

19842

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE KERSHAW COUNTY COURT OF COMMON PLEAS

Roderick M. Todd, Jr. Esquire, Special Referee

Case No.: 2012208007

W.H. Bundy, Jr.,

Appellant,

vs.

Bobby Brent Shirley,

Respondent.

RECORD ON APPEAL
VOLUME II OF II

John W. Wells, Esquire
SCB # 6019
Baxley, Pratt & Wells, PA
Three The Common at Lugoff
PO Box 10
Lugoff, South Carolina 29078
(803) 438-4200
jwells@bpwpa.com
Attorney for Bobby Brent Shirley

M. Brent McDonald
SCB # 78057
Smith Bundy Bybee & Barnett, P.C.
P.O. Box 1542
Mt. Pleasant, SC 29464
(843) 881-1623
bmcDonald@s3blaw.com
Attorney for W. H. Bundy, Jr.

And

Stephen A. Spitz, Esq.
SCB # 5287
1134 Clearsprings Drive
Charleston, South Carolina 29412
843-377-2154 (p)
Sc.spitz@prodigy.net
Attorney for W. H. Bundy, Jr.

RECEIVED
JUN 26 2012
SC Court of Appeals

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STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

) IN THE COURT OF COMMON PLEAS
)
) C/A NO.: 2009-CP-28-00338

W.H. BUNDY, JR.,

Plaintiff,

v.

BOBBY BRENT SHIRLEY,

Defendants.

)
)
)
)
) STIPULATION OF PARTIES
) FOR DEFENDANT SHIRLEY'S
) CHAIN OF TITLE
)
)
)

The parties to this action, by and through their authorized counsel, hereby stipulate to the following:

- (1) The Defendant is the current fee owner of certain real property located in Kershaw County and identified as: All that piece, parcel or tract of land lying and being situated near Swift Creek in former School District No. 43, about ten (10) miles South of the City of Camden, Kershaw County, South Carolina, containing Thirty-seven and Fourteen Hundredths (37.14) acres, more or less, and as depicted on the plat prepared by Tetterton & Riddick, Surveyors, dated December 31, 1973, and recorded in the Register of Deeds for Kershaw County in Plat Book 35 at page 1596 (the "Shirley Property").
- (2) On October 8, 2008, Karen J. Shirley transferred the Shirley Property to Bobby Brent Shirley. A true and accurate copy of the deed is attached hereto as **Exhibit A**.

- (3) On May 3, 2007, Bobby Brent Shirley transferred the Shirley Property to Bobby Brent Shirley and Karen J. Shirley. A true and accurate copy of the deed is attached hereto as **Exhibit B**.
- (4) On February 21, 2005, Bobby Shirley and Nollie T. Shirley transferred the Shirley Property to Bobby Brent Shirley. A true and accurate copy of the deed is attached hereto as **Exhibit C**.
- (5) On or about May 10, 1985, D. William Whipple and Diana D. Whipple transferred the Shirley Property to Bobby Shirley and Nollie T. Shirley. A true and accurate copy of the deed is attached hereto as **Exhibit D**.
- (6) On May 10, 1985, Donald L. Morris and Harriet Morris transferred their interest in the Shirley Property to D. William Whipple and Diana D. Whipple. A true and accurate copy of the deed is attached hereto as **Exhibit E**.
- (7) On September 26, 1980, D. William Whipple transferred the Shirley Property to Donald L. Morris. A true and accurate copy of the deed is attached hereto as **Exhibit F**.
- (8) In March 1979, Trius Corporation transferred its interest in the Shirley Property to D. William Whipple. A true and accurate copy of the deed is attached hereto as **Exhibit G**.
- (9) On January 16, 1979, David L. Dickson transferred the Shirley Property to Trius Corporation. A true and accurate copy of the deed is attached hereto as **Exhibit H**.
- (10) On May 5, 1975, William H. Able, Jr. transferred the Shirley Property to David L. Dickson. A true and accurate copy of the deed is attached hereto as **Exhibit I**.

- (11) On or about December 31, 1973, Tetterton & Riddick, Surveyors, prepared a plat of the Shirley Property that is incorporated into every deed dated thereafter. A true and accurate copy of the plat is attached hereto as **Exhibit J**.
- (12) On December 21, 1973, W. M. Andrews transferred the Shirley Property to William H. Able, Jr. A true and accurate copy of the deed is attached hereto as **Exhibit K**.
- (13) On or about April 29, 1969, J. Douglas Montgomery, Master, transferred an interest in the Shirley Property to W. M. Andrews. A true and accurate copy of the deed is attached hereto as **Exhibit L**.
- (14) On November 4, 1968, Hobia Tillman Bennett and Annie Marie Bennett, as surviving children of Elijah Bennett, Sr., deceased, transferred their interest in the Shirley Property to W. M. Andrews. A true and accurate copy of the deed is attached hereto as **Exhibit M**.
- (15) On May 6, 1968, English Bennett transferred his interest in the Shirley Property to W. M. Andrews. A true and accurate copy of the deed is attached hereto as **Exhibit N**.
- (16) On April 2, 1968, Margretha Harris transferred her interest in the Shirley Property to W. M. Andrews. A true and accurate copy of the deed is attached hereto as **Exhibit O**.
- (17) On March 29, 1968, Carrie Williams, et al. transferred their interest in the Shirley Property to W. M. Andrews. A true and accurate copy of the deed is attached hereto as **Exhibit P**.

(18) On December 19, 1947, J.C. Gillis transferred the Shirley Property to Elijah Bennett. A true and accurate copy of the deed is attached hereto as **Exhibit Q**.

Keith M. Babcock
LEWIS & BABCOCK, LLP
1513 Hampton Street
Columbia, SC 29201
(803) 771-8000

Steven Spitz
P.O. Box 535
Charleston, SC 29402
(843) 377-2154
(843) 723-0618

M. Brent McDonald
SMITH, BUNDY, BYBEE & BARNETT, P.C.
1037 Chuck Dawley Blvd., Bldg. F, Suite 100
Post Office Box 1542
Mt. Pleasant, SC 29465-1542
(843) 881-1623

ATTORNEYS FOR THE PLAINTIFF

Mt. Pleasant, South Carolina
_____, 2010

John W. Wells, Esquire
Baxley, Pratt & Wells, PA
Three The Common at Lugoff
PO Box 10
Lugoff, South Carolina 29078
803-438-4200
803-438-5090 (Fax)

ATTORNEY FOR DEFENDANT

Lugoff, South Carolina
_____, 2010.

Law Office of George W. Speedy
32,130

TITLE NOT SEARCHED - DEED DRAWN ONLY

STATE OF SOUTH CAROLINA)

COUNTY OF KERSHAW)

TITLE TO REAL ESTATE

200800009402
Filed for Record in
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER
10-15-2008 At 11:46:35 am.
DEED 10.00
STATE .00
COUNTY .00
OR Volume 2432 Page 76 - 78

KNOW ALL MEN by THESE PRESENTS, that I, Karen J. Shirley (the "Grantor") in the State aforesaid, for and in consideration of the sum of PURSUANT TO FAMILY COURT ORDER 2007-DR-28-507 to me paid by Bobby Brent Shirley (the "Grantee") in the State aforesaid (receipt of which is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Bobby Brent Shirley, His Heirs and Assigns:

All my right, title and interest fee simple in the following described property:

PARCEL #1: All that piece, parcel or tract of land, with improvements thereon, if any, lying and being situated near Swift Creek in former School District No. 43, about ten (10) miles South of the City of Camden, Kershaw County, South Carolina, containing Thirty-seven and Fourteen Hundredths (37.14) acres, more or less, as shown and delineated on a plat prepared by Tetterton & Riddick, Surveyors, dated December 31, 1973, and recorded in the office of the Register of Deeds for Kershaw County in Plat Book 35, at page 1596, and bounded as follows: NORTHEAST by property now or formerly of R. H. Cantey and Camden Equipment Company; SOUTHEAST by property now or formerly of Perrie; and NORTHWEST by property now or formerly of R. H. Cantey and Camden Equipment Company.

Tax Map #367-00-00-001

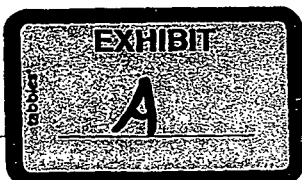
PARCEL #2: All those pieces, parcels of lots of land, with improvements thereon, if any, lying and being situate in the City of Camden, County of Kershaw, State of South Carolina, and being more particularly designated and shown on that plat entitled "Property of Bobby Brent Shirley", dated October 10, 1977, prepared by Tetterton & Riddick, R.L.S., and recorded in the Office of the Register of Deeds for Kershaw County in Plat book 35, at page 3014, and having those shapes and courses, metes and bounds as shown on said plat, the incorporation of which is made by specific reference thereto.

Tax Map #C298-08-00-017

The above describe properties are the same conveyed to Bobby Brent Shirley and Karen J. Shirley by deed of Bobby Brent Shirley dated May 3, 2007 and recorded in the office of the Register of Deeds for Kershaw county in Book 2166, at Page 215.

Recorded this 15th Day
Of October, 2008

Robin H. Watkins,
Kershaw County Auditor



GRANTEES' ADDRESS: 611 Wateree St., Camden, SC 29020

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, His Heirs and Assigns forever.

And Grantor does hereby bind herself and her Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, His Heirs and Assigns, against herself and her Heirs and against every person whomever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 8th day of October, 2008.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF



Betty B. Radney

Karen J. Shirley (Seal)
Karen J. Shirley

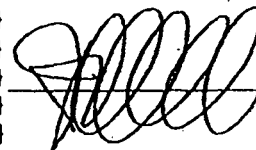
(Seal)

STATE OF SOUTH CAROLINA }
KERSHAW COUNTY }

PERSONALLY appear before me the undersigned witness and made oath that s/he saw the within named Grantor sign, seal and deliver the within deed, and that s/he, with the other witness named above witnessed the execution thereof.

SWORN to before me this 8th day of
October, 2008

Betty B. Radney (L.S.)
Notary Public of S.C.



My Commission Expires 12-15-2013

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW)

AFFIDAVIT

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

1. Property located at Tax Map #C298-08-00-017 was transferred by
Karen J. Shirley to Bobby Brent Shirley on October 8th 2008.

The transaction was:

The above transaction is exempt, or partially exempt, from the
recording fees as set forth in S.C. Code Ann. Section 12-24-10
et.seq. because the deed is transferring realty PURSUANT TO FAMILY
COURT ORDER 2007-DR-28-507 .

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

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

SWORN to before me this 8th
day of October, 2008.

B. B. Redding
Notary Public for S. C.

My Commission Expires: 12/15/2013

FILED FOR RECORD 05/04/2007
AT 10:09A BOOK 02166 PAGE 00215
Billie O. McLeod -Reg of Deeds - RMC
Kershaw County Government Ctr 000004672

4672 BK2166 PG215

000004672
RECORDED 05/04/2007 10:09:20AM
BK:02166 Pg:00215 Pages:3
Fee:10.00 State:0.00
County:0.00 Exempt:-----
Billie O. McLeod, Register of Deeds
Kershaw County, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF KERSHAW) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that BOBBY BRENT SHIRLEY (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of

FIVE AND NO/100'S (\$5.00) DOLLARS, LOVE AND AFFECTION

to the Grantor paid by BOBBY BRENT SHIRLEY AND KAREN J. SHIRLEY (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, for and during their lives and, upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following-described property, to wit:

PARCEL ONE:

All that piece, parcel or tract of land, with improvements thereon, if any, lying and being situated near Swift Creek in former School District No. 43, about ten (10) miles South of the City of Camden, Kershaw County, South Carolina, containing Thirty-seven and Fourteen Hundredths (37.14) acres, more or less, as shown and delineated on a plat prepared by Tetterton & Riddick, Surveyors, dated December 31, 1973, and recorded in the office of the Register of Deeds for Kershaw County in Plat Book 35, at page 1596, and bounded as follows: NORTHEAST by property now or formerly of R. H. Cantey and Camden Equipment Company; SOUTHEAST by property now or formerly of Perrie; and NORTHWEST by property now or formerly of R. H. Cantey and Camden Equipment Company.

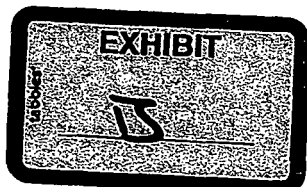
The above-described property is the same as that conveyed to Bobby Brent Shirley by deed of Bobby Shirley and Nollie T. Shirley dated February 21, 2005, and recorded in the office of the Register of Deeds for Kershaw County on February 22, 2005, in Book 1712 At page 20.

TMS No.: 367-00-00-001

PARCEL TWO:

All those pieces, parcels or lots of land, lying and being situated in the City of Camden, County of Kershaw, State of South Carolina, and being more particularly designated and shown on that plat entitled "Property of Bobby Brent Shirley," dated October 10, 1977, prepared by Tetterton & Riddick, R.L.S., and recorded in the office of the Register of Deeds for Kershaw County in Plat Book 35 at page 3014, and having those shapes and courses, metes and bounds as shown on said plat, the incorporation of which is made by specific reference

Recorded this 4th Day
Of May, 2007
Robin H. Watkins,
Kershaw County Auditor



thereto.

The above-described property is the same as that conveyed to Bobby Brent Shirley by deed of Bobby Shirley dated October 18, 1977, and recorded in the office of the Register of Deeds for Kershaw County on October 20, 1977, in Book LJ At page 1288.

TMS No.: 2013-00-03-003

GRANTEE'S ADDRESS: 611 Wateree Street
Camden, SC 29020

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the said Grantee, for and during their joint lives and, upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

And the Grantor hereby binds himself, his Heirs, Executors, and Administrators, to warrant and forever defend all and singular the said Premises unto the said Grantee, as hereinabove provided, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 3 day of MAY in the year of our Lord Two Thousand and Seven.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Quetta B. Kaba
Pat D. Partin

Bobby Brent Shirley (SEAL)
BOBBY BRENT SHIRLEY

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW)

ACKNOWLEDGMENT

I, Patrick D. Partin, a Notary Public for South Carolina, do hereby certify that Bobby Brent Shirley personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 3rd Day of May, 2007.

Patrick D. Partin
Notary Public for State of South Carolina

My Commission Expires: 02/15/17

DocName: myfiles\deed.dee\shirleybobbybrent.dee

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

The transaction was (Check one):

_____ An arm's length real property transaction and the sales price paid or to be paid in money or money's worth was _____.

_____ Not an arm's length real property transaction and the fair market value of the property is _____

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

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

Karen J. Shirley
Purchaser, Legal Representative of the Purchaser, or Other
Responsible Person Connected with the Transaction

SWORN to before me this 3rd
day of May 2007.

Arnette B. Luba
Notary Public for South Carolina

My Commission Expires: 03/20/2016

1767 BK1712 PG20

FS&S
Misc. "S"

000001767
RECORDED 02/22/2005 10:03:21AM
Bk:01712 Ps:00020 Pages:3
Fee:10.00 State:0.00
County:0.00 Exempt:-----
Billie O. McLeod, Register of Deeds
Kershaw County, SC

STATE OF SOUTH CAROLINA)
) TITLE NOT SEARCHED
COUNTY OF KERSHAW) DEED DRAWN ONLY

TITLE TO REAL ESTATE

KNOW ALL MEN by THESE PRESENTS, that We, Bobby Shirley and Nollie T. Shirley in the State aforesaid, for and in consideration of the sum of Five and no/100 (\$5.00) and Love and Affection to me paid by Bobby Brent Shirley in the State aforesaid (receipt of which is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

Bobby Brent Shirley, His Heirs and Assigns:

fee simple in the following described property:

All that piece, parcel or tract of land, with improvements thereon, if any, lying and being situated near Swift Creek in former School District No. 43, about ten (10) miles South of the City of Camden, Kershaw County, South Carolina, containing Thirty-Seven and Fourteen-Hundredths (37.14) acres, more or less, as shown and delineated on a plat prepared by Tetterton & Riddick, Surveyors, dated December 31, 1973 and recorded in the office of the Clerk of Court for Kershaw County in Plat Book 35, at page 1596, and bounded as follows: NORTHEAST by property now or formerly of R. H. Cantey and Camden Equipment Company; SOUTHEAST by property now or formerly of Perrie; and, NORTHWEST by property now or formerly of R. H. Cantey and Camden Equipment Company.

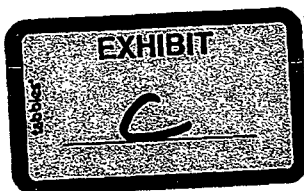
Above described property is the same as conveyed to Bobby Shirley and Nollie T Shirley by deed of D. William Whipple and Diana D Whipple dated May 10, 1985 and recorded in the Office of the Register of Deeds for Kershaw County in Book IV, at Page 1824.

Tax Map # 367-00-00-001

GRANTEES' ADDRESS: 611 Wateree St., Camden, SC 29020

FILED FOR RECORD 02/22/2005
AT 10:03A BOOK 01712 PAGE 00020
Billie O. McLeod -Reg of Deeds - RMC
Kershaw County Government Ctr 000001767

Recorded this 22nd Day
of Feb. 2005
Robin H. McLeod
Auditor Kershaw County



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Bobby Brent Shirley, His Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Bobby Brent Shirley, His Heirs and Assigns, against myself and my Heirs and against every person whomever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 21st day of February in the year of our Lord two thousand five and in the two hundred twenty ninth years of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Joan W. Reddick
Doraine W. Elliott

Bobby Shirley (Seal)
Bobby Shirley
Nollie T. Shirley (Seal)
Nollie T. Shirley

STATE OF SOUTH CAROLINA }
KERSHAW COUNTY }

PERSONALLY appear before me the undersigned witness and made oath that s/he saw the within named Grantor sign, seal and deliver the within deed, and that s/he, with the other witness named above witnessed the execution thereof.

SWORN to before me this 21st day of }
February, 2005 }

Doraine W. Elliott (L.S.) }
Notary Public of S.C. }

My Commission Expires 11/10/14

STATE OF SOUTH CAROLINA)
)
 COUNTY OF KERSHAW) AFFIDAVIT

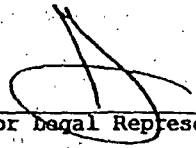
PERSONALLY appeared before me the undersigned, who being
 duly sworn, deposes and says:

1. Property located at 37.14 acres, Kershaw County was transferred
 by Bobby Shirley and Nollie T. Shirley to Bobby Brent Shirley on
 February 21 2005.

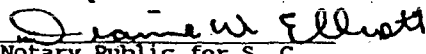
The transaction was:

The above transaction is exempt, or partially exempt, from the
 recording fees as set forth in S.C. Code Ann. Section 12-24-10
 et.seq. because the deed is transferring realty to a family member.
 As required by Code Section 12-24-70, I state that I am a
 responsible person who was connected with the transaction as
 attorney.

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


 Purchaser or Legal Representative

SWORN to before me this 21st
 day of February, 2005.


 Notary Public for S. C.
 My Commission Expires: 11/10/14

1V 1824

COUNTY OF KERSHAW

KNOW ALL MEN BY THESE PRESENTS, THAT

We, D. William Whipple and Diana D. Whipple

in the State aforesaid, for and in consideration of the sum of Twenty Nine Thousand and
00/100 (\$29,000.00) - - - - - Dollars,

to US in hand paid at and before the sealing of these presents by

Bobby Shirley and Nollie T. Shirley

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and
by these presents do grant, bargain, sell and release unto said

Bobby Shirley and Nollie T. Shirley

for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs
and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following
described property, to wit:

All that piece, parcel or tract of land lying and being situated
near Swift Creek in former School District No. 43, about ten
(10) miles South of the City of Camden, Kershaw County, South
Carolina, containing Thirty-Seven and Fourteen-Hundredths
(37.14) acres, more or less, as shown and delineated on a plat
prepared by Tetterton & Riddick, Surveyors, dated December 31,
1973, and recorded in the office of the Clerk of Court for
Kershaw County in Plat Book 35, at page 1596, and bounded as
follows: NORTHEAST by property now or formerly of R. H. Cantey
and Camden Equipment Company; SOUTHEAST by property now or
formerly of Perrie; and, NORTHWEST by property now or formerly
of R. H. Cantey and Camden Equipment Company.

This being the same property conveyed to D. William Whipple and
Diana D. Whipple by deed of Donald L. Morris and Harriet Morris
dated MAY 19, 1985, and recorded in the office of the
Clerk of Court for Kershaw County in Deed Book IV, at Page
1823.

GRANTEE'S ADDRESS;

RD 4, Box 1

Camden, S.C. 29020

KERSHAW COUNTY TAX ASSESSOR
TAX MAP # 1662-00-06-008
Tax Year 1985 Max G. Bush

29C



FILE FOR RECORD

1985 MAY 10 PM 12:12

BARBARA M. REEVES
CLERK OF COURT
KERSHAW COUNTY, S.C.

State Of South Carolina

County of Kershaw

D. WILLIAM WHIPPLE AND DIANA
D. WHIPPLE

TO

BOBBY SHIRLEY AND NOLLIE T.
SHIRLEY

Title To Real Estate

(Jointly for Life With Remainder to Survivor)

I hereby certify that the within Deed was filed
for record in my office at 12:49 P. M. o'clock on
the 10th day of May
1985, and was immediately entered upon the
proper indexes and duly recorded in Book IV,

of Deeds, page 1824

Barbara M. Reeves
Clerk of Court of Common Pleas and General Ses-
sions for Kershaw County, S. C.

I hereby certify that the within Deed has been
this 10th day of

May, A. D. 1985, Recorded
in Book AA of Deeds, page 185

Brenda W. Truesdale Auditor
for Kershaw County

ROLLY W. JACOBS
ATTORNEY AT LAW
612 Lafayette Avenue
CAMDEN, S.C. 29020

Barbara M. Reeves Kershaw County Treasurer

To All Whom These Presents May Come:

JOS MAY 10 PM 12

CAROLINA M. REEVES
CLERK OF COURT
KERSHAW COUNTY, S.C.

WHEREAS: We, Donald L. Morris and Harriet Morris

SEND GREETING:

IV 1823

NOW, KNOW ALL MEN BY THESE PRESENTS, That we the said

Donald L. Morris and Harriet Morris

In consideration of the premises and also in consideration of the sum of *five* dollars

to us in hand paid at and before the sealing and delivery of these presents by

D. William Whipple and Diana D. Whipple

(the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said

D. WILLIAM WHIPPLE AND DIANA D. WHIPPLE, THEIR HEIRS AND ASSIGNS:

All that piece, parcel or tract of land lying and being situated near Swift Creek in former School District No. 43, about ten (10) miles South of the City of Camden, Kershaw County, South Carolina, containing Thirty-Seven and Fourteen-Hundredths (37.14) acres, more or less, as shown and delineated on a plat prepared by Tetterton & Riddick, Surveyors, dated December 31, 1973, and recorded in the office of the Clerk of Court for Kershaw County in Plat Book 35, at page 1596, and bounded as follows: NORTHEAST by property now or formerly of R. H. Cantey and Camden Equipment Company; SOUTHEAST by property now or formerly of Perrie; and, NORTHWEST by property now or formerly of R. H. Cantey and Camden Equipment Company.



KERSHAW COUNTY TAX ASSESSOR
TAX MAP # 1062-00-00-008
Tax Year 1985 Max G. Rush

XJC

State of South Carolina,

DONALD L. MORRIS AND HARRIET
MORRIS

To

D. William Whipple and Diana D.
Whipple

QUIT-CLAIM DEED

Filed 10th day

of May, A. D. 1985.

at 12:41 o'clock P. M.,

and recorded in Book IV

Per *Barbara M. Reeves* 1823 Fee \$
R. M. C. or Clerk Court C. P. & G. S.

Kershaw County, S. C.

Recorded this 10th day

of May, 1985.

in Book AA Page 185

Fee \$
Brenda W. Trussdale
Auditor Kershaw County, S. C.

FILED Kershaw County Trustee

State of South Carolina,

County of Kershaw

Know All Men by These Presents, That

10840

I, D. William Whipple

in the State aforesaid,

for and

in consideration of the

sum of Thirty-Two Thousand and 00/100 (\$32,000.00) Dollars and assumption of existing indebtedness in the approximate amount of \$3,500.00 to me paid by Donald L. Morris

in the State aforesaid

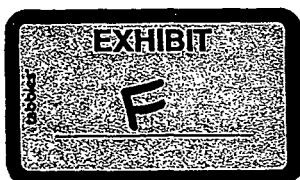
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said DONALD L. MORRIS, his heirs and assigns:

All that piece, parcel or tract of land lying and being situate near Swift Creek in former School District No. 43, about ten (10) miles South of the City of Camden, Kershaw County, South Carolina, containing thirty-seven and fourteen-hundredths (37.14) acres, more or less, as shown and delineated on a plat prepared by Tetterton & Riddick, Surveyors, dated December 31, 1973, and recorded in the office of the Clerk of Court for Kershaw County in Plat Book 35, at page 1496, and bounded as follows: NORTHEAST by property now or formerly of R. H. Cantey and Camden Equipment Company; SOUTHWEST by property now or formerly of Perrie; and, NORTHWEST by property now or formerly of R. H. Cantey and Camden Equipment Company.

The above tract of real property is conveyed herein subject to any and all outstanding rights of way and easements for utility and roadway purposes in existence, visible or on record.

The above described property is the same conveyed to D. William Whipple dated March, 1979, and recorded in the office of the Clerk of Court for Kershaw County in Book 10, at page 279.

KERSHAW COUNTY TAX ASSESSOR
12-2-80 (10840)
Max G. L.
DWH



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

Donald L. Morris, his

Heirs and Assigns, forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

Donald L. Morris, his

Heirs and Assigns, against myself and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 26th day of September

In the year of our Lord one thousand nine hundred and eighty

and in the ~~day of August~~ 205th year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Edward M. Royall
Patricia C. Morris

D. William Whipple (Seal)
D. William Whipple (Seal)

STATE OF SOUTH CAROLINA, }
KERSHAW County. }

PERSONALLY appeared before me Edward M. Royall
and made oath that he saw the within named D. William Whipple
sign, seal and, as his act and deed, deliver the within written Deed for the uses and purposes therein
mentioned, and that he, with Patricia C. Morris witnessed the
execution thereof.

SWORN to before me this 26th day of

September 19 80
Patricia C. Morris (L. S.)
Notary Public of S. C.
My Commission Expires: 7/22/87

Edward M. Royall

STATE OF SOUTH CAROLINA, }
KERSHAW County: }

RENUNCIATION OF DOWER

I, Edward M. Royall, a Notary Public, do hereby certify unto all whom it may
concern, that Mrs. Diana D., Whipple
the wife of the within-named D. William Whipple
did this day appear before me, and upon being privately and separately examined by me, did declare that she does
freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, re-
lease and forever relinquish unto the within-named

Donald L. Morris, his

helps

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the
premises within mentioned and released.

Given under my Hand and Seal, this
26th day of September

Anno Domini 19 80
Edward M. Royall (L. S.)
Notary Public of S. C.
My Commission Expires: 12/3/89

Diana D. Whipple

SPK546

State Of South Carolina

County of Kershaw

D. William Whipple

to

Donald L. Morris

Title To Real Estate

I hereby certify that the within Deed was filed
for record in my office at 3:54 P. M. o'clock on
the 26th day of September
19 80 , and was immediately entered upon the
proper indexes and duly recorded in Book IC
of Deeds, page 840

R. G. G. G.
Clerk of Court of Common Pleas and General Ses-
sions for Kershaw County, S. C.

I hereby certify that the within Deed has been
this 26th day of
Sept. , A. D. 1980. Recorded
in Book 41 of Deeds, page 227

Donald L. Morris Auditor
for Kershaw County

SAVAGE, ROYALL, KINARD, SHEHEEN & BYARS
ATTORNEYS
CAMDEN, S. C.

STEVE S. KELLY, Kershaw County Treasurer

172

8336

1980 SEP 26 PM 3:54

W. I. OGBURN
CLERK OF COURT
KERSHAW COUNTY, S.C.

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, it TRIUS CORPORATION

10279

in the State aforesaid, for in consideration of the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) subject to the existing mortgage of SEVEN THOUSAND NINE HUNDRED NINE AND NO/100 DOLLARS (\$7,909.00) together with accrued interest.

to D. WILLIAM WHIPPLE, Route #3, Waxhaw, North Carolina

in the State aforesaid

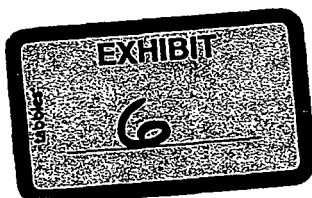
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

D. WILLIAM WHIPPLE

heirs, administrators and assigns forever, all the following described real property, to wit: All that piece, parcel or tract of land lying and being situated near Swift Creek in former School District No. 43, about ten (10) miles South of the City of Camden, Kershaw County, South Carolina, containing Thirty-Seven and Fourteen-Hundredths (37.14) acres, more or less, as shown and delineated on a plat prepared by Tetterton & Riddick, Surveyors, dated December 31, 1973, and recorded in the office of the Clerk of Court for Kershaw County in Plat Book 35 at Page 1596, and bounded as follows: Northeast by property now or formerly of R.H. Cantey and Camden Equipment Company; Southwest by property now or formerly of Perrie; and Northwest by property now or formerly of R.H. Cantey and Camden Equipment Company.

The above tract of real property is conveyed herein subject to any and all outstanding rights of way and easements for utility and roadway purposes in existence, visible or on record.

The foregoing premises are the same conveyed to Grantor by deed of David L. Dickson dated January 23, 1979, and recorded in the office of the Clerk of Court for Kershaw County in Deed Book 1L at Page 1523.



KERSHAW COUNTY TAX ASSESSOR
TAX MAP # 1061-00-00-008
Tax Year 1980 Max G. Kersh
AKC

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

And It, TRIUS CORPORATION does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said premises unto the said

D. WILLIAM WHIPPLE,

his heirs and assigns, against it and its successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal OF TRIUS CORPORATION, by its proper officers this day of March in the year of our Lord One Thousand Nine Hundred and Seventy Nine and in the Two Hundred Third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

TRIUS CORPORATION

W. P. Fowler

Janice H. Guthrie

[Signature] (SEAL)
Robert J. Knapp, President

[Signature] (SEAL)
John C. Worman, Secretary

STATE OF SOUTH CAROLINA }

COUNTY OF RICHLAND }

PERSONALLY appeared before me W. P. Fowler and made oath that he saw the within-named TRIUS CORPORATION, by John C. Worman, its Secretary and Robert J. Knapp, its President sign, seal and, as their act and deed of the Corporation deliver the within-written Deed for the uses and purposes therein mentioned and that he, with Janice H. Guthrie witnessed the execution thereof.

SWORN to before me this 26th
day of March, 1979.

W. P. Fowler

[Signature]
Notary Public for South Carolina
My commission expires: May 1, 1988

STATE OF SOUTH CAROLINA

TRIUS CORPORATION
3710 Landmark Drive
Suite 107
Columbia, South Carolina 29204

TO

MAIL:
D. William Whipple
Route #3, AERO PLANTATION
Waxhaw, North Carolina

TITLE TO REAL ESTATE

I hereby certify that the within Deed was
filed for record in my office at 11:53A.M.
o'clock on the 2nd day of July
1980, and was immediately entered upon the
proper indexes and duly recorded in Book IC
of Deeds, page 279

[Signature]
Clerk

CLERK OF COURT
KERSHAW COUNTY, S.C.

Clerk of Court of Common Pleas and General
Sessions for Kershaw County, S.C.

I hereby certify that the within Deed has
been this 2nd day of July, A.D.
1980, Recorded in Book *y* of Deeds,
page 194.

Brenda Truesdale Auditor
for *Kershaw* County

THE STATE OF SOUTH CAROLINA,

97757, 1974.31

COUNTY OF KERSHAW

KNOW ALL MEN BY THESE PRESENTS, THAT

I, DAVID L. DICKSON,

111523

in the State aforesaid for in consideration of the sum of ELEVEN THOUSAND ONE
HUNDRED FORTY-TWO AND NO/100 (\$11,142.00) -----

Dollars,

to me in hand paid at and before the sealing and delivery of these Presents, by

TRIUS CORPORATION

in the State aforesaid

(the receipt whereof is hereby acknowledged),

have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said

TRIUS CORPORATION

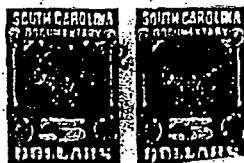
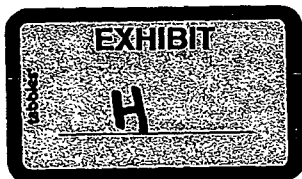
All that piece, parcel or tract of land lying and being situate near Swift Creek in former School District No. 43, about ten (10) miles South of the City of Camden, Kershaw County, South Carolina, containing Thirty-seven and fourteen-hundredths (37.14) acres, more or less, as shown and delineated on a plat prepared by Tetterton & Riddick, Surveyors, dated December 31, 1973, and recorded in the office of the Clerk of Court for Kershaw County in Plat Book 35 at page 1596, and bounded as follows: NORTHEAST by property now or formerly of R. H. Cantey and Camden Equipment Company; SOUTHWEST by property now or formerly of Perrie; and NORTHWEST by property now or formerly of R. H. Cantey and Camden Equipment Company.

The foregoing premises are the same conveyed to Grantor by deed of William H. Abell dated May 5, 1975, and recorded in the office of the Clerk of Court for Kershaw County in Deed Book IE at page 1305. Reference is made to Judgment Roll Nos. 10661 and 13869.

GRANTEE'S ADDRESS: 339 East Main St., Suite 15,
Rock Hill, S. C. 29730

TAX CODE NO.:

KERSHAW COUNTY TAX ASSESSOR
1979
TAX MAP # 1062-00-00-008
John E. Baker JmT



TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises, belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said

TRIUS CORPORATION,

its successors and assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

TRIUS CORPORATION,

its successors and assigns against me and my Heirs

lawfully claiming, or to claim the same or any part

thereof.

WITNESS my Hand and Seal, this 14 day of January in the year of our Lord one thousand nine hundred and seventy-nine and in the two hundred and third year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered }
in the Presence of }

E. B. [illegible]
J. H. [illegible]

[Signature] (L. S.)

(L. S.)

(L. S.)

STATE OF SOUTH CAROLINA,

COUNTY OF KERSHAW.

David L. Dickson

TO
Trius Corporation

TITLE TO REAL ESTATE

Filed 23rd day
of January, A. D. 1979.
at 4:31 o'clock P. M.
and recorded in Book 1L

Page 1523 Fee, \$

Sh. Lawrence Quinn
R. M. C. or Clerk Court C. P. & U. S.

Hershaw County, S. C.

Recorded this day

of 19

in Book Page

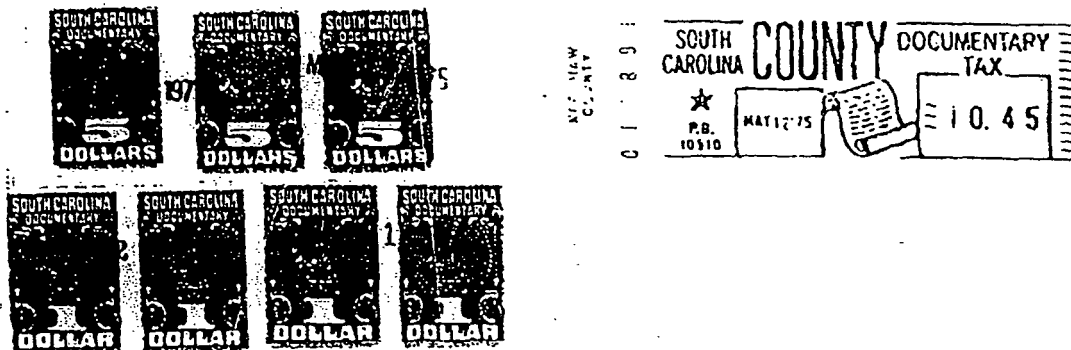
Fee, \$

Auditor County, S. C.

THE S. S. BATES COMPANY, COLUMBIA, S. C.

70-216

Know All Men by These Presents, That I, William H. Abell, Jr.,



in the State aforesaid, for and in consideration of the sum of Nine Thousand Five Hundred and No/100 (\$9,500.00) Dollars to me paid by David L. Dickson in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

DAVID L. DICKSON

All that piece, parcel or tract of land lying and being situate near Swift Creek in former School District #43, about ten (10) miles south of the City of Camden, Kershaw County, South Carolina, containing Thirty-seven and fourteen hundredths (37.14) acres, more or less, as shown and delineated on a plat prepared by Tetterton & Riddick, Surveyors, dated December 31, 1973, and recorded in the office of the Clerk of Court for Kershaw County in Plat Book 35 at page 1596 and bounded as follows: NORTHEAST by property now or formerly of R. H. Cantey and Camden Equipment Company; SOUTHWEST by property now or formerly of Perrie; and NORTHWEST by property now or formerly of R. H. Cantey and Camden Equipment Company.

The foregoing premises are the same conveyed to Grantor herein by deed of W. M. Andrews, dated December 21, 1973, and recorded in the office of the Clerk of Court for Kershaw County in Deed Book IC at page 1411; however, a survey of the premises revealed that it contained only 37.14 acres rather than 42 acres.

Tax Code 1062-8.

GRANTEE'S ADDRESS: 5-B Gregg Circle, Columbia, S. C. 29206



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said

DAVID L. DICKSON, his

Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

DAVID L. DICKSON, his

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 5th day of May
in the year of our Lord one thousand nine hundred and Seventy-five
and in the one hundred and Ninety-ninth year of the Sovereignty
and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Virginia A. Hagan
John K. Dickson

William H. Bell (SEAL)
(SEAL)

STATE OF SOUTH CAROLINA. }

KERSHAW COUNTY. }

PERSONALLY appeared before me Virginia A. Hagan

and made oath that ^she saw the within-named William H. Abell, Jr.

sign, seal and, as his act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that he, with John K. de Loach, Jr. witnessed the execution thereof.

SWORN to before me this 5th

day of May 19 75

John K. de Loach, Jr. (L.S.)
Notary Public of S. C.

My commission expires: May 28, 1978

Virginia A. Hagan

STATE OF SOUTH CAROLINA. }

KERSHAW COUNTY. }

RENUNCIATION OF DOWER

Jr.

I, John K. de Loach, Jr., Notary Public for South Carolina do hereby certify

unto all whom it may concern, that Mrs. Ann S. Abell

the wife of the within-named William H. Abell, Jr.

did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within-named David L. Dickson, his

heirs

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 5th

day of May

Anno Domini 19 75

John K. de Loach, Jr. (L.S.)
Notary Public of S. C.

My commission expires: May 28, 1978

Ann S. Abell

FILED
MAY 11 1975
CLERK OF COURT
KERSHAW COUNTY, S.C.

de T
State of South Carolina,

County of KERSHAW

William H. Abell, Jr.

TO

David L. Dickson

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for
record in my office at 11:35A. M. o'clock on
the 6th day of May
1975, and was immediately entered upon the proper
indexes and duly recorded in Book IE
of Deeds, page 1305

H. Lawrence
Clerk of Court of Common Pleas and General Sessions
for Kershaw County, S. C.

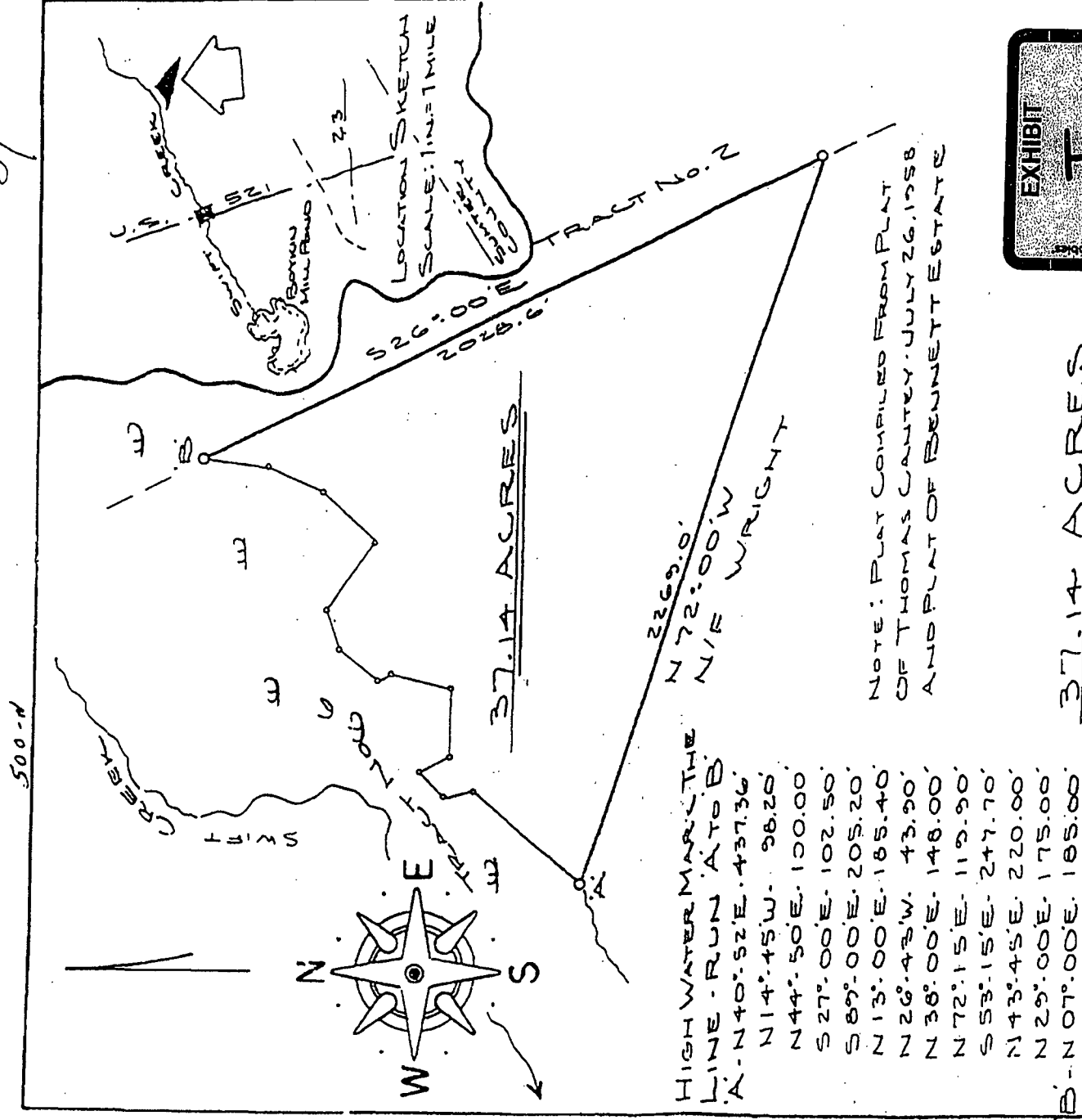
I hereby certify that the within Deed has been
this 6th day of
May, A. D. 1975, Recorded
in Book Y of Deeds, page 247

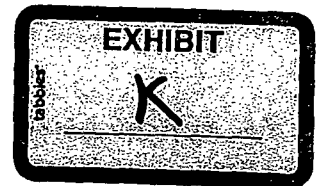
Eitel Odell
Auditor
for Kershaw County

STEVE S. KELLY, Kershaw County Treasurer

JB 35 1596

~~Shady~~





Know All Men by These Presents, That I, W. H. Andrews,



TC 1411

in the State aforesaid, for and in consideration of the
sum of Four Thousand Seven Hundred and No/100 (\$4,700.00) Dollars
to me paid by William H. Abell, Jr.
in the State aforesaid, the receipt whereof is hereby acknowledged,
I have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

WILLIAM H. ABELL, JR.

All that piece, parcel or tract of land, lying and being situate near Swift Creek, in School District L3, about ten miles South of the City of Camden, in the County of Kershaw, and State of South Carolina, containing Forty-two (42) acres, more or less, and bound as follows: NORTH by property now or formerly of J. A. Dees and by the waters of Swift Creek; EAST by property now or formerly of DuPree; SOUTH by property now or formerly of Dees; and WEST by property now or formerly of Boykin.

The foregoing property is the same conveyed to W. H. Andrews by deed of J. Douglas Montgomery, Master for Kershaw County, dated April 25, 1969, and recorded in the office of the Clerk of Court for Kershaw County in Deed Book HW at page 398; by deed of Hobia Tillman Bennett and Annie Marie Bennett, dated November 4, 1968, and recorded in Deed Book HU at page 2530; by deed of Carrie Williams et al, dated March 29, 1968, and recorded in Deed Book HU at page 1940; by deed of English Bennett, dated May 6, 1968, and recorded in Deed Book HU at page 1937; and by deed of Martha Harris, dated April 1, 1968, and recorded in Deed Book HU at page 1923.

GRANTEE'S ADDRESS:

Route 1, Box 62
Blythewood, S. C. 29016



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said

WILLIAM F. ABELL, JR., his

Heirs and Assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said

WILLIAM F. ABELL, JR., his

Heirs and Assigns, against me and my Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS my Hand and Seal this 21st day of December

in the year of our Lord one thousand nine hundred and Seventy-three

and in the one hundred and Ninety-seventh

year of the Sovereignty

and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Virginia F. Hagan
John K. de Fries

W. M. Johnson

(SEAL)

(SEAL)

STATE OF SOUTH CAROLINA.)
BERSHAW COUNTY.)

PERSONALLY appeared before me Virginia A. Hagan
and made oath that she saw the within-named W. M. Andrews
sign, seal and, as his act and deed, deliver the within-written Deed for the uses and purposes therein men-
tioned and that he, with John K. de Loach, Jr. witnessed the
execution thereof.

SWORN to before me this 21st

day of December, 1973

John K. de Loach, Jr. (L.S.)
Notary Public of S. C.

My commission expires: May 23, 1978

Virginia A. Hagan

STATE OF SOUTH CAROLINA.)
BERSHAW COUNTY.)

RENUNCIATION OF DOWER

I, John K. de Loach, , Notary Public for South Carolina , do hereby certify
unto all whom it may concern, that Mrs. Mary J. Andrews
the wife of the within-named W. M. Andrews
did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely,
voluntarily and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release and for-
ever relinquish unto the within-named William H. Abell, Jr., his

heirs

and assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular premises

State of South Carolina,

County of. KERSHAW

W. M. Andrews

TO

William H. Abell, Jr.

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at 2:54 P. M. o'clock on the 21st day of December, 1973, and was immediately entered upon the proper indexes and duly recorded in Book IC

of Deeds, page 1411

[Signature]
Clerk of Court of Common Pleas and General Sessions
for Kershaw County, S. C.

I hereby certify that the within Deed has been this 21st day of Dec

, A. D. 1973, Recorded

in Book V of Deeds, page 77

[Signature] Auditor
for Kershaw County

The R. L. Bryan Company, Columbia, S. C.

~~W. S. ALLY.~~ Kershaw County Treasurer

TO ALL TO WHOM THESE PRESENTS SHALL COME:

W. M. Andrews, Plaintiff.

WHEREAS

HW398

that about the 28th day of September in the year of our Lord nineteen hundred and sixty-eight exhibited Summons and

complaint in the Court of Common Pleas, for the county aforesaid against Annie Ree Bennett (Annie Marie), Thelma B. Grant, Mattie B. Lewis, Louise Bennett, widow, and Bertha Mae Bennett, surviving children of Hayton Bennett, James Bennett, Isabel Bennett, Alice Bennett, and Harline Bennett, surviving children of Doretha Bennett, deceased, of whom Alice and Harline Bennett are minors over the age of fourteen (14) years; and if he be living, and if he be deceased, James, Annie Mae, Stephen, and all minors or persons under disability, having any interest in the estate of Joe Lewis Bennett, surviving children of Joe Lewis Bennett, of whom are minors under fourteen (14) years of age; and John Doe, representing and all minors or persons under disability, having any interest in the estate of Joe Lewis Bennett, deceased, Defendants,

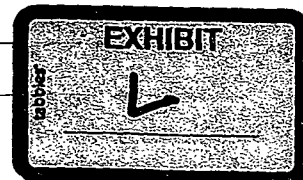
concerning judgment in relation to the partition and/or sale of real estate

hereinafter mentioned and described, and the cause being at issue, came on to be heard on the 15th day of February, 1969, and such proceedings were had therein, as resulted in a

Decree of the said Court, whereby it was adjudged and ordered that the said real estate hereinafter mentioned and described, be sold by J. Douglas Montgomery Master in and for the County aforesaid, on the terms and for the purposes mentioned in the said Decree

as by reference thereto on file in said Court, will appear; and the said Master, having duly said real estate unto complied with said Decree, did then sell

W. M. Andrews.



for the sum of Three Hundred Sixty eight and 36/100 (\$368.36)

being at that price the ~~highest bid~~ price provided for in said Deed.

NOW, THEREFORE, Know all men by these Presents, that J. Douglas Montgomery Master
in and for the County of Kershaw, in consideration of the sum of Three Hundred Sixty-eight and 36/100
(\$368.36) Dollars

to me paid by the said W. M. Andrews

whereof is hereby acknowledged, HAVE GRANTED, bargained, sold and released, and by these Presents, DO GRANT, bargain, sell and release unto the said W. M. Andrews, his heirs and assigns:

The undivided interest of the following as heirs at law of the late
Elijah Bennett: Thelma B. Grant, Mattie B. Lewis, Louise Bennett, Martha Lee
Bennett, Bertha Mae Bennett, James Bennett, Annie Mae Bennett, Stephen Bennett,
Elijah Bennett, Jimmie Bennett, Virginia Bennett, Evelyn Bennett, Richard Bennett,
Jr., Heyward Bennett, James Bennett, Isabel Bennett, Barline Bennett and Alice
Bennett, in and to the following described property, to wit:

All that piece, parcel or tract of land, situate, lying and being
in School District # 43, in Kershaw County, South Carolina, containing forty-
two (42) acres, more or less, and bounded as follows: North by property now or
formerly of J. A. Dees and waters of Swift Creek; East by property now or
formerly of DuPre; South by property now or formerly of Dees; and West by
property now or formerly of Boykin."

Being the same property conveyed to Elijah Bennett by deed of J. C. Gillis
dated December 19, 1947, recorded in Deed Book DM, page 256 in the office of
the Clerk of Court for Kershaw County.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belong-
ing, or in anywise incident or appertaining; and all the estate, right, title, claim, and interest whatsoever, of the parties to this
cause aforesaid, and of each of them, in and to the same; and of all other persons rightfully claiming, from, under, or by
these or any of them.

Rec'd

The State of South Carolina
COUNTY OF KERSHAW

J. Douglas Montgomery,
MASTER

TO

W. M. Andrews.

TITLE TO REAL ESTATE
(Master's Title)

Filed 29th day

of April A. D., 19 69

and recorded in Book HW

Page 398 at 3:10 P.M.
Fee, \$

[Signature]
Register of Mergers Conveyance,
Kershaw County, S. C.

Recorded this 22nd day

of April 19 69

in Book 6 Page 248

Fee, \$

[Signature]
Auditor, Kershaw County, S. C.

STEVE S. KELLY, Kershaw County Treasurer

FILE FOR RECORD

01 3 MC 62 RM 69.
69 APR 29 PM 3 10

W.L. COURN
CLERK OF COURT
KERSHAW COUNTY, S.C.

1168 2330

State of South Carolina,
County of KERSHAW

Know All Men by These Presents, That

We, HOBIA TILLMAN BENNETT AND ANNIE MARIE BENNETT,
AS SURVIVING CHILDREN OF ELIJAH BENNETT, (SR.) DECEASED,

in the State aforesaid, FOR AND in consideration of the
sum of ONE HUNDRED SEVENTY-EIGHT AND 82/100 (\$175.82) DOLLARS
to be paid by W. M. ANDREWS
in the State aforesaid RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED
have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

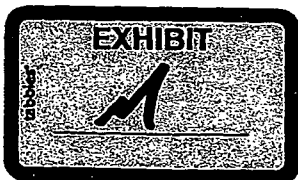
W. M. ANDREWS, HIS HEIRS AND ASSIGNS FOREVER:

ALL OUR RIGHT, TITLE, AND UNDIVIDED INTERESTS AS SURVIVING
CHILDREN OF ELIJAH BENNETT (SR.), DECEASED, IN AND TO:

ALL THAT PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND
BEING IN SCHOOL DISTRICT #48, IN KERSHAW COUNTY, SOUTH
CAROLINA, CONTAINING FORTY-TWO (42) ACRES, MORE OR LESS, AND
BOUNDED AS FOLLOWS: NORTH BY PROPERTY NOW OR FORMERLY OF J. A.
DEES AND WATERS OF SWIFT CREEK; EAST BY PROPERTY NOW OR
FORMERLY OF DUPRE; SOUTH BY PROPERTY NOW OR FORMERLY OF
DEES; WEST BY PROPERTY NOW OR FORMERLY OF B. DYKIN.

BEING SAME PROPERTY CONVEYED TO ELIJAH BENNETT BY DEED OF
J. C. GILLIS DATED DEC. 19, 1947, RECORDED DEED BOOK DM,
P. 256, OFFICE OF CLERK OF COURT FOR KERSHAW COUNTY.

THE GRANTORS HEREIN ARE TWO OF THE SURVIVING CHILDREN OF
ELIJAH BENNETT (SR.) DECEASED, WHO DIED INTESTATE.



KERSHAW
COUNTY

3222



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises be-
longing or in anywise incident or appertaining

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

W. M. ANDREWS, HIS

Heirs and Assigns forever.

And WE do hereby bind OURSELVES AND OUR Heirs, Executors
and Administrators, to warrant and forever defend all and singular the said premises unto the said

W. M. ANDREWS, HIS

Heirs and Assigns, against US and OUR Heirs and against every
person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS OUR Hand S and Seal S this 4th day of NOVEMBER

in the year of our Lord one thousand nine hundred and sixty- EIGHT

and in the one hundred and NINETY-THIRD year of the Sovereignty and Independence of the United

States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
Lawrence B. [Signature]
[Signature] (to B. Carson)

Horrie T. Bennett
her Annie Marie Bennett
+ mark

Reels

State Of South Carolina

County of KERSHAW

HUBIA TILLMAN BENNETT
AND ANNIE MARIE BENNETT

TO

W. M. ANDREWS

Title To Real Estate

I hereby certify that the within Deed was filed
for record in my office at 1:01 P.M. o'clock on
the 10th day of December
19 68, and was immediately entered upon the
proper indexes and duly recorded in Book HU
of Deeds page 2330

W. M. Andrews
Clerk of Court of Common Pleas and General Ses-
sions for Kershaw County, S. C.

I hereby certify that the within Deed has been
this 10th day of

December, A. D. 1968. Recorded
in Book HU of Deeds page 2330

Ethel A. Graham Auditor
for Kershaw County

STEVE S. WOOD, Kershaw County Treasurer

FILED FOR RECORD

DEC 10 1968

Know All Men by These Presents, That

I, ENGLISH BENNETT

NU 1937

in the State aforesaid, FOR AND

in consideration of the

sum of EIGHTY-EIGHT AND 42/100 (\$88.42) DOLLARS

to ME paid by W. M. ANDREWS

In the State aforesaid RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

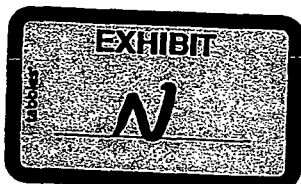
W. M. ANDREWS, HIS HEIRS AND ASSIGNS FOREVER:

ALL MY RIGHT, TITLE AND UNDIVIDED INTEREST AS A SURVIVING SON OF ELIJAH BENNETT, DECEASED, IN AND TO:

ALL THAT PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN SCHOOL DISTRICT # 43, IN KERSHAW COUNTY, SOUTH CAROLINA, CONTAINING FORTY-TWO (42) ACRES, MORE OR LESS, AND BOUNDED AS FOLLOWS: NORTH BY PROPERTY NOW OR FORMERLY OF J. A. DEES AND WATERS OF SWIFT CREEK: EAST BY PROPERTY NOW OR FORMERLY OF DUPRE: SOUTH BY PROPERTY NOW OR FORMERLY OF DEES: WEST BY PROPERTY NOW OR FORMERLY OF BOYKIN.

BEING SAME PROPERTY CONVEYED TO ELIJAH BENNETT BY DEED OF J. C. GILLIS DATED DEC. 19, 1947, RECORDED DEED BOOK DM, P. 286, OFFICE OF CLERK OF COURT FOR KERSHAW COUNTY.

THE GRANTOR HEREIN IS A SURVIVING SON OF ELIJAH BENNETT, DECEASED,



TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises be-
longing or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

W. M. ANDREWS, HIS

Heirs and Assigns forever

And I do hereby bind MYSELF AND MY Heirs, Executors
and Administrators, to warrant and forever defend all and singular the said premises unto the said

W. M. ANDREWS, HIS

Heirs and Assigns, against ME and MY Heirs and against every
person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS MY Hand and Seal this 6TH day of MAY

in the year of our Lord one thousand nine hundred and sixty- EIGHT
NINETY-SECOND
and in the one hundred and eighty- year of the Sovereignty and Independence of the United
States of America

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

pearl Byrd } (Seal)
Annie Jones } (Seal)

Recd

State Of South Carolina

County of *KERSHAW*

ENGLISH BENNETT

TO

W. H. ANDREWS

Title To Real Estate

I hereby certify that the within Deed was filed
for record in my office at 2:32 P. M. o'clock on
the 12th day of September
19 68, and was immediately entered upon the
proper indexes and duly recorded in Book HU

of Deeds, page 1937
A. S. Owens
Clerk of Court of Common Pleas and General Ses-

sions for *Kershaw* County, S. C.

I hereby certify that the within Deed has been
this 12th day of

Sept. A. D. 1968, Recorded
in Book *4* of Deeds, page *239*

Ethel D. Ogburn Auditor

for *Kershaw* County

STEVE S. KELLY, Kershaw County Treasurer

714 1938

Form No. 2—TITLE TO REAL ESTATE, Short Form

FROM Margretha Harris

TO W. M. Andrews

The State of South Carolina

1938 DEC 12 PM 2 32

County of Kershaw

W E GOURN
CLERK OF COURT
KERSHAW COUNTY, S.C.

KNOW ALL MEN BY THESE PRESENTS, That

I, Margretha Harris, only surviving daughter and heir at law of
Alice B. Rowie, deceased daughter of Elijah Bennett

in the State aforesaid, for and

in consideration of the

sum of Eighty-eight and 42/100 (\$88.42) Dollars

to me paid by W. M. Andrews

in the State aforesaid receipt whereof is hereby acknowledged

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

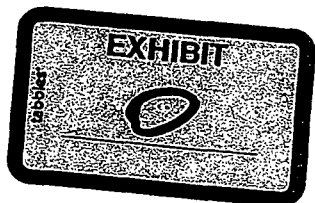
W. M. Andrews, his heirs and assigns:

All my right, title, and undivided interest as a surviving grand-daughter of Elijah Bennett
in and to:

All that piece, parcel or tract of land, situate, lying and being in School District 43,
in Kershaw County, South Carolina, containing forty-two (42) acres, more or less, and
bounded as follows: NORTH by property now or formerly of J.A. Dees and waters of
Swift Creek; EAST by property now or formerly of DuPre; SOUTH by property now or formerly
of Dees; WEST by property now or formerly of Boykin.

Being same property conveyed to Elijah Bennett by deed of J. C. Gillis dated Dec. 19, 194
recorded Deed Book DM, p. 256, office of Clerk of Court for Kershaw County.

The grantor herein is a daughter and sole heir at law of Alice B. Rowie, a deceased
daughter of Elijah Bennett who is now deceased.



TOGETHER with all and singular, the rights, members, interests, claims, demands, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises hereunto, and unto the heirs and assigns forever, unto the said W. M. Andrews, his

Heirs and Assigns forever:

And Q do hereby bind W. M. Andrews and Administrators, to warrant and forever defend all and singular the premises hereunto, and unto the said W. M. Andrews, his

W. M. Andrews, his

Heirs and Assigns, against me and

person whomsoever

WITNESS my Hand and Seal

in the year of our Lord one thousand nine hundred and 1947 and in the one hundred and ninety-second and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Mrs. Mary Jackson
STATE OF SOUTH CAROLINA, New York
KINGS County.

Personally appeared before me

and made oath that (s)he sign, seal and, as her and that he, with execution thereof.

SWORN to before me this

STATE OF SOUTH CAROLINA, County.

unto all whom it may concern, that Mrs. the wife of the within-named did this day appear before me, and upon being privately and separately examined, she voluntarily and without any compulsion, dread, or fear of any person or persons, she ever relinquish unto the within-named

and assigns, all interest and estate, and also all her right and claim of power of the within mentioned and released.

Given under my Hand and Seal, this

Notary Public of South Carolina

The State of South Carolina

County of Kershaw

Margaret Harris

TO

W. M. Andrews

State of South Carolina,
County of Kershaw

44 1940

Know All Men by These Presents. That

WE, **CARRIE WILLIAMS, MAE GARY, CORA BELLE CHISHOLM, FRANCES McCANTS, ELIZABETH STOVIS, JAMES BENNETT, HEYWARD BENNETT, ELIJAH BENNETT, LUCY BENNETT, DAN BENNETT, BOBBIE JEAN RICHARDSON, SHIRLEY STUCKEY, AND OLLIE MAE HICKMAN**
SURVIVING HEIRS AT LAW OF **ELIJAH BENNETT, DECEASED,**

in the State aforesaid, **FOR AND**

in consideration of the

sum of **\$1,061.04**

to **US** paid by **W. M. ANDREWS**

In the State aforesaid **RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED**

have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

W. M. ANDREWS, HIS HEIRS AND ASSIGNS:

ALL OUR RIGHT, TITLE, AND UNDIVIDED INTERESTS AS HEIRS AT LAW OF ELIJAH BENNETT, IN AND TO:

ALL THAT PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING IN SCHOOL DISTRICT 43, IN KERSHAW COUNTY, SOUTH CAROLINA, CONTAINING FORTY-TWO (42) ACRES, MORE OR LESS, AND BOUNDED AS FOLLOWS: NORTH BY PROPERTY NOW OR FORMERLY OF J.A. DEES AND WATERS OF SWIFT CREEK; EAST BY PROPERTY NOW OR FORMERLY OF DUPRE SOUTH BY PROPERTY NOW OR FORMERLY OF DEES; WEST BY PROPERTY NOW OR FORMERLY OF BOYKIN.

BEING SAME PROPERTY CONVEYED TO ELIJAH BENNETT BY DEED OF J. C. GILLIS DATED DEC. 19, 1947, RECORDED DEED BOOK DM, P. 256.

THE GRANTORS HEREIN ARE SOME OF THE SURVIVING CHILDREN AND GRANDCHILDREN (BOBBIE JEAN RICHARDSON AND SHIRLEY STUCKY BEING 1 OF THE 8 CHILDREN OF DORETHA BENNETT, DECEASED) OF ELIJAH BENNETT WHO IS NOW DECEASED. LUCY BENNETT IS THE WIFE OF JOE LEWIS BENNETT WHO HAS NOT BEEN HEARD FROM IN MANY YEARS AND MAY POSSIBLY BE DECEASED.



TOGETHER with ali and singular, the rights, members, hereditaments and appurtenances to the said premises be-
longing or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said

W. M. ANDREWS, HIS

Heirs and Assigns forever.

And WE do hereby bind OURSELVES AND OUR Heirs, Executors
and Administrators, to warrant and forever defend all and singular the said premises unto the said

W. M. ANDREWS, HIS

Heirs and Assigns, against US and OUR Heirs and against every
person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS OUR Hand S and Seals this 29TH day of MARCH

in the year of our Lord one thousand nine hundred and sixty- EIGHT

NINETY-SECOND

and in the one hundred and ~~eighty~~ year of the Sovereignty and Independence of the United

States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

James E. Cooper
Mary J. Andrews

Wm. M. Hickson

Carrie Williams (son) (SEAL)
Mae Gar (SEAL)
Frances M. Cant (SEAL)
Elizabeth Storie (SEAL)
James Bennett (SEAL)
Howard Bennett (SEAL)
Elijah Bennett (SEAL)
Lucy Bennett (SEAL)
Dan Bennett (SEAL)
Bessie (SEAL)
Shirley (SEAL)

STATE OF SOUTH CAROLINA. }
KERSHAW County. }

PERSONALLY appeared before me

JAMES E. COOPER

and made oath that HE saw the within named
JAS. BENNETT, FRANCES M. CANT, ELIZABETH STORIE, DAN BENNETT, DOB
JEAN RICHARDSON, Bessie, Shirley, and others.

State Of South Carolina

County of KERSHAW

CARRIE WILLIAMS, MAE GARY,
CORA BELLE CHISHOLM, FRANCES
McCANTS, ELIZABETH STOVISS,
JAMES BENNETT, HEYWARD
BENNETT, ELIJAH BENNETT,
LUCY BENNETT, DAN BENNETT,
ROBBIE JEAN RICHARDSON, SHIRLEY
STUCKEY, OLLIE MAE HICKMAN

TO

W. M. ANDREWS

Title To Real Estate

I hereby certify that the within Deed was filed
for record in my office at 2:32 P.M. o'clock on
the 12th day of September
1968, and was immediately entered upon the
proper indexes and duly recorded in Book HU
of Deeds, page 1940

W. M. Andrews
Clerk of Court of Common Pleas and General Ses-

sions for Kershaw County, S. C.

I hereby certify that the within Deed has been
this 12th day of

Sept. A. D. 1968, Recorded
in Book 8 of Deeds, page 239

Ethel D. Ogburn Auditor
for Kershaw County

STEVE S. KELLY, Kershaw County Treasurer

SEP 12 PM 2 32

CLERK OF COURT
KERSHAW COUNTY, S.C.

Find and Indent of J/P M. 19 46 and recorded this the 5th of January 19 46
C/7/// J.C. Gillis To Elijah Bennett

THE STATE OF SOUTH CAROLINA.

County of Kershaw

KNOW ALL MEN BY THESE PRESENTS That

I, J. C. Gillis (unmarried)

in the State aforesaid, for and in consideration of the sum of Two Hundred Sixty Dollars (\$260.00)

Dollars, to me ~~which I have hereunto set my hand~~

has been paid by Elijah Bennett

in the State aforesaid, I, the said ~~J. C. Gillis~~ have granted, bargained, sold, aliened, released, and by these presents do grant, bargain, sell and release unto the said Elijah Bennett, his heirs and assigns:-

All that piece, parcel or tract of land located in School District No. 4, county of Kershaw, State of South Carolina, containing Forty-two (42) acres, more or less, and being bounded as follows: North by lands of J.A. Dees, and by Swift Creek, South by lands of Dees, East by lands of DuPre, and West by lands of Boykin.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, to be in any wise lawfully appertaining TO HAVE AND TO HOLD, all and singular, the Premises before mentioned unto the said Elijah Bennett, his

Heirs and Assigns forever

copy
LHC/Clerk

WITNESS my Hand and Seal, this 19th day of December, in the year of our Lord one thousand nine hundred and forty-seven and in the one hundred and seventy-second year of the Sovereignty and Independence of the United States of America

Signed, Sealed and Delivered in the Presence of \$1.00 state J.C. Gillis (Seal) / / (LS)
Wilbur M. Barrett .55 cts Federal
Florence B. Hay (LS)

THE STATE OF SOUTH CAROLINA,
Kershaw County

PERSONALLY appeared before me Wilbur M. Barrett

and made oath that he is the within named J.C. Gillis
and that he is his son and heir, and that he is the owner of the premises therein mentioned, and that he with Florence B. Hay witnessed the execution thereof

SWORN to before me, this 19th

day of December, 1947
Florence B. Hay (LS) / / (Seal) Wilbur M. Barrett
N.P. Seal. Notary Public for South Carolina

THE STATE OF SOUTH CAROLINA,
County.

REINSTATEMENT OF POWER

Grantor unmarried

Notary Public for S.C., do hereby certify unto all whom it may concern,

that Mrs. ~~J. C. Gillis~~ the wife of the within named ~~J. C. Gillis~~ did this day appear before me, and upon being separately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whatsoever, execute, release and forever relinquish unto the within named

Heirs and assigns, all her interest and estate and also all her right and claim of dower of, in, or to all and singular the premises within mentioned and released
GIVEN under my hand and seal this

day of _____, Anno Domini 19

(SEAL)

EXHIBIT

Q

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF KERSHAW	)	C/A NO.: 2009-CP-28-00338

W.H. BUNDY, JR.,	)	
	)	
	)	
Plaintiff,	)	
	)	
v.	)	<u>STIPULATION OF PARTIES</u>
	)	<u>FOR PLAINTIFF BUNDY'S</u>
BOBBY BRENT SHIRLEY,	)	<u>CHAIN OF TITLE</u>
	)	
	)	
Defendants.	)	
_____	)	

The parties to this action, by and through their authorized counsel, hereby stipulate to the following:

- (1) The Plaintiff is the current fee owner of the seven tracts of property described in **Exhibit A** (the "Bundy Property").
- (2) On December 22, 2003, Walter H. Bundy, Jr. conveyed a conservation easement on the Bundy Property to the Congaree Land Trust. A true and accurate copy of the easement is attached hereto as **Exhibit B**.
- (3) On March 14, 2003, Bowater Timber 1, LLC conveyed the Bundy Property to Walter H. Bundy, Jr. A true and accurate copy of the deed is attached hereto as **Exhibit C**.
- (4) On November 27, 2001, Bowater Incorporated conveyed the Bundy Property to Bowater Timber 1, LLC. A true and accurate copy of the deed is attached hereto as **Exhibit D**.

- (5) On May 13, 1968, R.H. Cantey transferred a portion of the Bundy Property to Catawba Timber Company. A true and accurate copy of the deed is attached hereto as **Exhibit E.**¹
- (6) On December 20, 1960, Camden Equipment Company transferred a portion of the Bundy Property to Catawba Timber Company. A true and accurate copy of the deed is attached hereto as **Exhibit F.**
- (7) On October 31, 1960, Camden Equipment Company, Inc. and R.H. Cantey transferred a portion of the Bundy Property to Catawba Timber Company. A true and accurate copy of the deed is attached hereto as **Exhibit G.**
- (8) On October 24, 1960, H.E. Beard, Jr. and Roderick H. Cantey transferred a portion of the Bundy Property to Catawba Timber Company. A true and accurate copy of the deed is attached hereto as **Exhibit H.**
- (9) On October 19, 1960, James L. Sweet transferred a portion of the Bundy Property to Catawba Timber Company. A true and accurate copy of the deed is attached hereto as **Exhibit I.**
- (10) On or about September 26, 1960, R.H. Marett, RLS, prepared a plat of the Bundy Property. A true and accurate copy of the plat is attached hereto as **Exhibit J.**

[Signature Page Follows]

¹ That Bowater Incorporated was the owner of all outstanding shares of Catawba Timber Company. Catawba Timber Company merged into Bowater Incorporated on December 31, 1980. At such time Bowater Incorporated was vested with all the property of Catawba Timber Company.

Keith M. Babcock
LEWIS & BABCOCK, LLP
1513 Hampton Street
Columbia, SC 29201
(803) 771-8000

Steven Spitz
P.O. Box 535
Charleston, SC 29402
(843) 377-2154
(843) 723-0618

M. Brent McDonald
SMITH, BUNDY, BYBEE & BARNETT, P.C.
1037 Chuck Dawley Blvd., Bldg. F, Suite 100
Post Office Box 1542
Mt. Pleasant, SC 29465-1542
(843) 881-1623

ATTORNEYS FOR THE PLAINTIFF

Mt. Pleasant, South Carolina
_____, 2010

John W. Wells, Esquire
Baxley, Pratt & Wells, PA
Three The Common at Lugoff
PO Box 10
Lugoff, South Carolina 29078
803-438-4200
803-438-5090 (Fax)

ATTORNEY FOR DEFENDANT

Lugoff, South Carolina
_____, 2010.

EXHIBIT A

TRACT: CDW-026800
KERSHAW COUNTY, SOUTH CAROLINA

All that certain tract or parcel of land situated in School District 43, DeKalb Township, of Kershaw County, South Carolina, being Tract 1 shown on a plat of a survey made by R.H. Marett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of Kershaw County, South Carolina, and being more fully described according to said plat as follows:

BEGINNING at an iron pin at an old corner, being a corner common to this tract, Tract 2 and Tract 4 as shown on said plat and being also a corner common to DuPre's 6.2 acre tract and Rembert's 1 acre tract; running thence North 25 degrees 30 minutes West with the line of Tract 2 as shown on said plat, 3930 feet; more or less, to Swift Creek; thence South 54 degrees East with said creek 216 feet; thence South 83 degrees 30 minutes East with said creek 205 feet to the mouth of Shoe Make Branch; thence up said branch South 86 degrees East 100 feet, South 24 degrees 30 minutes East 184.5 feet and South 40 degrees 45 minutes East 103.5 feet to the South line of the property now or formerly owned by Jim Sweet; thence leaving said branch North 66 degrees East with Sweet's line 900 feet to an iron pin at an old corner and in Nelson's line; thence with Nelson's line and with the approximate high water line of the swamp line along Shoe Make Branch the following courses and distances; South 03 degrees 45 minutes West 153.5 feet, South 39 degrees 45 minutes East 88.3 feet, South 82 degrees East 93.7 feet, North 53 degrees 30 minutes East 116 feet, North 74 degrees East 87.3 feet, South 51 degrees 45 minutes East 73.7 feet, South 18 degrees East 132 feet, East 416.8 feet, South 201 feet, South 86 degrees 30 minutes East 172 feet, South 45 degrees East 129 feet, South 20 degrees East 208 feet, South 14 degrees East 119 feet, South 74 degrees East 175.2 feet, South 30 degrees 30 minutes East 142 feet, South 43 degrees East 335 feet, and South 23 degrees 30 minutes East 176 feet to an iron pin at an old corner; thence South 66 degrees 30 minutes West 121 feet to a 4-inch black gum on said branch; thence with said branch South 33 degrees 30 minutes East 114 feet, South 09 degrees East 165 feet to an iron pin; thence leaving said branch South 01 degree 15 minutes West with Wooten's line 1585.6 feet to an angle iron; the Northeast corner of Tract 3 as shown on said plat; thence with the line of said Tract 3, South 59 degrees 30 minutes West 445 feet to a corner, North 21 degrees West 462 feet to a corner and South 78 degrees West 990 feet to the Beginning, containing 153 acres, more or less.

Being the same property as conveyed to Catawba Timber Company by deed of H.E. Beard, Jr. and R.H. Cantey dated October 24, 1960, recorded in Book GA, page 517.

Tax Map Number: 367-00-00-002

Being the same property as conveyed to Bowater Timber 1, LLC from Bowater Incorporated by Deed dated November 27, 2001, and recorded in Book 104 Page 1 in Kershaw County, South Carolina.

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

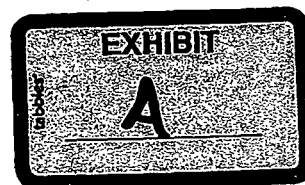


EXHIBIT A

TRACT: CDW-026900
 KERSHAW COUNTY, SOUTH CAROLINA

All those certain tracts or parcels of land situated in School District 43, DeKalb Township of Kershaw County, South Carolina, being Tract No. 2, Tract No. 3 and Tract No. 6 shown on a plat of a survey made by R.H. Marcet, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of said County, and being more fully described according to said plat as follows:

Tract No. 2

BEGINNING at an iron pin at an old corner, being a corner common to Tract No. 1, Tract No. 2 and Tract No. 4 shown on said plat and being also a corner common to B.C. DuPre's 6.2-acre tract and Audrey Rembert's 1-acre tract; running thence North 84 degrees West with DuPre's line 900 feet to an iron pin in an old corner, DuPre's Northwest corner; thence South 05 degrees 30 minutes West with DuPre's line 399 feet to an iron pin, DuPre's Southwest corner; thence South 81 degrees 15 minutes East 450 feet to an angle iron in the North line of Tract No. 4 shown on said plat; thence South 52 degrees 45 minutes West with the line of Tract No. 4, 680.2 feet to an iron pin at an old corner, being the Northeast corner of Tract No. 5 shown on said plat; thence North 26 degrees West 800 feet to an iron pin, Charles Wright's Southeast corner; thence North 26 degrees 30 minutes West with Wright's line 288.7 feet to an iron pin, Wright's Northeast corner; thence North 26 degrees West with the line of the Bennett Estates 2028.6 feet to an angle iron at an old corner in the approximate high water line of the swamp lying Southeast of Swift Creek, being a corner of Tract No. 6 shown on said plat; thence continuing North 26 degrees West, crossing said swamp, 841 feet, more or less, to the center of Swift Creek, being also a corner of said Tract No. 6; thence up and with the center of said creek North 48 degrees 45 minutes East 166.5 feet, North 41 degrees 30 minutes East 364 feet, North 54 degrees 30 minutes East 361 feet, North 52 degrees East 275 feet and North 72 degrees 30 minutes East 255 feet to the Northwest corner of Tract No. 1 shown on said plat; thence, South 25 degrees 30 minutes East 3930 feet to the Beginning, containing 113 acres, more or less.

Tract No. 3

BEGINNING at an iron pin located 320 feet North 78 degrees East from the Beginning corner of Tract No. 2 hereinabove described, being the easternmost corner of the Audrey Rembert 1-acre tract in the south line of Tract No. 1 shown on said plat; thence with the line of said Tract No. 1 North 78 degrees East 670 feet to a corner; South 21 degrees East 462 feet and North 59 degrees 30 minutes East 445 feet to an angle iron in the line of the lands of Wooten, being the Southeast corner of Tract No. 1; thence South 04 degrees 30

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

minutes West 1706 feet to an angle iron in Boykin's line; thence North 78 degrees 15 minutes West 1077 feet to an iron pin, a corner of Tract No. 4 shown on said plat; thence with the line of Tract No. 4 North 03 degrees 30 minutes East 904 feet, South 62 degrees 30 minutes West 298 feet and North 15 degrees 20 minutes West 473 feet to the South corner of said Rembert Tract; thence North 35 degrees 42 minutes East with Rembert's line 409.6 feet to the Beginning.

EXCEPTING AND RESERVING out of the above described Tract No. 3, a 6-acre tract more fully described as follows: Beginning at an iron pin located North 60 degrees 30 minutes East 379.7 feet from a corner of Tract No. 4 shown on said plat; running thence North 17 degrees 45 minutes East 416 feet; thence North 75 degrees 15 minutes West 92 feet; thence North 17 degrees 45 minutes East 26 feet; thence South 71 degrees 30 minutes East 92.1 feet; thence North 17 degrees 45 minutes East 625 feet to an iron pin; thence South 72 degrees 15 minutes East 292 feet to an iron pin; thence South 22 degrees 42 minutes West 1064 feet to an iron pin; thence North 72 degrees 15 minutes West 200 feet to the Beginning.

The above described Tract No. 3 less the exception, contains 36 acres, more or less. There is included within the above described Tract No. 3 a parcel 10' x 12' containing three graves and this conveyance is made subject thereto.

Tract No. 6

BEGINNING at an iron pin at an old corner in the approximate high water line of the swamp lying Southeast of Swift Creek in the line of Tract No. 2 hereinabove described, being also a corner of the lands of the Bennett Estate; thence with said high water line and the line of the lands of the Bennett Estate and the line of the lands of Perry, along the various courses and distances more fully shown between point "A" and point "B" on said plat, a total distance of 3812.1 feet to an iron pin at an old corner in the line of the lands of Capehart; thence North 09 degrees 45 minutes East with Capehart's line 681.5 feet to an iron pin at a branch, being point "C" shown on said plat; thence down and with the meanders of said branch to Swift Creek and continuing down and with Swift Creek, along the various courses and distances more fully shown on said plat, a total distance of 3606.5 feet to the Northwest corner of Tract No. 2 shown on said plat; thence South 26 degrees East 841 feet, more or less, to the Beginning, containing 30 acres, more or less.

Additional Property

All that certain tract or parcel of land situated in School District 43, DeKalb Township of Kershaw County, South Carolina, being Tract No. 5 shown on a plat of a survey made by R.H. Marett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of said county, and being more fully described according to said plat as follows:

BEGINNING at an iron pin at an old corner in the West line of Tract No. 4 shown on said plat and being the Northeast corner of the lands now or formerly owned by Boykin;

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

running thence with Boykin's line South 88 degrees 45 minutes West 2050.4 feet to an iron pin and South 86 degrees 15 minutes West 1300 feet to an iron pin at an old corner; thence North 22 degrees West 160 feet to an iron pin at an old corner; thence North 82 degrees East 3250 feet to an iron pin, being a corner common to Tract No. 2 and Tract No. 4 shown on said plat and the Northeast corner of the property herein conveyed; thence South 22 degrees 15 minutes East with the West line of Tract No. 4, 503 feet to the Beginning, containing 23 acres, more or less.

Additional Property

All that parcel or tract of land situated in School District No. 43, DeKalb Township, Kershaw County, South Carolina, containing 1 acre, more or less, and being more fully shown on a plat of property of Catawba Timber Company, by R.H. Marett, R.L.S., dated September 26, 1960, and recorded in Plat Book 27, page 39, in the Office of the Clerk of Court of Kershaw County, South Carolina, and designated thereon as Parcel "B" and being triangular in shape and bounded on all sides by lands of Catawba Timber Company, and being more fully described as BEGINNING at a corner common to Tracts 1, 2, 4, and this property, as shown on the above referred to plat; thence with the line of Catawba Timber Company North 78 degrees East 320 feet to a metal fence post; thence continuing with the line of Catawba Timber Company South 35 degrees 42 minutes West 409.6 feet to a metal fence post, a corner common to this tract, Tract No. 3, and a point in the northeast line of Tract No. 4; thence North 15 degrees 20 minutes West with the line of Catawba Timber Company 275 feet to a metal fence post and the point of Beginning.

Being the same tracts of land conveyed to Catawba Timber Company by deed of Camden Equipment Company, Inc. and R.H. Cantey dated October 31, 1960, recorded in Book GA, page 523, by deed of Camden Equipment Company dated December 20, 1960, recorded in Book GA, page 561; and by deed of R.H. Cantey dated May 13, 1968, recorded in Book HU, page 1374.

All the Property described above contains 203 acres, more or less.

Reference is made to those merger documents into Bowater Incorporated recorded in Book IR, page 1262, and Book 20, page 34.

Tax Map Number: 367-00-00-002

Being the same property as conveyed to Bowater Timber 1, LLC from Bowater Incorporated by Deed dated November 27, 2001, and recorded in Book 1098 Page 1 in Kershaw County, South Carolina.

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

EXHIBIT A

TRACT: CDW-027000
 KERSHAW COUNTY, SOUTH CAROLINA

All that certain tract or parcel of land situated in School District 43 of Kershaw County, South Carolina, being Tract 4 shown on the plat of a survey made by R.H. Marett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of said county as follows:

BEGINNING at a point in the center of a road marked by an iron pin on the East side of said road and being 47 feet North 78 degrees 15 minutes West from the Southwest corner of Tract 3 as shown on said plat; running thence South 06 degrees 42 minutes West with said road 1066 feet to an iron pin on the East side of said road; thence South 51 degrees 37 minutes West, partially with said road 575 feet to an iron pin on the East side of another road and in the line of the land now or formerly owned by Boykin; thence North 19 degrees 15 minutes East, partially with said road and with Boykin's line 1760 feet to an iron pin, being the Southeast corner of Tract 5 shown on said plat; thence North 22 degrees 15 minutes West with the line of Tract 5, 503 feet to an iron pin, being the Northeast corner of Tract 5 and the Southwest corner of Tract 2 as shown on said plat; thence North 52 degrees 45 minutes East with the line of Tract 2, 680.2 feet to an iron pin at a corner of the B. C. Dupre 6.2 acre tract; thence continuing North 52 degrees 45 minutes East with Dupre's line 610.6 feet to an iron pin, being a corner common to Tract 2 and Tract 1 as shown said plat and being also a corner common to the 6.2 acre tract owned by B. C. Dupre and the 1-acre tract owned by Audrey Rembert; thence South 15 degrees 20 minutes East with Rembert's line and the line of Tract 3, 746 feet to a corner of Tract 3 as shown on said plat; thence North 62 degrees 33 minutes East with the line of Tract 3, 293 feet to a corner; thence South 03 degrees 30 minutes West with the line of Tract 3, 904 feet to a corner in Boykin's line, being the southwest corner of Tract 3; thence North 78 degrees 15 minutes West with Boykin's line 47 feet to the Beginning, containing 56 acres, more or less.

Being the same property as conveyed to Catawba Timber Company by deed of James L. Sweet dated October 19, 1960, recorded in Book GA, page 516.

Reference is made to those merger documents into Bowater Incorporated recorded in Book IR, page 1262, and Book 20, page 34.

Tax Map Number: 367-00-00-002

Being the same property as conveyed to Bowater Timber 1, LLC from Bowater Incorporated by Deed dated November 27, 2001, and recorded in Book 1098 Page 1 in Kershaw County, South Carolina.

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 LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

EXHIBIT A

TRACT: CDW-035600
 KERSHAW COUNTY, SOUTH CAROLINA

All that certain tract or parcel of land situated in School District 43 of Kershaw County, South Carolina, being more fully described according to a plat of a survey made by R.H. Marett, Registered Surveyor, on November 22, 1960, a copy of which appears of record in Plat Book 28, page 67, in the records of Kershaw County, as follows:

BEGINNING at an iron pin on the North side of a road and in the line of other lands of Catawba Timber Company, said iron pin being 228 feet North 51 degrees 37 minutes East from the Southwest corner of the lands of said timber company; running thence North 77 degrees East with a new line severing the lands of the grantor, in all 1686 feet to an iron pin in the line of the lands of Letcher Boykin; thence North 15 minutes West 635.3 feet to an iron pin; thence North 78 degrees 15 minutes West, passing a corner common to Letcher Boykin and Catawba Timber Company at 185.3 feet, in all 1262.3 feet to the center of a road; thence South 06 degrees 42 minutes West with said road and the line of Catawba Timber Company 1066 feet to an iron pin on the East side of said road, a corner of said Timber Company; thence South 51 degrees 37 minutes West with said road and the line of said Timber Company 347 feet to the Beginning, containing 28 acres, more or less.

Being the same property as conveyed to Catawba Timber Company by deed of Tom Boykin dated December 12, 1960, recorded in Book GA, page 551.

Reference is made to those merger documents into Bowater Incorporated recorded in Book IR, page 1262, and Book 20, page 34.

Tax Map Number: 367-00-00-002

Being the same property as conveyed to Bowater Timber 1, LLC from Bowater Incorporated by Deed dated November 27, 2001, and recorded in Book 214, Page 1 in Kershaw County, South Carolina.

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

**THIS CONSERVATION EASEMENT IS SUBJECT TO ARBITRATION PURSUANT TO
THE SOUTH CAROLINA UNIFORM ARBITRATION ACT CODIFIED IN SECTION 15-48-
10 ET. SEQ. OF THE CODE OF LAWS OF SOUTH CAROLINA (1976), AS AMENDED.**

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW)

CONSERVATION EASEMENT
FILED FOR RECORD 12/23/2003
AT 10:20:45AM BOOK 01496 PAGE 00068
Billie O. McLeod, Register of Deeds
Kershaw County Courthouse 000015389

THIS CONSERVATION EASEMENT, made this 22 day of December, 2003, by and between Walter H. Bundy, Jr. (referred to herein as "Grantor"), and The Congaree Land Trust (referred to herein as "Grantee"), a nonprofit corporation organized and existing under the laws of the State of South Carolina.

RECITALS:

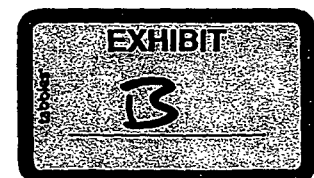
A. Grantor is the owner of real property located near the Boykin community in Kershaw County, South Carolina, as more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").

B. The Property consists predominately of woodlands, fields, wetlands and other lands that Grantor desires to use primarily for recreation, agriculture, timber production and preservation of natural habitat for plants and animals. The Property contains, among other things, freshwater wetlands, creeks, streams and other waters and lands that provide habitat for fish, wildlife and/or plants or similar ecosystems. Portions of the Property (including farmland and/or forest land) abut a public highway (Saxon Road) and other areas from which such it may be viewed by and provide scenic enjoyment to the general public. Grantor believes that the Property is a significant natural area that qualifies as a "... relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," and/or "... open space (including farmland and forest land)...for the scenic enjoyment of the general public or pursuant to a clearly defined Federal, State, or local governmental conservation policy, and will yield a significant public benefit" as those phrases are used in P.L. 96-541, 26 USC 170(h)(4)(A)(ii) and (iii), as amended, and in regulations promulgated thereunder.

C. Grantee is a publicly supported, non-profit corporation qualified under Section 501(c)(3) of the Internal Revenue Code, whose purpose is to preserve and conserve lands containing natural areas having conservation, aesthetic, scientific, charitable and/or educational values, including lands such as the Property.

D. The Conservation Easement Act (as defined herein) permits the creation of conservation easements for purposes of retaining or protecting natural, scenic, or open-space aspects of real property, ensuring the availability of real property for agricultural, forest, recreational, educational or open-space use, protecting natural resources, maintaining or enhancing water quality, and preserving the historical, architectural, archeological, or cultural aspects of real property.

E. Grantor and Grantee recognize the natural, scenic, aesthetic, open-space and special character of the Property as described above, and desire to conserve and protect the same in perpetuity by Grantor granting and conveying to Grantee a conservation easement on the Property pursuant to the



Conservation Easement Act, and by Grantor thereby placing voluntary restrictions upon the use of the Property and giving Grantee certain affirmative rights for the protection of the Property.

NOW, THEREFORE, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein and as an absolute and unconditional gift by Grantor to Grantee, Grantor does hereby freely give, grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, a conservation easement in, upon, on and over the Property in accordance with the following terms, conditions, and restrictions hereof.

1. **PURPOSE.** The purpose of this Conservation Easement is to ensure that the Property will be retained forever predominantly in a natural, scenic and open space condition; to protect native plants, animals, or plant communities on the Property; to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property; and to assure the availability of the Property for traditional uses that are compatible with the Conservation Values of the Property, such as forestry, farming, wildlife management and observation, hunting, fishing and other permitted uses as set forth herein.

2. **DEFINITIONS.** The following terms shall have the meanings ascribed to them below when used in this Conservation Easement.

2.1 **"Baseline Documentation Report":** The Baseline Documentation Report prepared by Grantee for Grantor, which report contains an assessment of the condition of the Property as of the date of this grant, including the characteristics of the Property, its current use and its current state of improvement. Grantor worked with Grantee to ensure that the report is a complete and accurate description of the Property as of the date of this Conservation Easement. Grantor and Grantee will use the Baseline Documentation Report to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement.

2.2 **"Conservation Easement Act":** The South Carolina Conservation Easement Act of 1991, codified in Section 27-8-10 et seq. of the Code of Laws of South Carolina of 1976, as amended.

2.3 **"Conservation Values":** Whenever this Conservation Easement refers to the Conservation Values of the Property (or terms similar thereto such as natural, scenic, open-space, educational or historic values of the Property) such terms shall, without limiting the generality of such terms, mean the relatively natural habitats, ecosystems and open spaces (including farmland and forest land) of the Property at the time of this grant as evidenced by the Baseline Documentation Report.

2.4 **"Property":** The real property described on Exhibit A attached hereto and incorporated herein by reference. The Property consists of two (2) separate tracts of land, one containing 440 acres, more or less (referred to herein as the "Bowater Tract"), and the other containing 45 acres, more or less (referred to herein as the "Rooster Pit Tract")

2.5 **"Purposes of this Conservation Easement":** The purposes set forth above under Paragraph 1 of this Conservation Easement.

3. **PROPERTY USES.** Any activity on or use of the Property inconsistent with the Purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following is a listing of activities and uses which are expressly allowed or which are expressly

prohibited. Additional retained rights of Grantor are set forth in Paragraph 4 below.

3.1 Protection of Conservation Values. Grantor covenants and agrees that Grantor shall, to the extent reasonably practicable, take all actions reasonably necessary to protect, preserve and maintain the Conservation Values of the Property and to prevent any damage or degradation to or destruction of the Conservation Values of the Property. Conversely, Grantor covenants and agrees that Grantor shall take no action or exercise any right, including the exercise of a right reserved hereunder, or allow any action to be taken or right exercised, in a manner that would cause or could reasonably be expected or anticipated to cause any damage or degradation to or destruction of any Conservation Values of the Property.

3.2 Prohibited Uses and Improvements. Except to the extent provided below, there shall be (a) no residential development or commercial, manufacturing or industrial development, activities or uses undertaken or allowed on any portion of the Property, (b) no right of passage across or upon any portion of the Property if that right of passage is used in conjunction with a residential development or commercial, manufacturing or industrial development, activity or use, and (c) no construction or placing on the Property of any temporary or permanent buildings or other improvements or fixtures, including without limitation any manufactured or mobile homes, modular homes, advertising signs, billboards, or other advertising material, airplane landing strip, utility lines, towers, or conduits, radio transmission antennas, utility transmissions, cellular phone transmission antennas or other structures. Furthermore, all outdoor lighting shall be placed and shielded so as to minimize the impact on surrounding areas.

3.3 Subdividing of Property. The Property consists of two (2) separate parcels of land, which are the Bowater Tract and the Rooster Pit Tract. There shall be no further dividing or subdividing of the Property. The Bowater Tract and Rooster Pit Tract may be conveyed separately, but any transfer or conveyance of title (inter vivos, at death or by operation of law) of the Bowater Tract shall include all, but not less than all, of the Bowater Tract, and any transfer or conveyance of title (inter vivos, at death or by operation of law) of the Rooster Pit Tract shall include all, but not less than all, of the Rooster Pit Tract. Grantor, on behalf of Grantor and the heirs, successors and assigns of Grantor, hereby absolutely and irrevocably waive all rights to seek a partition (including a judicial partition) of the Property or any portion thereof. Without limiting the generality of the foregoing, Grantor shall not indirectly subdivide the Property through the recordation of a subdivision plat or the creation of a horizontal property regime or other means, such as timesharing or the creation of condominium ownership.

3.5 Roads. Grantor shall have the right to repair and maintain existing roads on the Property and construct and repair additional driveways, access roads, walkways, hiking trails (raised and natural elevation) and boardwalks to accommodate permitted improvements on the Property or reasonably necessary to engage in agricultural, forestry, recreational or other activities permitted hereunder. Grantor shall have the right to re-pave any existing paved roads within the Property. All other driveways and roads, and all walkways and trails, shall be of a permeable material (sand, clay, crushed rock or stone, etc.), unless otherwise required by governmental authorities having jurisdiction over the Property.

3.6 Utilities, Easements. Grantor shall have the right to construct and install utilities, drill wells and install septic tanks reasonably necessary to accommodate the use of permitted improvements on the Property, provided such utilities, wells and tanks are constructed in accordance with all local,

state and federal laws. Utilities lines shall be placed underground or within or along the edge of the primary access road or roads within the Property. Except as otherwise permitted herein and where required by action of eminent domain by a body having jurisdiction, Grantor shall otherwise grant no electricity, sanitary sewer, water, storm-water drainage, access or other utility easements over any portion of the Property without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

3.7 Other Permitted Improvements. Grantor shall have the right to (a) maintain, remodel, and repair existing buildings, structures, docks, fences, water wells, utilities, and other improvements, and in the event of their destruction, to reconstruct any such existing improvements with another of similar size, function, capacity, location and material, (b) construct cabins for hunting, fishing and other recreational purposes (such cabins not to exceed 1,500 square feet in the aggregate on the Bowater Tract and 1,500 square feet in the aggregate on the Rooster Pit Tract), (c) construct picnic shelters and pavilions for recreational uses (such shelters and pavilions not to exceed 1,500 square feet in the aggregate on the Bowater Tract and 1,500 square feet in the aggregate on the Rooster Pit Tract), (d) construct stands, blinds, decks and other similar improvements for hunting, wildlife observation and other recreational activities permitted herein, and (e) construct within permitted agricultural fields barns, silos, greenhouses, storage buildings and sheds, and similar improvements reasonably necessary to engage in agricultural activities permitted herein.

3.8 Timber Management. Grantor desires to reserve the right to engage in forestry and timbering activities consistent with the Purposes of this Conservation Easement. Grantor therefore shall have the right to engage in forestry and silvacultural activities and harvest timber from the Property in accordance with this section. Prior to engaging in the harvesting of any timber on the Property, Grantor shall first obtain a forest management plan, and all forestry activities shall be conducted pursuant to the plan. Such management plan shall be (a) updated at least every ten (10) years, (b) prepared by a registered professional forester and (c) designed to ensure the maintenance of good quality growing stock of native timber, the preservation of bottomland hardwood forests, wetlands, floodplains and floodways, and the protection of soil stability and water quality. The plan may allow for prescribed burning. All forestry, silvacultural and timbering practices and operations (including logging activities) shall (i) meet or exceed the then applicable standards accepted as Best Management Practices ("BMP") by the South Carolina Forestry Commission ("SCFC") or successor thereto, (ii) be conducted in accordance with all applicable laws, and (iii) be carried out under the supervision of a registered professional forester. Grantee shall have the right to require Grantor to obtain from the SCFC (or its successor) a BMP review of any proposed logging and cutting operations, and all such operations shall be conducted in accordance with the findings and recommendations of such review.

3.9 Agricultural Uses. Grantor shall have the right to engage in any lawful agricultural and farming activities or operations (other than those prohibited below) on any existing open fields or agricultural fields previously converted to upland timber stands. Grantor shall not convert by ditching, filling, draining or other method any other lands (including hardwood bottoms, ponds, reservoirs, wetlands, flood plains, floodways, streams or creeks) into agricultural fields. Grantor shall have no right to engage in any agricultural or farming operations, uses or other activities (whether lawful or not) that generate significant animal waste that is directly or indirectly released into lakes, ponds, lagoons, rivers, streams, groundwater or other waters (Example: factory hog farms and turkey farms), nor may any level of grazing be allowed that would result in an unreasonable deterioration of the pastures. All agricultural operations on the Property shall be conducted in a manner consistent with a conservation plan

prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, utilizing the standards and specifications of the Natural Resources Conservation Service field office technical guide, which plan shall provide for management of the Property in a manner consistent with generally accepted "Best Management Practices," as those practices may be identified from time to time by appropriate governmental or educational institutions, and in a manner not wasteful of soil resources or detrimental to water quality or conservation. All agricultural operations shall be conducted in accordance with applicable law.

3.10 Wildlife Management. In order to maintain wildlife numbers and diversity, Grantor shall be entitled to maintain existing fields through mechanical means or grazing and to establish wildlife food plots with plant species commonly used for that purpose in the area. Grantor shall have the right to conduct other activities that promote, manage and propagate wildlife on the Property, including actions taken to protect and restore wetlands, control non-native or invasive plants, maintain vegetative riparian buffers, improve water quality, prevent erosion and restore damaged ecosystems and habitats.

3.11 Wetland Impoundments. Subject to applicable governmental regulations, Grantor shall have the right to maintain, enhance and manage historic or existing wetland impoundments for the purposes of providing habitat for alligators, waterfowl, colonial wading birds, shore birds and other native wildlife or for other purposes allowed by this Easement. Subject to the prior written approval by Grantee, which approval shall not be unreasonably withheld, Grantor shall also be allowed to create new ponds, lakes or green tree reservoirs for such purposes provided (a) such ponds, lakes or reservoirs are (i) created for aesthetic, fishing, education and/or recreational purposes and (ii) will not adversely affect the Conservation Values of the Property, and (b) Grantor complies with all applicable laws, ordinances, rules and regulations.

3.12 Recreational Uses. Grantor shall have the right to engage in and permit others to engage in recreational uses of the Property, including, without limitation, hunting, fishing, hiking, trapping and horseback riding, that require no surface alteration or other development of the land, except as provided herein. Grantor shall also have the right to lease the Property (or portions thereof) to hunting and fishing clubs and groups for hunting or fishing. All activities shall be performed in accordance with all applicable laws, ordinances, rules and regulations.

3.13 Excavation. Except as necessary to accommodate the activities expressly permitted under this Easement, there shall be no ditching, draining, diking, filling, excavating, dredging, removal of topsoil, sand, gravel, rock, minerals or other materials, mining, drilling or removal of minerals, nor any building of roads or change in the topography of the Property or disturbance of the soil in any manner.

3.14 Destruction of Plants, Disturbance of Natural Habitat. Grantor shall have the right to cut and remove diseased or exotic trees, shrubs, or plants, and to cut firebreaks. Grantor shall also have the right to cut and remove trees, shrubs or plants to accommodate the activities expressly permitted under this Easement. There shall be no additional removal, harvesting, destruction or cutting of native trees, shrubs or plants. Except to accommodate the activities expressly permitted under this Easement, there shall be no planting of non-native trees, shrubs or plants, plowing, introduction of non-native animals, or disturbance or change in the natural habitat in any manner.

3.15 Hydrology. Except as necessary to accommodate the activities expressly permitted

under this Easement, there shall be no alteration, depletion or extraction of surface water, natural watercourses, lakes, ponds, marshes, subsurface water or any other water bodies on the Property.

3.16 Signage. No signs or billboards or other advertising displays are allowed on the Property, except those signs whose placement, number and design do not significantly diminish the scenic character of the Property. Signs may be displayed to state the name and address of the Property and the names of persons living on the Property, to advertise or regulate permitted on-site activities, to advertise the Property for sale or rent, and to post the Property to control unauthorized entry or use.

3.17 Use of Chemicals. There shall be no use of pesticides or other chemicals, including but not limited to insecticides, fungicides, rodenticides, and herbicides, except (a) as necessary for agricultural, farming, silvacultural and forestry practices, (b) as necessary in and around improvements on the Property (e.g., termite and pest control), and (c) as approved by Grantee to protect, promote or enhance the Conservation Values of the Property (e.g., to control invasive species). All uses and applications shall be in compliance with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations and with the product label for the chemical being used.

3.18 No Dumping. There shall be no storage, release, discharge or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste on the Property. Except as needed to service permitted improvements, there shall be no placement of underground storage tanks on the Property. There shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Property that could cause erosion or siltation on the Property, unless authorized herein.

3.19 No Pollution. There shall be no pollution, of surface water, natural water courses, lakes, ponds, wetlands, subsurface water or any other water bodies, nor shall activities be conducted on the Property that would be detrimental to water purity. Except as provided in Section 3.11, no activities shall be conducted that could alter the natural water level or flow in or over the Property.

3.20 Predator Control. Grantor shall have the right to control, destroy, or trap predatory and problem animals subject to state and local laws.

3.21 Vehicles. There shall be no operation or use of dune buggies, motorcycles, four wheelers, all-terrain vehicles or any other types of off-road motorized vehicles on any portion of the Property consisting of streams, wetlands or bottomland forests or other environmentally sensitive portions of the Property except and only to the extent such use (a) is reasonably necessary to engage in permitted recreational activities, and (b) is performed in a manner that does not adversely affect the Conservation Values of the Property [For example, the proper and careful use of a four-wheeler over upland areas to access a deer stand, which would be permitted, as opposed to driving four wheelers throughout a sensitive wetland area or hardwood bottomland for enjoyment purposes, which would not be permitted]. All vehicle use on the Property shall be conducted in such a manner as to minimize its impact on the Conservation Values of the Property.

3.22 Home Businesses. Any business that is conducted by, and in the home of, a person residing on the Property, is allowed, provided that the traffic generated by the home business does not adversely impact the Purposes of this Conservation Easement.

3.23 Other Uses. Grantor shall have the right to use the Property for all other purposes that

are consistent with the Purposes of this Conservation Easement and are not inconsistent with the restrictions or limitations on use of the Property contained herein. Prior to making any change in use of the Property, Grantor shall notify Grantee in writing to allow Grantee a reasonable opportunity to determine whether such change would violate the terms of this Conservation Easement.

3.24 Notice of Exercise of Rights. In the event Grantor has reserved any right herein the exercise of which may impair the Conservation Values of the Property, Grantor agrees to notify Grantee, in writing, before exercising such right, and Grantee shall have the right to disallow or modify such use so as to protect the Conservation Values of the Property.

4. GRANTOR'S RIGHT TO CONVEY, MORTGAGE, ETC. Grantor retains the right to sell, give, mortgage, lease, or otherwise convey the Property subject to the terms of this Conservation Easement.

5. GRANTEE'S RIGHTS. To accomplish the Purposes of this Conservation Easement, Grantor grants and gives to Grantee the following additional rights:

5.1 Right to Enforce. The right to (a) prevent and correct violations of the terms of this Conservation Easement and (b) inspect the Property to determine if Grantor is complying with the covenants and purposes of this Easement. With advance written notice given by Grantee to Grantor, Grantee may enter the Property for the purposes outlined above in 5.1 (a) and (b), unless there is an ongoing or imminent violation that Grantee reasonably believes could substantially diminish or impair the Conservation Values of the Property, in which case Grantee shall have the right to immediately enter the Property without notice to Grantor. If Grantee finds a violation, it may at its discretion take appropriate legal action. Grantee shall give Grantor written notice of the alleged violation and 60 days to correct it, or to begin good faith efforts to correct in the event the violation is of a type that cannot be reasonably corrected within 60 days (the "cure period"), before filing any legal action. Notwithstanding the foregoing, where there is an ongoing or imminent violation that could substantially diminish or impair the Conservation Values of the Property, Grantee may dispense with the written notice and cure period and immediately file a legal action to correct the violation(s). If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time.

5.2 Discretionary Consent. Grantee's consent for activities otherwise prohibited or requiring Grantee's consent under Paragraph 3 hereof may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the prohibited activities listed in Paragraph 3 are deemed desirable by both Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring Grantee's consent shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the Purposes of this Conservation Easement. Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the Purposes of this Conservation Easement and (2) either enhance or do not impair any significant conservation interests associated with the Property. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement.

6. MEDIATION; ARBITRATION. Grantor and Grantee agree that the terms of this section shall control the method of resolving any dispute, controversy or claim arising out of or relating to this Conservation Easement.

(a) If a dispute arises out of or relates to this Conservation Easement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. If the parties are unable to resolve the dispute by mediation, the parties shall submit the dispute to binding arbitration pursuant to paragraph (b) below.

(b) Grantor and Grantee agree that any dispute, controversy or claim arising out of or relating to this Conservation Easement, or the breach hereof, if not resolved pursuant to mediation as provided in paragraph (a) above, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

(c) Notwithstanding paragraphs (a) and (b) above, Grantor and Grantee shall have the right (before, during or after institution of mediation or arbitration proceedings) to seek a temporary restraining order, temporary or permanent injunction, or other equitable relief from a court of competent jurisdiction when there is an ongoing or imminent violation of this Conservation Easement that, if not immediately enjoined or restrained, could diminish or impair the Conservation Values of the Property or result in other immediate and irreparable injury, loss or damage to the party seeking such relief.

7. RESPONSIBILITIES OF GRANTOR NOT AFFECTED. This Conservation Easement is not intended to affect in any way any existing obligation of the Grantor as owner of the Property. Among other things, Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property and shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

8. ACCESS. This Conservation Easement conveys no right of access by the general public to any portion of the Property. However, the public has the right to view the Property from adjacent publicly accessible areas such as public roads and waterways.

9. TRANSFER OF EASEMENT. The parties recognize and agree that the benefits of this Easement are not divisible and are assignable in whole but not in part. Grantee shall have the right to transfer or assign this Conservation Easement to any organization that at the time of transfer is a "qualified organization" under Section 170(h) of the U.S. Internal Revenue Code, and the organization expressly agrees to assume the responsibility imposed on the Grantee by this Conservation Easement. If Grantee ever ceases to exist or no longer qualifies under Section 170(h) or applicable state law, and the parties are unable to agree upon a substitute Grantee, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility.

10. TRANSFER OF PROPERTY. Any time the Property, or any interest therein, is

transferred by Grantor to any third party, Grantor shall notify Grantee in writing within thirty (30) days of such transfer of the Property, and the document of conveyance shall expressly refer to this Conservation Easement. The failure of Grantor to perform any act required by this Paragraph shall not impair or limit the validity or enforceability of this Conservation Easement or the transfer.

11. AMENDMENT OF EASEMENT. This Conservation Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the Purposes of this Conservation Easement and shall comply with Section 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with the Conservation Easement Act and any regulations promulgated pursuant to that law. Grantor and Grantee have no right or power to agree to any amendment that would affect the enforceability of this Conservation Easement.

12. TERMINATION OF EASEMENT. If it is determined that conditions on or surrounding the Property have changed so much that it is impossible to fulfill the conservation purposes set forth above, a court with jurisdiction may, at the joint request of both Grantor and Grantee, terminate this Conservation Easement.

If condemnation of a part of the Property or of the entire Property by public authority renders it impossible to fulfill any of these conservation purposes, the Conservation Easement may be terminated through condemnation proceedings.

If this Conservation Easement is terminated through judicial action or condemnation and the Property is sold or taken for public use, then, as required by Sec. 1.170A-14(g)(6) of the IRS regulations, Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement. Grantee shall not be entitled to a percentage of any proceeds from such judicial sale or condemnation that are attributable to the value of improvements made after the date of this Easement. The Grantee shall use the proceeds consistently with the conservation Purposes of this Conservation Easement.

13. INTERPRETATION. This Conservation Easement shall be interpreted under the laws of South Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to the Purposes of this Conservation Easement.

14. INDEMNIFICATION. Each party agrees to hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the other party on the Property.

15. TITLE. Grantor covenants and represents that the Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all mortgages, judgments, liens or other encumbrances which are superior in priority to this Conservation Easement, and that Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement. Any and all mortgages, liens or encumbrances must be subordinated to this Conservation Easement.

16. **NOTICES.** Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee, respectively, at the following addresses, unless a party has been notified by the other of a change of address.

To Grantor:

Walter H. Bundy, Jr.
Post Office Box 1559
Camden, SC 29020

To Grantee:

Congaree Land Trust
Post Office Box 232
Columbia, SC 29202
Attn: Executive Director

With a copy to:

President of Board of Directors
Congaree Land Trust
Post Office Box 232
Columbia, SC 29202

17. **ENVIRONMENTAL CONDITION.** Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property in violation of applicable law.

18. **SEVERABILITY.** If any provision of this Conservation Easement is found to be invalid, the remaining provisions shall not be altered thereby.

19. **PARTIES.** Every provision of this Conservation Easement that applies to the Grantor or Grantee shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear.

20. **RE-RECORDING.** In order to ensure the perpetual enforceability of the Conservation Easement, the Grantee is authorized to re-record this instrument or any other appropriate notice or instrument.

21. **MERGER.** The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

22. **SUBSEQUENT LIENS ON PROPERTY.** No provisions of this Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinate to this Conservation Easement.

23. **ACCEPTANCE.** This Conservation Easement is not accepted by Grantee until such time as it has been properly signed, witnessed and acknowledged by Grantee on the spaces provided below.

24. **FORCE MAJEURE.** Nothing herein shall be construed to entitle Grantee to institute any proceedings against Grantor for any changes to the Property due to causes beyond the Grantor's control such as changes caused by fire, floods, storm or unauthorized wrongful acts of third persons.

25. **WAIVER; ESTOPPEL.** The failure by Grantee to notify Grantor of a breach or violation by Grantor or others of any restriction, limitation, term, obligation, covenant or agreement contained in this Conservation Easement shall not constitute a waiver by Grantee of the right to strictly enforce the terms of this Conservation Easement, including the right to require the correction or remedying by Grantor of such breach or violation. Grantor further waives and relinquishes all defenses of waiver, estoppel and laches with respect to any action by Grantee relating to any such breach or violation.

26. **PARAGRAPH HEADINGS.** Article, section and paragraph headings are solely for the purpose of reference and convenience and shall not alter, expand, modify, qualify or amend any term or provision contained herein.

27. **ENTIRE AGREEMENT.** This agreement represents the final fully integrated Conservation Easement between the parties hereto, and all other prior and contemporaneous oral and written agreements and understandings between the parties are excluded hereby.

28. **GENDER; TENSE.** All references herein to gender shall, where appropriate or necessary, include the masculine, feminine or neuter. All references to or uses of the singular tense or the plural tense shall, where appropriate or necessary, include reference to the other tense.

29. **ADDITIONAL REMEDIES.** The rights and remedies hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee in law or in equity for enforcement of this Conservation Easement. Notwithstanding anything to the contrary contained herein, Grantor agrees to immediately reimburse Grantee upon demand for all costs and expenses, including court costs and reasonable attorneys' fees, incurred by Grantee in connection with any violation by Grantor of the terms of this Conservation Easement. Such reimbursement obligation shall include, without limitation, any such costs and expenses incurred by Grantee in any legal action or proceeding (including administrative, equitable and appellate proceedings) to enforce the terms of this Conservation Easement upon a violation hereof by Grantor.

30. **REAL PROPERTY INTEREST.** This Conservation Easement constitutes a real property interest immediately vested in Grantee.

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BEEN LEFT BLANK**

31. LEGAL, TAX AND OTHER ADVICE. GRANTOR REPRESENTS THAT IT HAS CONSULTED GRANTOR'S ATTORNEY, ACCOUNTANT AND OTHER APPROPRIATE EXPERTS FOR ADVICE RELATING TO THIS CONSERVATION EASEMENT AND ANY POTENTIAL TAX BENEFITS THAT MAY INURE TO GRANTOR IN CONNECTION WITH THIS EASEMENT. GRANTOR WARRANTS, REPRESENTS AND AGREES THAT GRANTEE HAS GIVEN NO LEGAL OR OTHER EXPERT ADVICE TO GRANTOR AND THAT GRANTEE HAS MADE NO WARRANTY OR REPRESENTATION RELATING TO (A) THE VALUE OF THE PROPERTY OR METHODOLOGY OR TECHNIQUES USED OR USEFUL IN ASCERTAINING OR APPRAISING THE VALUE OF THE PROPERTY (EITHER BEFORE OR AFTER THE GRANTING OF THIS CONSERVATION EASEMENT), (B) ANY ENTITLEMENT TO TAX BENEFITS BY GRANTOR OR THE AMOUNT OF ANY SUCH BENEFITS, OR (C) WHETHER THE CONVEYANCE BY GRANTOR OF THIS CONSERVATION EASEMENT CONSTITUTES A "QUALIFIED CONSERVATION CONTRIBUTION," AS SUCH TERM IS DEFINED IN SECTION 170 (h) OF THE INTERNAL REVENUE CODE.

TO HAVE AND TO HOLD, this Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound, have set their hands and seals the day and year first above written.

Signed, sealed, and delivered in the
Presence of:

James C. Leah
Witness
Mark B. Bury
Witness

By: [Signature] (SEAL)
Walter H. Bundy, Jr.

Julie T. Lonon
Witness
Harley J. Slum
Witness

THE CONGAREE LAND TRUST

By: [Signature]
Its: Executive Director
(CORPORATE SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF Kershaw)

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The foregoing Conservation Easement was acknowledged before me this 22nd day of December, 2003, by Walter H. Bundy, Jr..

Walter H. Bundy, Jr.
Notary Public for South Carolina
My Commission Expires: 1-10-13

(SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

The foregoing Conservation Easement was acknowledged before me this 15th day of December, 2003, by Ann R. Stening, the Executive Director of The Congaree Land Trust, a South Carolina nonprofit corporation, on behalf of said entity.

X. Brooke Schlenker
Notary Public for South Carolina
My Commission Expires: My Commission Expires
July 2, 2011

(SEAL)

EXHIBIT A

Legal Description

That tract of land located in Kershaw County, South Carolina, containing 439 acres, more or less, being more particularly described on pages 1 through 6 attached to this Exhibit.

The above described property is the same property conveyed to Walter H. Bundy, Jr., by deed of Bowater Timber 1, LLC, dated March 14, 2003, and recorded in Book 1316, page 143 on March 20, 2003.

Tax Map #367-00-00-002

ALSO that tract of land located in the State of South Carolina, County of Kershaw, containing 45.13 acres, more or less, and being more particularly described on page 7 attached to this Exhibit.

The above described property is the same property described in that deed of Nancy S. Bundy to W. H. Bundy, Jr., dated January 25, 2001, and recorded in Book 956, page 184 on February 14, 2001.

Tax Map #366-00-00-006

EXHIBIT A-1

TRACT: CDW-026800

KERSHAW COUNTY, SOUTH CAROLINA

All that certain tract or parcel of land situated in School District 43, DeKalb Township, of Kershaw County, South Carolina, being Tract 1 shown on a plat of a survey made by R.H. Marett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of Kershaw County, South Carolina, and being more fully described according to said plat as follows:

BEGINNING at an iron pin at an old corner, being a corner common to this tract, Tract 2 and Tract 4 as shown on said plat and being also a corner common to DuPre's 6.2 acre tract and Rembert's 1 acre tract; running thence North 25 degrees 30 minutes West with the line of Tract 2 as shown on said plat, 3930 feet; more or less, to Swift Creek; thence South 54 degrees East with said creek 216 feet; thence South 83 degrees 30 minutes East with said creek 205 feet to the mouth of Shoe Make Branch; thence up said branch South 86 degrees East 100 feet, South 24 degrees 30 minutes East 184.5 feet and South 40 degrees 45 minutes East 103.5 feet to the South line of the property now or formerly owned by Jim Sweet; thence leaving said branch North 66 degrees East with Sweet's line 900 feet to an iron pin at an old corner and in Nelson's line; thence with Nelson's line and with the approximate high water line of the swamp line along Shoe Make Branch the following courses and distances; South 03 degrees 45 minutes West 153.5 feet, South 39 degrees 45 minutes East 88.3 feet, South 82 degrees East 93.7 feet, North 53 degrees 30 minutes East 116 feet, North 74 degrees East 87.3 feet, South 51 degrees 45 minutes East 73.7 feet, South 18 degrees East 132 feet, East 416.8 feet, South 201 feet, South 86 degrees 30 minutes East 172 feet, South 45 degrees East 129 feet, South 20 degrees East 208 feet, South 14 degrees East 119 feet, South 74 degrees East 175.2 feet, South 30 degrees 30 minutes East 142 feet, South 43 degrees East 335 feet, and South 23 degrees 30 minutes East 176 feet to an iron pin at an old corner; thence South 66 degrees 30 minutes West 121 feet to a 4-inch black gum on said branch; thence with said branch South 33 degrees 30 minutes East 114 feet, South 09 degrees East 165 feet to an iron pin; thence leaving said branch South 01 degree 15 minutes West with Wooten's line 1585.6 feet to an angle iron; the Northeast corner of Tract 3 as shown on said plat; thence with the line of said Tract 3, South 59 degrees 30 minutes West 445 feet to a corner, North 21 degrees West 462 feet to a corner and South 78 degrees West 990 feet to the Beginning, containing 153 acres, more or less.

Being the same property as conveyed to Catawba Timber Company by deed of H.E. Beard, Jr. and R.H. Cantey dated October 24, 1960, recorded in Book GA, page 517.

Tax Map Number: 367-00-00-002

Being the same property as conveyed to Bowater Timber 1, LLC from Bowater Incorporated by Deed dated November 27, 2001, and recorded in Book 1041 Page 1 in Kershaw County, South Carolina.

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

EXHIBIT A-2

TRACT: CDW-026900
 KERSHAW COUNTY, SOUTH CAROLINA

All those certain tracts or parcels of land situated in School District 43, DeKalb Township of Kershaw County, South Carolina, being Tract No. 2, Tract No. 3 and Tract No. 6 shown on a plat of a survey made by R.H. Marett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of said County, and being more fully described according to said plat as follows:

Tract No. 2

BEGINNING at an iron pin at an old corner, being a corner common to Tract No. 1, Tract No. 2 and Tract No. 4 shown on said plat and being also a corner common to B.C. DuPre's 6.2-acre tract and Audrey Rembert's 1-acre tract; running thence North 84 degrees West with DuPre's line 900 feet to an iron pin in an old corner, DuPre's Northwest corner; thence South 05 degrees 30 minutes West with DuPre's line 399 feet to an iron pin, DuPre's Southwest corner; thence South 81 degrees 15 minutes East 450 feet to an angle iron in the North line of Tract No. 4 shown on said plat; thence South 52 degrees 45 minutes West with the line of Tract No. 4, 680.2 feet to an iron pin at an old corner, being the Northeast corner of Tract No. 5 shown on said plat; thence North 26 degrees West 800 feet to an iron pin, Charles Wright's Southeast corner; thence North 26 degrees 30 minutes West with Wright's line 288.7 feet to an iron pin, Wright's Northeast corner; thence North 26 degrees West with the line of the Bennett Estates 2028.6 feet to an angle iron at an old corner in the approximate high water line of the swamp lying Southeast of Swift Creek, being a corner of Tract No. 6 shown on said plat; thence continuing North 26 degrees West, crossing said swamp, 841 feet, more or less, to the center of Swift Creek, being also a corner of said Tract No. 6; thence up and with the center of said creek North 48 degrees 45 minutes East 166.5 feet, North 41 degrees 30 minutes East 364 feet, North 54 degrees 30 minutes East 361 feet, North 52 degrees East 275 feet and North 72 degrees 30 minutes East 255 feet to the Northwest corner of Tract No. 1 shown on said plat; thence, South 25 degrees 30 minutes East 3930 feet to the Beginning, containing 113 acres, more or less.

Tract No. 3

BEGINNING at an iron pin located 320 feet North 78 degrees East from the Beginning corner of Tract No. 2 hereinabove described, being the easternmost corner of the Audrey Rembert 1-acre tract in the south line of Tract No. 1 shown on said plat; thence with the line of said Tract No. 1 North 78 degrees East 670 feet to a corner; South 21 degrees East 462 feet and North 59 degrees 30 minutes East 445 feet to an angle iron in the line of the lands of Wooten, being the Southeast corner of Tract No. 1; thence South 04 degrees 30

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER I, LLC

minutes West 1706 feet to an angle iron in Boykin's line; thence North 78 degrees 15 minutes West 1077 feet to an iron pin, a corner of Tract No. 4 shown on said plat; thence with the line of Tract No. 4 North 03 degrees 30 minutes East 904 feet, South 62 degrees 30 minutes West 298 feet and North 15 degrees 20 minutes West 473 feet to the South corner of said Rembert Tract; thence North 35 degrees 42 minutes East with Rembert's line 409.6 feet to the Beginning.

EXCEPTING AND RESERVING out of the above described Tract No. 3, a 6-acre tract more fully described as follows: Beginning at an iron pin located North 60 degrees 30 minutes East 379.7 feet from a corner of Tract No. 4 shown on said plat; running thence North 17 degrees 45 minutes East 416 feet; thence North 75 degrees 15 minutes West 92 feet; thence North 17 degrees 45 minutes East 26 feet; thence South 71 degrees 30 minutes East 92.1 feet; thence North 17 degrees 45 minutes East 625 feet to an iron pin; thence South 72 degrees 15 minutes East 292 feet to an iron pin; thence South 22 degrees 42 minutes West 1064 feet to an iron pin; thence North 72 degrees 15 minutes West 200 feet to the Beginning.

The above described Tract No. 3 less the exception, contains 36 acres, more or less. There is included within the above described Tract No. 3 a parcel 10' x 12' containing three graves and this conveyance is made subject thereto.

Tract No. 6

BEGINNING at an iron pin at an old corner in the approximate high water line of the swamp lying Southeast of Swift Creek in the line of Tract No. 2 hereinabove described, being also a corner of the lands of the Bennett Estate; thence with said high water line and the line of the lands of the Bennett Estate and the line of the lands of Perry, along the various courses and distances more fully shown between point "A" and point "B" on said plat, a total distance of 3812.1 feet to an iron pin at an old corner in the line of the lands of Capehart; thence North 09 degrees 45 minutes East with Capehart's line 681.5 feet to an iron pin at a branch, being point "C" shown on said plat; thence down and with the meanders of said branch to Swift Creek and continuing down and with Swift Creek, along the various courses and distances more fully shown on said plat, a total distance of 3606.5 feet to the Northwest corner of Tract No. 2 shown on said plat; thence South 26 degrees East 841 feet, more or less, to the Beginning, containing 30 acres, more or less.

Additional Property

All that certain tract or parcel of land situated in School District 43, DeKalb Township of Kershaw County, South Carolina, being Tract No. 5 shown on a plat of a survey made by R.H. Marett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of said county, and being more fully described according to said plat as follows:

BEGINNING at an iron pin at an old corner in the West line of Tract No. 4 shown on said plat and being the Northeast corner of the lands now or formerly owned by Boykin;

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER I, LLC

EXHIBIT A-4

running thence with Boykin's line South 88 degrees 45 minutes West 2050.4 feet to an iron pin and South 86 degrees 15 minutes West 1300 feet to an iron pin at an old corner; thence North 22 degrees West 160 feet to an iron pin at an old corner; thence North 82 degrees East 3250 feet to an iron pin, being a corner common to Tract No. 2 and Tract No. 4 shown on said plat and the Northeast corner of the property herein conveyed; thence South 22 degrees 15 minutes East with the West line of Tract No. 4, 503 feet to the Beginning, containing 23 acres, more or less.

Additional Property

All that parcel or tract of land situated in School District No. 43, DeKalb Township, Kershaw County, South Carolina, containing 1 acre, more or less, and being more fully shown on a plat of property of Catawba Timber Company, by R.H. Marett, R.L.S., dated September 26, 1960, and recorded in Plat Book 27, page 39, in the Office of the Clerk of Court of Kershaw County, South Carolina, and designated thereon as Parcel "B" and being triangular in shape and bounded on all sides by lands of Catawba Timber Company, and being more fully described as BEGINNING at a corner common to Tracts 1, 2, 4, and this property, as shown on the above referred to plat; thence with the line of Catawba Timber Company North 78 degrees East 320 feet to a metal fence post; thence continuing with the line of Catawba Timber Company South 35 degrees 42 minutes West 409.6 feet to a metal fence post, a corner common to this tract, Tract No. 3, and a point in the northeast line of Tract No. 4; thence North 15 degrees 20 minutes West with the line of Catawba Timber Company 275 feet to a metal fence post and the point of Beginning.

Being the same tracts of land conveyed to Catawba Timber Company by deed of Camden Equipment Company, Inc. and R.H. Cantey dated October 31, 1960, recorded in Book GA, page 523, by deed of Camden Equipment Company dated December 20, 1960, recorded in Book GA, page 561; and by deed of R.H. Cantey dated May 13, 1968, recorded in Book HU, page 1374.

All the Property described above contains 203 acres, more or less.

Reference is made to those merger documents into Bowater Incorporated recorded in Book IR, page 1262, and Book 20, page 34.

Tax Map Number: 367-00-00-002

Being the same property as conveyed to Bowater Timber 1, LLC from Bowater Incorporated by Deed dated November 27, 2001, and recorded in Book 1098 Page 1 in Kershaw County, South Carolina.

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

EXHIBIT A-5

TRACT: CDW-027000
KERSHAW COUNTY, SOUTH CAROLINA

All that certain tract or parcel of land situated in School District 43 of Kershaw County, South Carolina, being Tract 4 shown on the plat of a survey made by R.H. Marett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of said county as follows:

BEGINNING at a point in the center of a road marked by an iron pin on the East side of said road and being 47 feet North 78 degrees 15 minutes West from the Southwest corner of Tract 3 as shown on said plat; running thence South 06 degrees 42 minutes West with said road 1066 feet to an iron pin on the East side of said road; thence South 51 degrees 37 minutes West, partially with said road 575 feet to an iron pin on the East side of another road and in the line of the land now or formerly owned by Boykin; thence North 19 degrees 15 minutes East, partially with said road and with Boykin's line 1760 feet to an iron pin, being the Southeast corner of Tract 5 shown on said plat; thence North 22 degrees 15 minutes West with the line of Tract 5, 503 feet to an iron pin, being the Northeast corner of Tract 5 and the Southwest corner of Tract 2 as shown on said plat; thence North 52 degrees 45 minutes East with the line of Tract 2, 680.2 feet to an iron pin at a corner of the B. C. Dupre 6.2 acre tract; thence continuing North 52 degrees 45 minutes East with Dupre's line 610.6 feet to an iron pin, being a corner common to Tract 2 and Tract 1 as shown said plat and being also a corner common to the 6.2 acre tract owned by B. C. Dupre and the 1-acre tract owned by Audrey Rembert; thence South 15 degrees 20 minutes East with Rembert's line and the line of Tract 3, 746 feet to a corner of Tract 3 as shown on said plat; thence North 62 degrees 33 minutes East with the line of Tract 3, 293 feet to a corner; thence South 03 degrees 30 minutes West with the line of Tract 3, 904 feet to a corner in Boykin's line, being the southwest corner of Tract 3; thence North 78 degrees 15 minutes West with Boykin's line 47 feet to the Beginning, containing 56 acres, more or less.

Being the same property as conveyed to Catawba Timber Company by deed of James L. Sweet dated October 19, 1960, recorded in Book GA, page 516.

Reference is made to those merger documents into Bowater Incorporated recorded in Book IR, page 1262, and Book 20, page 34.

Tax Map Number: 367-00-00-002

Being the same property as conveyed to Bowater Timber 1, LLC from Bowater Incorporated by Deed dated November 27, 2001, and recorded in Book 1098 Page 1 in Kershaw County, South Carolina.

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

EXHIBIT A-6

TRACT: CDW-035600
KERSHAW COUNTY, SOUTH CAROLINA

All that certain tract or parcel of land situated in School District 43 of Kershaw County, South Carolina, being more fully described according to a plat of a survey made by R.H. Marett, Registered Surveyor, on November 22, 1960, a copy of which appears of record in Plat Book 28, page 67, in the records of Kershaw County, as follows:

BEGINNING at an iron pin on the North side of a road and in the line of other lands of Catawba Timber Company, said iron pin being 228 feet North 51 degrees 37 minutes East from the Southwest corner of the lands of said timber company; running thence North 77 degrees East with a new line severing the lands of the grantor, in all 1686 feet to an iron pin in the line of the lands of Letcher Boykin; thence North 15 minutes West 635.3 feet to an iron pin; thence North 78 degrees 15 minutes West, passing a corner common to Letcher Boykin and Catawba Timber Company at 185.3 feet, in all 1262.3 feet to the center of a road; thence South 06 degrees 42 minutes West with said road and the line of Catawba Timber Company 1066 feet to an iron pin on the East side of said road, a corner of said Timber Company; thence South 51 degrees 37 minutes West with said road and the line of said Timber Company 347 feet to the Beginning, containing 28 acres, more or less.

Being the same property as conveyed to Catawba Timber Company by deed of Tom Boykin dated December 12, 1960, recorded in Book GA, page 551.

Reference is made to those merger documents into Bowater Incorporated recorded in Book IR, page 1262, and Book 20, page 34.

Tax Map Number: 367-00-00-002

Being the same property as conveyed to Bowater Timber 1, LLC from Bowater Incorporated by Deed dated November 27, 2001, and recorded in Book 414, Page 1 in Kershaw County, South Carolina.

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

Legal Description, Exhibit "A"

All that piece, parcel or tract of land, with the improvements thereon lying and being situate in the State of South Carolina, County of Kershaw, Northeast of the intersection of U.S. Highway 521 and Secondary Highway No. 23, a short distance from the Kershaw County-Sumter County line, containing 45.13 acres, more or less, and is bounded as follows: North by property of C.B. Boykin and by property of William, Baynard Boykin; East and South by property of Bowater Incorporated; and West by property of C.B. Boykin.

The above described tract of land is more particularly shown on that plat prepared by Daniel D. Riddick, R.L.S., dated March 31, 1978 and recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 36 at Page 311.

The above described tract of land is the same conveyed to W.H. Bundy, Jr. and Nancy S. Bundy by deed of Richard M. Driscoll and Francis A. Driscoll, dated February 28, 1990 and recorded in the Office of the Clerk of Court for Kershaw County on March 2, 1990 in Deed Book JG at Page 2403.

ALSO, a non-exclusive easement of ingress and egress being 30 feet in width leading from Saxton Road (a County maintained unpaved access road that leads from Swift Creek Road) more particularly shown on that plat prepared for Catawba Timber Company by C.A. Holland, Surveyors, Inc., dated March 27, 1989 and recorded in the Office of the Clerk of Court for Kershaw County in Plat Book 38 at Page 1386.

The above described Easement is the same conveyed W.H. Bundy, Jr. and Nancy S. Bundy by deed of Richard M. Driscoll and Francis A. Driscoll dated March 1, 1990 and recorded March 2, 1990 in the Office of the Clerk of Court for Kershaw County in Deed Book JG at Page 2404.

TMS #366-00-00-006

Grantee's Address:

And this 23rd Day
December 2003

3239 BK1316 PG143

STATE OF SOUTH CAROLINA)
)
 COUNTY OF KERSHAW)

000003239
 RECORDED 03/20/2003 10:35:32AM
 Bk:01316 Pg:00143 Pages:11
 Fee:15.00 State:1246.70
 County:527.45 Exempt:-----
 Billie O. McLeod, Register of Deeds
 Kershaw County, SC

LIMITED WARRANTY DEED

(Kershaw Co., SC)

KNOW ALL MEN BY THESE PRESENTS, that BOWATER TIMBER I, LLC, a Delaware limited liability company (hereinafter called "Grantor") for due consideration from WALTER H. BUNDY, JR. (hereinafter called "Grantee") has granted, bargained, sold and released; and by these presents, does grant, bargain, sell and release unto said Grantee whose address is P. O. BOX 1559, Camden, South Carolina 29020, his heirs, successors and assigns that certain property being more particularly described as follows:

SEE ATTACHED EXHIBIT "A" WHICH IS MADE A PART HEREOF

SUBJECT to the matters set forth on Exhibit "B" attached hereto and by reference made a part hereof;

TOGETHER with any and all rights, members, structures, easements, alleyways, appurtenances, improvements, shrubbery, trees, plants, fixtures, or privileges located thereon or appertaining thereto (hereinafter referred to as the "Property");

TO HAVE AND TO HOLD all and singular the Property before mentioned unto said Grantee, his heirs, successors and assigns forever; so that neither the Grantor nor any person in its name and behalf, shall or will hereafter claim or demand any right or title to the Property or any part thereof, but they and every one of them shall by these presents be excluded and forever barred; and

GRANTOR hereby binds itself and its successors to warrant and forever defend all and singular the said premises unto the said Grantee, and his heirs, successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not as to those claiming otherwise, except as hereinabove stated.

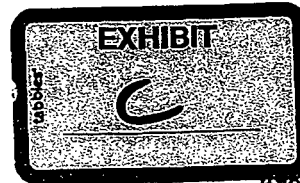
Recorded this 20th Day
 of March 2003
 In Book AH Page 97
Kevin H. Watkins
 Auditor Kershaw County

[SIGNATURE ON FOLLOWING PAGE]

Grantee's Address:
 PO Box 1559
 Camden, SC 29020

KERSHAW COUNTY ASSESSOR	
PART OF #	<u>367-0000-002</u>
TAX MAP #	<u>03</u>
CALENDAR YEAR	<u>04</u>
CLARENCE M. CAUDILL III, ASSESSOR BY	<u>DEF</u>

FILED FOR RECORD 03/20/2003
 AT 10:35A BOOK 01316 PAGE 00143
 Billie O. McLeod -Reg of Deeds - RMC
 Kershaw County Government Ctr 000003239



WITNESS the execution hereof by Grantor this 14 day of March, 2003.

Bowater Timber 1, L.L.C.
By: IPC Industries, Inc.
As its: Manager

WITNESSED:

John Raso
John T. Rangel

By: Kathy P. Sherman
Kathy P. Sherman
Vice President

STATE OF Alabama
COUNTY OF Mobile

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantor, BOWATER TIMBER 1, L.L.C., by IPC Industries, Inc., by its manager and member, sign, seal and as the Grantor's act and deed, deliver the within written Limited Warranty Deed for the uses and purposes therein mentioned; and that s/he, with the other witness whose signature appears above, witnessed the execution thereof.

John Raso (L.S.)

SWORN to before me this
14 day of March, 2003.

James A. Davis (L.S.)

Notary Public for Alabama
My commission expires: MY COMMISSION EXPIRES: May 31, 2004
BONDED JUDICIAL PUBLIC OFFICER

EXHIBIT A

TRACT: CDW-026800
 KERSHAW COUNTY, SOUTH CAROLINA

All that certain tract or parcel of land situated in School District 43, DeKalb Township, of Kershaw County, South Carolina, being Tract 1 shown on a plat of a survey made by R.H. Maret, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of Kershaw County, South Carolina, and being more fully described according to said plat as follows:

BEGINNING at an iron pin at an old corner, being a corner common to this tract, Tract 2 and Tract 4 as shown on said plat and being also a corner common to DuPre's 6.2 acre tract and Rembert's 1 acre tract; running thence North 25 degrees 30 minutes West with the line of Tract 2 as shown on said plat, 3930 feet, more or less, to Swift Creek; thence South 54 degrees East with said creek 216 feet; thence South 83 degrees 30 minutes East with said creek 205 feet to the mouth of Shoe Make Branch; thence up said branch South 86 degrees East 100 feet, South 24 degrees 30 minutes East 184.5 feet and South 40 degrees 45 minutes East 103.5 feet to the South line of the property now or formerly owned by Jim Sweet; thence leaving said branch North 66 degrees East with Sweet's line 900 feet to an iron pin at an old corner and in Nelson's line; thence with Nelson's line and with the approximate high water line of the swamp line along Shoe Make Branch the following courses and distances; South 03 degrees 45 minutes West 153.5 feet, South 39 degrees 45 minutes East 88.3 feet, South 82 degrees East 93.7 feet, North 53 degrees 30 minutes East 116 feet, North 74 degrees East 87.3 feet, South 51 degrees 45 minutes East 73.7 feet, South 18 degrees East 132 feet, East 416.8 feet, South 201 feet, South 86 degrees 30 minutes East 172 feet, South 45 degrees East 129 feet, South 20 degrees East 208 feet, South 14 degrees East 119 feet, South 74 degrees East 175.2 feet, South 30 degrees 30 minutes East 142 feet, South 43 degrees East 335 feet, and South 23 degrees 30 minutes East 176 feet to an iron pin at an old corner; thence South 66 degrees 30 minutes West 121 feet to a 4-inch black gum on said branch; thence with said branch South 33 degrees 30 minutes East 114 feet, South 09 degrees East 165 feet to an iron pin; thence leaving said branch South 01 degree 15 minutes West with Wooten's line 1585.6 feet to an angle iron; the Northeast corner of Tract 3 as shown on said plat; thence with the line of said Tract 3, South 59 degrees 30 minutes West 445 feet to a corner, North 21 degrees West 462 feet to a corner and South 78 degrees West 990 feet to the Beginning, containing 153 acres, more or less.

Being the same property as conveyed to Catawba Timber Company by deed of H.E. Beard, Jr. and R.H. Cantey dated October 24, 1960, recorded in Book GA, page 517.

Tax Map Number: 367-00-00-002

Being the same property as conveyed to Bowater Timber 1, LLC from Bowater Incorporated by Deed dated November 27, 2001, and recorded in Book 1084 Page 1 in Kershaw County, South Carolina.

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

EXHIBIT A

TRACT: CDW-026900
 KERSHAW COUNTY, SOUTH CAROLINA

All those certain tracts or parcels of land situated in School District 43, DeKalb Township of Kershaw County, South Carolina, being Tract No. 2, Tract No. 3 and Tract No. 6 shown on a plat of a survey made by R.H. Marett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of said County, and being more fully described according to said plat as follows:

Tract No. 2

BEGINNING at an iron pin at an old corner, being a corner common to Tract No. 1, Tract No. 2 and Tract No. 4 shown on said plat and being also a corner common to B.C. DuPre's 6.2-acre tract and Audrey Rembert's 1-acre tract; running thence North 84 degrees West with DuPre's line 900 feet to an iron pin in an old corner, DuPre's Northwest corner; thence South 05 degrees 30 minutes West with DuPre's line 399 feet to an iron pin, DuPre's Southwest corner; thence South 81 degrees 15 minutes East 450 feet to an angle iron in the North line of Tract No. 4 shown on said plat; thence South 52 degrees 45 minutes West with the line of Tract No. 4, 680.2 feet to an iron pin at an old corner, being the Northeast corner of Tract No. 5 shown on said plat; thence North 26 degrees West 800 feet to an iron pin, Charles Wright's Southeast corner; thence North 26 degrees 30 minutes West with Wright's line 288.7 feet to an iron pin, Wright's Northeast corner; thence North 26 degrees West with the line of the Bennett Estates 2028.6 feet to an angle iron at an old corner in the approximate high water line of the swamp lying Southeast of Swift Creek, being a corner of Tract No. 6 shown on said plat; thence continuing North 26 degrees West, crossing said swamp, 841 feet, more or less, to the center of Swift Creek, being also a corner of said Tract No. 6; thence up and with the center of said creek North 48 degrees 45 minutes East 166.5 feet, North 41 degrees 30 minutes East 364 feet, North 54 degrees 30 minutes East 361 feet, North 52 degrees East 275 feet and North 72 degrees 30 minutes East 255 feet to the Northwest corner of Tract No. 1 shown on said plat; thence, South 25 degrees 30 minutes East 3930 feet to the Beginning, containing 113 acres, more or less.

Tract No. 3

BEGINNING at an iron pin located 320 feet North 78 degrees East from the Beginning corner of Tract No. 2 hereinabove described, being the easternmost corner of the Audrey Rembert 1-acre tract in the south line of Tract No. 1 shown on said plat; thence with the line of said Tract No. 1 North 78 degrees East 670 feet to a corner; South 21 degrees East 462 feet and North 59 degrees 30 minutes East 445 feet to an angle iron in the line of the lands of Wooten, being the Southeast corner of Tract No. 1; thence South 04 degrees 30

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

minutes West 1706 feet to an angle iron in Boykin's line; thence North 78 degrees 15 minutes West 1077 feet to an iron pin, a corner of Tract No. 4 shown on said plat; thence with the line of Tract No. 4 North 03 degrees 30 minutes East 904 feet, South 62 degrees 30 minutes West 298 feet and North 15 degrees 20 minutes West 473 feet to the South corner of said Rembert Tract; thence North 35 degrees 42 minutes East with Rembert's line 409.6 feet to the Beginning.

EXCEPTING AND RESERVING out of the above described Tract No. 3, a 6-acre tract more fully described as follows: Beginning at an iron pin located North 60 degrees 30 minutes East 379.7 feet from a corner of Tract No. 4 shown on said plat; running thence North 17 degrees 45 minutes East 416 feet; thence North 75 degrees 15 minutes West 92 feet; thence North 17 degrees 45 minutes East 26 feet; thence South 71 degrees 30 minutes East 92.1 feet; thence North 17 degrees 45 minutes East 625 feet to an iron pin; thence South 72 degrees 15 minutes East 292 feet to an iron pin; thence South 22 degrees 42 minutes West 1064 feet to an iron pin; thence North 72 degrees 15 minutes West 200 feet to the Beginning.

The above described Tract No. 3 less the exception, contains 36 acres, more or less. There is included within the above described Tract No. 3 a parcel 10' x 12' containing three graves and this conveyance is made subject thereto.

Tract No. 6

BEGINNING at an iron pin at an old corner in the approximate high water line of the swamp lying Southeast of Swift Creek in the line of Tract No. 2 hereinabove described, being also a corner of the lands of the Bennett Estate; thence with said high water line and the line of the lands of the Bennett Estate and the line of the lands of Perry, along the various courses and distances more fully shown between point "A" and point "B" on said plat, a total distance of 3812.1 feet to an iron pin at an old corner in the line of the lands of Capehart; thence North 09 degrees 45 minutes East with Capehart's line 681.5 feet to an iron pin at a branch, being point "C" shown on said plat; thence down and with the meanders of said branch to Swift Creek and continuing down and with Swift Creek, along the various courses and distances more fully shown on said plat, a total distance of 3606.5 feet to the Northwest corner of Tract No. 2 shown on said plat; thence South 26 degrees East 841 feet, more or less, to the Beginning, containing 30 acres, more or less.

Additional Property

All that certain tract or parcel of land situated in School District 43, DeKalb Township of Kershaw County, South Carolina, being Tract No. 5 shown on a plat of a survey made by R.H. Marett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of said county, and being more fully described according to said plat as follows:

BEGINNING at an iron pin at an old corner in the West line of Tract No. 4 shown on said plat and being the Northeast corner of the lands now or formerly owned by Boykin;

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

running thence with Boykin's line South 88 degrees 45 minutes West 2050.4 feet to an iron pin and South 86 degrees 15 minutes West 1300 feet to an iron pin at an old corner; thence North 22 degrees West 160 feet to an iron pin at an old corner; thence North 82 degrees East 3250 feet to an iron pin, being a corner common to Tract No. 2 and Tract No. 4 shown on said plat and the Northeast corner of the property herein conveyed; thence South 22 degrees 15 minutes East with the West line of Tract No. 4, 503 feet to the Beginning, containing 23 acres, more or less.

Additional Property

All that parcel or tract of land situated in School District No. 43, DeKalb Township, Kershaw County, South Carolina, containing 1 acre, more or less, and being more fully shown on a plat of property of Catawba Timber Company, by R.H. Marett, R.L.S., dated September 26, 1960, and recorded in Plat Book 27, page 39, in the Office of the Clerk of Court of Kershaw County, South Carolina, and designated thereon as Parcel "B" and being triangular in shape and bounded on all sides by lands of Catawba Timber Company, and being more fully described as BEGINNING at a corner common to Tracts 1, 2, 4, and this property, as shown on the above referred to plat; thence with the line of Catawba Timber Company North 78 degrees East 320 feet to a metal fence post; thence continuing with the line of Catawba Timber Company South 35 degrees 42 minutes West 409.6 feet to a metal fence post, a corner common to this tract, Tract No. 3, and a point in the northeast line of Tract No. 4; thence North 15 degrees 20 minutes West with the line of Catawba Timber Company 275 feet to a metal fence post and the point of Beginning.

Being the same tracts of land conveyed to Catawba Timber Company by deed of Camden Equipment Company, Inc. and R.H. Cantey dated October 31, 1960, recorded in Book GA, page 523, by deed of Camden Equipment Company dated December 20, 1960, recorded in Book GA, page 561; and by deed of R.H. Cantey dated May 13, 1968, recorded in Book HU, page 1374.

All the Property described above contains 203 acres, more or less.

Reference is made to those merger documents into Bowater Incorporated recorded in Book IR, page 1262, and Book 20, page 34.

Tax Map Number: 367-00-00-002

Being the same property as conveyed to Bowater Timber 1, LLC from Bowater Incorporated by Deed dated November 27, 2001, and recorded in Book 1098 Page 1 in Kershaw County, South Carolina.

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

EXHIBIT ATRACT: CDW-027000
KERSHAW COUNTY, SOUTH CAROLINA

All that certain tract or parcel of land situated in School District 43 of Kershaw County, South Carolina, being Tract 4 shown on the plat of a survey made by R.H. Marett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of said county as follows:

BEGINNING at a point in the center of a road marked by an iron pin on the East side of said road and being 47 feet North 78 degrees 15 minutes West from the Southwest corner of Tract 3 as shown on said plat; running thence South 06 degrees 42 minutes West with said road 1066 feet to an iron pin on the East side of said road; thence South 51 degrees 37 minutes West, partially with said road 575 feet to an iron pin on the East side of another road and in the line of the land now or formerly owned by Boykin; thence North 19 degrees 15 minutes East, partially with said road and with Boykin's line 1760 feet to an iron pin, being the Southeast corner of Tract 5 shown on said plat; thence North 22 degrees 15 minutes West with the line of Tract 5, 503 feet to an iron pin, being the Northeast corner of Tract 5 and the Southwest corner of Tract 2 as shown on said plat; thence North 52 degrees 45 minutes East with the line of Tract 2, 680.2 feet to an iron pin at a corner of the B. C. Dupre 6.2 acre tract; thence continuing North 52 degrees 45 minutes East with Dupre's line 610.6 feet to an iron pin, being a corner common to Tract 2 and Tract 1 as shown said plat and being also a corner common to the 6.2 acre tract owned by B. C. Dupre and the 1-acre tract owned by Audrey Rembert; thence South 15 degrees 20 minutes East with Rembert's line and the line of Tract 3, 746 feet to a corner of Tract 3 as shown on said plat; thence North 62 degrees 33 minutes East with the line of Tract 3, 293 feet to a corner; thence South 03 degrees 30 minutes West with the line of Tract 3, 904 feet to a corner in Boykin's line, being the southwest corner of Tract 3; thence North 78 degrees 15 minutes West with Boykin's line 47 feet to the Beginning, containing 56 acres, more or less.

Being the same property as conveyed to Catawba Timber Company by deed of James L. Sweet dated October 19, 1960, recorded in Book GA, page 516.

Reference is made to those merger documents into Bowater Incorporated recorded in Book IR, page 1262, and Book 20, page 34.

Tax Map Number: 367-00-00-002

Being the same property as conveyed to Bowater Timber 1, LLC from Bowater Incorporated by Deed dated November 27, 2001, and recorded in Book 1098 Page 1 in Kershaw County, South Carolina.

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

EXHIBIT A

TRACT: CDW-035600
 KERSHAW COUNTY, SOUTH CAROLINA

All that certain tract or parcel of land situated in School District 43 of Kershaw County, South Carolina, being more fully described according to a plat of a survey made by R.H. Marett, Registered Surveyor, on November 22, 1960, a copy of which appears of record in Plat Book 28, page 67, in the records of Kershaw County, as follows:

BEGINNING at an iron pin on the North side of a road and in the line of other lands of Catawba Timber Company, said iron pin being 228 feet North 51 degrees 37 minutes East from the Southwest corner of the lands of said timber company, running thence North 77 degrees East with a new line severing the lands of the grantor, in all 1686 feet to an iron pin in the line of the lands of Letcher Boykin; thence North 15 minutes West 635.3 feet to an iron pin; thence North 78 degrees 15 minutes West, passing a corner common to Letcher Boykin and Catawba Timber Company at 185.3 feet, in all 1262.3 feet to the center of a road; thence South 06 degrees 42 minutes West with said road and the line of Catawba Timber Company 1066 feet to an iron pin on the East side of said road, a corner of said Timber Company; thence South 51 degrees 37 minutes West with said road and the line of said Timber Company 347 feet to the Beginning, containing 28 acres, more or less.

Being the same property as conveyed to Catawba Timber Company by deed of Tom Boykin dated December 12, 1960, recorded in Book GA, page 551.

Reference is made to those merger documents into Bowater Incorporated recorded in Book IR, page 1262, and Book 20, page 34.

Tax Map Number: 367-00-00-002

Being the same property as conveyed to Bowater Timber 1, LLC from Bowater Incorporated by Deed dated November 27, 2001, and recorded in Book 194, Page 1 in Kershaw County, South Carolina.

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LEGAL DESCRIPTION FOR KERSHAW COUNTY, SC - BOWATER TIMBER 1, LLC

3239 BK1316 PG151

EXHIBIT B

PERMITTED ENCUMBRANCES
(KERSHAW COUNTY, SOUTH CAROLINA -TRACT 313300)

The following encumbrances affect each tract listed on Exhibit "A":

1. Taxes for the year 2003 which are a lien, but not yet due and payable, and taxes for all subsequent years.
2. Rights of the public to use for vehicular and pedestrian access that portion of the property conveyed herein with the boundaries of any public road or highway.
3. Rights of upper and lower riparian owners in and to the continued uninterrupted flow of the waters of any creeks, streams, or branches affecting the insured premises as shown on a plat recorded in Plat Book 27, page 39.

The following encumbrances affect only the specific tract listed:

CDW-026800:

None.

CDW-026900:

4. Easement to Black River Electric Cooperatives, Inc., recorded in Book JG, page 2401.
5. Easement to Richard M. Driscoll and Frances A. Driscoll, recorded in Book JG, page 2402.

CDW-027000:

6. Easement to Black River Electric Cooperatives, Inc., recorded in Book JG, page 2401.
7. Easement to Richard M. Driscoll and Frances A. Driscoll, recorded in Book JG, page 2402.

CDW-035600:

None.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF KERSHAW) AFFIDAVIT

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

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

2. The property being transferred is located at Tract CDW-026800 and Tract CDW-026900 and Tract CDW-027000 439 acres on Saxon Road, bearing Kershaw County Tax Map Number 367-00-00-002, and interest was transferred by Bowater Timber 1, LLC to Walter H. Bundy, Jr. on March 14, 2003.

3. Check one of the following: The deed is

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

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

or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) exempt from the deed recording fee because (See information section of Affidavit):

(if exempt, please skip items 4-7 and go to item 8 of this affidavit.)

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

(a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 479,160.00.

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

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

5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: \$479,160.00

(b) Place the amount listed in item 5 above here:

(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: \$ 479,160.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$1,774.15.

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

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

MMB

Responsible Person Connected with the Transaction.

Moultrie B. Burns, Jr

Print or Type Name Here

SWORN to before me this 19
day of March, 2003.

Rhonda J. Latae
Notary Public for South Carolina
My Commission Expires: 9-24-08

Tract No. 269 (Additional)

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

HU 1374

KNOW ALL MEN BY THESE PRESENTS, That

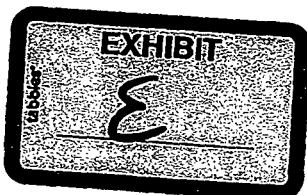
I, R. H. CANTEY, of Kershaw County in the State aforesaid,
in consideration of the sum of One Hundred and No/100 (\$100.00)
Dollars, to me in hand paid at and
before the sealing and delivery of these Presents by CATAWBA TIMBER COMPANY,
a Delaware corporation with its principal office at Catawba, South Carolina, the receipt
of which is hereby acknowledged, have granted, bargained, sold and released and by
these presents do grant, bargain, sell and release unto the said CATAWBA TIMBER
COMPANY all that certain tract or parcel of land situated as follows:

All that parcel or tract of land situated in School District
No. 43, DeKalb Township, Kershaw County, South Carolina, contain-
ing 1 acre, more or less, and being more fully shown on a plat of
property of Catawba Timber Company, by R. H. Marett, R.L.S., dated
September 26, 1960, and recorded in Plat Book 27, page 39, in the
Office of the Clerk of Court of Kershaw County, South Carolina,
and designated thereon as Parcel "B" and being triangular in shape
and bounded on all sides by lands of Catawba Timber Company, and
being more fully described as BEGINNING at a corner common to
Tracts 1, 2, 4, and this property, as shown on the above referred
to plat; thence with the line of Catawba Timber Company North 78°
East 320 feet to a metal fence post; thence continuing with the
line of Catawba Timber Company South 35° 42' West 409.6 feet to a
metal fence post, a corner common to this tract, Tract No. 3, and
a point in the northeast line of Tract No. 4; thence North 15° 20'
West with the line of Catawba Timber Company 275 feet to a metal
fence post and the point of Beginning.

THIS BEING all the property acquired by the Grantor herein by
deed from Grover C. Rush, Delinquent Tax Collector of Kershaw
County, dated November 29, 1963, and recorded in Deed Book GU, page
433, in the Office of the Clerk of Court of Kershaw County, South
Carolina.

This conveyance is SUBJECT to all existing easements and rights of
way for public roads and highways and public utilities, if any, extending into,
through, over, or across the above described property.

Catawba Timber Company assumes and agrees to pay all taxes assessed
against the above described property for the year 1968.



TOGETHER with all and singular the rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto said CATAWBA TIMBER COMPANY, its Successors and Assigns, forever.

AND I do hereby bind myself my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said CATAWBA TIMBER COMPANY, its Successors and Assigns, against myself and my Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal this 13th day of May in the year of our Lord one thousand nine hundred and sixty-eight and in the one hundred ~~ninety-second~~ year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of

Hazel M. Williams

Annie P. Truesdale

R. H. Cantey

(L. S.)

THE STATE OF SOUTH CAROLINA

KERSHAW COUNTY

PERSONALLY appeared before me Hazel M. Williams

and made oath that s he saw the within named

R. H. Cantey

sign, seal and as his act and deed deliver the within written deed, and that

s he with Annie P. Truesdale

witness the execution thereof.

SWORN TO before me this

13th day of May

A. D. 19

Annie P. Truesdale

Notary Public for South Carolina

SR+K,
1612

FILED
MAY 13 1968
CLERK
KANSAS

I hereby certify that the within Deed was
filed for record in my office at 2:26 P.M.
o'clock on the 13th day of May
19 68, and was immediately entered
upon the proper indexes and duly recorded
in book HH of Deeds, page
1374

H. Lawrence Quinn
Clerk of Court of C.R. & C.E. of Kansas County, K.C.

Recorded this 13th Day
of May 1968
In Book 5 Page 235
Elizabeth L. O'Brien
Deputy Clerk

STEVE S. KELLY, District Clerk, Treasurer

CA

Recorded December 29, 1960 at 11:46 AM

Title to Cemetery lot at
"Quaker Burying Ground,"
Camden, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

KNOW ALL MEN BY THESE PRESENTS, That The Cemetery Association of Camden... in the State and County aforesaid, in consideration of the sum of Nine Hundred Thirty-six and No/100 (\$936.00) ----- Dollars paid by David R. Williams have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said David R. Williams all that lot of land in the town of Camden, in the State aforesaid, in the limits of the said Cemetery Grounds of the said Association, fronting Northwest on Quaker Avenue a distance of Thirty-six (36) feet, and extending back Southeastwardly therefrom with a uniform width to a depth of Forty (40) feet, containing One Thousand Four Hundred Forty (1440) square feet, and bound as follows: NORTHWEST by Quaker Avenue aforesaid; NORTHEAST by premises of The Cemetery Association of Camden; SOUTHEAST by premises of The Cemetery Association of Camden and SOUTHWEST by premises of The Cemetery Association of Camden, all as shown on that plat entitled, "Plat of a lot in the Cemetery to be conveyed to David R. Williams", dated September 30th, 1960, by A. B. Boykin, Surveyor, and recorded in the office of the Clerk of Court for Kershaw County in Plat Book 28, at page 79.

To have and to hold the said lot, unto the said David R. Williams, his heirs and assigns forever, as a burial ground and for no other purpose, and subject to the rules by-laws and regulations of said Association and under its supervision and control.

Witness the hand and seal of The President of the Cemetery Association of Camden, the Executive Committee consenting to the same, this 31st day of October A. D., 1960

Signed and sealed in the presence of

The Cemetery Association of Camden

Faith de Loach
John K. de Losch

by Margaret E. Trotter (L. S.)
President.

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

Personally appeared before me Faith de Loach and made oath that she saw the within-named Margaret E. Trotter, President of the Cemetery Association of Camden, sign, seal and as its act and deed deliver the within written deed and that she with John K. de Losch witnessed the execution thereof.

Sworn to before me this 31st day of October 1960) Faith de Loach
John K. de Losch (L.S.) \$2.00 S. C. Stamps
N.P. Seal NOTARY PUBLIC FOR SOUTH CAROLINA 1.10 Fed. Rev.

Recorded December 29, 1960 at 12:02 PM

Tract No. 269 (Additional Property)

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

KNOW ALL MEN BY THESE PRESENTS, That Camden Equipment Company, Inc., a South Carolina corporation with offices at Camden, South Carolina, and R. H. Cantey of Camden, in the State aforesaid, in consideration of the sum of One Thousand Eight Hundred Seventeen and No/100 (\$1,817.00) Dollars, to us in hand paid at and before the sealing and delivery of these Presents by CATAWBA TIMBER COMPANY, a Delaware corporation with its principal office at Catawba, South Carolina, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said CATAWBA TIMBER COMPANY all that certain tract or parcel of land situated

in School District 43, DeKalb Township of Kershaw County, South Carolina, being Tract No. 5 shown on a plat of a survey made by R. H. Barrett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of said county, and being more fully described according to said plat as follows:

BEGINNING at an iron pin at an old corner in the West line of Tract No. 4 shown on said plat and being the Northeast corner of the lands now or formerly owned by Boykin; running thence with Boykin's line South 88 degrees 45 minutes West 2050.4 feet to an iron pin and South 86 degrees 15 minutes West 1300 feet to an iron pin at an old corner; thence North 22 degrees West 160 feet to an iron pin at an old corner; thence North 82 degrees East 3250 feet to an iron pin, being a corner common to Tract No. 2 and Tract No. 4 shown on said plat and the Northeast corner of the property herein conveyed; thence South 22 degrees 15 minutes East with the West line of Tract No. 4, 503 feet to the Beginning, containing 23 acres, more or less.

Being the same property, a 3/4 undivided interest in which was conveyed to R. H. Cantey and Camden Equipment Company, Inc., by deed from H. Benthall Marshall, Jr., dated June 26, 1958, recorded in Book FV, page 247, in the records of Kershaw County, South Carolina, and a 1/4 undivided interest which was conveyed to R. H. Cantey and Camden Equipment Company, Inc. by deed from H. Benthall Marshall, Jr., dated July 8, 1960, recorded in Book GE, page 408, in the records of said county. Reference is also made to the quitclaim deed from the heirs of T. C. Cox to R. H. Cantey and Camden Equipment Company dated September 3, 1960, recorded in Book GA, page 513, in the records of said county.

SUBJECT to any public roadways or rights of way extending into, through, over or across the above described property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto said CATAWBA

Del. to John K. de Losch 9/17/61

Del. to Edmund H. Payell 1/7/61

EXHIBIT

F

TIMBER COMPANY, its successors and assigns, forever.

AND we do hereby bind ourselves, our successors, heirs, assigns, executors and administrators, to warrant and forever defend all and singular the said premises unto the said CATAMBA TIMBER COMPANY, its successors and assigns, against us and our successors, heirs and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands and seals this 20th day of December in the year of our Lord one thousand nine hundred and sixty and in the one hundred eighty-fifth year of the Independence of the United States of America.

Signed, sealed and delivered by
Camden Equipment Company, Inc.,
in the presence of

Hazel M. Williams
Sarah B. Melton

CAMDEN EQUIPMENT COMPANY, INC.

By H. E. Beard Jr. (SEAL)
President

Signed, sealed and delivered by
R. H. Cantey in the presence of

Annie P. Truesdale
Sarah B. Melton

R. H. Cantey (L.S.)
R. H. Cantey

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

PERSONALLY appeared before me Hazel M. Williams who, on oath, says that he saw the within named Camden Equipment Company, Inc. by H. E. Beard, Jr., its President, sign the within Deed, and the said Corporation, by said officer, seal said Deed, and, as its act and deed, deliver the same, and that she with Sarah B. Melton witness the execution thereof.

SWORN TO before me this 20th)
day of December, 1960 A.D.)

Hazel M. Williams
Witness

Sarah B. Melton
N.P. Seal Notary Public, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

PERSONALLY appeared before me Annie P. Truesdale and made oath that she saw the within named R. H. Cantey of Camden, South Carolina, sign, seal and as his act and deed, deliver the within written Deed, and that she with Sarah B. Melton witness the execution thereof.

SWORN TO before me this 29th)
day of December, 1960 A.D.)

Annie P. Truesdale

Sarah B. Melton
N.P. Seal Notary Public, S. C.

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW)

RENUNCIATION OF DOWER

I, Sarah B. Melton, do hereby certify unto all whom it may concern that Barbara Z. Cantey, the wife of the within named R. H. Cantey, did this day appear before me and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Catawba Timber Company, its successors and assigns, all her interest and estate and also all her right and claim of Dower of, in or to, all and singular, the premises within mentioned and released.

GIVEN under my hand and seal)
this 29th day of December 1960 A.D.)

Barbara Z. Cantey

Sarah B. Melton
N.P. Seal Notary Public, S. C.

\$4.00 S. C. Stamps
2.20 Fed. Rev.

Recorded December 29, 1960 at 4:46 PM

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW)

POWER OF ATTORNEY

Know all men by these presents, That I, Ara H. Elliott, have constituted, made and appointed, and by these presents do constitute, make and appoint, John P. Elliott, my true and lawful Attorney for me and in my name and stead, to ask, demand, sue for, levy recover and receive all such sum and sums of money, debts, rents, goods, accounts, and other demands whatsoever, which are or shall be due, owing or payable to me, or detained from me in any manner or ways or means whatsoever:

Giving and granting unto John P. Elliott, my said attorney, by these presents full and whole power and authority, in and about the premises to have, use and take all lawful ways and means in my name for the recovery thereof, including the right to bring ejectment proceedings and distress warrant for non-payment of rent, and upon receipt of any such debts, dues, or sums of money aforesaid, acquittance or other sufficient discharges for me and in my name to make, seal and deliver, and generally all and every other act and acts, thing and things, deeds and devices in law whatsoever, needful and necessary to be done in and about the premises for me and in my name to do, execute and perform, as fully, largely and amply to all intents and purposes, as I might or could do if I were personally present, ratifying, allowing and holding, for firm and effectual, all and whatsoever my said attorney shall lawfully do in and about the premises, by virtue hereof.

GA

523

Praxler Pulpwood Company Inc., its successors and assigns, for a period of Eighteen (18) months for the date of this conveyance.

AND I do hereby bind myself and my heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Praxler Pulpwood Company, Inc. its successors and assigns, against me and my heirs and every other person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my Hand and Seal this 28th. day of October, 1960, and in the One Hundred and Eighty-Fifth year of the Independence of the United States of America.

Signed, sealed and delivered
in the presence of:

George P. Turner

Mary Jean Todd

Billie K. Trepp

STATE OF SOUTH CAROLINA,
COUNTY OF KERSHAW.

PERSONALLY APPEARED me Mary Jean Todd who, being duly sworn says that she saw the above named George Franklin Turner sign, seal and as his act and deed deliver the within Timber Deed and that she with Billie K. Trepp witnessed the execution thereof.

SWORN to before me this 28 day
of October, 1960

Mary Jean Todd

Billie K. Trepp
N.P. Seal Notary Public for South Carolina.

\$4.00 S. C. Stamps
2.20 Fed. Rev.

RENUNCIATION OF DOWER
(Grantor and Wife Legally Separated and dower renounced)

Recorded October 31, 1960 3:58 PM

Camden Equipment Company, Inc., and R. H. Cantey to Catawba Timber Company

Tract No. 269

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

KNOW ALL MEN BY THESE PRESENTS, That Camden Equipment Company, Inc., a South Carolina corporation with offices at Camden, South Carolina, and R. H. Cantey of Camden, in the State aforesaid, in consideration of the sum of Fourteen Thousand One Hundred Forty-One and No/100 (\$14,141.00) Dollars, to us in hand paid at and before the sealing and delivery of these Presents by CATAWBA TIMBER COMPANY, a Delaware corporation with its principal office at Catawba, South Carolina, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said CATAWBA TIMBER COMPANY

All those certain tracts or parcels of land situated in School District 43, DeKalb Township of Kershaw County, South Carolina, being Tract No. 2, Tract No. 3 and Tract No. 6 shown on a plat of a survey made by R. H. Marett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of said County, and being more fully described according to said plat as follows:

Tract No. 2

BEGINNING at an iron pin at an old corner, being a corner common to Tract No. 1, Tract No. 2 and Tract No. 4 shown on said plat and being also a corner common to S. C. DuPre's 6.2-acre tract and Audrey Rembert's 1-acre tract; running thence North 84 degrees West with DuPre's line 900 feet to an iron pin in an old corner, DuPre's North-west corner; thence South 05 degrees 30 minutes West with DuPre's line 399 feet to an iron pin, DuPre's Southwest corner; thence South 81 degrees 15 minutes East 450 feet to an angle iron in the North line of Tract No. 4 shown on said plat; thence South 52 degrees 45 minutes West with the line of tract No. 4, 680.2 feet to an iron pin at an old corner, being the Northeast corner of Tract No. 5 shown on said plat; thence North 26 degrees West 800 feet to an iron pin, Charles Wright's Southeast corner; thence North 26 degrees 30 minutes West with Wright's line 288.7 feet to an iron pin, Wright's Northeast corner; thence North 26 degrees West with the line of the Bennett Estate 2028.6 feet to an angle iron at an old corner in the approximate high water line of the swamp lying Southeast of Swift Creek, being a corner of Tract No. 6 shown on said plat; thence continuing North 26 degrees West, crossing said swamp, 841 feet, more or less, to the center of Swift Creek, being also a corner of said Tract No. 6; thence up and with the center of said creek North 48 degrees 45 minutes East 166.5 feet, North 41 degrees 30 minutes East 364 feet, North 54 degrees 30 minutes East 361 feet, North 52 degrees East 275 feet and North 72 degrees 30 minutes East 255 feet to the Northwest corner of Tract No. 1 shown on said plat; thence, South 25 degrees 30 minutes East 3930 feet to the Beginning, containing 113 acres, more or less.

Tract No. 3

BEGINNING at an iron pin located 320 feet North 78 degrees East from the Beginning corner of Tract No. 2 hereinabove described, being the easternmost corner of the Audrey Rembert 1-acre tract in the South line of Tract No. 1 shown on said plat; thence with the line of said Tract No. 1 North 78 degrees East 670 feet to a corner, South 21 degrees East 462 feet and North 59 degrees 30 minutes East 445 feet to an angle iron in the line of the lands of Wooten, being the Southeast corner of Tract No. 1; thence South 04 degrees 30 minutes West 1706 feet to an angle iron in Boykin's line; thence North 78 degrees 15 minutes West 1077 feet to an iron pin, a corner of



Tract No. 4 shown on said plat; thence with the line of Tract No. 4 North 03 degrees 30 minutes East 904 feet, South 62 degrees 30 minutes West 298 feet and North 15 degrees 20 minutes West 473 feet to the South corner of said Rembert Tract; thence North 35 degrees 42 minutes East with Rembert's line 409.5 feet to the Beginning.

EXCEPTING AND RESERVING out of the above described Tract No. 3, a 6-acre tract more fully described as follows: Beginning at an iron pin located North 60 degrees 30 minutes East 379.7 feet from a corner of Tract No. 4 shown on said plat; running thence North 17 degrees 45 minutes East 416 feet; thence North 75 degrees 15 minutes West 92 feet; thence North 17 degrees 45 minutes East 26 feet; thence South 71 degrees 30 minutes East 92.1 feet; thence North 17 degrees 45 minutes East 625 feet to an iron pin; thence South 72 degrees 15 minutes East 292 feet to an iron pin; thence South 22 degrees 42 minutes West 106 1/2 feet to an iron pin; thence North 72 degrees 15 minutes West 200 feet to the Beginning.

The above described Tract No. 3, less the exception, contains 36 acres, more or less. There is included within the above described Tract No. 3 an acre 10' x 12' containing three graves and this conveyance is made subject thereto.

Tract No. 6
BEGINNING at an iron pin at an old corner in the approximate high water line of the swamp lying Southeast of Swift Creek in the line of Tract No. 2 hereinabove described, being also a corner of the lands of the Bennett Estate; thence with said high water line and the line of the lands of the Bennett Estate and the line of the lands of Perry, along the various courses and distances more fully shown between point "A" and point "B" on said plat, a total distance of 3812.1 feet to an iron pin at an old corner in the line of the lands of Capehart; thence North 09 degrees 45 minutes East with Capehart's line 681.5 feet to an iron pin at a branch, being point "C" shown on said plat; thence down and with the meanders of said branch to Swift Creek and continuing down and with Swift Creek, along the various courses and distances more fully shown on said plat, a total distance of 3606.5 feet to the Northwest corner of Tract No. 2 shown on said plat; thence South 26 degrees East 841 feet, more or less, to the Beginning, containing 30 acres, more or less.

The above described lands, less the exceptions, contain in the aggregate 179 acres, more or less.

The Grantors acquired the above described property by deed from B. C. Dufree dated May 19, 1953, recorded in Book PV, page 147; and by deed from Tallulah K. Deas dated November 25, 1958, recorded in Book PX, page 73; and by deed from James L. Sweet dated September 30, 1958, recorded in Book PV, page 483, all in the records of Kershaw County, South Carolina.

SUBJECT to any public roadways or rights of way extending into, through, over or across the above described property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto said CATAWBA TIMBER COMPANY, its successors and assigns, forever.

AND we do hereby bind ourselves, our successors, heirs, assigns, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Catawba Timber Company, its successors and assigns, against us and our successors, heirs and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands and seals this 31st day of October in the year of our Lord one thousand nine hundred and sixty and in the one hundred eighty-fifth year of the Independence of the United States of America.

Signed, sealed and delivered by
Camden Equipment Company, Inc.,
in the presence of

Annie P. Truesdale

Edward M. Royall

Signed, sealed and delivered by
R. H. Cantey in the presence of

Annie P. Truesdale

Edward M. Royall

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

PERSONALLY appeared before me Annie P. Truesdale, who, after being duly sworn, said that she saw the within named Camden Equipment Company, Inc. by H. E. Beard Jr., its President, sign the within Deed, and the said Corporation, by said officer, deed said Deed, and, as its act and deed, deliver the same, and that she with Edward M. Royall witnessed the execution thereof.

SWORN TO before me this 31st
day of October 1960, A.D.

Edward M. Royall
N.P. Seal Notary Public, S. O.

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

CAMDEN EQUIPMENT COMPANY, INC.

BY R. E. Beard Jr. (Seal)
Pres.

President

R. H. Cantey (L.S.)
R. H. Cantey

Annie P. Truesdale
Witness

PERSONALLY appeared before me Ammie P. Truesdale and made oath that she saw the within named R. H. Cantey of Camden, South Carolina, sign, seal and as his act and deed, deliver the within written Deed, and that she with Edward M. Royall witness the execution thereof.

SWORN TO before me this 31st.)
day of October 1960, A. D.)

Ammie P. Truesdale

Edward M. Royall
N.P. Seal Notary Public, S. C.

THE STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW)

RENUNCIATION OF DOWER

I, Edward M. Royall, do hereby certify unto all whom it may concern that Barbara Z. Cantey, the wife of the within named R. H. Cantey, did this day appear before me and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Catawba Timber Company, its successors and assigns, all her interest and estate and also all her right and claim of Dower of, in or to, all and singular, the premises within mentioned and released.

GIVEN under my hand and seal)
this 31st day of October 1960, A.D.)

Barbara Z. Cantey

Edward M. Royall (L.S.) \$29.00 S.C. Stamps Barbara Z. Cantey
N.P. Seal Notary Public, S. C. 15.95 Fed. Rev.

Recorded November 4, 1960 11:41 A.M.

John M. Catoo to John M. Catoo and John Maxie Catoo, as Trustees for
John Maxie Catoo, Alma Grace D. Catoo and John M. Catoo

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW)

John M. Catoo)

to)

CONVEYANCE IN TRUST

John M. Catoo, and John Maxie Catoo)
as Trustees for John Maxie Catoo,)
Alma Grace D. Catoo and John M. Catoo)

KNOW ALL MEN BY THESE PRESENTS, That I, John M. Catoo, of Kershaw County, and State of South Carolina, in consideration of assumption of mortgage indebtedness and gift, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto John M. Catoo and John Maxie Catoo, as Trustees, their successors and assigns, the following parcels of real estate.

Parcel #1:

All that parcel or tract of land in the State of South Carolina, County of Kershaw, Buffalo Township, School District #22, containing Three Hundred and Two (302) acres, more or less, and being bounded as follows: NORTH by property of Estate of B.W. Best and of Howard McKinnon and J. M. Catoo; EAST by property of Williams Furniture Company; SOUTH by property of G. H. King and of Williams Furniture Company; and WEST by property of Williams Furniture Company.

The above described property is the remaining portion of that conveyed to J. M. Catoo by the following deeds recorded in the office of the Clerk of Court for Kershaw County: (1) dated July 17, 1948, Book DQ, at page 52; (2) dated November 7, 1950, Book EA, at page 479; (3) dated January 7, 1937, Book CL, at page 541; (4) dated January 20, 1947, Book DJ, at page 496; (5) dated February 6, 1954, Book EL, at page 504; and by inheritance from his mother, Annie S. Catoo.

The above described property is subject to possible easement to Carolina Power and Light Company; and rights of way granted to Williams Furniture Company.

Parcel #2:

All that parcel or tract of land in the State of South Carolina, County of Kershaw, Buffalo Township, School District #22, containing Seventy-four and 5/10 (74.5) acres, more or less, as shown on plat prepared by H. R. Oliver, R.L.S., dated August 11, 1959, and being bounded as follows: NORTH by property of Copeland; EAST by property of Darlington Veneer Company; SOUTH by property of Copeland (Harold) and by Pleasant Hill Baptist Church; and WEST by Pleasant Hill Baptist Church and by property of Copeland.

The above described property is the same conveyed to J.M. Catoo by deed of W. F. Copeland, et al, dated April 13, 1954 and recorded in the office of the Clerk of Court for Kershaw County in Book EL, page 569; and therein described as 63 acres, more or less.

The above described property is subject to possible easement to Carolina Power and Light Company; and to Timber Deed to Darlington Veneer Company, dated April 31, 1954, and recorded in said office in Book EL, page 570, covering hardwood timber.

1. To take, hold and manage the above described property, collecting the income therefrom, and expending said income as follows: First, to the payment of taxes and insurance premiums on the improvements upon the above described properties; and Second, to the payment of the existing mortgage held by C. S. Newsom, provided, however, that if there is an overage above the amortization payments upon said mortgage, and if in the opinion of the Trustees, repairs are needed upon the buildings, the Trustees shall have the right to expend any portion of such income over and above amortization payments for such repairs, unless casualty insurance funds have been received from which such repairs may be made.

2. When the mortgage above referred to (held by C.S. Newsom) has been fully paid and satisfied, the Trustees shall forthwith convey a one-half (1/2) interest in the second parcel above described (the 74.5 acre tract) unto the trust this day established by John M. Catoo

CA

517

this 19th day of October

A. D. 1960

Henry Savage Jr. (L.S.) \$5.00 3, C. Stamps
N.P. Seal Notary Public for South CarolinaCharlotte LaBogge Sweet
Charlotte DuBogge Sweet

Recorded October 24, 1960

3:27 P.M.

H.E. Board, Jr. and Roderick H. Cantey to Catawba Timber Company

Tract No. 268

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW)

KNOW ALL MEN BY THESE PRESENTS, That H. E. Board, Jr., and Roderick H. Cantey of Camden, Kershaw County, in the State aforesaid, in consideration of the sum of Twelve Thousand Eighty-seven and no/100 (\$12,087.00) Dollars, to us in hand paid at and before the sealing and delivery of these Presents by Catawba Timber Company, a Delaware corporation with its principal office at Catawba, South Carolina, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Catawba Timber Company all that certain tract or parcel of land situated

in School District 43, DeKalb Township, of Kershaw County, South Carolina, being Tract 1 shown on a plat of a survey made by R. M. Marrett, Registered Surveyor, on September 26, 1960, a copy of which appears of record in Plat Book 27, page 39, in the records of Kershaw County, South Carolina, and being more fully described according to said plat as follows:

BEGINNING at an iron pin at an old corner, being a corner common to this tract, Tract 2 and Tract 4 as shown on said plat and being also a corner common to DuPre's 6.2 acre tract and Reubert's 1 acre tract; running thence North 25 degrees 30 minutes West with the line of Tract 2 as shown on said plat, 3930 feet, more or less, to Swift Creek; thence South 54 degrees East with said creek 216 feet; thence South 83 degrees 30 minutes East with said creek 205 feet to the mouth of Shoe Make Branch; thence up said branch South 86 degrees East 100 feet, South 24 degrees 30 minutes East 184.5 feet and South 40 degrees 45 minutes East 103.5 feet to the South line of the property now or formerly owned by Jim Sweet; thence leaving said branch North 66 degrees East with Sweet's line 900 feet to an iron pin at an old corner and in Nelson's line; thence with Nelson's line and with the approximate high water line of the swamp line along Shoe Make Branch the following courses and distances; South 03 degrees 45 minutes West 153.5 feet, South 39 degrees 45 minutes East 88.3 feet, South 82 degrees East 93.7 feet, North 53 degrees 30 minutes East 116 feet, North 74 degrees East 87.3 feet, South 51 degrees 45 minutes East 73.7 feet, South 18 degrees East 132 feet, East 416.8 feet, South 201 feet, South 86 degrees 30 minutes East 172 feet, South 45 degrees East 129 feet, South 20 degrees East 208 feet, South 14 degrees East 119 feet, South 74 degrees East 175.2 feet, South 30 degrees 30 minutes East 142 feet, South 43 degrees East 335 feet, and South 23 degrees 30 minutes East 176 feet to an iron pin at an old corner; thence South 66 degrees 30 minutes West 121 feet to a 4-inch black gum on said branch; thence with said branch South 33 degrees 30 minutes East 114 feet, South 09 degrees East 165 feet to an iron pin; thence leaving said branch South 01 degree 15 minutes West with Wooten's line 1585.6 feet to an angle iron; the Northeast corner of Tract 3 as shown on said plat; thence with the line of said Tract 3, South 59 degrees 30 minutes West 445 feet to a corner, North 21 degrees West 462 feet to a corner and South 18 degrees West 990 feet to the Beginning, containing 153 acres, more or less.

The Grantors acquired the above described property by deed from H.C. Arnett, ex officio Master, dated August 13, 1946, recorded in Book CJ, page 255, in the records of Kershaw County, South Carolina; and by deed from C.W. Wooten dated July 6, 1953, recorded in Book EQ, page 403, in the records of said County.

SUBJECT, to any public roadways or rights of way extending into, through, over or across the above described property.

TOGETHER with all and singular the rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto the said Catawba Timber Company, its successors and Assigns, forever.

AND we do hereby bind ourselves, our Heirs, Executors and Administrators to warrant and forever defend all and singular the Premises unto the said Catawba Timber Company, its Successors and Assigns, against us and our Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our Hands and seals this 24th day of October, in the year of our Lord one thousand nine hundred and sixty and in the one hundred eighty-fifth year of the Independence of the United States of America.

Signed, sealed and delivered
in the presence of
Amie P. Truesdale
Edward M. Royall

H.E. Board, Jr. (L.S.)
H.E. Board, Jr.
Roderick H. Cantey (L.S.)
Roderick H. Cantey

EXHIBIT

A

517

CA

Recorded October 26, 1950 at 10:14 AM

Tract No. 270

STATE OF SOUTH CAROLINA

COUNTY OF Kershaw

KNOW ALL MEN BY THESE PRESENTS, That James L. Sweet of Jordan in the State of South Carolina, in consideration of the sum of Two Thousand Two Hundred Forty and No/100 (\$2,240.00) Dollars, to be in hand paid at and before the signing and delivery of these Presents by CATAMBA TIMBER COMPANY, a Delaware corporation with its principal office at Columbia, South Carolina, the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said CATAMBA TIMBER COMPANY all that certain tract or parcel of land situated

in School District #3 of Kershaw County, South Carolina, being Tract 4 shown on the plat of a survey made by R. H. Harrell, Registered Surveyor, on September 25, 1950, a copy of which appears of record in Plat Book 27, Page 37, in the records of said county as follows:

BEGINNING at a point in the center of a road marked by an iron pin at the North side of said road and being 87 feet North 73 degrees 15 minutes West from the South-West corner of Tract 1 as shown on said plat; running thence South 66 degrees 30 minutes West with said road 1055 feet to an iron pin on the East side of said road; thence South 71 degrees 17 minutes West, partially with said road 575 feet to an iron pin on the East side of another road and in the line of the land now or formerly owned by Boykin; thence North 19 degrees 15 minutes East, partially with said road and with Boykin's line 1750 feet to an iron pin, being the Southeast corner of Tract 5 shown on said plat; thence North 22 degrees 15 minutes West with the line of Tract 5, 773 feet to an iron pin, being the Northeast corner of Tract 5 and the Southwest corner of Tract 2 as shown on said plat; thence North 52 degrees 45 minutes East with the line of Tract 2, 627.2 feet to an iron pin at a corner of the S. C. Dupre 5.7 acre tract; thence continuing North 52 degrees 45 minutes East with Dupre's line 410.5 feet to an iron pin, being a corner common to Tract 2 and Tract 1 as shown said plat and being also a corner common to the 6.7 acre tract owned by S. C. Dupre and the 1-acre tract owned by Audrey Rembert; thence South 13 degrees 11 minutes East with Rembert's line and the line of Tract 1, 715 feet to a corner of Tract 1 as shown on said plat; thence North 52 degrees 17 minutes East with the line of Tract 1, 243 feet to a corner; thence South 03 degrees 17 minutes West with the line of Tract 1, 921 feet to a corner in Boykin's line, being the Southwest corner of Tract 3; thence North 10 degrees 15 minutes West with Boykin's line 57 feet to the Beginning, containing 74 acres, more or less.

being all the land conveyed to James L. Sweet by deed from J. L. Lee et al dated January 28, 1949, recorded in Deed Book 24, page 110, in the records of Kershaw County, South Carolina.

SUBJECT to any public highways or rights of way extending into, through, over or across the above described lands.

TOGETHER with all and singular the rights, tenures, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the Premises before mentioned unto said CATAMBA TIMBER COMPANY, its Successors and Assigns, forever.

AND I do hereby bind myself, my Heirs, Executors and Administrators, to warrant and defend and all and singular the said Premises unto the said CATAMBA TIMBER COMPANY, its Successors and Assigns, against me and my Heirs and against every person whatsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal, this 19th day of October in the year of our Lord one thousand nine hundred and sixty and in the one hundred eighty-fifth year of the Independence of the United States of America.

Signed, sealed and delivered in the presence of

James L. Sweet (H.S.)
James L. Sweet

Annie P. Truesdale

Henry Savage, Jr.

THE STATE OF SOUTH CAROLINA
KERSHAW COUNTY

PERSONALLY appeared before me Annie P. Truesdale and made oath that she saw the within named James L. Sweet of Jordan, South Carolina, sign, seal and as his act and deed deliver the within written deed, and that she with Henry Savage, Jr. witnesses the execution thereof.

GIVEN TO before me this 19th day of October A.D. 1950

Annie P. Truesdale

Henry Savage, Jr. (H.S.)

Notary Public for South Carolina

THE STATE OF SOUTH CAROLINA
KERSHAW COUNTY

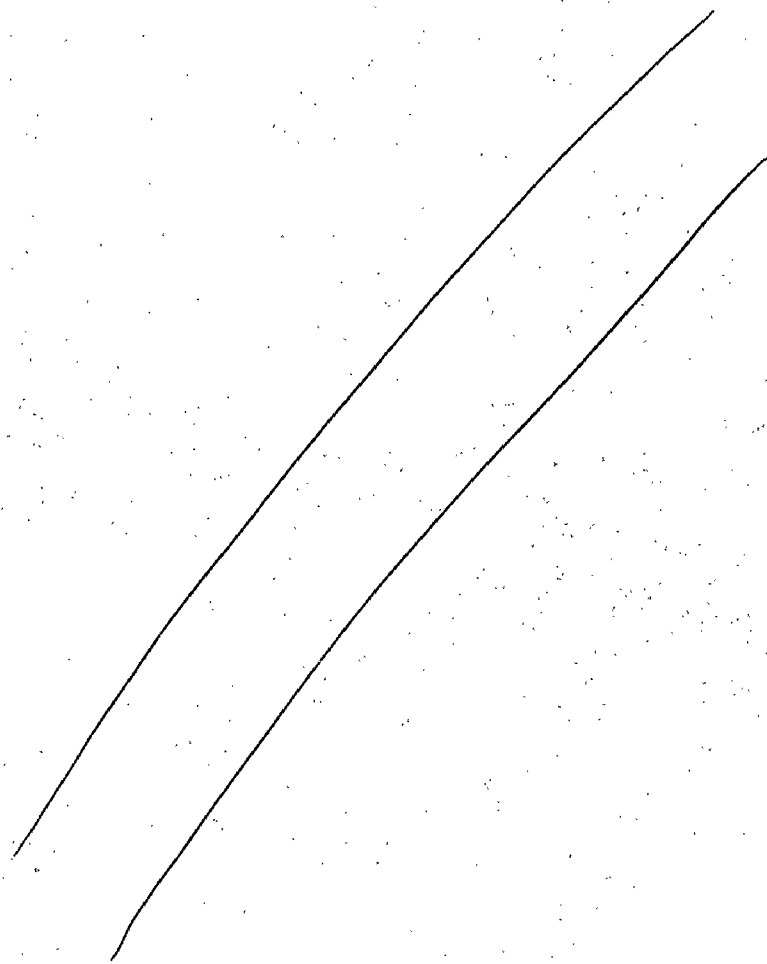
RENUNCIATION OF LOWER

I, Henry Savage, Jr., a Notary Public, do hereby certify unto all whom it may concern that Charlotte DuBois Sweet, the wife of the within named James L. Sweet, did this day appear before me and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named CATAMBA TIMBER COMPANY, its Successors and Assigns, all her interest and estate and also all her right and claim of Lower of, in or to, all and singular the Premises within mentioned and released.

Given under my hand and seal

EXHIBIT

I



STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

) IN THE COURT OF COMMON PLEAS
)
) C/A NO.: 2009-CP-28-00338

W.H. BUNDY, JR.,

Plaintiff,

v.

BOBBY BRENT SHIRLEY,

Defendants.

STIPULATION OF FACTS

The parties to this action, by and through their authorized counsel, hereby stipulate to the following:

- (1) Plaintiff W.H. Bundy, Jr. is the fee owner of seven (7) tracts of contiguous property located in Kershaw County, South Carolina and more fully described in the deed from Bowater Timber 1, LLC to W.H. Bundy, Jr., dated March 14, 2003 (the "Bundy Property").
- (2) From 1985 to 2003, the Bundy Property was leased by the Plaintiff's predecessors in title Bowater Incorporated and Bowater Timber 1, LLC to the South Carolina Department of Natural Resources (the "Lease").
- (3) Between 1985 to 2003, the South Carolina Department of Natural Resources had a legal interest in the Bundy Property.
- (4) As a result of the Lease, the Bundy Property was enrolled in the South Carolina Department of Natural Resources Wildlife Management Area program.

- (5) The Lease and the Wildlife Management Area program allowed public access to all portions of the Bundy Property from 1985 to 2003 subject to the rules and regulations of the Wildlife Management Area program.
- (6) That Bowater Incorporated was the owner of all outstanding shares of Catawba Timber Company. Catawba Timber Company merged into Bowater Incorporated on December 31, 1980. At such time Bowater Incorporated was vested with all the property of Catawba Timber Company.
- (7) Neither Kershaw County nor any other public entity maintains or repairs any timber roads located on Tract 2 of the Bundy Property which is the tract at issue.
- (8) In 2004, Shirley put up a gate located on the property line between the Bundy Property and the property owned by the Miller Family with the permission of Bundy.

[Signature Page Follows]

Keith M. Babcock
LEWIS & BABCOCK, LLP
1513 Hampton Street
Columbia, SC 29201
(803) 771-8000

Steven Spitz
P.O. Box 535
Charleston, SC 29402
(843) 377-2154
(843) 723-0618

M. Brent McDonald
SMITH, BUNDY, BYBEE & BARNETT, P.C.
1037 Chuck Dawley Blvd., Bldg. F, Suite 100
Post Office Box 1542
Mt. Pleasant, SC 29465-1542
(843) 881-1623

ATTORNEYS FOR THE PLAINTIFF

Mt. Pleasant, South Carolina
_____, 2010

John W. Wells, Esquire
Baxley, Pratt & Wells, PA
Three The Common at Lugoff
PO Box 10
Lugoff, South Carolina 29078
803-438-4200
803-438-5090 (Fax)

ATTORNEY FOR DEFENDANT

Lugoff, South Carolina
_____, 2010.

PLAINTIFF'S EXHIBIT 1

Original Trial Exhibit is
being transferred by the
Kershaw County Clerk
of Court to the South
Carolina Court of
Appeals pursuant to
Rule 210(f), SCACR

PLAINTIFF'S EXHIBIT 2

Original Trial Exhibit is
being transferred by the
Kershaw County Clerk
of Court to the South
Carolina Court of
Appeals pursuant to
Rule 210(f), SCACR

PLAINTIFF'S EXHIBIT 3

Original Trial Exhibit is
being transferred by the
Kershaw County Clerk
of Court to the South
Carolina Court of
Appeals pursuant to
Rule 210(f), SCACR

SMITH, BUNDY, BYBEE & BARNETT, P.C.

ATTORNEYS AT LAW

1037 CHUCK DAWLEY BOULEVARD

SUITE 100, BUILDING F

POST OFFICE BOX 1542

MOUNT PLEASANT, SC 29465-1542

(843) 881-1623

FAX # (843) 881-4406

ELLISON D. SMITH IV
W. H. BUNDY, JR.
RICHARD D. BYBEE
STAN BARNETT
JOHN E. WORKS
FED. ID # 57-0988087

September 12, 2005

Mr. Brent Shirley
611 Wateree Street
Camden, South Carolina 29020

Dear Mr. Shirley:

This will confirm that I called you on Monday morning, September 12th, to request that you remove your gate from my property. It is my understanding from our conversation that you refused to do so and claim that you have a right to maintain a gate on my property. The purpose of this letter is to formally request, in writing, that you remove your gate from my property.

Based upon our conversation, I have no reason to believe that you will voluntarily do so, however, it is necessary for me to put my request in writing.

Unless I hear from you to the contrary, I assume that you refuse to remove your gate and I will, in order to resolve this problem, file a declaratory judgment action in the Court of Common Pleas in Camden and ask the Court to make a determination as to our respective rights with regard to the gate.

I have retained the services of Ken DuBose and would request that if either you or your attorney wishes to discuss this matter further, that you contact Mr. DuBose directly and not me.

Sincerely,



W. H. Bundy, Jr.

WHB:jrs

cc: Ken DuBose, Jr., Esquire
Shirley's Hunting & Fishing Supplies



LAW OFFICES
LEWIS & BABCOCK, L.L.P.
POST OFFICE BOX 11208
COLUMBIA, SOUTH CAROLINA 29211

TELEPHONE: 803 / 771-8000

FAX: 803 / 733-3534

INTERNET: FIRM@LEWISBABCOCK.COM

DATE RECD. **MAR 09 2006**
FILE NO. _____

A. CAMDEN LEWIS
KEITH M. BABCOCK
MARY G. LEWIS
ARIAIL E. KING
PETER D. PROTOPAPAS
WILLIAM A. MCKINNON*
BRADY R. THOMAS

STREET ADDRESS:
1513 HAMPTON STREET
COLUMBIA, SOUTH CAROLINA 29201

* ALSO ADMITTED IN DISTRICT OF COLUMBIA

March 8, 2006

George W. Speedy, Esquire
FURMAN, SPEEDY & STEGNER
Post Office Drawer 100
Camden, South Carolina 29020

Re: W.H. Bundy, Jr. - Brent Shirley, Our File No. 06-112

Dear George:

Bill Bundy has requested that I assist him with regard to the matter involving Brent Shirley. In that regard, he has forwarded to me some correspondence from this past fall.

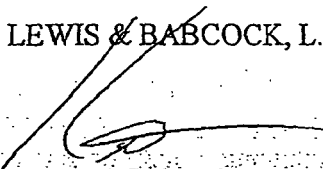
There does not appear to me to be any legal basis for Mr. Shirley maintaining a gate on a road located on Mr. Bundy's property. Regardless of whether Mr. Shirley has any right of access over Mr. Bundy's land, which we would contest, he clearly has no right to maintain a gate. Therefore, please advise Mr. Shirley that unless the gate is removed no later than March 31, 2006, we will institute an action to have the gate removed and for damages for trespass.

As indicated above, we do contest Mr. Shirley's right to access across Mr. Bundy's property. Mr. Shirley apparently indicated at some point in the past that he had some type of order. We have not been able to locate any such document, and if one does exist, I would appreciate it if you would provide it to me.

With best regards, I am

Very truly yours,

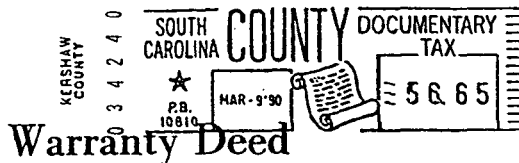
LEWIS & BABCOCK, L.L.P.


Keith M. Babcock

KMB:cg

cc: W.H. Bundy, Jr., Esquire





Warranty Deed

The State of South Carolina,

COUNTY OF KERSHAW

KNOW ALL MEN BY THESE PRESENTS, THAT

RICHARD M. DRISCOLL AND FRANCES A. DRISCOLL

in the State aforesaid, for and in consideration of the sum of Five Dollars and other
valuable consideration-----
to us-----in hand paid at and before the sealing of these presents by-----

W.H. BUNDY, JR. AND NANCY S. BUNDY

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto said

W.H. BUNDY, JR. AND NANCY S. BUNDY

for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

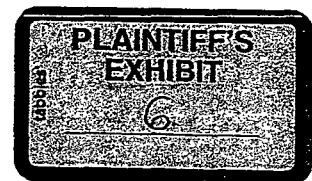
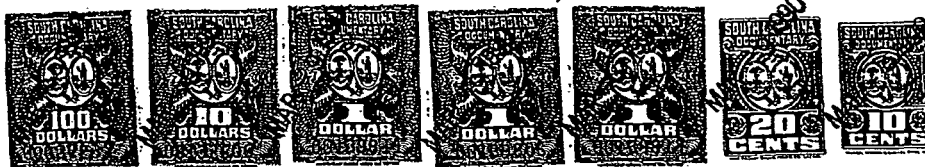
All that piece, parcel or tract of land, with improvements thereon, lying and being situate in the State of South Carolina, County of Kershaw, Northeast of the intersection of U.S. Highway No. 521 and Secondary Highway No. 23, a short distance from the Kershaw County-Sumter County line, containing 45.13 acres, more or less, and is bounded as follows: North by property of C.B. Boykin and by property of William Baynard Boykin; East and South by property of Bowater Incorporated; and West by property of C.B. Boykin.

The above described tract of land is more particularly shown on that plat prepared by Daniel D. Riddick, R.L.S., dated March 31, 1978 and recorded in the office of the Clerk of Court for Kershaw County in Plat Book 36 at page 311.

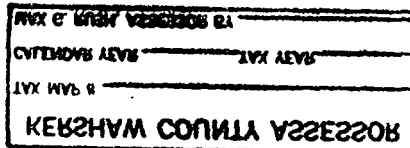
ALSO, a non-exclusive easement of ingress and egress over and across the above described property being 30 feet in width leading from Saxton Road, as more particularly shown on that plat prepared by C.A. Holland, Surveyors, Inc., dated March 27, 1989 and recorded in the office of the Clerk of Court for Kershaw County in Plat Book 38 at page 1386.

The above described property is the same conveyed to Richard M. Driscoll and Frances A. Driscoll by deed of Peter B. McKoy, dated March, 1989, and recorded in the office of the Clerk of Court for Kershaw County in Deed Book JD at page 3041.

Grantees' Address: Post Office Box 579
Charleston, South Carolina 29402



KERSHAW COUNTY ASSESSOR	
TAX MAP #	366-00-00-026
CALENDAR YEAR	90 TAX YEAR 91
MAX. G. RUSH, ASSESSOR BY	TWB



Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto the said
W.H. Bundy, Jr. and Nancy S. Bundy,
for and during their joint lives and upon the death of either of them then to the survivor of them, his or her heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, and
we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend all and singular the said Premises unto the said
W.H. Bundy, Jr. and Nancy S. Bundy, as hereinabove provided

against us and our Heirs and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hands and seal S. this 28th day of February
in the year of our Lord one thousand nine hundred and ninety

Signed, Sealed and Delivered
in the Presence of

Pamela C. Coan

Richard M. Driscoll (SEAL)
Richard M. Driscoll
Frances Driscoll (SEAL)
FRANCES A. DRISCOLL (SEAL)

THE STATE OF SOUTH CAROLINA,
County of Kershaw

PERSONALLY appeared before me PAMELA C. COAN
and made oath that SHE saw the within-named Richard M. Driscoll and Frances A.
Driscoll sign, seal, and as their Act and Deed, deliver
the within-written Deed; and that SHE with R. W. JACOBS
witnessed the execution thereof.

SWORN to before me this 28th day of FEBRUARY, A. D. 1990.

(SEAL) Pamela C. Coan

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 20 April 1993

THE STATE OF SOUTH CAROLINA, }

County of _____ }

RENUNCIATION OF DOWER

I do hereby certify unto all whom it may concern, that Mrs. _____
the wife of the within-named _____
did this day appear before me, and upon being privately and separately examined by me, did declare that she does
freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce,
release and forever relinquish unto the within-named _____

_____ for and during their joint lives and upon the death of either of them, then to the survivor of them, his or her heirs
and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, all her interest
and estate, and also all her right and claims of dower, of, in or to all and singular the premises within mentioned and
released.

Given under my Hand and Seal this _____ day of _____, A. D. 19____

(SEAL) _____

CORPORATIONS

THE STATE OF SOUTH CAROLINA, }

County of _____ }

PERSONALLY appeared before me _____
and made oath that he saw _____ and
_____, sign, affix the Corporate Seal, and as the Act and
Deed of said Corporation, deliver the within-written Deed; and that he with _____
witnessed the execution thereof.

SWORN to before me this _____
day of _____, 19____

(SEAL)
Notary Public for S. C.

COOPER

STATE OF SOUTH CAROLINA

County of KershawRICHARD M. DRISCOLL ANDFRANCES A. DRISCOLL

TO

W.H. BUNDY, JR. ANDNANCY S. BUNDY**WARRANTY DEED**

(Jointly for Life With Remainder to Survivor)

Filed this 2nd dayof March, A. D. 1990at 9:28 o'clock A. M.,and recorded in Book JGPage 2403 Fee, \$Matilda W. Goodson

R. M. C. or Clerk Court C. P. & G. S.

Kershaw County, S. C.Recorded this 2nd dayof March, 1990,in Book A-C Page 233

Fee, \$

Blenda W. InnesdaleAuditor Kershaw County, S. C.

R. C. GAINES KERSHAW COUNTY TREASURER

FILE FOR RECORD

MAR -2 AM 9:28

MATILDA W. GOODSON
CLERK OF COURT
KERSHAW COUNTY, S.C.

STATE OF SOUTH CAROLINA

COUNTY OF KERSHAW

)
)
)

AFFIDAVIT OF TRUE CONSIDERATION

PERSONALLY APPEARED before me, G. Thomas Cooper, Jr., who, being duly sworn, deposes and says: That he is an attorney of record in the transfer of certain property containing 45.13 acres, located 10 miles south of Camden, from Richard M. Driscoll and Frances A. Driscoll to W.H. Bundy, Jr. and Nancy S. Bundy; that he knows of his own knowledge that the true consideration for the transfer of said property is \$51,500.00.


G. Thomas Cooper, Jr.

SWORN TO before me this 26th
day of February, 1990.

Ellen H. Ingram

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission expires: 1-26-92

Instrument Volume Page
200800004605 OR 2362 167

Instrument Volume Page
200800004122 OR 2355 208

200800004605
Filed for Record in
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER
05-13-2008 At 10:49:43 am.
EASEMENT 11.00
STATE .00
COUNTY .00
OR Volume 2362 Page 167 - 173

200800004122
Filed for Record in
KERSHAW COUNTY SC
BILLIE MCLEOD, REGISTER
04-29-2008 At 11:05:43 am.
EASEMENT 11.00
STATE 24.00
COUNTY 11.00
OR Volume 2355 Page 208 - 214
FOR RECORDER'S USE

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW) : AGREEMENT

WHEREAS, L. Clinton Baker, Jr. is the owner of a certain tract of land containing 146.10 acres, more or less, in the County of Kershaw, State of South Carolina as shown on Plat recorded in Plat Book 11 at page 50, and Kershaw County TMS#367-00-00-003; and

WHEREAS, Kevin C. Baker, is the owner of a certain tract of land containing .50 acre, more or less, in the County of Kershaw, State of South Carolina, as shown in Record Book RB422 at Page 79 and as Kershaw County TMS#367-00-00-023; and

WHEREAS, David H. Wilson is the owner of a certain tract of land containing 2.03 acres, more or less in the County of Kershaw, State of South Carolina, as evidenced by deed recorded in the Office of the ROD for Kershaw County in Book 0422 at page 80 and Kershaw County TMS#367-00-00-024; and

WHEREAS, each of the above Parcels access Saxton Road over an existing roadway known as Blackhawk Lane, which has served as historical access and has been in use for a considerable time; and

WHEREAS, question has arisen as to the width of Right of Way of Blackhawk Lane and the specific rights of L. Clinton Baker, Jr., Kevin C. Baker and David E. Wilson; and

WHEREAS, Walter H. Bundy, Jr. has agreed to convey to L. Clinton Baker, Jr., Kevin C. Baker, and David E. Wilson an easement for ingress, egress and utilities over, upon and across a 30 foot access utility easement being 15 feet on each side of the center of the existing Blackhawk lane; and

WHEREAS, it is the desire of the parties to establish in writing the rights, obligations, of the parties in and to the easement for ingress, egress and utilities over, upon and across said roadway.

NOW THEREFORE for and in consideration of the sum of Five (\$5.00) Dollars in hand paid and other valuable consideration, the



Recorded this 29th Day
Of April, 2008

Robin H. Watkins,
Kershaw County Auditor
533

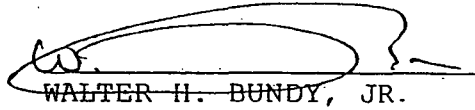
receipt and sufficiency of which is hereby acknowledged, Walter H. Bundy Jr. (hereinafter referred to as "Grantor") does hereby grant, bargain, sell, release and convey unto L. Clinton Baker, Jr., Kevin Clinton Baker and David E. Wilson (hereinafter referred to as "Grantee") a perpetual nonexclusive easement 30' feet in width, being 15' on each side of the center of the existing Blackhawk Lane. Said easement is commercial in nature and is for ingress, egress and utilities to land owned by Grantee for the sole purpose described herein and for no other purpose and is appurtenant to and shall run with the land. It is expressly understood and agreed that this right-of-way and easement is granted and accepted subject to the following terms, conditions, limitations and stipulations to which the Grantee, by acceptance of the benefits of this easement, agree to be bound:

1. Grantor hereby reserves for himself and his heirs, successors, assigns and guests the right to use the easement area for all purposes which do not interfere with the use of the premises for ingress and egress by Grantee.
2. It is understood and agreed that this easement is for the purpose of ingress and egress, both pedestrian and vehicular, by the Grantee to the adjacent land and for the delivery of normal and customary utility services for the benefit of the Grantee. This Agreement is not to be construed as conveyance of title to the easement area, but to be construed as a granting a servitude across, under, over and along the easement area. Grantor does not convey any oil, gas or minerals in, upon or under the easement area but reserves them in their entirety.
3. This grant and all rights hereunder are made without warranty of title and subject to any and all liens, easements, servitudes, right-of-ways, leases and other grants, whether of record or not, affecting the easement area.
4. Grantor, their heirs and assigns are in no way bound to construct, maintain, improve or to keep repaired the easement area or any part thereof, nor does Grantor, their heirs and assigns, assume any liability or responsibility to Grantee, its successors and assigns or to any other persons using the easement area by way any expressed or implied invitation or any business reason being conducted in connection with Grantee, its successors and assigns. Grantor, their successors and assigns, covenant with Grantee, and Grantee's heirs and

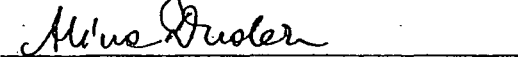
- assigns, to at all times maintain and make necessary repairs at its own expense should the roadway require same for the proper upkeep and maintenance as a result of Grantor's use thereof.
5. Grantee, his heirs and assigns, covenant with Grantor, and Grantor's successor and assigns, to at all times maintain and make necessary repairs at its own expense should the roadway require same for the proper upkeep and maintenance as a result of Grantee's use thereof.
 6. Grantee, for himself and his heirs and assigns acknowledges that the easement granted herein was not construed with reference to traffic engineering safety standards, such construction being for forest management and recreational purposes only, and any use of the easement area shall be at the user's risk.
 7. Grantee shall indemnify and hold harmless Grantor from and against any and all loss, costs, damages, claims, actions or liability on account of the injury or death of any person or persons or damage to or destruction of any property arising from or growing out of the Grantee's exercise of rights herein granted or of its exercise of rights assumed in connection thereof.
 8. The Grantor expressly grants and covenants with Grantee that should any easement for utilities be required along the portion of the roadway easement as herein conveyed, that Grantor will cooperate with Grantee to the extent said easement does not expand the easement area to allow Grantee to obtain power, telephone, water and other related utilities.
 9. Any and all merchantable timber which must be cut in the maintenance of the roadway and easement area shall remain the property of the Grantor and shall be cut and stacked at the edge of the right of way for the use of the Grantor.

TO HAVE AND TO HOLD, the aforesaid rights, privileges and easements in the Grantee, his heirs and assigns forever, subject to the conditions, limitations and restrictions contained herein.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, this 15 day of April, 2008.

 (Seal)
WALTER H. BUNDY, JR.

WITNESSES:

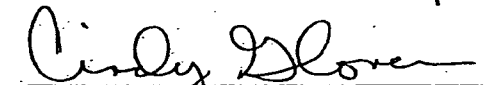
STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

I, the Undersigned Notary Public for the County and State Aforesaid, Do Hereby Certify That Walter H. Bundy, Jr., Personally Appeared Before Me this Day and Acknowledged the Due Execution of the Foregoing Agreement.

Witness My Hand and Seal this 15th Day of April, 2008.

(NOTARIAL SEAL)

 (L.S.)
NOTARY PUBLIC
MY COMMISSION EXPIRES: 10/10/13

STATE OF SOUTH CAROLINA)
COUNTY OF KERSHAW) : CONSENT

Congaree Land Trust hereby consents to the within granting of access easement pursuant to the terms and conditions contained therein and subject to the terms of the Conservation Easement dated December 22, 2003 recorded in the Office of the ROD for kershaw County in Book 1496, at Page 68.

Congaree Land Trust, a South Carolina Non Profit Corporation

By: [Signature]
Its: EXECUTIVE DIRECTOR

WITNESSES:

[Signature]
[Signature]

STATE OF SOUTH CAROLINA)
COUNTY OF)

I, the Undersigned Notary Public for the County and State Aforesaid, Do Hereby Certify That Congaree Land Trust by WILLIAM P. CATE Personally Appeared Before Me this Day and Acknowledged the Due Execution of the Foregoing Instrument.

Witness My Hand and Seal this 14 Day of April, 2008.

[Signature]
Notary Public
My Commission Expires: 10/01/11

(Notarial Seal)

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF RICHLAND)

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

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in Kershaw County, SC and was transferred by Walter H. Bundy to L. Clinton Baker, Jr., Kevin C. Baker and David E. Wilson on April 15, 2008.

3. Check one of the following: The deed is

- (a) X subject o the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) exempt from the deed recording fee because (See Information Section of affidavit):
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

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

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

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 10,000.00
- (b) The fee is computed on the fair market value of the realty which is
- (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is

5. Check Yes or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:

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

(b) Place the amount listed in item 5 above here: \$ _____

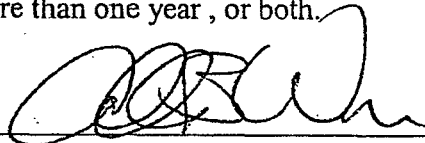
(If no amount is listed, place zero here.)

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

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

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

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

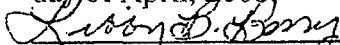


Responsible Person Connected with the Transaction
Allen B. Wise

Print or Type Name Here

SWORN to before me this 28th

day of April, 2008

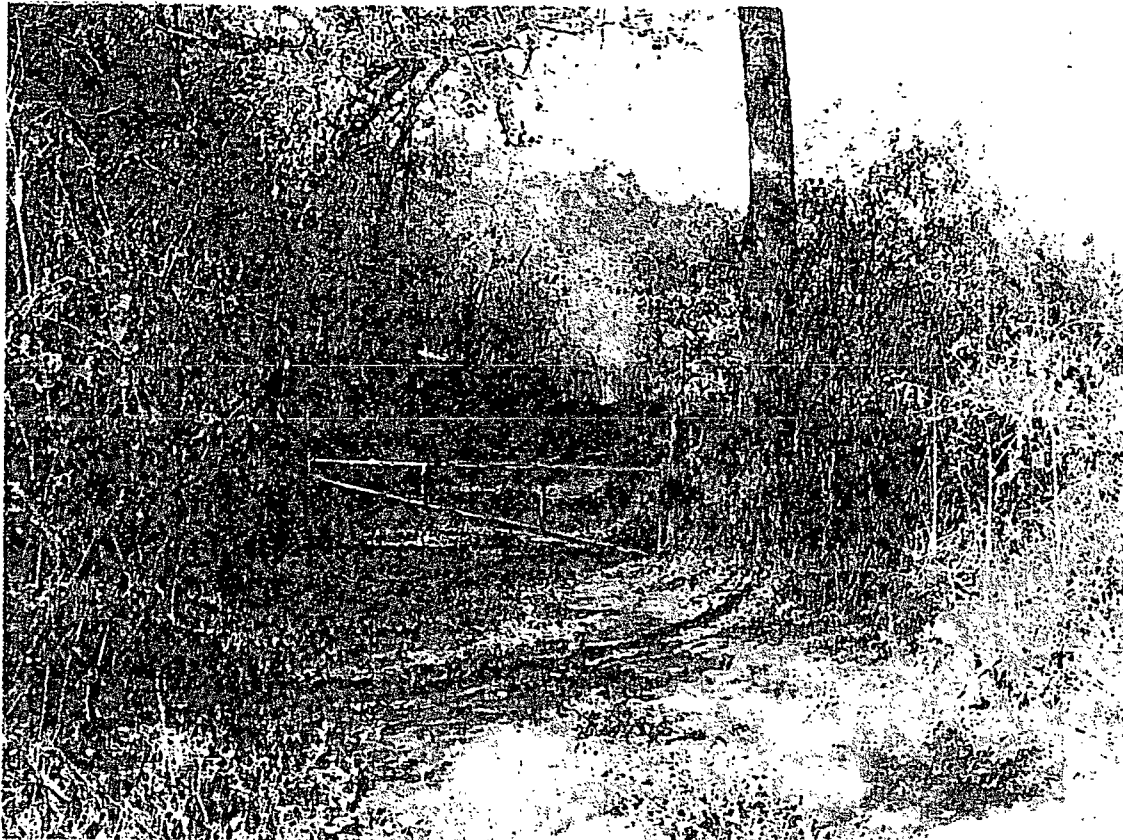


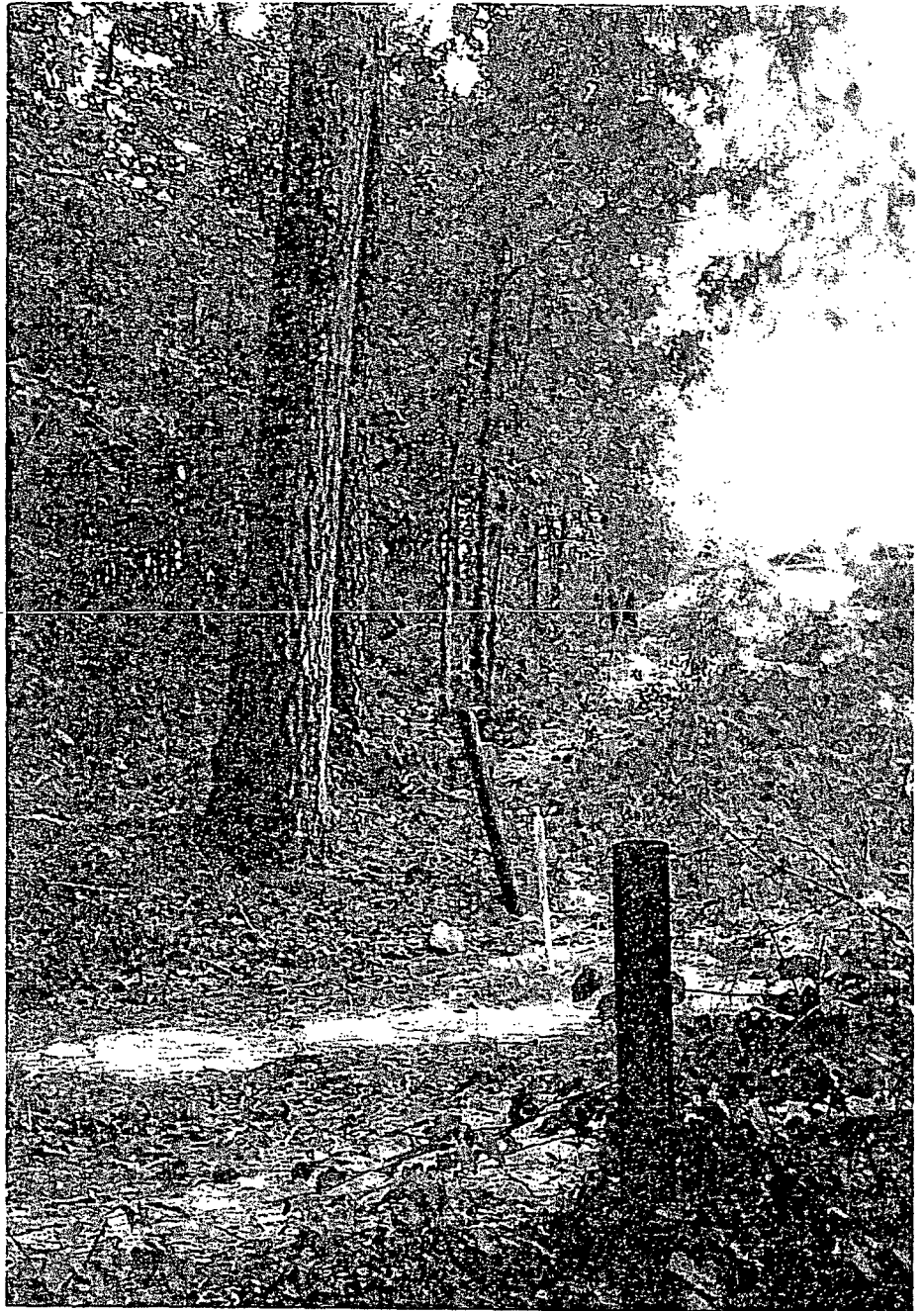
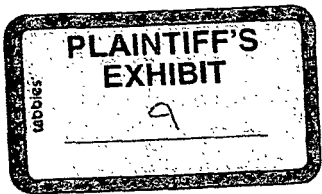
Notary Public for South Carolina

My Commission Expires: 4-18-09

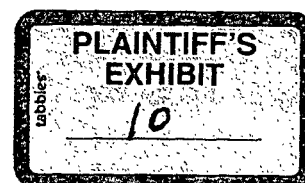
INFORMATION

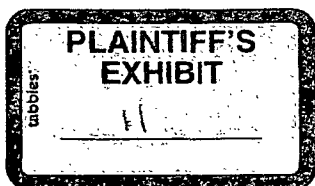
Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other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



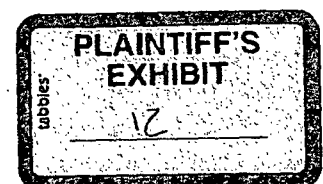


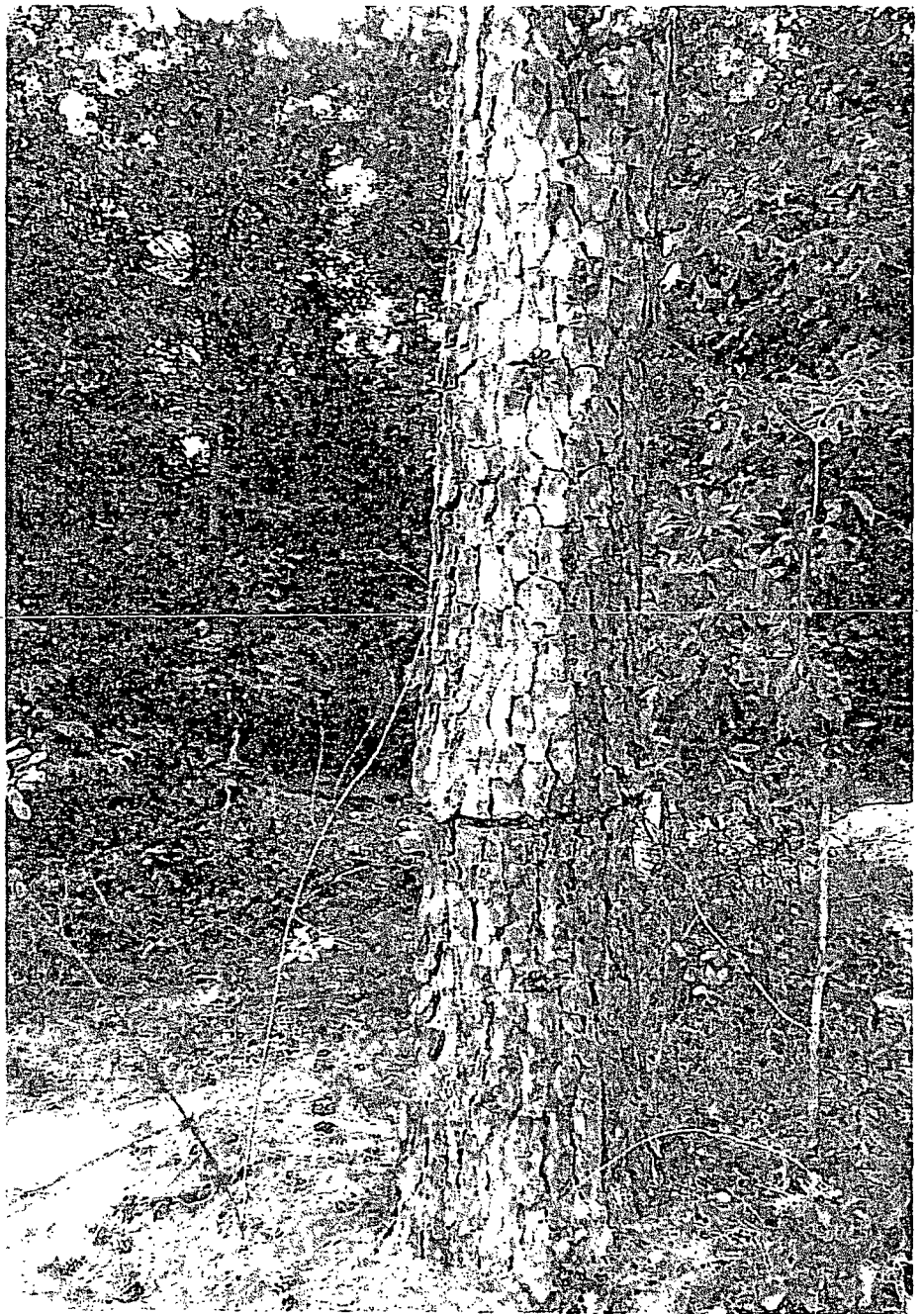
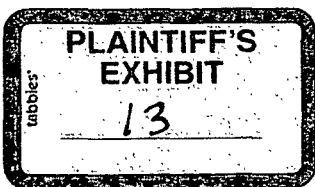
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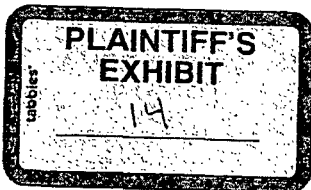




12

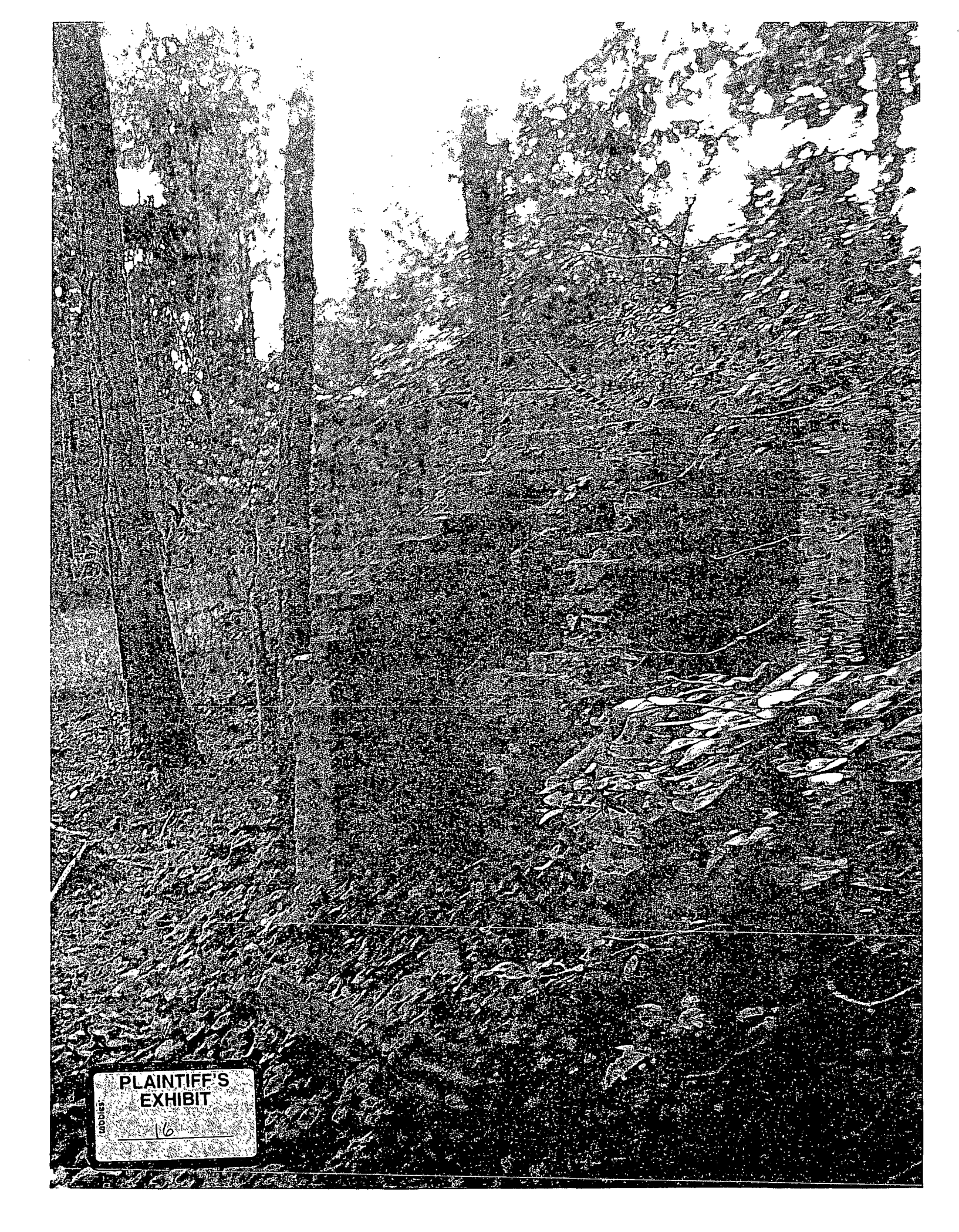






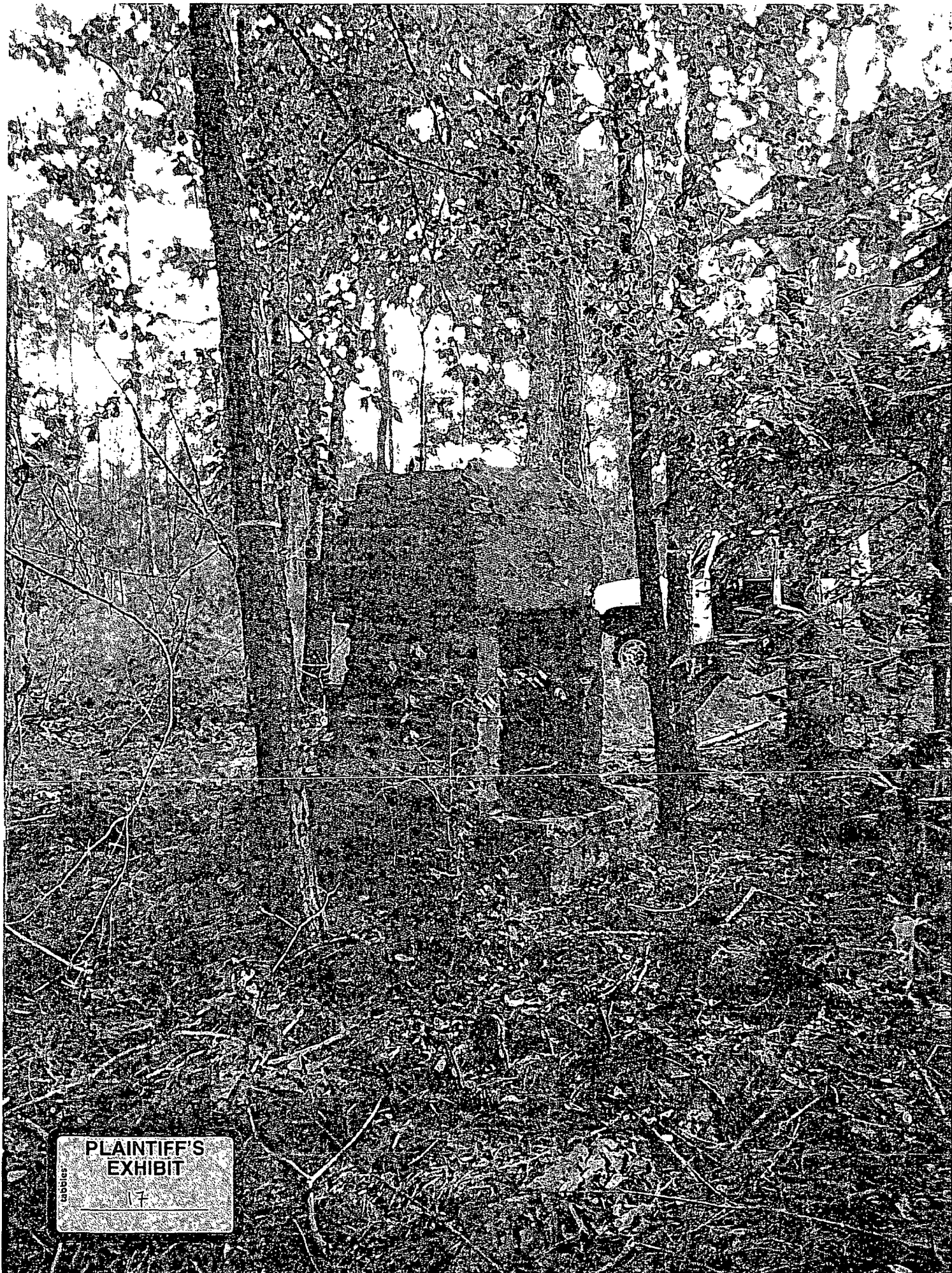


PLAINTIFF'S
EXHIBIT
15

A black and white photograph of a wooded area. The image shows several tree trunks and a dense canopy of leaves. The lighting is bright, creating high contrast between the dark foliage and the lighter sky. In the bottom left corner, there is a small white tag with black text.

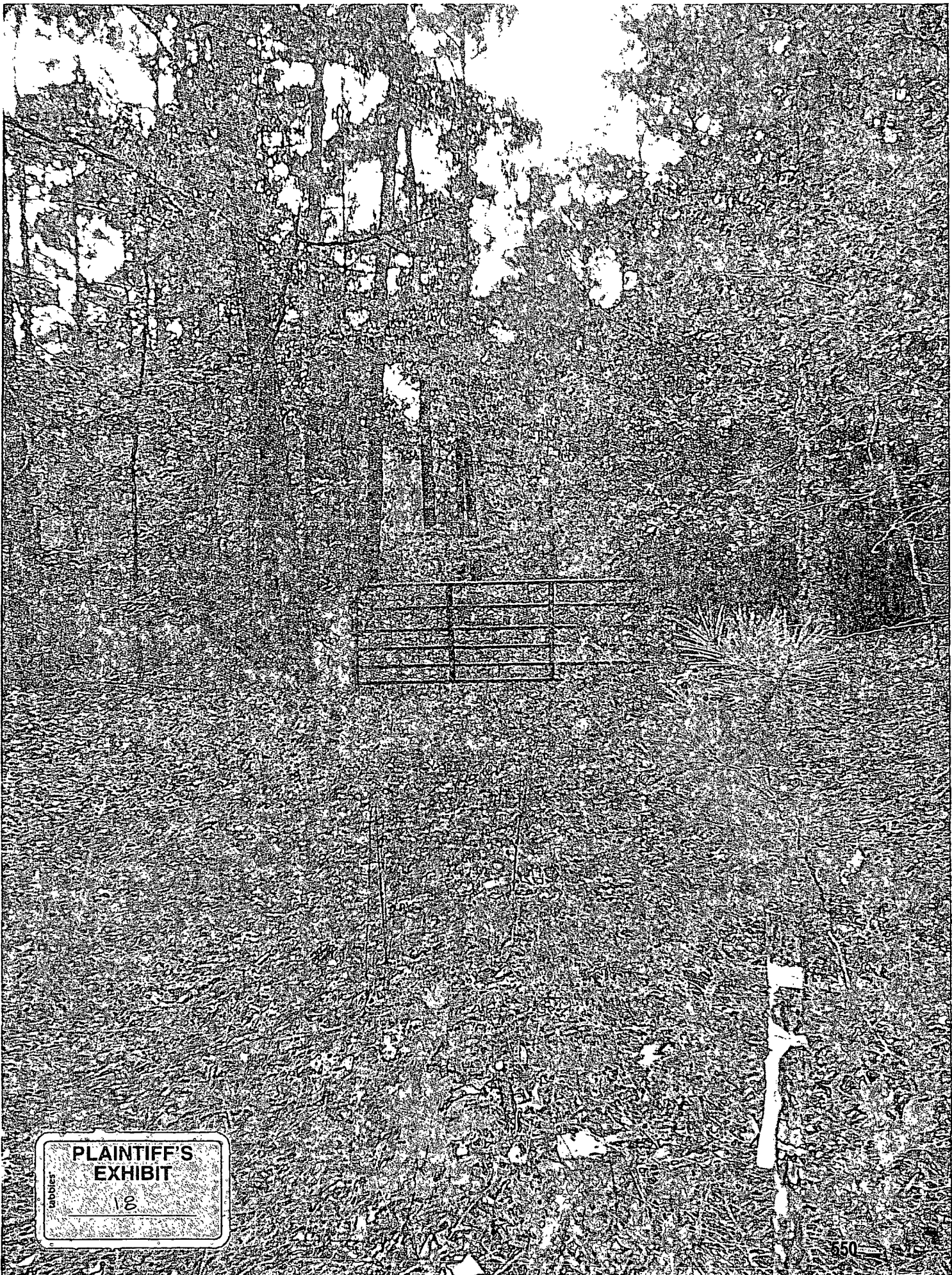
PLAINTIFF'S
EXHIBIT

16



PLAINTIFF'S
EXHIBIT

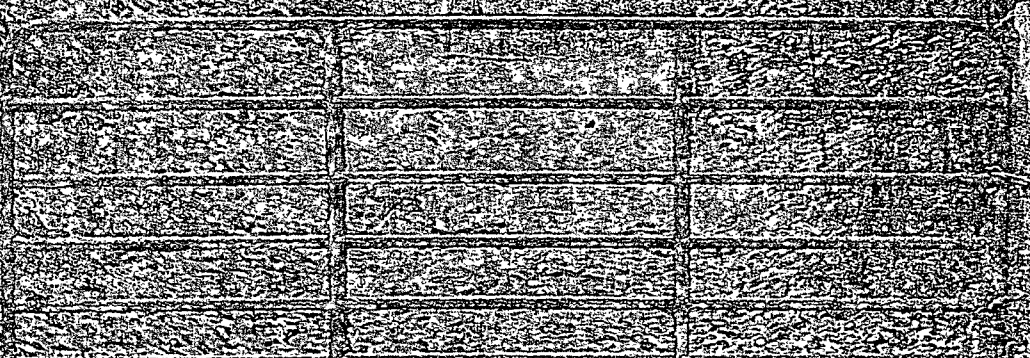
17



tabbies
**PLAINTIFF'S
EXHIBIT**
18



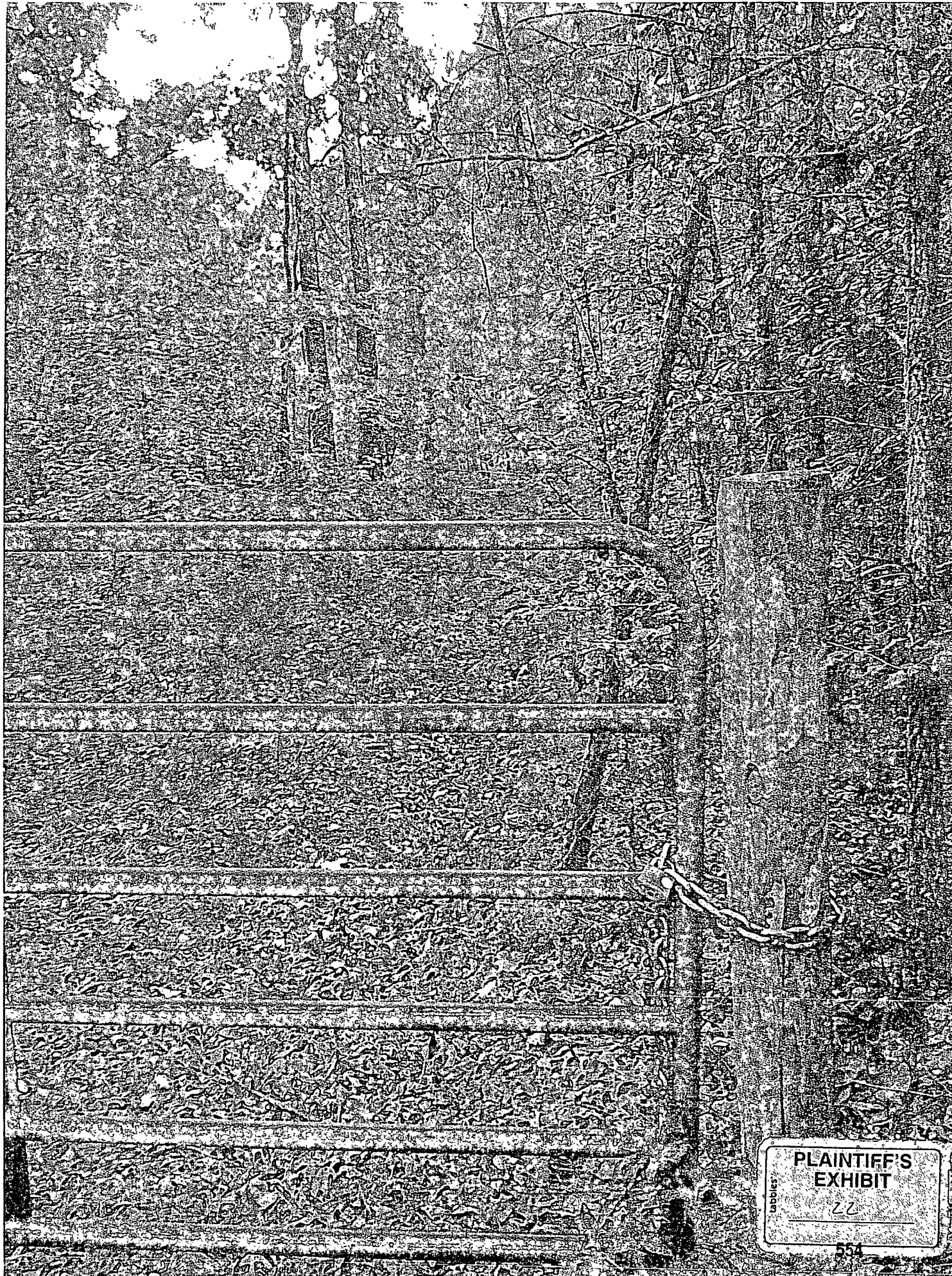
tabbles
**PLAINTIFF'S
EXHIBIT**
19



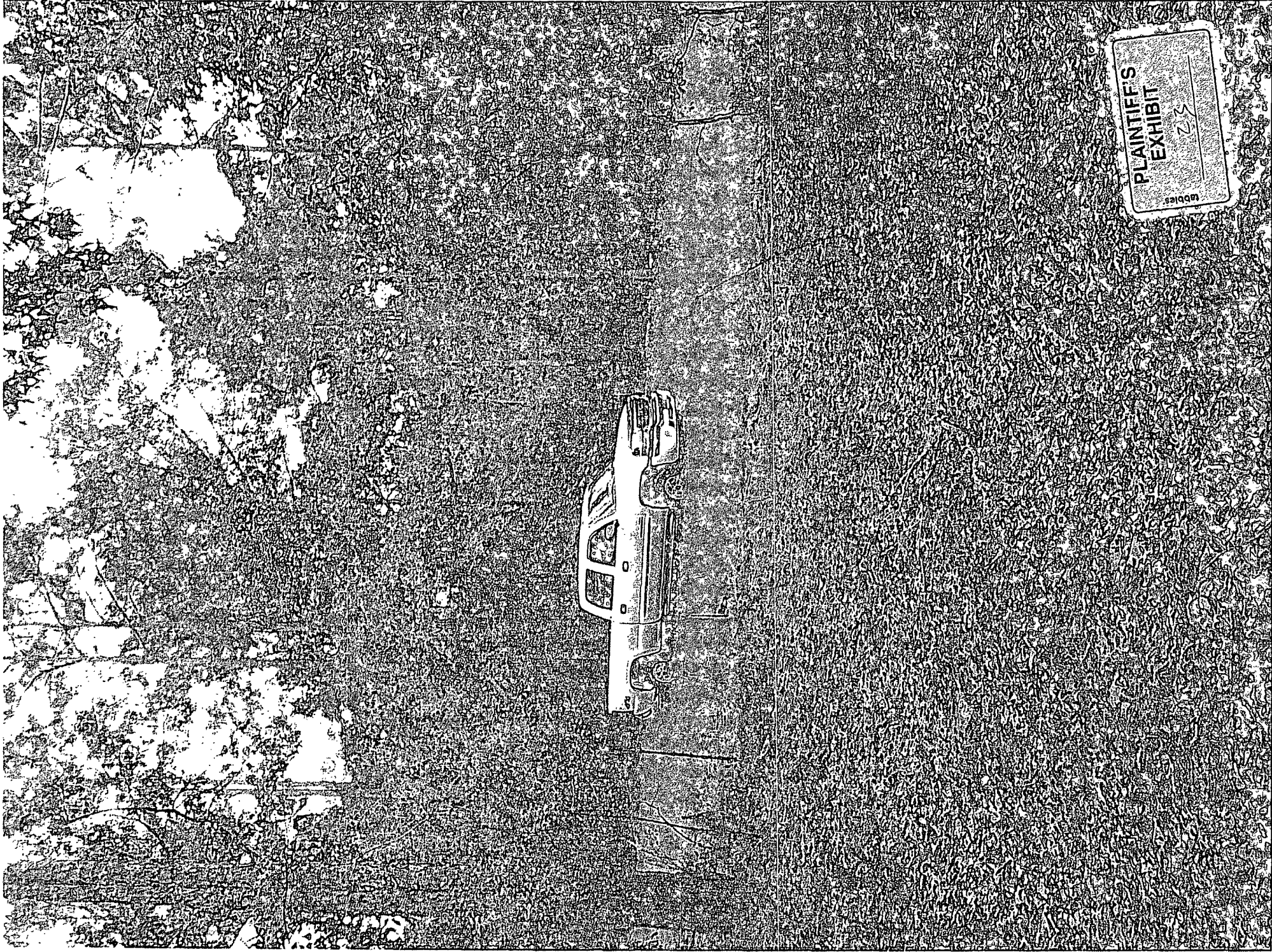
PLAINTIFF'S
EXHIBIT
20

PLAINTIFF'S
EXHIBIT

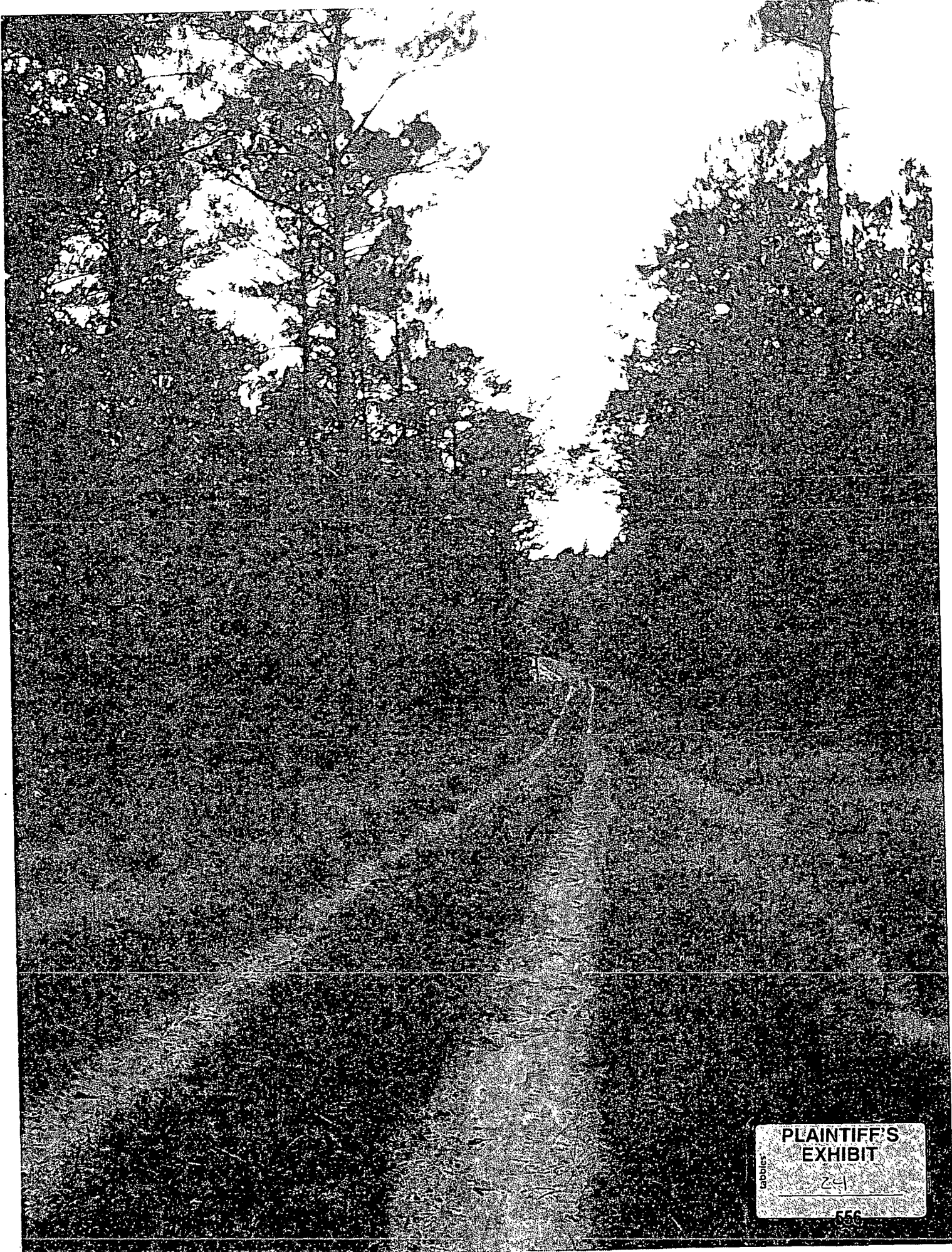
21



tabbles
**PLAINTIFF'S
EXHIBIT**
22



PLAINTIFFS
EXHIBIT
23
tabbies



tabbles

**PLAINTIFF'S
EXHIBIT**

24

556



PLAINTIFF'S
EXHIBIT
25

PLAINTIFF'S EXHIBIT 26

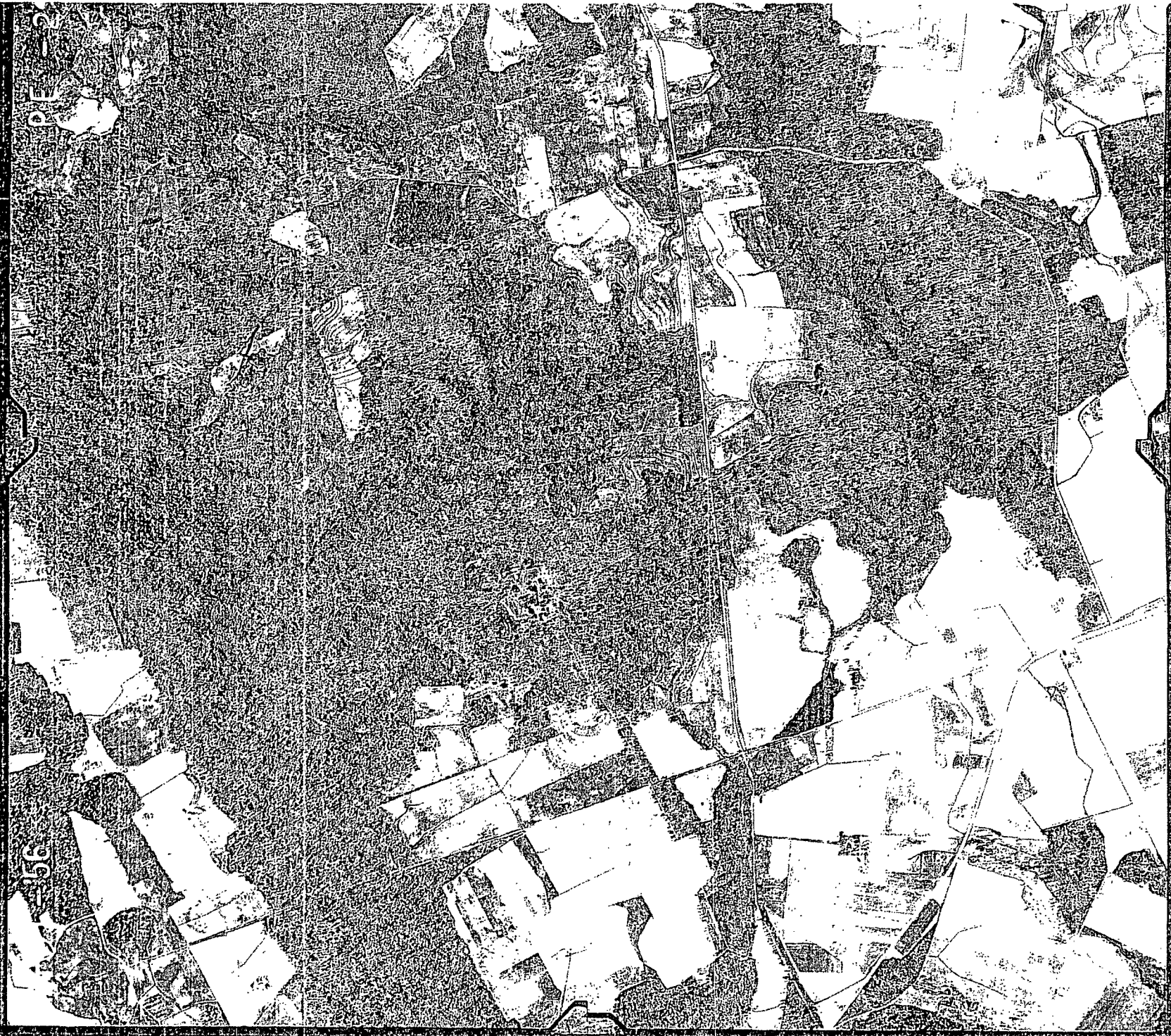
Original Trial Exhibit is
being transferred by the
Kershaw County Clerk
of Court to the South
Carolina Court of
Appeals pursuant to
Rule 210(f), SCACR

DEFENDANT'S
EXHIBIT

FENGAD 800-631-0299

96

96-2



PEWAD 800-531-6989
DEFENDANT'S
EXHIBIT
2





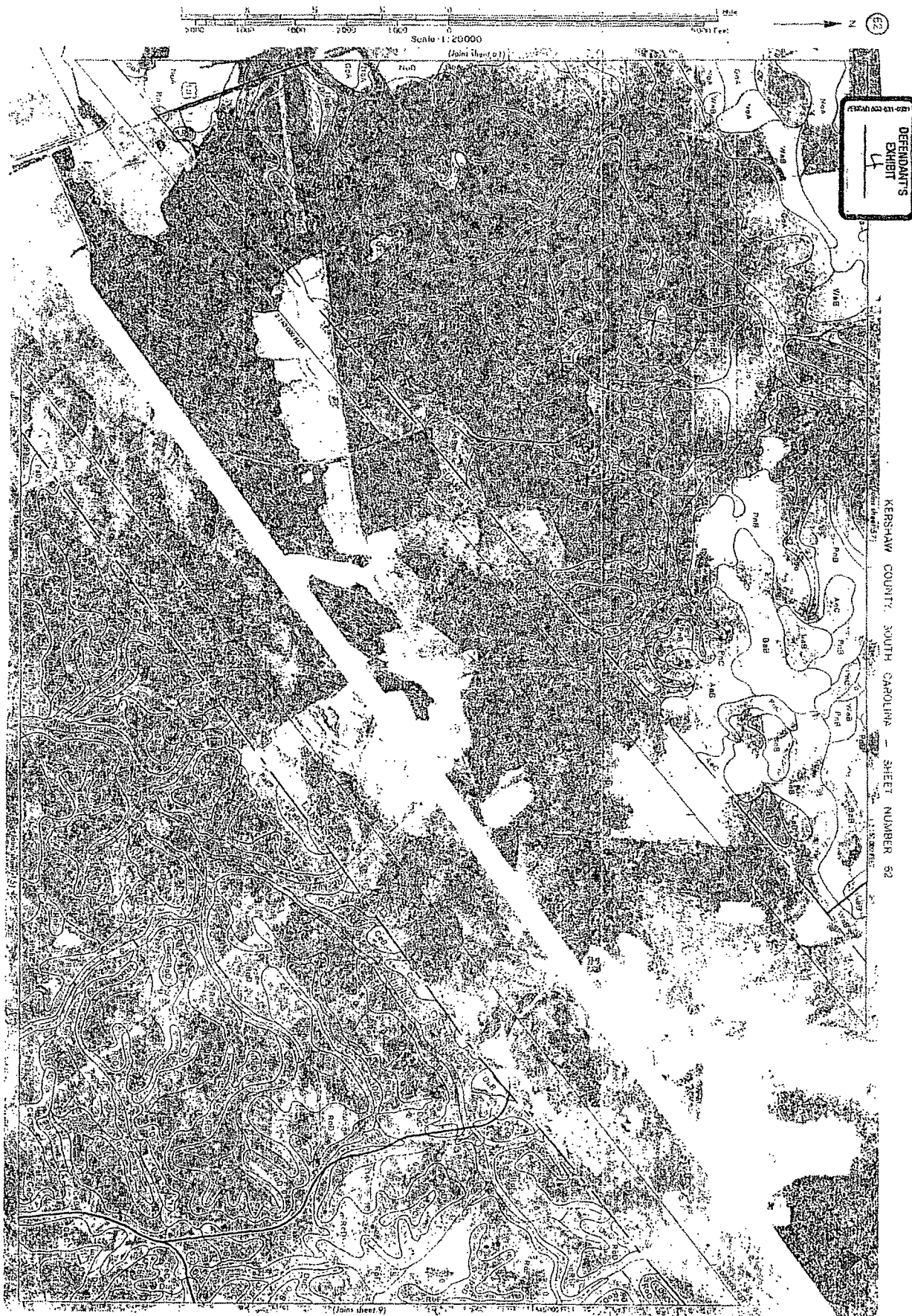
3-17-69

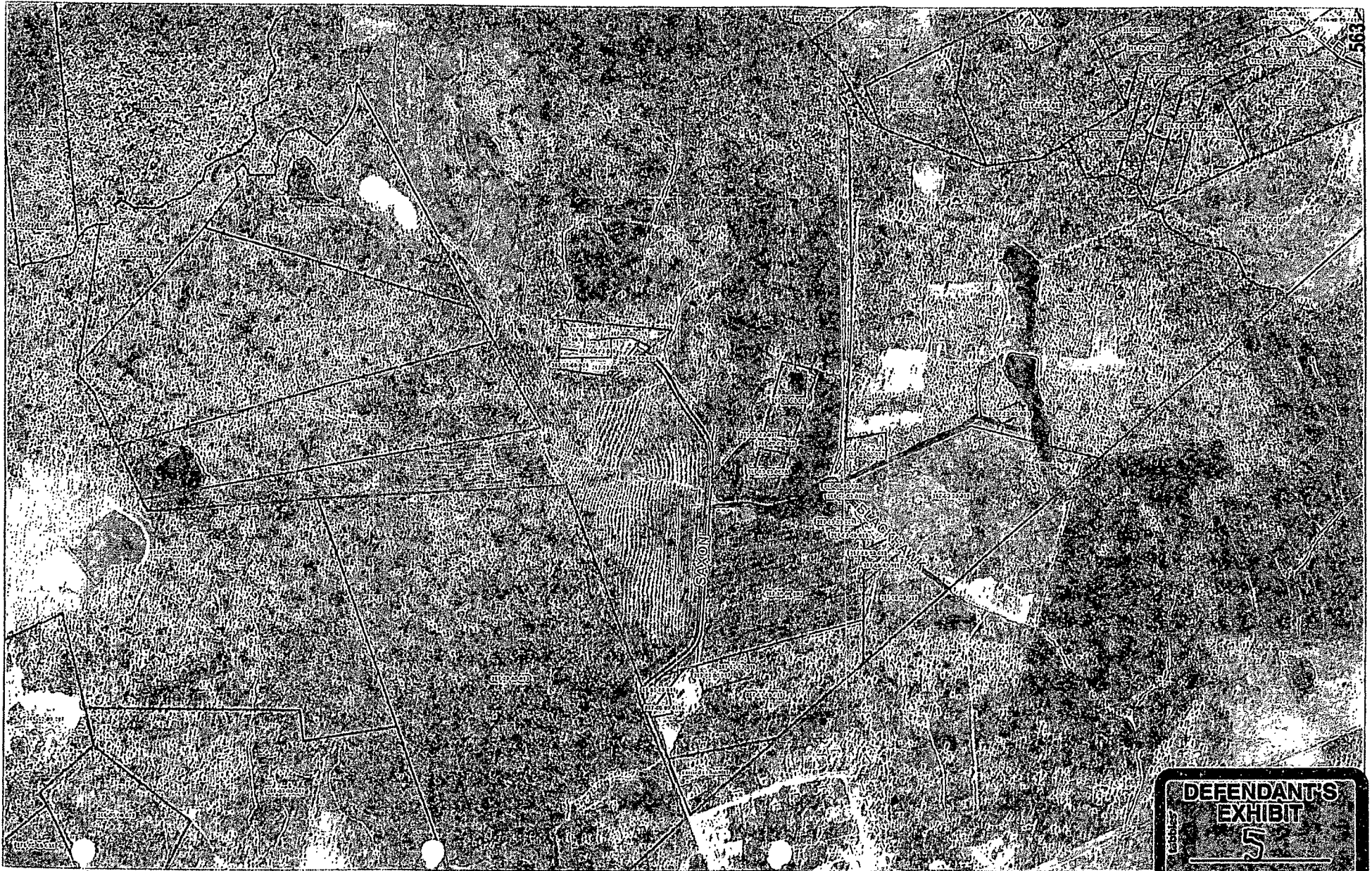
PE-3 KK-230

PERIOD 800-631-6565

DEFENDANT'S
EXHIBIT

3





DEFENDANT'S
EXHIBIT
5

DEFENDANT'S EXHIBIT 6

Original Trial Exhibit is
being transferred by the
Kershaw County Clerk
of Court to the South
Carolina Court of
Appeals pursuant to
Rule 210(f), SCACR

DEFENDANT'S EXHIBIT 7

Original Trial Exhibit is
being transferred by the
Kershaw County Clerk
of Court to the South
Carolina Court of
Appeals pursuant to
Rule 210(f), SCACR

S.W. 1/4 OF SWIFT CREEK
 TO POINT D ON SHAG MAKE BR.
 S 24-30 E 173.5 TO POINT D
 ON SHAG MAKE BR.

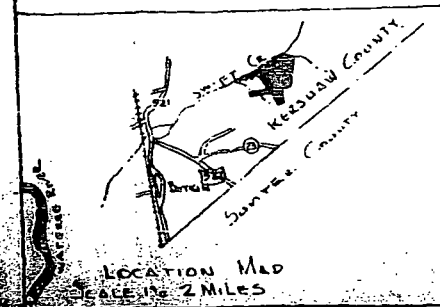
FILE FOR RECORD
 1960 OCT 20 AM 10:14
 CLERK OF COURT
 KERSHAW COUNTY, S.C.

N 55-45 E 100.0
 N 55-45 E 104.7
 N 55-45 E 100.0
 N 85 E 171.0
 N 22-15 W 58.0
 S 88-15 E 221.7
 N 40-45 E 93.0
 S 86-15 E 108.0
 N 49-15 E 41.0
 N 75-45 E 200.0
 N 21-45 W 75.4
 N 61-15 E 118.0
 N 21-45 E 124.7
 N 59-15 E 126.3
 S 64-30 E 60.0
 N 53-30 E 110.0
 N 75-45 E 100.0
 N 24-30 E 121.7
 N 52 W 70.0
 N 21-15 W 100.0
 N 23-15 E 90.0
 N 43-45 W 100.0
 N 10 E 105.6
 N 57-15 E 100.0
 N 11-30 W 70.0
 S 88 E 210
 N 22-45 E 108.0
 N 20-45 W 75.0
 N 44-45 W 110
 N 51 E 221.5
 N 28-15 E 70.0
 S 83 E 45.0
 N 28-15 E 100.0
 N 82 E 40
 N 48-45 E 164.5
 N 41-30 E 264.0
 N 54-30 E 361.0
 N 52 E 275.0
 N 72-30 E 255.0
 S 54 E 216.0
 S 83-30 E 205.0
 S 86 E 100.0
 S 24-30 E 184.5
 S 40-45 E 103.0

SEE TOP OF MAP
 C.

LEGEND ALONG ANDREWS HIGH WATER
 LINE. METAL STAKES AT ALL CORNERS
 ON SAID LINE

FROM A
 N 51 W 185.0
 S 83-45 W 175.0
 S 55-15 W 240.0
 S 52-15 W 113.9
 S 26-45 E 43.9
 S 15 W 185.4
 N 53 W 205.2
 N 27 W 102.5
 S 44-30 W 100.0
 S 14-45 E 98.2
 S 59-30 W 426.3
 N 81 W 71.6
 S 83 W 144.0
 S 15 W 228.8
 S 52-15 W 126.2
 S 14 W 96.0
 S 26-45 W 143.7
 N 85 W 131.0
 S 61 W 444.4
 S 60-15 W 444.4



Note OC = OLD EXISTING CORNERS
 A 1/2 INCH S METAL PENCE POST

N 55-45 E 100.0
 S 83-45 E 104.7
 N 55-45 E 100.0
 N 85 E 171.0
 N 22-15 W 58.0
 S 88-15 E 221.7
 N 40-45 E 93.0
 S 86-15 E 108.0
 N 49-15 E 41.0
 N 75-45 E 200.0
 N 21-45 W 75.4
 N 61-15 E 118.0
 N 21-45 E 124.7
 N 59-15 E 126.3
 S 64-30 E 60.0
 N 53-30 E 110.0
 N 75-45 E 100.0
 N 24-30 E 121.7
 N 52 W 70.0
 N 21-15 W 100.0
 N 23-15 E 90.0
 N 43-45 W 100.0
 N 10 E 105.6
 N 57-15 E 100.0
 N 11-30 W 70.0
 S 88 E 210
 N 22-45 E 108.0
 N 20-45 W 75.0
 N 44-45 W 110
 N 51 E 221.5
 N 28-15 E 70.0
 S 83 E 45.0
 N 28-15 E 100.0
 N 82 E 40
 N 48-45 E 164.5
 N 41-30 E 264.0
 N 54-30 E 361.0
 N 52 E 275.0
 N 72-30 E 255.0
 S 54 E 216.0
 S 83-30 E 205.0
 S 86 E 100.0
 S 24-30 E 184.5
 S 40-45 E 103.0

SHADDED AREAS EXCEPTIONS
 EXCEPTION A - B.C. DUFFY 16.1
 D - ANDREWS 10.1
 C - R.H. CANTY 1.2

PROPERTY OF
 CATAWBA TIMBER CO.
 KERSHAW COUNTY, S.C.

TRACT 1 - 153 ACRES E. CANTY & R. CANTY
 TRACT 2 - 113 " R.H. CANTY
 TRACT 3 - 88 " R.H. CANTY
 TRACT 4 - 56 " J.L. CANTY
 TRACT 5 - 28 " R.H. CANTY
 TRACT 6 - 100 " R.H. CANTY
 SCALE 1" = 200' 20,000 S.W. 1/4
 S.W. 1/4 1/2 1/4 1/8 1/16 1/32 1/64 1/128 1/256 1/512 1/1024 1/2048 1/4096 1/8192 1/16384 1/32768 1/65536 1/131072 1/262144 1/524288 1/1048576 1/2097152 1/4194304 1/8388608 1/16777216 1/33554432 1/67108864 1/134217728 1/268435456 1/536870912 1/1073741824 1/2147483648 1/4294967296 1/8589934592 1/17179869184 1/34359738368 1/68719476736 1/137438953472 1/274877906944 1/549755813888 1/1099511627776 1/2199023255552 1/4398046511104 1/8796093022208 1/17592186044416 1/35184372088832 1/70368744177664 1/140737488355328 1/281474976710656 1/562949953421312 1/1125899906842624 1/2251799813685248 1/4503599627370496 1/9007199254740992 1/18014398509481984 1/36028797018963968 1/72057594037927936 1/144115188075855872 1/288230376151711744 1/576460752303423488 1/1152921504606846976 1/2305843009213693952 1/4611686018427387904 1/9223372036854775808 1/18446744073709551616 1/36893488147419103232 1/73786976294838206464 1/147573952589676412928 1/295147905179352825856 1/590295810358705651712 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**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

APPEAL FROM THE KERSHAW COUNTY COURT OF COMMON PLEAS

Roderick M. Todd, Jr. Esquire, Special Referee

Case No.: 2012208007

RECEIVED

JUN 26 2012

SC Court of Appeals

W.H. Bundy, Jr.,

Appellant,

vs.

Bobby Brent Shirley,

Respondent.

CERTIFICATE OF COUNSEL

I, M. Brent McDonald, Esquire, Counsel for Appellant, certify that the Record on Appeal and the exhibits to be transferred from the Kershaw Clerk of Court contains all material proposed to be included by any party and not any other material.



M. Brent McDonald

SCB # 78057

Smith Bundy Bybee & Barnett, P.C.

P.O. Box 1542

Mt. Pleasant, SC 29464

(843) 881-1623

Attorney for W. H. Bundy, Jr.

and

Stephen A. Spitz, Esq.

SCB # 5287

1134 Clearsprings Drive

Charleston, South Carolina 29412

843-377-2154 (p)

Sc.spitz@prodigy.net

Attorney for W. H. Bundy, Jr.