

LAKE KEOWEE INVESTORS, INC.

907 Carrigan Court
Seneca, SC 29672

March 7, 2011

Mr. Joel Thrift
Chairman, Transportation Committee
Georgetown Council
415 Pine Street
Waltham, SC

Re: Relocation of Portion of Doug Hollow Road

Dear Mr. Thrift:

As has been presented to the Transportation Committee of Council, Lake Keowee Investors, Inc. (LKI) plans to build a restaurant on Lake Keowee near the end of Doug Hollow Road. LKI believes that the project will have significant benefits to the citizens of the county including safety, economic, environmental, and most importantly, the facility will provide a much needed public dining facility on the lake for the public.

Most of the development hurdles have been cleared including wastewater permit, stormwater permit, boat dock permit, planning approval, and general preliminary approval of the design. The one remaining significant item is the relocation of a portion of Doug Hollow Road.

LKI requests that the County agree to the relocation in accordance with the attached plans and the attached proposed administrative and legal procedures.

Sincerely,



J. Richard Cottingham, P.E.

**ADMINISTRATIVE AND LEGAL PROCEDURES
for**

ROAD RELOCATION

(Doug Hollow Rd, Kelley Ridge Rd, and proposed Lighthouse
Point Rd)

March 7, 2011

1. Oconee County request transfer of the last 477 feet of Doug Hollow Road (including the right-of-way) from SCDOT to the County in accordance with SCDOT procedures (either SC Code Ann. Section 57-5-600 or Section 57-5-120). The section of roadway and right-of-way are shown on sheet 5 of the attached drawings.
2. Upon execution of the transfer, LKI will build at its expense, the roadway in accordance with the attached drawings and in accordance with County standards.
3. Upon completion of the new roadway, the County will accept the new Lighthouse Point Road and associated right-of-way as a public road for public maintenance, and will execute all documents necessary to quit-claim and release all right-of-way rights for the 300 feet at the end of Doug Hollow Road to LKI.

Note: (1) Duke Energy Carolinas LLC is the owner of the property at the end of Doug Hollow Road. See the attached draft Road Relocation Agreement (prepared by Duke) whereby they have agreed to the closure of the existing roadway and construction of the relocated roadway subject to certain conditions including the acceptance by Oconee County of the new roadway for public maintenance.

(2) LKI owns the property on both sides of the portion of Doug Hollow Road that is to be released. The plats reflect ownership to the centerline of the road subject to the right-of-way.

STATE OF SOUTH CAROLINA

**ROAD RELOCATION
AGREEMENT**

COUNTY OF OCONEE

THIS ROAD RELOCATION AGREEMENT (the "Agreement") made and entered into as of the ___ day of _____, 2010 by and between DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company ("Duke") and Lake Keowee Investors, Inc., a South Carolina corporation ("Developer").

WITNESSETH:

WHEREAS, Developer owns certain real property located in Oconee County, South Carolina (the "Developer Property"), which Developer Property is more particularly described on Exhibit A attached hereto; and

WHEREAS, Duke owns certain real property adjoining the Developer Property to the west (the "Duke Property"), which Duke Property is more particularly described on Exhibit B attached hereto; and

WHEREAS, an existing public (and publicly maintained) roadway commonly known as Doug Hollow Road (Old Highway 183) (the "Existing Roadway") crosses the Developer Property and intersects with and serves the Duke Property; and

WHEREAS, Developer desires to close a portion of the Existing Roadway and construct a relocated roadway (the "Relocated Roadway"), which will also intersect with and serve the Duke Property; and

WHEREAS, Duke has agreed to such closure of the Existing Roadway and construction of the Relocated Roadway, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **Relocated Roadway:**

(a) Developer shall, at its sole cost and expense, construct the Relocated Roadway upon the Duke Property and the Developer Property, including provisions for an appropriate turnaround consistent with applicable governmental requirements on the Developer Property as shown on Exhibit C. Such construction shall be performed and completed in accordance with plans and specifications therefore (the "Roadway Plans") prepared by Developer's engineer(s) (the "Project Engineer") and approved in advance by Duke in writing (such approval not to be unreasonably withheld, conditioned or delayed). Following such approval, said Roadway Plans shall not be modified without the prior written approval of Duke.

(b) Promptly following its completion of the Relocated Roadway, Developer shall cause that portion of the Relocated Roadway, up to its intersection with the boundary of the

Duke Property, to be accepted for public maintenance by Oconee County, South Carolina, the South Carolina Department of Transportation or other applicable governmental authority. Until such time (if ever) that said portion of the Relocated Roadway, up to the boundary of the Duke Property, is dedicated and accepted for public maintenance (and during any period thereafter within which the Relocated Roadway, for any reason whatsoever, is not being publicly maintained), the owner(s) of the Developer Property shall be responsible for all maintenance and repair to and/or replacement of the Relocated Roadway, as may be necessary to keep and maintain same in good condition and repair. This covenant shall run with the land comprising the Developer Property and shall be a continuing joint and several obligation of the owner(s) of all or any portion(s) of said Developer Property.

(c) Notwithstanding anything to the contrary contained herein, Developer hereby acknowledges and agrees that Duke shall have no obligation to offer for dedication any portion of the Relocated Roadway located on the Duke Property (i.e., that portion of the Relocated Roadway leading from the eastern boundary of the Duke Property to the existing gravel roadway on the Duke Property (the "Existing Gravel Road") shown on Exhibit C). Such portion of the Relocated Roadway, located on the Duke Property extending from the eastern boundary of the Duke Property to the existing gravel roadway on the Duke Property (the "Existing Gravel Road") shown on Exhibit C, shall be constructed to the same standards as the other Relocated Roadway as described in the Roadway Plans.

(d) Upon completion of the Relocated Roadway, Developer shall cause a survey (the "Survey") to be prepared by a registered land surveyor reasonably approved by Duke showing the final location of the Relocated Roadway and certain other areas as referenced in this Agreement and as otherwise required by Duke. The Survey, when approved by Duke, shall be recorded in the Office of the Clerk of Court of Oconee County, South Carolina, and the applicable conveyances described in this Agreement shall be by reference to such Survey. Further, Developer shall then grant to Duke, for use by Duke and its agents, employees, contractors, tenants, licensees and invitees (the "Duke Parties," each, a "Duke Party"), an indefeasible, permanent and non-exclusive access and utilities easement (the "Access/Utilities Easement"), in form and substance reasonably satisfactory to Duke, over and across the portion of the Relocated Roadway lying between the boundary of the Duke Property and the intersection of such Relocated Roadway with the then-existing public road commonly known as Doug Hollow Road (the "Access/Utilities Easement Area", as same shall be shown on the Survey) for the purposes of ingress, egress and regress between the Duke Property and Doug Hollow Road, such that the Duke Parties shall have full and complete access between Doug Hollow Road and the Duke Property. In addition, said easement may be used by Duke for the purposes of constructing, installing, modifying, repairing, replacing, maintaining and using lines, pipes and other improvements for utilities (including, but not limited to, electrical, water, gas, sewer, telephone and communications) as may be required from time to time to serve the Duke Property, together with a temporary construction easement over and across the Developer Property for encroachments that are reasonably necessary and occur from time to time during construction, installation, modification or replacement of such utilities on, across, or under the Access/Utilities Easement Area. The Access/Utilities Easement area will also be referred to as the "Roadway Right-of-Way", and will be in full compliance with Oconee County Ordinance 2008-19 for a Major Local road as recommended by the County Engineer. When Developer dedicates such portion of the Relocated Roadway to the public and causes same to be accepted

LAKE KEOWEE RESTAURANT
CLARIFICATION OF FACTS

(Nov 12, 2010; reformatted & edited 11/26/10)

**STATEMENTS MADE BY KELLEY GROUP, NEWSPAPER, ET AL;
RESPONSES BY LAKE KEOWEE INVESTORS, INC. IN BOLD:**

1. "We...oppose having a restaurant in the middle of a residential area..."

The planned restaurant is not in a "residential" area. The 1972 Kelley subdivision covenants provide for the "restaurant lot" to be *exempt from the residential restrictions* that apply to other lots. The subdivision plat has the same "residential exemption" wording. It was obviously the intent of the family patriarchs to "not restrict this lot for residential purposes." County planning has reviewed preliminary plans and stated: "After reviewing the submitted plans for the proposed restaurant site on Lake Keowee, we have determined that no Planning Department approval is needed. You may proceed..."

2. "Edalene Kelley...said that plans for a restaurant across from her home would bring traffic and noise to a quiet neighborhood."

The restaurant site is not "across from Ms. Kelley's home." Her home is over 1000 feet up Kelley Ridge Road from the restaurant building site. There will not likely be any traffic up Kelley Ridge Road near her home, and the restaurant building will not be visible from her home.

3. Kelley said, "The restaurant also would have a bar, and we don't want a bar. It's quiet here."

The restaurant is planned to have a bar—just like most high quality restaurants. It will not be a "honky-tonk" with loud activities.

4. "The quiet, wonderful neighborhood is going to be turned into a heavy traffic area."

The neighborhood will not be turned into a "heavy traffic area." In peak season, the restaurant is estimated to have a traffic count on Doug Hollow Road of 200 ATD (average trips per day). This is in the mid-range for a "local minor road" based on the Oconee County standards, and is not considered to be heavy traffic.

5. "...and we feel that this would also make our property values decrease."

A local licensed appraiser has indicated that the restaurant should not have a negative impact on nearby property values. In addition, a recent survey of

restaurants on other lakes indicates that upscale development (including residential) surrounds upscale lakefront restaurants.

6. "...will see an increase in boat traffic on the side of Mt. View..."

The boat traffic will be insignificant in this open-water, central part of the lake. The Duke lease for the dock allows only 10 slips for boating customers for the restaurant. A recent study of other lakefront restaurants indicates that over 90% of restaurant customers will come by car.

7. "With the addition of strangers in the area will also come the litter along our road sides."

The "dead-end" current situation attracts people to park and throw out trash. The area should see a decrease in roadside litter.

8. "Kelley said the restaurant's plans include the building of a 65-foot lighthouse."

The lighthouse feature has never been planned to be 65 feet in height. The plans call for a height of approximately 48 feet above the main floor plus the height of the cellar/crawl space. The lighthouse feature is functionally a chimney and is lower than many trees in the area and lower than many chimneys on large houses around the lake.

9. "Bo Knapp, a resident of the Doug Hollow Road area said the restaurant was doomed to fail because Cottingham had not made a feasibility study. Knapp, himself a restaurateur, said there are not enough residents to support a restaurant."

Mr. Knapp is not familiar with the business plan and feasibility study for the restaurant. He is the owner of fast food restaurants which need to be in "high traffic" areas. This is a "destination restaurant" and will attract patrons from a large area.

10. The group opposes the proposed road relocation because:

a. The developer will take Ms. Kelley's property.

a. The developer will not take any of Ms. Kelley's property. All planned work is in the existing roadway rights of way and on developer's land.

b. The closing of that portion of the road would also take away a school bus turnaround.

- b. The turnaround at the end of Doug Hollow will be replaced with a turnaround that will meet county standards and will provide an appropriate radius for school buses, emergency vehicles, etc.
- c. The closing will remove access to "...the only boat launch access that the community has available."
- c. The boat ramp has been in a "near abandoned" condition for some time, and most of the broken concrete has been removed or is under sand and debris. The slope of the lake-bottom in the area of the ramp is approximately 8%, which is well below the standard design minimum slope of 12%. This makes it almost impossible to launch and retrieve boats because the boat trailer will not be in sufficiently deep water. In addition, there is no parking space for vehicles and trailers. Other official *public access areas* with high-quality launching ramps are close by.
- d. Property was deeded to the state for the road with the condition that if public access was ever denied, the property would revert back to the Kelleys.
- d. No document has been found or exists (to the knowledge of the developer) that provides for any property to revert to the Kelleys. The 1930's era DOT docs are available for review.
- e. The family ... appears to have a document that trumps the proposed road closure. The document that could keep open access to a public boat ramp at the end of Doug Hollow Road is a 1966 real estate transaction...
- e. The 1966 real estate transaction document does not provide for keeping access to the ramp at the end of the road, nor does it mention a ramp.
- f. According to the document...the family deeded two Keowee District tracts that include the Doug Hollow Road property...
- f. The family did deed two tracts (below elevation 800') to Duke/Crescent in 1966; however, the references to Hwy 183 in the document are references to a "point of beginning" as part of legal descriptions in order to locate the two tracts. The references to Hwy 183 have no relationship to the highway right of way.
- g. ...the family included wording that allows them and their heirs to maintain the right of ingress and egress over the described tracts of land below an elevation of 800 feet during periods of low water for access to the lake...

- g. **Ingress and egress to the lake when the water is down is granted by Duke to any property owner who owns lakefront property. When the tracts were sold by the Kelley family (current owners include Knapp, Weiss, Lake Keowee Investors, and others), the right transferred with the property sale. The Kelleys still have the right at the locations where they still own the lakefront property. Nothing gives the Kelley family heirs perpetual rights of ingress and egress over land that they have sold.**
- h. Steve Kelley said... if the document does exist, it explains why family members and others clipped in to build a boat ramp at the end of the road.
- h. **Neither of the designated tracts has anything to do with the boat ramp, and neither is in the same location as the ramp. The larger tract is well north of the restaurant site, and the smaller tract is a drainage ditch. The drainage ditch abuts Duke's Mosquito Point property and would require crossing Mosquito Point property to get to the lake. The larger tract is across the lakefront side of property now owned by the Kelleys, Knapp, Weiss, and others.**

Other Notes:

1. All of the proposed road relocation work will be accomplished at the expense of the developer and will be built to county standards.
2. The 2006 Duke Shoreline Management Plan designates the site where the restaurant dock is located as "Future Commercial Marina" (designated as category "1"). In addition, most of Mosquito Point is designated as category "1."
3. The property south of Doug Hollow Road now owned by the developer was purchased from Crescent Resources. The deed for this land (where the dock and shoreline stabilization are located) provides for the commercial dock.
4. FOLKS, DNR, and others support the proposed road relocation. They believe that the proposed work is in the public's best interest with respect to safety, water quality, etc.
5. The developer and potential operators of the restaurant plan to be good neighbors and plan to be sensitive to concerns expressed by all nearby neighbors. Plans include: low profile lighting, noise control, etc.
6. The developer plans to move forward with construction of the restaurant facilities and supporting infrastructure whether or not the road is relocated.
7. The Duke/FERC lease executed in May 2010 provided authorization to begin construction of the dock and shoreline stabilization. The authorization letter further stated, "All construction must be completed as specified in the application." The application specified: (a) remove existing ramp concrete...; (b) plant over 120 trees and native shrubs including approximately 15 shown on the drawing at the ramp beach location (which will block access), and (c) DNR required an increase in the number of plants and added as part of the application the following words: "...discourage access to the shoreline from the lake except at the dock through use of appropriate signage."



Shield Index

1 - Cover Sheet
 2 - Road Relocation Site Plan
 a - Grading and Drainage Plan
 (with pavement section)
 b - Section Plan
 c - Legal Description of Site Then
 d - Legal Description of Other Property

DATE KNOWN

34-253

GOLD HILL ROAD (34-253)

LIGHTHOUSE RESTAURANT

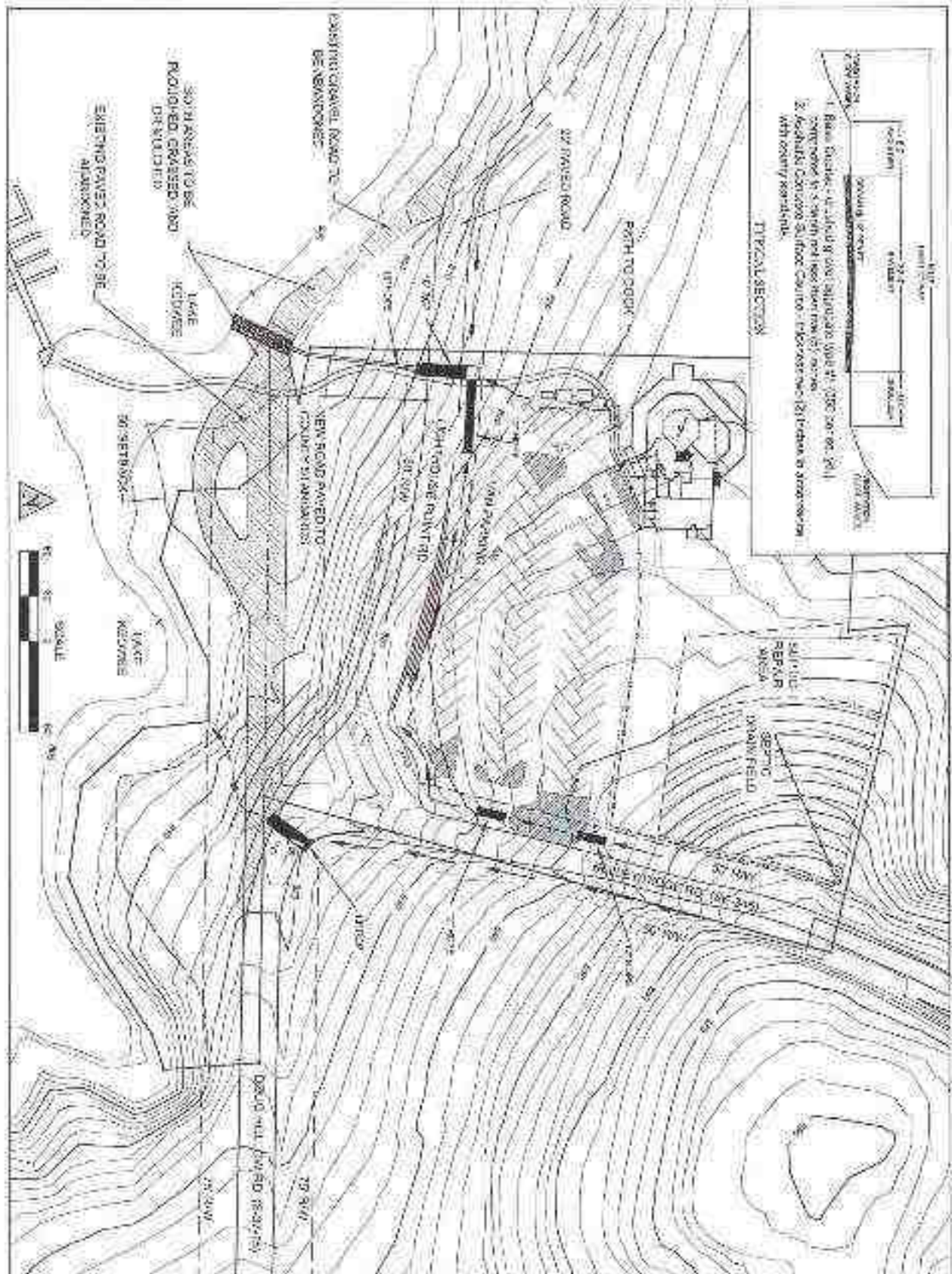

COTTINGHAM & Associates, Inc.
 L. RICHARD COTTINGHAM, P.E., P.L.S.
 ENGINEERING, SURVEYING & CONSTRUCTION
 307 CARRIGAN CT. • BREVARD, SC 29624
 PHONE: (843) 852-8287 • FAX: (843) 852-7333
 NUMBER: (843) 719-1198 • EMAIL: info@cottingham.com

LIGHTHOUSE RESTAURANT

NO.	DATE	REVISION	BY

LIGHTHOUSE RESTAURANT

DATE: 12-11-11

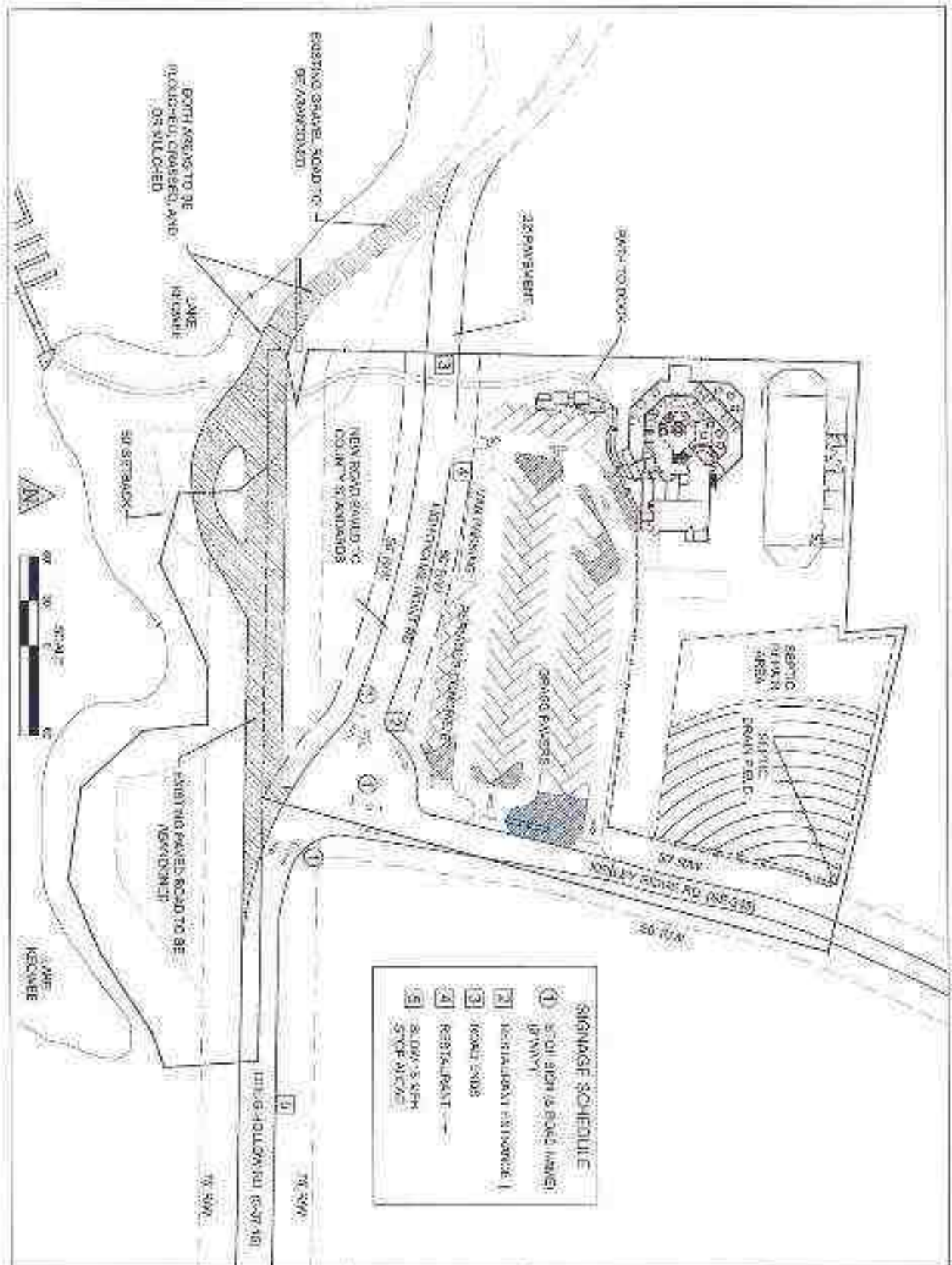



COTTINGHAM & Associates, Inc.
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 907 GARRIGAN CT • BONSEN, SC 29670
 PHONE: (803) 452-8111 • FAX: (803) 452-2400
 MOBILE: (803) 710-1144 • EMAIL: jrc@cottingham.com

**ROAD RELOCATION
(GRADING AND DRAINAGE PLAN)**

NO.	DATE	REVISION	PROJECT
1	10/11/11		
2	10/11/11		
3	10/11/11		
4	10/11/11		

**LIGHTHOUSE
RESTAURANT**



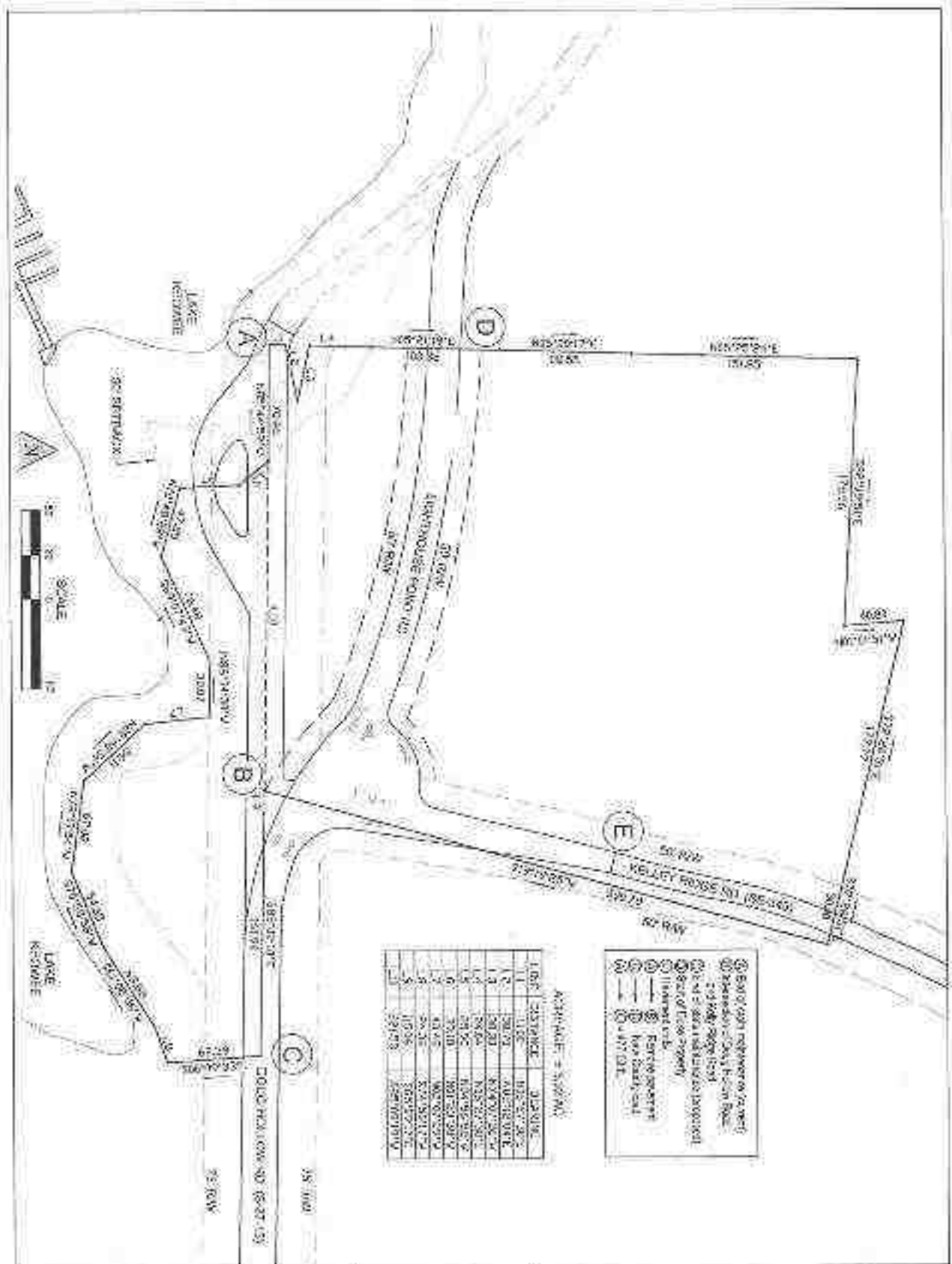
- SIGNAGE SCHEDULE**
- ① STOP SIGN (8' ROUND WHITE) 12' HIGH
 - ② RECTANGULAR ADVANCE 1'
 - ③ ROAD ENDS
 - ④ RESTAURANT
 - ⑤ SIGNS WITH 5' HIGH STREET NAME

ROAD RELOCATION (SIGNAGE)

NO.	LINE	ROCK	REMARKS

LIGHTHOUSE RESTAURANT

EXTINGUISHAM & Associates, Inc.
 1 RICHARD COTTRELL DRIVE, P.E., P.L.S.
 ENGINEERING, SURVEYING & CONSULTING
 107 CARRIGAN CT • SENECA, SC 29672
 PHONE: (803) 652-1967 • FAX: (803) 652-7488
 MOBILE: (803) 716-1967 • EMAIL: richard@extinguisham.com



APPROXIMATE = 500MM

LINE	DISTANCE	BEARING
1	150.00	N25°27'20"E
2	50.00	S88°52'00"E
3	200.00	N25°27'20"E
4	200.00	N25°27'20"E
5	200.00	N25°27'20"E
6	200.00	N25°27'20"E
7	40.00	S88°52'00"E
8	200.00	N25°27'20"E
9	100.00	S88°52'00"E
10	200.00	N25°27'20"E

- ① Bldg footprint (per note)
- ② Proposed S1195140 Right-of-Way
- ③ 2nd Party Right-of-Way
- ④ 4th Party Right-of-Way (Proposed)
- ⑤ Section of Lake Property
- ⑥ Proposed Utility
- ⑦ Parking Structure
- ⑧ Proposed Parking Lot
- ⑨ Proposed Utility

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LEGAL DESCRIPTION OF SITE

NO.	DATE	REVISION	DESCRIPTION
1	-	-	LIGHTHOUSE RESTAURANT

SCALE: AS SHOWN SHEET: 01-001-1 DATE: 5/17/11

LAW OFFICES
OF
HARRY I. RIVERS, JR., PA
107 S. PENDLETON STREET
EASLEY, SOUTH CAROLINA 29640

Telephone: 864-859-7408
Fax: 864-855-1716

Reply to:
107 S. Pendleton St.
Easley, SC 29641

December 6, 2010

Mr. Richard Cottingham
907 Carrigan Court
Seneca, SC 29672

Re: Real property located near the western end of Doug Hollow Road,
Near its intersection with Kelley Ridge Road, parcel 151-00-01-021, 050 and others
Oconee County, SC

Dear Richard,

You requested my opinion on several issues related to the above parcels which are titled to Lake Keowee Investors, Inc. In order to do so, I have examined a number of documents, to include, but not limited to, the deeds into Lake Keowee Investors, Inc., found in Deed Book 1638 at page 103 and 1638, page 131 and Deed Book 1690 at page 239; Deed from Ola Mae Kelley et al to Crescent Land and Timber Corp, Deed Book 9-V at page 317; Deed from J. Eugene Kelley, et al., to James L. Kelley and Grady M. Kelley, Deed Book 11-C, page 232; Easements and Protective Covenants uttered by James L. Kelley and Grady M. Kelley as owners of Kelley Keowee Lake Properties, recorded in Deed Book 11-K at page 89; Deed from James L. Kelley and Grady M. Kelley to Judd B. Farr and Paul J. Foster, Jr., Deed Book 11-L at page 63; Deed from James L. Kelley and Grady M. Kelley to Imperial Services and Supply, Inc., Deed Book 11-M, page 125; Deed from Imperial Services to Burton, Deed Book 13-H, page 61;

Deed From James L. Kelley to Grady M. Kelley, Deed Book 13-J, page 161;
Deed From Grady M. Kelley to James L. Kelley, Deed Book 13-J, page 163;
Amendment of Easements and Protective Covenants, recorded in Deed Book 15-
A, page 119; Deed From Judd B. Farr and Paul J. Foster, Jr. to Guenter L. Weiss
et al, Deed Book 420, page 168; Deed from Judd B. Farr and Paul J. Foster, Jr. to
Woodall, recorded in Deed Book 421, page 5; Deed from Burton to Scott, Deed
Book 429, page 32; Deed From Scott to Kroeger, Deed Book 477, page 247;
Deed from Harold E. Woodall, Jr. to Cheryl L. Woodall (1/2 interest), recorded in
Deed Book 732, page 153; Deed from Harold E. Woodall, Jr. and Cheryl L.
Woodall to Knapp, recorded in Deed Book 1093, page 192; Deed from Kroeger to
Richard L. Fisher and Dorothy Fischer, Deed Book 493, page 237; Deed from
Estate of Richard L. Fischer to Craig Fischer, Karen Duncan, Laura Sattler and
Dorothy Fischer, Deed Book 1174, page 126; Deed from Fisher, Duncan and
Sattler to Dorothy Fischer, Deed Book 1174, page 129; Deed From J. B. Farr to
Farr Properties, Inc, Deed Book 1259, page 242; ; Deeds from Estate of James
Luther Kelley to Edalene Porter Kelley, Carolyn Sue K. Lecroy, James Steven
Kelley, and Rachel Annette Kelley, Deed Book 1443, page 249 and 1446, page
129; Deed from Carolyn Sue K. Lecroy, James Steven Kelley and Rachel Annette
Kelley to Edalene Porter Kelley and Grady M. Kelley, Deed Book 1447, page
173. Deed from E. P. and G. M. Kelley to Kim V. and Laurie C. Knapp, Deed
Book 1489, page 348.

I also reviewed a Deed to Right of Way, unrecorded in Oconee County,
but filed with the South Carolina State Highway Department in January, 1938

from J. F. Kelley to the South Carolina State Highway Department, aerial photographs, and tax maps and conducted an inspection of the subject property and its surroundings.

The property under discussion in this letter is comprised of what was originally known as Lot 4, and later as Lots 4-A through 4-D of the property known as Kelley Keowee Lake Properties. The property fronts on Doug Hollow Road, and was, for years, owned by various members of the Kelley family. In November, 1937, J. F. Kelley granted a road right-of-way to the South Carolina Highway Department for the construction of what became Highway 183. Thereafter, in March, 1966, when the property had passed to other members of the Kelley family, two tracts were granted to Crescent Land and Timber for the construction of Lake Keowee. Highway 183 was moved and the road contemplated in the 1937 right-of-way now enters Lake Keowee and disappears under water.

In the 1966 deed to Crescent Land and Timber, the Kelley family, as grantors, reserved a right of access to those portions of the two tracts of property they conveyed below the 800 foot elevation level during periods of low water. The larger of these two parcels while north of the property which is the subject of this opinion, is no longer subject to that reservation, having been sold to others. The only remaining portion of the property which was subject to such reservation is a triangular parcel with its widest side measuring 38.7 feet and has an area of approximately 742 square feet. It was also sold to others without reservation. This triangular drainage parcel is surrounded by property above the 800 foot line and over which the Kelley's have no right of access. The Kelley's granted rights to Crescent Land and Timber associated with development and continuing use of the lake and access across other Kelly property, but there was no reciprocal right-of-way. That deed also contains references to Highway 183 (now Doug Hollow Road). In both instances the references are in place for ease in locating the parcels described, but are not employed in the property descriptions themselves and do not create access to the road. Both parcels were sold to others and the Kelleys, as grantors, reserved no easements or access across the property sold.

Restrictive covenants were imposed on a portion of the "Kelley Keowee Lake Properties," but only on lots 7 through 12. Lots 1 through 6 were omitted from these restrictions. No extension of these Restrictive Covenants to other property appears in any subsequent documents. Additionally, none of the subsequent documents purport to retain an easement or access benefit of the Kelley property owners or their successors. Any underlying ownership or claim to those portions of old highway 183 (Doug Hollow Road) were conveyed along with the conveyance of the property to others. While there is public access to the portions of Doug Hollow Road which are above water, there is no continuing right for access from the properties retained by the Kelleys.

None of the documents provide for any reversion of the property to the Kelley's under any circumstance.

The applicable records also reflect that while Edalene Kelley has real property across Kelley Ridge Road from the subject property, her residence is approximately one thousand (1000) feet from the Doug Hollow Road property front.

There are no references or requirements for the provision of any boat ramp or public access to the lake along Doug Hollow Road. An area which may once have been some sort of access is generally unusable and has deteriorated significantly. Presently there is no parking area for vehicles or trailers. There are properly constructed and maintained access ramps nearby. Any prior contributions by anyone to the construction of what may have been an access ramp would have been purely voluntary.

An examination of the present plans for the restaurant and access to it do not require the acquisition of any property from Edalene Kelley and provide for a turn around on the subject property which is more than adequate for vehicles, including school buses and emergency vehicles. The existing turn around area has a smaller turning radius than the one proposed.

In short, it is my opinion that there are no restrictions, easements, reservations, reverts or other legal impediments to abandonment and relocation of the section of Doug Hollow Road as proposed by you, nor to the development of the tracts owned by Lake Keowee Investors, Inc.

Sincerely,

A handwritten signature in cursive script that reads "Harry I. Rivers, Jr." The signature is written in dark ink and is positioned above the typed name.

Harry I. Rivers, Jr.



STATE OF SOUTH CAROLINA
COUNTY OF GEORGE

317

2 Precinct, Keowee District

KNOW ALL MEN BY THESE PRESENTS THAT MIA MAE KELLEY,

BLANCKE E. GRANT, JOSEPH E. KELLEY and JONIE GALEBREATH KELLEY,
CLYDE W. KELLEY and ALICE WOODS KELLEY, VIRGINIA KELLEY, BESS E.
MAULDIN, JAMES L. KELLEY and EDWINE FOSTER KELLEY, GRAVY W.
KELLEY and DOXTS BEAL KELLEY, WYMAN F. GIBSON, SAMUEL R. KELLEY
and ANNETTA KING KELLEY, and MARY E. KIRBY, hereinafter called
"Grantor", in consideration of the sum of Ten (10.00) Dollars
and other good and valuable considerations, as Grantor in hand
paid, the receipt whereof is hereby acknowledged, has granted,
conveyed, sold and released, and by these presents does grant,
convey, sell and release unto CRESCENT LAND & TIMBER CORP.,
a corporation organized under the laws of the State of South
Carolina, hereinafter called "Grantee", all those certain tracts
of land lying and being in Seneca Township, George County, South
Carolina, more particularly described as follows:

FIRST PARCEL: BEGINNING at a point in the westerly
line of the South Carolina Land & Timber Corp. (formerly
J. J. Norton, Jr.) property, said point being N 00-46 E
676.6 ft. from the intersection of said property line
and the center line of S. C. Hwy. No. 161 and thence
thence with the South Carolina Land & Timber Corp.
(formerly J. J. Norton, Jr.) property seven courses and
distances as follows: (1) N 00-46 E 133.5 ft.; (2) N 32-
23 E 216.5 ft.; (3) S 82-25 E 84.0 ft.; (4) S 80-26 E
156.8 ft.; (5) S 63-15 E 120.0 ft.; (6) S 65-42 E 197.4
ft.; and (7) S 12-12 E 83.3 ft.; thence the following
courses and distances with contour at elevation 800 feet
above mean sea level, U.S.C.S. datum: S 87-23 W 27.2
ft.; S 78-08 W 72.3 ft.; S 97-26 W 51.5 ft.; S 70-05 W
82.1 ft.; S 87-33 W 60.7 ft.; S 79-10 W 17.7 ft.; S 34-
07 W 161.7 ft.; S 62-13 W 55.2 ft.; S 30-53 W 131.5 ft.;
S 09-14 W 93.5 ft.; S 10-40 E 94.9 ft.; S 17-05 E 110.1
ft.; S 1-48 W 124.3 ft.; S 19-23 E 83.1 ft.; S 09-40 E
98.1 ft.; S 74-31 W 61.5 ft.; S 63-25 W 125.4 ft.; S 43-
09 W 37.5 ft. to the BEGINNING, containing 4.17 acres,

SECOND PARCEL, BEGINNING at a point in the westerly line of the South Carolina Land & Timber Corp. (formerly J. J. Horton, Sr.) property, said point being N 00-44 E 11.0 ft. from the intersection of said property line and the center line of S. C. Hwy. No. 183 and runs thence with said property line N 00-44 E 15.0 ft.; thence the following courses and distances with contour at elevation 800 feet above mean sea level, U.S.C.S. datum: S 78-53 E 28.3 ft.; S 77-30 W 10.7 ft. to the BEGINNING, containing 0.01 acre.

The above two tracts containing a total of 4.18 acres are shown on print dated December 13, 1965, marked P52a No. 8-465, copy of which is attached hereto and made a part hereof; SEE PLAT BOOK P-27, PAGE 253

And for the consideration above set out, Granted hereby grants, bargains, sells and releases unto Grantee, its successors and assigns, the following rights, privileges and easements:

The right, privilege and easement of backing, ponding, raising, flooding or diverting the waters of the Kowee River and its tributaries in, over, upon, through or away from any portion of the lands of the Grantee not conveyed in fee by this instrument, lying below elevation 810 feet, whenever and to whatever extent deemed necessary or desirable in connection with, as a part of, or incident to the construction, operation, maintenance, repair, siting or explosion of a dam and electric power plant to be constructed across the Kowee River, the top of the floodways on top of the spillway of said dam to be at an elevation not to exceed 480 feet above mean sea level, U.S.C.S. datum; together with the right at any time and from time to time to clear the portion of said land between elevations 800 feet and 810 feet above mean sea level, U.S.C.S. datum, of underbrush and other growth, and to drain and otherwise treat said portion of said land in any manner deemed necessary or desirable by Crescent Land & Timber Corp. in connection with the construction, maintenance and operation of the dam and power plant above referred.

to and of the reservoir or lake created or to be created by said, provided, however, that ^{Crosscut} ~~Grantor~~ ~~Woodman Land & Timber Corp.~~ shall not cut merchantable timber except within a ten foot strip, measured horizontally, adjoining the 400-foot contour, and with the further right to ^{Crosscut} ~~Grantor~~ ~~Woodman Land & Timber Corp.~~ for a right of way over the portion of said land above contour elevation 600 feet above main sea level, U.S.C.T. datum, for the purpose of access to the property conveyed, said right of way to be over such roads as are now or as hereafter may be on said land, and in case there is no road on the land which ^{Crosscut} ~~Grantor~~ ~~Woodman Land & Timber Corp.~~ can use at the time it desires such use, ^{Crosscut} ~~Grantor~~ ~~Woodman Land & Timber Corp.~~ shall have the right to locate, construct and use such roads across said lands for such purposes.

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

TO HAVE AND TO HOLD, the aforesaid tracts or parcels of land, flood easement and other rights and privileges above described, and all privileges and appurtenances thereto belonging, to the said ^{Crosscut} ~~Grantor~~ ~~Woodman Land & Timber Corp.~~, its successors and assigns, to use and their only use and behoof forever, except that Grantor reserves the right of ingress and egress over the above described tracts of land below an elevation of 600 feet during periods of low water for access to the lake to be formed by the dam above referred to.

And the Grantor does hereby bind Grantor and Grantor's heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the Grantee hereinabove

named, and the Grantor's successors and assigns against the Grantor
Grantor's heirs and assigns, and against every person who hereafter
lawfully claiming or to claim the same or any part thereof.

WITNESS Grantor's hand and seal, this 16th day of
March in the year of our Lord 1956 and in the 190th
year of the Independence of the United States of America.

Edwina Porter Kelley (SEAL) Ola Mae Kelley (SEAL)
Edwina Porter Kelley Ola Mae Kelley

Charles M. Kelley (SEAL) Bionche K. Grant (SEAL) ✓
Charles M. Kelley Bionche K. Grant

Doris Neal Kelley (SEAL) Joseph E. Kelley (SEAL)
Doris Neal Kelley Joseph E. Kelley

Sarah E. Gibson (SEAL) Joyce Goldsmith Kelley (SEAL) ✓
Sarah E. Gibson Joyce Goldsmith Kelley

Samuel M. Kelley (SEAL) ✓ Clyde M. Kelley (SEAL) ✓
Samuel M. Kelley Clyde M. Kelley

Arceata King Kelley (SEAL) Alice Moore Kelley (SEAL) ✓
Arceata King Kelley Alice Moore Kelley

Virginia Kelley (SEAL) ✓
Virginia Kelley

✓ Edna R. Mauldin (SEAL) ✓
Edna R. Mauldin

James L. Kelley (SEAL)
James L. Kelley

Signed, Sealed and Delivered
in the Presence of:

David B. Lewis
Edward H. Hamilton

Mary K. Kirby (SEAL)
Mary K. Kirby

Signed, Sealed and Delivered
in the Presence of:

Howard H. Howell

STATE OF SOUTH CAROLINA

COUNTY OF

PERSONALLY appeared before me Edward H. Austin

and made oath that he saw the within named OIA MRS KELLEY, BLANCH K. GRANT, JOSEPH K. KELLEY, JOYCE SAUSSECK KELLEY, CLIDE K. KELLEY, ALICE MOORE KELLEY, WINOBYA KELLEY, EDNA R. BRIDEN, JAMES L. KELLEY, EDALINE PORTER KELLEY, GRADY M. KELLEY, LORIS BEAL KELLEY, SARAH P. GIBSON, SAMUEL R. KELLEY and ANNETTE KING KELLEY, sign seal and as their act and deed deliver the within written deed, and that he with Samuel R. Kelley witnessed the execution thereof.

SWORN to before me this 5th day of March, 1968.
Samuel R. Kelley
Notary Public

Edward H. Austin

STATE OF SOUTH CAROLINA

COUNTY OF Richland

PERSONALLY appeared before me Sara J. Howell

and made oath that she saw the within named MARY E. BENT sign seal and as her act and deed deliver the within written deed, and that she with Alton E. Fulmer witnessed the execution thereof.

SWORN to before me this 16th day of March, 1968.
Alton E. Fulmer
Notary Public

Sara J. Howell

STATE OF SOUTH CAROLINA)
COUNTY OF DOCKER)

RENUNCIATION OF DOWER

I, Edward H. Weinstein, Notary Public of S.C., do hereby certify:
Into all which I may concern, that Mrs. Joyce Gibbreath Kelley, the wife of the
within-named Joseph E. Kelley, Mrs. Alice Moore Kelley, the wife of the within-
named Clyde M. Kelley; Mrs. Edeline Perrier-Kelley, the wife of the within-
named James L. Kelley, Mrs. Doris Neal Kelley, the wife of the within-named
Grady W. Kelley; and Mrs. Arnette King Kelley, the wife of the within-named
Samuel R. Kelley, 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 Croad and
Land & Timber Corp., its successors and assigns, all her interest and equity,
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 March, Anno Domini

1958,
Edward H. Weinstein
Notary Public of South Carolina

Joyce Gibbreath Kelley
Alice Moore Kelley
Edeline Perrier Kelley
Doris Neal Kelley
Arnette King Kelley