

LANCASTER COUNTY ASSESSOR
Tax Map:
EASEM EN T00 00

RECORDED THIS 26th DAY
OF JULY, 2024
IN BOOK 00 PAGE 00

Stephanie C. Knight
Auditor, Lancaster County, SC

LANCASTER COUNTY, SC	
2024008867	EASEMENT
RECORDING FEES	\$25.00
EXEMPT	
PRESENTED & RECORDED	
07-26-2024	11:27:05 AM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: STEPHANIE KNIGHT	
BK:DEED 1814	PG:277-283

Prepared by: Duke Energy Carolinas, LLC
Return To: Duke Energy Carolinas, LLC
Attn: Marie Laine
PO Box 6318
High Point, NC 27262

Parcel # 0007-00-025.16

EASEMENT

State of South Carolina
County of Lancaster

THIS EASEMENT ("Easement") is made this 23rd day of July, 2024, from THOMAS DEVELOPERS LLC, a South Carolina limited liability company ("Grantor", whether one or more), to DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "Facilities").

Grantor is the owner of that certain property described in that instrument recorded in Deed Book 1520, Page 141, also shown as plat, entitled "BAILES RIDGE BUSINESS PARK TRACTS 23-25", as recorded in Plat Book 2021, Page 806, Lancaster County Register of Deeds ("Property").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.

For Grantee's Internal Use:
Work Order #: 54368845-20

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3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 22nd day of July, 2024.

Witnesses:

THOMAS DEVELOPERS LLC
a South Carolina limited liability company

Meredith Judy
(Witness #1)

[Signature] (SEAL)
JEFFREY R. THOMAS, MEMBER

Chance Korrad
(Witness #2)

STATE OF South Carolina

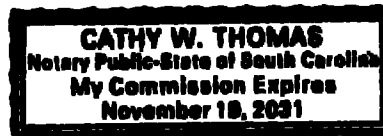
COUNTY OF Lancaster

I, Cathy W. Thomas, a Notary Public of Lancaster County, State of South Carolina, certify that JEFFREY R. THOMAS, as MEMBER of THOMAS DEVELOPERS LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the forgoing EASEMENT.

Witness my hand and notarial seal, this 22nd day of July, 2024.

Notary Public: Cathy W. Thomas

Commission Expires: 11/19/31



IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 22 day of July, 2024.

Witnesses:

THOMAS DEVELOPERS LLC
a South Carolina limited liability company

Merrill Jackson
(Witness #1)

[Signature] (SEAL)
SHAUN J. THOMAS, MEMBER

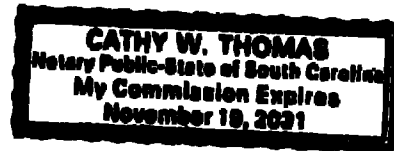
Chance Korad
(Witness #2)

STATE OF South Carolina
COUNTY OF Lancaster

I, Cathy W. Thomas, a Notary Public of Lancaster County, State of South Carolina certify that SHAUN J. THOMAS, as MEMBER of THOMAS DEVELOPERS LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the forgoing EASEMENT.

Witness my hand and notarial seal, this 22nd day of July, 2024.

Notary Public: Cathy W. Thomas
Commission Expires: 11/19/31



IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 22 day of July, 2024.

Witnesses:

THOMAS DEVELOPERS LLC
a South Carolina limited liability company

Meredith Jacobs
(Witness #1)

Blake F. Thomas (SEAL)
BLAKE F. THOMAS, MEMBER

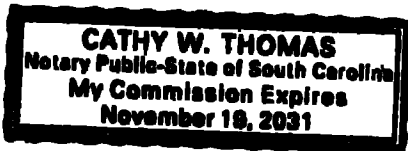
Chance Karad
(Witness #2)

STATE OF South Carolina
COUNTY OF Lancaster

CWT I, Cathy W. Thomas, a Notary Public of Lancaster County, State of South Carolina certify that BLAKE F. THOMAS, as MEMBER of THOMAS DEVELOPERS LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the forgoing EASEMENT.

Witness my hand and notarial seal, this 22nd day of July, 2024.

Notary Public: Cathy W. Thomas
Commission Expires: 11/19/31



(STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER)

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 **SCDEC-9344 OLD BAILES RD STE A FORT MILL SC W O D 53961090 W O L S 54368845 5452**, bearing **LANCASTER** County Tax Map Number **0007-00-025.16**, was transferred by **.THOMAS DEVELOPERS LLC.** to **DUKE ENERGY CAROLINAS, LLC** on **JULY 23, 2024**.

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

(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.

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

Grantee

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.

Responsible Person Connected with the Transaction


Marie Laine - LR, Contractor for Duke Energy

SWORN to before me this 26TH day of JULY 2024

Notary Public for Davidson County, NC- Ashley Brooks





Commission Expires: 05/06/2025

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 agent to the agent-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 take functional control of electric transmission assets as defined in the Federal Power Act.