

Form 801 (Rev. 3-21-58)

The State of South Carolina

COUNTY OF Fairfield  
Road No. S-101 Pt. 1 Docket No. 20.335

Right of Way Easement

DUKE POWER COMPANY

Approx. survey station, from 247+72 to 590+00 R. & Lt.

CHARLOTTE, N.C.

KNOW ALL MEN BY THESE PRESENTS, That I (or we)

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 Taylors Creek  
to Road S-151 on Road S-101 Pt. 1 State and  
Name of Place. Route No.

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, and the right to construct and maintain controlled access facilities to said highway.

Bounded by other Grants & E lands of Estate of J.R. Whitaker on South; OTHER Lands of Duke Power Company on North West and others.  
Show only the Land Owners along the Highway.

Said right-of-way to have a width of 66 feet, that is 33 feet on each side of the center line of the Highway except where a greater width is necessary for short distances on account of large cuts or fills and drainage structures.

"Special Provisions:" This easement is executed with the provision that all buildings, fences, or other obstructions now located within the right of way herein conveyed, but outside the actual lines of construction, are not to be removed until such a time as the Highway Department may deem it necessary. The grantor, his heirs and assigns, hereby agrees not to erect obstructions within the limits of the right of way herein conveyed. (OVER)

Together with, all and singular, the rights, members, hereditaments and appurtenances therunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions 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 16<sup>th</sup> day of MAY in the year of our Lord, One Thousand Nine Hundred and SIXTY THREE

Signed, sealed and delivered in the presence of:  
ATTEST

DUKE POWER COMPANY  
B.B. Parker (L. S.)  
By: B. B. Parker, Vice President

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 NORTH South Carolina  
COUNTY OF GASTON  
WITNESS Sammy W. Cross  
WITNESS Gary C. Bass

Personally appeared SAMMY W. CROSS  
and made oath that HE saw the within named DUKE POWER CO. BY  
B. B. PARKER VICE PRESIDENT Print or Typewrite Name.

sign, seal and, as HIS act and deed, deliver the within written easement; and that HE with GARY C. BASS witnessed the execution thereof.

Sworn to before me this 16<sup>th</sup> day of MAY A. D., 1963  
George B. Hall (L. S.)  
Notary Public for N.C.

Sammy W. Cross  
Witness sign here.

My Commission Expires  
FEBRUARY 4, 1965

PHI  
5-27-63  
6

**The State of South Carolina**

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ Notary Public for S. C.

do hereby certify unto 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 State Highway Department, its 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 \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini, 19\_\_\_\_\_

Signature of Wife.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_\_

\_\_\_\_\_  
(L. S.)  
Notary Public for S. C.

**The State of South Carolina**

**MORTGAGE RELEASE**

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That I (or we) \_\_\_\_\_ do for certain valuable consideration release from the lien and operation of my (or our) mortgage the right-of-way conveyed by the within easement so that the said right-of-way shall be free and unaffected by said mortgage.

Witness our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**Special Provision Continued:**

The right of Way herein granted is along the heavy dashed line as shown on plans for this Docket

**RESOLUTION**

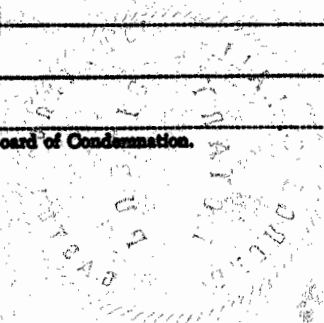
WHEREAS, This easement contains certain special provisions which are subject to rejection by the State Highway Department, and

WHEREAS, It is recommended to this Board that the special provisions be investigated and approved, therefore

BE IT RESOLVED by this Board of Condemnation that after its investigation it is satisfied that the easement with the special provisions should be accepted by the State Highway Department and the easement is approved for acceptance by the State Highway Department this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Member of Board of Condemnation.





This easement is granted subject to the following terms and conditions:

1. Approval by the FERC: This agreement is subject to the written approval of the Federal Energy Regulatory Commission (FERC); and in the event the said FERC declines to approve this instrument, it shall become void and of no legal force and effect whatsoever.

2. Compliance with State, Federal and Local Laws: The Grantee agrees that in its use of the area above described, it will comply with Order No. 313 of the FERC and all other State and Federal laws, as well as all rules, regulations and sanctions of any regulatory body or agency (State or Federal) having jurisdiction in the premises, and the Grantee's use of the aforesaid lands will not endanger health, create a nuisance or otherwise be incompatible with the overall recreational use of the Wateree Development, FERC Project No. 2232.

3. Use Reserved: The right to use the land which is the subject of this permit for project purposes is hereby reserved to the FERC project licensee, its successors and assigns.

4. Archaeological Resources: If during construction any archaeological resources are discovered, construction shall be halted and the State Historic Preservation Officer shall be contacted to determine any measures needed to protect or salvage the resources.

5. Protection of FERC Project: All necessary precautions shall be taken during construction and subsequent operation and maintenance of the causeways to protect and enhance the environmental values of affected FERC project lands and waters.

TO HAVE TO HOLD the aforesaid easements and all privileges and appurtenances thereunto belonging, to the Grantee and it's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, this the 28<sup>th</sup> day of November, 1994.

Signed, Sealed and Delivered  
in the Presence of:

Robert Lucas

DUKE POWER COMPANY

By: [Signature]  
Vice President

Signed, Sealed and Delivered  
in the Presence of:

Wise D. Davis  
Christy C. Baker

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

By: [Signature] *E.D.K.T.*  
Interim Director  
B. K. Jones  
[Signature]  
Director Of Finance and Administration  
Larry C. Duke

PH

TRACT 1

NORTH  
STATE OF ~~SOUTH~~ CAROLINA  
COUNTY OF MECKLENBURG

PERSONALLY appeared before me Robert T. Lucas, III and made oath that he saw the within named DUKE POWER COMPANY, by M.D. Mc Intosh, Vice President, sign, seal and as its act and deed deliver the within written instrument, and the he with \_\_\_\_\_ witnessed the execution thereof.

SWORN to before me this 28<sup>th</sup> )  
day of November, 1994 )  
Gayle H. Walker )  
Notary Public )  
Mecklenburg County )

My Commission Expires 03/04/97

STATE OF ~~SOUTH~~ CAROLINA  
COUNTY OF Richland

PERSONALLY appeared before me Alice G. Davis and made oath that she saw the within named SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, by B.K. Jones, Interim Director, and Larry C. Duke, Deputy Director, Finance and \_\_\_\_\_, Admin. within written instrument, and the she with Patricia B. Grice witnessed the execution thereof.

SWORN to before me this 8th )  
day of September, 1994 )  
Patricia B. Grice )  
Notary Public )

Alice G. Davis

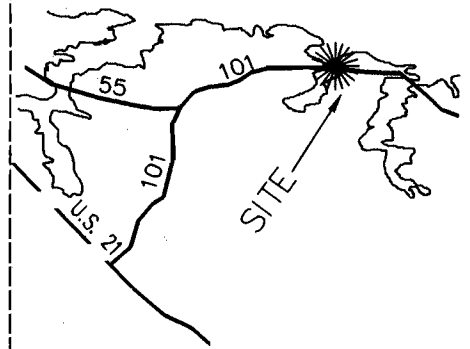
My Commission Expires 5-15-2000

P+1

TRACT 1

PLAT NORTH BK. 10 PG. 216

LAKE WATEREE



LOCATION MAP NOT TO SCALE

DUKE POWER COMPANY  
TAYLORS CREEK  
ACCESS AREA  
REF. WATEREE DWG. NO. 115  
L. WA. 21-A  
P.B. 10 PG. 122

DUKE POWER COMPANY  
( WILLIAM C. PEAY )  
WA. - 65  
AZ - 379

AREA IN LEASE R/W.  
= 0.52 ACRE  
( 22,732.66 SQ. FT. )

LAKE  
TAYLOR'S CREEK

WATEREE

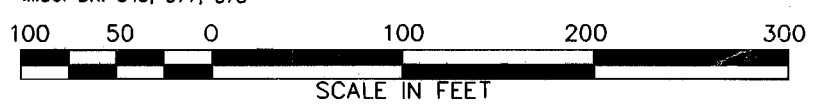
CRESCENT LAND &  
TIMBER CORP.  
( W. C. PEAY )  
W.A. 65  
SECTION 20  
REF: WATEREE DWG. NO. 133 & L.WA. - 20A  
P.B. 10 PG. 216

DUKE POWER COMPANY  
WATEREE DEVELOPMENT  
TAYLOR'S CREEK

EASEMENT TO  
SOUTH CAROLINA HIGHWAY DEPT.  
MIDFORD TOWNSHIP  
FAIRFIELD COUNTY, S.C.

SCALE: 1" = 100'  
MISC. BK. 545, 577, 578

JANUARY 21 1993  
WATEREE DWG. NO. 175



SCALE IN FEET

REAL ESTATE  
CITIZENSHIP  
DUKE POWER  
DEPARTMENT  
DUKE POWER COMPANY  
P.O. BOX 1007  
CHARLOTTE N.C. 28201-1007

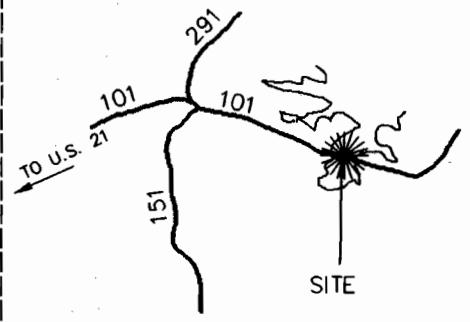
W. S. NO. 00000303  
D.C.A.NO. 00000303  
DRAWN BY: J.P.H.  
CHECKED BY: **CD 216-93**

TRACT 1

PLAT NORTH BK. 10 PG. 134

CRESCENT RESOURCES, INC.  
REF: WATEREE DWG. NO. 123  
L. WA. 10-A  
P.B. 10 PG. 106

LAKE WATEREE

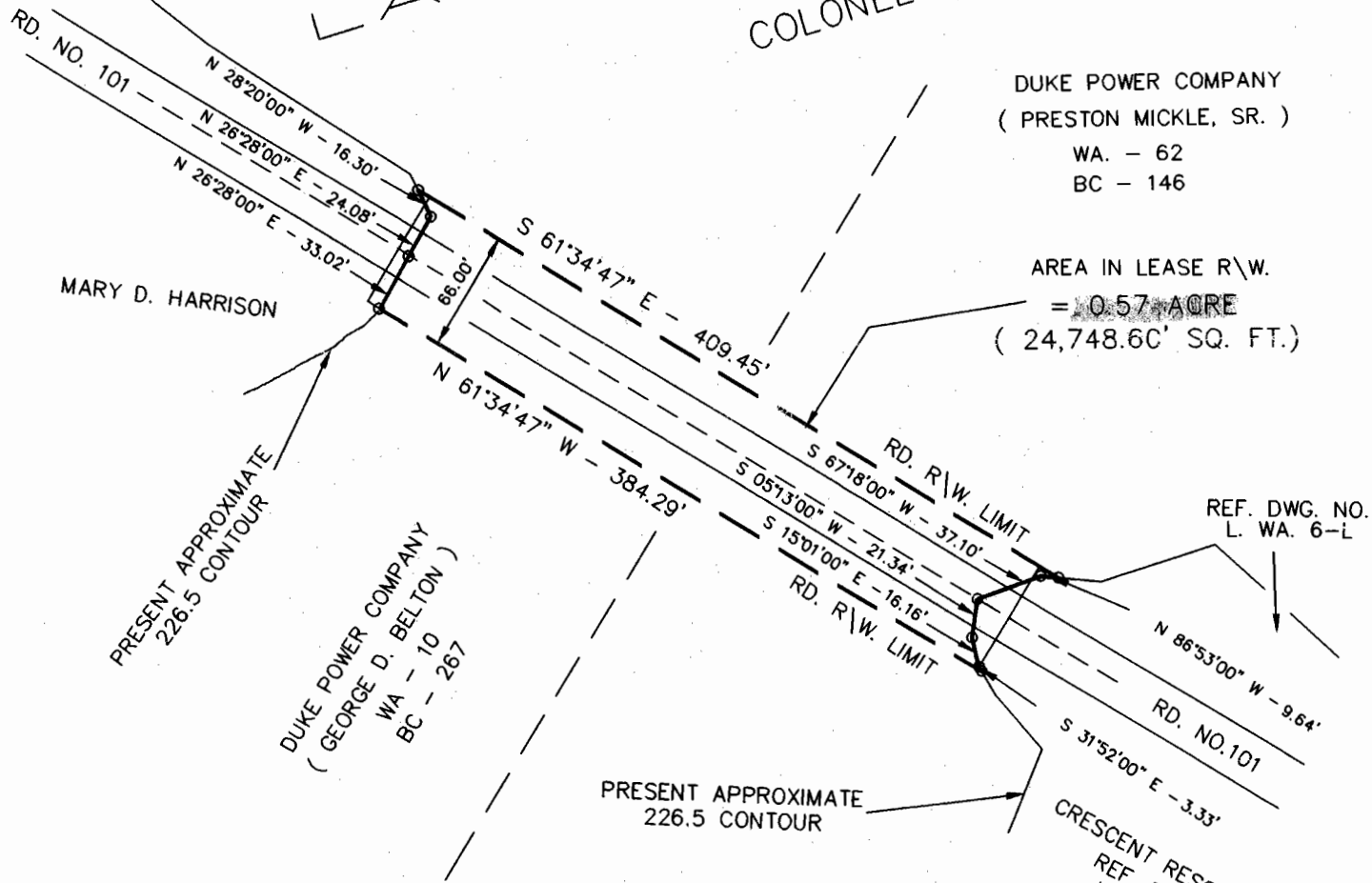


LOCATION MAP NOT TO SCALE

LAKE  
COLONEL'S CREEK  
WATEREE

DUKE POWER COMPANY  
( PRESTON MICKLE, SR. )  
WA. - 62  
BC - 146

AREA IN LEASE R\W.  
= 0.57 ACRE  
( 24,748.6C' SQ. FT. )

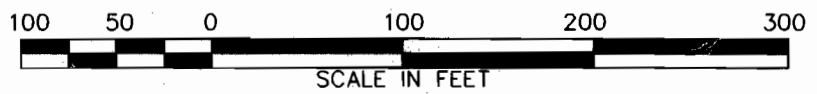


DUKE POWER COMPANY  
P.O. BOX 1007  
CHARLOTTE N.C. 28201-1007

DUKE POWER COMPANY  
WATEREE DEVELOPMENT  
COLONEL'S CREEK  
EASEMENT TO  
**SOUTH CAROLINA HIGHWAY DEPT.**  
MIDFORD TOWNSHIP  
FAIRFIELD COUNTY, S.C.

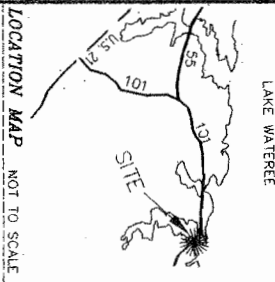
SCALE 1" = 100'  
MISC. BK. 559,562,567

JANUARY 21 1993  
WATEREE DWG. NO.176



W. S. NO. 00000304  
D.C.A.NO. 00000304  
DRAWN BY: J.P.H.  
CHECKED BY: CTB 2-11-93

PHI TRACT 1



LAKE WATeree

PLAT NORTH BK. FM. PG. 322

DUKE POWER COMPANY  
(CHARLES P. WEAR)  
WA - 89  
BB - 458

LEASED TO  
CHARLES E. TAYLOR  
REF: WATEREE DWG. NO. 124

CRESCENT RESOURCES, INC.  
SECTION 20  
REF: L. WA. 208  
P. B. FM. PG. 322

GEORGE F. GOOD  
REF: WATEREE DWG. NO. 124

PRESENT APPROXIMATE  
226.5 CONTOUR

DUKE POWER COMPANY  
DUTCHMAN'S FISHING AREA  
WATEREE DWG. NO. 155  
WA - 22  
P. B. BF. PG. 88

AREA IN LEASE R/W  
= 1.01 ACRES  
(44,033.02 SQ. FT.)

DUKE POWER COMPANY  
(JAMES O. DAVIS, ETAL.)  
WA - 22  
BF - 86

CRESCENT RESOURCES, INC.  
SECTION 17  
REF. DWG. NO. L. WA. 17-H  
P. B. GE. PG. 172



W.S. NO. 000000305  
D.C. AND NO. 000000305  
DRAWN BY: JPH  
CHECKED BY: CJS 2-11-93

DUKE POWER COMPANY  
WATEREE DEVELOPMENT  
DUTCHMAN'S CREEK  
EASEMENT TO  
SOUTH CAROLINA HIGHWAY DEPT.  
LONGTOWN TOWNSHIP  
FAIRFIELD COUNTY, S.C.

SCALE: 1" = 100'  
BOOK 30, 576  
JANUARY 28, 1993  
WATEREE DWG. NO. 124



DUTCHMAN'S CREEK

PRESENT APPROXIMATE  
226.5 CONTOUR

LAKE WATeree

N 2722'00" E - 2.81'

SR. NO. 101

RD. R/W LIMIT

RD. R/W LIMIT

RD. R/W LIMIT

RD. R/W LIMIT

RD. R/W LIMIT

RD. R/W LIMIT

RD. R/W LIMIT

RD. R/W LIMIT

RD. R/W LIMIT

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RD. R/W LIMIT

RD. R/W LIMIT

RD. R/W LIMIT

RD. R/W LIMIT

RD. R/W LIMIT

RD. R/W LIMIT

RD. R/W LIMIT

S 3723'00" W - 1.14'  
N 61'50'00" W - 21.60'  
S 87'10'00" W - 66.00'  
S 87'10'00" W - 66.00'

S 87'10'00" W - 13.75'  
S 87'10'00" W - 30.00'  
S 87'10'00" W - 13.75'

N 02'50'24" W - 914.89'  
S 55'58'00" E - 16.60'  
N 81'70'00" E - 13.75'  
N 53'44'00" E - 18.24'  
S 02'50'00" E - 1108.88'

S 42'40'00" E - 13.75'  
N 87'00'00" E - 232.29'  
N 23'00'00" W - 459.42'  
RD. R/W LIMIT

N 2722'00" E - 2.81'

N 15'44'00" W - 13.75'

TO U.S. HWY. 21



Form 801 (Rev. 3-21-56)

The State of South Carolina

COUNTY OF Fairfield

Road No. S-101 Docket No. 20.335

Right of Way Easement

Approx. survey station, from (1) 590+00 to 603+65 Ft. to (2) 590+00 to 590+50 Lt.

ESTATE OF J.R.WHITAKER  
ROUTE # 1 BOX 151

KNOW ALL MEN BY THESE PRESENTS, That I (or we)

RIDGEWAY 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 Road S-151

to South East for 1.5 Miles Name of Place. Road S-101 Road No. S-101 State and

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, and the right to construct and maintain controlled access facilities to said highway.

Bounded by lands of (1) Duke Power Co. on North Mrs Margaret Dixon on South (2) Duke

Show only the Land Owners along the Highway.

Power Co. on North South (3) Duke Power Co. on North Mrs Margaret Dixon on South

Said right-of-way to have a width of 66 feet, that is 33 feet on each side of the center line of the Highway except where a greater width is necessary for short distances on account of large cuts or fills and drainage structures.

"Special Provisions:" This easement is executed with the provision that all buildings, fences, or other obstructions now located within the right of way herein conveyed, but outside the actual lines of construction, are not to be removed until such a time as the Highway Department may deem it necessary. The grantor, his heirs and assigns, hereby agrees not to erect obstructions within the limits of the right of way herein conveyed.

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 obstructions 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 29 day of April in the year of our Lord, One Thousand Nine Hundred and Sixty Three

Signed, sealed and delivered in the presence of:

S. W. White  
S. W. White

Moses Whitaker (L.S.)  
AN-HEIR and Agent in Possession

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 Fairfield

Personally appeared J.L. Dixon

and made oath that he saw the within named Moses Whitaker  
Print or Typewrite Name.

sign, seal and, as his act and deed, deliver the within written easement; and that he with S.W.White witnessed the execution thereof.

Sworn to before me this 29 day of April A. D., 1963

S. W. White (L. S.)  
Notary Public for S. C.

J. L. Dixon  
Witness sign here.

P+2

*Whitaker*  
5-27-63  
L

**The State of South Carolina**

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ Notary Public for S. C.

do hereby certify unto 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 State Highway Department, its 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 \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini, 19\_\_\_\_\_

Signature of Wife.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_\_

Notary Public for S. C. (L. S.)

**The State of South Carolina**

**MORTGAGE RELEASE**

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That I (or we) \_\_\_\_\_ do for certain valuable consideration release from the lien and operation of my (or our) mortgage the right-of-way conveyed by the within easement so that the said right-of-way shall be free and unaffected by said mortgage.

Witness our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION**

WHEREAS, This easement contains certain special provisions which are subject to rejection by the State Highway Department, and

WHEREAS, It is recommended to this Board that the special provisions be investigated and approved, therefore

BE IT RESOLVED by this Board of Condemnation that after its investigation it is satisfied that the easement with the special provisions should be accepted by the State Highway Department and the easement is approved for acceptance by the

State Highway Department this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Members of Board of Condemnation.

Form 801 (Rev. 3-21-58)

The State of South Carolina

COUNTY OF Fairfield

Road No. S-101 Docket No. 20.335

Right of Way Easement

(1) 590+00 to 603+65 Rt.

ESTATE OF J.R. WHITAKER

Approx. survey station, from (2) 590+00 to 590+50 Lt.

ROUTE # 1 BOX 151

KNOW ALL MEN BY THESE PRESENTS, That I (or we)

RIDGEWAY, 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 Road S-151

to South East for 1.5 Miles Name of Place. Road S-101 Road No. S-101 State and

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, and the right to construct and maintain controlled access facilities to said highway.

Bounded by lands of Duke Power Co on North: Mrs Margaret B. Dixon on South (2)

Show only the Land Owners along the Highway.

Duke Power Co. on North & South (3) Duke Power Co. on North Mrs Margaret B. Dixon on South

Said right-of-way to have a width of 66 feet, that is 33 feet on each side of the center line of the Highway except where a greater width is necessary for short distances on account of large cuts or fills and drainage structures.

"Special Provisions:" This easement is executed with the provision that all buildings, fences, or other obstructions now located within the right of way herein conveyed, but outside the actual lines of construction, are not to be removed until such a time as the Highway Department may deem it necessary. The grantor, his heirs and assigns, hereby agrees not to erect obstructions within the limits of the right of way herein conveyed.

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 obstructions 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 30 day of April in the year of our Lord, One Thousand Nine Hundred and Sixty Three

Signed, sealed and delivered in the presence of:

Fred K Hambricht  
S.W. White

Rev. J.L. Whitaker (L.S.)

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 Fairfield

Personally appeared Fred K. Hambricht

and made oath that he saw the within named Rev J.L. Whitaker  
Print or Typewrite Name.

sign, seal and, as he act and deed, deliver the within written easement; and that he with S.W. White witnessed the execution thereof.

Sworn to before me this 30

day of April A. D., 19 63

S.W. White (L.S.)  
Notary Public for S. C.

Fred K Hambricht  
Witness sign here.

**The State of South Carolina**

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ Notary Public for S. C.

do hereby certify unto 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 State Highway Department, its 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 \_\_\_\_\_ day of \_\_\_\_\_ Anno Domini, 19\_\_\_\_\_

Signature of Wife.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_\_

\_\_\_\_\_  
(L. S.)  
Notary Public for S. C.

**The State of South Carolina**

**MORTGAGE RELEASE**

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That I (or we) \_\_\_\_\_ do for certain valuable consideration release from the lien and operation of my (or our) mortgage the right-of-way conveyed by the within easement so that the said right-of-way shall be free and unaffected by said mortgage.

Witness our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION**

WHEREAS, This easement contains certain special provisions which are subject to rejection by the State Highway Department, and

WHEREAS, It is recommended to this Board that the special provisions be investigated and approved, therefore

BE IT RESOLVED by this Board of Condemnation that after its investigation it is satisfied that the easement with the special provisions should be accepted by the State Highway Department and the easement is approved for acceptance by the

State Highway Department this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Members of Board of Condemnation.

Form 801 (Rev. 3-21-56)

The State of South Carolina

COUNTY OF Fairfield

Road No. S-101 Docket No. 20.335

Right of Way Easement

Approx. survey station, from (1) 590+00 to 603+65 Ft.

ESTATE OF J.R. WHITAKER  
ROUTE # 1 BOX 151

(2) 594+50 to 603+65 Lt.  
KNOW ALL MEN BY THESE PRESENTS, That I (or we)

RIDGEWAY, 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 Road S-151

to South East for 1.5 Miles Name of Place. Road S-101 State and Route No.

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, and the right to construct and maintain controlled access facilities to said highway.

Bounded by lands of (1) Duke Power Company on North Mrs Margaret B. Dixon  
Show only the Laid Offiers along the Highway.

on South (2) Duke Power Company on North Mrs Margaret B. Dixon and others

(3) Duke Power Co. on North & South  
Said right-of-way to have a width of 66 feet, that is 33 feet on each side of the center line of the Highway except where a greater width is necessary for short distances on account of large cuts or fills and drainage structures.

"Special Provisions:" This easement is executed with the provision that all buildings, fences, or other obstructions now located within the right of way herein conveyed, but outside the actual lines of construction, are not to be removed until such a time as the Highway Department may deem it necessary. The grantor, his heirs and assigns, hereby agrees not to erect obstructions within the limits of the right of way herein conveyed.

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 obstructions 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 14th day of May in the year of our Lord, One Thousand Nine Hundred and Sixty Three

Signed, sealed and delivered in the presence of:



William Whitaker (L.S.)

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~~ NORTH CAROLINA

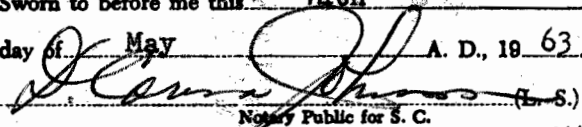
COUNTY OF Guilford

Personally appeared William Whitaker

~~subscribed and sworn to before me on this day~~ before me this day, and being duly sworn, acknowledged the execution of the foregoing instrument.

~~signed, sealed and delivered in the presence of~~ ~~with~~ ~~witnesses the execution thereof.~~

Sworn to before me this 14th day of May A. D., 19 63.

  
Notary Public for S. C.  
My Commission Expires August 23, 1964

Witness sign here.

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**The State of South Carolina**

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ Notary Public for S. C.

do hereby certify unto 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 State Highway Department, its 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 \_\_\_\_\_ day of \_\_\_\_\_

Anno Domini, 19\_\_\_\_\_

Signature of Wife.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_\_

(L. S.)

Notary Public for S. C.

**The State of South Carolina**

**MORTGAGE RELEASE**

COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That I (or we) \_\_\_\_\_ do for certain valuable consideration release from the lien and operation of my (or our) mortgage the right-of-way conveyed by the within easement so that the said right-of-way shall be free and unaffected by said mortgage.

Witness our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

In the presence of:

\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION**

WHEREAS, This easement contains certain special provisions which are subject to rejection by the State Highway Department, and

WHEREAS, It is recommended to this Board that the special provisions be investigated and approved, therefore

BE IT RESOLVED by this Board of Condemnation that after its investigation it is satisfied that the easement with the special provisions should be accepted by the State Highway Department and the easement is approved for acceptance by the

State Highway Department this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Members of Board of Condemnation.