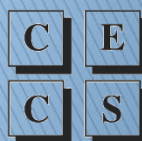


I-85 Design- Build Project CSX Railroad Bridge at Conway Black Road

Spartanburg County,
SC

PRELIMINARY UTILITY REPORT

JANUARY 2016



Civil Engineering
Consulting Services, Inc.



PRELIMINARY UTILITY REPORT

TO: Brad Reynolds, P.E., SCDOT Program Manager
Derek Staton, P.E., Transystems

FROM: Theresa Hodge, P.E., CECS

DATE: December 14, 2015

PROJECT: I-85 Design Build
CSX Railroad Bridge over I-85 at Conway Black
Project ID 0040692
Spartanburg County
CECS 5414

SUMMARY OF UTILITY COORDINATION MEETING

On October 14th, CECS held a joint utility coordination meeting with ICE to discuss the I-85 Design Build Project. This utility meeting was the regularly scheduled Spartanburg UCC meeting held at SCDOT Spartanburg Office located at 8890 Fairforest Road.

MEETING PURPOSE:

This meeting was scheduled to discuss with the Utility providers the upcoming I-85 Mile Marker 80-95 design build project and the associated CSX bridge replacement project which is part of the design build package.

Ms. Hodge had previously sent out information to Duke Energy, Spartanburg Water, AT&T and Piedmont Natural Gas on September 9th regarding the CSX bridge replacement design. All utility providers in the area of the CSX bridge replacement project were present at the October 14th meeting.

Fred Kicklighter and Gus Kretschmer (ICE - Design Build Prep Team) gave an overview of the I-85 design build project and requested that utility providers give additional information to the prep team regarding prior rights and estimated utility cost for relocations.

The following schedule was given:

January 2016 SCDOT advertise the project for Design Build
October 2016 SCDOT awards the project

Ms. Hodge (CECS) noted that she was coordinating the effort with respect to the CSX bridge construction and that the construction of this bridge was to be the first item started with the design build project.

In order to facilitate the construction of the bridge, CECS would be requesting tentative relocation plans for this portion of the project.

She requested that this information be provided by mid-November.

After a lengthy discussion with all individual utility providers, the meeting adjourned.

Outstanding Issues for Utility Providers

- Determine prior rights
- Determine relocation corridors
- Provide information for SCDOT with respect to the CSX railroad conflicts only

INITIAL ASSESSMENT

AT&T Telephone

AT&T owns and maintains underground fiber lines along the left side (south bound side) of existing I-85. These fiber lines will not be in conflict with the construction of the new CSX railroad project. The lines will be in conflict with the proposed I-85 project.

AT&T also owns and maintains an aerial fiber line that crosses the CSX track at the existing Conway Black bridge. This line will be in conflict with the new proposed location of the CSX rail line.



AT&T does not claim prior rights.

Charter Telephone

Charter Communications is located in the vicinity of the project; however, they have no conflicts with the CSX project.

Spartanburg Water Water

Spartanburg Water owns and maintains a 16" water line along the left side of Dewberry Road. This line runs under the embankment of the existing CSX bridge between the abutment and the first bent. This line will be in conflict with the proposed CSX bridge.

Spartanburg Water does not claim prior rights.

Duke Energy - Transmission Electric

Duke Energy owns a 100kV transmission line that crosses I-85 at the CSX railroad. This line does not appear to be in conflict with the proposed CSX railroad construction. However, coordination with Duke needs to occur with respect to the proposed retaining walls for the bridge construction and the cul de sac with Conway Black Road.

Duke Energy has prior rights.



Duke Energy - Distribution Electric

Duke Energy owns distribution poles along the right side of I-85 (North Bound) from Station 885+00 to 893+00. At approximate Station 893+00 the line crosses the interstate to the left side of Dewberry Road near the CSX railroad bridge. There are three poles that are in conflict with the construction of the proposed CSX railroad bridge.

Duke Energy has partial prior rights on these poles.

Piedmont Natural Gas Gas

Piedmont Natural Gas has a 4" plastic and 8" steel high pressure line in the project area. Both of these lines are in conflict with the proposed construction of the CSX bridge. In addition to the lines, a substation site is located on the Auriga Polymers site.

Piedmont Natural Gas has partial prior rights.

STATUS OF RELOCATION PLANS

Due to the nature of this project (Design Build), relocation plans will be the responsibility of the selected Design Build Team. Since this project is federally funded, any work that is reimbursed by the SCDOT will need to comply with Buy America.

ESTIMATED COST FOR RELOCATING UTILITIES

The estimate of cost to SCDOT for relocating the utility conflicts, as shown below, is for “**INFORMATION ONLY**”. Final costs will be submitted with the agreements. These costs do not include right-of-way acquisition costs.

UTILITY COMPANY	COST
AT&T	N/A
Piedmont Natural Gas	\$10,150,000*
Duke Energy Transmission	N/A
Duke Energy Distribution	\$50,000
Spartanburg Water	N/A
Charter	N/A
TOTAL	\$10,200,000

* Piedmont Natural Gas has claimed full prior rights. However, not all documentation was submitted for the entire route for prior rights. It is the opinion of the CECS that not all the gas line will qualify for reimbursement by the SCDOT. Estimated cost for prior rights information submitted would be approximately \$3,000,000 to \$5,000,000

RECOMMENDATIONS FOR EARLY RELOCATIONS

Spartanburg Water, Piedmont Natural Gas, and Duke Energy Distribution must relocate before bridge construction can begin on the north abutment and the 1st interior bent.

IN CONTRACT SERVICES

Not applicable.

UTILITY CONTACT INFORMATION

Gas	Telephone
Piedmont Natural Gas	AT&T
4720 Piedmont Row Drive	100 Belton Drive
Charlotte, NC 28210	Spartanburg, SC 29301
Jason Brown 704-731-4098 404-472-4808	864-573-4016
Jason.brown@piedmontng.com	mn5627@att.com
WATER	TELICS (ENGINEERS FOR AT&T)
Spartanburg Water	AT&T
175 North Liberty Street	810 DUTCH SQUARE CENTER
Spartanburg, SC 29306	COLUMBIA SC 29210
Kevin Smith 864-580-5649	GRIER MAGNUM: 803-462-4630 / 803-409-9905
Ksmith@ses-ssd.org	telicsroadmove@gmail.com
Power - Transmission	Telephone
Duke Energy	Charter
526 South Church Street	110 Commercial Road
Charlotte, NC 28202	Spartanburg, SC 29303
Jeremy Sabo 704-382-8396	Larry Camp 864-449-8850
Jeremy.sabo@duke-energy.com	Larry.camp@charter.com
Power - Distribution	
Duke Energy	
808 Duncan Reidville Road	
Duncan, SC 29334	
Stephen Ratliff 864-316-2748	
Carlos Gittens (KCI) 864-252-0022	
Stephen.ratliff@duke-energy.com	
Carlos.Gittens@kci.com	

UTILITY RELOCATION ASSESSMENT FOR PROPOSED CSX BRIDGE I-85

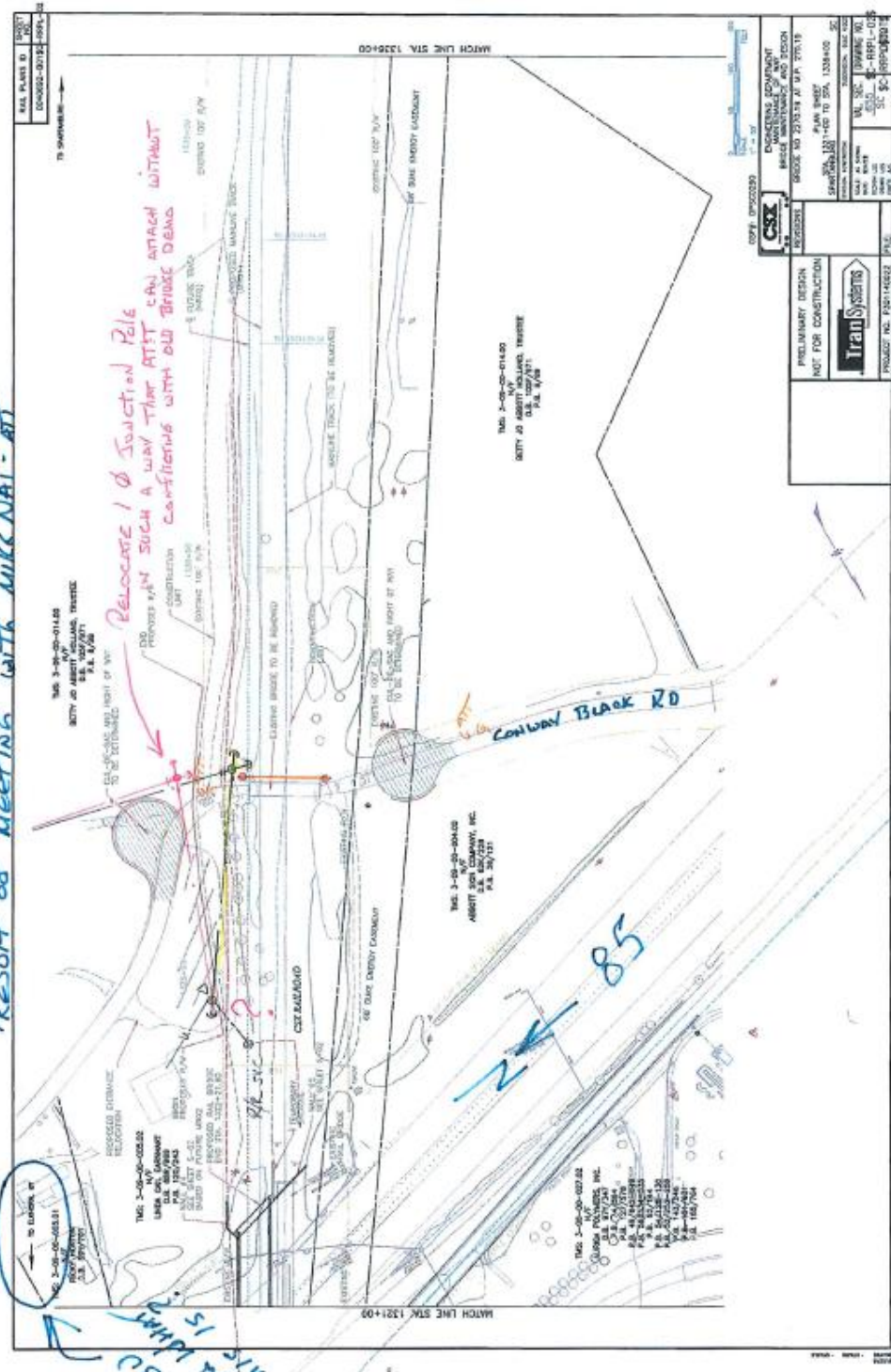
AT&T
Telephone

AT&T will leave their lines in place along the southbound side of I-85 for the CSX project. The lines will have to be relocated for the I-85 project.

AT&T will work with Duke Energy to relocate the pole on the north side of Conway Black to avoid the proposed realigned tracks for CSX. AT&T will remain aerial.

It is anticipated that work performed will be at "No Cost" to the SCDOT.

Result of Meeting with MIKE NAT - AT



THIS 3-29-20-014.02
 CITY OF SPARTANBURG, SOUTH CAROLINA
 U.S. 87/871
 U.S. 87/871

RELOCATE 1 Ø JUNCTION POLE
 SUCH A WAY THAT ATST CAN ATTACH
 WITHOUT COMPROMISE WITH OLD BRIDGE DEBIS

DO NOT KNOW THIS IS

THIS 3-29-20-014.02
 CITY OF SPARTANBURG, SOUTH CAROLINA
 U.S. 87/871
 U.S. 87/871

THIS 3-29-20-014.02
 CITY OF SPARTANBURG, SOUTH CAROLINA
 U.S. 87/871
 U.S. 87/871

THIS 3-29-20-014.02
 CITY OF SPARTANBURG, SOUTH CAROLINA
 U.S. 87/871
 U.S. 87/871

CSX TRANSPORTATION 10000 WOODBRIDGE AVENUE WOODBRIDGE, VA 22191	
PROJECT NO. 1321-0022-014.02	
PRELIMINARY DESIGN NOT FOR CONSTRUCTION	
PROJECT NO. 1321-0022-014.02	
DATE: 03/29/20 DRAWN BY: [blank] CHECKED BY: [blank] IN CHARGE: [blank]	SCALE: AS SHOWN SHEET NO. 1321-0022-014.02-01 TOTAL SHEETS: 01

Charter
Telephone

Charter Communications has no conflicts with the CSX project.



December 23, 2015

Civil Engineering Consulting Service, Inc.
2000 Park Street Suite 201
Columbia SC 29201
ATTN: Theresa Hodge
RE: I-85 CSX Bridge Replacement

Dear Theresa

Per our phone conversation regarding the CSX bridge replacement over I-85 at Conway Black Rd. we should not be effecting the new construction at that location. We currently do not have any line on either side of I-85 or Conway Black Rd.

With that being said please except this letter as Charter Communication No Conflict no cost letter.

Please feel free to call me at (864) 449-8850 or (864) 598-0817 if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry E. Camp", written over a horizontal line.

Larry E. Camp
Construction Coordinator

Spartanburg Water
Water

Spartanburg Water will relocate a portion of their 16" water line between Station 891+00 to 898+00. The new alignment will be approximately 4' inside the pavement on the left side of existing Dewberry Road. When crossing under the CSX bridge, the line will be 10 feet from the first interior bent toward I-85. The reason for the lengthy relocation is the fact that the new Dewberry Road will have a retaining wall located between Station 894+00 and Station 898+00.

It is anticipated that work performed will be at "No Cost" to the SCDOT.

THE COMMISSION OF PUBLIC WORKS
OF THE CITY OF SPARTANBURG, SC

Linda P. Bilanchone
Horace C. Littlejohn, Jr.
John D. Montgomery

Sue G. Schneider, Chief Executive Officer
Rebecca F. West, Chief Operating Officer
G. Newton Pressley, Chief Financial Officer



SPARTANBURG SANITARY SEWER
DISTRICT COMMISSION

Barbara J. Barnes
Linda P. Bilanchone
Louie W. Blanton
Horace C. Littlejohn, Jr.
A. Manning Lynch, Jr.
John D. Montgomery
Junie White

December 11, 2015

Ms. Theresa H. Hodge, P. E.
Director of Utilities
Civil Engineering Consulting Services, Inc.
2000 Park Street Suite 201
Columbia, SC 29201

Re: I-85 Widening Water Relocations
Spartanburg Water Project No: W150411
CSX Railroad Conflicts

Dear Ms. Hodge:

Please accept this letter as notification of Spartanburg Water's intent to relocate the existing 16" waterline under the CSX Railroad at the Auriga Polymer site, as shown on the attached sketch. The relocation at the proposed location is contingent upon the approval of the SCDOT, CSX, and other utilities in the area, as well as any available relocation options outside of the SCDOT right-of-way in this area. Spartanburg Water also intends to verify the location and depth of the 16" waterline by potholing, thereby allowing the actual location of the waterline in this area to be shown on the railroad bridge/I-85 widening plans.

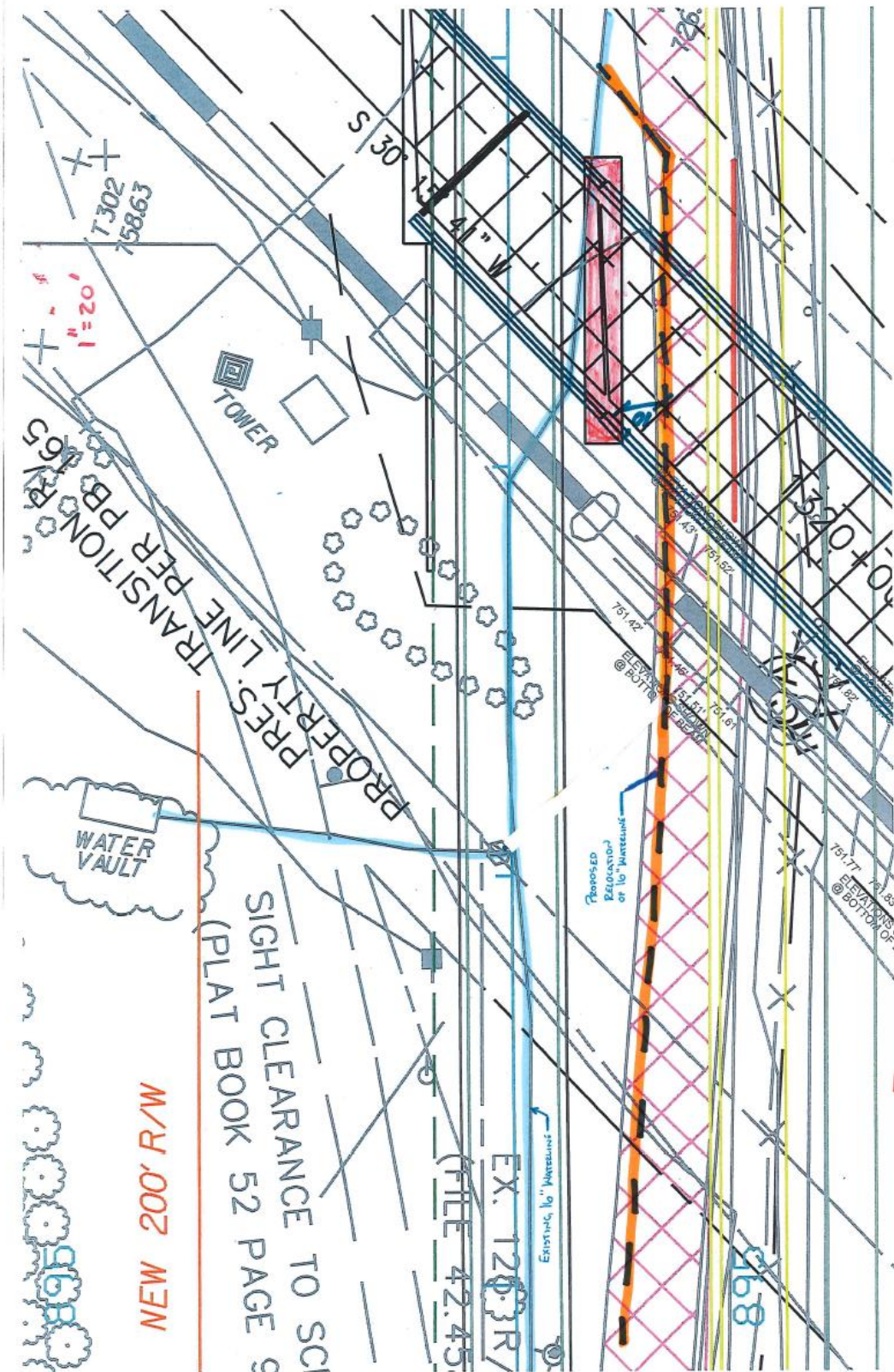
Sincerely,

SPARTANBURG WATER

A handwritten signature in blue ink that reads "Kevin D. Smith".

Kevin D. Smith, P.E.
Project Engineer

Enclosures: As noted



**Duke Energy - Transmission
Electric**

The Duke Energy Transmission line does not appear to be in conflict with the proposed CSX railroad construction. However, coordination with Duke needs to occur with respect to the proposed retaining walls for the bridge construction and the cul de sac with Conway Black Road.

The selected Design Build Contractor should coordinate.

Theresa Hodge

From: Sabo, Jeremy M [Jeremy.Sabo@duke-energy.com]
Sent: Wednesday, November 18, 2015 7:14 AM
To: 'hodgeth@cecsinc.com'
Cc: Hurst, Roger D
Subject: SCDOT I-85 MM 80-96 at CSX Crossing.
Attachments: image001.jpg

Theresa,

After review it has appears that the Hystron 100kV Duke Transmission line that crosses I-85 at the CSX crossing near Exit 80 will should not be in conflict. This is as long as all construction will be on the north side of the current RxR bridge. Please respond to this email confirm this. Also please let me know if you know of any potential conflicts in the future on this project.

Thanks
Jeremy

Jeremy Sabo

Carolinas West Transmission Line Engineering

Office: 704-382-8396

Jeremy.Sabo@duke-energy.com

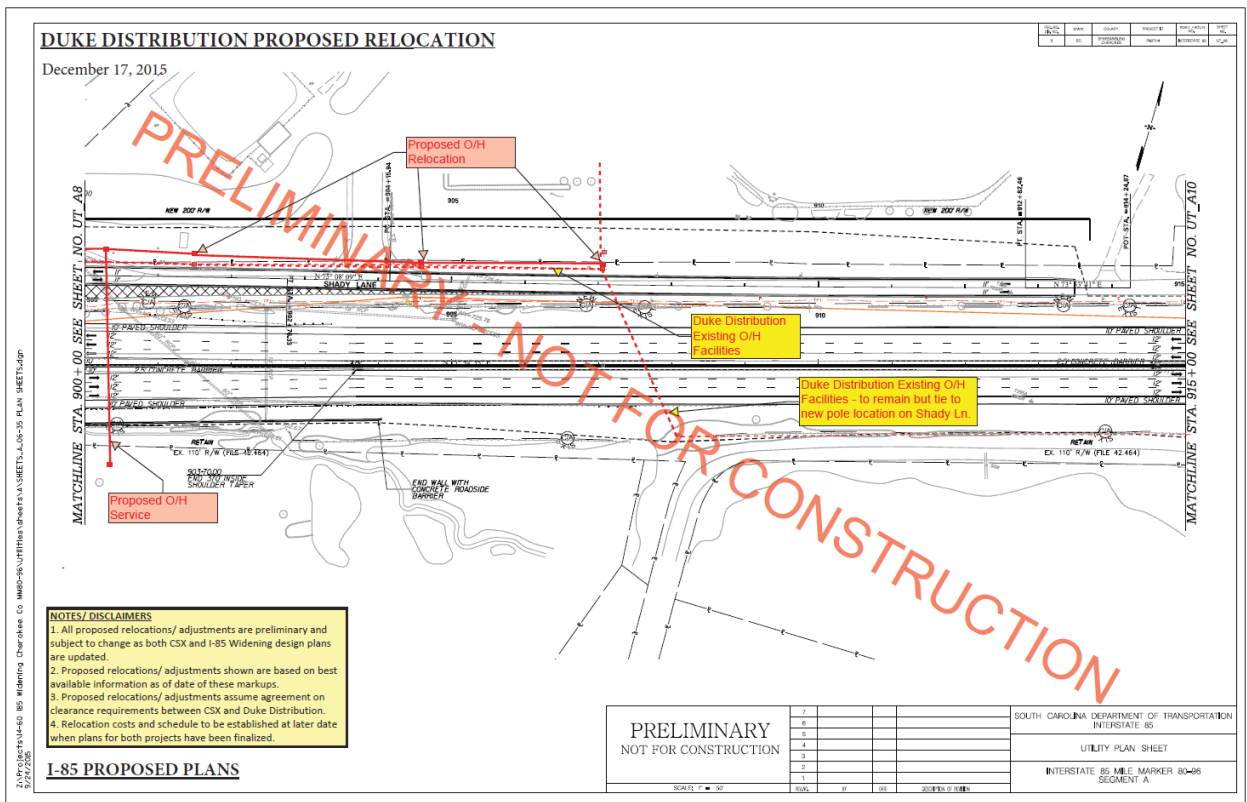
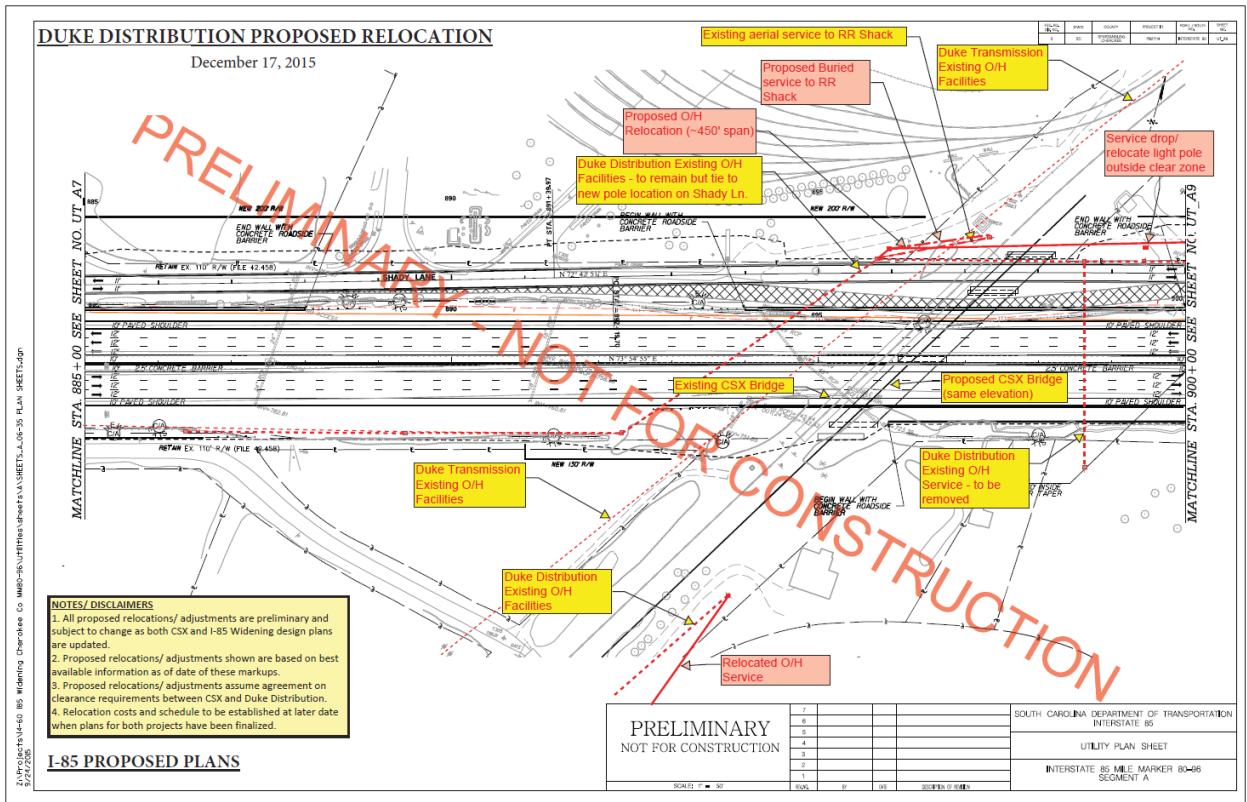
www.duke-energy.com

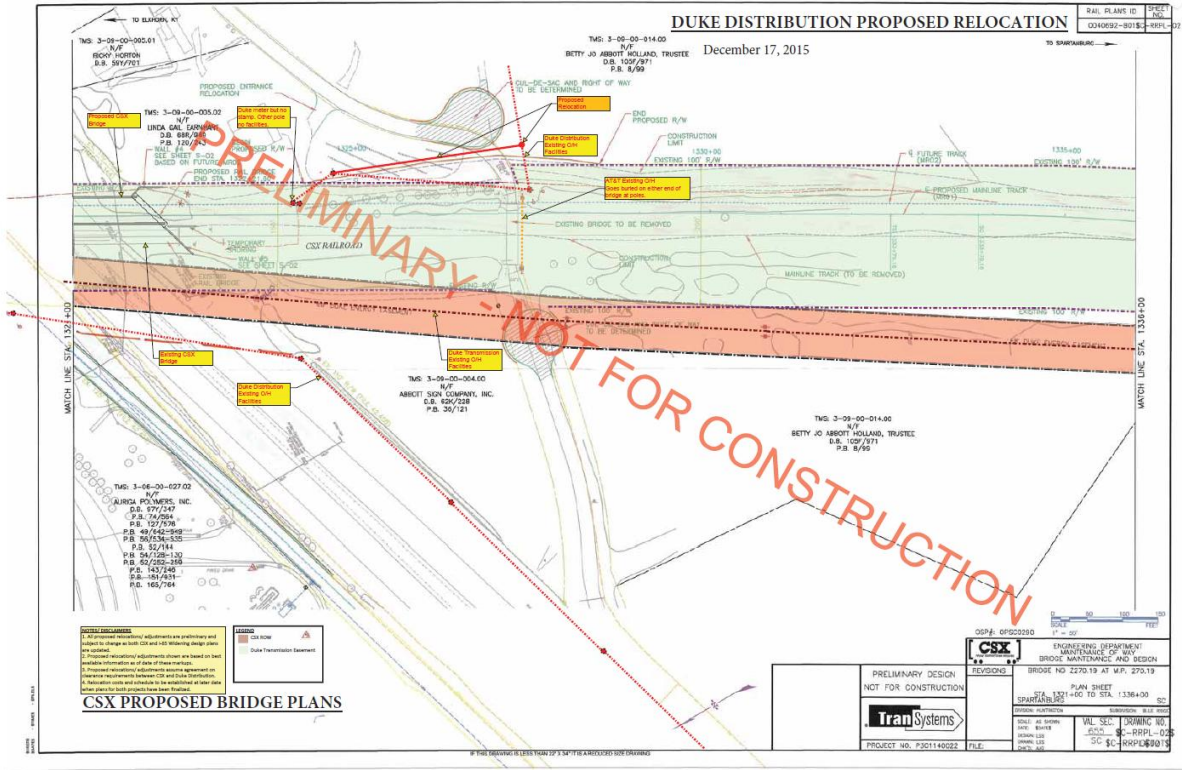
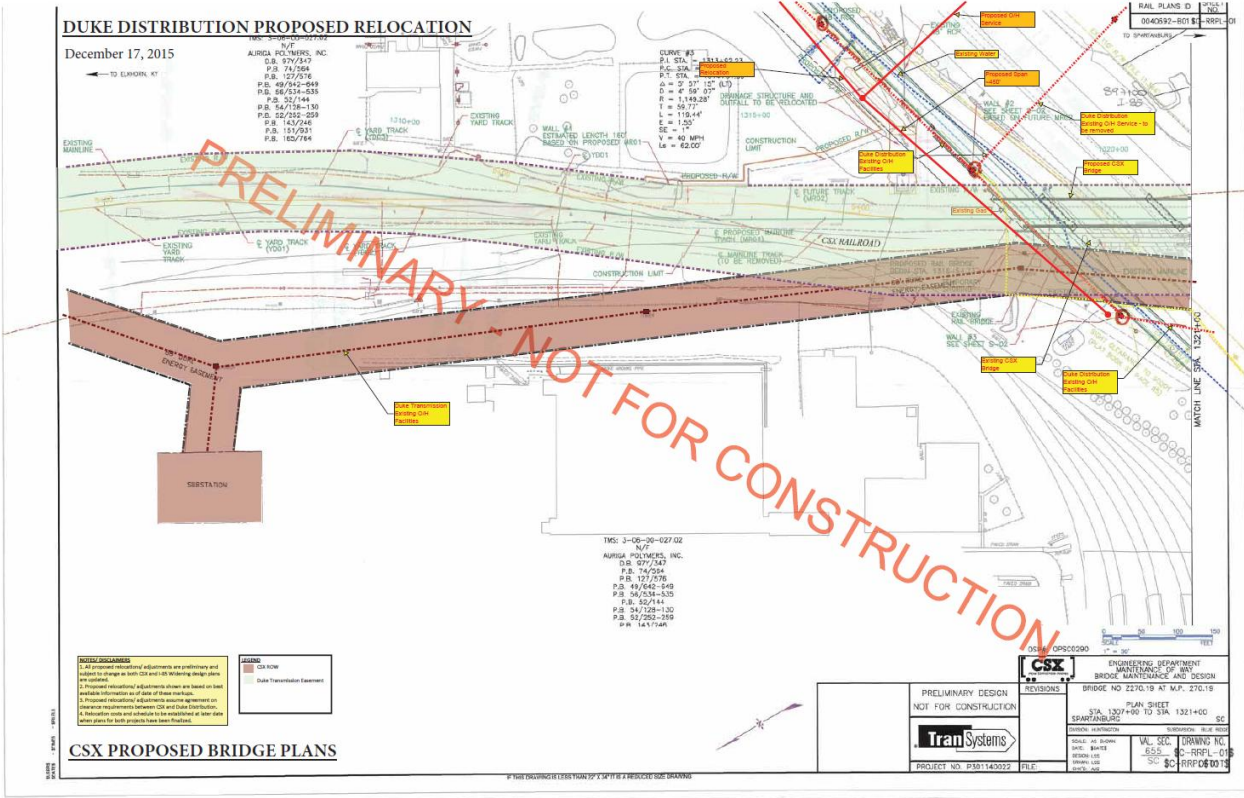


Duke Energy - Distribution
Electric

Duke Energy has three poles that are in conflict with the proposed CSX bridge construction. Two options were evaluated for constructability by Duke. The preferred option is the longer span location which would pull the distribution lines away from the bridge construction.

In addition, Duke will need to set a new pole at the north cul de sac of Conway Black Bridge to serve as the pole for the aerial crossing for AT&T.





Piedmont Natural Gas **Gas**

Piedmont Natural Gas has a 4" plastic distribution and 8" steel high pressure line in the project area. Both these lines are in conflict with the proposed construction of the CSX bridge and associated wing walls. In addition to the lines, a substation site is located on the Auriga Polymers site.

Piedmont Natural Gas (PNG) has partial prior rights, based on the information provided. Prior rights were established for the 8" line along I-85 from the railroad crossing to the Pacolet River and for the substation site on the Auriga Polymer Site.

PNG has proposed to relocate both the high-pressure line and the distribution on new alignment. This relocation, in the opinion of CECS, is not totally necessary due to the I-85 project nor the CSX bridge relocation. The high pressure gas main running west from the Substation site to S-57 does not appear to have prior rights. Therefore, portions of this relocation should be funded by PNG. Based on CECS's review of the relocation, CECS would estimate that approximately \$3,000,000-\$5,000,000 would be the cost of the SCDOT portion of the necessary relocation.



Jason A. Brown
 Engineering Project Manager
 4720 Piedmont Row Drive
 Charlotte, NC 28210

December 22, 2015

Theresa H. Hodge, P.E.
 Director of Utilities
 Civil Engineering Consulting Services, Inc.
 2000 Park Street, Suite 201
 Columbia, SC 29201

**Subject: SCDOT Interstate 85 Segment A & Conway Black Railroad
 Piedmont Natural Gas Pipeline Relocation
 Spartanburg, SC**

Dear Ms. Hodge,

Please see the estimate below for the relocation of Piedmont Natural Gas (PNG) facilities located adjacent to I-85 and Conway Black Railroad. See attached drawings for details on relocation.

This estimate is +/- 30%, there would be a true up to actual costs with SCDOT upon completion of the work.

I-85 Spartanburg Widening Line 379		
Activity	Pipeline Total	Station Total
Internal Engineering & Construction Management	\$300,000.00	\$300,000.00
External Engineering	\$200,000.00	\$189,000.00
Land Services	\$450,000.00	\$15,000.00
Construction Review - Pipeline	\$2,150,000.00	\$45,000.00
Field Inspection & Testing	\$1,000,000.00	\$95,000.00
Major Equipment & Materials	\$1,150,000.00	\$355,000.00
SoD Total	\$8,000,000.00	\$1,560,000.00
Total Project Cost +/- 30%		\$10,150,000.00

P.O. Box 33058 • Charlotte, North Carolina 28233
piedmontng.com



Due to the new proposed railroad trestle and the widening of SCDOT right-of-way along I-85 the relocation of this 8" pipeline was proposed around the north side of the Auriga Polymers. The existing 8" pipeline that runs parallel to I-85 and the Auriga Polymers metering station are both on PNG easements. See attached agreements for details.

If you have any questions please feel free to contact me at 704-731-4681 or jason.brown@piedmontng.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "JAB", with a long horizontal flourish extending to the right.

Jason A. Brown

Attachments:

1. Agreement 379 SPAR 032_000
2. Agreement 379-SPAR-033_000
3. PNG Drawing – Line 379 Relocation

BGH:epb
10/25/65

LINE 379

Line No. C. to
R/W No. 39

RECORDED
S.M.C.
NOV 10 - 8 PM 2 13
SPARTANBURG CO.

379-SPAR-032_000 RIGHT OF WAY AGREEMENT
STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Know all men by these presents that for and in consideration of the sum of \$10.00 and other valuable considerations, paid to Hercules Powder Company, a Delaware corporation with offices at Hercules Tower, 910 Market Street, Wilmington, Delaware, 19899 (hereinafter designated Grantor), the receipt of which is hereby acknowledged, the Grantor hereby bargains, sells and conveys unto Piedmont Natural Gas Company, Inc., (hereinafter designated Grantee), and its successors and assignees, upon the terms and conditions herein contained, a right-of-way ten (10) feet in width, five (5) feet on each side of a centerline hereinafter described, and easement for the purposes of laying, constructing, maintaining, operating, repairing, altering, replacing and removing a pipe line (with valves, regulators, meters, fittings, appliances, tie-overs, pipe line markers, corrosion control equipment, and appurtenant facilities) for the transportation of gas under, through and across a portion of lands of Grantor situate in School District No. 3, Spartanburg County, South Carolina, conveyed to Grantor by the deed recorded in Book 31G, page 572, in the office of the Registrar of Meane Conveyances of Spartanburg County, and described as Tracts numbers 1, 1A, 3 and 4 according to plat recorded in Plat Book 49 Pages 642 through 649 of the R. M. C. Office of Spartanburg County, South Carolina; the centerline of said right of way and easement being situate at and along the location on said lands of Grantor shown in red on Exhibit "A" dated October 25, 1965, attached hereto and by this reference made a part hereof;

Together with the right of way and easement to construct, maintain, operate, repair, alter, replace or remove and enclose with a fence, a meter

675

station, thirty-five feet by twenty-five feet in dimension, on the surface of Grantor's lands at the location shown on said Exhibit "A";

Together with the right of ingress and egress to and from the area specifically covered by this grant of easement over and across Grantor's lands within said area, Grantor's plant entrance road and other lands of Grantor adjacent to the westerly line of said plant entrance road;

Together with the right from time to time to cut all trees, branches and undergrowth on Grantor's lands that may injure, endanger or interfere with the construction, operation, maintenance and repair of said pipe line.

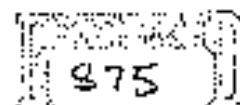
To have and to hold said right of way and easement unto said Grantee, its successors and assigns, until said pipe line be constructed and so long thereafter as such pipe line is maintained upon said land, unless this agreement be sooner terminated as hereinafter provided.

Grantee agrees to bury all pipes to a minimum covered depth of thirty-six (36) inches below the surface of the ground so as not to interfere with cultivation of the soil or construction or improvements on Grantor's lands.

Grantee further agrees not to install any above ground facilities without the prior written permission of Grantor.

Grantee further agrees to pay for all damages as may arise to growing crops, timber, fences, roads, pipe lines and other property from the construction, maintenance and operation of said pipe line and Grantee agrees to reseed the area damaged by the installation of said pipe line, water station and facilities.

After the construction of said pipe line and after making any repairs to the same, Grantee shall, at no expense to Grantor, promptly return the premises to the same state and condition in which they were formerly.

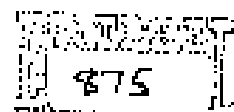


Grantee shall perform all work in a careful and workmanlike manner and shall keep its pipe line, meter station and other facilities on Grantor's lands in good condition and repair. Said pipe line and meter station and other facilities of Grantee shall be constructed on Grantor's lands and thereafter maintained and operated in such manner as to cause no interference with or obstruction to the use of access and plant roads to and upon Grantor's lands and premises and to cause no interruption or impairment of water, electric power, telephone or other utility services for Grantor's lands and premises.

This agreement and the rights hereby granted to Grantee are made subject to easements, licenses and any rights of use or occupation, if any, existing at the date hereof.

Grantor hereby reserves to itself, its successors and assigns, all rights fully to use and enjoy the lands and premises covered by the right of way and easement herein granted to Grantee, including, but not limited to, the right to erect, construct, maintain, inspect, operate, use, replace, repair, remove and patrol roads, walks, streets, fences, pipe lines, utility lines, process lines, sewers, drainage ditches and railways and otherwise use said lands and premises, provided such use shall not substantially interfere with the rights herein granted to Grantee, and provided further that Grantor shall not construct nor permit to be constructed any permanent building on or over the right of way and easement herein granted to Grantee. Grantor further agrees not to change the grade over Grantee's pipe line in any manner that will reduce the depth of said pipe line to less than the aforesaid minimum covered depth of thirty-six (36) inches.

If at any time during the period this agreement and the rights hereby granted to Grantee are in effect, Grantor should require the removal or relocation of the pipe line, meter station or other facilities of Grantee on the lands of Grantor, Grantee will, at Grantor's request and at the expense of



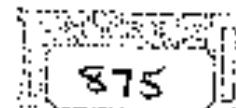
Grantor, remove and relocate Grantee's pipe line, meter station and other facilities as may be affected, provided Grantor shall furnish a suitable right of way for the new location. The terms and conditions of this agreement shall then apply to the pipe line, meter station and other facilities in their new location or locations on Grantor's lands.

In the event Grantee shall discontinue for a continuous period of one year the use of said pipe line or meter station or shall, for the same period, abandon the same, or shall fail to keep, observe and perform any covenant on its part herein contained, all rights hereby granted shall forthwith cease and terminate and Grantee shall, at its own cost and expense, thereupon remove said pipe line and meter station and restore said premises to the same state and condition they were in prior to the construction of said pipe line and meter station. Should Grantee in such event fail, neglect or refuse to remove said pipe line or meter station, such removal may be performed by Grantor at the expense of Grantee, which expense Grantee agrees to pay Grantor upon demand.

Grantee agrees that no delay on the part of Grantor in enforcing any of the conditions or covenants of this agreement or in terminating or revoking this agreement shall be construed to be or operate as a waiver of any of the rights of Grantor hereunder.

In using Grantor's land and in entering and continuing thereon, Grantee assumes all risk of damage to or loss of its property howsoever caused and agrees that Grantor shall not be liable for any loss or damage thereto.

Grantee does hereby agree to indemnify and save harmless Grantor from and against any and all suits, actions, agreements or demands whatsoever brought or asserted against Grantor founded upon or arising out of the construction, repair, maintenance, use, operation or existence of Grantee's pipe line, meter station or other facilities on Grantor's land, provided that written notice thereof is given Grantee within reasonable time after the assertion or



commencement thereof, which time shall not exceed such period as does not prejudice the ability of Grantee to investigate such claim or defend such action.

Grantee shall not transfer, assign or sublet this agreement or any right conferred by it without the prior written consent of Grantor, which consent shall not be unreasonably withheld.

This agreement shall enure to the benefit of and be binding upon Grantor and Grantee and, except as otherwise stipulated herein, their respective successors and assigns.

IN WITNESS WHEREOF this instrument is signed and sealed this 10th day of NOVEMBER, 1964.

WITNESSES:

A. Elizabeth Crowley
Carolyn M. Ross

W.C. Hudson
Richard J. Jones

HERCULES POWDER COMPANY (Seal)

By J.R. [Signature]
Vice President

By [Signature]
Assistant Secretary

PIEMONTE NATURAL GAS COMPANY, INC. (Seal)

By [Signature]
President

By [Signature]
Secretary

7-53986

APPROVED
Kenneth M. [Signature]
Board of Directors
Piedmont Natural Gas Company, Inc.

875

STATE OF DELAWARE
COUNTY OF NEW CASTLE

Personally appeared before me P. E. LITTLEFIELD, Clerk
who being duly sworn says that he saw J. R. L. LINDSEY, JR. as
Vice President of Hercules Powder Company and E. C. STUMP
as Assistant Secretary of said corporation, sign, affix the corporate seal and
as the act and deed of said corporation deliver the foregoing instrument for
the purposes therein mentioned and that he with JEROME H. ROSS
witnessed the execution thereof.

Sworn to before me this 17 day of NOVEMBER, 1965 A. Elizabeth Cusby
(Witness)

[Signature]
Notary Public of Delaware
My Commission Expires April 12, 1967

STATE OF North Carolina
COUNTY OF Wake

Personally appeared before me [Signature]
who being duly sworn says that he saw [Signature] as
President of Piedmont Natural Gas Company, Inc. and [Signature]
[Signature] as Secretary of said corporation, sign,
affix the corporate seal and as the act and deed of said corporation deliver
the foregoing instrument for the purposes therein mentioned and that he with
[Signature] witnessed the execution thereof.

Sworn to before me this 20 day of December, 1965 [Signature]
(Witness)

[Signature]
Notary Public of North Carolina
My Commission Expires April 12, 1967

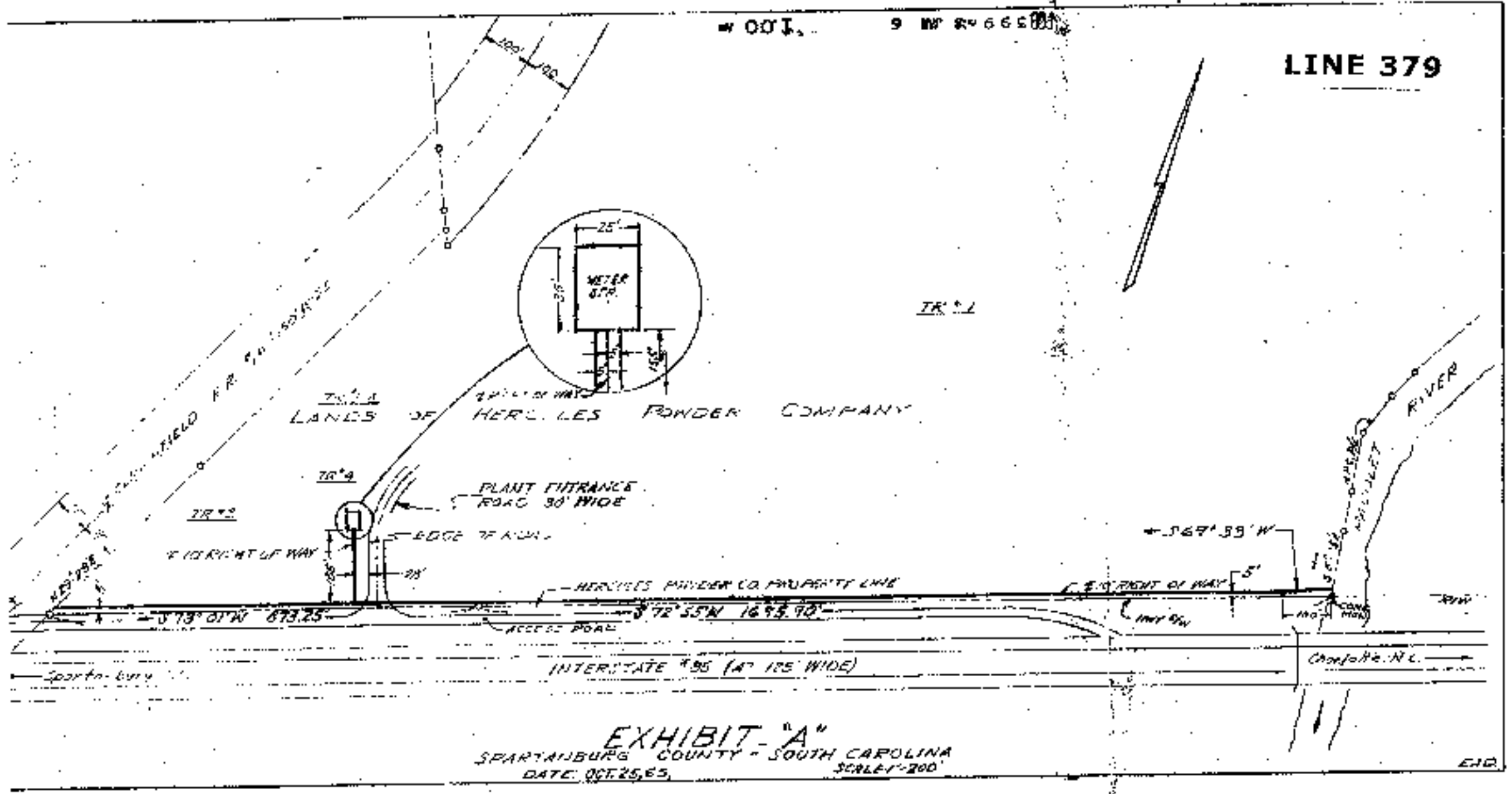
STATE OF SOUTH CAROLINA
SPARTANBURG COUNTY COURT OF COMMON PLEAS

I certify that this instrument was filed for record in my office at
 o'clock M. on the day of
 19 and recorded on Page of
 Book No. in my office.

Witness my signature and seal of office this day of
 19 .

 Clerk

RECORDED
875



LINE NO. C TO C
R/W NO. 39

379-SPAR-033_000

RIGHT OF WAY AGREEMENT

Line 379

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

36686

SPARTANBURG, S.C.
R.M.C.

1987 FEB - 2 PM 5:19

RECORDED

KNOW ALL MEN BY THESE PRESENTS THAT FOR AND IN CONSIDERATION OF THE SUM OF \$10.00 AND OTHER VALUABLE CONSIDERATIONS, PAID TO HYSIRON FIBERS, INC. (HEREINAFTER DESIGNATED GRANTOR), THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE GRANTOR HEREBY BARGAINS, SELLS, AND CONVEYS UNTO FIEDMONT NATURAL GAS COMPANY, INC., (HEREINAFTER DESIGNATED GRANTEE), AND ITS SUCCESSORS AND ASSIGNEES, UPON THE TERMS AND CONDITIONS HEREIN CONTAINED, A RIGHT OF WAY TEN (10) FEET IN WIDTH, FIVE (5) FEET ON EACH SIDE OF A CENTERLINE HEREINAFTER DESCRIBED, AND EASEMENT FOR THE PURPOSES OF LAYING, CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, ALTERING, REPLACING AND REMOVING A PIPE LINE (WITH VALVES, REGULATORS, METERS, FITTINGS, APPLIANCES, TIE-OVERS, PIPE LINE MARKERS, CORROSION CONTROL EQUIPMENT, AND APPURTENANT FACILITIES) FOR THE TRANSPORTATION OF GAS UNDER, THROUGH AND ACROSS A PORTION OF LANDS OF GRANTOR SITUATE IN SCHOOL DISTRICT NO. 3, SPARTANBURG COUNTY, SOUTH CAROLINA, CONVEYED TO GRANTOR BY THE DEED RECORDED IN BOOK 32X, PAGE 345, IN THE OFFICE OF THE REGISTRAR OF MESNE CONVLVANCES OF SPARTANBURG COUNTY, AND DESCRIBED AS TRACTS NUMBERS 15 AND 16 ACCORDING TO PLAT RECORDED IN PLAT BOOK 52, PAGES 252 THROUGH 259 OF THE R. M. C. OFFICE OF SPARTANBURG COUNTY, SOUTH CAROLINA; THE CENTERLINE OF SAID RIGHT OF WAY AND EASEMENT BEING SITUATE AT AND ALONG THE LOCATION ON SAID LANDS OF GRANTOR SHOWN IN RED ON EXHIBIT "A" DATED NOVEMBER 10, 1966 ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF;

TOGETHER WITH THE RIGHT OF WAY AND EASEMENT TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR, ALTER, REPLACE OR REMOVE AND ENCLOSE WITH A FENCE, A STATION, TO SERVE HYSIRON FIBERS, INC., TO ODORIZE GAS, TO REDUCE GAS PRESSURE FOR DISTRIBUTION SYSTEM AND TO SERVE THE AREA TO THE BEST ADVANTAGE.

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THIS STATION FORTY FEET BY FORTY FEET IN DIMENSION ON THE SURFACE OF GRANTOR'S LANDS AT THE LOCATION SHOWN ON SAID EXHIBIT "A",

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE AREA SPECIFICALLY COVERED BY THIS GRANT OF EASEMENT OVER AND ACROSS GRANTOR'S LANDS WITHIN SAID AREA, GRANTOR'S PLANT ENTRANCE ROAD AND OTHER LANDS OF GRANTOR ADJACENT TO THE EASTERLY LINE OF SAID PLANT ENTRANCE ROAD;

TOGETHER WITH THE RIGHT FROM TIME TO TIME TO CUT ALL TREES, BRANCHES AND UNDERGROWTH ON GRANTOR'S LANDS THAT MAY INJURE, ENDANGER OR INTERFERE WITH THE CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF SAID PIPE LINE,

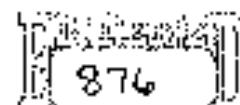
TO HAVE AND TO HOLD SAID RIGHT OF WAY AND EASEMENT UNTO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, UNTIL SAID PIPE LINE BE CONSTRUCTED AND SO LONG THEREAFTER AS SUCH PIPE LINE IS MAINTAINED UPON SAID LAND, UNLESS THIS AGREEMENT BE SOONER TERMINATED AS HEREINAFTER PROVIDED,

GRANTEE AGREES TO BURY ALL PIPES TO A MINIMUM COVERED DEPTH OF THIRTY-SIX (36) INCHES BELOW THE SURFACE OF THE GROUND SO AS NOT TO INTERFERE WITH CULTIVATION OF THE SOIL OR CONSTRUCTION OR IMPROVEMENTS ON GRANTOR'S LANDS,

GRANTEE FURTHER AGREES NOT TO INSTALL ANY ABOVE GROUND FACILITIES WITHOUT THE PRIOR WRITTEN PERMISSION OF GRANTOR,

GRANTEE FURTHER AGREES TO PAY FOR ALL DAMAGES AS MAY ARISE TO GROWING CROPS, TIMBER, FENCES, ROADS, PIPE LINES AND OTHER PROPERTY FROM THE CONSTRUCTION, MAINTENANCE AND OPERATION OF SAID PIPE LINE AND GRANTEE AGREES TO RESEED THE AREA DAMAGED BY THE INSTALLATION OF SAID PIPE LINE, METER STATION AND FACILITIES,

AFTER THE CONSTRUCTION OF SAID PIPE LINE AND AFTER MAKING ANY REPAIRS TO THE SAME, GRANTEE SHALL, AT NO EXPENSE TO GRANTOR, PROMPTLY RETURN THE PREMISES TO THE SAME STATE AND CONDITION IN WHICH THEY WERE FORMERLY,

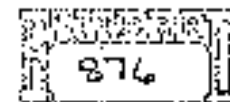


GRANTEE SHALL PERFORM ALL WORK IN A CAREFUL AND WORK-
MANLIKE MANNER AND SHALL KEEP ITS PIPE LINE, METER STATION AND
OTHER FACILITIES ON GRANTOR'S LANDS IN GOOD CONDITION AND REPAIR.
SAID PIPE LINE AND METER STATION AND OTHER FACILITIES OF GRANTEE
SHALL BE CONSTRUCTED ON GRANTOR'S LANDS AND THEREAFTER MAINTAINED
AND OPERATED IN SUCH MANNER AS TO CAUSE NO INTERFERENCE WITH OR
OBSTRUCTION TO THE USE OF ACCESS AND PLANT ROADS TO AND UPON
GRANTOR'S LANDS AND PREMISES AND TO CAUSE NO INTERRUPTION OR
IMPAIRMENT OF WATER, ELECTRIC POWER, TELEPHONE OR OTHER UTILITY
SERVICES FOR GRANTOR'S LANDS AND PREMISES.

THIS AGREEMENT AND THE RIGHTS HEREBY GRANTED TO GRANTEE
ARE MADE SUBJECT TO EASEMENTS, LICENSES AND ANY RIGHTS OF USE OR
OCCUPATION, IF ANY, EXISTING AT THE DATE HEREOF.

GRANTOR HEREBY RESERVES TO ITSELF, ITS SUCCESSORS AND
ASSIGNS, ALL RIGHTS FULLY TO USE AND ENJOY THE LANDS AND PREMISES
COVERED BY THE RIGHT OF WAY AND EASEMENT HEREIN GRANTED TO GRANTEE,
INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO ERECT, CONSTRUCT,
MAINTAIN, INSPECT, OPERATE, USE, REPLACE, REPAIR, REMOVE AND
PATROL ROADS, WALKS, STREETS, FENCES, PIPE LINES, UTILITY LINES,
PROCESS LINES, SEWERS, DRAINAGE DITCHES AND RAILWAYS AND OTHERWISE
USE SAID LANDS AND PREMISES, PROVIDED SUCH USE SHALL NOT SUB-
STANTIALLY INTERFERE WITH THE RIGHTS HEREIN GRANTED TO GRANTEE,
AND PROVIDED FURTHER THAT GRANTOR SHALL NOT CONSTRUCT NOR PERMIT
TO BE CONSTRUCTED ANY PERMANENT BUILDING ON OR OVER THE RIGHT
OF WAY AND EASEMENT HEREIN GRANTED TO GRANTEE, GRANTOR FURTHER
AGREES NOT TO CHANGE THE GRADE OVER GRANTEE'S PIPE LINE IN ANY
MANNER THAT WILL REDUCE THE DEPTH OF SAID PIPE LINE TO LESS THAN
THE AFORESAID MINIMUM COVERED DEPTH OF THIRTY-SIX (36) INCHES.

IF AT ANY TIME DURING THE PERIOD THIS AGREEMENT AND
THE RIGHTS HEREBY GRANTED TO GRANTEE ARE IN EFFECT, GRANTOR
SHOULD REQUIRE THE REMOVAL OR RELOCATION OF THE PIPE LINE, METER
STATION OR OTHER FACILITIES OF GRANTEE ON THE LANDS OF GRANTOR,
GRANTEE WILL, AT GRANTOR'S REQUEST AND AT THE EXPENSE OF GRANTOR,
REMOVE AND RELOCATE GRANTEE'S PIPE LINE, METER STATION AND OTHER



FACILITIES AS MAY BE AFFECTED, PROVIDED GRANTOR SHALL FURNISH A SUITABLE RIGHT OF WAY FOR THE NEW LOCATION. THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL THEN APPLY TO THE PIPE LINE, METER STATION AND OTHER FACILITIES IN THEIR NEW LOCATION OR LOCATIONS ON GRANTOR'S LANDS.

IN THE EVENT GRANTEE SHALL DISCONTINUE FOR A CONTINUOUS PERIOD OF ONE YEAR THE USE OF SAID PIPE LINE OR METER STATION OR SHALL, FOR THE SAME PERIOD, ABANDON THE SAME, OR SHALL FAIL TO KEEP, OBSERVE AND PERFORM ANY COVENANT ON ITS PART HEREIN CONTAINED, ALL RIGHTS HEREBY GRANTED SHALL FORTHWITH CEASE AND TERMINATE AND GRANTEE SHALL, AT ITS OWN COST AND EXPENSE, THEREUPON REMOVE SAID PIPE LINE AND METER STATION AND RESTORE SAID PREMISES TO THE SAME STATE AND CONDITION THEY WERE IN PRIOR TO THE CONSTRUCTION OF SAID PIPE LINE AND METER STATION. SHOULD GRANTEE IN SUCH EVENT FAIL, NEGLECT OR REFUSE TO REMOVE SAID PIPE LINE OR METER STATION, SUCH REMOVAL MAY BE PERFORMED BY GRANTOR AT THE EXPENSE OF GRANTEE, WHICH EXPENSE GRANTEE AGREES TO PAY GRANTOR UPON DEMAND.

GRANTEE AGREES THAT NO DELAY ON THE PART OF GRANTOR IN ENFORCING ANY OF THE CONDITIONS OR COVENANTS OF THIS AGREEMENT OR IN TERMINATING OR REVOKING THIS AGREEMENT SHALL BE CONSTRUED TO BE OR OPERATE AS A WAIVER OF ANY OF THE RIGHTS OF GRANTOR HEREUNDER.

IN USING GRANTOR'S LAND AND IN ENTERING AND CONTINUING THEREON, GRANTEE ASSUMES ALL RISK OF DAMAGE TO OR LOSS OF ITS PROPERTY HOWSOEVER CAUSED AND AGREES THAT GRANTOR SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THERETO.

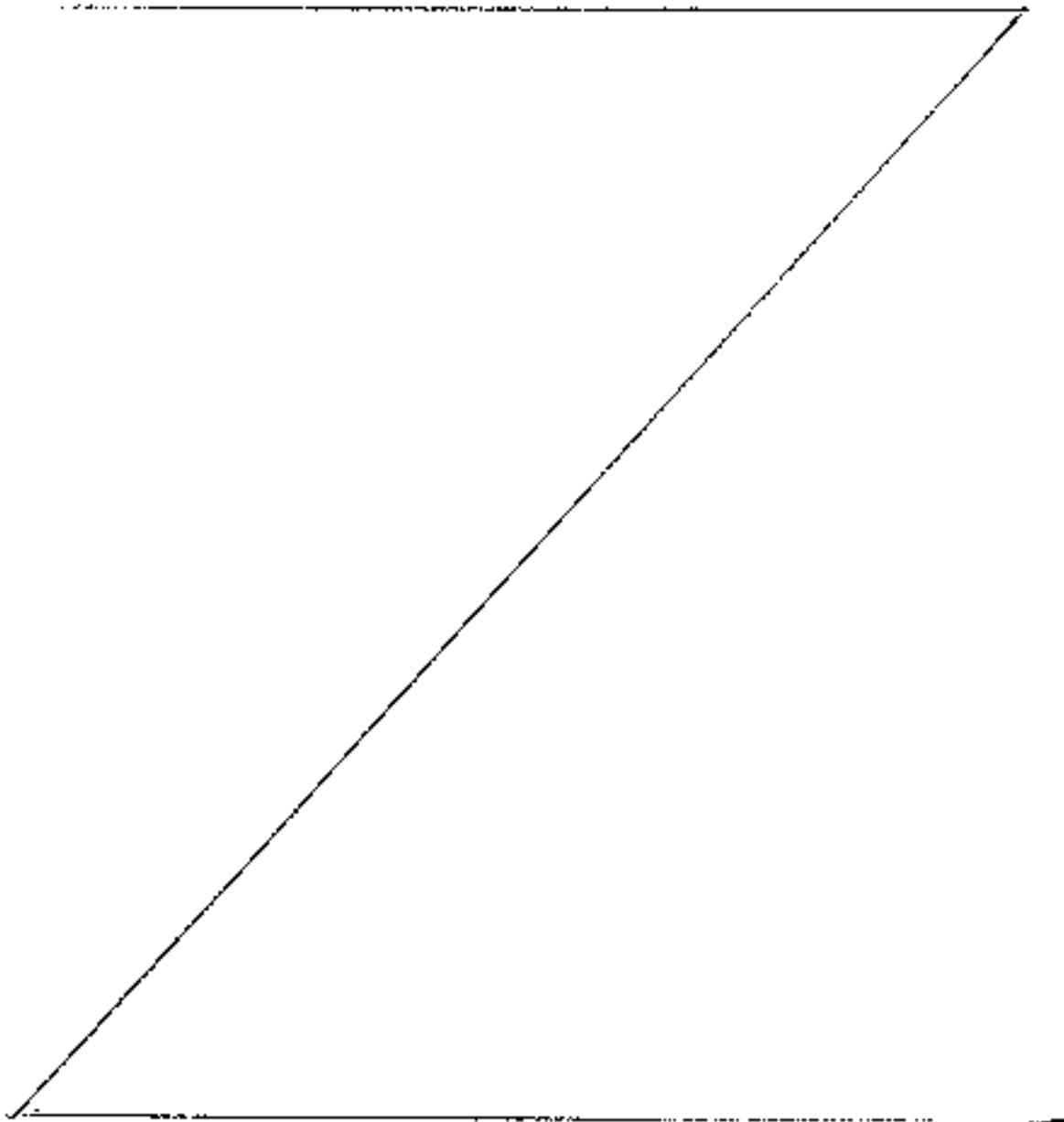
GRANTEE DOES HEREBY AGREE TO INDEMNIFY AND SAVE HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, AGREEMENTS OR DEMANDS WHATSOEVER BROUGHT OR ASSERTED AGAINST GRANTOR FOUNDED UPON OR ARISING OUT OF THE CONSTRUCTION, REPAIR, MAIN-



TENANCE, USE, OPERATION OR EXISTENCE OF GRANTEE'S PIPE LINE, METER STATION OR OTHER FACILITIES ON GRANTOR'S LAND, PROVIDED THAT WRITTEN NOTICE THEREOF IS GIVEN GRANTEE WITHIN REASONABLE TIME AFTER THE ASSERTION OR COMMENCEMENT THEREOF, WHICH TIME SHALL NOT EXCEED SUCH PERIOD AS DOES NOT PREJUDICE THE ABILITY OF GRANTEE TO INVESTIGATE SUCH CLAIM OR DEFEND SUCH ACTION.

GRANTEE SHALL NOT TRANSFER, ASSIGN OR SUBLET THIS AGREEMENT OR ANY RIGHT CONFERRED BY IT WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTOR, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

THIS AGREEMENT SHALL ENURE TO THE BENEFIT OF AND BE BINDING UPON GRANTOR AND GRANTEE AND, EXCEPT AS OTHERWISE STIPULATED HEREIN, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.



876

IN WITNESS WHEREOF THIS INSTRUMENT IS SIGNED AND
SEALED THIS 5th DAY OF December, 1966.

WITNESSES:

Rosaline M. Ross

Alvin H. Mahoney

William H. Mahoney

Barbara J. Mahoney

HYSTON FIBERS, INCORPORATED

BY: R. C. Watson
VICE PRESIDENT

BY: A. B. [Signature]
SECRETARY

PLEMONT NATURAL GAS COMPANY, INC. (SEAL)

BY: [Signature]
PRESIDENT

BY: [Signature]
SECRETARY

APPROVED
Kenneth M. Drift
Chairman
Pleasant Natural Gas Company, Inc.

RECORDED
876

STATE OF DELAWARE
COUNTY OF NEW CASTLE

PERSONALLY APPEARED BEFORE ME Geraldine M. Ross
WHO BEING DULY SWORN SAYS THAT SHE SAW E. O. Watson AS
President OF HYSTRON FIBERS, INC. AND J. F. Bullard
AS Secretary OF SAID CORPORATION, SIGN,
AFFIX THE CORPORATE SEAL AND AS THE ACT AND DEED OF SAID CORPORATION
DELIVER THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN MENTIONED
AND THAT SHE WITH Alice H. Maroney WITNESSED THE EXECUTION
THEREOF.

SWORN TO BEFORE ME THIS 6th DAY OF December, 1966. Geraldine M. Ross
(WITNESS)

L. Charles Strong III
NOTARY PUBLIC OF DELAWARE
My Commission Expires Sept. 23, 1967

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

PERSONALLY APPEARED BEFORE ME Nancy Binning
WHO BEING DULY SWORN SAYS THAT SHE SAW Paul Binnick AS
PRESIDENT OF PIEDMONT NATURAL GAS COMPANY, INC. AND
W. H. Gammeling AS SECRETARY OF SAID CORPORATION,
SIGN, AFFIX THE CORPORATE SEAL AND AS THE ACT AND DEED OF SAID
CORPORATION DELIVER THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN
MENTIONED AND THAT HE WITH Bernard Gammeling WITNESSED THE
EXECUTION THEREOF.

SWORN TO BEFORE ME THIS 12th DAY OF February, 1967. Nancy Binning
(WITNESS)

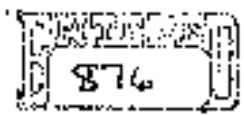
Paul Binnick
NOTARY PUBLIC
My Commission Expires April 10, 1967

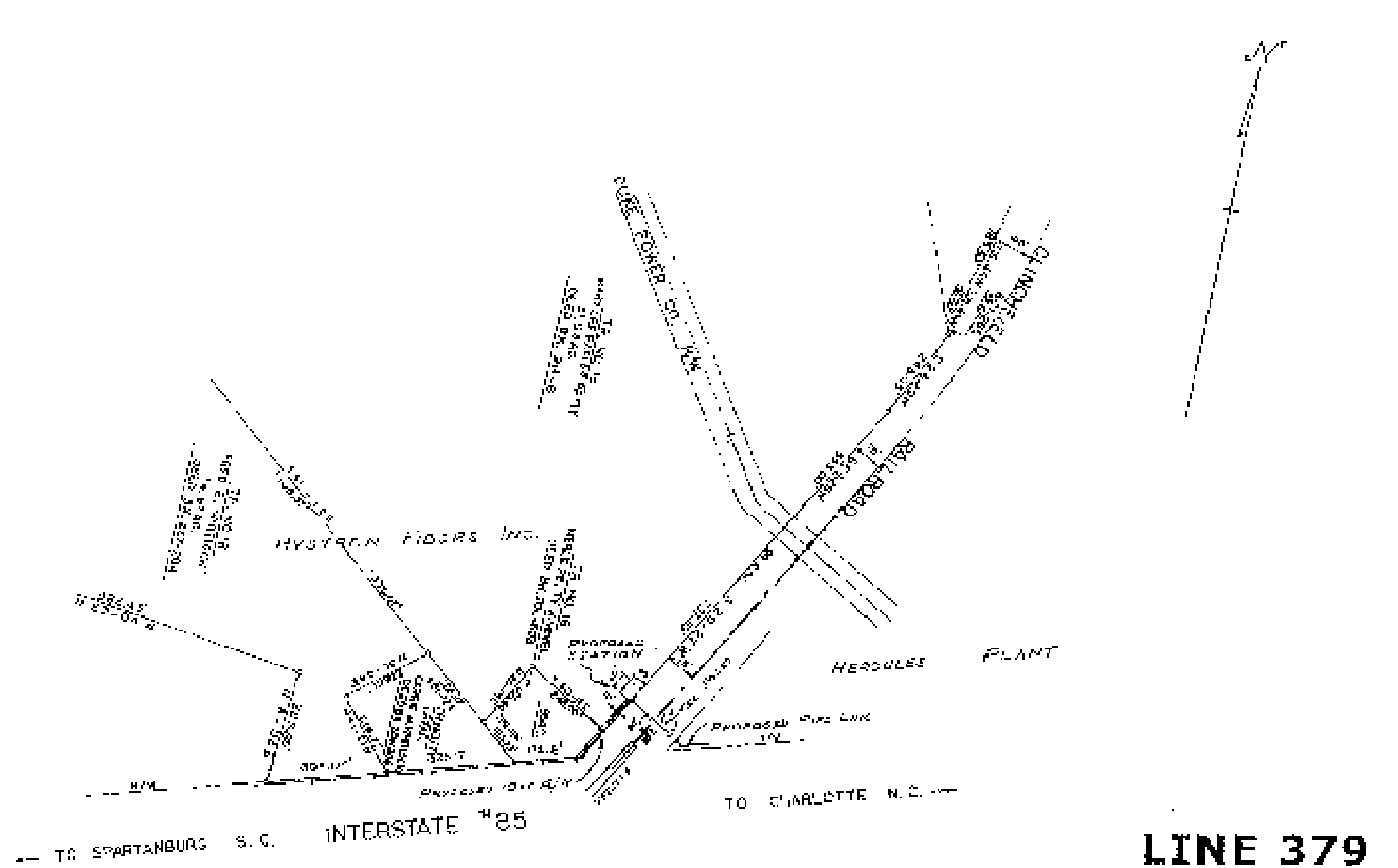
STATE OF SOUTH CAROLINA
SPARTANBURG COUNTY COURT OF COMMON PLEAS

I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN
MY OFFICE AT _____ O'CLOCK _____ M. ON THE _____ DAY OF _____,
19____ AND RECORDED ON PAGE _____ OF _____ BOOK NO. _____
IN MY OFFICE.

WITNESS MY SIGNATURE AND SEAL OF OFFICE THIS _____
DAY OF _____, 19____

CLERK

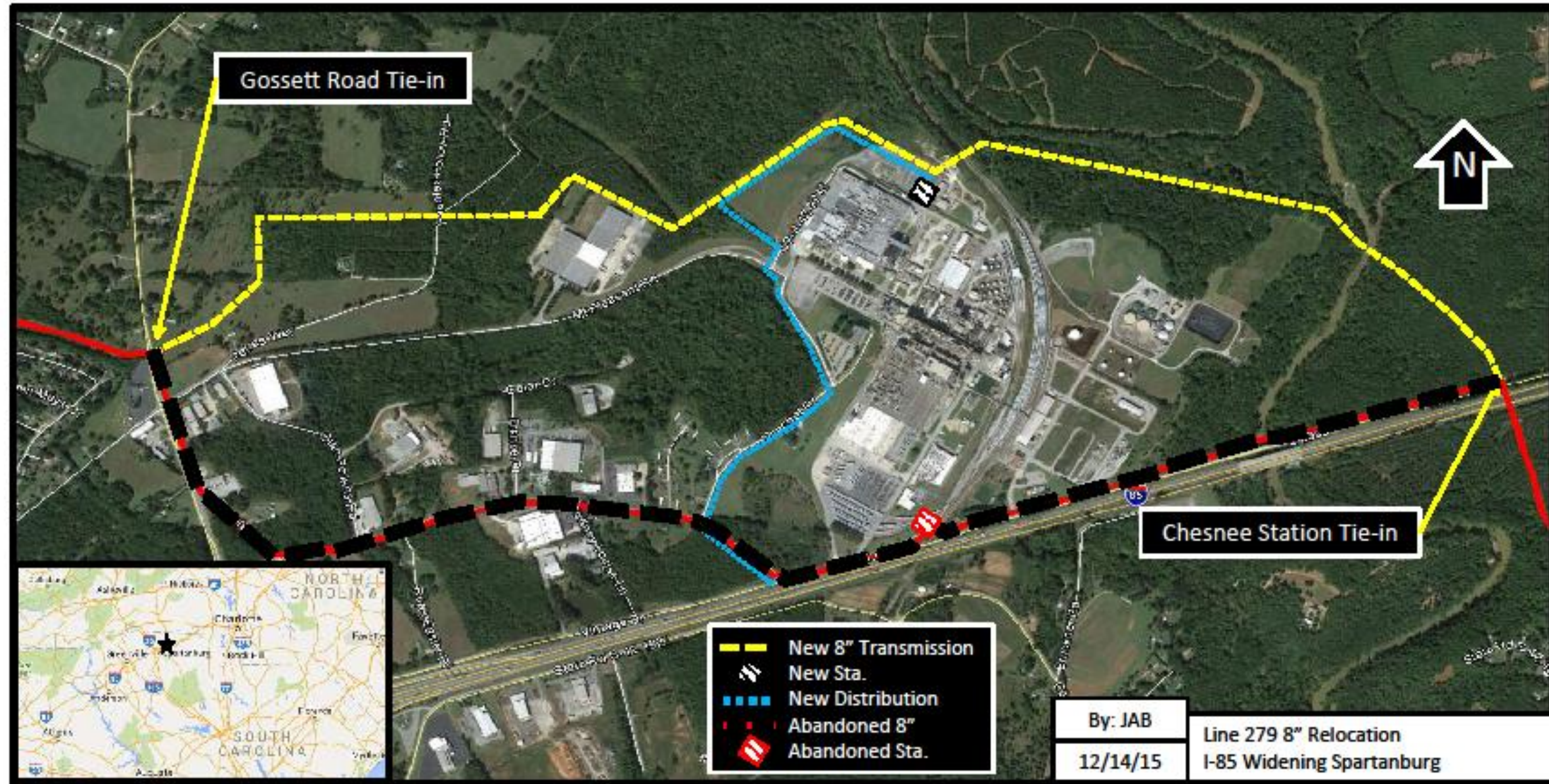




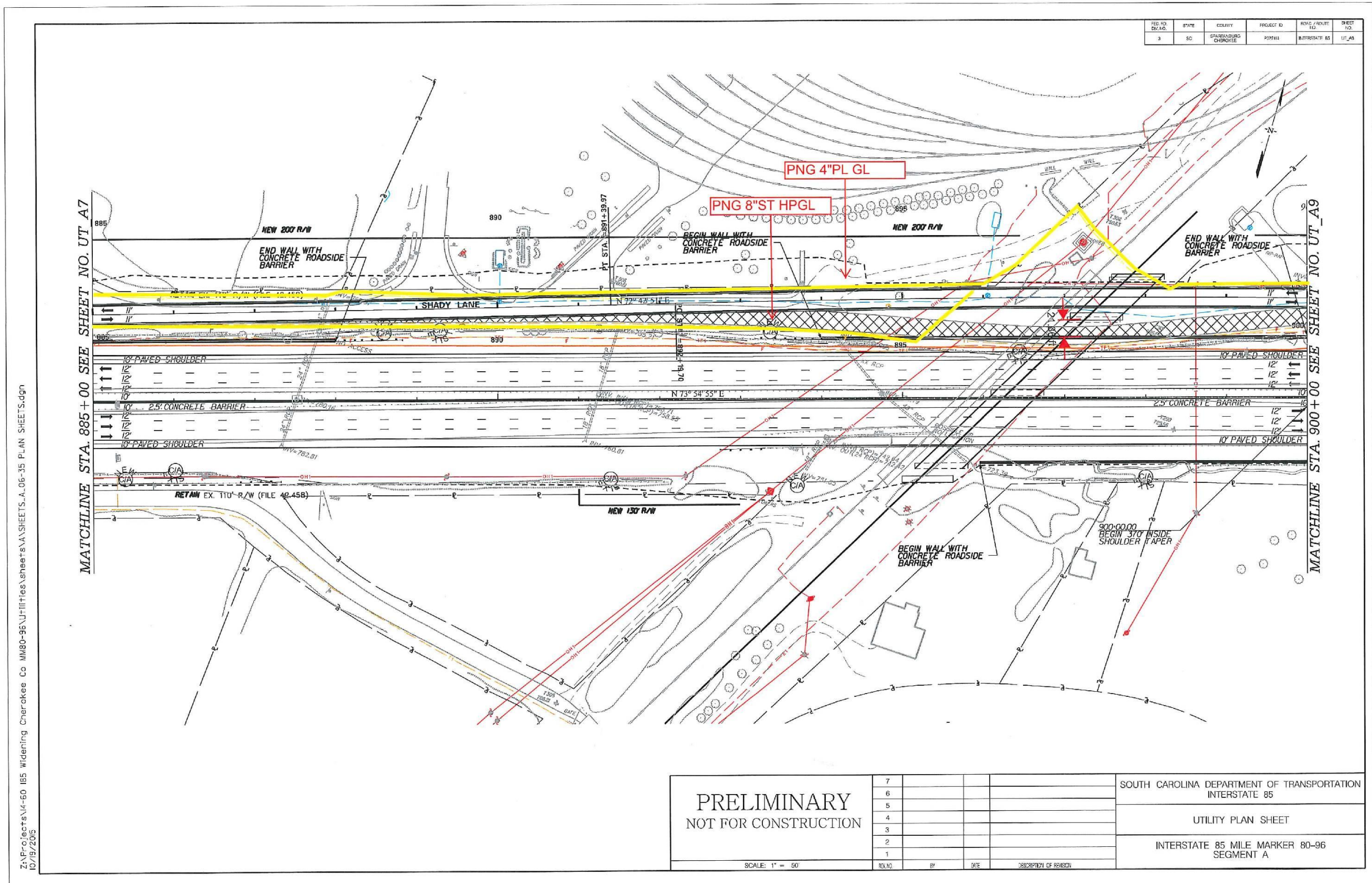
LINE 379

PIEDMONT NATURAL GAS CO. CHARLOTTE, N.C.	
EXHIBIT A PROPOSED RIGHT OF WAY AND STATION	
I. E. NO. 1305	SHEET 1 OF 1 SHEETS
DATE DRAWN: 11-10-66	SCALE: 1" = 200'
DRAWN BY: D. A. B.	APPROVED:
CHECKED BY: P. L. P. JT	SUPERINTENDENT OF DESIGN
DWG. NO.	APPROVED:
ENGINEER	VICE PRESIDENT ENGINEER

PROPERTY LINES TAKEN FROM 1958 COMPASS AND 1966 DE MEYER'S ENGINEERS



Supplemental Information

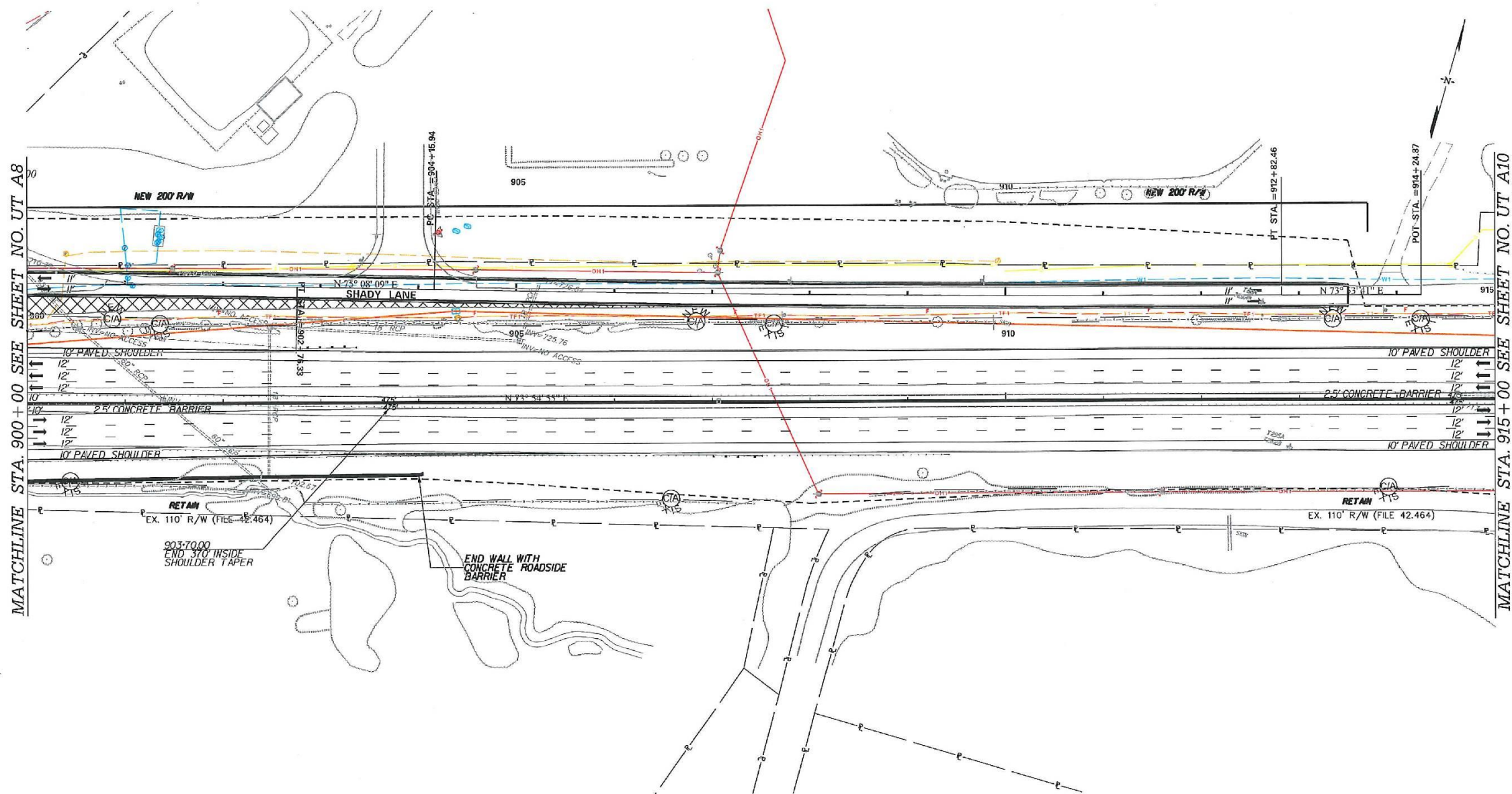


FILE NO.	STATE	COUNTY	PROJECT ID	ROUTE / PROJECT ID	SHEET NO.
3	SC	SPARTANBURG	PORTH	INTERSTATE 85	UT_A8

Z:\Projects\4-60 185 Widening Cherokee Co MM80-96\Utility\sheet\A_06-35 PLAN SHEETS.dgn 10/9/2015

<p>PRELIMINARY NOT FOR CONSTRUCTION</p>		SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION INTERSTATE 85	
		UTILITY PLAN SHEET	
SCALE: 1" = 60'		INTERSTATE 85 MILE MARKER 80-96 SEGMENT A	
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION

REQ. NO.	STATE	COUNTY	PROJECT ID	ROAD ROUTE	SHEET NO.
3	SC	SPARTANBURG	POBTR	INTERSTATE 85	UT_A9

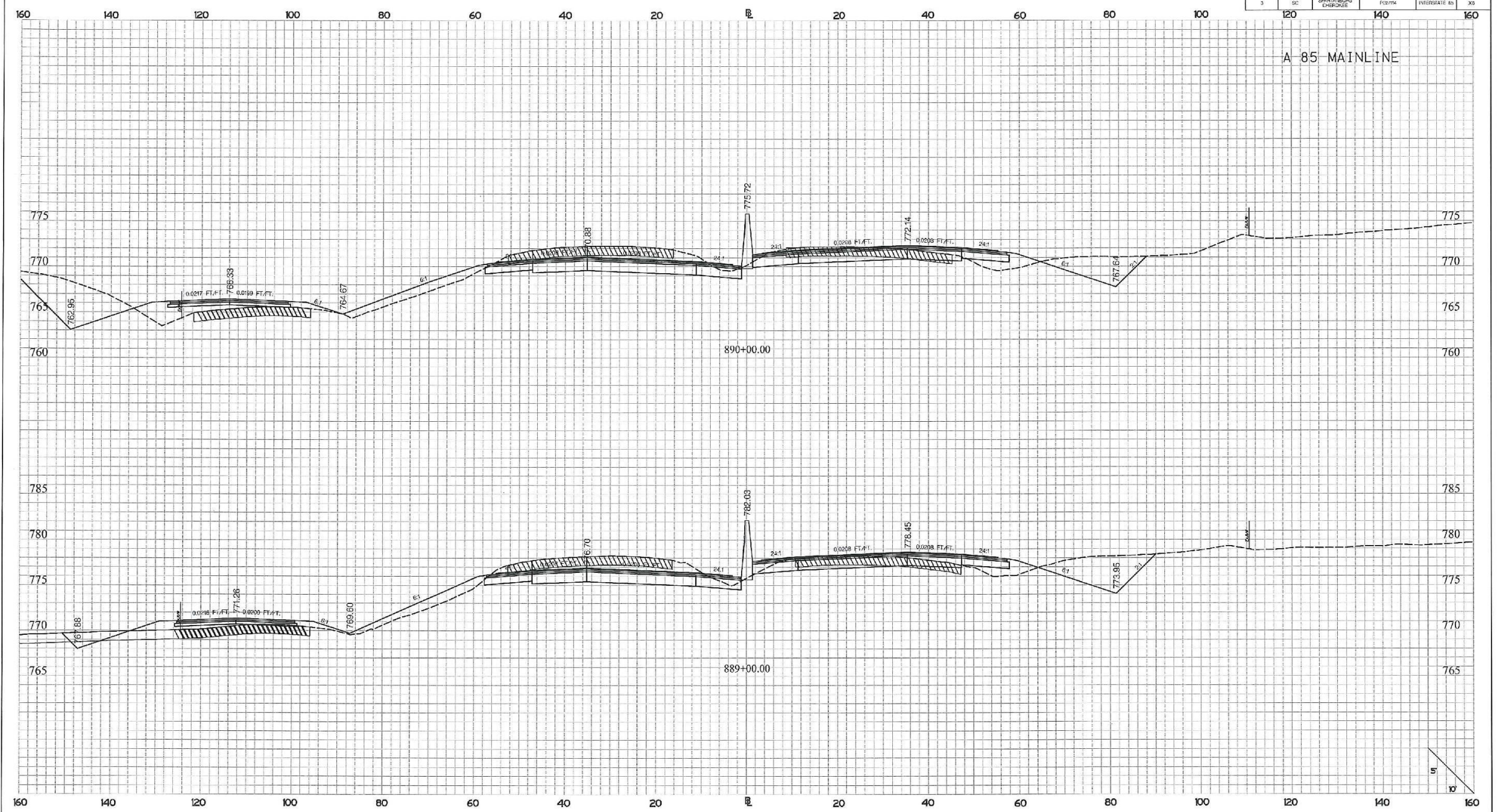


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10/15/2015

PRELIMINARY NOT FOR CONSTRUCTION SCALE: 1" = 50'	7				SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION INTERSTATE 85 UTILITY PLAN SHEET INTERSTATE 85 MILE MARKER 80-96 SEGMENT A
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION		

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8/4/2015

FED. RD. DIST. NO.	STATE	COUNTY	PROJECT ID	ROAD/ROUTE	SHEET NO.
3	SC	SPARTANBURG CHEROKEE	FORM	INTERSTATE 85	38

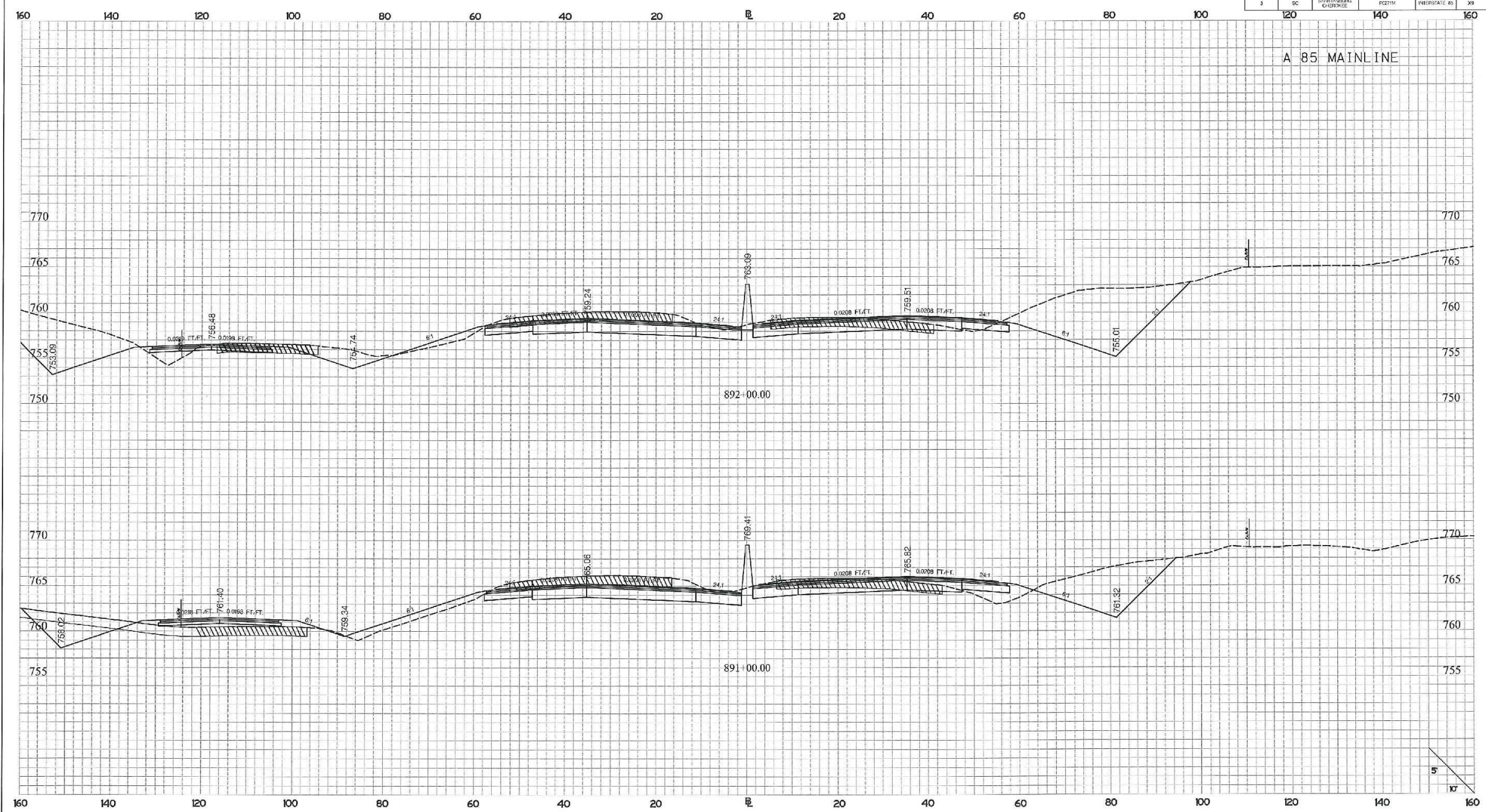


A 85 MAINLINE

<p>PRELIMINARY NOT FOR CONSTRUCTION</p> <p>SCALE: 1" = _____</p>	7	_____	_____	_____	<p>SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION INTERSTATE 85</p>
	6	_____	_____	_____	
	5	_____	_____	_____	<p>CROSS SECTION SHEET</p>
	4	_____	_____	_____	<p>INTERSTATE 85 MILE MARKER 80-96</p>
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	REV. NO.	BY	DATE	DESCRIPTION OF REVISION	

FED. RD. DIST.	STATE	COUNTY	PROJECT ID	ROAD / ROUTE NO.	SHEET NO.
3	SC	SPARTANBURG / CHEROKEE	PC2114	INTERSTATE 85	318

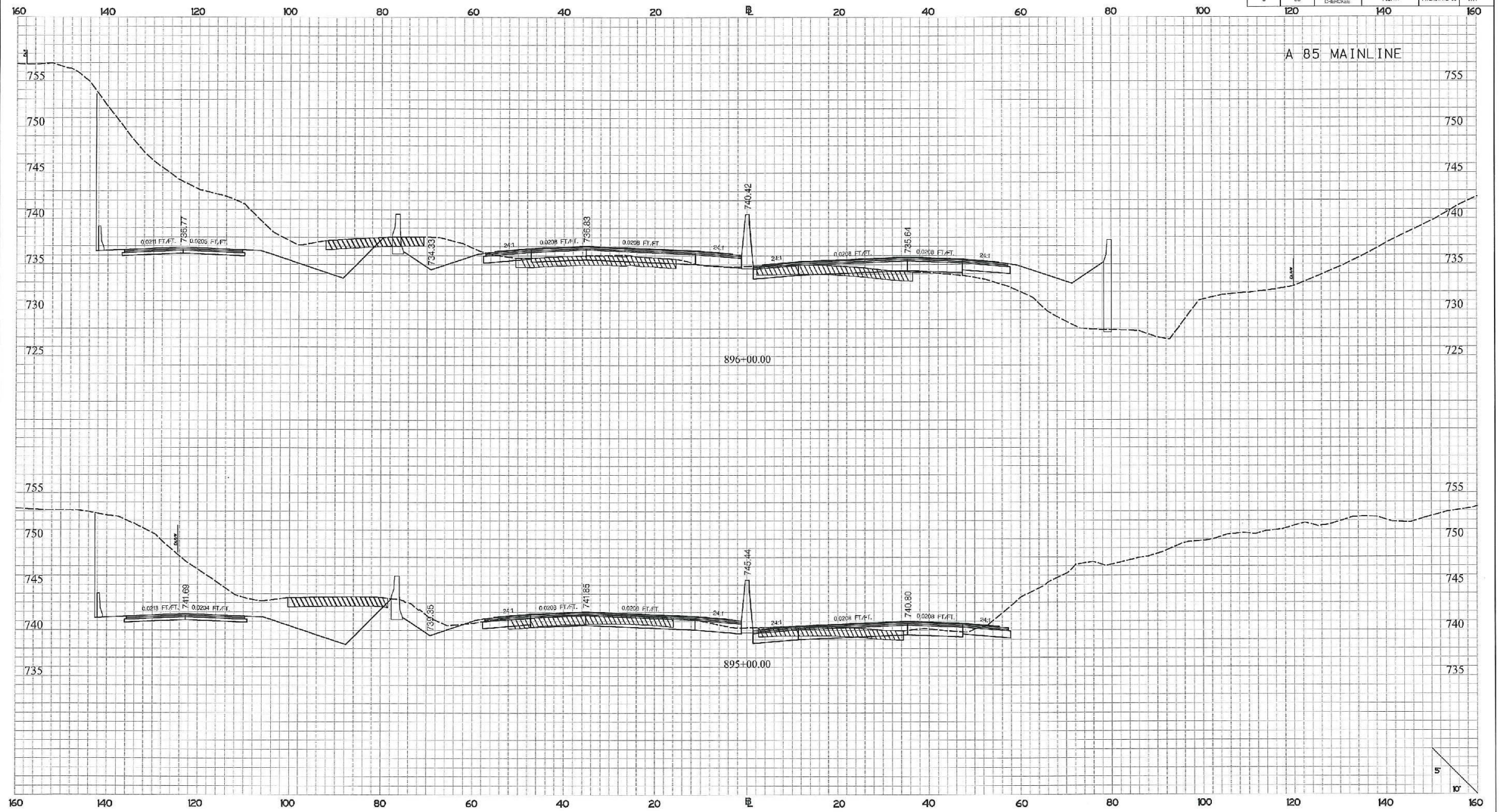
A 85 MAINLINE



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8/14/2015

<p>PRELIMINARY NOT FOR CONSTRUCTION</p> <p>SCALE: 1" = _____</p>	7	_____	_____	<p>SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION INTERSTATE 85</p> <hr/> <p>CROSS SECTION SHEET</p> <hr/> <p>INTERSTATE 85 MILE MARKER 80-96</p>
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3	SC	SPARTANBURG	140	INTERSTATE 85	XXI

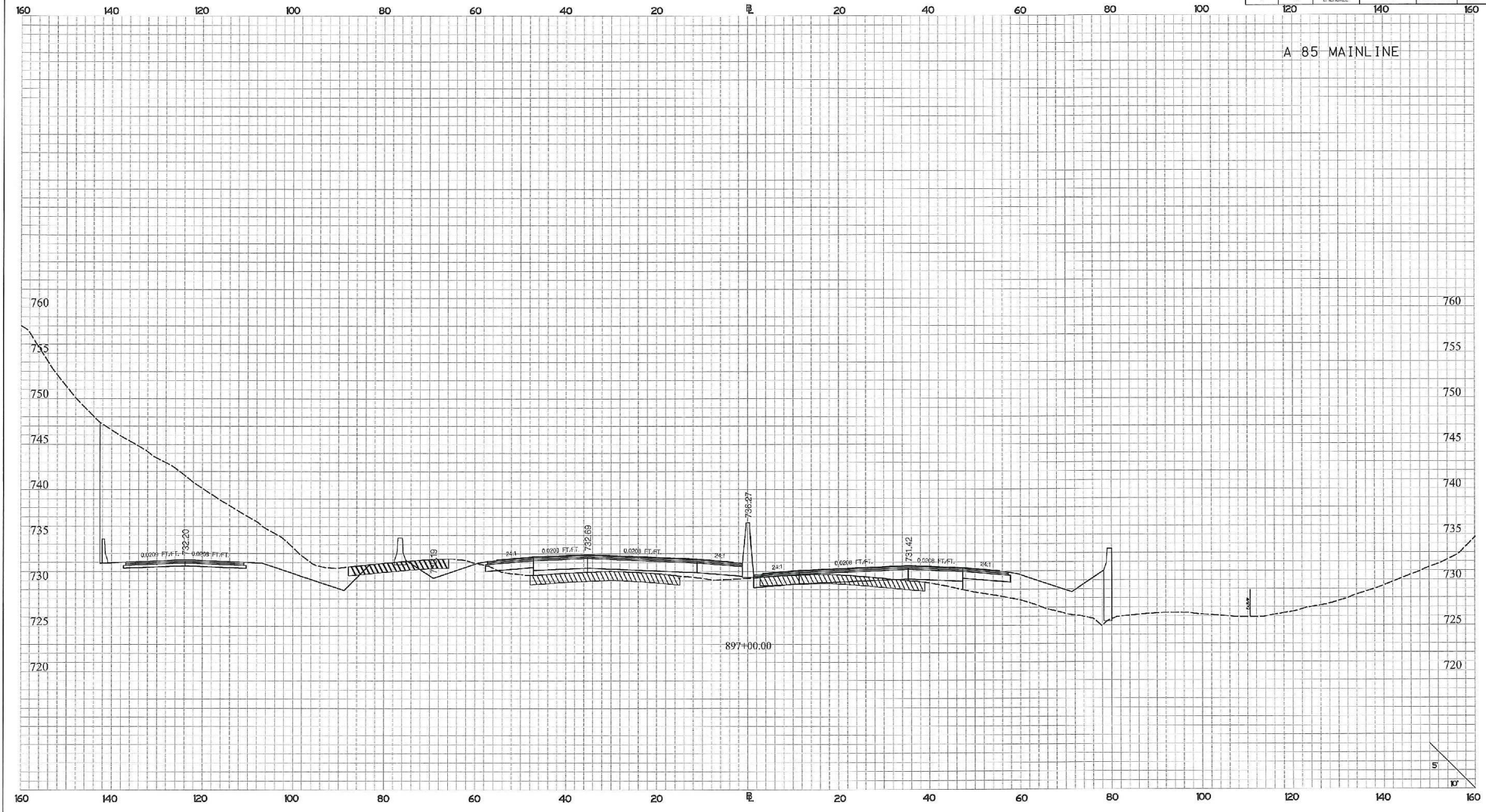


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8/14/2015

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		CROSS SECTION SHEET			
		INTERSTATE 85 MILE MARKER 80-96			
SCALE: 1" = ---		REV. NO.	BY	DATE	DESCRIPTION OF REVISION
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FED. PROJ. DIV. NO.	STATE	COUNTY	PROJECT ID	ROAD / ROUTE NO.	SHEET NO.
3	SC	SPARTANBURG / CHEROKEE	PC0114	INTERSTATE 85	112

A-85 MAINLINE

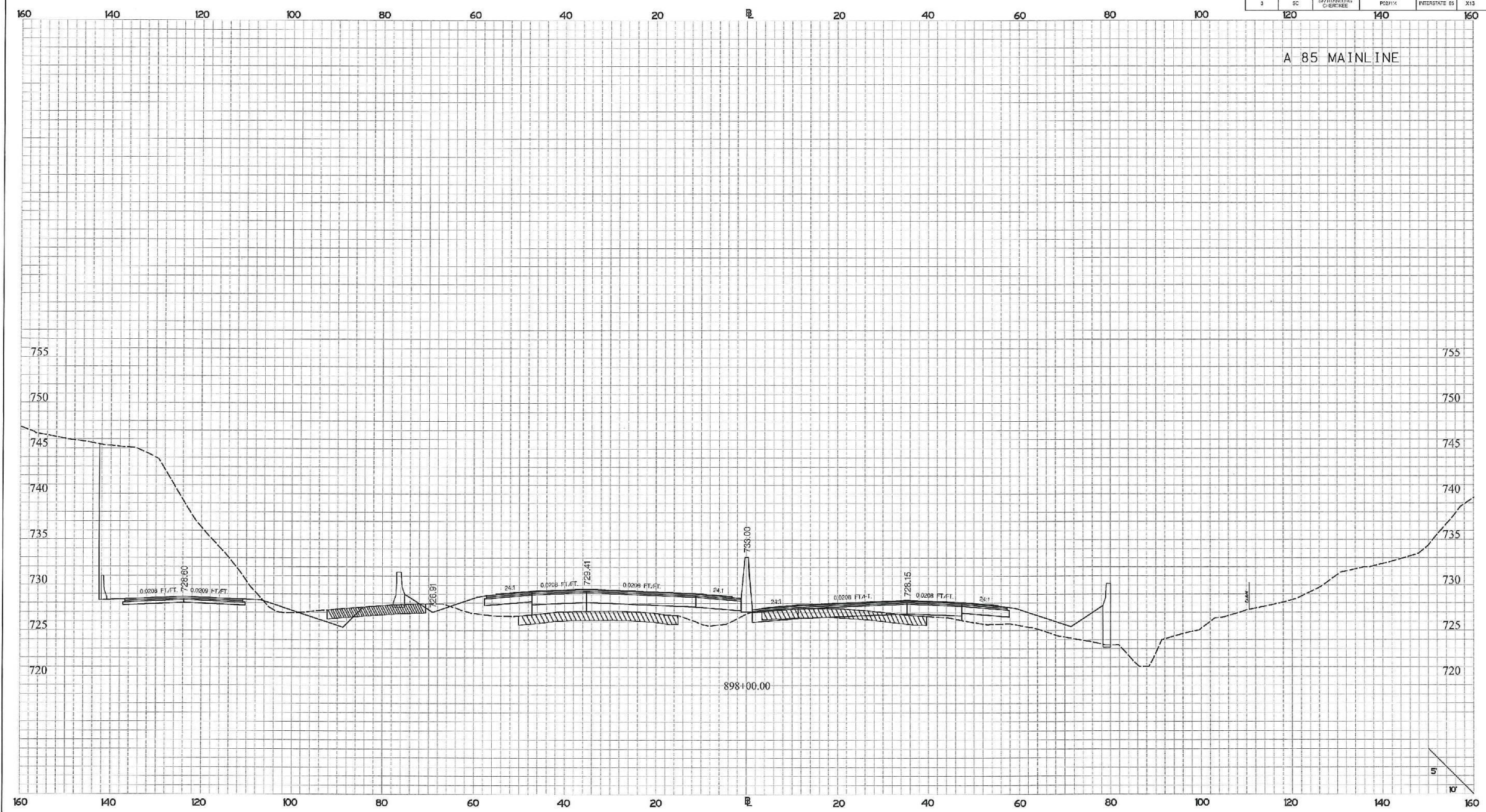


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8/14/2015

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		CROSS SECTION SHEET	
SCALE: 1" = -----		INTERSTATE 85 MILE MARKER 80-96	
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8/14/2015

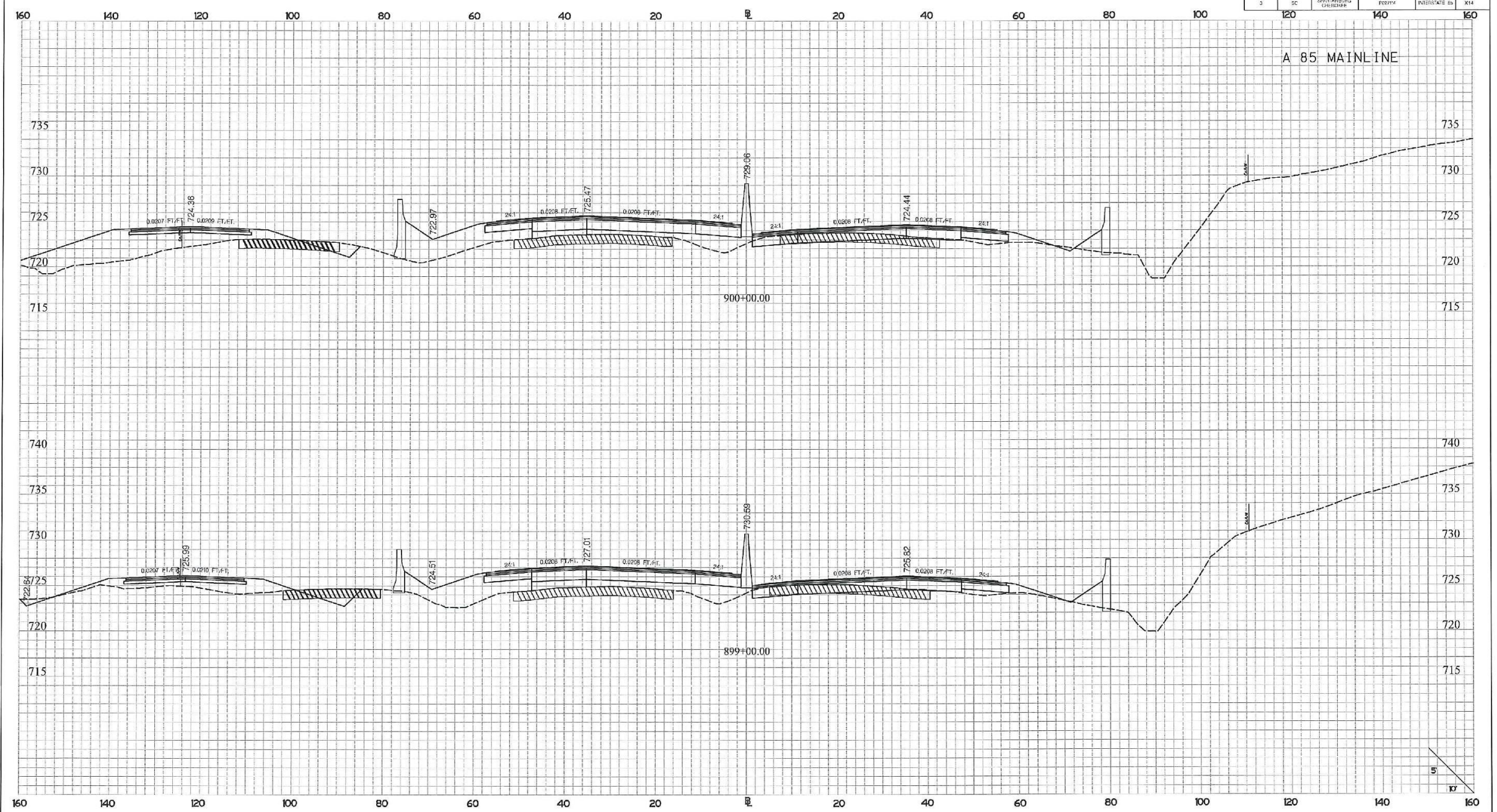
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3	SC	SPARTANBURG	120	140	213
		CHERNOKEE		INTERSTATE 85	



<p>PRELIMINARY NOT FOR CONSTRUCTION</p>	7				SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION INTERSTATE 85
	6				
	5				CROSS SECTION SHEET
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	1				INTERSTATE 85 MILE MARKER 80-96
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8/14/2015

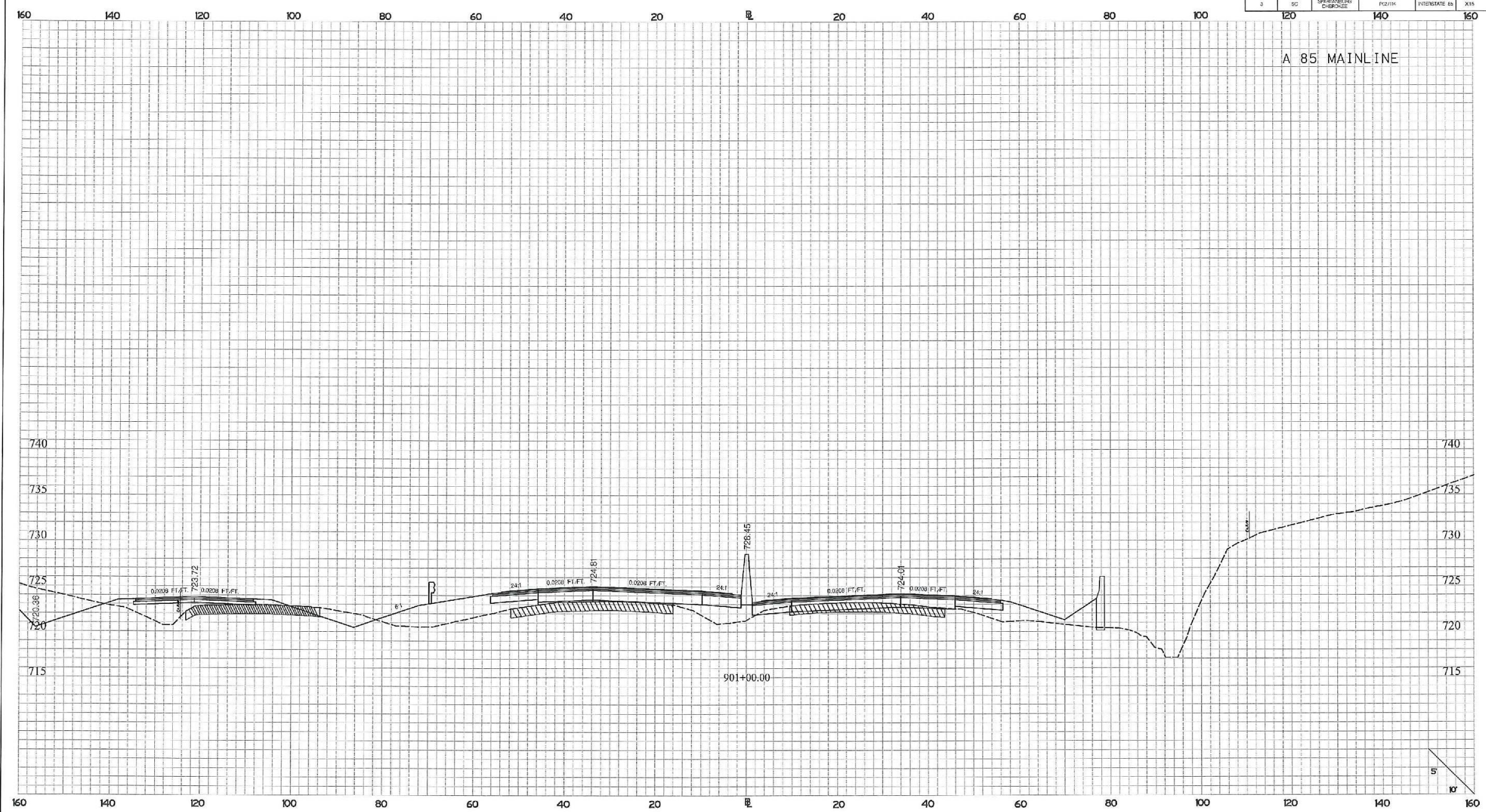
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3	SC	SPARTANBURG	FOURTH	INTERSTATE 85	114



<p>PRELIMINARY NOT FOR CONSTRUCTION</p> <p>SCALE: 1" = _____</p>	7	_____	_____	SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION INTERSTATE 85 CROSS SECTION SHEET INTERSTATE 85 MILE MARKER 80-96
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION	

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8/14/2015

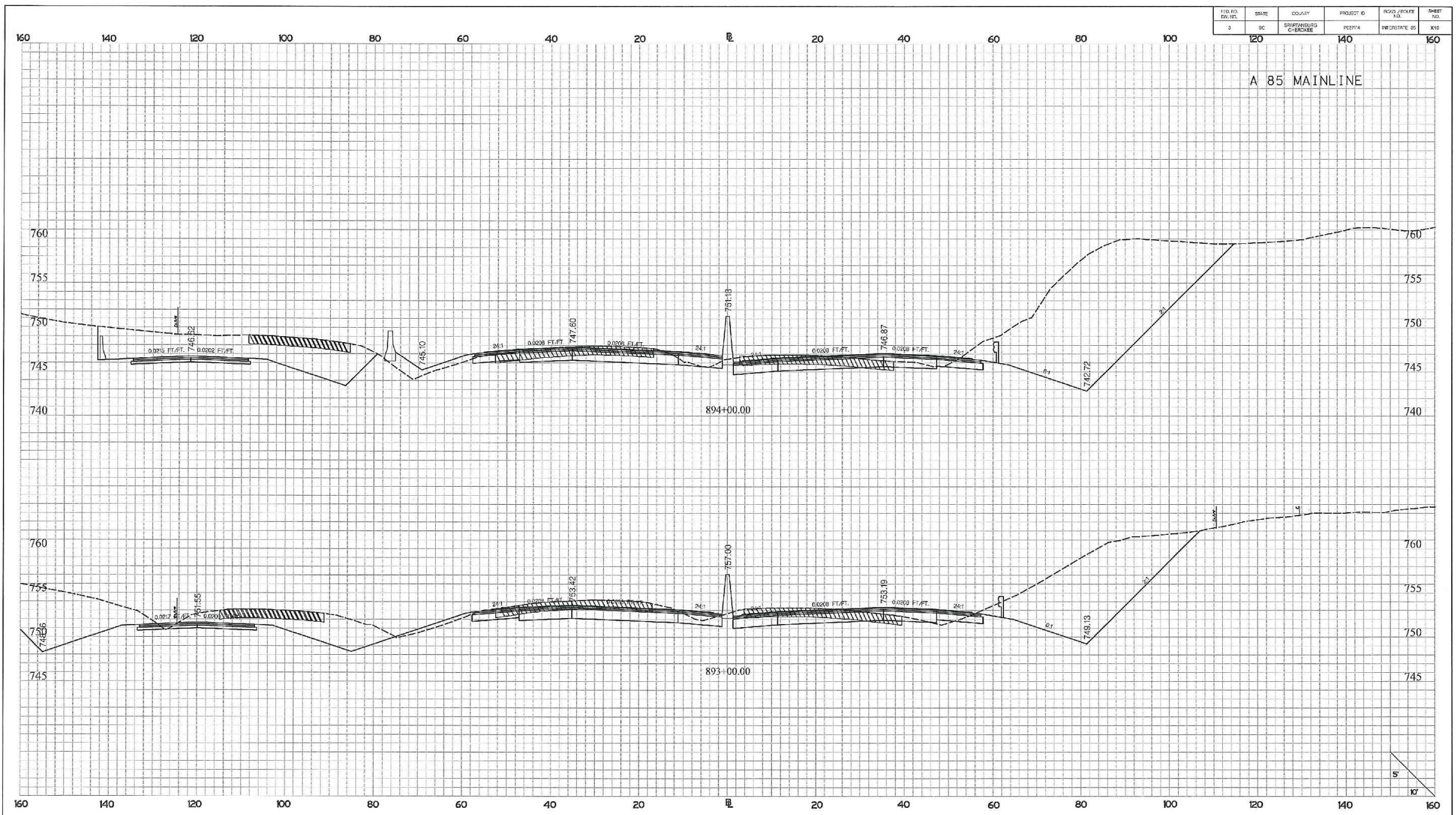
FED. RD. DIST. NO.	STATE	COUNTY	PROJECT NO.	ROAD / HIGHWAY NO.	SHEET NO.
3	SC	SPARTANBURG / CHEROKEE	102/114	INTERSTATE 85	315



<p>PRELIMINARY NOT FOR CONSTRUCTION</p> <p>SCALE: 1" = _____</p>		7	_____	_____	SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION INTERSTATE 85 CROSS SECTION SHEET INTERSTATE 85 MILE MARKER 80-96
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REV. NO.	BY	DATE	DESCRIPTION OF REVISION		

FED. HYS. PROJ. NO.	STATE	COUNTY	PROJECT ID	ROAD PROJECT NO.	SHEET NO.
3	SC	SPARTANBURG CHEROKEE	PC2114	INTERSTATE 85	110

A 85 MAINLINE



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8/14/2015

<p>PRELIMINARY NOT FOR CONSTRUCTION</p> <p>SCALE: 1" = _____</p>	7	_____	_____	_____	<p>SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION INTERSTATE 85</p> <p>CROSS SECTION SHEET</p> <p>INTERSTATE 85 MILE MARKER 80-96</p>
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**PRELIMINARY UTILITY
REPORT
CECS #5414**

