

---

TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF PICKENS

GRANTEES ADDRESS: 174 CAROLINA BLUEBIRD LOOP ARDEN, NC 28704

TMS#: 4152-00-14-9585

---

KNOW ALL MEN BY THESE PRESENTS, that

**STEVE DURHAM** in consideration of **Eighty One Thousand and No/100ths (\$81,000.00) DOLLARS**, the receipt of which is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto:

**WILLIAM JAY SMITH AND SHANNON G. SMITH**, as Joint Tenants with Rights to Survivorship and not as Tenants in Common;

All that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Pickens, being shown and delineated on plat entitled Survey for Steve Durham, dated September 21, 2017 and recorded in Plat Book 007 at Page 43, Pickens County ROD. Reference is hereby made to said plat for a more complete description by metes and bounds.

This being the same property conveyed to Steve Durham by deed of Leon Crenshaw as Personal Representative of the Estate of Faye W. Crenshaw, recorded June 5, 2015 in Deed Book 1688 at Page 193, Spartanburg County ROD.

Tax Map #: 4152-00-14-9585

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining, to have and to hold all and singular the premises before mentioned unto the grantee (s), and the grantee's (s) heirs or successors and assigns, forever. And, the grantor (s) do (es) hereby bind the grantor(s) and the grantor's (s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's (s) heirs or successors against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's (s') hand (s) and seal (s) this the 20<sup>th</sup> day of March, 2018.

SIGNED, sealed and delivered  
in the presence of:

Curt Brund  
Witness  
Kate G Ridgeway  
Witness

Steve Durham  
STEVE DURHAM

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF GREENVILLE )

ACKNOWLEDGEMENT

I, Kate G. Ridgeway a Notary Public of the County and State  
aforesaid, certify that the Grantor(s), personally appeared before me this day and acknowledged  
the execution of the foregoing instrument.

Witness my hand and official stamp this 20<sup>th</sup> day of March, 2018.

Kate G Ridgeway  
Notary Public for South Carolina  
My commission expires: 3/14/21



EASEMENT

SOUTH CAROLINA  
PICKENS COUNTY

Return To: Duke Energy Carolinas, LLC  
Anderson Operation Center  
ATTN: Kaileen K.  
1636 Pearman Dairy Rd.  
Anderson, SC 29625

THIS EASEMENT ("Easement") is made this 15 day of February, 2019 ("Effective Date") WILLIAM JAY SMITH and SHANNON G. SMITH ("GRANTOR," whether one or more), to DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in the County of Pickens, State of South Carolina, described as follows: Tax Identification Number 4152-00-14-9585, containing 19.81 acres of land, more or less, as described in that certain Deed from Steve Durham to William Jay Smith and Shannon G. Smith, as joint tenants with rights of survivorship and not as tenants in common, dated April 2, 2018, recorded in Deed Book 1942, at page 217, and as described on a survey plat entitled, "Steve Durham", prepared by C.E. Shehan Surveying, No. CO1193, dated September 21, 2017 and recorded April 2, 2018 in Plat Book 607 at page 43, recorded in the Register of Deeds Office of Pickens County, South Carolina. (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, guy wires, anchors, and other appurtenant apparatus and equipment (the "Facilities") within an easement area being thirty (30) feet wide (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; (d) to install guy wires and anchors extending beyond the limits of the Easement Area; and (e) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-referenced land of GRANTOR and/or where needed to serve adjoining lands, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

[Signature]  
(Witness #1 Signature)

[Signature]  
WILLIAM JAY SMITH (SEAL)

[Signature]  
(Witness #2 Signature)

[Signature]  
SHANNON G. SMITH (SEAL)

<sup>my</sup>  
North Carolina  
SOUTH CAROLINA, COUNTY OF Transylvania

I, Martha M Johnson a Notary Public of the County of Henderson,  
<sup>North Carolina</sup>  
~~South Carolina~~, certify that William Jay Smith and Shannon G. Smith, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT on behalf of the limited liability company.

Witness my hand and notarial seal, this 18 day of February, 2019.

Martha M Johnson  
Martha M Johnson  
Notary Public

My commission expires: 10/30/2022

My Commission Expires - October 30, 2022

STATE OF SOUTH CAROLINA)

COUNTY OF PICKENS)

**AFFIDAVIT FOR EXEMPT TRANSFERS**

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located at Crenshaw Rd, Sunset bearing County Tax Map Number 4152-00-14-9585, was transferred by William Jay Smith & Shannon G. Smith to Duke Energy Carolinas, LLC on February 15, 2019

3. The deed is exempt from the deed recording fee because (See Information section of affidavit): # 1

If exempt under exemption # 14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No X

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Land Representative for Duke Energy Carolinas, LLC

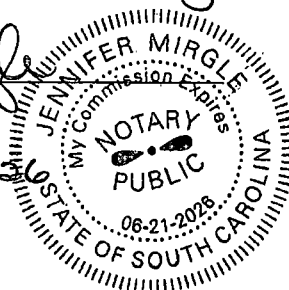
5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

[Signature]  
Duke Energy Carolinas, LLC  
Jaileen Kawanesicayuga  
Print or Type Name Here

SWORN to before me this 5 day of February 2019

Jennifer Mirgl  
Notary Public for South Carolina

My Commission Expires: 6/21/2026



## INFORMATION

Except as provided in this paragraph, the term "value" means the consideration paid or to be paid in money or money's worth for the realty. Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, value means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

### **Exempted from the fee are deeds:**

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A family partnership is a partnership whose partners are all members of the same family. A family trust is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. A family means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A charitable entity means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.