STATE OF SOUTH CAROLINA)
COUNTY OF CHEROKEE)

IN THE COURT OF COMMON PLEAS
IN THE SEVENTH JUDICIAL CIRCUIT

SOUTHERN POWER COMPANY, d/b/a SOUTHERN POWER COMPANY - SOUTH CAROLINA,

Condemnor,

vs.

LARRY H. ALLEN, CONNIE WILSON ALLISON, CAROL E. WILSON, STEVE ANDREW WILSON, BARBARA ALLEN, JAMES I. McCULLOCH, III, and TODD ALAN McCULLOCH,

Known Landowners/ Condemnees,

and

VULCAN CONSTRUCTION MATERIALS, L.P.,

Other Condemnee,

and

THE HEIRS OF DAVID HOYLE ALLEN,

Unknown Claimants.

CASE NUMBER: 09-CP-11-1194

ORDER ON CONDEMNOR'S MOTION FOR ENTRY OF JUDGMENT AGAINST JAMES I. MCCULLOCH

2010 JUN -7 A 10: 11
BRANDY W. MCBEE

201000002612
Filed for Record in
CHEROKEE COUNTY, SC
BRANDY W MCBEE, CLERK OF COURT
06-11-2010 At 01:26 pm.
ORDER DEED 66.00
OR Volume 36 Page 1823 - 1882

This matter came before the Court for hearing on June 7, 2010, on the Plaintiff Condemnor's Motion for Entry of Judgment. Plaintiff was represented by Benjamin R. Sullivan, Esq. Defendant James I. McCulloch was provided with notice of the hearing by first-class mail.

Plaintiff Condemnor filed this action on December 15, 2009. After reviewing the documents in the case file, this Court concludes that the Summons and Complaint were duly

served on Defendant James I. McCulloch, that more than thirty (30) days have passed since service, and that Defendant McCulloch has not answered or otherwise responded.

NOW, THEREFORE, upon application by the Plaintiff Condemnor,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant James I. McCulloch has not responded to the Complaint and has thereby waived his right to seek any further just compensation from the Plaintiff. This Order shall constitute a final judgment with respect to Defendant McCulloch.

IT IS SO ORDERED.

Presiding Judge, Seventh Judicial Circuit

This Right of Way Easement and Agreement "Easement" is being attached together with a Condemnation Complaint and Order on Condemnor's Motion for Entry of Judgment to reflect that the interest of James I. McCulloch to the property described in the Easement has been condemned in favor of Southern Power Company, doing business in South Carolina as Southern Power Company – South Carolina.

PREPARED BY: Simpson Z. Fant, Esq.
Mail To: Parker Poe Adams & Bernstein LLP
401 South Tryon Street, Suite 3000
Charlotte, NC 28202
ATTN: W. Edward Poe, Jr.

EXHIBIT A

200900006574
Filed for Record In
CHEROKEE COUNTY, SC
BRANDY W MCBEE
12-22-2009 At 11:18 am.
RW EASEMENT 33.00
OR Volume 32 Page 2202 - 2228

RIGHT OF WAY EASEMENT AND AGREEMENT

STATE OF SOUTH CAROLINA)
COUNTY OF CHEROKEE)

Instrument 201000002612 OR Volume 36 Page 1825

Vulcan Lands, Inc., a New Jersey corporation (hereinafter known as "Vulcan"), as to its leasehold interest, and **Connie Wilson Allison, Carol E. Wilson, Steve Andrew Wilson, Barbara Allen, and Todd Alan McCulloch**, as to their fee interest (Vulcan and the foregoing individuals are hereinafter collectively known as "Grantors"), for and in consideration of the sum of one and no/100 Dollars ($1.00) and other good and valuable consideration to them in hand paid by **Southern Power Company**, a Delaware corporation, doing business in South Carolina as **Southern Power Company – South Carolina** (hereinafter known as "Grantee") with an address of P.O. Box 2641, Birmingham, AL 35291, the receipt whereof is acknowledged, do hereby grant to said Grantee, its successors and assigns, over and across the leasehold interest of Vulcan as described in that certain Assignment of Lease recorded in Deed Book 64 at Page 345 ("leasehold interest") and the fee interest of the other individual and natural person Grantors lying in Cherokee County, South Carolina acquired by Grantors by Deed recorded in Deed Book 198 at Page 109 and Deed Book 12-F at Page 850 in the Office of the Clerk of Court of Cherokee County (all as more particularly shown on Exhibit A attached hereto and incorporated herein by reference): a perpetual, appurtenant easement and right (i) to construct, operate and maintain electric transmission and communication lines and all towers, poles, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across, a strip of land 125 feet in width (more or less), as said strip is now located by the final location survey thereof heretofore made by said Grantee (all as more particularly shown as the shaded area on Exhibit A-1 attached hereto and incorporated herein by reference (the "Premises")), over, under and across the lands of which it is hereinafter described as being a part, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of ingress and egress to and from said strip and the right to cut, remove, or otherwise kill, and keep clear by any means, including chemicals, all trees and undergrowth and all other obstructions under, on or above said strip, (ii) to cut such trees outside of said strip which in falling would come within five (5) feet of any conductor on said strip, (iii) to install grounding devices on Grantors' fences now or hereafter located on such strip and (iv) to prevent the use of such strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other than a road for Grantors' and Grantee's use, maintained by Grantors, crossing such strip at a location which does not endanger or interfere with works that have been or may at some future date be constructed on such strip, said strip being described as follows:

PPAB 1545353v15

***SEE* SHADED AREA ON Exhibit A-1 ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION**

and the lands of which the strip is a part being described on Exhibit A.

Nothing contained in the foregoing grant shall be deemed to prevent Grantors from exercising the following rights, and Grantors hereby expressly reserve the right to (i) cross the strip with their equipment, but, in any event, (A) such equipment when located under any transmission line(s) shall not exceed a height of fourteen feet (14') (except between Stations 63 + 25 to 69 + 00, 72 + 75 to 80 + 00 shown and described on that certain map attached hereto as Exhibit B and by reference incorporated herein, where the equipment shall not exceed a height of twenty-eight feet (28')), (B) such equipment shall be operated not closer than twenty feet (20') to the transmission facilities and related improvements located within the strip except upon the prior written approval of Grantee and subject to such commercially reasonable conditions as Grantee may impose, such as the installation of appropriate barricades to protect Grantee's improvements in the strip and (C) Grantee's access to the transmission facilities and related improvements shall at all times be maintained and not interfered with by Grantors so that Grantee may from time to time maintain, repair and replace the transmission facilities and related improvements located within the strip, (ii) operate their equipment within the strip, but, in any event, (A) such equipment when located under any transmission line(s) shall not exceed a height of fourteen feet (14') (except between Stations 63 + 25 to 69 + 00, 72 + 75 to 80 + 00 shown and described on that certain map attached hereto as Exhibit B and by reference incorporated herein, where the equipment shall not exceed a height of twenty-eight feet (28')), (B) such equipment shall be operated not closer than twenty feet (20') to the transmission facilities and related improvements located within the strip except upon the prior written approval of Grantee and subject to such commercially reasonable conditions as Grantee may impose, such as the installation of appropriate barricades to protect Grantee's improvements in the strip and (C) Grantee's access to the transmission facilities and related improvements shall at all times be maintained and not interfered with by Grantors so that Grantee may maintain, repair and replace the transmission facilities and related improvements located within the strip from time to time, (iii) cultivate said strip of land, (iv) as to Vulcan only, fill the land to and only to the fill lines between stations 62 + 42.44 and 75 + 50 shown and described on that certain map attached hereto as Exhibit B and incorporated herein by reference, a copy of which can also be obtained from Grantors or Grantee, and (v) use said strip of land for any purpose not inconsistent with the rights which Grantee may from time to time exercise hereunder, all in a way so as to minimize the impact on Grantee's use and enjoyment of the strip and/or the improvements located in and on the strip provided, however, that notwithstanding anything contained in this agreement to the contrary, any and all rights of Vulcan arising under the terms of this agreement, at law or in equity shall forever, completely and automatically cease upon the expiration of the term of the lease (including any option or extension of the lease) creating Vulcan's leasehold estate in the fee interest in the property of the other individual Grantors named herein.

In exercising their rights hereunder, Grantors shall exercise their rights in conformance with good engineering practices, in a way that does not endanger or interfere with access to Grantee's structures (including the foundations of such structures), meets all clearance requirements of the National Electrical Safety Code and meets all other regulations and ordinances then applicable to electrical conductors.

The term of the grant of this right of way and easement and the rights granted to Grantee in this agreement are agreed by Grantor and Grantee to be perpetual; all terms, provisions, rights, easements, agreements and conditions set forth in this Agreement shall run with title to Grantee's benefited real property (the "Benefited Property," as described on the attached Exhibit C) and the Grantor's burdened real property (as described herein), and shall be binding upon and inure to the benefit of the owners of and be appurtenant to the Benefited Property and such burdened real property and the successors and assigns in title relative to such lands; provided, however, that if the improvements contemplated hereunder have not been substantially completed within ten (10) years from the date of the recording of this agreement or, once such improvements are completed, the improvements are abandoned and not used by Grantee for a period of ten (10) continuous years, then, in either of such events, the right of way granted to Grantee shall revert back to Grantors.

Vulcan makes no representation and disclaims any warranty with respect to the condition of the Premises or its suitability for the use(s) intended by Grantee. Grantee acknowledges that it has had the opportunity to inspect the Premises and accepts its condition 'AS IS'.

Grantee shall release, indemnify, defend and hold Vulcan, its officers, employees or agents (collectively, the "Indemnified Parties") harmless from and against any liability for losses, claims, demands, suits or judgments and any payments made in settlement thereof (including, without limitation, payment of reasonable attorney's fees or expenses and workers compensation claims) to the extent the same arise from personal injuries (including death) or damages alleged or sustained by Grantee, its employees, subcontractors or agents (collectively, the "Indemnifying Parties") that arise out of, are attributable to or result from (a) any conditions in or about the Premises, (b) the use or occupancy of such Premises by the Indemnifying Parties, or (c) any activities on or about the Premises related to construction, installation or maintenance of utility facilities. Grantee's obligation hereunder shall not include responsibility for liabilities caused or allegedly caused by the negligent, willful or wanton acts of the Indemnified Parties.

Grantee hereby acknowledges that blasting is a normal part of the quarrying operations which Vulcan conducts on its leasehold interest in property ("Vulcan's Property"). As a material part of the consideration for this conveyance, Grantee does forever release and hold harmless Vulcan, its agents, employees, contractors, successors and assigns (collectively, "Vulcan") from and against any and all liability of any kind or nature incurred as a result of the operation of the quarry on Vulcan's Property, including, without limitation, blasting, except to the extent of Vulcan's negligence. Furthermore, Grantee does forever release and waive the right to maintain a suit at law or in equity against Vulcan on a theory of trespass, public or private nuisance or for any claim for strict liability in connection with the blasting or other operations of Vulcan on Vulcan's Property or any claim arising out of the conduct of an ultrahazardous activity. This release and covenant is expressly intended to and does hereby bind Grantee and is intended to and does hereby run with the Premises.

Grantee further acknowledges that this Grant of easement from Grantors is a nonexclusive grant, and Grantee further acknowledges and consents to the grant by Grantors of access easements to others over the surface of the easement herein granted which cross the right of way strip at an angle greater than thirty degrees (30°) which do not interfere with the operation of Grantee's lines or equipment.

Connie Wilson Allison, Carol E. Wilson, Steve Andrew Wilson, Barbara Allen, and Todd Alan McCulloch, covenant with the said Grantee, that, subject to the leasehold interest of Vulcan, they are lawfully seized in fee of the above described land; that it is free from all encumbrances; that they have a good right to convey the same to the said Grantee, and that they will warrant and defend the rights, title and interests herein granted in and to said land to the said Grantee forever. Vulcan covenants with the said Grantee that it is the sole owner of the leasehold interest, that it is free from all encumbrances, that it has a good right to convey the same to the said Grantee and that it will warrant and defend the rights, title and interest herein granted in and to said land against all claims arising by, through or under Vulcan.

TO HAVE AND TO HOLD the same to the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said **Vulcan Construction Materials, LP** has caused this instrument to be executed in its name by its duly authorized representative and [redacted], [redacted] **Connie Wilson Allison, Carol E. Wilson, Steve Andrew Wilson, Barbara Allen,** [redacted] **and Todd Alan McCulloch,** have executed this instrument in their names, on the dates set forth below.

WITNESSES:

Anne Seeds

Print Name: Anne Seeds

Jessica D Mabry

Print Name: JESSICA MABRY

GRANTOR:

VULCAN CONSTRUCTION MATERIALS, LP

By its General Partner
Legacy Vulcan Corp.
Southeast Division

By: Bruce W
Its: President

STATE OF Alabama)
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 28th day of July, 2009, by Robert A. Wason IV of **Vulcan Construction Materials, LP,** a Delaware limited partnership, on behalf of the corporation.

Witness my hand and official seal this the 28th day of July, 2009.

(NOTARY SEAL)

CHARLENE R. WILLIAMS NOTARY PUBLIC STATE AT LARGE

Charlene R. Williams
Notary Public
Notary Public for: State-at-Large
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 23, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

PPAB 1545353v15

WITNESSES:

Robert L. Byrd Jr.
Signature of First Witness
Robert L. Byrd Jr.
Print Name of First Witness

Janet F. Byrd
Signature of Second Witness
JANET F. BYRD
Print Name of Second Witness

GRANTOR:

Connie Wilson Allison

Connie Wilson Allison

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public, do hereby certify that **Connie Wilson Allison,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2009.

(NOTARY SEAL)

_____
Notary Public.
Notary Public for: _____
My Commission Expires: _____

PPAB 1545353v15

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHEROKEE)

PERSONALLY appeared before me Robert L. Byrd, Jr. who on oath says that (s)he saw the within named Connie Wilson Allison, sign, seal, and as her act and deed deliver the within written instrument, and that (s)he, together with the other witness whose signature appears above, witnessed the execution thereof.

Robert L. Byrd Jr
Witness

SWORN to before me this
15th day of December, 2009

David G. Stacy
Notary Public

My Commission expires: 4-18-2018

WITNESSES:

Robert L. Byrd, Jr.
Signature of First Witness
Robert L. Byrd, Jr.
Print Name of First Witness

Janet F. Byrd
Signature of Second Witness
JANET F. BYRD
Print Name of Second Witness

GRANTOR:

Carol E. Wilson

Carol E. Wilson

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public, do hereby certify that **Carol E. Wilson,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2009.

(NOTARY SEAL)

_____
Notary Public
Notary Public for: _____
My Commission Expires: _____

PPAB 1545353v15

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHEROKEE)

PERSONALLY appeared before me ROBERT L. BYRD, JR. who on oath says that (s)he saw the within named CAROL E. WILSON, sign, seal, and as her act and deed deliver the within written instrument, and that (s)he, together with the other witness whose signature appears above, witnessed the execution thereof.

Robert L. Byrd Jr.
Witness

SWORN to before me this
15th day of DECEMBER, 2009

David H. Harry
Notary Public

My Commission expires: 4-18-2018

WITNESSES:

Robert L. Byrd Jr.
Signature of First Witness
Robert L. Byrd, JR.
Print Name of First Witness

Janet F. Byrd
Signature of Second Witness
JANET F. BYRD
Print Name of Second Witness

GRANTOR:

Steve A. Wilson

Steve Andrew Wilson

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public, do hereby certify that **Steve Andrew Wilson,** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2009.

(NOTARY SEAL)

_____
Notary Public
Notary Public for: _____
My Commission Expires: _____

PPAB 1545353v15

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHEROKEE)

PROBATE

PERSONALLY appeared before me ROBERT L. BYRD, JR. who on oath says that (s)he saw the within named Steve A. WILSON, sign, seal, and as her act and deed deliver the within written instrument, and that (s)he, together with the other witness whose signature appears above, witnessed the execution thereof.

Robert L Byrd Jr
Witness

SWORN to before me this
15th day of DECEMBER, 2009

David G. Stacy
Notary Public

My Commission expires: 4-18-2018

WITNESSES:

Robert L. Byrd Jr.
Signature of First Witness
Robert L. Byrd, JR.
Print Name of First Witness

Janet F. Byrd
Signature of Second Witness
JANET F. BYRD
Print Name of Second Witness

GRANTOR:

Barbara Allen

Barbara Allen

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public, do hereby certify that **Barbara Allen** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the ____ day of _____, 2009.

(NOTARY SEAL)

_____
Notary Public
Notary Public for: _____
My Commission Expires: _____

PPAB 1545353v15

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHEROKEE)

PROBATE

PERSONALLY appeared before me Robert L. Byrd, Jr. who on oath says that (s)he saw the within named BARBARA ALLEN, sign, seal, and as her act and deed deliver the within written instrument, and that (s)he, together with the other witness whose signature appears above, witnessed the execution thereof.

Robert L. Byrd, Jr.
Witness

SWORN to before me this
15th day of DECEMBER, 2009

David G. Stacy
Notary Public

My Commission expires: 4-18-2018

WITNESSES:

Signature of First Witness

Robert L. Byrd, Jr.

Print Name of First Witness

Signature of Second Witness

JANET F. BYRD

Print Name of Second Witness

GRANTOR:

Todd Alan McCulloch

Todd Alan McCulloch

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public, do hereby certify that **Todd Alan McCulloch** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2009.

(NOTARY SEAL)

_____
Notary Public
Notary Public for: _____
My Commission Expires: _____

PPAB 1545353v15

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHEROKEE)

PROBATE

PERSONALLY appeared before me Robert L. Byrd, JR. who on oath says that (s)he saw the within named TODD ALAN McCULLOCH, sign, seal, and as her act and deed deliver the within written instrument, and that (s)he, together with the other witness whose signature appears above, witnessed the execution thereof.

Robert L. Byrd Jr.
Witness

SWORN to before me this
15th day of DECEMBER, 2009

David H. Haney
Notary Public

My Commission expires: 4-18-2018

Exhibit A

LEGAL DESCRIPTION OF LEASEHOLD ESTATE AND FEE ESTATE

All that certain piece, parcel or tract of land conveyed to David W. Allen by Robert Isler, et al by deed dated February 14, 1951, and recorded in Vol. 4-N, Page 119, Clerk of Court's office for Cherokee County adjoining the tract described above and described as follows: BEGINNING at a stake, corner of lot already owned by David W. Allen where small branch passes under the dirt road and running thence with line of David W. Allen's lot 200 feet to a stake, back corner of David W. Allen's lot, thence at right angles 50 feet to a stake, thence parallel with line of David W. Allen's lot approximately 200 feet to stake, thence with line of Southern Railway right of way, 50 feet to the beginning corner and containing 10,000 square feet, more or less.

The above two properties comprising a total of two (2) acres, more or less, and being the same premises conveyed to the late David W. Allen et al, by deed of Hattie N. Allen dated July 12, 1995,

(Continued on next page)

and recorded October 7, 1988, in Vol. 12-Y, at Page 881, in the office of the Clerk of Court for Cherokee County.

Tax Map No. 172-03-00-027-000.

ALSO: All that certain piece, parcel or tract of land lying, being and situate approximately 1.5 miles East of Grover, North Carolina, in Cherokee Township, Cherokee County, South Carolina, and described according to a survey and plat made by J. V. Phillips, Sr., R.E., dated August 14, 1956, and recorded in Deed Book 4-W, at Page 410, in the Registry for Cherokee County, South Carolina, as follows: BEGINNING at stake on State Line and running thence with David Royle Allen's line S. 84-21 E. 705.4 feet to stake, S. 60-45 W. 1106 feet to stake; thence with my own land N. 12-20 W. 605.5 feet to stake, N. 84-25 E 637 feet to stone, beginning corner and containing 12.4 acres, more or less.

Being the same premises conveyed to the late David N. Allen, et al, by deed of Nettie N. Allen dated July 12, 1988, and recorded October 7, 1988, in Volume 12-Y, at Page 850, in the office of the Clerk of Court for Cherokee County.

Tax Map No. 211-00-00-021-001.

ALSO: All that lot of land, with the improvements thereon, containing 61.42 acres, situate in Cherokee Township, Cherokee County, South Carolina, and described as follows: BEGINNING at an iron in road leading from York, South Carolina, to Grover, North Carolina, and which point is on the dividing line between states of South Carolina and North Carolina; thence from said point of beginning along the southern line of the North Carolina State line, North 86 degrees West 29.60 chains to stone and iron; thence leaving said state line South 84 degrees 30 minutes East 10.10 chains to iron; thence South 66 degrees 30 minutes West 24.50 chains to iron; thence South 2 degrees 30 minutes East 5 chains to point; thence South 63 degrees East 0.80 chains to point; thence South 3 degrees East 2.50 chains to point; thence South 86 degrees East 4 chains to iron in gully; thence along the dividing line between property hereby conveyed and

(Continued on next page)

land of J. L. Herndon, located to the South thereof, the following course and distance: North 27 degrees 43 minutes East 1.55 chains to a point; thence North 54 degrees 30 minutes East 1 chain to a point; thence North 52 degrees East 2.10 chains to a point; thence North 43 degrees 15 minutes East 4.30 chains to a point; thence North 57 degrees East 6.20 chains to a point; thence North 63 degrees East 3.90 chains to a point; thence North 61 degrees East 3.61 chains to a point; thence North 81 degrees 15 minutes East 20 chains to iron; thence leaving said Herndon line along the York Road North 31 degrees West 12.24 chains to the point of beginning.

The above 62.42 acres was reduced by one (1) acre, more or less, being conveyed from David Hoyle Allen to Joyce Blaine and Billy Adkin Wilson. Said one acre deed being recorded in the office of the Clerk of Court for Cherokee County in Deed Book 4-I, at Page 21, dated October 15, 1954. Said property later conveyed by Joyce Blaine and Billy Adkin Wilson to Larry H. Allen. Said deed being recorded in the office of the Clerk of Court for Cherokee County in Deed Book 6-G, at Page 319, dated January 8, 1956.

also

All that certain piece, parcel or tract of land lying, being and situate approximately 1.5 miles East of Grover, North Carolina in Cherokee Township, Cherokee County, South Carolina, and described according to a survey and plat made by J. V. Phillips, Sr., R. E. dated August 14, 1958, and recorded in Deed Book 4-W, page 410, Registry for Cherokee County, South Carolina as follows:

BEGINNING at stake on State Line and running thence with David Hoyle Allen's line S. 54-21 E. 705.6 feet to stake, S. 60-43 W. 1106 feet to stake; thence with my own land N. 12-20 W. 608.9 feet to stake, N. 54-25 E. 637 feet to stone, beginning corner and containing 12.4 acres, more or less.

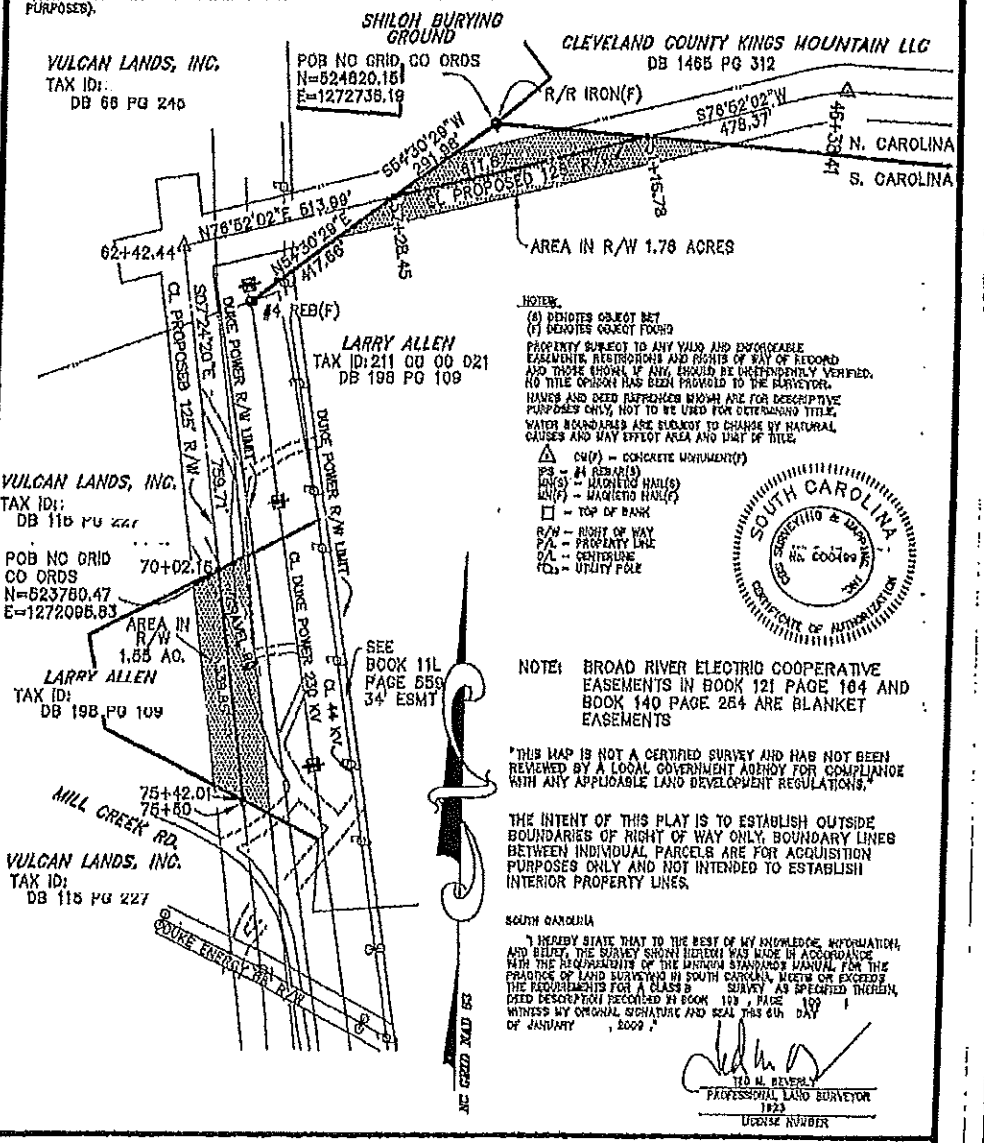
DERIVATION: Property was acquired by Grantors by deed of Distribution for the Estate of David Allen recorded on January 18, 2005 in Deed Book 198, Page 109, Cherokee County Clerk of Court, and by deed from Hattie N. Allen recorded on October 1, 1985 in Deed Book 12-F, Page 850, Cherokee County Clerk of Court.

Exhibit A-1

SEE ATTACHED SURVEY SHOWING RIGHT OF WAY OVER LEASEHOLD ESTATE AND FEE ESTATE

COPYRIGHT © 2009 CBS SURVEYING AND MAPPING, INC. ALL RIGHTS RESERVED

NO PORTION OF THIS PLAT MAY BE REPRODUCED BY PHOTOCOPYING OR BY ANY OTHER MEANS, STORED, PROCESSED OR ELECTRONICALLY TRANSMITTED WITHOUT PRIOR WRITTEN PERMISSION OF THE ORIGINAL PROFESSIONAL LAND SURVEYOR, HIS HEIRS OR ASSIGNS. THIS DOCUMENT IS NOT VALID WITHOUT AN ORIGINAL SIGNATURE AND SEAL. (EXCEPTION-OFFICIAL USE BY GOVERNMENT OFFICIALS AND PROFESSIONAL LAND SURVEYORS FOR BOUNDARY RETRACEMENT PURPOSES).



Right of Way to be Acquired From

LARRY ALLEN

SOUTHERN COMPANY

By:

LOCATION/TOWNSHIP	CHEROKEE	TAX I.D.:	
COUNTY:	CHEROKEE	STATE:	SOUTH CAROLINA
DATE:	01/08/09	JOB NO:	0109101

REVISIONS:

GRAPHIC SCALE

300 0 150 450

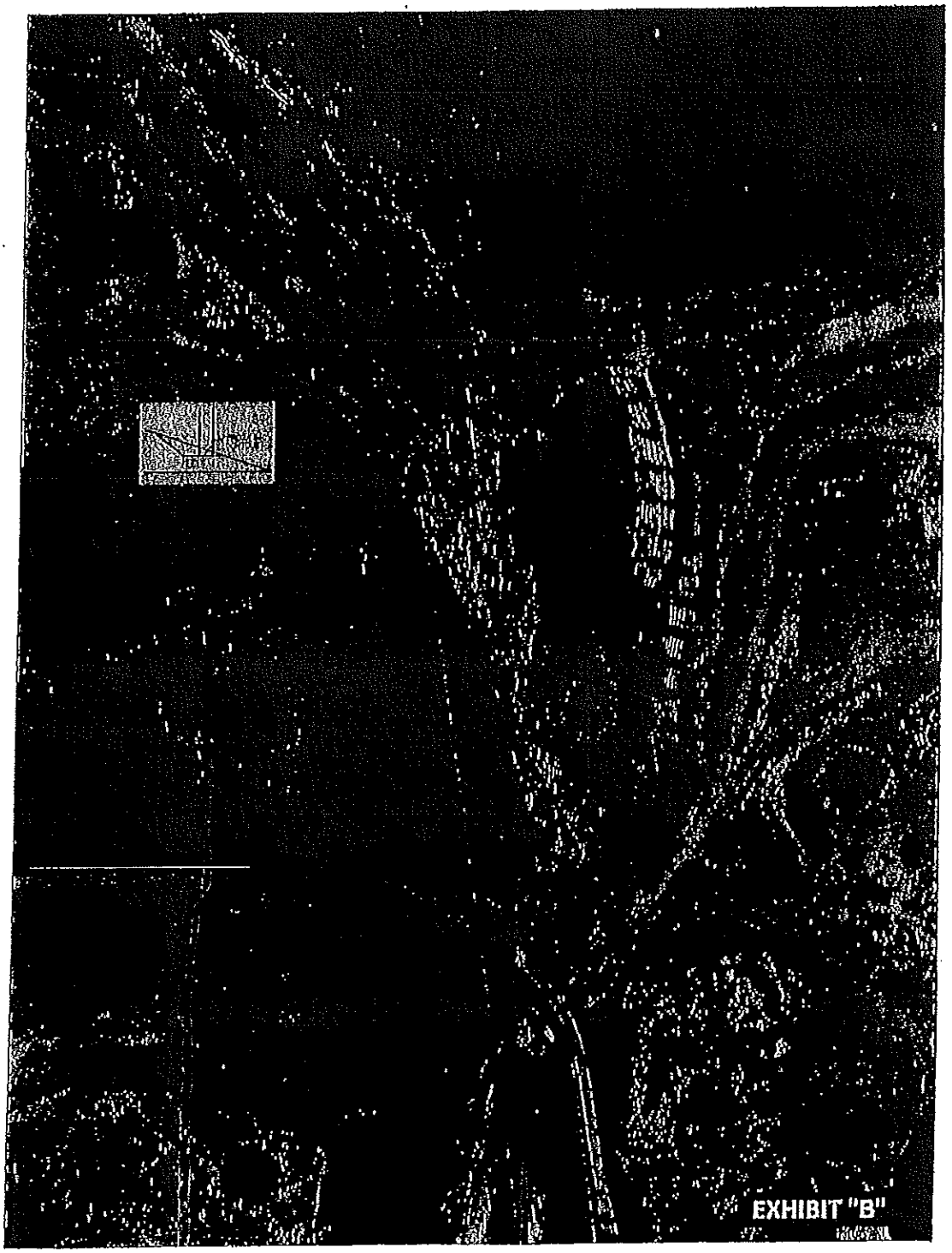
SCALE 1" = 300 FEET

CBS Surveying & Mapping, Inc.

122 EAST ROBINSON STREET

GAFFNEY, SC 29340 (864) 489-5068

Exhibit B



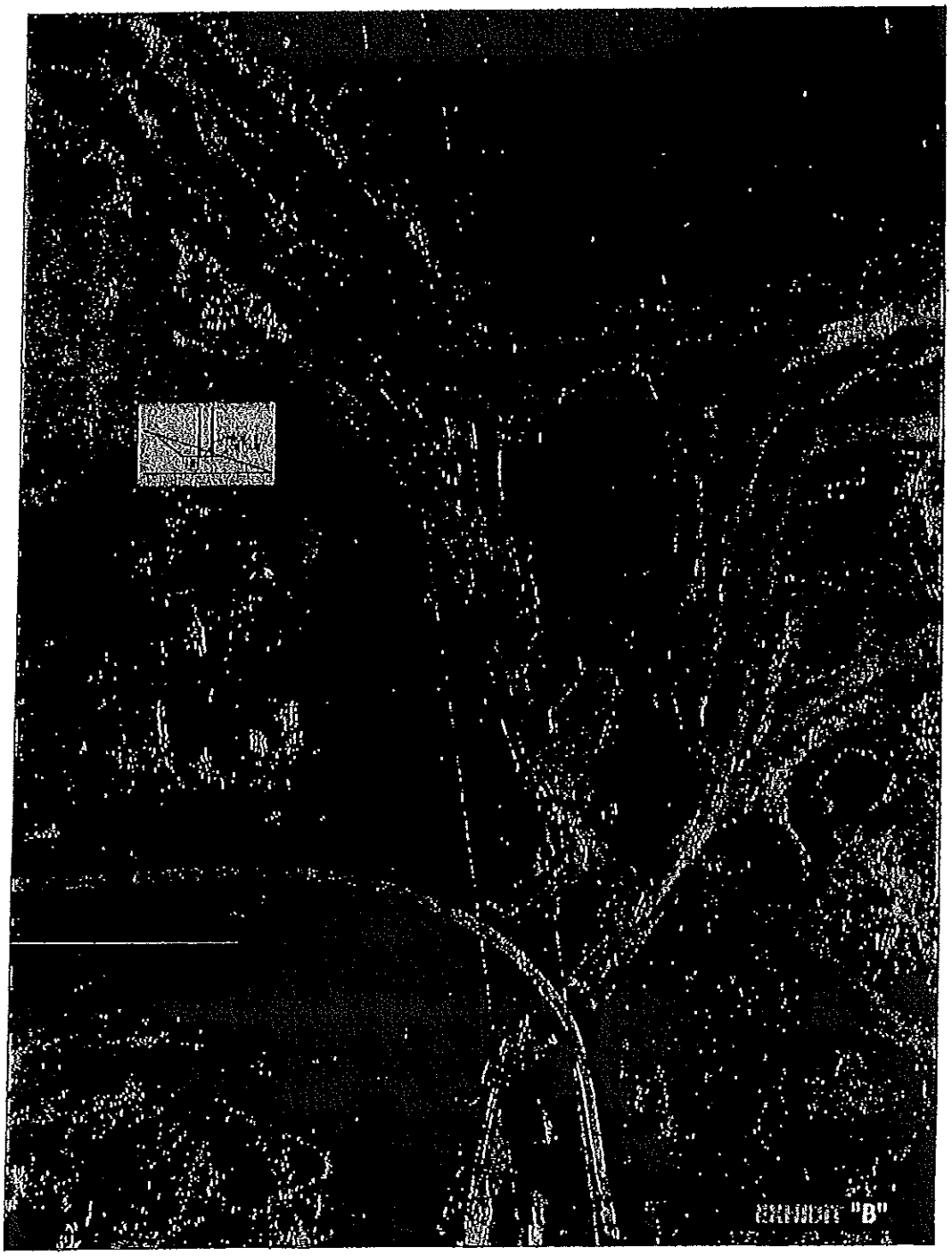


EXHIBIT "B"

Exhibit C

Grantee's Benefited Property

All that parcel of land, situate, lying and being in No. 4 Township, Cleveland County, State of North Carolina, being located northeast of the Town of Grover, being known as a part of the O.M. Mull Farm in No. 4 Township containing 200 acres, more or less, according to a plat of survey by J.D. Turner, registered land surveyor, and described by metes and bounds as follows:

To locate the point of beginning, begin at a point on the southeast right of way line of Interstate Highway #85 located approximately 3,000 feet southwest as measured along said right of way line from its intersection with the southwest line right of way line of North Carolina Highway #216, which point is a common corner with property now or formerly owned by J.C. Bell, WHICH IS THE PLACE OR POINT OF BEGINNING and run thence South 38 degrees 00 minutes East 1106.0 feet to a point; run thence North 64 degrees 20 minutes East 2310.0 feet to a point; run thence South 45 degrees East 462.0 feet to a point; run thence South 50 degrees 00 minutes West 878 feet to a point; run thence South 53 degrees 00 minutes West 1601 feet to a point; run thence South 37 degrees 30 minutes East 660 feet to a point; run thence North 85 degrees 40 minutes West 6418.5 feet to a point; run thence North 13 degrees 45 minutes East 500 feet, more or less, to a point on the southeast right of way line of Interstate Highway #85, run thence northeast along said right of way line and following the curvature thereof, a distance of 4,925 feet, more or less, to the place or point of beginning.

THERE IS EXCEPTED from the foregoing parcel or tract of land lying South of U.S. Highway I-85, being the Shiloh Baptist Church property which is described as follows:

BEGINNING at a stake in or near the South edge of U.S. Highway I-85, being the Northernmost corner of the church lot; and running thence South 15 East 181.5 feet to a stake in the North edge of an easement for a road which leads to Highway I-85; thence North 55 East 297 feet to a stake in the South edge of Highway I-85 at a point where the North edge of the 15 foot road intersects the said Highway right of way; thence South 37 West 16.5 feet to a stake; thence South 55 West 297 feet to a stake in the church line; thence with the old church line South 35 East 165 feet to a stake an old corner; thence South 55 West 363 feet to a stake, being the Southernmost corner of the church lot; thence North 85 West 363 feet; thence North 55 East 363 feet to the place of BEGINNING.

THE SECOND PARCEL EXCEPTED is the old Patterson graveyard, which is located across State Road 2278 from the Shiloh church, this exception is described as follows:

BEGINNING at stake in the NC-SC line at a point South 85-40 East 950 feet from the iron stake which is the Southwest corner of this tract of land; and running thence with the old graveyard line North 1-30 East 232.8 feet to a stake; thence North 87 East 239.0 feet to a stake in the North edge of the road leading from Highway 2278 to the graveyard; thence with the North edge of that road, North 42-35 East 270 feet to a stake in said road 2278; thence down the center of the said road, South 47-45 East 15 feet, more or less, to a stake; thence South 42-35 West 270 feet to a stake in the graveyard line; thence South 45 East 165 feet to a stake; thence South 50 West 165

feet to a stake in the NC-SC line; thence with that line north 85-40 West 225 feet to the place of beginning.

Neither of these said tracts nor is U.S. Highway I-85, or U.S. Highway 29 figured in the total acreage of 200 acres, however, it is the intention of deeding any interest that the grantors may have in the property occupied by Highway 29 or by U.S. Highway I-85. The same is conveyed subject to easements outstanding.

DERIVATION: The property was conveyed by Douglas L. Harper and wife, Madeline A. Harper, AKA Madeleine A. Harper to Cleveland County Kings Mountain, LLC, a Delaware limited liability company, by deed dated September 28, 2005 recorded on September 30, 2005 in Deed Book 1465, Page 308, Cleveland County Register of Deeds.

The above property is also known as and described as follows:

Tract 1:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 14.123 acres, and being more particularly described as follows:

Commencing at a concrete right-of-way monument marking the intersection of the southwesterly right-of-way of Elm Road (100' R/W) and the southeasterly right-of-way of Interstate 85 (Variable R/W), said monument being the POINT OF BEGINNING; thence along said right-of-way of Elm Road S41°51'42"E a distance of 459.35 feet to a point; thence leaving said right-of-way, S42°28'47"W a distance of 214.80 feet to a ½-inch rebar found; thence S86°58'33"W a distance of 239.10 feet to a ½-inch rebar found; thence S01°30'21"W a distance of 199.12 feet to a ½-inch rebar set; thence N87°09'22''W a distance of 929.19 feet to a 1-inch pipe found along the state line of Cleveland County, North Carolina and Cherokee County, South Carolina; thence leaving state line, N13°22'40"E a distance of 422.76 feet to a 1-inch pipe found along the aforementioned right-of-way of Interstate 85, thence continuing along said right-of-way N75°38'32"E a distance of 208.44 feet to a concrete monument found; thence N12°42'27"W a distance of 16.82 feet to a concrete monument found; thence N75°21'21"E a distance of 738.51 feet to said POINT OF BEGINNING.

Tract 2:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 10.574 acres, and being more particularly described as follows:

Commencing at a ½-inch rebar set along the southwesterly right-of-way of Elm Road (variable R/W), said rebar being 121.11 feet Northwest of the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar also being the POINT OF BEGINNING for this tract; thence leaving said right-of-way N87°09'22" W a distance of 1800.66 feet to a ½-inch rebar set; thence N49°59'18" E a distance of 121.55 feet to a ½-inch rebar found; thence N38°32'18" W a distance of 166.07 feet to a ½-inch rebar found; thence N42°29'38" E a distance of 222.04 feet to a ½-inch rebar found along the aforementioned right-of-way of Elm Road (100' R/W at this location); thence along said right-of-way a curve to the left, having an arc length, of 541.67 feet, a radius of 540.00 feet, being subtended by a chord

bearing S70°25'15" E a distance of 519.24 feet to a point; thence N80°47'34" E a distance of 431.20 feet to a point; thence along a curve to the right having an arc length of 784.17 feet, a radius of 685.00 feet, being subtended by a chord bearing S66°24'43" E a distance of 742.05 feet to a concrete monument found; thence N52°50'18" E a distance of 20.75 feet to a concrete monument found; thence S33°12'45"E a distance of 86.20 feet to said POINT OF BEGINNING.

Tract 3:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 158.055 acres and being more particularly described as follows:

Commencing at a ½-inch rebar set along the northeasterly right-of-way of Elm Road (Variable R/W), said rebar being 123.34 feet Northwest of the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar also being the POINT OF BEGINNING for this tract; thence continuing along said right-of-way of Elm Road, N33°12'45"W a distance of 129.88 feet to a point; thence N56'47'15"W a distance of 19.30 feet to a point; thence along a curve to the left, having an arc length of 897.92 feet, a radius of 785.00 feet, being subtended by a chord bearing N66°26'18"W a distance of 849.77 feet to a point; thence S80°47'34"W a distance of 431.20 feet to a point; thence along a curve to the right, having an arc length of 440.38 feet, a radius of 440.00 feet, being subtended by a chord bearing N70°32'04"W a distance of 422.23 feet to a point; thence N41°51'42"W a distance of 422.58 feet to a point along the southeasterly right-of-way of Interstate 85 (Variable R/W); thence continuing along said right-of-way of Interstate 85, N77°16'04"E a distance of 361.15 feet to a point; thence leaving said right-of-way, S50°20'19"W a distance of 244.61 feet to a ½-inch rebar found; thence S39°39'15"E a distance of 362.95 feet to a ½-inch rebar found; thence N50°20'27"E a distance of 363.01 feet to a ½-inch rebar found; thence N39°39'41"W a distance of 164.99 feet to a ½-inch rebar set; thence N50°20'19"E a distance of 228.49 feet to a ½-inch rebar set along the aforementioned right-of-way of Interstate 85; thence continuing along said right-of-way of Interstate 85, N77°25'28"E a distance of 94.87 feet to a concrete right-of-way monument found; thence N07°17'41"W a distance of 16.87 feet to a concrete right-of-way monument found; thence N78°42'55"E a distance of 1700.69 feet to a concrete right-of-way monument; thence S16°22'36"E a distance of 9.98 feet to a concrete right-of-way monument; thence N76°17'24"E a distance of 204.67 feet to a concrete right-of-way monument; thence N19°15'48"W a distance of 10.98 feet to a concrete right-of-way monument; thence along a curve to the left, having an arc length of 1057.34 feet, a radius of 3907.00 feet, being subtended by a chord bearing N66°40'37"E a distance of 1054.12 feet to a ½-inch rebar found; thence leaving said right-of-way of Interstate 85, S39°25'07"E a distance of 734.07 feet to a 1-inch iron rod found; thence S37°43'38"E a distance of 270.65 feet to a 3/8-inch iron rod found; thence S36°20'33"E a distance of 97.96 feet to a 2-inch pipe found; thence N63°26'03"E a distance of 834.63 feet to a 3/4-inch pipe found; thence N63°25'00"E a distance of 1589.80 feet to a large stone found; thence S36°59'28"E a distance of 434.35 feet to an iron bar found; thence S49°00'38"W a distance of 858.60 feet to a ½-inch rebar set; thence S52°51'38"W a distance of 1534.50 feet to a ½-inch rebar set; thence S44°18'22"E a distance of 538.46 feet to a ½-inch rebar set; thence N87°09'44"W a distance of 57.99 feet to a 1-inch pipe found; thence N87°09'44"W a distance of 1014.22 feet to a ½-inch rebar found; thence N87°09'22"W a distance of 2286.30 feet to said POINT OF BEGINNING.

Tract 4:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 0.296 acres, and being more particularly described as follows;

Commencing at a ½-inch rebar found along the southeasterly right-of-way of Interstate 85 (Variable R/W), said monument being the POINT OF BEGINNING for this tract; thence continuing along said right-of-way of Interstate 85, S04°51'44"E a distance of 19.33 feet to a ½-inch rebar set; thence N77°25'28"E a distance of 67.59 feet to a ½-inch rebar set; thence leaving said right-of-way of Interstate 85, S50°20'19"W a, distance of 196.83 feet to a ½-inch rebar set; thence N39°28'47"W a distance of 121.47 feet to a point along the aforementioned right-of-way of Interstate 85; thence continuing along said right-of-way of Interstate 85, N77°16'04"E a distance of 165.21 feet to said POINT OF BEGINNING.

Tract 5:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 0.253 acres, and being more particularly described as follows;

Commencing at a 1-inch pipe along the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said pipe being the POINT OF BEGINNING for this tract; thence leaving said state line S87°09'22"E a distance of 929.19 feet to a ½-inch rebar set; thence S01°30'21"W a distance of 23.71 feet to a ½-inch rebar found along aforementioned state line; thence continuing along said state line, N85°41'45"W a distance of 930.04 feet to said POINT OF BEGINNING.

Tract 6:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 2.695 acres, and being more particularly described as follows;

Commencing at a ½-inch rebar set along the southwesterly right-of-way of Elm Road (Variable R/W) and the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar being the POINT OF BEGINNING; thence continuing along said state line, N85°05'59"W a distance of 944.38 feet to a ½-inch rebar found; thence N85°06'04"W a distance of 960.67 feet to a railroad rail found; thence leaving said state line, N49°59'18"E a distance of 43.48 feet to a ½-inch rebar set; thence S87°09'22"E a distance of 1800.66 feet to a ½-inch rebar set along the aforementioned right-of-way of Elm Road; thence continuing along said right-of-way of Elm Road, S33°12'45"E a distance of 121.11 feet to said POINT OF BEGINNING.

Tract 7:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 5.079 acres, and being more particularly described as follows;

Commencing at ½-inch rebar set along the northeasterly right-of-way of Elm Road (Variable R/W) and the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar being the POINT OF BEGINNING for this tract; thence continuing along said right-of-way of Elm Road, N33°12'45" W a distance of 123.34 feet to a ½-inch rebar set; thence leaving said right-of-way of Elm Road, S87°09'22"E a distance of 2286.30 feet to a ½-

inch rebar found; thence S51°36'27"W a distance of 151.60 feet to a ½-inch rebar found along aforementioned state line; thence continuing along said state line, N87°08'53"W a distance of 662.40 feet to a ½-inch rebar found; thence N87°19'38"W a distance of 1070.09 feet to a ½-inch rebar found; thence N86°38'18"W a distance of 367.23 feet to said POINT OF BEGINNING.

DERIVATION: The property was conveyed by Douglas L. Harper and wife, Madeleine A. Harper, aka Madeline A. Harper to Cleveland County Kings Mountain, LLC, a Delaware limited liability company by deed dated September 28, 2005, recorded September 30, 2005, in Deed Book 1465, Page 312, Cleveland County Register of Deeds.

Instrument 201000000971 OR Volume 34 Page 1463

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	IN THE SEVENTH JUDICIAL CIRCUIT
COUNTY OF CHEROKEE	)	
		009CP-11 11 9 4
SOUTHERN POWER COMPANY, d/b/a SOUTHERN POWER COMPANY - SOUTH CAROLINA,	)	CASE NUMBER: 09-CP-____-____
Condemnor,	)	
vs.	)	**COMPLAINT**
LARRY H. ALLEN, CONNIE WILSON ALLISON, CAROL E. WILSON, STEVE ANDREW WILSON, BARBARA ALLEN, JAMES I. McCULLOCH, III, and TODD ALAN McCULLOCH,	)	
Known Landowners/ Condemnees,	)	
and	)	
VULCAN CONSTRUCTION MATERIALS, L.P.,	)	
Other Condemnee,	)	
and	)	
THE HEIRS OF DAVID HOYLE ALLEN,	)	
Unknown Claimants.	)	

Instrument 201000002612 OR Volume 36 Page 1852

FILED IN OFFICE
2009 DEC 15 P 4:17
CLERK OF COURT

The Plaintiff/Condemnor, Southern Power Company, d/b/a Southern Power Company-South Carolina ("Southern Power"), complaining of the Defendants, Larry H. Allen, Connie Wilson Allison, Carol E. Wilson, Steve Andrew Wilson, Barbara Allen, James I. McCulloch, III, Todd Alan McCulloch (together the "Known Landowners/Condemnees"), Vulcan Construction Materials, L.P. ("Vulcan"), and the Heirs of David Hoyle Allen ("Unknown Claimants"),

pursuant to S.C. Code Sections 28-2-230 and 28-2-240, hereby files the Condemnation Notice and Tender of Payment and the Agreement and Request For Payment served on all of the Defendants, and asserts as follows:

1. Southern Power is a corporation which is licensed to do business in South Carolina.

2. Larry H. Allen, Connie Wilson Allison, Carol E. Wilson, Steve Andrew Wilson, Barbara Allen, James I. McCulloch, III, and Todd Alan McCulloch are named as Known Landowners/Condemnees in this action by virtue of their claim of title (or other interests) as shown in part by:

(i) the deed of Distribution for the Estate of David Allen recorded on January 18, 2005 in Deed Book 198, Page 109, Cherokee County Clerk of Court;

(ii) the Deed of Distribution for estate of Doris Allen McCulloch, Deed Book 27, Page 2908, Cherokee County Clerk of Court;

(iii) the Deed of Distribution for estate of Joyce Allen Wilson, Deed Book 28, Page 161, Cherokee County Clerk of Court; and

(iv) In part by deed from Hattie N. Allen recorded on October 1, 1985 in Deed Book 12-F, Page 850, Cherokee County Clerk of Court.

3. Vulcan Construction Materials, L.P. ("Vulcan"), a Delaware limited partnership, is named as a party in this action under "Other Condemnee" by virtue of its leasehold interest described in Assignment of Lease recorded in Deed Book 64 at Page 345 in the Office of the Clerk of Court of Cherokee County, South Carolina. Southern Power, by this condemnation, will not disturb Vulcan's leasehold interest, and Vulcan has already executed a right-of-way agreement granting Southern Power an easement over its leasehold interest.

4. The heirs of David Hoyle Allen are named as parties to this action under "Unknown Claimants" by virtue of possible outstanding interests of said heirs due to lack of proper administration of record of the estate of David Hoyle Allen.

5. On or about October 21, 2009, Southern Power caused a Condemnation Notice and Tender of Payment and an Agreement and Request for Payment to be served upon the Known Landowners/Condemnees and Vulcan via certified mail, return receipt requested, addressed to the following persons/entities:

(i) Mr. Larry H. Allen
101 Bruel Street
P.O. Box 416
Blacksburg, SC 29702

(ii) Ms. Connie W. Allison
P.O. Box 366
Blacksburg, SC 28692

(iii) Ms. Carol Wilson
1032 Antioch Road
Blacksburg, SC 29702-7340

(iv) Mr. Steve Andrew Wilson
543 Elm Road
Blacksburg, SC 29702

(v) Mrs. Barbara Allen
c/o Marty Schumport
475 Crimson Road
Williston, SC 29853-3811

(vi) Mr. Todd McCulloch
202 Bartlett Street
Mauldin, SC 29662

(vii) Mr. James I. McCulloch
1233 Taylors Road
Taylors, SC 29687

(viii) Vulcan Construction Materials, LP
c/o Prentiss Hall Corporation

1703 Laurel Street
Columbia, SC 29201

6. On or about October 22, 2009, Ms. Connie W. Allison, Ms. Carol Wilson and Mr. Steve Andrew Wilson received the Condemnation Notice and Tender of Payment and the Agreement and Request for Payment.

7. On or about October 23, 2009, Mr. Todd McCulloch and Mr. James I. McCulloch received the Condemnation Notice and Tender of Payment and the Agreement and Request for Payment. A copy of the return receipt for Mr. James I. McCulloch is attached hereto as **Exhibit A**.

8. On or about October 26, 2009, Mrs. Barbara Allen received the Condemnation Notice and Tender of Payment and the Agreement and Request for Payment.

9. Upon information and belief, on or about November 3, 2009, Mr. Larry H. Allen received the Condemnation Notice and Tender of Payment and the Agreement and Request for Payment. A copy of the return receipt for Mr. Larry H. Allen is attached hereto as **Exhibit B**.

10. Additionally, on or about November 12, 2009, Southern Power caused a Condemnation Notice and Tender of Payment and the Agreement and Request for Payment to be served upon Larry H. Allen via hand delivery by process server. An Affidavit of Service concerning service on Larry H. Allen is attached hereto as **Exhibit C** and incorporated herein by reference.

11. Also, although Southern Power believes the Known Landowners/Condemnees are the only persons with an interest in the property sought to be acquired, Southern Power caused a Condemnation Notice and Tender of Payment directed to the Unknown Claimants to be published in the Gaffney Ledger on or about October 21, 2009, October 28, 2009 and November 4, 2009. No person(s) have come appeared and claimed an interest in the property sought to be

acquired. An affidavit concerning the publication of a Condemnation Notice and Tender of Payment is attached hereto as **Exhibit D** and incorporated herein by reference.

12. The Condemnation Notice and Tender of Payment and the Agreement and Request for Payment that were served as noted in the previous paragraphs is attached hereto as **Exhibit E** and incorporated herein by reference.

13. In the Condemnation Notice and Tender of Payment, Southern Power notified the Defendants of its intent to condemn a 125 foot right-of-way across a parcel of land, the total amount to be condemned being 3.31 acres of the property of the Known Landowners/Condemnees and the Unknown Claimants.

14. The property sought herein is to be acquired for public purposes, more particularly for an easement upon which a 230-kV electric transmission line will be constructed to connect Southern Power's Cleveland County Plant to Duke Energy's Ripp Substation.

15. Southern Power tendered Twenty Thousand Eight Hundred Dollars and Fifty Cents ($20,800.50) to the Known Landowners/Condemnees and the Unknown Claimants as just compensation for the right-of-way to be taken. The tendered amount represents payment in excess of the amount for which the property interest sought to be acquired appraised.

16. As of December 15, 2009, Connie Wilson, Carol E. Wilson, Steve Andrew Wilson, Barbara Allen, and Todd A. McCulloch have accepted the tender set forth in the Condemnation Notice and Tender of Payment.

17. Mr. James I. McCulloch, has rejected the tender set forth in Condemnation Notice and Tender of Payment by virtue of the fact that he has not responded to the aforesaid tender.

18. Mr. Larry H. Allen has rejected the tender set forth in Condemnation Notice and Tender of Payment by virtue of the fact that he has not responded to the aforesaid tender.

19. Also, Southern Power has not been notified that any Unknown Claimants claim an interest in the property to be condemned or accept the aforesaid tender within thirty days after the last date of publication of a Condemnation Notice and Tender of Payment in the Gaffney Ledger.

20. Accordingly, Southern Power hereby files the Condemnation Notice pursuant to S.C. Code Section 28-2-230 and 28-2-240 and requests the Court to determine just compensation for the right-of-way to be taken by Southern Power from the Defendants, including Mr. James I. McCulloch and Mr. Larry H. Allen, who have rejected its tender of payment.

21. Southern Power also herewith hereby deposits with the Court via the Clerk of Court one-eighth of the Twenty Thousand Eight Hundred Dollars and Fifty Cents ($20,800.50) tender, amounting to Two-Thousand, Six Hundred Dollars and Six Cents ($2,600.06), as just compensation for Mr. James I. McCulloch's interest in the right-of-way to be taken to be held by the Court pending determination of this proceeding.

22. Southern Power also herewith hereby deposits with the Court via the Clerk of Court one-fourth of the Twenty Thousand Eight Hundred Dollars and Fifty Cents ($20,800.50) tender, amounting to Five Thousand, Two Hundred Dollars and Twelve Cents ($5,200.12), as just compensation for Mr. Larry H. Allen's interest in the right-of-way to be taken to be held by the Court pending determination of this proceeding.

23. The sole remaining issue relates to whether or not the above-mentioned amounts of the Twenty Thousand Eight Hundred Dollars and Fifty Cents ($20,800.50) tender or less is an appropriate valuation of the property condemned by Southern Power.

WHEREFORE, the Plaintiff/Condemnor, Southern Power, respectfully requests the Court to:

1. Declare that just compensation for the right-of-way to be taken from the portion of the property owned by Mr. James I. McCulloch, as described in the Condemnation Notice and Tender of Payment, is $2,600.06 or less;

2. Declare that just compensation for the right-of-way to be taken from the portion of the property owned by Mr. Larry H. Allen, as described in the Condemnation Notice and Tender of Payment, is $5,200.12 or less;

3. Enter an Order granting Plaintiff/Condemnor the property interests sought herein, including the interests of James, I. McCulloch, Mr. Larry H. Allen and the Heirs of David Hoyle Allen; and

4. Award such other and further relief in favor of Southern Power as the Court deems just and appropriate.

This 15 day of December, 2009.

SOUTHERN POWER COMPANY

BY: _____

Kevin A. Dunlap
Attorney for Condemnor
100 Dunbar Street, Suite 206
Spartanburg, SC 29306
864-591-2030

S. Lindsay Carrington
Attorney for Condemnor
401 South Tryon Street, Suite 3000
Charlotte, NC 28202
704-372-9000

Spartanburg, South Carolina

December 15, 2009

Instrument 201000000971 OR Volume 34 Page 1470

EXHIBIT A

Instrument 201000002612 OR Volume 36 Page 1859

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. James I. McCulloch, Jr.
1233 Taylors Road
Taylors, SC 29687

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Jim McCulloch

B. Date of Delivery

C. Signature X ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

OCT 23 2008 USPS

3. Service Type
XX Certified Mail ☐ Express Mail
☐ Registered XX Return Receipt for Merch
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service) 7008 0150 0001 9422 4683

PS Form 3811, March 2001 Domestic Return Receipt 102595-01-M-1424

Instrument 201000000971 OR Volume Page 34 1471

EXHIBIT B

Instrument 201000002612 OR Volume Page 36 1860

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Larry H. Allen
101 Bruel Street
P.O. Box 416
Blacksburg, SC 29702

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly): Tim H. Allen

B. Date of Delivery: 11/3/09

C. Signature: X Tim H. Allen ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
XX Certified Mail ☐ Express Mail
☐ Registered XX Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label): 7008 0150 0001 9422 4669

PS Form 3811, March 2001 Domestic Return Receipt 102595-01-M-1424

Instrument 201000000971 OR Volume Page 34 1472

AFFIDAVIT OF SERVICE

State of SOUTH CAROLINA County of CHEROKEE Common Pleas Court

Case Number: 09-CP

EXHIBIT C

Plaintiff:
SOUTHERN POWER COMPANY D/B/A SOUTHER POWER COMPANY - SOUTH CAROLINA

vs.

Defendant:
LARRY H. ALLEN, CONNIE WILSON ALLISON, CAROL E. WILSON, STEVE ANDREW WILSON, BARBARA ALLEN, JAMES I MCCULLOCH, III, AND TODD ALEN MCCULLOCH, KNOWN LAND OWNERS/CONDEMNEES, AND VILCAN CONSTRUCTION MATERIALS, L.P., OTHER CONDEMNEE, AND THE HEIRS OF DAVID HOYLE ALLEN, UNKNOWN CLAIMAN

Instrument 201000002612 OR Volume Page 36 1861

For:
PARKER POE ADAMS & BERNSTEIN L.L.P.
1201 Main Street
Suite 1450
Columbia, SC 29201

Received by A Services Group, LLC to be served on **MR. LARRY ALLEN, 101 BRUEL STREET, P.O. BOX 416, BLACKSBURG, SC 29702.**

I, JAMES BAGWELL, being duly sworn, depose and say that on the **12th day of November, 2009** at **6:30 pm, I:**

PERSONALLY served by delivering two true and correct copies of the **COMDENMNATION NOTICE AND TENDER OF PAYMENT AND AGREEMENT AND REQUEST FOR PAYMENT.** and leaving the same with **MR. LARRY ALLEN**. That at the time and place set forth above, affiant duly-served the above described documents in the above-entitled matter upon **LARRY ALLEN**, by then and there, at the residence and usual place of abode of said person(s), personally delivering a true and correct copy thereof to and leaving same with **MR. LARRY ALLEN** being a person of suitable age and discretion then resident therein.

Additional Information pertaining to this Service:
DEFENDANT IS INTENTIONALLY DODGING SERVICE.

Description of Person Served: Age: 55, Sex: M, Race/Skin Color: White, Height: 5'9, Weight: 175, Hair: Gray, Glasses: N

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served.

JAMES BAGWELL
Process Server

A Services Group, LLC
1900 S. Highway 14, Suite F
Greer, SC 29650
(864) 679-2580

Subscribed and Sworn to before me on the 13th day of November, 2009 by the affiant who is personally known to me.

NOTARY PUBLIC

Our Job Serial Number: 2009001021

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Instrument Volume Page
201000000971

EXHIBIT
D

The Gaffney Ledger

(864) 489-1131
(864) 487-7667

1604 W. Floyd Baker Blvd. – P.O. Box 670 – Gaffney, SC 29342

STATE OF SOUTH CAROLINA

Instrument Volume Page
201000002612 DR 36 1862

COUNTY OF CHEROKEE

Personally came before me, a Notary Public for State and County aforesaid, Carolyn C. Moss, Secretary/Receptionist for The Gaffney Ledger, Inc., a newspaper published at Gaffney, South Carolina, and on oath says that the above advertisement did appear in said newspaper, and that the clipping herewith attached and made a part of this affidavit is a true copy of said advertisement as it appeared in said newspaper on October 21, 28, November 4 2009.

Carolyn C. Moss
Carolyn C. Moss, Secretary/Receptionist

Sworn to before me this

4th day of Nov 2009

Shaw Pool
Notary Public for South Carolina

Instrument 201000000971 OR Volume Page 34 1474

Instrument 201000002612 OR Volume Page 36 1863

CONDEMNATION NOTICE AND TENDER OF PAYMENT

Southern Power Company d/b/a Southern Power Company – South Carolina,
Condemnor
v.
Larry H. Allen, Connie W. Allison, Carol E. Wilson, Steve A. Wilson, [illegible] McCullough, III, Todd A. McCullough, Vulcan [illegible] Legal Heirs and Heirs of David Hoyle Allen,
Condemnees

TO: THE HEIRS OF DAVID HOYLE ALLEN

NOTICE IS HEREBY GIVEN that an action is about to be commenced in the Court of Common Pleas pursuant to S.C. Code Ann. § 28-2-10 et seq. by the above-named Condemnor against the above-named Condemnees to condemn portions of property in which you may have an interest. Condemnor seeks to acquire a perpetual appurtenant easement over the real property situated on or near Mill Creek Road and Elm Road near the Vulcan Materials quarry in northeast Cherokee County. Said easement will be located on the subject property in two locations and consist of a total of 3.01 acres: all that certain piece, parcel and tract of land situate, lying and being in the Town of Cherokee, County of Cherokee, State of South Carolina, containing 1.55 acres, more or less, and more particularly shown on Exhibit A-1 of that certain Right of Way Agreement recorded in the Office of the Cherokee County Clerk of Court in Book 29, page 1885, as the un-shaded portion of the Proposed 125' Right-of-Way lying north of survey station 75+42.01 and south of survey station 70+02.1, together with all that certain piece, parcel and tract of land situate, lying and being in the Town of Cherokee, County of Cherokee, State of South Carolina, containing 1.76 acres, more or less, and more particularly shown on Exhibit A-1 of that certain Right of Way Agreement recorded in the Office of the Cherokee County Clerk of Court in Book 29, page 1885, as the un-shaded portion of the Proposed 125' Right-of-Way lying east of survey station 57+48.25 and continuing to the border between the State of South Carolina and the State of North Carolina. Condemnor is vested with the power of eminent domain pursuant to S.C. Code Ann. § 58-27-130, § 58-27-10(7) and § 58-27-30. Additionally, The Public Service Commission of South Carolina granted Condemnor, on August 8, 2009, a Certificate of Environmental Compatibility and Public Convenience and Necessity for the construction, operation and maintenance of the 230 kV transmission line for which the easement is required. The property sought herein is to be acquired for public purposes; more particularly for an easement upon which a 230 kV electric transmission line will be constructed to connect Condemnor's Cleveland County Plant to Duke Energy's Ripp Substation. This action will be brought pursuant to S.C. Code Ann. § 28-2-240. Condemnor has complied with the requirements set forth in S.C. Code Ann. § 28-2-70(a) by having the subject property appraised and making the appraisal available to the Known Landowners, and certifies that a negotiated resolution has been attempted prior to the commencement of this action. Project plans can be inspected at the office of CBS Surveying and Mapping, Inc. at 122 E. Robinson Street, Gaffney, South Carolina 29342. THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED HEREUNDER TO BE THE SUM OF TWENTY THOUSAND EIGHT HUNDRED AND 60/100 DOLLARS AND HEREBY TENDERS PAYMENT THEREOF TO THE KNOWN AND UNKNOWN POSSIBLE LANDOWNERS. Payment of this amount will be made to the Known and Unknown Possible Landowners if within thirty (30) days of service of this Condemnation Notice, the Known and Unknown Possible Landowners in writing request payment and agree to execute any instruments necessary to convey to the Condemnor the property interests and rights described hereinabove. If you believe you are entitled to a portion of this payment by virtue of your ownership interest in the property, contact in writing by first-class certified mail, with return receipt requested, Kevin Gannon, Southern Power Company, BIN No. 15N-8198, Post Office Box 2641, Birmingham, Alabama 35291-8186, or personally deliver a request for payment in writing to CBS Surveying and Mapping, Inc. at 122 E. Robinson Street, Gaffney, South Carolina by no later than December 4, 2009. If no Agreement and Request for Payment is received by the Condemnor within the thirty (30) day period, the tender is considered rejected. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the County where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give Known and Unknown Possible Landowners notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice. AN ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY (30) DAYS OF THIS CONDEMNATION NOTICE, OR THE KNOWN AND UNKNOWN POSSIBLE LANDOWNERS WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender is rejected, the Condemnor shall notify the Clerk of Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that notice must be served on the Known and Unknown Possible Landowners. That notice shall state

2009 DEC 15 P 4:17
CLERK OF COURT
CHEROKEE CO. SC

EXHIBIT

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STATE OF SOUTH CAROLINA COUNTY OF CHEROKEE	)	IN THE COURT OF COMMON PLEAS IN THE SEVENTH JUDICIAL CIRCUIT
SOUTHERN POWER COMPANY, d/b/a SOUTHERN POWER COMPANY - SOUTH CAROLINA, Condemnor, vs. LARRY H. ALLEN, CONNIE WILSON ALLISON, CAROL E. WILSON, STEVE ANDREW WILSON, BARBARA ALLEN, JAMES I. McCULLOCH, III, and TODD ALAN McCULLOCH, Known Landowners/ Condemnees, and VULCAN CONSTRUCTION MATERIALS, L.P., Other Condemnee, and THE HEIRS OF DAVID HOYLE ALLEN, Unknown Claimants.	)	CASE NUMBER: 09-CP-___-___ Instrument 201000000971 OR Volume 34 Page 1475 **CONDEMNATION NOTICE AND TENDER OF PAYMENT (Jury Trial Demanded)** Instrument 201000002612 OR Volume 36 Page 1864

TO: THE LANDOWNERS, OTHER CONDEMNEE AND UNKNOWN CLAIMANTS ABOVE NAMED:

Pursuant to the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. § 28-2-10, *et seq.*, you are hereby notified as follows:

1. Southern Power Company d/b/a Southern Power Company – South Carolina ("Southern Power") is the Condemnor herein and seeks to acquire the real property described herein for public purposes.

2. Larry H. Allen, Connie Wilson Allison, Carol E. Wilson, Steve Andrew Wilson, Barbara Allen, James I. McCulloch, III, and Todd Alan McCulloch are named as Known Landowners in this action by virtue of their claim of title (or other interests) as shown in part by:

(i) the deed of Distribution for the Estate of David Allen recorded on January 18, 2005 in Deed Book 198, Page 109, Cherokee County Clerk of Court;

(ii) the Deed of Distribution for estate of Doris Allen McCulloch, Deed Book 27, Page 2908, Cherokee County Clerk of Court;

(iii) the Deed of Distribution for estate of Joyce Allen Wilson, Deed Book 28, Page 161, Cherokee County Clerk of Court; and

(iv) In part by deed from Hattie N. Allen recorded on October 1, 1985 in Deed Book 12-F, Page 850, Cherokee County Clerk of Court.

3. Vulcan Construction Materials, L.P. ("Vulcan"), a Delaware limited partnership, is named as a party in this action under "Other Condemnee" by virtue of its leasehold interest described in Assignment of Lease recorded in Deed Book 64 at Page 345 in the Office of the Clerk of Court of Cherokee County, South Carolina. Southern Power, by this condemnation, will not disturb Vulcan's leasehold interest, and Vulcan has already executed a right-of-way agreement granting Southern Power an easement over its leasehold interest. The heirs of David Hoyle Allen are named as parties to this action under "Unknown Claimants" by virtue of possible outstanding interests of said heirs due to lack of proper administration of record of the estate of David Hoyle Allen.

4. Condemnor seeks to acquire a perpetual, appurtenant easement over the real property subject to this action. The following is a description of the real property subject to this action, a description of the location of the perpetual, appurtenant easement sought, a description of the real property that is benefitted by the perpetual, appurtenant easement sought, and a description of the interest and rights sought to be acquired in and to the property by the Condemnor:

A. Description of Entire Tract:

All that certain piece, parcel or tract of land conveyed to David W. Allen by Robert Isler, et al by deed dated February 14, 1951, and recorded in Vol. 4-D, Page 119, Clerk of Court's office for Cherokee County adjoining the tract described above and described as follows: BEGINNING at a stake, corner of lot already owned by David W. Allen where small branch passes under the dirt road and running thence with line of David W. Allen's lot 200 feet to a stake; back corner of David W. Allen's lot; thence at right angles 50 feet to a stake; thence parallel with line of David W. Allen's lot approximately 200 feet to stake; thence with line of Southern Railway right of way, 50 feet to the beginning corner and containing 10,000 square feet, more or less.

The above two properties comprising a total of two (2) acres, more or less, and being the same premises conveyed to the late David W. Allen et al, by deed of Hattie N. Allen dated July 12, 1995,

(Continued on the next page)

and recorded October 7, 1985, in Vol. 12-F, at Page 853, in the office of the Clerk of Court for Cherokee County.

Tax Map No. 172-03-00-027-000.

ALSO: All that certain piece, parcel or tract of land lying, being and situate approximately 1.5 miles East of Grover, North Carolina, in Cherokee Township, Cherokee County, South Carolina, and described according to a survey and plat made by J. V. Phillips, Sr., R.E., dated August 14, 1958, and recorded in Deed Book 4-W, at Page 410, in the Registry for Cherokee County, South Carolina, as follows: BEGINNING at stake on State Line and running thence with David Hoyle Allen's line S. 54-21 E. 705.6 feet to stake, S. 69-45 W. 1106 feet to stake; thence with my own land N. 12-20 W. 605.5 feet to stake, N. 54-25 E 637 feet to stone, beginning corner and containing 12.4 acres, more or less.

Being the same premises conveyed to the late David N. Allen, et al, by deed of Hattie N. Allen dated July 12, 1985, and recorded October 7, 1985, in Volume 12-F, at Page 850, in the office of the Clerk of Court for Cherokee County.

Tax Map No. 211-00-00-021-001.

ALSO: All that lot of land, with the improvements thereon, containing 61.42 acres, situate in Cherokee Township, Cherokee County, South Carolina, and described as follows: BEGINNING at an iron in road leading from York, South Carolina, to Grover, North Carolina, and which point is on the dividing line between States of South Carolina and North Carolina; thence from said point of beginning along the southern line of the North Carolina State line, North 86 degrees West 28.60 chains to stone and iron; thence leaving said state line South 84 degrees 30 minutes East 10.10 chains to iron; thence South 65 degrees 30 minutes West 24.50 chains to iron; thence South 2 degrees 30 minutes East 5 chains to point; thence South 62 degrees East 9.80 chains to point; thence South 3 degrees East 2.50 chains to point; thence South 86 degrees East 4 chains to iron in gully; thence along the dividing line between property hereby conveyed and

(Continued on the next page)

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land of J. L. Herndon, located to the South thereof, the following course and distance: North 27 degrees 45 minutes East 1.55 chains to a point; thence North 54 degrees 30 minutes East 1 chain to a point; thence North 52 degrees East 2.10 chains to a point; thence North 43 degrees 15 minutes East 4.10 chains to a point; thence North 57 degrees East 6.20 chains to a point; thence North 63 degrees East 3.90 chains to a point; thence North 61 degrees East 2.51 chains to a point; thence North 91 degrees 15 minutes East 20 chains to iron; thence leaving said Herndon line along the York Road North 31 degrees West 12.34 chains to the point of beginning.

The above 62.42 acres was reduced by one (1) acre, more or less, being conveyed from David Hoyle Allen to Joyce Elaine and Billy Adkin Wilson. Said one acre deed being recorded in the office of the Clerk of court for Cherokee County in Deed Book 4-I, at Page 21, dated October 15, 1954. Said property later conveyed by Joyce Elaine and Billy Adkin Wilson to Larry H. Allen. Said deed being recorded in the office of the Clerk of Court for Cherokee County in Deed Book 6-G, at Page 319, dated January 8, 1986.

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also

ALL that certain piece, parcel or tract of land lying, being and situate approximately 1.5 miles East of Grover, North Carolina in Cherokee Township, Cherokee County, South Carolina, and described according to a survey and plat made by J. V. Phillips, Sr., R. E. dated Autust 14, 1958, and recorded in Deed Book 4-W, page 410, Registry for Cherokee County, South Carolina as follows:

BEGINNING at stake on State Line and running thence with David Hoyle Allen's line S. 54-21 E. 705.6 feet to stake, S. 60-45 W. 1106 feet to stake; thence with my own land N. 12-20 W. 605.5 feet to stake, N. 54-25 E. 637 feet to stone, beginning corner and containing 12.4 acres, more or less.

DERIVATION: Property was acquired by the Known Landowners by deed of Distribution for the Estate of David Allen recorded on January 18, 2005 in Deed Book 198, Page 109, Cherokee County Clerk of Court, and by deed from Hattie N. Allen recorded on October 1, 1985 in Deed Book 12-F, Page 850, Cherokee County Clerk of Court.

B. Description of Property to be Acquired in this Proceeding:

SEE **SHADED AREA ON EXHIBIT A-1 (SURVEY DATED JANUARY 6, 2009 PREPARED BY CBS SURVEYING AND MAPPING, INC.) ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION.**

C. Description of Property to be Benefitted in this Proceeding:

All that parcel of land, situate, lying and being in No. 4 Township, Cleveland County, State of North Carolina, being located northeast of the Town of Grover, being known as a part of the O.M. Mull Farm in No. 4 Township

containing 200 acres, more or less, according to a plat of survey by J.D. Turner, registered land surveyor, and described by metes and bounds as follows:

To locate the point of beginning, begin at a point on the southeast right of way line of Interstate Highway #85 located approximately 3,000 feet southwest as measured along said right of way line from its intersection with the southwest line right of way line of North Carolina Highway #216, which point is a common corner with property now or formerly owned by J.C. Bell, WHICH IS THE PLACE OR POINT OF BEGINNING and run thence South 38 degrees 00 minutes East 1106.0 feet to a point; run thence North 64 degrees 20 minutes East 2310.0 feet to a point; run thence South 45 degrees East 462.0 feet to a point; run thence South 50 degrees 00 minutes West 878 feet to a point; run thence South 53 degrees 00 minutes West 1601 feet to a point; run thence South 37 degrees 30 minutes East 660 feet to a point; run thence North 85 degrees 40 minutes West 6418.5 feet to a point; run thence North 13 degrees 45 minutes East 500 feet, more or less, to a point on the southeast right of way line of Interstate Highway #85, run thence northeast along said right of way line and following the curvature thereof, a distance of 4,925 feet, more or less, to the place or point of beginning.

THERE IS EXCEPTED from the foregoing parcel or tract of land lying South of U.S. Highway I-85, being the Shiloh Baptist Church property which is described as follows:

BEGINNING at a stake in or near the South edge of U.S. Highway I-85, being the Northernmost corner of the church lot; and running thence South 15 East 181.5 feet to a stake in the North edge of an easement for a road which leads to Highway I-85; thence North 55 East 297 feet to a stake in the South edge of Highway I-85 at a point where the North edge of the 15 foot road intersects the said Highway right of way; thence South 37 West 16.5 feet to a stake; thence South 55 West 297 feet to a stake in the church line; thence with the old church line South 35 East 165 feet to a stake an old corner; thence South 55 West 363 feet to a stake, being the Southernmost corner of the church lot; thence North 85 West 363 feet; thence North 55 East 363 feet to the place of BEGINNING.

THE SECOND PARCEL EXCEPTED is the old Patterson graveyard, which is located across State Road 2278 from the Shiloh church, this exception is described as follows:

BEGINNING at stake in the NC-SC line at a point South 85-40 East 950 feet from the iron stake which is the Southwest corner of this tract of land; and running thence with the old graveyard line North 1-30 East 232.8 feet to a stake; thence North 87 East 239.0 feet to a stake in the North edge of the road leading from Highway 2278 to the graveyard; thence with the North edge of that road, North 42-35 East 270 feet to a stake in said road 2278; thence down the center of the said road, South 47-45 East 15 feet, more or less, to a stake; thence South 42-35 West 270 feet to a stake in the graveyard line; thence South 45 East 165 feet to

a stake; thence South 50 West 165 feet to a stake in the NC-SC line; thence with that line north 85-40 West 225 feet to the place of beginning.

Neither of these said tracts nor is U.S. Highway I-85, or U.S. Highway 29 figured in the total acreage of 200 acres, however, it is the intention of deeding any interest that the grantors may have in the property occupied by Highway 29 or by U.S. Highway I-85. The same is conveyed subject to easements outstanding.

DERIVATION: The property was conveyed by Douglas L. Harper and wife, Madeline A. Harper, AKA Madeleine A. Harper to Cleveland County Kings Mountain, LLC, a Delaware limited liability company, by deed dated September 28, 2005 recorded on September 30, 2005 in Deed Book 1465, Page 308, Cleveland County Register of Deeds.

The above property is also known as and described as follows:

Tract 1:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 14.123 acres, and being more particularly described as follows:

Commencing at a concrete right-of-way monument marking the intersection of the southwesterly right-of-way of Elm Road (100' R/W) and the southeasterly right-of-way of Interstate 85 (Variable R/W), said monument being the POINT OF BEGINNING; thence along said right-of-way of Elm Road S41°51'42"E a distance of 459.35 feet to a point; thence leaving said right-of-way, S42°28'47"W a distance of 214.80 feet to a ½-inch rebar found; thence S86°58'33"W a distance of 239.10 feet to a ½-inch rebar found; thence S01°30'21"W a distance of 199.12 feet to a ½-inch rebar set; thence N87°09'22"W a distance of 929.19 feet to a 1-inch pipe found along the state line of Cleveland County, North Carolina and Cherokee County, South Carolina; thence leaving state line, N13°22'40"E a distance of 422.76 feet to a 1-inch pipe found along the aforementioned right-of-way of Interstate 85, thence continuing along said right-of-way N75°38'32"E a distance of 208.44 feet to a concrete monument found; thence N12°42'27"W a distance of 16.82 feet to a concrete monument found; thence N75°21'21"E a distance of 738.51 feet to said POINT OF BEGINNING.

Tract 2:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 10.574 acres, and being more particularly described as follows:

Commencing at a ½-inch rebar set along the southwesterly right-of-way of Elm Road (variable R/W), said rebar being 121.11 feet Northwest of the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said

rebar also being the POINT OF BEGINNING for this tract; thence leaving said right-of-way N87°09'22" W a distance of 1800.66 feet to a ½-inch rebar set; thence N49°59'18" E a distance of 121.55 feet to a ½-inch rebar found; thence N38°32'18" W a distance of 166.07 feet to a ½-inch rebar found; thence N42°29'38" E a distance of 222.04 feet to a ½-inch rebar found along the aforementioned right-of-way of Elm Road (100' R/W at this location); thence along said right-of-way a curve to the left, having an arc length, of 541.67 feet, a radius of 540.00 feet, being subtended by a chord bearing S70°25'15" E a distance of 519.24 feet to a point; thence N80°47'34" E a distance of 431.20 feet to a point; thence along a curve to the right having an arc length of 784.17 feet, a radius of 685.00 feet, being subtended by a chord bearing S66°24'43" E a distance of 742.05 feet to a concrete monument found; thence N52°50'18" E a distance of 20.75 feet to a concrete monument found; thence S33°12'45"E a distance of 86.20 feet to said POINT OF BEGINNING.

Tract 3:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 158.055 acres and being more particularly described as follows:

Commencing at a ½-inch rebar set along the northeasterly right-of-way of Elm Road (Variable R/W), said rebar being 123.34 feet Northwest of the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar also being the POINT OF BEGINNING for this tract; thence continuing along said right-of-way of Elm Road, N33°12'45"W a distance of 129.88 feet to a point; thence N56'47'15"W a distance of 19.30 feet to a point; thence along a curve to the left, having an arc length of 897.92 feet, a radius of 785.00 feet, being subtended by a chord bearing N66°26'18"W a distance of 849.77 feet to a point; thence S80°47'34"W a distance of 431.20 feet to a point; thence along a curve to the right, having an arc length of 440.38 feet, a radius of 440.00 feet, being subtended by a chord bearing N70°32'04"W a distance of 422.23 feet to a point; thence N41°51'42"W a distance of 422.58 feet to a point along the southeasterly right-of-way of Interstate 85 (Variable R/W); thence continuing along said right-of-way of Interstate 85, N77°16'04"E a distance of 361.15 feet to a point; thence leaving said right-of-way, S50°20'19"W a distance of 244.61 feet to a ½-inch rebar found; thence S39°39'15"E a distance of 362.95 feet to a ½-inch rebar found; thence N50°20'27"E a distance of 363.01 feet to a ½-inch rebar found; thence N39°39'41"W a distance of 164.99 feet to a ½-inch rebar set; thence N50°20'19"E a distance of 228.49 feet to a ½-inch rebar set along the aforementioned right-of-way of Interstate 85; thence continuing along said right-of-way of Interstate 85, N77°25'28"E a distance of 94.87 feet to a concrete right-of-way monument found; thence N07°17'41"W a distance of 16.87 feet to a concrete right-of-way monument found; thence N78°42'55"E a distance of 1700.69 feet to a concrete right-of-way monument; thence S16°22'36"E a distance of 9.98 feet to a concrete right-of-way monument; thence N76°17'24"E a distance of 204.67 feet to a concrete right-of-way monument; thence

N19°15'48"W a distance of 10.98 feet to a concrete right-of-way monument; thence along a curve to the left, having an arc length of 1057.34 feet, a radius of 3907.00 feet, being subtended by a chord bearing N66°40'37"E a distance of 1054.12 feet to a ½-inch rebar found; thence leaving said right-of-way of Interstate 85, S39°25'07"E a distance of 734.07 feet to a 1-inch iron rod found; thence S37°43'38"E a distance of 270.65 feet to a 3/8-inch iron rod found; thence S36°20'33"E a distance of 97.96 feet to a 2-inch pipe found; thence N63°26'03"E a distance of 834.63 feet to a 3/4-inch pipe found; thence N63°25'00"E a distance of 1589.80 feet to a large stone found; thence S36°59'28"E a distance of 434.35 feet to an iron bar found; thence S49°00'38"W a distance of 858.60 feet to a ½-inch rebar set; thence S52°51'38"W a distance of 1534.50 feet to a ½-inch rebar set; thence S44°18'22"E a distance of 538.46 feet to a ½-inch rebar set; thence N87°09'44"W a distance of 57.99 feet to a 1-inch pipe found; thence N87°09'44"W a distance of 1014.22 feet to a ½-inch rebar found; thence N87°09'22"W a distance of 2286.30 feet to said POINT OF BEGINNING.

Tract 4:

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All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 0.296 acres, and being more particularly described as follows;

Commencing at a ½-inch rebar found along the southeasterly right-of-way of Interstate 85 (Variable R/W), said monument being the POINT OF BEGINNING for this tract; thence continuing along said right-of-way of Interstate 85, S04°51'44"E a distance of 19.33 feet to a ½-inch rebar set; thence N77°25'28"E a distance of 67.59 feet to a ½-inch rebar set; thence leaving said right-of-way of Interstate 85, S50°20'19"W a, distance of 196.83 feet to a ½-inch rebar set; thence N39°28'47"W a distance of 121.47 feet to a point along the aforementioned right-of-way of Interstate 85; thence continuing along said right-of-way of Interstate 85, N77°16'04"E a distance of 165.21 feet to said POINT OF BEGINNING.

Tract 5:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 0.253 acres, and being more particularly described as follows;

Commencing at a 1-inch pipe along the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said pipe being the POINT OF BEGINNING for this tract; thence leaving said state line S87°09'22"E a distance of 929.19 feet to a ½-inch rebar set; thence S01°30'21"W a distance of 23.71 feet to a ½-inch rebar found along aforementioned state line; thence continuing along said state line, N85°41'45"W a distance of 930.04 feet to said POINT OF BEGINNING.

Tract 6:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 2.695 acres, and being more particularly described as follows;

Commencing at a ½-inch rebar set along the southwesterly right-of-way of Elm Road (Variable R/W) and the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar being the POINT OF BEGINNING; thence continuing along said state line, N85°05'59"W a distance of 944.38 feet to a ½-inch rebar found; thence N85°06'04"W a distance of 960.67 feet to a railroad rail found; thence leaving said state line, N49°59'18"E a distance of 43.48 feet to a ½-inch rebar set; thence S87°09'22"E a distance of 1800.66 feet to a ½-inch rebar set along the aforementioned right-of-way of Elm Road; thence continuing along said right-of-way of Elm Road, S33°12'45"E a distance of 121.11 feet to said POINT OF BEGINNING.

Tract 7:

All of that land, lying and being situate in Number Four (4) Township, Cleveland County, North Carolina, containing 5.079 acres, and being more particularly described as follows;

Commencing at ½-inch rebar set along the northeasterly right-of-way of Elm Road (Variable R/W) and the state line of Cleveland County, North Carolina and Cherokee County, South Carolina, said rebar being the POINT OF BEGINNING for this tract; thence continuing along said right-of-way of Elm Road, N33°12'45" W a distance of 123.34 feet to a ½-inch rebar set; thence leaving said right-of-way of Elm Road, S87°09'22"E a distance of 2286.30 feet to a ½-inch rebar found; thence S51°36'27"W a distance of 151.60 feet to a ½-inch rebar found along aforementioned state line; thence continuing along said state line, N87°08'53"W a distance of 662.40 feet to a ½-inch rebar found; thence N87°19'38"W a distance of 1070.09 feet to a ½-inch rebar found; thence N86°38'18"W a distance of 367.23 feet to said POINT OF BEGINNING.

DERIVATION: The property was conveyed by Douglas L. Harper and wife, Madeleine A. Harper, aka Madeline A. Harper to Cleveland County Kings Mountain, LLC, a Delaware limited liability company by deed dated September 28, 2005, recorded September 30, 2005, in Deed Book 1465, Page 312, Cleveland County Register of Deeds.

D. Rights Acquired in this Proceeding:

A perpetual, appurtenant easement and right (i) to construct, operate and maintain electric transmission and communication lines and all towers, poles, conduits, conductors, cables, insulators, anchors, guy wires, counterpoise

conductors, and all other appliances necessary or convenient in connection therewith from time to time over, under and across, a strip of land 125 feet in width (more or less), as said strip is now located by the final location survey thereof heretofore made by Condemnor (all as more particularly shown as the shaded area on Exhibit A-1 attached hereto and incorporated herein by reference (the "Premises")), over, under and across the lands of which it is hereinafter described as being a part, together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof for the purposes above described, including the right of ingress and egress to and from said strip and the right to cut, remove, or otherwise kill, and keep clear by any means, including chemicals, all trees and undergrowth and all other obstructions under, on or above said strip, (ii) to cut such trees outside of said strip which in falling would come within five (5) feet of any conductor on said strip, (iii) to install grounding devices on any fences now or hereafter located on such strip and (iv) to prevent the use of such strip as a parking area for automobiles or other vehicles, as a storage area for machinery or materials, or as a road other than a road for Condemnor's and Condemnees' use, maintained by Condemnees, crossing such strip at a location which does not endanger or interfere with works that have been or may at some future date be constructed on such strip, said strip being described and shown in Exhibit A-1.

5. Southern Power is vested with the power of eminent domain pursuant to S.C. Code Ann. § 58-27-130, § 58-27-10(7) and § 58-27-30. Additionally, The Public Service Commission of South Carolina granted Southern Power on August 6, 2009 a Certificate of Environmental Compatibility and Public Convenience and Necessity for the construction, operation and maintenance of the 230-kV transmission line for which the easement, described in Item 4, supra, is required.

6. The property sought herein is to be acquired for public purposes, more particularly for an easement upon which a 230-kV electric transmission line will be constructed to connect Southern Power's Cleveland County Plant to Duke Energy's Ripp Substation.

7. This action is brought pursuant to S.C. Code Ann. § 28-2-240.

8. Southern Power has complied with the requirements set forth in S.C. Code Ann. § 28-2-70(a), by having the subject property appraised and making the appraisal available to the

Known Landowners, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action.

9. Attached to this Condemnation Notice is a plat of the property to be taken.

10. Project plans can be inspected at the office of CBS Surveying and Mapping, Inc. (owner Ted Beverly) at 122 E. Robinson Street, Gaffney, South Carolina 29342.

11. THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED HEREUNDER TO BE THE SUM OF TWENTY THOUSAND EIGHT HUNDRED AND 50/100 DOLLARS ($20,800.50) AND HEREBY TENDERS PAYMENT THEREOF TO THE KNOWN AND UNKNOWN POSSIBLE LANDOWNERS.

12. Payment of this amount will be made to the Known and Unknown Possible Landowners if within thirty (30) days of service of this Condemnation Notice, the Known and Unknown Possible Landowners in writing request payment, and agree to execute any instruments necessary to convey to the Condemnor the property interests and rights described hereinabove. The Agreement and Request for Payment must be sent by first-class certified mail with return receipt requested to Kevin Gammill, Southern Power Company, BIN No. 15N-8198, Post Office Box 2641, Birmingham, Alabama 35291-8186, or delivered in person to CBS Surveying and Mapping, Inc. at 122 E. Robinson Street, Gaffney, South Carolina 29342. If no Agreement and Request for Payment is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

13. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the County where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give Known and Unknown Possible

Landowners notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice.

14. AN ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY (30) DAYS OF THIS CONDEMNATION NOTICE, OR THE KNOWN AND UNKNOWN POSSIBLE LANDOWNERS WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.

15. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender herein is rejected, the Condemnor shall notify the Clerk of Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that notice must be served on the Known and Unknown Possible Landowners. That notice shall state whether the Condemnor demands a trial by jury or by the Court without a jury. The Known and Unknown Possible Landowners have the right to demand a trial by jury. The case may not be called for trial before sixty (60) days after the service of that notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give Known and Unknown Possible Landowners written notice by mail of the call of the case for trial.

16. THEREFORE, IF THE TENDER HEREIN IS REJECTED, THE KNOWN AND UNKNOWN POSSIBLE LANDOWNERS ARE ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.

17. In the event the Known and Unknown Possible Landowners accept the amount tendered in this Notice, the attached Agreement and Request for Payment form should be signed and returned to the Condemnor within thirty (30) days of your receipt of this Notice.

This 21 day of October, 2009.

SOUTHERN POWER COMPANY

BY: _____

Kevin A. Dunlap
Attorney for Condemnor
100 Dunbar Street, Suite 206
Spartanburg, SC 29306
864-591-2030

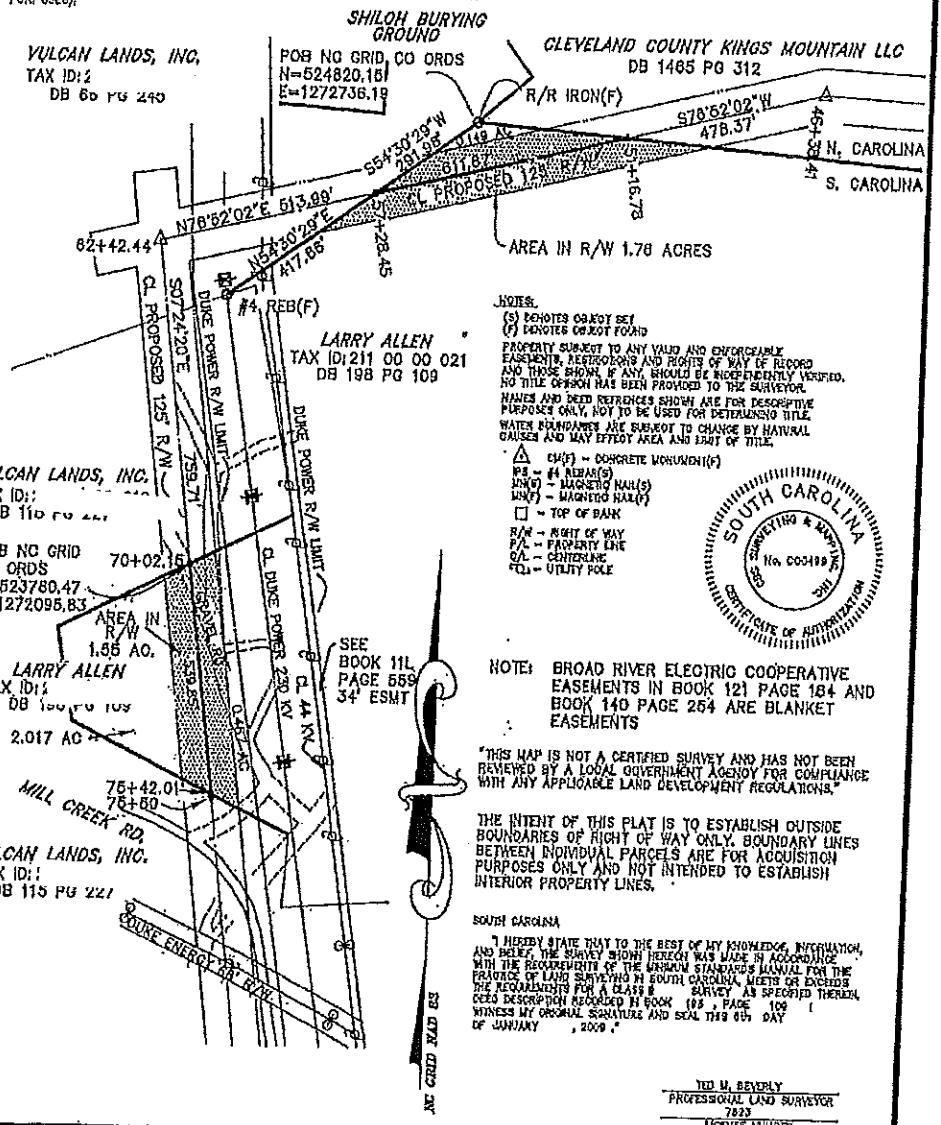
S. Lindsay Carrington
Attorney for Condemnor
401 South Tryon Street, Suite 3000
Charlotte, NC 28202
704-372-9000

Spartanburg, South Carolina
October 21, 2009

PPAB1610043v1

Exhibit A-1

COPYRIGHT © 2009 CBS SURVEYING AND MAPPING, INC. ALL RIGHTS RESERVED
NO PORTION OF THIS PLAT MAY BE REPRODUCED BY PHOTOCOPYING OR BY ANY OTHER MEANS, STORED, PROCESSED OR ELECTRONICALLY TRANSMITTED WITHOUT PRIOR WRITTEN PERMISSION OF THE ORIGINAL PROFESSIONAL LAND SURVEYOR, HIS HEIRS OR ASSIGNS. THIS DOCUMENT IS NOT VALID WITHOUT AN ORIGINAL SIGNATURE AND SEAL. (EXCEPTION-OFFICIAL USE BY GOVERNMENT OFFICIALS AND PROFESSIONAL LAND SURVEYORS FOR BOUNDARY RETRACEMENT PURPOSES).



NOTES:
(S) DENOTES OBJECT SET
(F) DENOTES OBJECT FOUND

PROPERTY SUBJECT TO ANY VALID AND ENFORCEABLE EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND THOSE SHOWN, IF ANY, SHOULD BE INDEPENDENTLY VERIFIED. NO TITLE OPINION HAS BEEN PROVIDED TO THE SURVEYOR.

NAMES AND DEED REFERENCES SHOWN ARE FOR DESCRIPTIVE PURPOSES ONLY, NOT TO BE USED FOR DETERMINING TITLE.

WATER BOUNDARIES ARE SUBJECT TO CHANGE BY NATURAL CAUSES AND MAY EFFECT AREA AND LIMIT OF TITLE.

△ CM(F) – CONCRETE MONUMENT(F)
IPS – #4 REBAR(S)
MN(S) – MAGNETIC NAIL(S)
MN(F) – MAGNETIC NAIL(F)
□ – TOP OF BANK
R/W – RIGHT OF WAY
P/L – PROPERTY LINE
C/L – CENTERLINE
– UTILITY POLE

SOUTH CAROLINA SURVEYING & MAPPING INC. No. C03499 CERTIFICATE OF AUTHORIZATION

NOTE: BROAD RIVER ELECTRIC COOPERATIVE EASEMENTS IN BOOK 121 PAGE 184 AND BOOK 140 PAGE 254 ARE BLANKET EASEMENTS

"THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS."

THE INTENT OF THIS PLAT IS TO ESTABLISH OUTSIDE BOUNDARIES OF RIGHT OF WAY ONLY. BOUNDARY LINES BETWEEN INDIVIDUAL PARCELS ARE FOR ACQUISITION PURPOSES ONLY AND NOT INTENDED TO ESTABLISH INTERIOR PROPERTY LINES.

SOUTH CAROLINA

"I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN, DEED DESCRIPTION RECORDED IN BOOK 198, PAGE 109. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 6th DAY OF JANUARY, 2009."

TED M. BEVERLY
PROFESSIONAL LAND SURVEYOR
7823
LICENSE NUMBER

Right of Way to be Acquired From:

LARRY ALLEN

By: SOUTHERN COMPANY

LOCATION/TOWNSHIP	CHEROKEE	TAX I.D.:	---
COUNTY:	CHEROKEE	STATE:	SOUTH CAROLINA
DATE:	01/06/09	JOB NO:	0109101

REVISIONS:

GRAPHIC SCALE
300 0 150 450
SCALE 1" = 300 FEET

CBS Surveying & Mapping, Inc.
122 EAST ROBINSON STREET
GAFFNEY, SC 29340 (864) 489-5068

Instrument 201000000971 OR Volume Page 34 1491

STATE OF SOUTH CAROLINA

COUNTY OF CHEROKEE

IN THE COURT OF COMMON PLEAS
IN THE SEVENTH JUDICIAL CIRCUIT

SOUTHERN POWER COMPANY, d/b/a SOUTHERN POWER COMPANY - SOUTH CAROLINA,

Condemnor,

vs.

LARRY H. ALLEN, CONNIE WILSON ALLISON, CAROL E. WILSON, STEVE ANDREW WILSON, BARBARA ALLEN, JAMES I. McCULLOCH, III, and TODD ALAN McCULLOCH,

Known Landowners/ Condemnees,

and

VULCAN CONSTRUCTION MATERIALS, L.P.,

Other Condemnee,

and

THE HEIRS OF DAVID HOYLE ALLEN,

Unknown Claimants.

CASE NUMBER: 09-CP-____-____

Instrument 201000002612 OR Volume Page 36 1880

AGREEMENT AND REQUEST FOR PAYMENT

2009 DEC 15 P 4:18
BRANDY W. MCBEE
CLERK OF COURT CHEROKEE CO. S.C.

The individual Known Landowners, having signed this document in the space provided below, hereby request payment in accordance with the terms of the Condemnation Notice and Tender of Payment, and in consideration therefor agree to execute upon presentation any lawful instruments necessary to convey to the Condemnor their property rights and interests being acquired by the Condemnor in the proceeding. This Agreement and Request for Payment must

be sent by the Landowners who sign it by first-class certified mail with return receipt requested to Kevin Gammill, Southern Power Company, BIN No. 15N-8198, Post Office Box 2641, Birmingham, AL 35291-8186, or delivered in person to the Condemnor at the office of CMS Surveying and Mapping, Inc. (owner Ted Beverly) at 122 E. Robinson Street, Gaffney, South Carolina 29342, within thirty (30) days of service of the Condemnation Notice.

If any unknown condemnees/claimants appear and assert a lawful claim for an interest in the subject property, then the interests below and corresponding monetary payments may be adjusted to account for these currently unknown interests.

LANDOWNERS:

¼ Interest - $5,200.12
Larry H. Allen Date

1/12 Interest - $1,733.38
Connie Wilson Allison Date

1/12 Interest - $1,733.38
Carol E. Wilson Date

1/12 Interest - $1,733.38
Steve Andrew Wilson Date

¼ Interest - $5,200.12
Barbara Allen Date

1/8 Interest - $2,600.06
James I. McCulloch, III Date

Instrument 201000000971 OR Volume 34 Page 1493

1/8 Interest - $2,600.06

Todd Alan McCulloch

Date

Instrument 201000002612 OR Volume 36 Page 1882