be required to repair any damage done or waste committed upon said premises by the Lessee, but the Lessee shall repair or restore any and all damage or waste caused by Lessee.

5. Lessor agrees to pay all taxes, assessments, charges or expenses that may be levied or assessed against said leased premises, including all buildings, structures, improvements and equipment thereon belonging to Lessor, for and during the term of this lease, and to submit to Lessee, upon request, receipts or other satisfactory evidence showing such payments. Lessee agrees to pay all taxes and any other charges that may be levied or assessed against its equipment and property located on said leased premises. In event Lessor should fail or refuse to pay such taxes or assessments before delinquent, Lessee shall have the right but not the obligation to pay same for the account of Lessor. In the event Lessee pays such taxes or assessments of the Lessor, Lessor agrees to reimburse Lessee therefore upon demand, and until repaid to Lessee such expenditure, so made by Lessee for the account of Lessor, shall bear interest at the rate of 6% per annum. In the event Lessee pays such taxes or assessments of the Lessor, Lessee shall be subrogated to all the rights of the holder of such lien and on the event of a foreclosure of any such lien and the sale of the leased premises, Lessee shall have the right to buy in said leased premises for its own account.

Recorded 5-26-66 9 a.m.

5-26-66
9 a.m.

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6. Lessee agrees, upon the execution of this lease by Lessee, to procure at Lessor's sole cost and expense, insurance on the buildings, structures and improvements now constructed or to be constructed on said leased premises in some insurance company or companies authorized to do business in the State in which the property is situated, for the sound value against fire and extended coverage (provided such insurance is obtainable by Lessee), with loss clauses payable solely to Lessee, its successors or assigns, and to keep such insurance in full force and effect for and during the period any buildings, structures and improvements are being constructed on the leased premises and thereafter during the original term of this lease. Lessor shall, upon receipt of Lessee's invoice therefor, promptly reimburse Lessee in cash for the premiums on such insurance, and until repaid to Lessee such expenditures, so made by Lessee for the account of Lessor, shall bear interest at the rate of 6% per annum. In event of damage to or destruction of the buildings, structures or improvements on said leased premises during the original term of this lease from an insured cause, Lessee shall have the exclusive right to adjust and settle all losses (which adjustment and settlement shall be conclusive and binding on Lessor) and to collect and receipt for any and all moneys that may become payable and collectible upon such policy or policies, or any of them, and Lessee shall have the option to (1) use any insurance proceeds so collected by it for the repair or restoration of said buildings, structures and improvements to the same condition as existed prior to such damage or destruction, in accordance with any ordinances, laws or regulations then in effect, and if there should be any insurance proceeds collected by Lessee in excess of the cost of such repairs or restoration, Lessee shall pay same to Lessor, (Lessee shall not be obligated, expressly or impliedly, to expend more than the amount of insurance proceeds collected by it in making such repairs or restoration, and if the insurance proceeds are insufficient to place said buildings, structures and improvements in the same condition as existed prior to such damage or destruction, then Lessor agrees to pay Lessee, upon demand, the amount by which the cost of repairing or restoring said buildings, structures and improvements to the same condition as existed prior to such damage or destruction exceeds the insurance proceeds so collected by Lessee), or (2) pay over to the bank named in the Assignment of Rents attached hereto so much of the insurance proceeds as are necessary to pay in full the unpaid principal balance and accrued interest owing on that certain note referred to in said Assignment of Rents (whether or not then due) and pay the remainder of the insurance proceeds, if any, over to Lessor, less any amounts due and owing to Lessee by Lessor, irrespective of how such indebtedness may have arisen.

Upon the expiration of the original term of this lease, any unexpired policies procured by Lessee shall, at the option of Lessee, be cancelled and surrendered, in which event Lessee shall reimburse Lessor for any unearned premiums received by Lessee from the insurance companies as a result of the cancellation and surrender of such policies.

7. It is agreed that if the leased premises shall become untenantable (by untenantable is meant a condition which renders the leased premises substantially valueless for the purposes for which they are leased hereunder) during the original term of this lease, for any reason, the Lessee hereunder shall not be entitled to terminate this lease, but the original term of this lease shall be extended for a period equal to the period of such untenantability. The obligation of the Lessee hereunder to pay rental shall, at the election of Lessee, be abated during the period of such untenantability provided, however, if Lessee elects to pay the rentals accruing during such period of untenantability then Lessee shall be given credit for the rentals so paid for such period of untenantability on the first rentals accruing during the period the original term of this lease is extended by reason of such untenantability. It is further agreed that notwithstanding anything contained herein to the contrary, Lessee shall have and is hereby granted the unconditional right and option to cancel and terminate this lease at any time during any extended term of this lease upon giving thirty (30) days prior written notice thereof to Lessor, and upon such cancellation and termination Lessee shall be released and discharged from any further rental payments or other obligations under this lease.

8. Lessee agrees that it will pay the rent at the time, place and in the manner herein provided; that it will not commit or suffer waste on the leased premises; that it will not use the premises for any immoral or unlawful purpose, or permit the same to be so used; that it will deliver up the leased premises at the end of this lease; and that it will comply with all valid laws, ordinances, rules and regulations of any governmental authority respecting the conduct of its business on the leased premises.

9. If Lessee shall fail to keep any of the covenants and agreements on its part to be kept and performed as herein contained, and if said default is not corrected by Lessee within thirty (30) days after written notice of such default has been given by Lessor to Lessee; or if Lessee shall be adjudged a bankrupt, or shall make assignment for the benefit of its creditors, or if the interest of Lessee hereunder shall be sold under execution or other legal process; it shall be lawful for Lessor to enter upon the leased premises and again have, repossess and enjoy the same as if this lease had not been made, and thereupon, this lease and everything herein contained shall cease, terminate and be utterly void at the option of Lessor.

10. All structures, gasoline tanks, including those which may be underground, pumps, air compressors and other equipment which may be installed or placed upon the leased premises by or for the account of Lessee, the title thereto being vested in Lessee, are to remain and be the property of Lessee, and Lessee shall have the right and privilege of removing any and all such property and equipment at any time during the continuance of this lease, and within thirty (30) days thereafter.

11. Lessor further covenants and agrees with Lessee that Lessor is legally seized of an absolute estate in fee simple in the leased premises (and Lessor agrees, upon request of Lessee, to submit to Lessee evidence satisfactory to Lessee showing that Lessor has an absolute estate in fee simple in said premises, free and clear of all liens and encumbrances); that Lessor has the right to lease the same; that Lessor will warrant and defend said premises unto Lessee against the lawful claims of all persons whomsoever; that the rents being paid in the manner herein provided, and the covenants, conditions and agreements herein being all and singular kept, fulfilled and performed by Lessee, Lessee shall lawfully, peaceably and quietly hold, occupy and enjoy said premises during the term herein granted, without any let, hindrance, ejection or molestation by Lessor, or any person claiming under Lessor, and that said premises are free and clear of all encumbrances whatsoever. In event of any default by Lessor, all costs and expenses, including advancements, court costs and attorney's fees, incurred by Lessee in protecting the rights herein granted, shall be repaid by Lessor to Lessee upon demand, and until repaid to Lessee such expenditures, so made by Lessee, shall bear interest at the rate of 6% per annum.

12. Lessee shall have the right to paint any buildings, structures and/or improvements of Lessor situated upon the leased premises in accordance with the color scheme or combination now or hereafter used by Lessee at its service stations generally.

13. Lessee shall have the right to assign this lease or sublet the leased premises, and the terms, conditions and covenants hereof shall extend to, be binding upon and inure to the benefit of the successive heirs, executors, administrators, successors and assigns of the parties hereto, respectively, and shall run with the land, but no assignment or subletting by Lessee shall relieve Lessee of any of the obligations herein contained on the part of Lessee to be kept and performed. No assignment of Lessor's rights hereunder shall be binding on Lessee until Lessee has received a certified copy of the instrument effecting such assignment.

14. In the event Lessee should make any payments for the account of Lessor as herein provided, and/or Lessee should make any payments to or for the account of Lessor pertaining to said leased premises for which Lessor is responsible, and Lessor does not reimburse Lessee therefor upon demand, then all such expenditures so made by Lessee to or for the account of Lessor shall bear interest from the date of such expenditure until repaid to Lessee at the rate of 6% per annum, and Lessee shall have the right, in addition to any other remedy, to automatically extend the current term of this lease, without any further rental payments or obligations, for and during such a period of time as will absorb, at an agreed monthly rate of rental of One Hundred Forty Four and 70/100---- Dollars ($ 144.70) per month, any and all sums owing by Lessor to Lessee, with interest thereon, as herein provided.

BOOK 140

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23. Any notices under or inquiries regarding this lease shall be delivered to Lessor at P. O. Box 186, Hampton, South Carolina and to Lessee at 200 East Golf Road, Palatine, Illinois, Attention: Real Estate Manager, or such other address as the parties may from time to time designate in writing. Notice may be given by registered mail or certified mail, and in such event the date of service shall be the date on which the notice is deposited in a United States Post Office properly stamped and addressed.

24. It is expressly understood and agreed by and between Lessor and Lessee that there is no verbal understanding or agreement which in any way changes the terms, covenants and conditions herein set forth; and further, that this lease shall not be binding upon Lessee unless executed by a duly authorized officer or agent of Lessee.

25. In the event that the original term hereof is extended by reason of the provisions of Paragraph 7 hereof, then the options for extended terms provided for in Paragraph 2 hereof shall be exercisable at least thirty (30) days prior to the termination of the original term as so extended and if the option is exercised the extended term shall commence on the day next following the termination of the original term as so extended. In the event the current term hereof is extended by reason of the provisions of Paragraph 14 hereof, the option for extended terms provided for in Paragraph 2 hereof shall be exercisable at least thirty (30) days prior to the termination of the current term as so extended and if the option is exercised the extended term shall commence on the day next following the termination of the current term as so extended.

26. Lessor, in consideration of the payment to be made to Lessor upon final delivery on behalf of the Lessor of a certain promissory note in the face amount of Twenty Six Thousand Forty Six and No/100 Dollars ($ 26,046.00), including interest anticipated over the period of the note, hereby grants, assigns, transfers and sets over to Manufacturers Hanover Trust Company, its successors and assigns, having a place of business at New York, New York hereinafter called the "Bank", out of the installments of rental due and to become due under this lease, the sum of One Hundred Forty Four and 70/100---------- Dollars ($ 144.70) per month until the entire amount of the said note, together with interest, if any, which may accrue after maturity, has been paid, and the Lessor irrevocably authorizes and directs the Lessee to pay the rentals hereinabove assigned to the Bank at its said place of business, and the Bank to collect said rentals and apply the same upon that certain indebtedness owing from the Lessor to the Bank, as evidenced by the said promissory note. Nothing herein contained, nor any action taken hereunder, is intended or shall be construed to characterize the leased premises as being in the possession or under the control of the Bank in any manner whatsoever. The Lessee hereby acknowledges notice of the within Assignment of Rentals to the Bank.

IN WITNESS WHEREOF, the parties hereto have caused the due execution hereof on the day and year first above written.

INITIAL HERE

(Lessor)

WITNESSES AS TO LESSOR:

Aubrey E. Smith

Thelma Hadwin

CUMMINGS OIL CO., INC. (SEAL)

By J. P. Cummings, Jr., President (SEAL)

(SEAL)

ATTEST: E. L. Rutto, Vice President & Secretary (SEAL)

(Lessee)

WITNESSES AS TO LESSEE:

Carl C. Watson

Jane Schuckles

PURE OIL COMPANY, A DIVISION OF UNION OIL COMPANY OF CALIFORNIA

By R. T. Noell
Vice President
UNION OIL COMPANY OF CALIFORNIA

By H. C. Proschle
Assistant Secretary
UNION OIL COMPANY OF CALIFORNIA

FORM APPROVED

26 day of May A.D. 1966

Page 4 Recorded 5/26/66 9 A. M.

INITIAL HERE

15. OPTION TO PURCHASE. Lessor hereby grants to Lessee the right and option, during the term of this lease or any extensions hereof, to purchase the demised premises hereinabove described, together with all buildings, structures, improvements, fixtures, equipment, machinery and appliances situated thereon and included in this lease, at and for a cash consideration of Eighteen Thousand and No/100---------- Dollars ($18,000.00) less an amount for depreciation at the rate of Four per cent (4%) per annum on Fourteen Thousan Six Hunared Eighty Eight and No/100------ Dollars ($14,688.00), the agreed value of certain improvements now on or to be constructed or installed on the leased premises, computed for the period from and after the date of this lease up to the date on which Lessee notifies Lessor of the exercise of such option; provided, however, such depreciation shall not be computed for a period longer than ten (10) years, and less an amount for depreciation at the rate of Ten per cent (10%) per annum on One Thousand Twelve and No/100---------- Dollars ($ 1,012.00), the agreed value of the equipment including, without limitation thereto, the bulk tanks computed from the period from and after the date of this lease up to the date on which Lessee notifies Lessor of the exercise of such option; provided, however, such depreciation shall not be computed for a period longer than Seven (7) years. In event Lessee exercises such option, then Lessee shall give Lessor written notice thereof. In the event Lessee purchases the property then all taxes and assessments thereon for the current taxable year shall be prorated to the date on which Lessee notified Lessor of the exercise of such option. In event a part of the leased premises is condemned, the amount of damages awarded to Lessor in consequence thereof shall be deducted from the purchase price upon exercise of this option by Lessee. Notwithstanding any changes in the ownership of the leased premises, or the death or disability of Lessor, Lessee's notice of election to purchase shall be sufficient if deposited in the mail addressed to the Lessor named herein, at the address hereinafter shown, and such notice shall be binding on the heirs, devisees, executors, administrators, successors, grantees and assigns of Lessor.

16. Anything in this lease contained to the contrary notwithstanding, and without in any manner affecting or limiting any of the rights, privileges, options or estates granted to Lessee under this lease, it is agreed that if Lessor, at any time during the term of this lease or any extension hereof, receives one or more bona fide offers from third parties to purchase the leased premises or any part thereof, and any such offer is acceptable to Lessor, then Lessor agrees to notify Lessee in writing, giving the name and address of the offeror and the price, terms and conditions of such offer, and Lessee shall have ten (10) days from and after the receipt of such notice from Lessor in which to exercise purchase or property further described and as to the terms and conditions contained in said bona fide offer. If Lessee does not elect to purchase Lessor sells the property to the third party making such offer, then the purchaser shall take title subject to and burdened with all of the terms, provisions and conditions of this lease, and the rights of Lessee hereunder shall not be lessened or diminished by reason of the change of ownership.

If Lessee elects to purchase the leased premises or any part thereof as provided in this lease, then Lessor shall within ten (10) days after receipt of such notice or election from Lessee, deliver to Lessee at Lessee's address abstracts of title covering said property, certified from the sovereignty of the soil to the date of delivery, or, at Lessor's option, a title insurance policy in a responsible title guaranty company, showing as of a current date, title (i) in the event the purchase is pursuant to the terms of Paragraph 15 hereof, vested and marketable title to the leased premises, free and clear of all liens and encumbrances whatsoever except liens or encumbrances held by Lessee and (ii) in the event the purchase is pursuant to the terms of Paragraph 16 hereof, sufficient title to the leased premises to enable Lessor to comply with the terms of the third party offer which Lessee has elected to meet and subject only to such liens and encumbrances specified in such third party offer to be assumed by the purchaser. If Lessor fails or refuses to so furnish abstracts or policy then Lessee may, at its election, procure same at Lessee's expense and deduct the cost thereof from consideration to be paid for the property. Lessee shall have a reasonable time after receipt of abstracts or policy within which to examine Lessor's title and to notify Lessor whether or not such title is acceptable to Lessee. If Lessee is willing to accept Lessor's title and consummate the purchase, then Lessor shall, within ten (10) days after written notice of such election by Lessee, convey the property to Lessee (i) in the event the purchase is pursuant to the terms of Paragraph 15 hereof, by warranty deed, free and clear of all liens and encumbrances, (including, without limiting the foregoing, all vendor's lien and/or contract lien) or (ii) in the event the purchase is pursuant to the terms of Paragraph 16 hereof, by such form of conveyance and subject only to those liens and encumbrances specified in such third party offer to be assumed by the purchaser. Lessee shall continue to pay the rentals provided for in this lease to Lessor upon the payment or delivery of the consideration. Lessee shall continue to pay the rentals from and after the date Lessee notifies Lessor of the exercise of said option, but upon the consummation of the purchase such rentals so paid by Lessee shall be reimbursed to Lessee by deduction same from the cash or other consideration to be paid for the property. If the original and/or extended term of this lease expires before the purchase is consummated as herein provided, then this lease shall be automatically extended at and for the same rental and under the same terms and conditions as were applicable during the expiring term, to the date on which the purchase is consummated. Provided that Lessee is not willing to consummate the purchase. If Lessee purchases the property, then upon the conveyance of the property to Lessee this lease shall become null and void, without further agreement between the parties, and Lessee shall be released and discharged from all further rentals and other obligations on the part to be paid kept and performed. See Lender Rider for other Conditions

Lessee shall execute and deliver to Lessor a certain Sub-Lease Agreement of even date herewith referred to in the paragraph next following and (c) (i) in the event the purchase is pursuant to the terms of Paragraph 15 hereof, an amount of money sufficient to discharge all liens and encumbrances existing against the property at the time of purchase, or (ii) in the event the purchase is pursuant to the terms of Paragraph 16 hereof, an amount of money sufficient to discharge all liens and encumbrances existing against the property at the time of such purchase which, according to the terms of the third party offer, are not to be assumed by the purchaser.

21. In event Lessee purchases the promissory note referred to in Paragraph 26 hereof, then at such time the note purchase by Lessee shall ipso facto effect an assignment by Lessor to Lessee of all rentals due and payable or to become due and payable to Lessor by Lessee under this lease during the remaining portion of the original term hereof. The rentals so assigned shall be applied by Lessee as against rentals payable or to become due and payable to Lessee by Lessor under a certain Sub-Lease Agreement of even date herewith from Lessee (as lessor) to Lessor (as lessee) covering the above described property. Nothing contained herein shall relieve Lessor of the obligation to continue making timely payments due and to become due under said note.

In the event the promissory note referred to in Paragraph 26 hereof is paid in full prior to the expiration of the original term hereof, then such final payment shall ipso facto effect an assignment by Lessor to Lessee of all rentals due and payable or to become due and payable to Lessor by Lessee under this lease during the remaining portion of the original term hereof. The rentals so assigned shall be applied by Lessee as against rentals payable or to become due and payable to Lessee by Lessor under the Sub-Lease Agreement above referred to.

In the event Lessee exercises its option to extend the term hereof as provided in Paragraph 2 hereof, and the Lessor, as lessee in the Sub-Lease Agreement above referred to, elects to extend the term thereof as provided in said Sub-Lease Agreement, then at such time the exercise of such option by Lessee and Lessor, respectively, shall ipso facto effect an assignment by Lessor to Lessee of all rentals due and payable or to become due and payable to Lessor by Lessee under this lease during the extended term. The rentals so assigned shall be applied by Lessee as against rentals payable or to become due and payable to Lessee by Lessor under the Sub-Lease Agreement above referred to.

22. In the event that the promissory note referred to in Paragraph 26 hereof becomes fully paid and discharged prior to the expiration of the original term hereof, this lease shall be considered in an extended term for the purpose of construing Paragraphs 6 and 7 hereof for the duration of the original term hereof.

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accruing hereunder from and after the date Lessee notifies Lessor of the exercise of said option; but upon the consummation of the purchase all such rentals so paid by Lessee shall be reimbursed to Lessee by deducting same from the cash or other consideration to be paid for the property. If the original and/or extended term of this lease expires before the purchase is consummated as herein provided, then this lease shall be automatically extended at and for the same rental and under the same terms and conditions as were applicable during the expiring term, to the date on which the purchase is consummated or Lessee notifies Lessor that it is not willing to consummate the purchase. If Lessee purchases the property, then contemporaneously with the conveyance of the property to Lessee this lease shall become null and void, without further notice, and Lessee shall thereupon be released and discharged from all further rentals and other obligations on the part of the Lessee to be paid, kept and performed.

18. The payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for any and all options herein granted by Lessor to Lessee.

19. In event all or any portion of the leased premises is taken, condemned or appropriated by, or granted or conveyed to a public authority or any party or body having or exercising the right of eminent domain, or in event ingress to or egress from said leased premises is eliminated, affected, limited or restricted by action of any public authority or by the action of any other party or body exercising or having the right of eminent domain; and in event Lessor becomes entitled to money damages therefor, whether by means of an award or negotiated settlement or otherwise, then Lessor hereby assigns and transfers to Lessee all such moneys received or to be received by Lessor. The public authority, body or person responsible for such payment is hereby authorized and directed to pay over to Lessee the money proceeds of any such award or negotiated settlement, and Lessee is authorized to receipt therefor on behalf of Lessor. Lessee agrees that on receipt of such funds it will pay over to the bank named in Paragraph 26 hereof, the total amount received to be applied against the unpaid balance of principal and accrued interest owing on the note referred to in such Paragraph 26. In event the funds received by Lessee hereunder are in an amount greater than the unpaid balance of principal and accrued interest owing on the said note, such excess shall first be applied by Lessee in payment of any indebtedness owing by Lessor to Lessee, howsoever arising, and the remainder, if any, shall be paid to Lessor. Nothing contained in this paragraph shall relieve Lessor of the obligation to make or continue making timely payments on said note until it has been paid in full according to its terms. This paragraph shall not affect, restrict, limit or impair in any manner the right of Lessee to recover for damages to its interest in the leased premises by virtue of any such appropriation or condemnation. The proceeds of any award or negotiated settlement made to or effected by Lessee shall be and remain the property of Lessee.

20. In event Lessee purchases the leased premises or any part thereof as provided in this lease, Lessee shall have the right, at its election, to withhold from the purchase price otherwise payable to Lessor for said property (a) an amount equal to the unpaid balance of principal and accrued interest, owing by Lessor at such time under the terms of the promissory note referred to in Paragraph 26 hereof, which amount, if withheld, Lessee agrees to pay to the payee in said note, (b) the amount of any and all indebtedness owing at such time by Lessor to Lessee, including, without limitation thereto, the amount of all delinquent rentals, with interest thereon, payable under that certain Sub-Lease Agreement of even date herewith referred to in the paragraph next following and (c) (i) in the event the purchase is pursuant to the terms of Paragraph 15 hereof, an amount of money sufficient to discharge all liens and encumbrances existing against the property at the time of purchase, or (ii) in the event the purchase is pursuant to the terms of Paragraph 16 hereof, an amount of money sufficient to discharge all liens and encumbrances existing against the property at the time of such purchase which, according to the terms of the third party offer, are not to be assumed by the purchaser.

21. In event Lessee purchases the promissory note referred to in Paragraph 26 hereof, then at such time the note purchase by Lessee shall ipso facto effect an assignment by Lessor to Lessee of all rentals due and payable or to become due and payable to Lessor by Lessee under this lease during the remaining portion of the original term hereof. The rentals so assigned shall be applied by Lessee as against rentals payable or to become due and payable to Lessee by Lessor under a certain Sub-Lease Agreement of even date herewith from Lessee (as lessor) to Lessor (as lessee) covering the above described property. Nothing contained herein shall relieve Lessor of the obligation to continue making timely payments due and to become due under said note.

In the event the promissory note referred to in Paragraph 26 hereof is paid in full prior to the expiration of the original term hereof, then such final payment shall ipso facto effect an assignment by Lessor to Lessee of all rentals due and payable or to become due and payable to Lessor by Lessee under this lease during the remaining portion of the original term hereof. The rentals so assigned shall be applied by Lessee as against rentals payable or to become due and payable to Lessee by Lessor under the Sub-Lease Agreement above referred to.

In the event Lessee exercises its option to extend the term hereof as provided in Paragraph 2 hereof, and the Lessor, as lessee in the Sub-Lease Agreement above referred to, elects to extend the term thereof as provided in said Sub-Lease Agreement, then at such time the exercise of such option by Lessee and Lessor, respectively, shall ipso facto effect an assignment by Lessor to Lessee of all rentals due and payable or to become due and payable to Lessor by Lessee under this lease during the extended term. The rentals so assigned shall be applied by Lessee as against rentals payable or to become due and payable to Lessee by Lessor under the Sub-Lease Agreement above referred to.

22. In the event that the promissory note referred to in Paragraph 26 hereof becomes fully paid and discharged prior to the expiration of the original term hereof, this lease shall be considered in an extended term for the purpose of construing Paragraphs 6 and 7 hereof for the duration of the original term hereof.

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BOOK 140

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(ACKNOWLEDGMENT OF LESSOR)

5000

STATE OF SOUTH CAROLINA }
COUNTY OF HAMPTON }

Personally appeared before me, the undersigned Notary Public, Aubrey E. Smith who being duly sworn says that he saw the corporate seal of CUMMINGS OIL CO., INC., a South Carolina corporation, affixed to the foregoing instrument, and that he also saw J. F. Cummings, Jr., President, and E. L. Hutto, Vice President and Secretary, of said corporation sign and attest the same, and that he with THELMA HATWIN witnessed the execution and delivery thereof as the act and deed of said corporation.

Aubrey E. Smith

Sworn to before me this 30th day of MARCH, 1966.

My commission expires:

[signature]
Notary Public in and for HAMPTON County, South Carolina

AT PLEASURE OF GOVERNOR

(ACKNOWLEDGMENT OF LESSEE)

STATE OF ILLINOIS }
COUNTY OF Cook }

PERSONALLY appeared before me, the undersigned Notary Carl C. Watson who being duly sworn says that he saw the corporate seal of UNION OIL COMPANY OF CALIFORNIA affixed to the foregoing instrument, and that he also saw S. T. Nuell, Vice President, and H. C. Troeschle, Assistant Secretary of the said corporation sign and attest the same, and that he, with Jane Schuskler witnessed the execution and delivery thereof as the act and deed of the said corporation.

Carl C. Watson

SWORN to before me this 12th day of May, 1966.

Helen V. Ramm
Notary Public in and for Cook County, Illinois

My commission expires:

HELEN V. RAMM
NOTARY PUBLIC, Cook County, Illinois
My commission expires May 8, 1966

5-26-66
9 a.m.

BOOK 140

501

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) K. A. Whetsell

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

ONE HUNDRED (100-) feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Grantor et al

Easterly by lands of C. F. Byrd and G. Canady

Southerly by lands of Grantor et al

Westerly by lands of Elizabeth Risher

A tract of land containing 8½ acres more or less and being the same land conveyed to Grantor by C. D.C. Adams,

Right of way enters Grantors land from lands of Elizabeth Risher thence extending across Grantors land in a southeastwardly direction on to lands of C. F. Byrd and G. Canady. Center line of right of way being more fully shown on DWG. N. CP-10710 of South Carolina Electric & Gas Company

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way. Grantor reserves right to construct drainage canals and fences on said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, or in any way interfere with the facilities of the Grantee.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of FOUR THOUSAND ONE HUNDRED FORTY-SIX--00/100 Dollars ($ 4,146.00) within One Year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 25th day of May, 19 66

K. A. Whetsell (SEAL)

WITNESS:

Carolyn S. Hathaway

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form RW-1-SC-6-65

June 2 1966

3 P

DEEDS

501 A

State of South Carolina,
County of Dorchester } ss

Personally appeared before me Carolyn S. Hussey and made oath that she saw the within named K. A. Whetsell

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that she wit Thomas O. Berry, Jr. in the presence of each other, witnessed the due execution thereo

Carolyn S. Hussey

Sworn to before me this 25th day of May, 1966

Thomas O. Berry Jr.
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County } ss

Personally appeared before me and made oath that he saw the within named

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County }

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of Dorchester } ss

RENUNCIATION OF DOWER

I, Thomas O. Berry, Jr., do hereby ce unto all whom it may concern that Mrs. Mary H. Whetsell, the wife of the within named K. A. Whetsell, did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Mary H. Whetsell

Given under my hand and seal this 25th day of May, 1966

Thomas O. Berry Jr.
Notary Public for S. C.

Line: Canadys-Fisher Place
County: Colleton

RIGHT OF WAY GRANT

K. A. Whetsell
Bowman S.C.

TO

South Carolina Electric & Gas Company

Dated: May 25th, 1966

Received in the Clerk's Office of the County of , South Carolina, on the day of A. D. 19 , at o'clock in the noon and recorded in Book of Deeds for said County on page

BOOK 140

502

502

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys Faber Place

VOU. NO. 1480

CHECK NO D 328 June 2 19 66

The undersigned hereby acknowledge receipt of hereby payment of Four Thousand One Hundred Forty Six and no/100 Dollars, ($4,146.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated May 25 19 66, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Thomas O. Berry Jr.
Carolyn S. Hussey

K. A. Whetsell (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Dorchester

Personally appeared before me Carolyn S. Hussey

and made oath that s he saw the within named K. A. Whetsell

sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that s he with Thomas O. Berry, Jr.
on the presence of each other, witnessed the due execution thereof.

Carolyn S. Hussey

Sworn to before me this 2nd day of June 19 66

Thomas O. Berry Jr.
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

the President of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned; and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

Notary Public For

Form RW-3-SC-4-61

June 2-1966
3 P

DEEDS

BOOK 140

503 305

Form No. 10—GENERAL POWER OF ATTORNEY
Revised 1929

THE STATE OF SOUTH CAROLINA,

COUNTY OF COLLETON

KNOW ALL MEN BY THESE PRESENTS, That I, JAMES B. WALTERS,

have constituted, made and appointed and by these presents do constitute, make and appoint CARLINE WALTERS

true and lawful Attorney for me and in my name and stead, and to use, to ask, demand, sue for, levy, recover and receive all such sum and sums of money, debts, rents, goods, wares, dues, accounts, and other demands whatsoever, which are or should be due, owing or payable to me or detained from me in any manner or ways or means whatsoever;

Giving and granting unto my said Attorney by these presents full and whole power, strength and authority, in and about the premises; to have, use and take all lawful ways and means in my name for the recovery thereof; and upon the receipt of any such debts, dues, or sums of money aforesaid, acquaintances or other sufficient discharges, for me and in my name to make, seal and deliver, and generally all and every other act and deed, thing and things, device and devices in law whatsoever needful and necessary to be done in and about the premises, for me and in my name to do, execute and perform, as fully, largely and amply, to all intents and purposes, as I might or could do, if I were personally present, or if the matter required more special authority than is herein given, and Attorneys, one or more, under for the purpose aforesaid, to make and constitute and again at pleasure to revoke, ratify, allowing and holding, for firm and effectual, all and whatsoever my said Attorney shall lawfully do in and about the premises, by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal; Dated at Charleston the 31st day of May in the year of our Lord one thousand nine hundred and Sixty Six and in the 190th year of the Sovereignty and Independence of the United States of America.

Sealed and Delivered in the Presence of

James B. Walters

Beverly T. Craven

James Craven

Recorded June 2, 1966 9 A. M.

504.

BE IT KNOWN, That on the day of
thousand nine hundred and and in the
of the Independence of the United States of America, before me,
NOTARY PUBLIC, by Letters Patent, under the Great
Seal of the State, duly commissioned and sworn, came

above named and acknowledged the foregoing power of Attorney to be Act
and Deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal
Notarial, at in the State aforesaid, the
day and year last mentioned.

STATE OF SOUTH CAROLINA,
County of CHARLESTON

Personally appeared before me BEVERLY T. CRAVEN
and made oath that she saw the within named JAMES B. WALTERS
sign, seal, and as his Act and Deed, deliver the within
written Power of Attorney, and that she with JAMES CRAVEN
witnessed the execution thereof

SWORN to before me, this
31st day of MAY A. D. 1966

Beverly T. Craven
Beverly T. Craven

James Craven (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
James Craven

Recorded June 2, 1966 9 A. M.

General Power Of Attorney

JAMES B. WALTERS

TO

CARLINE WALTERS

Recorded this 2nd day of June A.D. 1966
in Book Y Page
at 9 o'clock A. M.
Clerk of Court, Colleton County, S. C.

505

For Assignment of R/W & Easement Agreement
See Deed Book 265 at Page 135.

STATE OF SOUTH CAROLINA)
: RIGHT-OF-WAY AND EASEMENT AGREEMENT
COUNTY OF COLLETON)

THIS AGREEMENT made and entered into this _____day of March, 1964, by and between MATTIE F. STOKES, party of the first part and J. B. WALTERS, party of the second part, for and in consideration of the mutual benefits of the parties hereto.

IT IS AGREED that MATTIE F. STOKES, party of the first part, will and does hereby grant, bargain, sell and release unto the said J. B. WALTERS, the party of the second part, his heirs and assigns forever, a forty (~~40~~ 35) foot easement, over, upon and through a tract of land owned by her immediately and essentially South of a thirty six (36) acre tract owned by the said J. B. WALTERS, which tract is more fully described on a plat of the said property drawn by Mr. G. E. Miley, Jr. on November 2, 1963 said property being located near Horsepen Branch in Colleton County the said forty (~~40~~ 35) foot right of way is to include a fiftoen (15) foot easement for the use of construction and maintenance of power lines and other utilities; the said right of way shall begin at South Carolina Highway 61 and continue in a Northerly to a northeasterly direction to the said thirty six (36) acre tract owned by the party of the second part, J. B. WALTERS, a more definite and certain location of the said right of way is to be determined by a survey showing the said location and agreed upon by the parties hereto."

IT IS FURTHER AGREED, for and in consideration of the right of way and easement hereinabove set forth that the said party of the second part, J. B. WALTERS, will and by these presents does hereby grant, bargain, sell and release unto the party of the first part, MATTIE F. STOKES, her heirs and assigns forever, an easement over, above and through the said thirty six (36) acre tract owned by Mr. Walters from the property line of the said

Recorded June 2, 1966 9 A. M.

DEEDS

MATTIE F. STOKES to the Edisto River in an essentially North Northeast direction. A more definite and certain location of the said easement will be determined by a survey to be made and agreed upon by the parties hereto."

WITNESS our hands and seals this 6th day of ~~March~~ April, 1966.

Mattie F. Stokes
MATTIE F. STOKES

J. B. Walters
J. B. WALTERS

WITNESS:

John H. Ferguson
Witness #1 John H. Ferguson

Earl A. Thompson
Witness #2 Earl A. Thompson

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me John H. Ferguson witness #1 and made oath that he saw the within named MATTIE F. STOKES and J. B. WALTERS, sign, seal and deliver the within written instrument, and that he with Earl A. Thompson witness #2 witnessed the execution thereof.

John H. Ferguson
Witness #1
John H. Ferguson

SWORN to before me this 26 day of ~~March, 1964~~ April 1966.

Evelyn F. Gruber Notary Public (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA
Evelyn F. Gruber,

Recorded June 2, 1966 9 A. M.

507

STATE OF SOUTH CAROLINA)

RELEASE

COUNTY OF COLLETON)

FOR VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, H. E. Savage does hereby release from the timber deed from G. W. Roberts, K. V. Cope and Elise M. Roberts (predecessors in title to W. C. Padgett) to H. E. Savage, dated 30 November 1964, recorded in Deed Book 137, at page 59, in the office of the Clerk of Court for Colleton County, South Carolina, the following described real estate:

ALL that certain tract of land in Hendersonville School District, County of Colleton, State of South Carolina, located about nine (9) miles southwest of Walterboro, in the Black Creek section, containing eighty-nine (89) acres, more or less, and bounded as follows: on the Northwest by lands of Roy Marvin and lands of Elgerbar Corporation; on the East by lands of W. C. Padgett; and on the South by lands of Elgerbar Corporation; and being the lands delineated on a plat prepared by W. Gene Whetsell, Registered Land Surveyor, dated May 12, 1966.

This being a portion of the lands conveyed to W. C. Padgett by G. W. Roberts and others, by deed dated 30 November 1964, recorded in Deed Book 137, at page 66, in the office of the Clerk of Court for Colleton County, South Carolina.

DATED this 17th day of May 1966.

IN THE PRESENCE OF:

Margaret B. Hilliard

Isadore Bogoslow

H. E. Savage (L.S.)

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

PERSONALLY appeared before me Margaret B. Hilliard and made oath that she saw the within named H. E. Savage sign, seal, and as his act and deed deliver the within written Release; and that she with Isadore Bogoslow witnessed the execution thereof.

SWORN to before me this

17th day of May 1966

Margaret B. Hilliard

Isadore Bogoslow (L.S.)

Notary Public for South Carolina

Recorded June 13-1966

507a

508

STATE OF SOUTH CAROLINA)

COUNTY OF COLLETON)

RELEASE

FOR VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, West Virginia Pulp and Paper Company does hereby release from the timber deed from G. W. Roberts, K. V. Cope and Elise M. Roberts (predecessors in title to W. C. Padgett) to West Virginia Pulp and Paper Company, dated 30 November 1964, recorded in Deed Book 137, at page 61, in the office of the Clerk of Court for Colleton County, South Carolina, the following described real estate:

ALL that certain tract of land in Hendersonville School District, County of Colleton, State of South Carolina, located about nine (9) miles southwest of Walterboro, in the Black Creek section, containing eighty-nine (89) acres, more or less, and bounded as follows: on the Northwest by lands of Roy Marvin and lands of Elgerbar Corporation; on the East by lands of W. C. Padgett; and on the South by lands of Elgerbar Corporation; and being the lands delineated on a plat prepared by W. Gene Whetsell, Registered Land Surveyor, dated May 12, 1966.

This being a portion of the lands conveyed to W. C. Padgett by G. W. Roberts and others, by deed dated 30 November 1964, recorded in Deed Book137, at page 66, in the office of the Clerk of Court for Colleton County, South Carolina.

DATED this 6th day of June 1966.

IN THE PRESENCE OF:

C. W. Ellis Jr.

Marjorie H. Womack

WEST VIRGINIA PULP AND PAPER COMPANY (SEAL)

By C. H. Niederhof

Its Manager, Wood Procurement Dept.

STATE OF SOUTH CAROLINA)

COUNTY OF Charleston)

PERSONALLY appeared before me Marjorie H. Womack and made oath that she saw West Virginia Pulp and Paper Company, by C. H. Niederhof —, its Mgr. Wood Procurement Dept. sign, seal and as the act and deed of the corporation, deliver the within written Release; and that she with — C. W. Ellis, Jr. witnessed the execution thereof.

SWORN to before me this
7th day of June 1966

Marjorie H. Womack

Henrietta Gibson (L.S.)
Notary Public for South Carolina

Recorded June 13 - 1966

DEEDS

508A

BOOK 140

509

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Carol Roberson and Laura M. Roberson

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of sixty (60') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of R. M. Jefferies Estate

Easterly by lands of Jane E. Henderson

Southerly by lands of S. C. Highway #61

Westerly by lands of Canadys Community Center

A tract of land containing 55 acres more or less and being the same land conveyed to Grantor by Rita Bennett and Heyward Bennett. Right of Way enters grantor's land from lands of R. M. Jefferies Estate thence extending along paralleling and adjacent to the northerly side of a 100 ft. right of way owned by South Carolina Electric and Gas Company thence on to lands of Jane E. Henderson.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth that it will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Three Hundred Twenty-two and no/100 Dollars ($ 322.00) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 23rd day of June, 1966

WITNESS:
Louise Byrd
M. E. Corley

Carol Roberson (SEAL)
Carol Roberson

(SEAL)

Laura M. Roberson (SEAL)
Laura M. Roberson

(SEAL)

(SEAL)

(SEAL)

Form RW-1-80-6-62

12
6-24-66

0-41-xx

DEEDS

509 A

State of South Carolina,
County of Colleton } ss

Personally appeared before me M. E. Corley and made oath that he saw the within named Carol Roberson and Laura M. Roberson sign, seal and as ~~his~~ THEIR act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with Douglas Byrd in the presence of each other, witnessed the due execution thereof.

M. E. Corley

Sworn to before me this 23rd day of June, 1966

John L. Bots
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. } ss

Personally appeared before me and made oath that he saw the within named sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this day of , 19

Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County. }

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19
(L. S.)

State of South Carolina,
County of } ss

RENUNCIATION OF DOWER

I, do hereby certify unto all whom it may concern that Mrs., the wife of the within named , did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my hand and seal this day of , 19

Notary Public for S. C.

Line: Canadys - Faber Place 115 KV #2
County: Colleton

RIGHT OF WAY GRANT

Carol Roberson
Laura M. Roberson

TO

South Carolina Electric & Gas Company

Dated: June 23, 1966

Received in the Clerk's Office of the County of South Carolina, on the day of A. D. 19 at o'clock in the noon and recorded in Book of Deeds for said County on page

510

State of South Carolina)
County of Colleton.)

KNOW ALL MEN BY THESE PRESENTS, that I, Willie Byrd, in consideration of the sum of Seventy Five and No/100 ($75.00) Dollars in hand paid, receipt of which is hereby acknowledged, have granted, bargained, sell and release unto the said Colleton County, its successors and assigns, the right to remove material from the tract of land hereinafter described, and the right of way where necessary for the transportation of men, machinery and animals between this tract of land and the highway. The lands to be used by Colleton County contain one-fourth (¼) acre and are situate on a public road leading from State Route #61 to the residence of M. R. Cannon and are more fully described by a sketch made by Harry M. Fripp hereto attached. This lease is to run for a period of five years from the date hereof.

TO HAVE AND TO HOLD, all and singular, the rights herein before granted unto the said Colleton County, its successors and assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14th day of June, in the year of our Lord One Thousand Nine Hundred and Sixty Six.

Recorded this 24 day of June A.D. 1966 in Book 12 Page 12 o'clock M. M. A. B. Crosby Clerk of Court, Colleton County, S.C.

Signed, sealed and delivered in the presence of:

H M Fripp
Howard Herndon

W. E. Byrd (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON.)

Personally appeared before me H M Fripp and made oath that he saw the within named Willie Byrd sign, seal, and as his act and deed, deliver the within written lease, and that he with Howard Herndon witnessed the execution thereof.

SWORN to before me this 14th day of June, A. D. 1966.

Myrtis A. Fripp (L.S.)
Notary Public for S. C.

H M Fripp

12

6-24-66

511

512

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Foster Place

ACCT. NO. 1480

CHECK NO. 1709

May 19th 1966

The undersigned hereby acknowledge receipt of timely payment of Nineteen Hundred Thirty Five and 00/100 Dollars, ($1935.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 8th December 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H D Wessinger

John L. Boto

R. Yates Reeves (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton

Personally appeared before me H. D. Wessinger and made oath that he saw the within named R. Yates Reeves sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Boto in the presence of each other, witnessed the due execution thereof. H D Wessinger

Sworn to before me this 19th day of May 1966

John L. Boto
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County.

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19__

_____ (L. S.)

Notary Public For _____

Form RW-3-SC-3-61

6-28-66

512 A

513

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Comday-Tabernacle

ACCT. NO. 1480

CHECK NO. 1683 3rd March 1966

The undersigned hereby acknowledge receipt of timely payment of Two Hundred Sixty and No/100 Dollars, ($260.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 24th November, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H D Wessinger

John L. Bobo

Letitia Dambridge (SEAL)

Jessie C Dambridge (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton }

Personally appeared before me H.D. Wessinger and made oath that he saw the within named Letitia Dambridge and Jessie C. Dambridge sign, seal and as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L Bobo in the presence of each other, witnessed the due execution thereof. H D Wessinger

Sworn to before me this 3rd day of March, 1966.

John L. Bobo

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ }

day of _____ A. D., 19__ }

_____ (L.S.)

Notary Public For _____

Form RW-3-SC-3-61

6-28-66

5

513 A

514

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Carolyn Fabor Place

ACCT. NO. J1480

CHECK NO. 1671

24th February 1966

The undersigned hereby acknowledge receipt of timely payment of Eight Hundred Fifty and No/100 Dollars, ($850.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 2nd December 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Rubye Muckenfuss

H D Wissinger

Oscar B. Fisher (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me Rubye Muckenfuss and made oath that he saw the within named Oscar B. Fisher sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with H.D. Wissinger in the presence of each other, witnessed the due execution thereof.

Rubye Muckenfuss

Sworn to before me this 24th day of February 1966

H D Wissinger
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For 6-28-66

Form RW-3-SC-3-61

514 A

515

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canaby Faber Place

ACCT. NO. 1480

CHECK NO. 1668

February 24th 1966

The undersigned hereby acknowledge receipt of timely payment of Three Hundred Eighty Three Hundred Eighty and NO/100 Dollars ($380.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 1st December 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Calleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

R E Tumbleton

N D Wissinger

Clifton M Muckenburg (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Calleton } ss

Personally appeared before me R.E. Tumbleton and made oath that he saw the within named Clifton M Muckenburg sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with H.D. Wissinger in the presence of each other, witnessed the due execution thereof. R E Tumbleton

Sworn to before me this 24th day of February, 1966.

N D Wissinger
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me and made oath that saw the within named by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D., 19

(L. S.)

Notary Public For

6-28-66

Form RW-3-SC-3-61

515 A

516

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Conway - Faber Place

ACCT. NO. 1490

CHECK NO. 1682

3rd March 1966

The undersigned hereby acknowledge receipt of timely payment of One Thousand and Eighty and No/100 Dollars, ($1080.00)

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 2nd November 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H.D. Wessinger

John L. Robb

Eva A. DuBois (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton } ss.

Personally appeared before me H.D. Wessinger

and made oath that he saw the within named Eva A. DuBois

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Robb

In the presence of each other, witnessed the due execution thereof H.D. Wessinger

Sworn to before me this 3rd day of March 1966

John L. Robb

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____

_____ (L. S.)

Notary Public For _____

6-28-66

Form RW-3-SC-1-61

517

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys Faber Place

ACCT. NO. 1490

CHECK NO. 1690

14th April 1966

The undersigned hereby acknowledge receipt of timely payment of Twelve Hundred Ninety and NO/100 Dollars, ($1,290.00) as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 23rd November 1966, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

[signature] Beckwith Sr

[signature] Wessinger

R L Addison (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Colleton

Personally appeared before me H.D. Wessinger

and made oath that he saw the within named R L Addison

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John G. Beckwith Sr.

in the presence of each other, witnessed the due execution thereof H.D. Wessinger

Sworn to before me this 14th day of April 1966

John L. Arts

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public For

6-28-66

Form RW-3-SC-3-61

578

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys Faber Place

ACCT. NO. 11480

CHECK NO. 1676

25th February 1966

The undersigned hereby acknowledge receipt of timely payment of Five Hundred Fifty and No/100 Dollars, ($530.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 23rd November 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H.D. Wessinger

John L. Bobo

✓ Adrian A. Rhode (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me H.D. Wessinger and made oath that he saw the within named Adrian A. Rhode sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Bobo in the presence of each other, witnessed the due execution thereof. H.D. Wessinger

Sworn to before me this 25th day of February 1966.

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____ and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19__ }

_____ (L. S.)

Notary Public For 6-28-66

Form RW-[illegible]

DEEDS

519

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Cassidy Fisher Place

ACCT. NO. 1480

CHECK NO. 1686

March 29th 1966

The undersigned hereby acknowledge receipt of timely payment of Eleven Hundred and 00/100 Dollars, ($1100.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 2nd December 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Mary J. Jaques

H D Wissinger

Dorothy J. Kanapaux (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me H. D. Wissinger and made oath that he saw the within named Dorthy J. Kanapaux sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Mary J. Jaques in the presence of each other, witnessed the due execution thereof.

H D Wissinger

Sworn to before me this 29th day of March 1966.

John L. Bobo
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For

6-28-66

Form RW-3-SC-3-61

BOOK 140

520

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canaly Fabric Place

ACCT. NO. 1480

CHECK NO. 1669

February 17th 1966

The undersigned hereby acknowledge receipt of timely payment of Four Hundred and No/100 Dollars, ($400.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 3rd December 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H D Wessinger

Bobby E. Horton

Horace L Rhode (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me H.D. Wessinger and made oath that he saw the within named Horace L. Rhode sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Bobby E. Horton in the presence of each other, witnessed the due execution thereof.

H D Wessinger

Sworn to before me this 17th day of February 1966

Bobby E. Horton
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For

6-28-66

Form RW-3-SC-3-61

DEEDS

521

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canady-Tatum Place

ACCT. NO. 71480

CHECK NO. 1670

February 17th 1966

The undersigned hereby acknowledge receipt of timely payment of Eight Hundred and No/100 Dollars, ($800.00),

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 3rd December 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Calhoun and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS

H.D. Wessinger

Bobby E. Horton

Helen P. Rhode (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Calhoun

Personally appeared before me H.D. Wessinger

and made oath that he saw the within named Helen P. Rhode

sign, seal and as her act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Bobby E. Horton in the presence of each other, witnessed the due execution thereof.

H.D. Wessinger

Sworn to before me this 17th day of February 1966.

Bobby E. Horton

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public For

6-28-66

Form RW-[illegible]-361

BOOK 140

522

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys Faber Place

ACCT. NO. 1480

CHECK NO. 1677

25th February, 1966

The undersigned hereby acknowledge receipt of timely payment of One Thousand Two Hundred Fifteen and No/100 Dollars, ($1,215.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 8th December, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H D Wessinger

John L. Boto

J B Kinsey (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me H.D. Wessinger

and made oath that he saw the within named J. B Kinsey

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Boto in the presence of each other, witnessed the due execution thereof.

H D Wessinger

Sworn to before me this 25th day of February, 1966

John L. Boto
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For 6-28-66

Form RW-3-SC-3-61

DEEDS

BOOK 140

523

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys Faber Place

ACCT. NO. 1480

CHECK NO. 1672

24th February 1966

The undersigned hereby acknowledge receipt of timely payment of Two Hundred Dollars, ($200.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 24th November, 1965 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Calleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H D Wissinger

John L. Ashe

C. G. Gruber (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of Calleton

Personally appeared before me H. D. Wissinger

and made oath that he saw the within named C. G. Gruber

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with John L. Ashe in the presence of each other, witnessed the due execution thereof. H D Wissinger

Sworn to before me this _____ day of _____ 19__

John L. Ashe
Notary Public for S. C.

STATE OF SOUTH CAROLINA,

_____ County.

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____

day of _____ A. D., 19__

_____ (L. S.)

Notary Public For 2 R

6-28-66

Form RW-3-SC-3-61

BOOK 140

524

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Cassidy - Taber Place

ACCT. NO. 1480

CHECK NO. 1675

25th February 1966

The undersigned hereby acknowledge receipt of timely payment of Seven Hundred Ten and No/100 Dollars, ($710.10), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 19th November, 1965, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Calleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

J. T. Sandur

H. D. Wissinger

T. E. Sandur (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Calleton } ss

Personally appeared before me H. D. Wissinger

and made oath that he saw the within named T. E. Sandur

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with J. T. Sandur in the presence of each other, witnessed the due execution thereof.

H. D. Wissinger

Sworn to before me this 25 day of February 1966.

John L. Bots
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A.D., 19

(L.S.)

Notary Public For 6-28-66

Form RW-3-SC-3-61

525

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canakys Tutor Place

ACCT. NO. 1180

CHECK NO. 1674

28th February 1966

The undersigned hereby acknowledge receipt of timely payment of One Thousand Eight Hundred Twenty and no/100 Dollars ($1,820.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 24th February 1966, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H D Wessinger

O H Rhodes

J. M. Westbury (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me H. D. Wessinger

and made oath that he saw the within named J. M. Westbury

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Osborne H. Rhodes in the presence of each other, witnessed the due execution thereof. H D Wessinger

Sworn to before me this 25th day of February 1966

Osborne H Rhodes
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

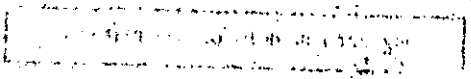
Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

Notary Public For

6-28-66

Form RW-3-SC-3-61



526

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Arnalya Faber Place

ACCT. NO. 11480

CHECK NO. 1673

25th February 1966

The undersigned hereby acknowledge receipt of timely payment of One Thousand Ten and no/100 Dollars, ($1010.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 24th February 1966, to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

G. M. Westbury

O. H. Rhodes

Lorene R. Westbury (SEAL)

Minnie E. Rumph (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Colleton } ss

Personally appeared before me O. H. Rhodes

and made oath that he saw the within named Lorene R. Westbury and Minnie E. Rumph

sign, seal and as their act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with O. H. Rhodes in the presence of each other, witnessed the due execution thereof. O. H. Rhodes

Sworn to before me this 25th day of February 19 66.

Marguerite A. Howard
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
_____ County. }

Personally appeared before me _____

and made oath that _____ saw the within named _____

by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____
day of _____ A. D., 19____

(L. S.)

Notary Public For _____

6-28-66

Form RW-3-M-3-61

BOOK 140

527

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Canadys - Fabers Plant

ACCT. NO. 1480

CHECK NO. 1693 20th April 1966

The undersigned hereby acknowledge receipt of timely payment of Fourteen Hundred Seventy Five and No/100 Dollars, ($1475.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 18th February 1966 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Colleton and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Auburn J. Bridges

Rosamae B. Nettles

J. S. Hill (SEAL)

J. S. Hill (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,

County of COLLETON

Personally appeared before me Auburn J. Bridge

and made oath that he saw the within named J. S. Hill

sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he with Rosamae B. Nettles in the presence of each other, witnessed the due execution thereof.

Auburn J. Bridges

Sworn to before me this 28th day of April 1966

Rosamae B. Nettles

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this

day of A. D., 19

(L. S.)

Notary Public For

Form RW-3-SC-3-61

2R

6-28-66

588

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I-(We) Isaiah Ancrum and Pauline V. Ancrum as Surviving Heirs of the Estate of Mary Ancrum

of the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of sixty (60') feet, upon, over, under and across lands of Grantor(s) situated in the County of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of Joseph Holms

Easterly by lands of Leasie Holms

Southerly by lands of Walker Robinson

Westerly by lands of C. F. Byrd and Joe Simmons

tract of land containing 3 acres more or less and being the same land conveyed to Grantor by Henry Stokes. Right of Way enters grantor's land from lands of Joe Simmons thence extending along paralleling and adjacent to the northerly side of a 100 ft. right of way owned by South Carolina Electric and Gas Company thence on to lands of Josiah Pauls Estate.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as well as the right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth so that it will not interfere with the ordinary cultivation of said land, with valves, tleovers and appurtenant facilities, for the transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions, upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected within the width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of One Hundred Forty-five and 25/100 Dollars ($145.25) within one year from the date of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 22nd day of June, 1966

WITNESS:

W. C. Corley

Isaiah Ancrum (SEAL)

Pauline V. Ancrum (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Form SW-1 SC 6-63

2 PM

6-28-66

DEEDS

5287

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me M. E. Corley

and made oath that he saw the within named Isaac Ancrum & Pauline V. Ancrum sign, seal and as

act and Deed deliver the within written instrument and that he with T. D. Wessinger witnessed the execution thereof;

Sworn to before me this

22 day of June A.D. 1966 M. E. Corley

T. D. Wessinger (L.S.)

Notary Public for S. C.

BOOK 140

529

State of South Carolina,

County of Colleton

KNOW ALL MEN BY THESE PRESENTS that I (We) Odom Paulse and Beulah Way

in the county and state aforesaid, hereinafter sometimes referred to as Grantor(s), for and in consideration of the sum of One Dollar ($1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do hereby bargain, grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal office in Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of

Thirty-Five (35') feet, upon, over, under and across lands of Grantor(s) situated in the county of Colleton, State of South Carolina, bounded as follows:

Northerly by lands of

Easterly by lands of Josiah Paulse Estate et al

Southerly by lands of Mary Ancrum Estate

Westerly by lands of Co. Road No. 348

Direct of land containing 6 acres more or less and being the same land conveyed to Grantor by Ben Davis. Right of Way enters grantor's land from lands of Charlie and Annie Simmons Et. thence extending along paralleling and adjacent to the northerly side of a 100 ft. right of way owned by South Carolina Electric and Gas Company thence on to lands of Josiah Paulse Estate.

Together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, [illegible] wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, as [illegible] right to install, maintain and use anchors and guy wires on lands adjacent to the right of way herein granted; and also the [illegible] construct, maintain, operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried to such depth [illegible] will not interfere with the ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for the transportation [illegible] oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

Together also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other [illegible] upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger said [illegible] appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore [illegible]) caused by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

Reserving, however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use [illegible] interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected [illegible] width of said right of way.

And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of Eighty Seven and 50/100 Dollars ($87.50) within one year from the [illegible] agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted [illegible] further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation hereunder.

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 24th day of June, 1966

Odom Paulse (SEAL)

Beulah Way (SEAL)

Witness

[illegible] Corley

[illegible]

(SEAL)

(SEAL)

(SEAL)

(SEAL)

2P

6-28-66

Form RW 1-65 5-67

DEEDS

5297

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

Personally appeared before me M E Corley

and made oath that he saw the within named Odom Paul Beulah Way sign, seal and as their act and Deed, deliver the within written instrument and that he with H D Wessinger witnessed the execution thereof.

Sworn to before me this 24 day of June A.D. 1966 M E Corley

H D Wessinger (L.S.)

Notary Public for S. C.

530

South Carolina,

Colleton

[illegible] THESE PRESENTS that I (We) [illegible] Byrd and Mrs. [illegible] B. Canada

[illegible] and state aforesaid, hereinafter sometimes referred to as Grantor(s) for and in consideration of the sum of One Dollar [illegible] (us) in hand paid, receipt of which is hereby acknowledged at and before the signing and sealing of these presents, do [illegible] grant and convey to the South Carolina Electric & Gas Company, a South Carolina Corporation having its principal [illegible] Columbia, South Carolina, a right of way, over such route as Grantee had selected, having a width of [illegible] (60') feet, upon, over, under and across lands of Grantor(s) [illegible]

[illegible] Colleton State of South Carolina, bounded as follows:

[illegible] lands of C. D. Adams

[illegible] by lands of Lewis Warren

[illegible] by lands of C. C. Hiott Estates

[illegible] by lands of Grantor et al

A [illegible] land containing 1/[illegible] acres more or less and being the same land conveyed to Gr[illegible] Farmers and Merchants Bank and T. D. Byrd. Right of Way enters grantor's land [illegible] lands of C. D. Adams thence extending along paralleling and adjacent to the north [illegible] of a 100 ft. right of way owned by South Carolina Electric and Gas Com[illegible] the [illegible] lands of Timothy Memmenger.

[illegible] construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission [illegible] energy, consisting of supporting structures, overhead and underground conductors and lightning protective [illegible] ys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary thereof [illegible] shall maintain and use anchors and guy wires on lands adjacent to the right of way herein granted [illegible] operate, replace and alter thereon and thereunder a line or lines of pipes, all pipe to be buried [illegible] with the ordinary cultivation of said land, with valves, beovers and appurtenant facilities, for the transportation [illegible] mineral products or any other liquids, gases or substances which can be transported through a pipe line.

[illegible] with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, [illegible] as Grantee may at any time deem necessary, and the right to remove any line or any part thereof.

[illegible] also with the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other [illegible] upon said right of way and such trees beyond the same as in the judgment of Grantee may interfere with or endanger [illegible] appurtenances when erected, and the right of entry upon Grantor's said lands for all of the purposes aforesaid.

[illegible] however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore [illegible] by Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee.

[illegible] however, to Grantors the right to cultivate the ground within the limits of said right of way, provided that such use [illegible] interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected [illegible] the width of said right of way.

[illegible] condition of this grant that the Grantee shall tender and Grantor(s) shall accept, Grantee [illegible] Hundred Eighty-six & no/100 Dollars ($ 286.00) within one year [illegible] of this agreement. If the said sum is not paid or tendered within the time specified, the rights and privileges herein granted [illegible] by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation [illegible]

TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

[illegible] Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against [illegible] person lawfully claiming or to claim the same or any part thereof.

The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the [illegible] "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries.

IN WITNESS WHEREOF, Grantors have duly executed this indenture the 22nd day of June [illegible]

C. F. Byrd
C. F. Byrd

[illegible]

Mrs. Geneva B. Canaday

Recorded 7/6/66 11 A. M.

530 ff

STATE OF SOUTH CAROLINA
COUNTY OF COLLETON

Personally appeared before me M. E. Corley

and made oath that he saw the within named C. F. Byrd and Mrs. Geneva B. Canady sign, seal and as their act and Deed, deliver the within written instrument and that he with Shealy G. Pendarvis witnessed the execution thereof

Sworn to before me this
22nd day of June A.D. 1966 M. E. Corley (L.S.)

Shealy G. Pendarvis (L.S.)
Notary Public for S. C.

BOOK 140

531

QUIT-CLAIM DEED FROM CORPORATION — RAMCO FORM 12

11722

This Quit-Claim Deed, Executed this 1st day of August , A. D. 19 65, by

a corporation existing under the laws of Florida , and having its principal place of business at
first party, to Southern Holding Corp.
Drawer 1716
whose postoffice address Atlanta, Georgia 30301

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of $ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Colleton State of South Carolina to wit:

All that certain piece, parcel or tract of land, situated, lying and being in Cottageville School District, Sheridan Township, County and State aforesaid, being a portion of a 10 acre tract as shown on a plat of O. E. Durrant, Surveyor, dated March 15, 1934, the parcel herein conveyed being bounded and measuring as follows: On the North by lands of Creel and measuring thereon 150 feet; on the East by lands of Creel and measuring thereon 75 feet; on the South by lands now or formerly of Eddie L. Martin, and measuring thereon 150 feet; and on the West by S. C. Hwy. #651, and fronting thereon 75 feet, be all measurements a little more or less. This is a portion of the lands of record in the Office of the Clerk of Court for Colleton County in Deed Book 93, at page 418.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

ATTEST Charles W. White, Jr. Secretary
Seal affixed

B & P, Inc.

By Joe A. Potts President

Signed, sealed and delivered in the presence of:

Marjorie W. Wolf

E. Dalton Long

STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joe A. Potts and Charles W. White

well known to me to be the President and secretary respectively of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August , A. D. 19

Lillian A. Davis - seal affixed

NOTARY PUBLIC STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 11, 1967
BONDED THROUGH FRED W. DIECKELMANN

Recorded 7/11/66 9 A. M.

532

5-33

QUIT-CLAIM DEED FROM CORPORATION — RAMCO FORM

This Quit-Claim Deed, Executed this 1st day of August A. D. 1965, by

a corporation existing under the laws of Florida, and having its principal place of business at
first party, to SOUTHERN HOLDING CORP.

whose postoffice address is Southern Holding Corp.
Drawer 1716
Atlanta, Georgia 30301

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of $ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Colleton State of South Carolina to wit:

All that piece, parcel or lot of land lying situated and being in the State of South Camlina, county of Colleton, Warren Township a nd being described as follows: One square acre, bounded on east, west and south by other lands of Willie Simpson land on the North, by other lands of Rose Simpson. This parcel of land lying directly behind old house spot thzt belonged to Rose Simpson and burned. This is part of property described on deed dated first month, ninth day of 1950 to Willie Simpson and recorded in office of Clerk of Court for Colleton County in Book 103, Page 456.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(CORPORATE SEAL)

ATTEST: Charles W. White, Jr. Secretary

B. E. P., Inc.

By Joe A. Potts President

Signed, sealed and delivered in the presence of:

Marjorie W. Wolf

J. Dalton Long

STATE OF Florida J. DALTON LONG
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Joe A. Potts and Charles W. White

well known to me to be the President and secretary respectively of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same to the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August A. D. 1965

Lillian A. Davis
Seal affixed
NOTARY PUBLIC STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 11, 1967
BONDED THROUGH FRED W. DIETZ-INSURANCE

Recorded 7/11/66 9 A. M.

534

535

South Carolina
State Highway Department
Form No. 2090 Rev. 11/30/61

No. 11476

THE STATE OF SOUTH CAROLINA }
County of Colleton }

LEASE
Borrow and Material Pit

File No. 15.350 Route No. 17 FAP No. F-353 (7)

THIS AGREEMENT made and entered into this 15 day of June, 19 66, by and between A. Glenn Phillips hereinafter called the lessor, owner of a certain tract of land situated in Colleton County, State of South Carolina, and the South Carolina State Highway Department, hereinafter called the Highway Department.

WITNESSETH, That the lessor, for and in consideration of the rents, royalties, covenants and agreements hereinafter reserved and expressed to be paid and performed by the Highway Department, does by these presents, grant, let and demise unto the said Highway Department the right to remove, by itself, its employees or contractors to whom the work may be let, Barrow Material, or other similar material from a borrow or material pit, or pits, owned by the lessor to an average approximate depth of 5 feet, consisting of 5.0 acres, more or less, situated on land owned by the lessor, described as follows:

Barrow material Pit consisting of 4.23 acres in wooded land and 0.77 acre in uncultivated field adjacent to Right of Way on Left of Station 286/ 88 to 293/ 88.

Together with a temporary right of way for access to such pit or pits over a haul road or roads over the lands of the lessor, as follows: use existing road

TO HAVE AND TO HOLD the said right to remove such material, from said pit or pits, and the right of access thereto until completion of project

And in consideration thereof, the Highway Department hereby covenants and agrees to pay the said lessor, his (her, its, their) executors, administrators, successors and assigns, for such rights, and for such materials, ~~[illegible]~~ rents and royalties in the sum of Two hundred and fifty ($250.00) Dollars [per acre], plus a reasonable amount for crop damage for any growing crops destroyed on lands from which material is excavated, or on lands used as a temporary right of way to transport men, machinery or materials to and from the material pit and the road.

The above payments of rents and royalties to be accounted for and made within 60 days from date hereof [~~after execution shall have been completed, as follows~~]:

AND IT IS FURTHER AGREED THAT:

1. The Highway Department will clear, or cause to be cleared, the pit area. Trees of timber value to be cut by the Department will be sawed at its expense into merchantable lengths of not less than 4 feet and piled neatly on the property, if so desired and requested by the lessor. All such timber shall be reserved to the lessor. Trees that overhang the pit, or haul roads which are used as access thereto, may be trimmed carefully and only as may be necessary to carry on the excavation within the pit area and hauling operations therefrom.

2. Upon completion of the work of removing the pit material, the Highway Department will smooth up, or cause to be smoothed up, the pit area in a reasonable manner; and will provide drainage of the pit to the extent practicable, as follows:

Pit to be drained.

3.

Note: Where this lease form is to be used for payment of an agreed amount prior to entering pit, words in brackets, above, are to be x'd out. Where payment is to be made after material is excavated, strike out words "from date hereof".

Distribution of copies: White (original) - Resident Engineer; Blue (duplicate) - Lessor; Yellow - Chief Accountant; Pink - District Engineer;

Recorded 7/13/66 12 A. M.

536

IT IS FURTHER AGREED that this Agreement shall be binding upon my (our) sucessors, heirs, assigns, executors or administrators.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Witnesses as to Lessor:

Foch Ulmer

G. M. Garris

A. Glenn Phillips
Lessor.

Witnesses as to State Highway Department:

Clara W. Tanner

Carole A. Metz

S. C. State Highway Department

By J. D. McMahan, Jr.

The State of South Carolina
County of Colleton

As to Lessor

Personally appeared before me Foch Ulmer and made oath that he saw the within named A. Glenn Phillips sign, seal and as his act and deed, execute the within written instrument; and that he with G. M. Garris witnessed the execution thereof.

Sworn to before me this 15th day of June, 1966.

Foch Ulmer

Norman A. Padgett
Notary Public for S. C.

The State of South Carolina
County of Richland

As to Highway Department

Personally appeared before me Clara W. Tanner and made oath that S he saw the within named J. D. McMahan, Jr. sign, seal and as his act and deed, executethe within written instrument; and that S he with Carole A. Metz witnessed the execution thereof.

Sworn to before me this 8th day of July, 1966

Clara W. Tanner

Mary Jane H. Moore
Notary Public for S. C.

The State of South Carolina
County of Colleton

Mortgage Release

KNOW ALL MEN BY THESE PRESENTS, That Coastal Production Credit Assn. by B. B. Cave Sec.-Treas. do for certain valuable consideration release from the lein and operation of my (our) mortgage the LEASE of Borrow and Material Pit for top soil, earth, gravel, sand, stone, or other similar material, granted by the within Lease so that the lands affected thereby shall be free and unaffected by said mortgage. Said mortgage being given by A. G. Phillips to Coastal P. C. A., recorded in Mortgage Book 108 at Page 393 in office of the Clerk of Court or RMC of Colleton County.

WITNESS our hand and seal this 23rd day of June, 1966.

in the presence of:

Helen B. Rentz

Elizabeth C. Guess

COASTAL PRODUCTION CREDIT ASSOCIATION

By: B. B. Cave, Secretary-Treasurer

RECORDED

I hereby certify that the within lease was filed for record in my office at _____ M o'clock on the _____ day of _____ 19___, and was immediately entered upon the proper indexes and duly recorded in Book _____ of Deeds, page _____

Clerk of Court of Common Pleas and General Sessions for _____ County, S. C.

recorded 7/13/66 12 A. M.

Note: If execution of mortgage release not desired, make payment jointly to property owner and mortgagee. If there is no mortgage on property write "none". If this lease is not recorded write "not recorded" in space above.

For agreement to terminate see Book 143 at Page 430

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) AGREEMENT AND CONTRACT OF SALE

WHEREAS, C. H. Nettles departed this life October 27, 1965, leaving as his sole heirs at law Ralph T. Nettles and Geraldine N. Bunton, son and daughter respectively, and having died intestate leaving certain real properties, chattels and good will with a mercantile business situate at Stevens Cross Roads, and two tracts of land located in Heyward Township, along with some indebtedness over his mercantile business at Stevens Cross Roads, all situate, lying and being in Colleton County, South Carolina, and the said Geraldine N. Bunton and Ralph T. Nettles, hereafter referred to as the party of the first part and the party of the second part, respectively, have been duly appointed, qualified and are acting as Administrators of the estate of C. H. Nettles and have now reached an agreement over the division and settlement of said estate, it is hereby agreed and understood and the parties hereto do hereby bind themselves, their heirs, administrators and assigns to fulfill the terms of this agreement as follows:

1. That the party of the second part does hereby agree to convey, transfer and assign all of his right, title and interest, by way of inheritance from C. H. Nettles, or by right of title in his own name, in and to all those certain tracts, parcels or lots of land comprising six (6) acres, more or less, located at Stevens Cross Roads, including two store buildings and fertilizer warehouse and all of the stock, fixtures, appliances and chattels situated and being therein, subject to and assumption by party of the first part of an outstanding mortgage over a two acre tract and the fertilizer warehouse, as well as a Ford Pickup Truck and a 1960 Pontiac to the party of the first part heretofore the property of C. H. Nettles, for the sum of TWENTY THOUSAND ($20,000.00) DOLLARS, the sum of EIGHT THOUSAND

Recorded 7-12-66
2 P.M.

538

J-39

($8,000.00) DOLLARS cash to be paid by the party of the first part, and the party of the second part hereby agrees that the party of the first part may mortgage said premises to the First Federal Savings & Loan Association granting to same a first mortgage lien thereon for a period of ten years, and that the party of the first part does hereby agree and bind herself her heirs and administrators to convey, transfer and assign all of her right, title and interest by way of inheritance to the said two tracts of land comprising fifty (50) acres, more or less, situate, lying and being in Heyward Township, to the party of the second part for a consideration of THREE THOUSAND ONE HUNDRED TWENTY FIVE ($3,125.00) DOLLARS, and does bind hemself, her heirs and assigns, to execute the necessary deeds of conveyance for same., The said purchase price for said lands situate in Heyward Township is to be applied toward the purchase price of the property located at Stevens Cross Roads, leaving a balance owing by the party of the first part to the party of the second part in the sum of EIGHT THOUSAND EIGHT HUNDRED SEVENTY FIVE ($8,875.00) DOLLARS, and that the party of the first part is to execute to the party of the second part a second mortgage lien over the properties, real and personal at Stevens Cross Roads, in the sum of EIGHT THOUSAND EIGHT HUNDRED SEVENTY FIVE ($8,875.00) DOLLARS, payable in monthly installments of ONE HUNDRED ($100.00) DOLLARS each, commencing July 1, 1966, on the 1st day of and payable ONE HUNDRED ($100.00) DOLLARS/each month thereafter for eighty-eight months, with a final installment of Seventy-five ($75.00) Dollars due at the end thereof. The said second mortgage by the party of the first part to the party of the second part shall bear no interest.

As a further consideration for the conveyance, agreements and terms hereof, the party of the second part agrees to assign all and all interest he may have in any bank account of the late C. H. Nettles in the Farmers & Merchants Bank to the party of

Recorded 7-12-66
1 P M

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the first part and the party of the first part agrees and binds herself, her heirs and assigns, to pay and to satisfy all claims against the business and the estate of the late C. D. Nettles, and to assume all liabilities thereof and hereafter.

IN WITNESS WHEREOF, we have hereunto set our Hands and Seals this 1st day of April, A. D., 1966.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Geraldine N. Bunton (SEAL)
Geraldine N. Bunton, Party of the First Part.

Ralph T. Nettles (SEAL)
Ralph T. Nettles, Party of the Second Part.

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Ruth Saunders who, being duly sworn, says that she saw the within named Geraldine N. Bunton Party of the First Part, and Ralph T. Nettles, Party of the Second Part, sign, seal and as their acts and deeds, deliver the within written agreement and contract of sale, and that she, with Jas. P. Harrelson, witnessed the execution thereof.

SWORN to before me this 1st
day of April, A. D., 1966.

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

I, Jas. P. Harrelson, a Notary Public for the State of South Carolina, do hereby certify unto all whom it may concern that Mrs. Elizabeth L. Nettles, the wife of the within named Ralph T. Nettles, did this day appear before me and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear

Recorded 7-12-66
2 P. M.

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of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Geraldine N. Bunton, her heirs and assigns, all her interest and estate and also all her right and claim of dower of, in or to all and singular the premises described in the foregoing agreement and contract of sale situate at Stevens Cross Road, Colleton County, South Carolina.

Given under my Hand and Seal this 1st day of April, A. D., 1966.

Elizabeth L Mattox

SWORN to before me this 1st day of April, A. D., 1966.

(SEAL)

NOTARY PUBLIC FOR SOUTH CAROLINA

Recorded 7-12-66
2 P.M.

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STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

LEASE

THIS AGREEMENT made the 25th day of July 1966, Witnesseth that Carter Construction and Engineering Company, Inc., hereinafter referred to as the Lessor, does hereby lease unto Carl R. Dempsey and Nilson Tire and Battery, Company, Inc., hereinafter referred to as the Lessee, his or its Heirs and Assigns, that certain lot or parcel of land, together with buildings and improvements thereon, situate, lying and being North of the Town of Walterboro on U. S. Highway No. 15, in the County of Colleton, State of South Carolina, and bounded and described as follows:

CRD #1
RNR #1

All that certain piece, parcel or lot of land, together with buildings and improvements thereon, situate, lying and being North of the Town of Walterboro, in the County of Colleton, State of South Carolina, and measuring and bounded as follows: Bounded on the North by other lands of Carter Construction and Engineering Company, Inc., and measuring thereon Three Hundred (300') feet, more or less; bounded on the East by U. S. Highway 15-A and measuring thereon Two Hundred (200') feet, more or less; bounded onthe South by lands of Robert W. Carter and measuring thereon Three Hundred (300') feet, more or less, and bounded on the West by other lands of Robert W. Carter and measuring thereon Two Hundred (200') feet, more or less. For a more specific description, reference may be had to that certain plat prepared by G. E. Miley, Jr., Registered Land Surveyor, dated January 21, 1966, and recorded in the office of the Clerk of Court for Colleton County in Plat book 12 at page 9. The above described property being designated as Tract A on said plat.

TO HOLD for a term of Five years from the 1st day of September 1966 to the 31st day of August 1971, with the Lessee having the option to renew the said Lease for an additional Five (5) year term, provided he informs the Lessor of his intention to so renew at least Thirty (30) days prior to the expiration of the original term.

And the Lessee promises to pay for the rent of the said premises the sum of Four Hundred Fifty and No/100 ($450.00) Dollars per month during the first Five (5) year term, payable the first of each month in advance during the term of this agreement. However, should the Lessee agree to exercise his option to renew the Lease

Recorded ~~June~~ July 25, 1966 5 P. M.

DEEDS

for the additional Five (5) year term, the Lessor shall have the right to increase the rent an additional Twenty-five (25%) per cent above the original monthly rental for the first Five (5) year term, or a monthly rental of Five Hundred Sixty-two and 50/100 ($562.50) Dollars;

AND IT IS AGREED, That the Tenant shall on demand reimburse the Landlord for all breakage of glass and all other injuries done during the Tenant's tenancy to the said premises, or to any fixture or appurtenances, excepting such as are produced by accidental fire or natural decay; and that the Tenant shall not make any alterations, additions or improvements on said premises without the written consent of the Landlord, and all alterations, additions and improvements made upon the said premises shall be the property of the Landlord; and that the Tenant shall at the Tenant's expense, keep in repair all gas, electric and heating fixtures, and also all plumbing when damaged as the result of freezing pipes or fixtures or any neglect or carelessness of any person or persons on said premises.

AND IT IS AGREED, That the Lessor prior to the beginning of the term of the Lease will install a Three Phase electrical current to the building; any additional electrical material or installation necessary to the operation of the Lessees business will be installed by Lessee at his expense.

AND IT IS AGREED, that the Lessee further agrees to quit and deliver up the above described premises to the Lessor or his attorney peaceably and quietly at the end of the term in as good condition, reasonable use thereof, fire and other unavoidable casualties excepted, as they are now, and not to make or suffer any waste thereof.

It is also specifically agreed between the parties hereto that the Lessor is to pay the fire insurance and taxes on the premises and the Lessee is to be responsible for all other maintenance and repairs, with the exception of any repairs which are brought about as a result of defective material or construction of said building such repairs then to be made by the Lessor; and it is specifically

agreed that the Lessee will carry adequate liability insurance in the operation of his business on these premises and will also indemnify the Lessor for any losses caused or brought about by said Lessees operation.

IT IS EXPRESSLY AGREED, that if there is default in the payment of the rental above stipulated, for Fifteen (15) days after the said is due, the said Carter Construction and Engineering Company, Inc., its attorney or agent, shall have the right to re-enter and re-possess the said premises and to expel and remove therefrom the said Carl R. Dempsey and Nilson Tire and Battery Company, Inc. or any other person occupying the same.

IN WITNESS WHEREOF, the said parties have hereunto interchangeable set their hands and seals the day and year first above written.

Ck #3
Rec #3

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

AS to Lessor:

Faith M. Kinard

Jane C. Hill

AS to Lessee:

Faith M. Kinard

Jane C. Hill

Lessor:

Robert W. Carter

Carter Construction and Engineering Co., Inc. by Robert W. Carter, Pres.

Lessee:

Carl R. Dempsey

Carl R. Dempsey, Individual

Carl R. Dempsey

Nilson Tire and Battery Company, Inc., by Carl R. Dempsey, President

Recorded July 25, 1966 5 P. M.

DEEDS

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STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Janie C. Hill and made oath that she saw the within named, Carter Construction and Engineering Company, Inc., by Robert W. Carter, President, Lessor, sign seal and as his act and Deed, deliver the within written Lease and that she with Keith M. Kinard witnessed the execution thereof.

SWORN to and subscribed before me this 25th day of July 1966.

Janie C. Hill

Keith M. Kinard
Notary Public for South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Janie C. Hill and made oath that she saw the within, Carl R. Dempsey and Nilson Tire and Battery Company, Inc., Lessee, sign seal and as his act and Deed, deliver the within written Lease and that she with Keith M. Kinard witnessed the execution thereof.

Janie C. Hill

SWORN to and subscribed before me this 25th day of July 1966.

Keith M. Kinard
Notary Public for South Carolina

Recorded July 25, 1966 5 P. M.

548A

549

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Lexington-Columbia

ACCT. NO. 1480.

CHECK NO. 1744

19th July 1966

The undersigned hereby acknowledge receipt of timely payment of One thousand seven hundred fifty ($1,750.00) Dollars, ($1,750.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 20th July 1966 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Calhoun and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

H. Wayne Unger

Maryanne Walling
Maryanne Walling

Keith J. Unger (SEAL)

Keith J. Unger (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of Calhoun

Personally appeared before me H. Wayne Unger and made oath that he saw the within named Keith J. Unger sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that he, with Maryanne Walling in the presence of each other, witnessed the due execution thereof.

H. Wayne Unger

Sworn to before me this 20th day of July 1966

Mary M. Smith - seal affixed
Notary Public for S. C.

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this day of A. D. 19

(L. S.)

Notary Public For

recorded 7/25/66 5 P. M.

Form RW-3-SC-5-61

BOOK 140

F 550

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE Cinnaby Lake Plant

ACCT. NO. 3647 3647

CHECK NO. 1745 1745

19th July 1966

The undersigned hereby acknowledge receipt of timely payment of [illegible] Hundred Fifty and no/100 ($1,750.00) Dollars, ($1,750.00) as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated 20th July 1966 to construct, maintain and operate gas and electric lines across property of the undersigned located in the County of Calhoun and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

M. M. Walker

Annie Laurie Fort

R. M. Jefferies, Jr. (SEAL)

R. M. Jefferies, Jr. (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina,
County of BARNWELL, } ss

Personally appeared before me M. M. Walker

and made oath that She saw the within named R. M. Jefferies, Jr.

sign, seal and as his act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein mentioned, and that She with Annie Laurie Fort in the presence of each other, witnessed the due execution thereof.

M. M. Walker

Sworn to before me this 22nd day of July 1966

Annie Laurie Fort
Notary Public for S. C.

Annie Laurie Fort - seal affixed

STATE OF SOUTH CAROLINA,
County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that with witnessed the execution thereof and subscribed names as witnesses thereto.

Sworn to and subscribed before me, this
day of A. D., 19

(L. S.)

recorded 7/25/66 5 P. M.

Notary Public For

Form RW-3 SC 1-66

DEEDS

557

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

R E L E A S E

WHEREAS, by lease agreement dated June 30, 1966, and recorded May 2, 1966, in Book 140 at page 465, in the Office of the Clerk of Court for Colleton County, Colleton County Airport Commission for the County of Colleton, Lessor, did lease to Colleton Industrial Aviation, Co., Inc., a partnership /Lessee, a portion of the Walterboro-Colleton County Airport, and

WHEREAS, the parties to said lease agreement have mutually agreed to cancel and terminate same; NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid to the above named lessee, the said lessee does release to the above named lessor, its successors and assigns, all of the properties, rights, licenses, and privileges included in the aforesaid lease agreement. It is the intent and purpose of this release agreement to cancel and terminate in its entirety the said lease agreement dated _____ 1966.

IN WITNESS WHEREOF Colleton Industrial Aviation Co., Inc., Lessee, has caused these presents to be signed and sealed by its president and vice-president this 14th day of October 1966.

WITNESS:
Ruth Saunders
Nell Cooke

Colleton Industrial Aviation Co.,Inc.
By:
W. W. Haynes, President
Robert W. Carter
Robert W. Carter, Vice-President

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Nell Cooke and made oath that he saw the within named Colleton Industrial Aviation Co., Inc., by W. W. Haynes its president and Robert W. Carter its vice-president, sign, seal and as its act and deed, deliver the within Release and that he with Ruth Saunders witnessed the execution thereof.

Nell Cooke

SWORN to before me this
14th day of October 1966.

Ruth Saunders (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

Recorded 10-18-66

DEEDS

552
6

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

R E L E A S E

WHEREAS, by lease agreement dated Apr 30 1966, and recorded May 2, 1966, in Book 140 at page 465, in the Office of the Clerk of Court for Colleton County, Colleton County Airport Commission for the County of Colleton, Lessor, did lease to Colleton Industrial Aviation, Co., Inc., a partnership Lessee, the portion of the Walterboro-Colleton County Airport, and

WHEREAS, the parties to said lease agreement have mutually agreed to cancel and terminate same; NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid to the above named lessee, the said lessee does release to the above named lessor, its successors and assigns, all of the properties, rights, licenses, and privileges included in the aforesaid lease agreement. It is the intent and purpose of this release agreement to cancel and terminate in its entirety the said lease agreement dated 1966.

IN WITNESS WHEREOF Colleton Industrial Aviation Co., Inc., Lessee, has caused these presents to be signed and sealed by its president and vice-president this 14th day of October 1966.

WITNESS:

Colleton Industrial Aviation Co., Inc.

By:

W. W. Haynes, President

Robert W. Carter, Vice-President

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Nell Cooke and made oath that he saw the within named Colleton Industrial Aviation Co., Inc., by W. W. Haynes its president and Robert W. Carter its vice-president, sign, seal and as its act and deed, deliver the within Release and that he with Ruth Saunders witnessed the execution thereof.

SWORN to before me this 14th day of October 1966.

(SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

Recorded 10-18-66

553

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

RELEASE

WHEREAS, by lease agreement dated August 12, 1965, and recorded May 2, 1966, in Book 140 at page 467, in the Office of the Clerk of Court for Colleton County, South Carolina Aeronautics Commission, Lessor, did lease to Colleton Industrial Aviation Co., Inc., Lessee, a portion of the Walterboro-Colleton County Airport, and

WHEREAS, the parties to said lease agreement have mutually agreed to cancel and terminate same; now, therefore, in consideration of the premises and the sum of One Dollar ($1.00) paid to the above named lessee, the said lessee does release to the above named lessor, its successors and assigns, all of the properties, rights, licenses, and privileges included in the aforesaid lease agreement. It is the intent and purpose of this release agreement to cancel and terminate the said lease agreement dated August 12, 1965.

IN WITNESS WHEREOF Colleto Industrial Aviation ~~Partnership~~, Lessee, has caused these presents to be signed and sealed by its president and vice-president this 14 day of October 1966.

WITNESS:

Ruth Saunders

Nell Cooke

Colleton Industrial Aviation Co., Inc.

By:

W. W. Haynes, President

Robert W. Carter

Robert W. Carter, Vice-President

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Ruth Saunders and made oath that he saw the within named Colleton Industrial Aviation Co., Inc., by W. W. Haynes its president and Robert W. Carter its vice-president, sign, seal and as its act and deed, deliver the within Release and that he with Nell Cooke witnessed the execution thereof.

Ruth Saunders

SWORN to before me this

14 day of October 1966.

Ruth Saunders (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

NO SUCH CORPORATION LSTED OR CHARTERED WITH THE SECRETARY OF STATE.

Recorded 10-18-66

DEEDS

554

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON) RELEASE

WHEREAS, by lease agreement dated August 12, 1958, and recorded May 2, 1956, in Book 140 at page 457, in the Office of the Clerk of Court for Colleton County, South Carolina Aeronautics Commission, lessor, did lease to Colleton Industrial Aviation Co., Inc., lessee, the portion of the Walterboro-Colleton County Airport, and

WHEREAS, the parties to said lease agreement have mutually agreed to cancel and terminate same; now, therefore, in consideration of the premises and the sum of One Dollar ($1.00) paid to the above named lessee, the said lessee does release to the above named lessor, its successors and assigns all of the properties, rights, license and privileges included in the aforesaid lease agreement. It is the intent and purpose of this release agreement to cancel and terminate the said lease agreement dated August 12, 1956.

IN WITNESS WHEREOF Colleton Industrial Aviation Co., Inc. lessee, has caused these presents to be signed and sealed by its president and vice-president this 12 day of October 1956.

WITNESS:

Colleton Industrial Aviation Co., Inc.

By:

M. M. Haynes, President

Robert W. Carter, Vice-President

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me _____ and made oath that he saw the within named Colleton Industrial Aviation Co., Inc., by M. M. Haynes its president and Robert W. Carter its vice-president, sign, seal a d as its act and deed, deliver the within release and that he with _____ witnessed the execution thereof.

SWORN to before me this

12 day of October 1956.

NOTARY PUBLIC FOR SOUTH CAROLINA (SEAL)

NO SUCH CORPORATION LISTED OR CHARTERED WITH THE SECRETARY OF STATE.

12-19-56

355

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

CANCELLATION OF LEASE

WHEREAS, on or about the 25th day of July 1966, Carter Construction and Engineering Company, Inc., executed a Lease to Carl R. Dempsey and Nilson Tire and Battery Company, Inc., covering a parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being North of the Town of Walterboro, in the County of Colleton, State of South Carolina, which is recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Book ~~100~~ 140, at pages 545-548; and

WHEREAS, The rights of the said Carl R. Dempsey and Nilson Tire and Battery Company, Inc., in the Lease of real estate above mentioned has elapsed and become forfeited;

NOW, KNOW ALL MEN BY THESE PRESENCE, That I, Carl R. Dempsey, individually and Nilson Tire and Battery Company, Inc., hereby acknowledge that I and It (the Corporation) have violated the conditions of the above mentioned Lease and further acknowledge that any right, title and interest that I may have in said Lease has elapsed and ceased and that I, the said Carl R. Dempsey and Nilson Tire and Battery Company, Inc., have no further interest or rights in, under, or by, the Lease hereinabove mentioned.

WITNESS Our hand and seal this 11th day of October 1968.

Signed, sealed and delivered
in the presence of:

Carolyn Johnson

Roger Odum

Carl R. Dempsey (L.S.)
Carl R. Dempsey, Individually

Carl R Dempsey (L.S.)
Nilson Tire and Battery Company
Inc., by Carl R. Dempsey,
President

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Carolyn Johnson and made oath that she saw the within, Carl R. Dempsey and Nilson Tire and Battery Company, Inc., sign, seal and as his act and Deed, deliver the within written instrument and that she with Roger Odum witnessed the execution thereof.

Carolyn Johnson

SWORN to before me this
11th day of October 1968.

William K Pabst
Notary Public for South Carolina

My Commission expires 1-1-71.

DEEDS

556

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

CANCELLATION OF LEASE

WHEREAS, on or about the 25th day of July 1966, Carter Construction and Engineering Company, Inc., executed a Lease to Carl R. Dempsey and Nilson Tire and Battery Company, Inc., covering a parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being North of the Town of Walterboro, in the County of Colleton, State of South Carolina, which is recorded in the Office of the Clerk of Court for Colleton County, South Carolina, in Book 140 at pages 545-548; and

WHEREAS, The rights of the said Carl R. Dempsey and Nilson Tire and Battery Company, Inc., in the Lease of real estate above mentioned has elapsed and become forfeited;

NOW, KNOW ALL MEN BY THESE PRESENCE, That I, Carl R. Dempsey, individually and Nilson Tire and Battery Company, Inc., hereby acknowledge that I and It (the Corporation) have violated the conditions of the above mentioned Lease and further acknowledge that any right, title and interest that I may have in said Lease has elapsed and ceased and that I, the said Carl R. Dempsey and Nilson Tire and Battery Company, Inc., have no further interest or rights in, under, or by, the Lease hereinabove mentioned.

WITNESS Our hand and seal this 11th day of October 1968.

Signed, sealed and delivered in the presence of:

Carl R. Dempsey, individually

Nilson Tire and Battery Company Inc., by Carl R. Dempsey, President

STATE OF SOUTH CAROLINA)
COUNTY OF COLLETON)

PERSONALLY appeared before me Carolyn Johnson and made oath that she saw the within, Carl R. Dempsey and Nilson Tire and Battery Company, Inc., sign, seal and as his act and Deed, deliver the within written instrument and that she with Roger Odom witnessed the execution thereof.

SWORN to before me this 11th day of October 1968.

Notary Public for South Carolina

My Commission expires 1-1-71.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

CANCELLATION OF LEASE

WHEREAS, on December 1, 1965, Clinton A. Porter and Kenneth G. Porter, as Lessors, leased unto Ralph A. Porter, as Lessee, certain real estate in Beaufort County described as follows, to-wit:

> ALL that certain tract of land containing 195 acres, more or less in Colleton County, S. C. described in that certain deed of conveyance from Ralph A. Porter to Clinton A. Porter & Kenneth G. Porter and dated December 1, 1965 which said deed is being recorded in the office of the Clerk of Court for Colleton County, S. C.

AND WHEREAS, Clinton A. Porter and Kenneth G. Porter have agreed to convey said property to Charles W. Clark, et al, his heirs or assigns, by fee simple general warranty deed and

WHEREAS, said lease heretofore mentioned constitutes a charge upon the property to be conveyed to the said Charles W. Clark, et al,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, For and in consideration of $10.00 to me in hand paid at and before the signing and sealing of these presents, the receipt of whereof is hereby acknowledged, the undersigned Addie H. Porter does hereby release, quit claim and discharge any and all rights, whatsoever the same may be, in and to that certain lease agreement dated December 1, 1965 and recorded on the 26th day of April, 1966, in the office of the Clerk of Court for Colleton County in Book 140 at Pages 461 to 464.

IN WITNESS WHEREOF, this Cancellation of Lease Agreement is executed by the parties this 1st day of June, 1976.

IN THE PRESENCE OF:

Polly Parker

F. Mikell Harper

Clinton A. Porter
Clinton A. Porter

Kenneth G. Porter
Kenneth G. Porter
LESSORS

Addie H. Porter
Addie H. Porter
LESSEE

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me Polly Parker and made oath that s/he saw the within named Clinton A. Porter and Kenneth G. Porter, Lessors, and Addie H. Porter, Lessee, sign, seal, and as their act and deed, deliver the within written Cancellation of Lease; and that s/he with F. Mikell Harper witnessed the execution thereof.

SWORN to and subscribed before me this 1st day of June, 1976.

Polly Parker

F. Mikell Harper (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA

HARPER, GREENE, P.A.
ATTORNEYS AT LAW
BEAUFORT, S.C. 29902

Recorded September 10, 1976 - 4:00 P.M.

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