

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

A G R E E M E N T

THIS AGREEMENT, Made this 11th day of April, 1974, by and between CONCORD CEMETERY ASSOCIATION, a corporation organized under the laws of the State of South Carolina, hereinafter referred to as the Association, and DUKE POWER COMPANY, a North Carolina corporation, hereinafter referred to as Duke;

W I T N E S S E T H :

THAT WHEREAS, the Association is the owner of the following described real estate:

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of York, more particularly described as follows:

BEGINNING at the northeasterly corner of the property of the parties of the first part and runs thence with the line of the Duke Power Company property the following courses and distances: S 4-00 E 459.0 ft.; S 21-50 W 301.0 ft.; S 75-50 E 65.0 ft.; S 8-52 W 167.0 ft.; N 65-23 W 297 ft.; N 3-06 W 96.8 ft.; N 82-04 W 95.7 ft.; N 3-40 E 255.7 ft.; N 5-38 E 121.7 ft.; N 51-19 E 493.0 ft. to the BEGINNING, containing 6.0 acres, as shown on print dated October 11, 1971, marked Catawba Dwg. No. 435, copy of which is attached hereto and made a part hereof.

AND WHEREAS, the property lies within the "exclusion area" (as that term is defined in Section 100.3 of the Rules and Regulations of the United States Atomic Energy Commission) for Duke Power Company's proposed Catawba Nuclear Station.

AND WHEREAS, by resolution duly adopted at the regular annual meeting of the Concord Cemetery Association, the Concord Cemetery Association authorized and directed the officers of the Concord Cemetery Association to execute and deliver an access agreement which is incorporated herein by reference.

AND WHEREAS, Duke plans to construct a major generating facility in the vicinity of Concord Cemetery, the parties do enter into an Agreement to leave the present cemetery (A) in its present location as shown on the attached plat and the remainder of the land owned by the Concord Church Association (B) is to be traded to Duke for similar acreage (C) outside the plant exclusion area as shown on the attached plat.

AND WHEREAS, Catawba Nuclear Station will utilize closed-cycle wet mechanical draft cooling towers which are a well recognized and acceptable method of condenser cooling. These cooling towers will be located in the immediate vicinity of the approximate one (1) acre cemetery owned by the Concord Church Association. There will be plume emissions, drift and noise associated with the operation of the said cooling towers.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the Association agrees with Duke as hereinafter set out as follows:

1. The Concord Church Association will trade the approximately five (5) acres of land located adjacent to the cemetery to Duke for similar acreage outside the plant exclusion area. These areas are shown as (B) and (C) on the attached plat.

2. The Association has selected a committee consisting of the following parties:

Arthur L. Montgomery
Willis N. Hanna
Jack Cook
Jim Pettus
A. R. Winn

with full authority to negotiate with Duke and to be available for completing the terms of this Agreement.

3. Duke will grade the area surrounding the existing cemetery. The ground level for the cooling towers will be at a lower level than that of the existing cemetery; therefore, there will be a slope running from the level of the cemetery down to the level of the cooling towers. This slope will be beautified by planting grass and shrubbery after the initial grading for the project is complete. The grass and slopes will be maintained by Duke during the life of the plant.

4. Access to the approximate one (1) acre cemetery will be in accordance with the access agreements dated August 26 and 28, 1970 and subsequent amendments. During the initial grading, access to the cemetery will be provided upon request of the Association. Duke will make the present cemetery within its present confines available upon notice for funerals and visitation in accordance with present and subsequent access agreements.

5. A permanent driveway will be constructed after initial grading is completed from the nearest public road by which access to the existing cemetery will be feasible in accordance with the previously mentioned access agreements.

6. Existing gravestones will be sandblasted. Repairs will be made to stones, as necessary, by Duke.

7. The previously mentioned committee will work closely with Duke to select the specific property lines of the property that Duke will trade to the Association. The general location is shown as (C) on the attached plat. Additionally, the committee will lay out the service road, parking, and picnic area at the new site and Duke will construct. The committee will mark trees to be removed from the area by Duke.

8. Duke will build a picnic shelter as good as, or better, than the existing shelter at the old site.

9. Duke will pay to the Association funds for perpetual maintenance and care of the existing cemetery and the new site in the amount of Fifteen Thousand Dollars (\$15,000.00). Payment will be made upon exchange of deeds conveying acceptable titles to both parties. If Duke does not agree to the title passed by the Association, the Association will cooperate fully, in any manner, to convey good and clear title to Duke. Any expenses incurred by action to clear title, will be the responsibility of Duke.

WITNESS our hands and seals this 11th day of April in the year of our Lord 1974 and in the 198th year of the Independence of the United States of America.

Signed, Sealed & Delivered in the Presence of

David L. [Signature]

James M. [Signature]

CONCORD CEMETERY ASSOCIATION

by W. S. Baird
W. S. Baird, President

Attest Mrs. F. L. Baird
Mrs. F. L. Baird, Secretary

Signed, Sealed & Delivered in the Presence of

Dickie R. Griggs

Dickie H. McAlister

Arthur L. Montgomery (Seal)
Arthur L. Montgomery Trustee

Willis N. Hanna (Seal)
Willis N. Hanna Trustee

Jack Cook (Seal)
Jack Cook Trustee

Jim Pettus (Seal)
Jim Pettus Trustee

A. R. Winn (Seal)
A. R. Winn Trustee

Signed, Sealed & Delivered in the Presence of

Norma B. Jones

Carol H. Denton

DUKE POWER COMPANY

by C. J. Blades
C. J. Blades, Vice President

Attest Jonathan B. Shaper
Assistant Secretary

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 _____, 19____.)
)
)
)

Notary Public)

STATE OF SOUTH CAROLINA,)
)
COUNTY OF YORK.)

PERSONALLY appeared before me Sarah L. Burns and made oath that she saw
the within-named W. S. Baird, President, and Mrs. F. L. Baird, Secretary, and
Arthur L. Montgomery, Jack Cook, Jim Pettus, and Richard A. (A. R.) Winn, Trustees,
of Concord Cemetery Association, sign, seal, and as their acts and deeds deliver the
within written deed, and that she with James M. Dickson witnessed the execution thereof.

SWORN to before me this 8th)
)
day of May, 1974.)
)
)
)

James M. Dickson
Notary Public for South Carolina)

Sarah L. Burns

Sarah L. Burns

STATE OF SOUTH CAROLINA)
 :
COUNTY OF)

PERSONALLY appeared before me Vickie H. McAlister and
made oath that she saw the within named William N. Hammond

sign, seal and as h, s act and deed deliver the within written deed,
and that she with Vickie A. Griggs witnessed the execution
thereof.

SWORN to before me this 11)
day of April, 1974)
L. C. Hammond)
Notary Public)

W. N. Hammond
Nickie N. McAlister

L. C. HAMMOND
My Commission Expires May 3, 1982

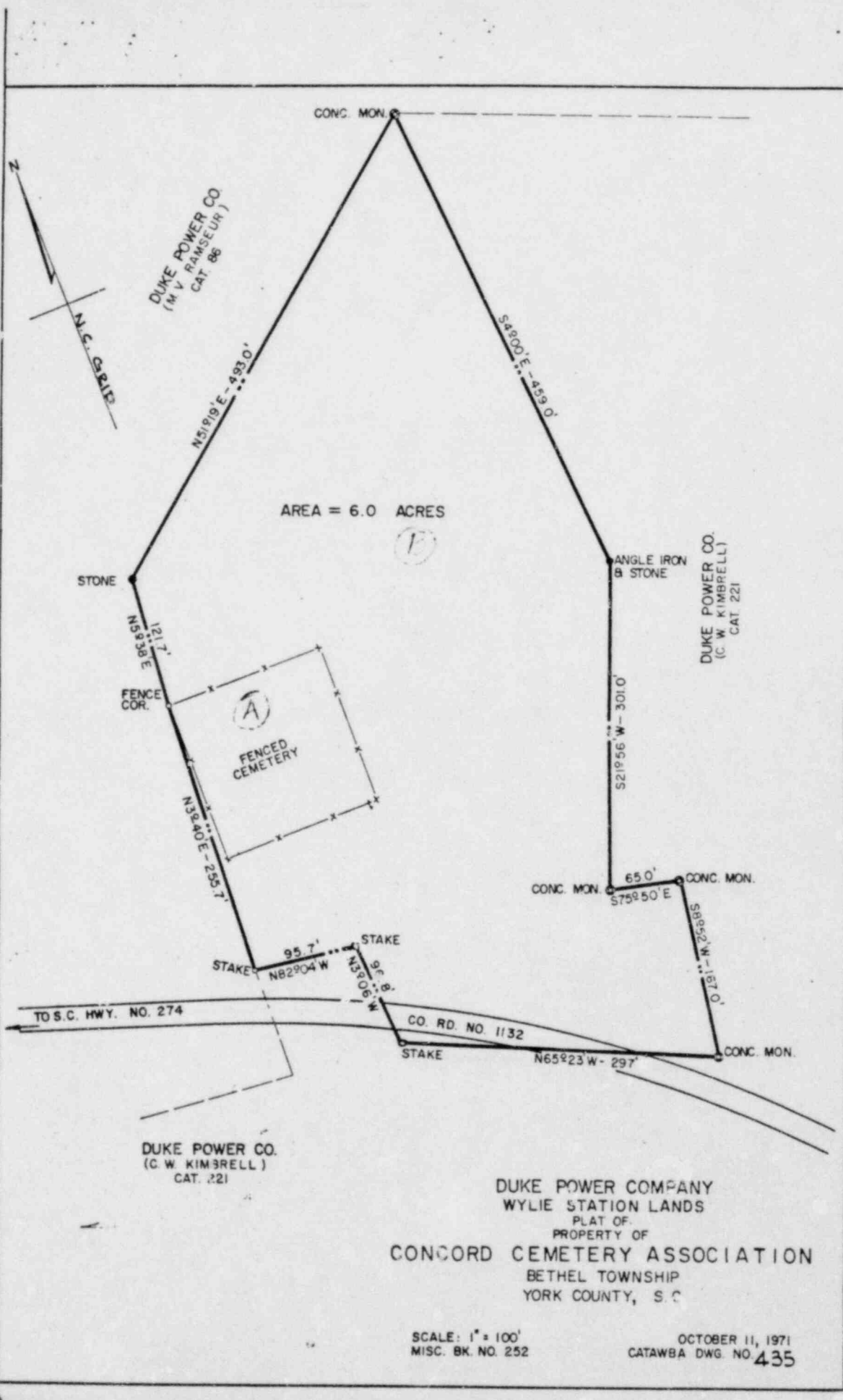
STATE OF ^{NORTH} SOUTH CAROLINA)
:)
COUNTY OF MECKLENBURG)

PERSONALLY appeared before me NORMA B JONES,
and made oath that she saw the within named DUKE POWER COMPANY
by C. J. BLADES
VICE President, and DOROTHEA B STROUP, ASST.
Secretary, sign, seal, and as its act and deed deliver the within written
instrument, and that she with CAROL D DENTON witnessed
the execution thereof.

SWORN to before me this 16th)
day of May, 1972.)
Elizabeth A Trammell)
Notary Public)

Norma B Jones

My Commission Expires Nov. 21, 1974



DUKE POWER CO
(M V RAMSEUR)
CAT 88

N.C. GRID

AREA = 6.0 ACRES

DUKE POWER CO
(C W KIMBRELL)
CAT 221

DUKE POWER CO
(C W KIMBRELL)
CAT. 221

DUKE POWER COMPANY
WYLIE STATION LANDS
PLAT OF
PROPERTY OF
CONCORD CEMETERY ASSOCIATION
BETHEL TOWNSHIP
YORK COUNTY, S.C

SCALE: 1" = 100'
MISC. BK. NO. 252

OCTOBER 11, 1971
CATAWBA DWG NO. 435