

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)

A G R E E M E N T

THIS AGREEMENT, Made this 28th day of August, 1973, by and between CONCORD CEMETERY ASSOCIATION, a corporation organized under the laws of the State of South Carolina, party of the first part, and DUKE POWER COMPANY, a North Carolina corporation, party of the second part;

W I T N E S S E T H :

THAT WHEREAS, the party of the first part is the owner of the following described real estate:

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

BEGINNING at the northeasterly corner of the property of the parties of the first part and runs thence with the line of the Duke Power Company property the following courses and distances: S 4-00 E 459.0 ft.; S 21-56 W 301.0 ft.; S 75-50 E 65.0 ft.; S 8-52 W 167.0 ft.; N 65-23 W 297 ft.; N 3-06 W 96.8 ft.; N 82-04 W 95.7 ft.; N 3-40 E 255.7 ft.; N 5-38 E 121.7 ft.; N 51-19 E 493.0 ft. to the BEGINNING, containing 6.0 acres, as shown on print dated October 11, 1971, marked Catawba Dwg. No. 435, copy of which is attached hereto and made a part hereof.

AND WHEREAS, the property lies within the "exclusion area" (as that term is defined in Section 100.3 of the Rules and Regulations of the United States Atomic Energy Commission) for Duke Power Company's proposed Catawba Nuclear Station, and the parties hereto desire to make this Agreement concerning the use and occupancy thereof.

AND WHEREAS, by a resolution duly adopted at the regular annual meeting of the Concord Cemetery Association on the 26th day of August, 1973, the Concord Cemetery Association authorized and directed the officers of the Concord Cemetery Association to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the party of the first part agrees with the party of the second part as hereinafter set out and has granted and by these presents does hereby grant and convey unto the party of the second part, the following rights and interests in the above described property, which rights and interests shall be deemed appurtenant to and to run with the land and shall be binding upon the party of the first part, its successors and assigns, for so long as the party of the second part shall operate the said Catawba Nuclear Station for the generation of electric power or for a period of forty years from the date hereto, whichever is greater:

1. The property shall be used solely as a historical shrine and for the purpose of conducting memorial and burial services.

2. Notwithstanding the provisions of the immediately preceding paragraph, the use and occupancy of the property shall at all times be subject to (a) all provisions of the Atomic Energy Act of 1954, as amended and as may be further amended hereafter, (b) all Rules and Regulations of the Atomic Energy Commission or its successor which now or may hereafter pertain to the use and occupancy of land within an "exclusion area" for a nuclear electric generating plant, and (c) all conditions and requirements which may hereafter be imposed by the Atomic Energy Commission or its successor in any permit or license for the construction, operation or maintenance of the said Catawba Nuclear Station.

3. The party of the second part shall have (a) the right to evacuate the property of all persons at any time without any prior notice if in its opinion such evacuation is necessary or desirable in the interest of public health and safety, and (b) in the event such evacuation is deemed necessary or desirable, the right to exclude all persons from the property until such time as the party of the second part shall determine that such exclusion is no longer necessary or desirable in the interest of public health and safety.

The party of the second part hereby acknowledges that it has no rights in or to the property not herein expressly provided, it being the intent of this Agreement to give the party of the second part only such rights therein as

would enable it to construct and operate its Catawba Nuclear Station in accordance with applicable laws and regulations and to determine the nature and kind of activities to be conducted on the property, including exclusion or removal of persons and property, in the interest of public health and safety.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by its duly authorized officials, this the 28th day of August in the year of our Lord 1973 and in the 198th year of the Independence of the United States of America.

ATTEST:

CONCORD CEMETERY ASSOCIATION

Thos F. L. Baird
Secretary

By W. S. Baird
President

Signed, Sealed and Delivered in
the Presence of:

William S. Porter
Wendell R. Wilcott

ATTEST:

DUKE POWER COMPANY

John C. Donnan, Jr.
Assistant Secretary

By A. J. Black
Vice President

Signed, Sealed and Delivered in
the Presence of:

Wendell R. Wilcott
Elizabeth A. Brammell

NORTH
STATE OF ~~SOUTH~~ CAROLINA)
COUNTY OF ~~YORK~~ MECKLENBURG :
)

PERSONALLY appeared before me William L. Porter,
and made oath that he saw the within named Concord Cemetery
Association by W. S. Baird,
President, and Mrs. F. L. Baird,
Secretary, sign, seal, and as its act and deed deliver the within written
instrument, and that he with Wendell R. Wilmoth witnessed
the execution thereof.

SWORN to before me this 28th)
day of August, 1973.)
Elizabeth A. Hammill)
Notary Public for)
North Carolina)

William L. Porter

My Commission Expires November 21, 1974.

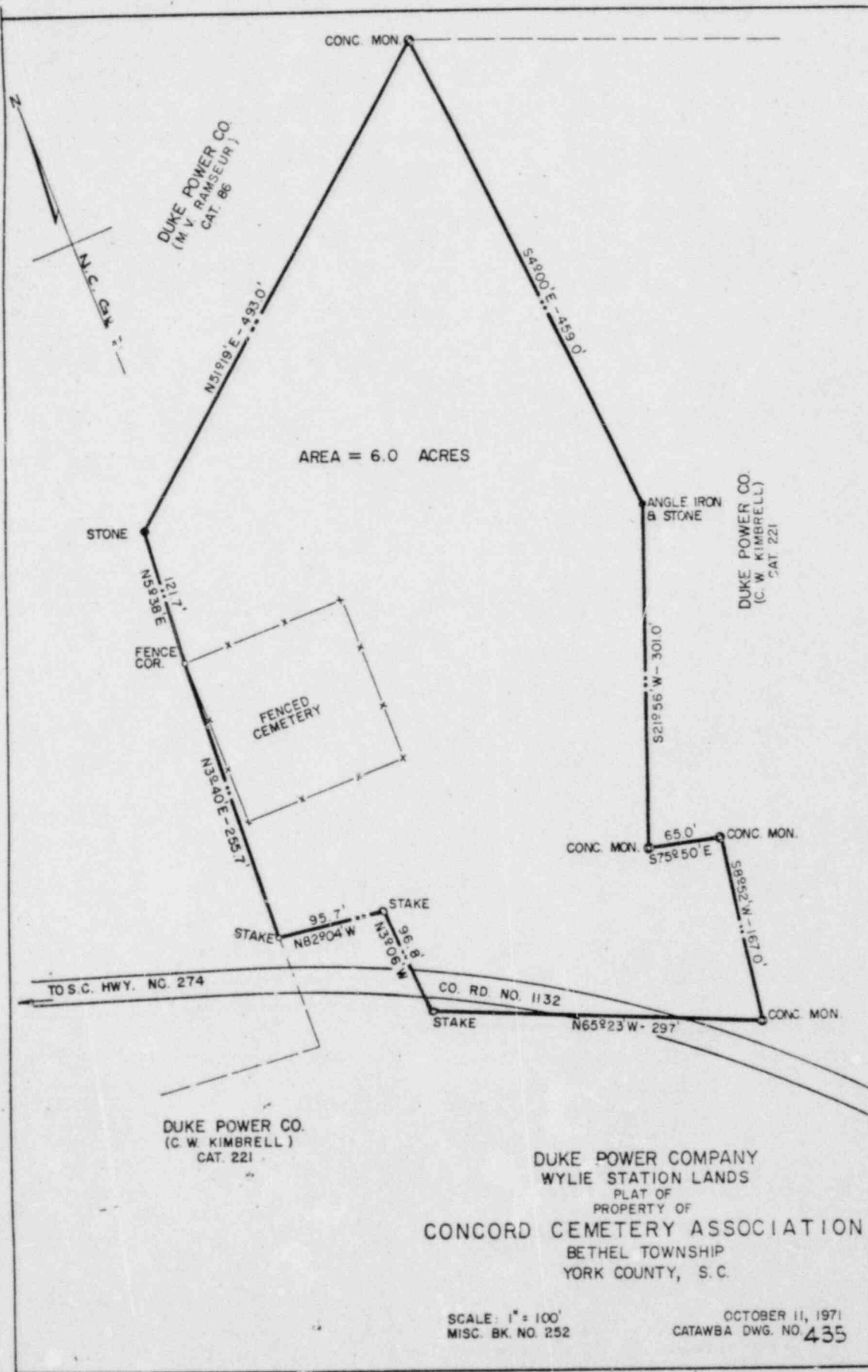
NORTH
STATE OF ~~NORTH~~ CAROLINA)
:
COUNTY OF MECKLENBURG)

PERSONALLY appeared before me Wendell R. Wilmoth,
and made oath that he saw the within named Duke Power Company
by C. J. Blades,
Vice President, and John C. Goodman, Jr. Asst.
Secretary, sign, seal, and as its act and deed deliver the within written
instrument, and that he with Elizabeth A. Trammell witnessed
the execution thereof.

SWORN to before me this 27th)
day of August, 1973.)
Elizabeth A. Trammell)
Notary Public)

Wendell R. Wilmoth

My Commission Expires November 21, 1974.



RESOLVED, that the following officers and trustees be elected for the Concord Cemetery Association and that said officers and trustees be authorized to enter into certain Agreements with Duke Power Company, copies of which are attached hereto and made a part of these Minutes:

President, W. S. Baird

Vice President, W. Marvin Martin

Secretary-Treasurer, Mrs. F. L. Baird

Trustee, Jack Cook

Trustee, Willis N. Hanna

I hereby certify that the foregoing is a true copy of the Minutes of Concord Cemetery Association dated Sunday, August 26, 1973.

Mrs. F. L. Baird

Secretary-Treasurer
Concord Cemetery Association