

April 16, 2014

Sheila Talton  
Senior Utility Coordinator  
Duke Energy Progress, Inc.  
4690 Simms Creek Road  
Raleigh, North Carolina 27616

Re: File 29.039094 – PIN 39094-UT01 – Project No. BR88(078) – Relocation of Electric  
Facilities – S-64 (Harrisburg Road) Bridge over McAlpine Creek – Lancaster County

**Agreement No: 12957**

Project ID	Phase	Cost Center	WBS Element	Fund	Functional Area	Utility Amount
0039094	UT	U120000C88	88BR88076 L1CE.6	449090000	U120_2220_0630	\$198,948..53

Dear Ms. Talton:

The South Carolina Department of Transportation (SCDOT) has reviewed and approved the enclosed utility agreement in the amount of \$198,948.53 pertaining to the above referenced project. This letter serves as your notice to proceed with the relocation of your facilities in accordance with the agreement and SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way".

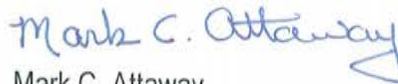
The Company shall meet the Buy America requirements specified in 23 USC 313. The Company shall provide a definitive statement about the origin and manufacturing process (from melting to fabrication) of all products which are permanently incorporated into the work and covered under the Buy America requirements and retain records as proof. No payment shall be made for any products which do not comply with the Buy America requirements. The mill test certification report must be attached to the first invoice submitted for reimbursement.



Page (2) UA 12957  
Duke Energy Progress, Inc.

Prior to beginning your operation, you must notify Resident Construction Engineer (RCE) Shane Parris, Post Office Box 462, Gaffney, South Carolina 29342. RCE Parris may be contacted via email at [ParrisSL@scdot.org](mailto:ParrisSL@scdot.org) or may be reached at telephone number (864) 489-5760. Within six months following completion of the work, an original and two (2) copies of an itemized final invoice with supporting documentation, certification statement, and signature should be transmitted to RCE Parris.

Sincerely,



Mark C. Attaway  
State Utilities Engineer

MCA:krc

Enclosure

cc: Tracy Smiling, Accounting Division, SCDOT

Dale Wagoner, Contract Program Resource Service, SCDOT

Jamie Fowler, Jr., District Four Utility Coordinator, SCDOT

Shane Parris, Resident Construction Engineer, SCDOT

Brian D. Klauk, Program Manager, SCDOT

Claude Ipock, Director of Construction, SCDOT

Marion Leaphart, Utilities Director, Infrastructure Consulting & Engineering

Annette Rish, Senior Budget Analyst, Budget Office, SCDOT

S. F. Lorick, Jr. Obligations Management, SCDOT

Diane Stubbs, Obligations Management, SCDOT

Michael Hughes, Project Closing Coordinator, SCDOT

File:RW/UM/MCA

Agreement # 12957

**UTILITY AGREEMENT**

S. C. File No. 29.039094 Route (or Road No.) S-64 Harrisburg Road

F. A. Project No. \_\_\_\_\_ State Project No. BR88(078)

This Agreement made this 16<sup>th</sup> day of April, 2014, by and between  
the South Carolina Department of Transportation, hereinafter called "Department" and the  
Duke Energy Carolinas hereinafter called "Company".

**W I T N E S S E T H :**

1. It is mutually agreed by and between the parties hereto that the Company shall perform or cause to be performed, the following work to its utility property facilities as shown on the attached plans and estimate:

General description: Relocate distribution facilities in conflict with the above noted project to allow the replacement of a bridge in Fort Mill, Lancaster County SC. The relocation consists of installing 10 single circuit poles framed for current day standards, removing 9 poles, installing guy and wire, along with the adjustments of several adjacent poles.

2. The Company hereby agrees to relocate its utility facilities in conflict with highway construction in accordance with the provisions set forth in the Federal Highway Administration's FAPG 23 CFR 645A; and also in accordance with the Department's "A Policy for Accommodating Utilities on Highway Rights-of-Way" in the estimated amount of

\$ 198,948.53

State Share 100%

Utility Share \_\_\_\_\_

- (a) The Company ( does, does not) have the right of occupancy in its existing location by reason of holding the fee, an easement, or other real property interest, the damaging or taking of which is compensable in eminent domain. If the Company does not have the right of occupancy in its existing location by reason of holding the fee, an easement or other real property interest, (Explain)

Easement for this project is filed in Lancaster  
(County)

Lancaster, South Carolina  
(City and State)

- (b) This section of line (for purposes of establishing right-of-way priorities only) has been in service for approximately 44 years or more.
- (c) Such work as is necessary to relocate, alter or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic control and signing will be coordinated with the Department's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways" (SCMUTCD).
- (d) The Company shall meet the Buy America requirements specified in 23 USC 313. The Company shall provide a definitive statement (mill test certification report) about the origin of all products which are permanently incorporated into the work and covered under the Buy America requirements. No payment shall be made for any products which do not comply with the Buy America requirements.



3. The Company shall begin said work promptly upon notification in writing by the Department and dispatch to its completion as promptly as is practicable. The Company shall provide advance notice to the Department's Project Engineer of the date on which work is expected to begin.
4. The Company will perform the work provided for in this agreement by the method checked below, in accordance with the provisions of Sec.645.115 of FAPG 23 CFR 645A:

( X ) BY COMPANY'S REGULAR FORCES

( ) BY CONTRACT: (State one of recognized reasons for necessity of performing work in this manner)

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The Company, therefore, subject to prior approval, proposes to contract a portion of or all of the work covered by this agreement. The items of work to be accomplished by contract are noted in the estimate. Where the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of those contractors so circularized shall be noted on the estimate or furnished to the Department in advance of the Company's solicitation of bids.

( X ) BY EXISTING CONTINUING CONTRACT: Subject to prior approval and inspection by the Department and the prior approval of the contract method by the Federal Highway Administration, the Company proposes to use an existing continuing contract under which it is demonstrated that such work is regularly performed for the Company under such contracts at reasonable costs. The provisions relating to contracts under this paragraph also apply to Contract Engineering.

5. The Department will reimburse the utility company for costs incurred in accordance with the agreement as shown and on accurate records supporting all expenditures incurred on account of said work. The method of developing the relocation costs shall be one of the following alternatives.

( X ) (a) Actual and related direct costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

( ) (b) Unit costs, such as broad gauge units of property, as used in own operations. (This method must have prior approval.)

( ) (c) Lump Sum

The Department may not pay for any item of work not provided for in the plan or in the cost estimate except as modified by the Department Engineer followed by written notification to the Department.

6. All work performed by the Company pursuant hereto, shall be performed according to the plans and estimates approved by the Department.
7. Attached hereto, and by reference made a part hereof, is one copy of plans and estimates of the work to be performed by the Company showing the existing facilities, permanent changes to be made therein, and the stages by which these changes are to be accomplished.
8. Credits for accrued depreciation (expired service life) and/or betterment of the facility have been allowed as outlined in Sec.645.117(h) of FAPG 23 CFR 645A.



9. Periodic progress billings of incurred costs may be made by the Company to the Department not to exceed monthly intervals and amounting to at least \$2500.00; however, total progress billing payments shall not exceed the approved nonbetterment estimated amount.

Upon completion of the work and no later than six months thereafter, the Company shall, at the earliest date practicable, furnish the Department with five (5) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate. The totals for labor, overhead construction cost, travel expense, transportation, equipment, material and supplies, handling cost and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates.

Credit shall be given for usable materials recovered from permanent or temporary installations. The final billing shall show the description and site of the project, the Federal Aid Project Number, the date on which the first work was performed; or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred, the completion date and the location where the records and accounts billed can be audited. The Company shall make adequate reference in the billing to its records, accounts and other documents. Contractors and any subcontractors are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract for inspection by the Department, Federal Highway Administration or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

Final billings of incurred costs submitted by the Company shall carry a statement certifying that all items claimed have been reviewed and are in conformity with the provisions of the agreement; that credits have been given for all salvaged materials as required, and that all contractor's bills incurred have been paid in full. This statement shall be signed by an authorized representative of the Company.

In the event a final and complete billing has not been received by the Department prior to six months following the completion of work and the Company has not during that period demonstrated to the Department's satisfaction a hardship in completing that billing, the Department may, in its sole discretion, consider the last payment made to be the final payment due under this Agreement.

10. The Department and the Federal Highway Administration shall have the right to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving notice to the Department of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. The Department and the Federal Highway Administration shall have the right to inspect all recovered materials, which are not reusable by the Company, for temporary use. The Company shall furnish a listing on final billings of major items not eligible for salvage credit, and reasons therefor.
11. The Company will abide by the contract cost principles as set forth in FAPG 23 CFR 645A.
12. The Company will not participate directly or indirectly in any practice which subjects persons to discrimination because of their race, color, religion, sex or national origin.

COMPANY: Duke Energy Carolinas, Inc.

ADDRESS: 4690 Simms Creek Road, Raleigh, NC 27616

BY:

  
SENIOR UTILITY COORDINATOR

INSTRUCTIONS: Submit two original copies of the agreement form and six prints of drawings (or one reproducible print) showing present location and proposed location of poles or lines with reference to highway survey stations and centerline.

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY:

 4/16/2014  
UTILITIES MANAGER

## CERTIFICATION OF PRIOR RIGHTS

Certification of Prior Rights for Utility Agreement to Relocate Duke Energy Carolinas LLC's Facilities along Road S- 29-64 (Harrisburg Road) at Bridge over McAlpine Creek

Reference: SC File No. 29.039094  
Project No. BR88(078)  
Road S-29-64 (Harrisburg Road)  
Lancaster County

This is to certify that Duke Energy Carolinas LLC has a real property interest in the facilities, the damaging or taking of which is compensable in eminent domain, and that it is on file in the Lancaster County Courthouse in Deed Book # G3, page # 605, evidence of the utility's title to the compensable real property interest.

Certified by:

  
Resident Construction Engineer

Date



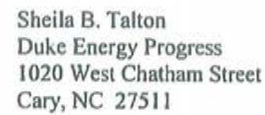
Researched by:

  
Utility Director  
Infrastructure Consulting & Engineering

Date







Mr. Marion Leaphart  
ICE Engineering  
101 Trade Zone Drive  
Suite 16A  
West Columbia, SC 29170

We have been requested to relocate our facilities in conflict with the subject project. Listed below is our cost for this relocation.

Please contact Jim Carlson project engineer at 704-395-4393 to coordinate the relocation of our distribution facilities.

Sincerely

**Sheila B. Talton**  
Sr. Utility Coordinator

cc: Jamie Hicks  
File

## CU Estimate Project Estimation By Compatible Unit

Report Last Refreshed on:

10/22/2013 14:32

**Workorder:** 4484616  
**Work Order Desc:** Harrisburg Rd Bridge S-64  
**Estimate:** 508306  
**Designer:** Carlson, James

I/R/T	QTY	CU	CU DESCRIPTION	MATERIAL COST	LABOR INSTALL	LABOR REMOVE	LABOR TRANSFER	SALVAGE VALUE
I	6	0055	SE-CCA POLE 40 FT CLASS 5	\$958.26	\$3,250.98	\$0.00	\$0.00	\$0.00
I	3	0063	SE-CCA POLE 45 FT CLASS 4	\$677.46	\$1,625.49	\$0.00	\$0.00	\$0.00
I	1	0073	SE-CCA POLE 50 FT CLASS 3	\$296.44	\$541.83	\$0.00	\$0.00	\$0.00
I	7	0100	SE-SINGLE CROSSARM 8 FT	\$310.52	\$547.82	\$0.00	\$0.00	\$0.00
I	1	0110	SE-DOUBLE CROSSARM 8 FT	\$104.78	\$159.17	\$0.00	\$0.00	\$0.00
I	5	0112	SE-ARM,FIBERGLASS,8',DEADEND POLE	\$791.64	\$507.35	\$0.00	\$0.00	\$0.00
I	7	0171	SE-PRIMARY INSULATOR GUY AND ANCHOR	\$506.52	\$1,169.84	\$0.00	\$0.00	\$0.00
I	7	0182	SE-EXTRA NEUTRAL GUY	\$171.50	\$570.99	\$0.00	\$0.00	\$0.00
I	11	0240	SE-POLE TOP BRACKET 12 OR 24 KV	\$294.25	\$291.83	\$0.00	\$0.00	\$0.00
I	22	0260	SE-POST INSULATOR WOOD 12-24 KV	\$296.12	\$379.39	\$0.00	\$0.00	\$0.00
I	9	0450	SE-DE 4-1/0 ACSR WOOD-POLE 24KV	\$205.17	\$1,072.40	\$0.00	\$0.00	\$0.00
I	18	0451	SE-DE 4-1/0 ACSR WOOD-ARM 24KV	\$384.70	\$2,145.45	\$0.00	\$0.00	\$0.00
I	9	0480	SE-TRIPLEX OR NEUTRAL DE 2-1/0	\$105.38	\$856.86	\$0.00	\$0.00	\$0.00
I	8	0520	SE-THRU BOLT BRACKET	\$56.24	\$180.40	\$0.00	\$0.00	\$0.00
I	6504	0570	SE-COND 1/0 ACSR BARE PER FT	\$1,121.28	\$5,650.46	\$0.00	\$0.00	\$0.00
I	21	1750	SE-TOP TIE 1/0 ACSR	\$27.09	\$51.10	\$0.00	\$0.00	\$0.00
I	12	1780	SE-HAND TIE	\$4.40	\$29.20	\$0.00	\$0.00	\$0.00



## CU Estimate Project Estimation By Compatible Unit

U/R/T	QTY	CU	CU DESCRIPTION	MATERIAL COST	LABOR INSTALL	LABOR REMOVE	LABOR TRANSFER	SALVAGE VALUE
I	8	1782	SE-TIE CONDUCTOR,NEU,EZ,SPOOL W/PAD,1/0 AWG	\$15.44	\$15.92	\$0.00	\$0.00	\$0.00
I	300	5970	SE-1MAN-HOUR LABOR OVERHEAD	\$0.00	\$19,896.00	\$0.00	\$0.00	\$0.00
I	10803.39	SE-10% CONTINGENCY	10% Contingency Priced as \$.82 per Unit, Order as Many of these CUs to come up with price.	\$8,858.78	\$0.00	\$0.00	\$0.00	\$0.00
I	8001.60	SE-TURNKEY SERVICES	Turnkey Services Priced as \$.82 per Unit, Order as Many of these CUs to come up with price.	\$6,561.31	\$0.00	\$0.00	\$0.00	\$0.00
R	8 [0]	0055	SE-CCA POLE 40 FT CLASS 5 [\$159.71]	\$0.00	\$0.00	\$1,915.36	\$0.00	\$0.00
R	1 [0]	0063	SE-CCA POLE 45 FT CLASS 4 [\$159.71]	\$0.00	\$0.00	\$239.42	\$0.00	\$0.00
R	8 [0]	0100	SE-SINGLE CROSSARM 8 FT [\$159.71]	\$0.00	\$0.00	\$313.04	\$0.00	\$0.00
R	4 [0]	0110	SE-DOUBLE CROSSARM 8 FT [\$159.71]	\$0.00	\$0.00	\$294.47	\$0.00	\$0.00
R	8 [0]	0171	SE-PRIMARY INSULATOR GUY AND ANCHOR [\$159.71]	\$0.00	\$0.00	\$684.48	\$0.00	\$0.00
R	8 [0]	0182	SE-EXTRA NEUTRAL GUY [\$159.71]	\$0.00	\$0.00	\$323.68	\$0.00	\$0.00
R	11 [0]	0240	SE-POLE TOP BRACKET 12 OR 24 KV [\$159.71]	\$0.00	\$0.00	\$145.86	\$0.00	\$0.00
R	22 [0]	0260	SE-POST INSULATOR WOOD 12-24 KV [\$159.71]	\$0.00	\$0.00	\$204.27	\$0.00	\$0.00
R	7 [0]	0450	SE-DE 4-1/0 ACSR WOOD-POLE 24KV [\$159.71]	\$0.00	\$0.00	\$417.81	\$0.00	\$0.00
R	14 [0]	0451	SE-DE 4-1/0 ACSR WOOD-ARM 24KV [\$159.71]	\$0.00	\$0.00	\$834.31	\$0.00	\$0.00
R	7 [0]	0480	SE-TRIPLEX OR NEUTRAL DE 2-1/0 [\$159.71]	\$0.00	\$0.00	\$334.25	\$0.00	\$0.00
R	8 [0]	0520	SE-THRU BOLT BRACKET [\$159.71]	\$0.00	\$0.00	\$74.24	\$0.00	\$0.00
R	6548 [0]	0570	SE-COND 1/0 ACSR BARE PER FT [\$159.71]	\$0.00	\$0.00	\$2,844.45	\$0.00	\$0.00
R	24 [0]	1750	SE-TOP TIE 1/0 ACSR [\$159.71]	\$0.00	\$0.00	\$31.84	\$0.00	\$0.00
R	9 [0]	1780	SE-HAND TIE [\$159.71]	\$0.00	\$0.00	\$11.94	\$0.00	\$0.00
R	8 [0]	1782	SE-TIE CONDUCTOR,NEU,EZ,SPOOL W/PAD,1/0 AWG [\$159.71]	\$0.00	\$0.00	\$5.28	\$0.00	\$0.00

## CU Estimate

### Project Estimation By Compatible Unit

U/R/T	QTY	CU	CU DESCRIPTION	MATERIAL COST	LABOR INSTALL	LABOR REMOVE	LABOR TRANSFER	SALVAGE VALUE
T	16	3951	SE-TRANSFER ENERGZD PRI 4-1/0	\$0.00	\$0.00	\$0.00	\$1,856.96	\$0.00
T	12	4001	SE-TRANSFER EXISTING PRI DE 4-1/0	\$0.00	\$0.00	\$0.00	\$1,392.72	\$0.00
Totals:				\$21,747.28	\$38,942.48	\$8,674.70	\$3,249.68	\$0.00
Overhead Costs:				\$4,566.93	\$30,375.13	\$6,766.27	\$2,534.75	
Total Materials:				\$26,314.21				
Total Labor:					\$69,317.61	\$15,440.97	\$5,784.43	
Total Install Cost:				\$95,631.82				
Total Removal Cost:				\$15,440.97				
Total Transfer Cost:				\$5,784.43				
Total Salvage Value:								\$0.00
Total Install Man Hours:						587.19		
Total Remove Man Hours:						130.80		
Total Transfer Man Hours:						49.00		

## CU Estimate

Report Last Refreshed on:

10/24/2013 15:21

### Project Estimation By Compatible Unit

Workorder: 4559804

Work Order Desc: TREE - Harrisburg Rd Bridge

Estimate: 516872

Designer: Carlson, James

WRT	QTY	CU	CU DESCRIPTION	MATERIAL COST	LABOR INSTALL	LABOR REMOVE	LABOR TRANSFER	SALVAGE VALUE
I	1	5968	SE-1 MAN-HOUR RW MAINT LABOR OH FUP CONV	\$0.00	\$82.90	\$0.00	\$0.00	\$0.00
I	1	5969	SE-1 MAN-HOUR RW MAINT LABOR OH FUP BKT	\$0.00	\$82.90	\$0.00	\$0.00	\$0.00
I	7468.14	SE-10% CONTINGENCY	10% Contingency Priced as \$.82 per Unit, Order as Many of these CUs to come up with price.	\$6,123.87	\$0.00	\$0.00	\$0.00	\$0.00
I	74971.07	SE-TURNKEY SERVICES	Turnkey Services Priced as \$.82 per Unit, Order as Many of these CUs to come up with price.	\$61,476.28	\$0.00	\$0.00	\$0.00	\$0.00
Totals:				\$67,600.15	\$165.80			\$0.00
Overhead Costs:				\$14,196.03	\$129.32			
Total Materials:				\$81,796.18				
Total Labor:					\$295.12	\$0.00	\$0.00	
Total Install Cost:				\$82,091.31				
Total Removal Cost:				\$0.00				
Total Transfer Cost:				\$0.00				
Total Salvage Value:								\$0.00
Total Project Cost:				\$82,091.31	Total Install Man Hours:		2.50	

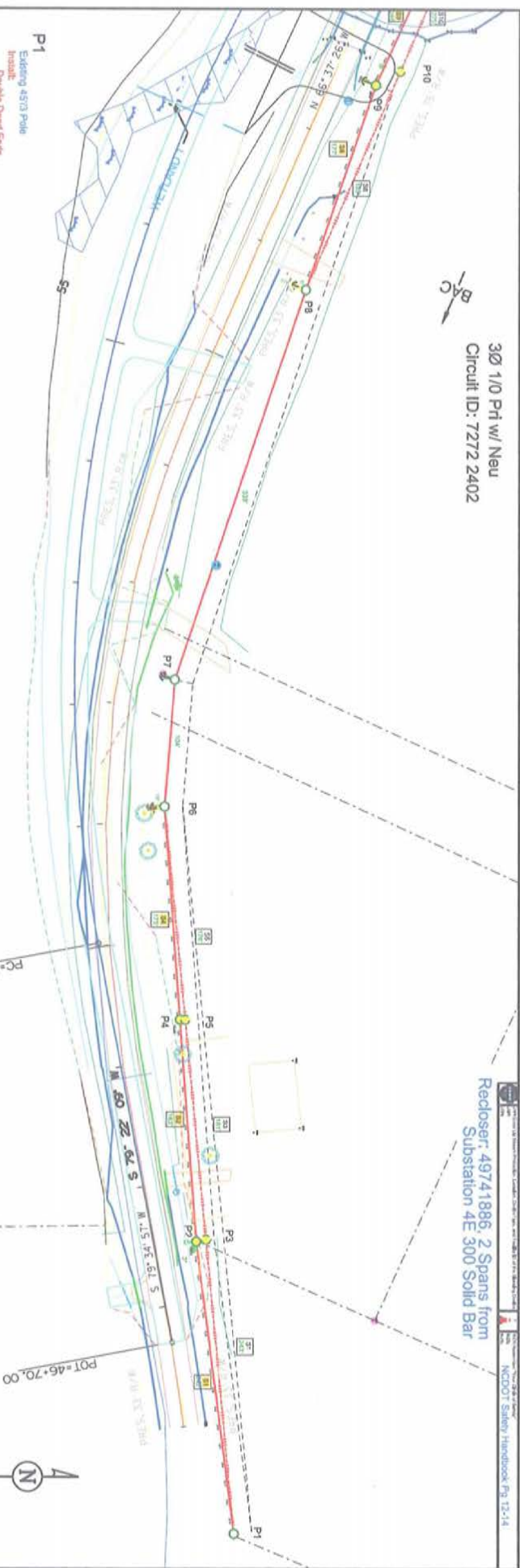
Show Report Criteria



3Ø 1/0 Prt w/ Neu  
Circuit ID: 7272 2402

Recloser: 49741886, 2 Spans from  
Substation 4E 300 Solid Bar

NECOT Safety Handbook Pg. 12-14



- P1 Existing 4573 Pole  
Install:  
Double Dead Ends  
Double Down Guy
- P2 Remove  
407/5 Pole  
8' Crossarm  
Double Down Guy
- P3 Install:  
407/5 Pole  
8' Crossarm  
Transfer 3Ø 1/0 Span
- P4 Remove  
407/5 Pole  
8' Crossarm
- P5 Install:  
407/5 Pole  
8' Crossarm  
Transfer 3Ø 1/0 Span
- P6 Existing 407/5 Pole  
Install:  
Double Dead Ends  
Double Down Guy  
Remove Double Down Guy
- P7 Existing 407/5 Pole - No Change
- P8 Install:  
407/5 Pole  
Double Dead Ends  
Double Down Guy
- P9 Remove  
407/5 Pole  
8' Crossarm  
Double Down Guy
- P10 Install:  
407/5 Pole  
8' Crossarm
- P11 Install:  
407/5 Pole  
8' Crossarm  
Double Down Guy

- S1 Transfer 243' 3Ø 1/0 OH Primary to P3
- S2 Remove 183' 3Ø 1/0 OH Primary w/ Neu
- S3 Transfer 181' 3Ø 1/0 OH Primary to P3
- S4 Remove 175' 3Ø 1/0 OH Primary w/ Neu
- S5 Transfer 178' 3Ø 1/0 OH Primary to P3
- S6 Install 195' 3Ø 1/0 OH Primary w/ Neu
- S7 Remove 177' 3Ø 1/0 OH Primary w/ Neu
- S8 Remove 248' 3Ø 1/0 OH Primary w/ Neu
- S10 Install 225' 3Ø 1/0 OH Primary w/ Neu



Substation Name(s)	Formal Line Station
Circuit ID(s)	7272 2402
Energy ID(s)	4009 4317 OH TX
Charge Job to SHR4B4616	
Work Order Number	4448418
Customer/Contact	SCDOT
Contract Name	Shelburne Rd
City	Fort Mill
County	Lancaster
State, Zip	SC 29505
Designer	Jin Cullen
Designee Phone	704-386-4353
Double check to add additional notes and details to drawing.	

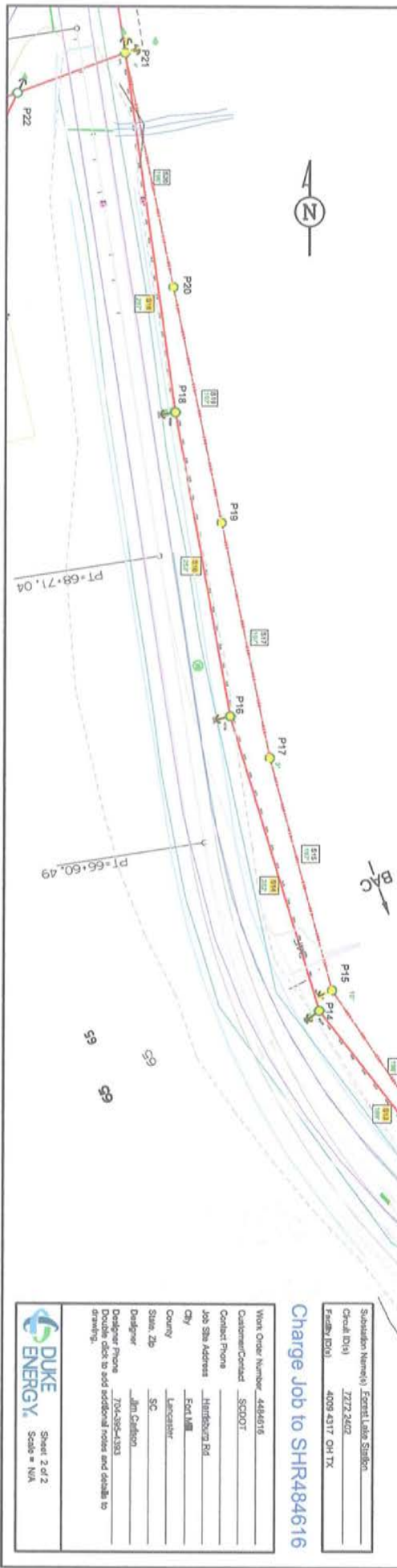
Sheet 1 of 2  
Scale = N/A

Recloser: 49741886, 2 Spans from  
Substation 4E 300 Solid Bar

- P11**  
Install:  
4075 Pole  
Double Down Guy  
8' Single Crossarm
- P12**  
Remove:  
4075 Pole  
Double Down Guy  
8' Double Crossarm
- P13**  
Install:  
4075 Pole  
Double Dead Ends  
Double Down Guy  
8' FG Crossarm
- P14**  
Remove:  
4075 Pole  
Double Down Guy  
8' Crossarm
- P15**  
Install:  
4075 Pole  
Double Down Guy  
8' Double Crossarm
- P16**  
Remove:  
4075 Pole  
Double Down Guy  
8' Crossarm
- P17**  
Install:  
4574 Pole  
Double Down Guy  
8' Single Crossarm
- P18**  
Remove:  
4075 Pole  
Double Down Guy  
8' Crossarm
- P19**  
Install:  
5174 Pole  
8' Single Crossarm
- P20**  
Install:  
4574 Pole  
8' Single Crossarm
- P21**  
Install:  
5075 Pole  
Double Dead Ends  
2 - 8' Double Crossarms  
Double Down Guy

- S8** Remove 240' 30' 110 ACSR Primary OH w/ Neu
- S10** Install 225' 30' 110 ACSR OH Primary w/ Neu
- S11** Install 225' 30' 110 ACSR OH Primary w/ Neu
- S12** Remove 225' 30' 110 ACSR Primary OH w/ Neu
- S13** Install 195' 30' 110 ACSR OH Primary w/ Neu
- S14** Remove 187' 30' 110 ACSR Primary OH w/ Neu
- S15** Install 197' 30' 110 ACSR OH Primary w/ Neu
- S16** Remove 255' 30' 110 ACSR Primary OH w/ Neu
- S17** Install 197' 30' 110 ACSR OH Primary w/ Neu
- S18** Remove 207' 30' 110 ACSR Primary OH w/ Neu
- S19** Install 187' 30' 110 ACSR OH Primary w/ Neu
- S20** Install 185' 30' 110 ACSR OH Primary w/ Neu
- S21** Transfer 30' 110 ACSR OH Primary w/ Neu

3Ø 1/0 Ph w/ Neu  
Circuit ID: 7272 2402



Charge Job to SHR484616

Substation Name(s) Forest Lake Station	
Circuit ID(s)	7272 2402
Feeder ID(s)	4009 4317 OH TX
Work Order Number 4484616	
Customer/Contact	SC007
Contact Phone	
Job Site Address	Hickory Rd
City	East Mill
County	Lancaster
State, Zip	SC
Drafter	Jim Carlton
Designer	
Design Phone	704-354-4363
Double click to add additional notes and details to drawing.	



STATE OF SOUTH CAROLINA }  
COUNTY OF LANCASTER } RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, that James L. Pettus, grantor of said County and State, in consideration of the sum of \$1.00 to me in hand paid by DUKE POWER COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, bounded by lands of North D. H. Pettus, West State Highway # 681, East B. T. Wilson, South D. B. Wilson - H. B. Wilson and to construct, maintain and operate in, upon, and through said premises, in a proper manner with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

In WITNESS WHEREOF, the said grantor do hereunto set hand and seal this 27 day of April 1937  
Signed, sealed and delivered in the presence of:

M. P. Bridge James L. Pettus (SEAL)  
J. R. Wilson

NOTARY PUBLIC, SOUTH CAROLINA  
COUNTY OF LANCASTER

Personally appeared before me M. P. Bridge and made oath that he saw the within named James L. Pettus sign, seal, and to his act and deed deliver the within written instrument, and that he with J. R. Wilson witnessed the execution thereof.

Subscribed to before me this 27 day of April, A. D., 1937 M. P. Bridge (SEAL)  
(SEAL) W. B. Patterson  
Notary Public

REC. 6/13/37

STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

KNOW ALL MEN BY THESE PRESENTS, that W. Fred Patterson & Mary Armstrong Patterson grantor of said County and State, in consideration of the sum of \$1.00, to me in hand paid by DUKE POWER COMPANY, the receipt whereof is hereby acknowledged, do hereby grant unto said DUKE POWER COMPANY, its successors and assigns, the right, privilege and easement to go in and upon that certain tract or lot of land situated in said County and State, bounded by lands of North McAlpin Creek, South J. W. Pettus, East Mrs. T. H. Barber, West, W. B. Douglas

and to construct, maintain and operate in, upon, and through said premises, in a proper manner, with poles, wires and other necessary apparatus and appliances, a line for the purpose of transmitting power by electricity, together with the right at all times to enter upon said premises for the purpose of inspecting said line and making necessary repairs and alterations thereon; together with the right at all times to cut away and keep clear of said line all trees and other obstructions that may, in any way, endanger the proper maintenance and operation of the same.

In WITNESS WHEREOF, the said grantor do hereunto set hand and seal this day of , 1937  
Signed, sealed and delivered in the presence of:

M. P. Bridge W. Fred Patterson (SEAL)  
J. R. Wilson Mary Armstrong Patterson (SEAL)

STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

Personally appeared before me M. P. Bridge and made oath that he saw the within named W. Fred Patterson-Mary Armstrong Patterson sign, seal, and to their act and deed deliver the within written instrument, and that he with J. R. Wilson witnessed the execution thereof

Subscribed to before me this 27 day of April, A. D., 1937 M. P. Bridge (SEAL)  
(SEAL) W. B. Patterson  
Notary Public

REC. 6/12/37



*Charles S. Bradford, P.A.*

ATTORNEYS AT LAW

POST OFFICE BOX 977

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FACSIMILE 803-684-4488

WWW.CHARLESBRADFORDLAW.COM

CHARLES S. BRADFORD

DANIEL H. HARSHAW

PHYSICAL ADDRESS

4 EAST LIBERTY STREET  
YORK, SOUTH CAROLINA 29745

December 2, 2013

Mr. James Carlson  
Duke Energy Corporation  
6325 Wilkinson Blvd.  
Charlotte, North Carolina 28214

VIA EMAIL: James.Carlson@duke-energy.com  
& REGULAR MAIL

Re: Right-of-Way Research along Harrisburg Road  
Our File No: 2961.85  
State File 29.039094  
State Project BR88 (078)  
Duke Energy WO SHR484616

Dear Mr. Carlson:

This letter is a report of Lancaster County Tax Map Parcel 0003-00-049.16, which is currently owned by Elizabeth P. Howey. She acquired the property from William E. Robinson, Elizabeth P. Robinson, Matthew W. Crowder and Florence P. Crowder by deed recorded in Deed Book O-6, Page 109. The grantors in this deed are the purchasers in a public sale of the land following a partition of the Estate of W. Fred Patterson. The deed from the Clerk of Court is recorded in Deed Book C-6, Page 2299. The Partition action was filed in the Lancaster County Court of Common Pleas, having case number 1975-CP-29-196. W. Fred Patterson died, leaving a life estate interest to his wife, Mary Armstrong Patterson, who died September 10, 1973. The remainder interest was held by Florence P. Crowder, Elizabeth P. Robinson, Julia P. Cantrell, and Jane P. Melton. The subject property appears to be the property W. Fred Patterson acquired from Beulah Pettus and H.N. Patterson, Jr., by deed recorded in Deed Book D-3, Page 486, on November 4, 1933. The property is described as being bounded by McAlpine Creek on the north, Culp on the east, Beulah Pettus on the south and H.N. Patterson, Jr. on the west; and the property acquired from Mrs. Effie Byrum in Deed Book F-3, Page 728, recorded June 25, 1937, which is described as being bounded to the north by Rachel Phillips, east by H.W. McGinn, south by Mary L. Barber, and west by W. Fred Patterson.

In the Right-of-Way granted to Duke Power Company by W. Fred Patterson and Mary Armstrong Patterson, recorded June 13, 1937 in Deed Book G-3, Page 605, the property is described as being bounded by McAlpine Creek on the north, J.H. Pettus on the south, Mrs. T. H. Barber, and W.B. Douglas. When looking at bounding land owner descriptions, there appear to be 3 matching boundary landowners. This makes me feel very certain that the right-of-way affects the property

presently owned by Mrs. Howey.

I have enclosed copies of the relevant documents for your reference. Please let me know if you would like any additional information.

With kind regards,

Sincerely,



Daniel H. Harshaw

Enclosures

## Keitt, Cedric C.

---

**From:** Kitowicz, Thaddeus - FHWA  
**Sent:** Wednesday, April 16, 2014 9:45 AM  
**To:** Keitt, Cedric C.  
**Subject:** RE: Utility Relocations - Bridge over McAlpine Creek 29.039094

Cedric,

Thanks. Please let this email serve as FHWA's approval of the utility relocation at the subject location.

Tad

---

**From:** Keitt, Cedric C. [<mailto:KeittCC@scdot.org>]  
**Sent:** Tuesday, April 15, 2014 11:37 AM  
**To:** Kitowicz, Thaddeus (FHWA)  
**Cc:** Attaway, Mark C  
**Subject:** RE: Utility Relocations - Bridge over McAlpine Creek 29.039094

Mr. Kitowicz,

Listed below is your questions answered for the above mentioned project. Attached is the corrected agreement with the buy America provision.

*Cedric Keitt*  
**SCDOT**  
*Utilities Project Manager*  
*Right of Way - Headquarters*  
*(803) 737-1407*  
[KeittCC@scdot.org](mailto:KeittCC@scdot.org)

**From:** Carlson, James [<mailto:James.Carlson@duke-energy.com>]  
**Sent:** Tuesday, February 04, 2014 3:09 PM  
**To:** Marion Leaphart  
**Subject:** RE: 29.039094- S-64(Harrisburg Rd) -McAlpine Crk- Lancaster Co

Marion,

The Turnkey Services on an estimate is for any costs incurred that are related to the project from outside the company. These costs are typically for Right of Way Research, Surveying, Tree Clearing, and things of that nature. There is a markup on these costs for our administration of the service. These costs are part of getting the estimate together and doing the project. The actual cost of these items are billed to SCDOT.

The 10% markup on the estimate is to cover ourselves for the glitches or inadequacies of the software, and in our experience the actual cost of these projects usually dictates the use of the 10 %. This item would not need to be tracked, because Duke charges the actual cost of the project to



SCDOT. Since the estimate is just that, an estimate, the 10 % is just one tool we use to try to get the estimated costs of the project to correlate closely with the actual costs.

No matter what is estimated, the actual cost of the project is what is billed to SCDOT.

*Thanks,*

*Jim Carlson*

Office 704-395-4393  
Cell 704-604-8995



---

**From:** [Thaddeus.Kitowicz@dot.gov](mailto:Thaddeus.Kitowicz@dot.gov) [mailto:[Thaddeus.Kitowicz@dot.gov](mailto:Thaddeus.Kitowicz@dot.gov)]  
**Sent:** Monday, February 03, 2014 1:24 PM  
**To:** Caraway, Kimberly R  
**Cc:** Attaway, Mark C; Keitt, Cedric C.; Wimberly, Joel; Klauk, Brian D.  
**Subject:** Utility Relocations - Bridge over McAlpine Creek

Kim,

I am attaching FHWA's approval for three of the four utility relocations for the subject project.

Regarding the proposed Utility Agreement between SCDOT and Duke Energy, the following comments need to be addressed before we can take action on the agreement:

1. The utility agreement needs to include the Buy America provision.
2. For both estimates included with the draft agreement, please clarify the purpose of two line items: "Contingency" and "Turnkey Services." When clarifying, please explain how these two line items will be reimbursed by SCDOT.

If you have any questions, please let me know. Thanks.

Tad

Caraway, Kimberly R

I had requested  
additional info on  
this one.

**From:** Thaddeus.Kitowicz@dot.gov  
**Sent:** Monday, February 03, 2014 1:24 PM  
**To:** Caraway, Kimberly R  
**Cc:** Attaway, Mark C; Keitt, Cedric C.; Wimberly, Joel; Klauk, Brian D.  
**Subject:** Utility Relocations - Bridge over McAlpine Creek  
**Attachments:** img-203125503-0001.pdf; img-203125513-0001.pdf; img-203125537-0001.pdf

Kim,

I am attaching FHWA's approval for three of the four utility relocations for the subject project.

Regarding the proposed Utility Agreement between SCDOT and Duke Energy, the following comments need to be addressed before we can take action on the agreement:

1. The utility agreement needs to include the Buy America provision.
2. For both estimates included with the draft agreement, please clarify the purpose of two line items: "Contingency" and "Turnkey Services." When clarifying, please explain how these two line items will be reimbursed by SCDOT.

If you have any questions, please let me know. Thanks.

Tad

LIA 12957

Emailed for FHWA  
Approval

**Caraway, Kimberly R**

**To:** Kitowicz, Thaddeus - FHWA  
**Cc:** Attaway, Mark C; Keitt, Cedric C.; Wimberly, Joel; Klauk, Brian D.  
**Subject:** 29.039094 Duke Energy FHWA Approval  
**Attachments:** 29.039094 Duke Energy UA 12957.pdf

1/13/2014

Mr. Kitowicz,

Please review/sign the attached Utility Agreement letter for Duke Energy concerning the relocation of their facilities necessary for Project BR88(078) on S-64 (Harrisburg Road) bridge over McAlpine Creek in Lancaster County.

If you have any questions in reference to this emailed documentation please call Mr. Cedric Keitt at (803) 737-1407.

**Note – This correspondence is only being sent via email. Should you request that a hard copy be mailed by regular mail please email me and let me know that you need one. My email address is [CarawayKR@scdot.org](mailto:CarawayKR@scdot.org)**

Thanks & Have A Lovely Day,

*Kim Caraway*



**Kim Caraway, Program Assistant**  
955 Park Street, Columbia, SC 29201

[CARAWAYKR@SCDOT.ORG](mailto:CARAWAYKR@SCDOT.ORG)

**PHONE: (803) 737-1759 FAX: (803) 737-1403**

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January 9, 2014

Thaddeus Kitowicz  
Federal Highway Administration  
Strom Thurmond Federal Building  
1835 Assembly Street, Suite 758  
Columbia, South Carolina 29201

RE: File 29.039094 – Project: BR88(078) – Road/Route: S-64 (Harrisburg Road) – Bridge over McAlpine Creek – Lancaster County

Dear Mr. Kitowicz:

Attached is a copy of the proposed Utility Agreement No.12957 in the amount of \$198,948.53 and supporting documentation from Duke Energy Progress Inc. covering the relocation of their facilities from the above referenced project. Also attached is the recommendation of SCDOT's District Four.

The work is to be monitored by SCDOT as outlined in the SCDOT's Construction Manual.

Your attention and approval will be greatly appreciated.

Sincerely,



Mark C. Attaway  
State Utility Engineer

MCA:kc  
cc: Brian Klauk, Program Manager  
S. F. Lorick, Jr., Obligation Management Office  
File:RW/UM/MCA

FHWA Participation Agreement by: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



**MEMORANDUM**

**TO:** Mark Attaway, Utility Engineer  
**FROM:** John M. McCarter, Fourth District Engineering Administrator  
**DATE:** January 3, 2014  
**RE:** File No. 29.039094  
FAP No. BR88(078)  
Bridge over McAlpine Creek  
Lancaster County

Attached is the Final Utility Coordination Report submitted by JE Infrastructure on the above project. The following report has been reviewed by Resident Construction Engineer Shannon L Parris.

Approval is recommended.

JMM:jef  
Attachments  
cc: Shannon L. Parris, Resident Construction Engineer  
File: D4/CON/JEF



December 12, 2013

Mr. Shane Parris  
Resident Construction Engineer  
S C Department of Transportation  
1868 Old Georgia Highway  
Gaffney, SC 29340

RE: SC File No. 29.039094 – FAP No. BR88(078) – Road S-64 (Harrisburg Road) –  
Lancaster County  
Bridge over McAlpine Creek

Dear Mr. Parris:

Please find attached the utility relocation sketches, no cost letters, utility agreement, certification of prior rights and estimate of cost for the above referenced project for your review.

Attached are:

**Duke Energy Carolinas, LLC** - utility agreement (\$198,948.53), certification of prior rights, estimate of cost and relocation sketches

**Lancaster County Natural Gas Authority** – relocation sketches and no cost letter


**Lancaster Telephone Company (Comporium)** – relocation sketches and no cost letter

**U.S. Geological Survey** – relocation letter and no cost letter

**Lancaster County Water & Sewer District** – relocation sketches and no cost letter

Should you have any questions concerning any of these utilities, please give me a call.

Sincerely,

  
Marion E. Leaphart  
Utilities Director  
843.200.7770





December 4, 2013

Mr. Shane Parris  
Resident Construction Engineer  
S C Department of Transportation  
1868 Old Georgia Highway  
Gaffney, SC 29340

RE: SC File No. 29.039094 – FAP No. BR88(078) – Road S-64 (Harrisburg Road) –  
Lancaster County  
Bridge over McAlpine Creek  
Duke Energy Carolinas LLC Utility Agreement

Dear Mr. Parris:

Attached you will find a utility agreement in the amount of \$198,948.53 covering the relocation of Duke Energy Carolinas LLC's facilities for replacing the bridge over Cane Creek for your review and concurrence.

Please note that. Duke Energy Carolinas LLC does have a prior right. A certification of prior rights is attached

It is recommended that this utility agreement be approved.

Should you have any questions concerning this agreement, do not hesitate to call.

Sincerely,



Marion E. Leaphart  
Utility Director  
843.200.7770

