EXHIBIT A

ELECTRONICALLY FILED - 2022 Feb 18 2:07 PM - GREENWOOD - COMMON PLEAS - CASE#2020CP2401034

STATE OF SOUTH CAROLINA COUNTY OF GREENWOOD	IN THE COURT OF COMMON PLEAS EIGHTH JUDICIAL CIRCUIT
DUKE ENERGY CAROLINAS, LLC, Plaintiff, v. TOWN OF NINETY SIX AND BRUCE WERTS, INDIVIDUALLY AND D/B/A WERTS TREE SERVICE, Defendants, with Town of Ninety Six Third-Party Plaintiff, v. BRUCE WERTS, INDIVIDUALLY AND D/B/A WERTS TREE SERVICE, Third-Party Defendant	C.A. No.:2020-CP-24-01034 **AMENDED COMPLAINT** **(NON-JURY TRIAL DEMANDED)**

Plaintiff, Duke Energy Carolinas, LLC ("Duke Energy"), complaining of Defendants, the Town of Ninety Six, South Carolina (the "Town") and Bruce Werts, individually and d/b/a Werts Tree Service ("Werts") (Town and Werts collectively, the "Defendants"), would respectfully allege and show to the Court as follows:

1. Duke Energy is a limited liability company duly organized and existing under the laws of the State of North Carolina and is fully authorized and empowered to transact and carry on its business in the State of South Carolina, including Greenwood County. As it relates to the matters alleged in this Complaint, Duke Energy acquired its rights in the Duke Energy right-of-way (the "ROW") from Duke Energy's predecessor, Duke Power Company ("Duke Power").

2. The Town is a municipality of South Carolina, and may be served by service upon its Town Attorney, Doug L. Bell, at Post Office Box 1547, Greenwood, South Carolina 29648.

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3. Upon information and belief, the Town is the owner of the property that is the subject of this action, located in Greenwood County, South Carolina, at or near 109 Sirrine Street, Ninety Six, South Carolina 29666 (the "Property"). The Town acquired the Property by virtue of a deed from Vintage Building Products, LLC, filed on March 1, 2010, with the Greenwood County Clerk of Court, at Deed Book 1198, Page 321. The Town's Deed is attached hereto as **Exhibit A**.

4. Duke Energy owns its ROW, which is sixty-eight (68) feet wide, extending thirty-four (34) feet on each side of the centerline across the Property, by virtue of a recorded right-of-way agreement ("ROW Agreement") entered into by and between Duke Power, and the Town's predecessor-in-interest, Greenwood Mills.

5. The ROW Agreement was duly recorded with the Greenwood County Register of Deeds at Book 237, Page 358 on February 22, 1973. A true and accurate copy of the ROW Agreement is attached as **Exhibit B**. The pertinent portion of the ROW Agreement grants Duke Energy the following rights:

> 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 . . . together with a right of way, on, along and in all of a strip of land lying and being in [Greenwood County] and being 68 feet wide extending 34 feet on each side of a survey line which has been marked on the ground and is approximately 8,932.2 feet long and lies across the land of the Grantor . . . .
>
> Grantor reserves all other rights to said strip of land not inconsistent with the rights and easements above set out, except that Grantor agrees that . . . (6) **Grantee's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's successors or assigns.**

(emphasis added).

6. In accordance with the ROW Agreement, Duke Energy operates and maintains a 44,000 volt (44kV) electric transmission line across the Property (the "Line"), which serves Duke

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Energy customers, both residential and commercial, in the area. The Line is part of the regional grid and thus demands the highest level of reliability and in-service availability.

7. Upon information and belief, on or about October 31, 2018, the Town and Werts entered into a contract to perform construction services on the Property, including but not limited to, decommissioning an earthen dam and clearing, grubbing, and grading a site on the Property. The Town owes a non-delegable duty to Duke Energy with respect to Duke Energy's ROW and facilities and is liable for the actions of any person or entity performing work on its behalf on, in, or around Duke Energy's ROW and equipment regardless of that person or entity's status as an employee, independent contractor, or otherwise. Alternatively, the Town exercised such control over the manner and means of the doing of the work that Werts was performing for the Town that Werts was a servant of the Town and the Town is vicariously liable for Wert's act and omissions. However, because the Town's responsive pleadings make clear that it places liability for damage to Duke Energy's ROW and facilities on Werts, Duke Energy now brings this action against Werts as well as the Town.

8. Upon information and belief, thereafter, without permission or consent from Duke Energy, the Town, through Werts, graded, excavated, and/or performed other site work in and around the wires and pole supporting the Line within the ROW in violation of Duke Energy's rights. Duke Energy discovered this unauthorized work in April 2019.

9. Upon information and belief, the Town has plans to do additional work of this type in the vicinity of Duke Energy's facilities.

10. The unauthorized work performed by Werts on behalf of the Town violates the clear language of the ROW, as it interferes with and endangers Duke Energy's facilities associated

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with the Line and presents an impediment to Duke Energy's use of its ROW and its ability to operate in a safe, effective, and timely manner.

11. The unauthorized work performed by Werts on behalf of the Town presents a risk to the physical integrity of the Line itself; presents a safety hazard to the public, including the employees and residents of the Town who may access the areas within the ROW; and presents a reliability issue affecting Duke Energy's ability to provide power to its customers.

12. The work performed by Werts on behalf of the Town poses a significant safety risk to personnel of Duke Energy and its contractors, who may be called upon to perform maintenance or repair work in the ROW in either normal maintenance or emergency situations. In order to maintain and repair a transmission line of this size and type, electric utilities utilize heavy equipment, including high-reach bucket trucks, cranes, heavy line trucks, etc., which require significant staging areas. Access to conductors requires this type of equipment to be staged between the conductors and along the edge of the ROW. The work performed by Werts on behalf of the Town on the Property interferes with Duke Energy's ability to operate its equipment in a safe, effective, and timely manner.

13. The National Electrical Safety Code ("NESC") is the nationwide standard of accepted good engineering practices for electric utilities. The State of South Carolina has adopted Part 2 of the NESC "as minimum standards of accepted good engineering practice" for electric utilities, including Duke Energy. S.C. Code Ann. Regs. 103-361. The South Carolina Public Service Commission has also recognized that Part 2 of the NESC is an acceptable reference. S.C. Code Ann. Regs. 103-362. The purpose of Part 2 of the NESC is "the practical safeguarding of persons during the installation, operation, or maintenance of overhead supply and communication lines and their associated equipment." Rule 200, 2017 NESC. Therefore, as a matter of electrical

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utility operation, maintenance, and safety, the grading and excavation work in and around the Duke Energy facilities associated with the Line must be remediated immediately in a fashion that ensures that there are no NESC violations.

14. Duke Energy desires, in its discretion, to remediate the damage to the ROW caused by the unauthorized work performed by Werts on behalf of the Town, as appropriate, and perform other maintenance work in and near the ROW in accordance with its rights under the ROW Agreement. While Duke Energy currently only seeks relief related to the grading, excavation, and site work performed by Werts on behalf of the Town in this action, it fully reserves all other rights that it has under the ROW Agreement, and reserves the right to amend the Complaint in this action and/or to bring another action in the future to assert additional or different claims and seek additional or different relief related to the ROW Agreement and/or Defendants' actions.

15. Duke Energy has been in contact with the Town and its representatives on multiple occasions in an effort to have the Town either remediate the ROW violations or reimburse Duke Energy for the costs to remediate. However, the ROW violations have not been remediated by the Town, nor has the Town agreed to reimburse Duke Energy for the costs to remediate, and the violations continue to pose a serious threat to the Line in violation of Duke Energy's rights.

FOR A FIRST CAUSE OF ACTION
(Permanent Injunction)

16. The allegations contained in Paragraphs 1 through 15 of the Complaint are incorporated herein by reference.

17. Duke Energy is immediately and irreparably harmed by the work performed by Defendants in Duke Energy's ROW in that Duke Energy's ability to protect the safety of the public, provide reliable electrical service to the public, and properly and safely maintain its transmission lines is threatened. Duke Energy has no adequate remedy at law.

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18. Accordingly, Duke Energy is entitled, pursuant to Rule 65, SCRCP, to the entry of an order for permanent injunctive relief:

a. prohibiting Defendants, or anyone acting on their behalf, from further interfering with Duke Energy's ability to protect the safety of the public, provide reliable electrical service to the public, and properly and safely maintain its transmission lines; and

b. requiring the Town and/or Werts to immediately remediate the violations of the ROW Agreement related to the unauthorized, improper excavation and grading work.

FOR A SECOND CAUSE OF ACTION
(Declaratory Judgment)

19. Duke Energy incorporates the previous, relevant portions of this Complaint as if set forth verbatim herein.

20. This action is brought pursuant to Rule 57, SCRCP, and S.C. Code Ann. § 15-53-10, *et seq.*, known as the Uniform Declaratory Judgments Act.

21. In accordance with S.C. Code Ann. § 15-53-80, all persons who have or claim any interest that would be affected by the declaration have been made parties to this action.

22. There is an actual controversy between the parties such that a declaration of the parties' respective rights and/or obligations is appropriate pursuant to S.C. Code Ann. § 15-53-10, *et seq.*

23. Duke Energy seeks an order from this Court determining that the unauthorized, improper excavation and grading work performed by Werts on behalf of the Town violates the terms of the ROW Agreement, validly recorded in the Town's chain of title, that Duke Energy shall have unimpeded access to the entirety of the ROW, and that, to the extent that the Town

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and/or Werts fail or refuse to immediately remediate the unauthorized, improper excavation and grading work, Duke Energy may do so at the Town's and/or Werts's sole cost and expense.

FOR A THIRD CAUSE OF ACTION
(Negligence)

24. Duke Energy incorporates the previous, relevant portions of this Complaint as if set forth verbatim herein.

25. Defendants were negligent: (1) in their failure to obtain the appropriate consent from Duke Energy before performing, or allowing the performance of, the grading, excavating, and/or other site work in and around the wires and pole supporting the Line; and (2) by performing work that presents a risk to the physical integrity of the Line itself, a safety hazard to the public, including the employees and residents of the Town who may access the areas within the ROW, and a reliability issue affecting Duke Energy's ability to provide power to its customers. Further, the Town was negligent in employing and/or hiring Werts to perform the work and/or in failing to instruct, control, or supervise Wert's performance of the work. As will be explored in discovery, the Town may also have been negligent in failing to warn Werts about the presence of the ROW and the need to protect Duke Energy's facilities in the ROW.

26. Defendants owed a duty to Duke Energy to exercise reasonable care not only by obtaining the appropriate consent from Duke Energy before entering onto its ROW, but also by performing grading, excavation, and/or other work that does not present a risk to the physical integrity of the Line itself, a safety hazard to the public, including the employees and residents of the Town who may access the areas within the ROW, and a reliability issue affecting Duke Energy's ability to provide power to its customers.

27. Defendants breached their duty to Duke Energy by failing to obtain the appropriate consent from Duke Energy and by performing work in such a manner that presents a risk to the

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physical integrity of the Line itself, a safety hazard to the public, including the employees and residents of the Town who may access the areas within the ROW, and a reliability issue affecting Duke Energy's ability to provide power to its customers.

28. Defendant's breach of duty was the actual and proximate cause of Duke Energy's damages.

29. Duke Energy's cost to repair the unauthorized and improper work performed by Werts on behalf of the Town is approximately Seventy Thousand Two Hundred and Twenty-Five and 00/100 dollars ($70,225), but may increase.

FOR A FOURTH CAUSE OF ACTION
(Trespass)

30. Duke Energy incorporates the previous, relevant portions of this Complaint as if set forth verbatim herein.

31. Duke Energy owns a ROW over the Property pursuant to the ROW Agreement.

32. Werts, on behalf of the Town, entered into the ROW without permission from Duke Energy and performed grading, excavation, and/or other work within the ROW, causing damage to the Line and its associated facilities.

33. Werts, on behalf of the Town, therefore, has trespassed on Duke Energy's property and caused unsafe conditions thereon, which persist within the ROW.

34. As a direct and proximate result of Werts's trespass on Duke Energy's property, Duke Energy has suffered, and continues to suffer, damages.

35. Because Werts's trespass was willful, wanton, reckless, and intentional, Duke Energy is also entitled to punitive damages.

36. As a result of Defendants' unauthorized actions with respect to the Line and the associated facilities, Duke Energy is entitled to recover the cost to repair and remediate the Line

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and the associated facilities in the amount of Seventy Thousand Two Hundred and Twenty-Five and 00/100 dollars ($70,225), which damages may increase, as well as punitive damages, costs, and interest.

37. Due to the nature of the Town's non-delegable duty to Duke Energy, both Defendants are liable for the actions of Werts pursuant to this cause of action.

FOR A FIFTH CAUSE OF ACTION IN THE ALTERNATIVE
(Conversion)

38. Duke Energy incorporates the previous, relevant portions of this Complaint as if set forth verbatim herein.

39. To the extent that the Line and Duke Energy's facilities associated therewith constitute personal property as opposed to real property, Duke Energy asserts this cause of action for conversion.

40. Werts, on behalf of the Town, entered into the ROW without permission from Duke Energy and performed grading, excavation, and/or other work within the ROW, causing damage to the Line and its associated facilities, which Werts was not entitled to do.

41. Duke Energy's Line and associated facilities remain damaged as a result of Defendants' actions.

42. As a result of Defendants' unauthorized actions with respect to the Line and the associated facilities, Duke Energy is entitled to recover the cost to repair and remediate the Line and the associated facilities in the amount of Seventy Thousand Two Hundred and Twenty-Five and 00/100 dollars ($70,225), which damages may increase, as well as punitive damages, costs, and interest.

43. Due to the nature of the Town's non-delegable duty to Duke Energy, both Defendants are liable for the actions of Werts pursuant to this cause of action.

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WHEREFORE, Plaintiff demands and prays as follows:

a. For a judgment against Defendants for actual, consequential, and incidental damages, and punitive and/or exemplary damages to be determined by the Court, and for prejudgment or post-judgment interest on its damages;

b. For an order from the Court for permanent injunctive relief in favor of Duke Energy, and against Defendants, prohibiting Defendants, or anyone acting on their behalf, from further interfering with Duke Energy's ability to protect the safety of the public, provide reliable electrical service to the public, and properly and safely maintain its transmission lines;

c. For an order from the Court in favor of Duke Energy, and against Defendants, requiring Werts and/or the Town to remediate the unauthorized, improper excavation and grading work within thirty (30) days after receipt of written notice of the entry of an order from the Court requiring it to do so;

d. That the Court, if Defendants fail to remediate the unauthorized, improper excavation and grading work within thirty (30) days after receipt of written notice of the entry of an order from the Court requiring it to do so, enter an order in favor of Duke Energy, and against Defendants, granting permission for Duke Energy, and any and all other persons acting on its behalf, to enter the Property at any time thereafter, and without prior notice to the Town or further action of the Court, to remediate the unauthorized, improper excavation and grading work and award Duke Energy a monetary judgment in its favor and against the Town and/or Werts for all expenses, including attorneys' fees, incurred by Duke Energy as a result of any such remediation work;

e. That Duke Energy have and recover from the Town its attorneys' fees and costs as permitted by law;

f. That the costs of this action be taxed against the Town; and

g. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

_____

Joshua D. Spencer, S.C. Bar No. 74782
ONE North Main Street, 2nd Floor
Greenville, South Carolina 29601
Phone: (864) 240-3200
Fax: (864) 240-3300

Attorneys for Plaintiff, Duke Energy Carolinas, LLC

February_____, 2022
Greenville, South Carolina

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201000001306
M P P H R

EXHIBIT A

201000001306 EXEMPT
INGRAM MOON
COUNTY CLERK
GREENWOOD COUNTY SC
03-01-2010 02:58 pm.
REC FEE: 10.00

Prepared by: McDonald Patrick Poston Hemphill & Roper, LLC
414 Main Street, P. O. Box 1547, Greenwood, SC 29648

STATE OF SOUTH CAROLINA

COUNTY OF GREENWOOD

DEED
Corporation or Partnership

Instrument 201000001306
Book 1198 Page 321

KNOW ALL MEN BY THESE PRESENTS, that **VINTAGE BUILDING PRODUCTS, LLC**, (hereinafter called "Grantor") for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and in dissolution of the Corporation, to it in hand paid at and before the sealing of these presents by **TOWN OF NINETY SIX, SOUTH CAROLINA,** (hereinafter called "Grantee") the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Grantee, its successors and assigns:

SEE ATTACHED EXHIBIT "A"

Grantee's Address: 120 W. Main Street, Ninety Six, SC 29666

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

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 Grantee, its successors and assigns forever.

And the Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns against it and its successors and assigns, or to claim the same, or any part thereof.

6895-325-267
6895-345-200
6895-375-184
6895-396-221
6895-411-230

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Any reference in this instrument to the plural shall include the singular, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its undersigned officer(s) or partner(s) and its seal to be hereto affixed.

DATE: February 26, 2010.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

VINTAGE BUILDING PRODUCTS, LLC

By:
Print & Title: MARY ELIZABETH HOFF
PRESIDENT

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF GREENWOOD

PERSONALLY appeared before me the undersigned witness who, being first duly sworn, says that (s)he saw the within-named Grantor Vintage Building Products, LLC, sign, seal, and deliver the within Deed; and that (s)he with the other witness whose signature appears above, witnessed the execution thereof.

Witness

Sworn to before me this 26
day of February, 2010.

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 9-17-11

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Instrument 201000001306 Book 1198 Page 323

STATE OF SOUTH CAROLINA)
COUNTY OF GREENWOOD) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. Property containing 17 acres, bearing Greenwood County Tax Map Number 6895-345-200, 6895-375-184, 6895-325-267, 6895-396-221 & 6895-411-230, was transferred by Vintage Building Products, LLC to Town of Ninety Six, South Carolina on February 26, 2010.

3. Check one of the following: The deed is

(a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) x exempt from the deed recording fee because (See information section of affidavit): 2. (If Exempt, please skip items 4-7 and go to item 8 of this affidavit)

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 _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See information section of this affidavit.

(a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of: $

(b) _____ The fee is computed on the fair market value of the realty which is: $

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____

5. Check Yes x or No____ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is $.

6. The deed recording fee is computed as follows:

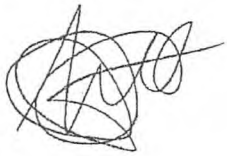
(a) Place the amount listed in item 4 above here: $_____

(b) Place the amount listed in item 5 above here: $_____
(if no amount is listed, place zero here)

(c) Subtract Line 6(b) from Line 6(a) and place result here $_____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $0.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.



9. I understand that a person required to furnish this affidavit who wilfully 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.

Responsible Person Connected with the Transaction

MARTHA V. ZADELHOFF

Print or Type Name Here

Sworn to before me this 26 day of February, 2010.

Notary Public for South Carolina

My Commission Expires: 9-17-11

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, the 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 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. 'Family' means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of 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 to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided no consideration of any kind is paid or to be paid for 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 mortgagor 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.

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EXHIBIT "A"

PARCEL I: 6895-345-200
All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the County of Greenwood, State of South Carolina, containing approximately 10.63 acres, more or less, as shown on a plat by Eugene M. Adams, RLS, dated September 3, 1999 and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 112 at Page 65. Said plat is hereby incorporated herein and made a part and parcel hereof.

This conveyance is made subject to a 30' permanent access easement as shown on the aforementioned survey.

PARCEL II: 6895-325-267
All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, and containing 0.99 of an acre, more or less, as shown as Parcel "B" on a plat entitled "Plat showing Parcel A Being Deeded to Duke Power Company, Parcel B Being Deeded to G&G Associates, a SC Partnership, & Parcel C Being Deeded to Trustees of Cambridge United Methodist Church Being Deeded by Greenwood Mills" prepared by Carolina Engineering Service, Inc. dated December 15, 1992, and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 73 at Page 26. This conveyance is subject to easements and rights of way for streets, roads, drains, sewers and utilities of record or in place, including, but not limited to, those shown on the aforesaid plat.

PARCEL III: 6895-411-230 & 6895-396-221
All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, and containing 2.00 acres, more or less, as shown as on a plat entitled "Plat Showing Lot 174 & 12' Strip Between Lot 174 & Lot 175 of Greenwood Mills Subdivision, Ninety Six Plant, Also Property Surrounding a Warehouse Area at the Rear of Lots 173 thru 177" prepared by Carolina Engineering Service, Inc. dated December 15, 1992, and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 73 at Page 25. This conveyance is made subject to: a perpetual easement and right of way which Greenwood Mills, Inc. reserves unto itself, its successors and assigns, and which is hereby granted to Greenwood Mills, Inc., its successors and assigns, for access, use and service for electrical lines, poles, transformers and towers shown on said plat as Greenwood Mills Power Line, 40' easement; and easements and rights of way for streets, roads, drains, sewers and utilities of record or in place, including, but not limited to, those shown on the aforesaid plat; Greenwood Mills Power Line 40' Easement; 10' Drain Easement; Duke Power Line 30' Easement; and 10' Sewer Easement.

PARCEL IV: 6895-375-184
All that certain piece, parcel or lot of land situate, lying and being in the County of Greenwood, State of South Carolina, and containing 3.27 acres, more or less, as shown on a plat by Eugene M. Adams, RLS, dated September 3, 1999 and recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 112 at Page 65. Said plat is hereby incorporated herein and made a part and parcel hereof. This conveyance is made subject to a 30' permanent access easement as shown on the aforementioned plat.

This being the identical property conveyed to Vintage Building Products, LLC by deed of Ninety Six Mill, Inc. dated February 26, 2010 and recorded in Deed Book 1198 at Page 316 in the Office of the Clerk of Court for Greenwood County.

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[redacted]

EXHIBIT B

5 9/13-Stamps 0 1 2 4 6 MRW

File No. 7346-1(N.O.)

STATE OF SOUTH CAROLINA }
GREENWOOD COUNTY }

RIGHT OF WAY AGREEMENT

THIS INDENTURE, made and entered into this 19th day of February, 1973, by and between

GREENWOOD MILLS

Filed this 22nd day of Feb 1973
and recorded in Book 337 at page 358
Lynda T. Perry

hereinafter called "Grantor" (whether one or more), and DUKE POWER COMPANY, a North Carolina corporation, hereinafter called "Grantee";

WITNESSETH:

That Grantor, in consideration of Ten Dollars and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, does grant and convey unto Grantee, its successors and assigns, subject to the limitations hereinafter described, 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 Grantee's communication purposes, together with a right of way, on, along and in all of a strip of land lying and being in the aforesaid county and being 68 feet wide extending 34 feet on each side of a survey line which has been marked on the ground and is approximately 8,932.2 feet long and lies across the land of the Grantor (in one or more sections). Said strip is shown on map of Duke Power Company Rights of Way marked File No. 55-21; 55-21A; 55-21B; 55-21C, copy of which is attached hereto and made a part hereof.

The land of the Grantor over which said rights and easements are granted is a part of the property which was acquired by:

Deed recorded in Book	51	at page	192
Deed recorded in Book	50	at page	138
Deed recorded in Book	87	at page	94
Will recorded in Book		at page	
Intestate succession from			

Being also a small parcel of land as shown on print dated October 24, 1972, marked File No. 55-21, copy of which is attached hereto and made a part hereof.

Grantor, for the consideration aforesaid, further grants to Grantee (1) the right at any time to clear said strip and keep said strip 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 strip; (3) the right from time to time to trim, fell, and clear away any trees on the property of the Grantor outside of said strip 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 strip over and across the other lands of the Grantor by means of existing roads and lanes thereon, adjacent thereto, or crossing said strip; otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor; provided, that such right of ingress and egress shall not extend to any portion of said lands which is separated from said strip by any public road or highway, now crossing or hereafter crossing said lands.

S. C. Form 4 — 68

Dr. 21 Fol. 7
Deed No. 30

All trees which Grantee is authorized to cut by this agreement shall be the property of Duke Power Company.

Grantee will repair any actual damage it shall do to Grantor's private lanes, roads, or crops and will reimburse Grantor for any actual damage which is caused by the exercise of the right of ingress or egress.

Grantor reserves all other rights to said strip of land not inconsistent with the rights and easements above set out, except that Grantor agrees that (1) if streets, roads, water lines or sewer lines are constructed across said strip, 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 strip, and shall be more than 20 feet from any structures placed upon said strip by Grantee, and the outside limit of any cut or fill shall be more than 20 feet from said structures; (2) any fences upon said strip shall be safely removed from structures of the Grantee; (3) no wells shall be dug on said strip; (4) no septic tanks, absorption pits, or underground storage tanks shall be placed on said strip; (5) said strip shall not be used for burial grounds; (6) Grantee's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's successors or assigns.

The failure of Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time and from time to time to exercise any or all of them.

TO HAVE AND TO HOLD said tract(s) or parcel(s) of land together with all privileges and appurtenances thereunto belonging for the use and purposes aforesaid, unto Grantee, its successors and assigns forever.

And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, successors and assigns, covenants to and with Grantee, its successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights and easements; that the same is free and clear from any and all incumbrances and will forever warrant and defend the title to the said rights and easements against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Signed, Sealed and Delivered in the presence of: ..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

Signed, Sealed and Delivered in the Presence of:

GREENWOOD MILLS

By G. D. Blalock
Executive Vice President

Attest: John E. Eck
Assistant Secretary

STATE OF SOUTH CAROLINA }
COUNTY OF }

PERSONALLY appeared before me .....
and made oath .....he saw the within named .....

sign, seal, and as ..... act and deed deliver the within written instrument, and that .....
with ..... witnessed the execution thereof.
SWORN to before me this .....
day of ....., A.D., 19 .....
Notary Public

STATE OF SOUTH CAROLINA }
COUNTY OF }

PERSONALLY appeared before me .....
and made oath .....he saw the within named .....

sign, seal, and as ..... act and deed deliver the within written instrument, and that .....
with ..... witnessed the execution thereof.
SWORN to before me this .....
day of ....., A.D., 19 .....
Notary Public

STATE OF SOUTH CAROLINA }
COUNTY OF GREENWOOD }

PERSONALLY appeared before me Loutrelle C. Jones
and made oath that she saw the within named GREENWOOD MILLS, a corporation, by G. D. Blalock, its Executive Vice President, and John E. Eck, its Secretary, sign, seal and as its act and deed deliver the within written instrument, and that she with Nada B. Banes witnessed the execution thereof.
SWORN to before me this 14th
day of February, A.D., 1973
Notary Public for S. C.
My Commission Expires
December 23, 1979.

360

Dr. 2E Pd. 7
Deed No. 30

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STATE OF SOUTH CAROLINA }
COUNTY OF }

The undersigned ..... being the owner and holder of that certain mortgage dated ....., executed by ....., recorded in the Public Registry of ..... County, South Carolina, in Book ....., page, ..., and of the indebtedness secured thereby joins in this instrument for the purpose of releasing, and hereby forever releases and discharges the rights, privileges and easements described herein from the lien and operation of said mortgage, expressly retaining the lien of said mortgage in full force and effect except as to the rights and easements hereby expressly released.

IN WITNESS WHEREOF, this instrument is executed on the ..... day of ..... 19 ___.

Signed, Sealed and Delivered in the Presence of: By: .....
President

..... Attest: .....
Secretary

.....(SEAL)

.....(SEAL)

STATE OF SOUTH CAROLINA }
COUNTY OF }

PERSONALLY appeared before me and made oath ... he saw the within named .....

sign, seal, and as ... act and deed deliver the within written instrument, and that ... with ... witnessed the execution thereof.

SWORN to before me this ..... day of ....., A.D., 19.....
.....
Notary Public

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

GREENWOOD MILLS
TO
DUKE POWER COMPANY

RIGHT OF WAY

Filed ..... day of ..... A.D., 19.....
and recorded in Book ....., Page .....
..... County, S. C.

Drawn by W. R. Wilmoth

Return to:
.....
Duke Power Company
Charlotte 1, North Carolina

STATE OF SOUTH CAROLINA }
COUNTY OF }

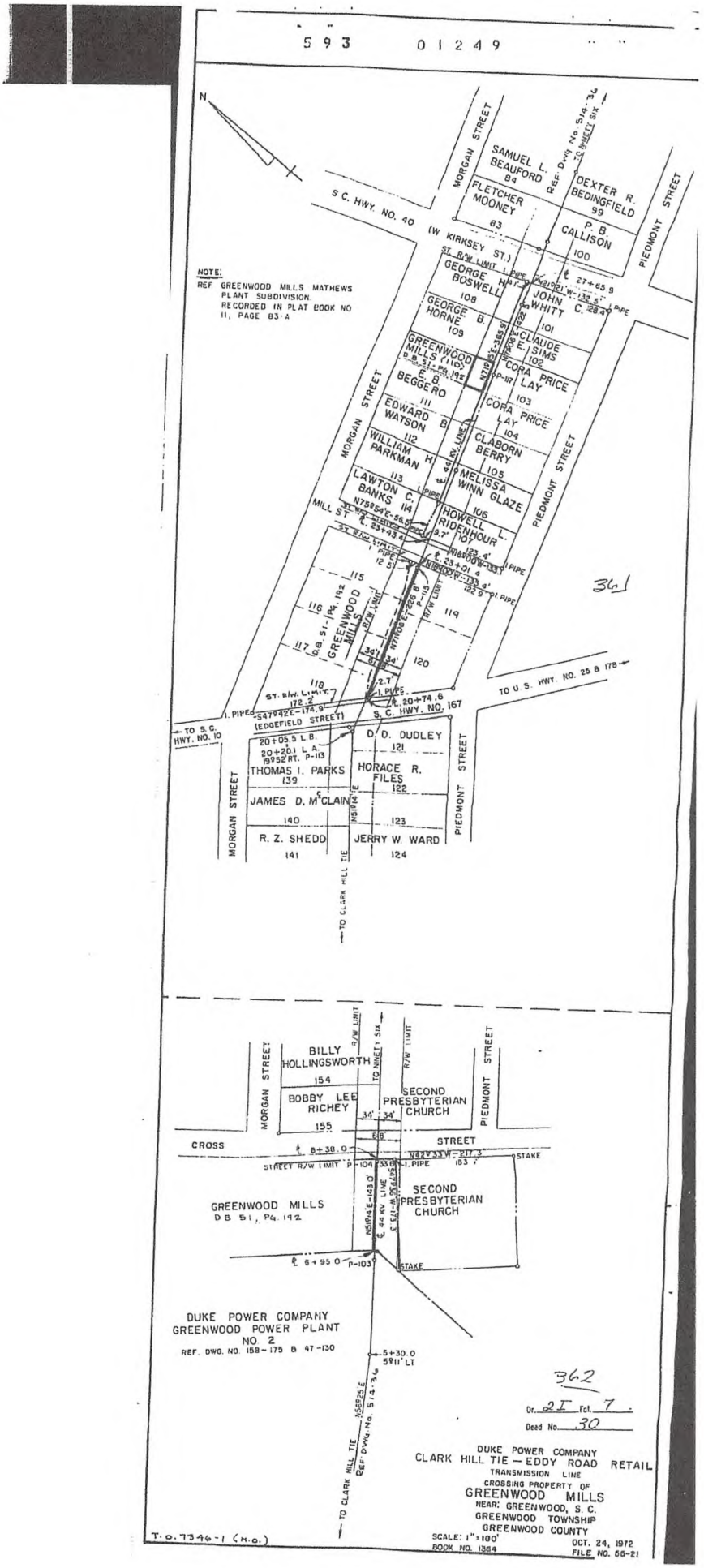
PERSONALLY appeared before me ..... and made oath that ... he saw the within named ....., by ....., President, and ....., Secretary, sign, seal and as its act and deed deliver the within written instrument, and that ..... he with ..... witnessed the execution thereof.

SWORN to before me this ..... day of ....., A.D., 19.....
.....
Notary Public

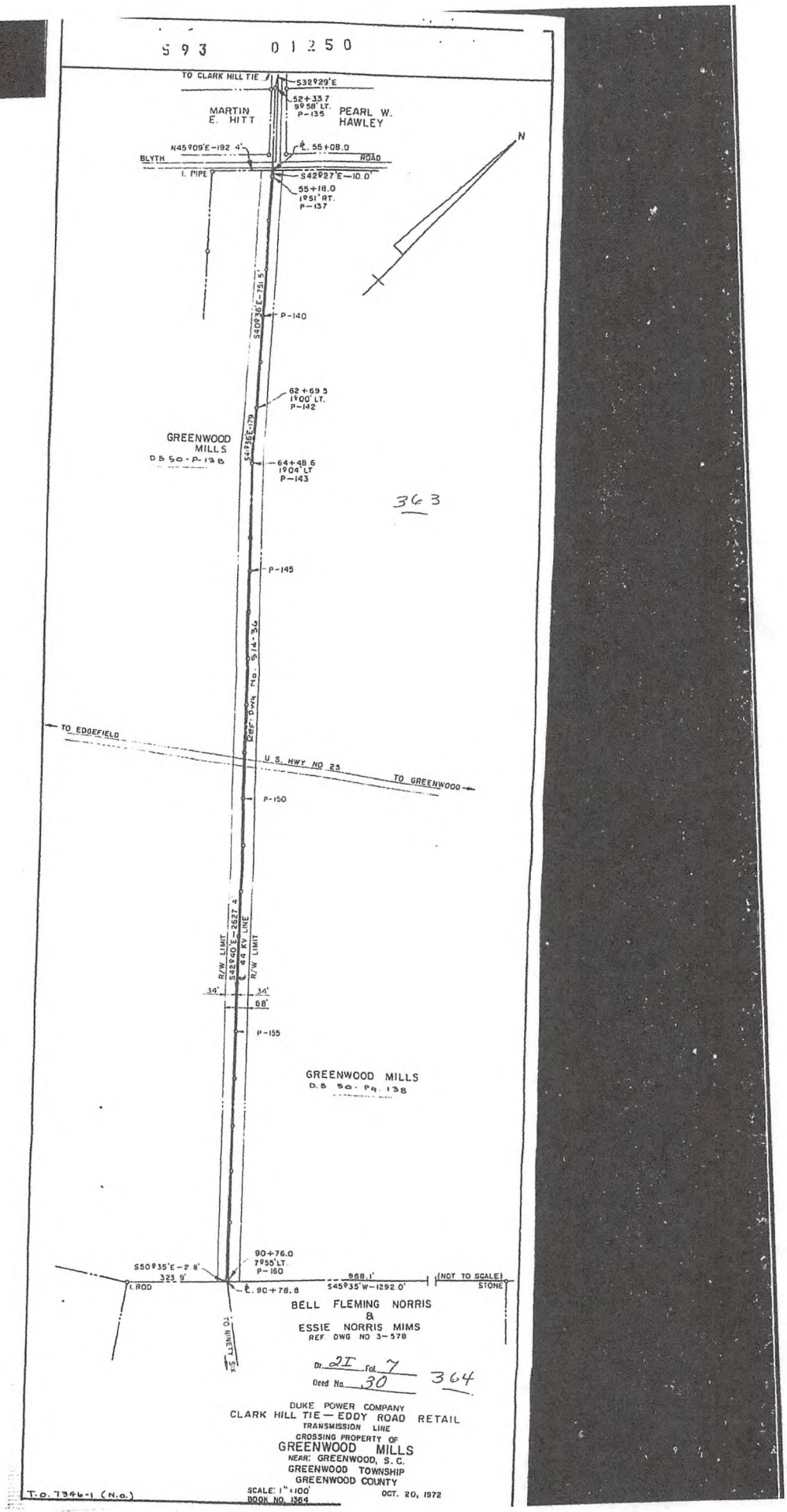
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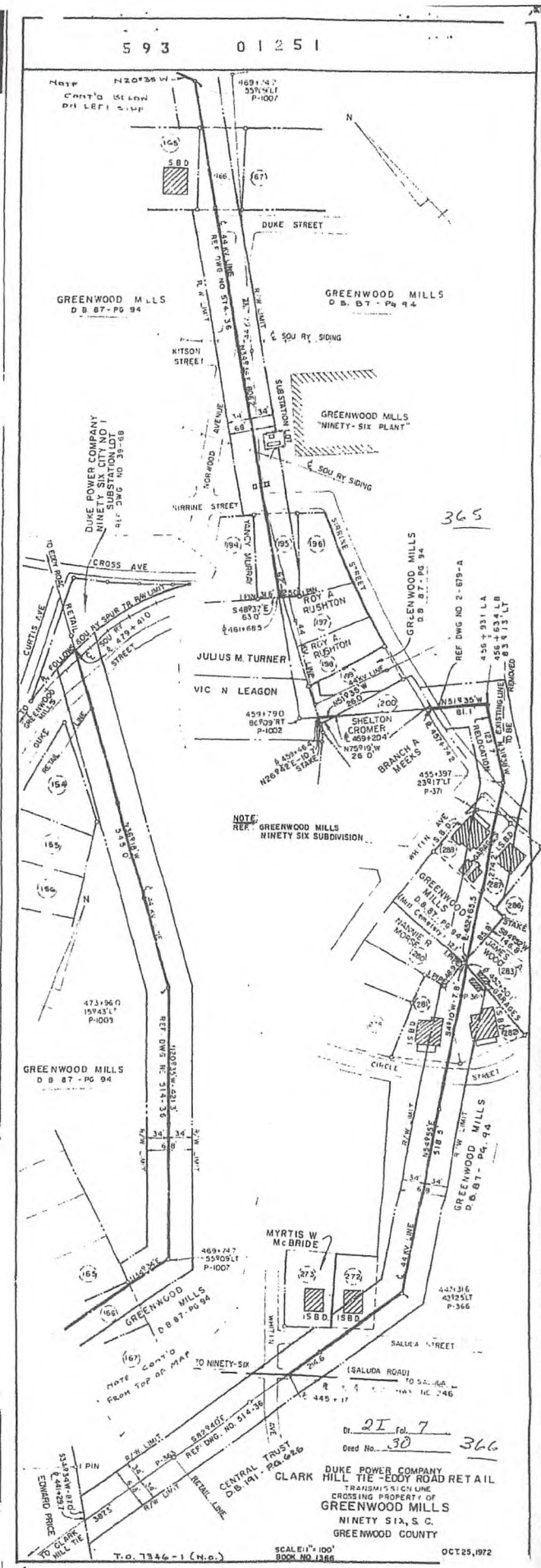
THE DOWD PRESS, INC

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