

- 5819

STATE OF NORTH CAROLINA)
COUNTY OF BURKE)

THIS DEED, Made this 1st day of May, 1969
from DUKE POWER COMPANY, a corporation organized under the laws of the
State of North Carolina, hereinafter called "Grantor," to CRESCENT LAND
AND TIMBER CORP., a corporation organized under the laws of the State of
South Carolina, hereinafter called "Grantee;"

W I T N E S S E T H :

That the said Grantor, in consideration of the sum of One Hundred
(\$100.00) Dollars and other good and valuable considerations to it paid,
the receipt of which is hereby acknowledged, has bargained and sold and
by these presents does grant, bargain, sell and convey unto the said
Crescent Land and Timber Corp., its successors and assigns, all of those
certain tracts of land situate, lying and being in Burke
County, State of North Carolina, subject to certain rights, easements
and privileges herein reserved, said land being more particularly
described as follows:

BEING all of the property lying above elevation 995.0 feet above mean
sea level, U.S.G.S. datum, as described in the following deeds:

Duke Power Co. Parcel No.	Name of Grantor	Date of Deed	Recorded in Book	Page
R-1	W. P. Johnson	10- 8-25	D-5	559
R-2	J. S. Bradshaw & wife	10-12-25	D-5	548
R-3	E. A. Peutt & wife	10-15-25	D-5	539
R-4	John N. Baird & wife	4-15-22	T-4	136
R-5	R. C. Baird & wife	4-14-22	T-4	141
R-6	C. H. Burns & wife	4- 1-22	T-4	98
R-7	B. M. Chapman & wife	11-25-21	Q-4	490
R-8	Mary A. Clarke	12-16-20	Q-4	106
R-9	G. P. Curtis & wife	10-22-21	Q-4	458
R-11	S. J. Ervin & wife	3- 8-22	T-4	54
R-13	O. A. Childers, Comm.	10-10-21	Q-4	436
R-14	S. A. Kincaid, Comm.	12- 9-21	Q-4	505
R-16	J. K. Rader & wife	11-10-22	T-4	577
R-17	A. C. Avery, Comm.	5- 1-22	T-4	193
R-19	W. Herndon Arney & wife	9-12-24	D-5	237
R-20	R. C. Baird & wife	12-13-18	H-4	365

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<u>Duke Power Co.</u> <u>Parcel No.</u>	<u>Name of Grantor</u>	<u>Date of</u> <u>Deed</u>	<u>Recorded in</u>	
			<u>Book</u>	<u>Page</u>
R-21	R. C. Baird & wife	10-28-19	K-4	443
R-22	H. S. Benfield & wife	9-17-19	L-4	353
R-23	J. R. Benfield & wife	8- 6-19	K-4	442
R-24	W. J. Benfield & wife	7-28-19	L-4	178
R-25	Mrs. M. J. Benfield, et al.	8- 9-19	L-4	287
R-26	B. Jones Berry & wife	7- 3-19	L-4	146
R-27	C. S. Berry & wife	7-12-19	L-4	80
R-28	W. B. Berry, Comm.	11-16-22	T-4	573
R-30	F. D. Berry & wife	12-10-18	H-4	335
R-31	J. W. Berry & wife	7-12-19	L-4	78
R-33	P. E. Berry & wife	7-12-19	L-4	82
R-34	P. T. Berry, et al.	7-25-19	K-4	441
R-38	Julius A. Brown, et al.	1-17-19	H-4	409
R-39	Elijah Carswell, et al.	3-22-19	H-4	541
R-39	J. B. Carswell & wife	3-31-19	H-4	563
R-39	Luther Carswell & wife	3-29-19	H-4	547
R-39	R. W. Carswell & wife	4- 8-19	H-4	595
R-39	Elisha Carswell & wife	4- 7-19	H-4	592
R-39	J. F. Carswell & wife	11- 1-19	K-4	444
R-39	Jane P. Smith & husband	4- 1-19	H-4	566
R-39	Francis Smith & husband	4- 3-19	H-4	569
R-39	Walter W. Smith & wife	10- 7-20	Q-4	55
R-40	J. D. Cassels & wife	12- 9-18	H-4	339
R-41	D. A. Chapman, et al.	2-21-19	H-4	482
R-47	J. H. Coffee & wife	1-20-19	G-4	517
R-48	H. M. Connelly & wife	7- 2-23	V-4	363
R-49	D. A. Cook, et al.	1-26-22	T-4	3
R-49	Horace C. Cook, et al.	3- 3-22	T-4	44
R-49	Walter P. Cook & wife	1-25-22	T-4	61
R-49	W. F. Cook & wife	4- 9-23	V-4	84
R-49	Edgar Warlick, et al.	2-15-23	V-4	100
R-49	Thomas Williams & wife	4- 9-23	D-5	81
R-51	W. C. Cook & wife	2- 8-22	T-4	24
R-52	J. S. Corpening, et al.	12-10-18	H-4	343
R-54	Vance Crites & wife	3-30-25	F-5	514
R-57	H. S. Danner & wife	9-13-19	L-4	335
R-58	D. P. Dayvault & wife	11-13-18	H-4	329
R-59	Emma J. Deal	8-30-19	L-4	309
R-61	Max Decker, et al.	7-26-22	T-4	314
R-62	J. W. Duckworth & wife	12-27-18	H-4	372
R-63	W. L. Duckworth & wife	3-15-19	H-4	528
R-64	P. L. Ekard & wife	4-18-22	T-4	172
R-65	D. B. Moore & wife	12-12-18	H-4	332
R-69	W. A. Fowler & wife	3- 1-23	Y-4	160
R-70	T. R. Glass, Comm.	3-31-19	H-4	551
R-70	Mrs. H. A. Glass, et al.	1- 3-19	H-4	558
R-70	Frank Deal & wife	1- -19	K-4	27
R-70	James Johnson	1-13-19	K-4	28
R-70	Horace Goode, et al.	1-11-19	K-4	29

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<u>Duke Power Co.</u> <u>Parcel No.</u>	<u>Name of Grantor</u>	<u>Date of</u> <u>Deed</u>	<u>Recorded in</u> <u>Book</u>	<u>Page</u>
R-70	Dysart Glass, et al.	2-10-19	K-4	30
R-71	J. W. Glass & wife	1-11-19	H-4	415
R-72	Z. B. Glazebrook & wife	12- 9-18	H-4	326
R-73	J. A. Goode & wife	12-18-18	H-4	368
R-74	G. M. Goodnight & wife	12- 2-19	L-4	333
R-75	T. N. Hallyburton, et al.	1-22-19	H-4	424
R-86	Mattie E. Hoffman, et al.	4- 1-19	L-4	41
R-86	Annie Lee Hoffman	9- 3-19	L-4	297
R-87	H. P. Holler & wife	2-18-19	H-4	467
R-87	W. R. Holler & wife	2-18-19	H-4	461
R-87	Cathrine Holler	2-18-19	H-4	480
R-90	A. A. Hudson & wife	9-12-22	T-4	439
R-91	E. J. Hudson & wife	3-22-24	D-5	118
R-92	E. J. Hudson, et al.	9-12-22	T-4	434
R-93	R. L. Huffman, Comm.	6- 4-24	D-5	193
R-94	Calvin J. Icard & wife	7-27-22	T-4	317
R-132	J. W. Wilson	2- 8-22	T-4	21
R- 95	W. O. Johnson & wife	3-15-19	H-4	522
R-98	M. C. Jordan & wife	12- 9-18	H-4	378
R-98	Robert A. Jordan & wife	12-10-18	H-4	390
R-107	W. M. McGalliard, et al.	12- 9-18	H-4	348
R-111	Pinkney A. Morgan	9-18-24	D-5	249
R-112	R. D. Morgan & wife	3-21-23	Y-4	236
R-113	R. L. Mull	9-29-22	T-4	486
R-114	J. A. Mitchell & wife	7-26-19	L-4	289
R-116	J. M. Poteet & wife	1-21-19	G-4	516
R-117	Mark Poteet, et al.	8-25-19	L-4	316
R-118	J. L. Settlemyre & wife	4-27-22	T-4	190
R-119	A. T. Seitz & wife	7-24-19	L-4	149
R-121	Henry P. Shuford & wife	7-12-19	L-4	85
R-122	R. B. Moore, et al.	5-17-23	V-4	311
R-123	Vernon Sipe & wife	6-23-19	L-4	65
R-126	Zeb Smith & wife	1-19-20	L-4	371
R-128	E. H. Tilly & wife	3-25-19	H-4	544
R-128	Mrs. M. V. Hogan, et al.	4-28-19	L-4	61
R-128	Mattie E. Hoffman, et al.	3-25-19	L-4	46
R-129	J. C. Tomlinson & wife	2-16-22	T-4	31
R-131	W. R. Weir & wife	10-10-18	G-4	365
R-133	L. W. Wilson & wife	10-10-22	Y-4	100
R-132	J. W. Wilson	2- 8-22	T-4	21
R-134	W. A. Wortman & wife	6-23-19	L-4	141
R-137	C. A. Berry, Comm.	11-19-21	Q-4	496
R-139	F. P. Gilliam & wife	1-28-26	L-5	179
R-142	Mary E. Martin	1-23-23	Y-4	31
R-143	Rhodhiss Mills Co.	12-31-24	L-5	219
R-167	G. F. Turner, et al.	9-11-52	119	158
R-168	D. M. Walker & wife	2- 5-53	119	369
R-170	A. Leon Butler & wife	12- 2-54	146	60
R-171	Manion R. Poteet & wife	8-30-56	155	494
R-172	A. Leon Butler & wife	6-23-56	164	117
R-173	A. Leon Butler & wife	7- 2-62	225	586

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<u>Duke Power Co.</u> <u>Parcel No.</u>	<u>Name of Grantor</u>	<u>Date of</u> <u>Deed</u>	<u>Recorded in</u> <u>Book</u>	<u>Page</u>
R-174	A. Leon Butler & wife	11- 2-62	231	490
R-175	J. D. Alexander & wife	2-10-23	Y-4	89
R-176	R. L. Berry & wife	7-16-23	B-5	332
R-177	W. B. Berry & wife	4- 3-23	V-4	228
R-178	Gertrude Boger	2- 5-23	Y-4	74
R-179	J. H. Dale & wife	2- 6-23	Y-4	77
R-180	J. L. Duckworth & wife	2-10-23	Y-4	97
R-180	E. W. Phifer, et al.	3-19-23	V-4	197
R-181	J. C. McDowell, et al.	2-12-23	V-4	85
R-182	R. F. Goodson, et al.	2- 6-23	Y-4	70
R-183	O. B. Lackey & wife	3-24-23	Y-4	242
R-184	Mary J. Perkins	2-10-23	Y-4	90
R-185	E. W. Phifer & wife	2- 5-23	Y-4	75
R-186	S. E. Presnell, et al.	2-10-23	V-4	126
R-187	U. A. Rhyne & wife	2- 7-23	Y-4	81
R-188	J. F. Spainhour & wife	3-14-23	Y-4	232
R-189	W. S. Whisenant & wife	2- 8-23	Y-4	71
R-189	Annie McD. Walton	2-20-23	V-4	234
R-190	Frank McDowell & wife	6-24-18	H-4	103
R-191	W. W. James & wife	6-29-18	G-4	238
R-192	S. S. Walls	7-25-18	G-4	270
R-193	W. F. Hallyburton & wife	8- 9-18	G-4	291
R-194	Jennie Roderick, et al.	8-10-18	H-4	221
R-195	S. J. Ervin & wife	5-25-18	H-4	85
R-196	T. W. Keller & wife	11- 3-19	L-4	351
R-197	W. T. Brittain & wife	11- 1-19	L-4	349
R-198	Lawson Harbison	4- 6-22	T-4	130
R-199	Ella E. Hood	9- 5-24	D-5	233
R-200	Bessie J. Arney	8- 7-22	T-4	362
R-201	Elizabeth C. McDowell	3-14-23	V-4	178
R-202	J. C. McDowell & wife	2-15-23	V-4	104
R-203	Margaret E. McDowell	3-14-23	V-4	181
R-204	Margaret M. Newland	3-14-23	V-4	201
R-205	H. M. Kent & wife	12-20-24	F-5	279
R-206	J. E. Lackey	9-22-25	D-5	531
R-207	Robert Farr	4- 2-25	F-5	523
R-208	J. D. Brinkley & wife	9- 9-65	271	641

There is excepted from this conveyance the following tracts of land:

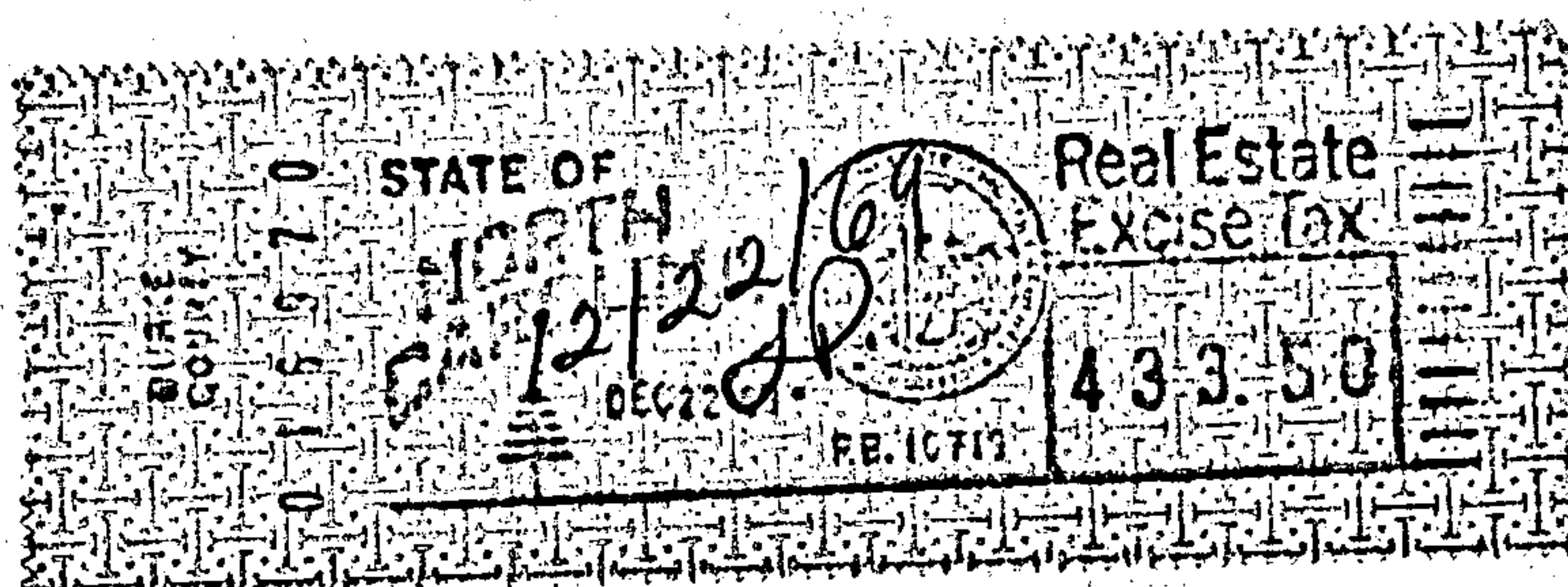
- (1) 3.00 acres contained in the Huffman Bridge Recreation Access Area
- (2) 1.50 acres contained in the Johns River Recreation Access Area

There is reserved from this conveyance the following rights of way:

- (1) Longview - Miller Hill, 68 ft. wide
- (2) Longview - Rhodhiss, 68 ft. wide

The exceptions and reservations set out above are shown on maps on file in the offices of Duke Power Company in Charlotte, North Carolina.

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The Grantor, Duke Power Company, reserves from this conveyance the following rights, privileges and easements:

The right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of the Catawba River and its tributaries in, over, upon, through or away from said land up to the contour at elevation 1005 feet above mean sea level, U.S.G.S. datum, in connection with, as a part of, or incident to the operation, maintenance, repair, altering, construction or replacing of a dam and electric power plant on the Catawba River; together with the right at any time and from time to time to clear a portion of said land up to 1005.0 feet above mean sea level, U.S.G.S. datum, of trees, underbrush, and other growth and to drain and otherwise use said portion of said land in any manner and to any extent up to 1005.0 feet above mean sea level, U.S.G.S. datum, which the Power Company finds necessary or desirable in connection with the maintenance, operation, construction or reconstruction of the said dam and power plant and the reservoir or lake created by same; and for the purpose of exercising the rights herein reserved, the Power Company reserves the right of ingress and egress over the land hereinabove described, such right to be over such roads as are now or as hereafter may be on said land, and in case there is no road on the land which is suitable for ingress and egress by the Power Company, the Power Company will have ingress and egress over the lands herein conveyed to the edge of the water for the purpose of exercising the rights herein reserved.

The Grantor, Duke Power Company, reserves from this conveyance the following rights, privileges and easements in, through and over the exceptions for right of way set out above:

- A. The right to erect, construct, reconstruct, replace, maintain and use towers, poles, wires, lines, cables and all necessary and proper foundations, footings, crossarms, and other appliances and fixtures for the purpose of transmitting electric power and for Grantor's communication purposes, together with a right of way.
- B. (1) The right at any time to clear said exceptions and keep said exceptions clear of any or all structures, trees, fire hazards or other objects of any nature; (2) the right at any time to make relocations, changes, renewals, substitutions and additions on or to said structures within said exceptions; (3) the right from time to time to trim, fell and clear away any trees on the property of the Grantor outside of said exceptions which now or hereafter may be a hazard to said towers, poles, wires, cables or other apparatus or appliances by reason of the danger of falling thereon; (4) the right of ingress to and egress from said exceptions over and across the other lands conveyed in fee above by means of existing roads and lanes thereon, adjacent thereto, or crossing said exceptions, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee; provided, that such right of ingress and egress shall not extend to any portion of said lands which is separated from said exceptions by any public road or highway, now crossing or hereafter crossing said lands.

It is understood and agreed between the parties hereto that (1) if streets, roads, water lines or sewer lines are constructed across said exceptions, they shall be at an angle of more than forty-five degrees between the center line of said streets, roads, water lines or sewer lines and the center line of said exceptions and shall be more than 20 feet from any structures placed upon said exceptions by Grantor, and the outside limit of any cut or fill shall be more than 20 feet from said structures; (2) any fences upon said exceptions shall be safely removed from structures of the Grantor; (3) no wells shall be dug on said exceptions; (4) no septic tanks, absorption pits or underground storage tanks shall be placed on said exceptions; (5) said exceptions shall not be used for burial grounds; (6) Grantor's facilities shall in no way be interfered with or endangered by the Grantee or Grantee's successors or assigns; (7) all trees which Grantor is authorized to cut by this agreement shall be the property of Duke Power Company; (8) Grantor will repair any actual damage it shall do to Grantee's private lanes, roads or crops and will reimburse Grantee for any actual damage which is caused by the exercise of the right of ingress or egress.

The rights, privileges and easements herein reserved and herein-before referred to shall be binding upon and shall inure to the Grantor, its successors and assigns, provided that the failure of the Power Company, its successors or assigns, to exercise any of the rights herein reserved shall not be construed as a waiver or abandonment of the rights thereafter at any time and from time to time to exercise any or all of same.

TO HAVE AND TO HOLD, the aforesaid certain tracts of land and all privileges and appurtenances thereto belonging, except for the reservations, privileges and easements reserved, to the said Crescent Land and Timber Corp., its successors and assigns, to their only use and behoof forever.

And the said Grantor, for itself, its successors and assigns, covenants with the said Grantee, its successors and assigns, that it is seized of said premises in fee and has right to convey the same in fee simple; that the same is free and clear from all encumbrances, and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever, except for the rights, privileges, easements and reservations above described.

IN TESTIMONY WHEREOF, the Grantor to these presents has caused this instrument to be executed by its duly authorized officials, this the day and year first above written.

ATTEST:

DUKE POWER COMPANY

By

B. B. Parker
Exec. Vice President

Signed, Sealed and Delivered
in the Presence of:

John H. White

Elizabeth P. Meyer

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STATE OF NORTH CAROLINA)
COUNTY OF ^{ROWAN} MECKLENBURG)

I, Phyllis C. Cobb, a Notary Public for
the above State and County, hereby certify that Jas. S. Sessa
personally came before me this day and acknowledged that he is Asst.
Secretary of DUKE POWER COMPANY, a corporation, and that by authority duly
given and as the act of said corporation, the foregoing and annexed
instrument was signed in its name by B. B. Parker, its
Exec. Vice President, sealed with its corporate seal and attested
by himself as its Asst. Secretary.

WITNESS my hand and official seal, this the 17th day of
December, 1969.

Phyllis C. Cobb
Notary Public

My Commission Expires: MARCH 10, 1971

STATE OF NORTH CAROLINA-BURKE COUNTY

^{ROWAN} The foregoing certificate of Phyllis C. Cobb, N.P. of
Mecklenburg Co., N. P. of said County is adjudged
to be correct. Let the instrument with its certificates, be regis-
tered. This 22 day of December 1969.
Lucy Phillips, Deputy Register of Deeds

for registration 22 day
of Dec. 1969 at 1
o'clock P. M. and registered
in the office of the Register
of Deeds for Burke County
Book 351 Page 236
this 22 day of Dec. 1969
Boger M. Dimsey
Register of Deeds, Burke County