

November 4, 2014

Mr. Edward H. Heuer, III
Project Engineer
South Carolina Public Service Authority
One Riverwood Drive
Moncks Corner, South Carolina 29461

Re: File 10.037345A – Project No GEN8000 – Preliminary Engineering for Relocation of Electric
Facilities – Port Access Road (I-26 Exit 217) – Charleston County

Agreement No: 13009

Project ID	Phase	Cost Center	WBS Element	Fund	Functional Area	Obligation Amount
0037345	UT	U120000C10	10GEN8000E1.P0RT.5	40959000	U120XE222_0030	\$75,000.00

Dear Mr. Heuer:

The South Carolina Department of Transportation (SCDOT) has reviewed and approved the enclosed utility agreement in the amount of \$75,000.00 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".

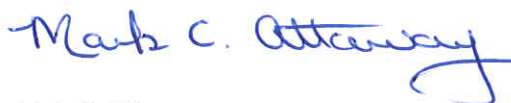
The Company shall meet the Buy America requirements specified in 23 USC 313. The Company shall provide a definitive statement about the origin and manufacturing process (from melting to fabrication) of all products which are permanently incorporated into the work and covered under the Buy America requirements 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 Two
South Carolina Public Service Authority (Santee Cooper)
Agreement Number 13009

Prior to beginning your operation, you must notify Utility Coordinator Yvette Oliver, 6355 Fain Boulevard, North Charleston, South Carolina 29406-4989. Yvette Oliver may be contacted via email at OliverY@scdot.org or may be reached at telephone number (843) 746-6733. 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 Yvette Oliver.

Sincerely,



Mark C. Attaway
State Utilities Engineer

MCA:krc

Enclosure

cc: Tracy Smiling, Accounting Division

Dale Wagoner, Contract Program Resource Service

Yvette Oliver, District Six Utility Coordinator

Jae Mattox, Program Manager

Rickele Gennie, FHWA

Buddy Heuer, Santee Cooper

Annette Rish, Senior Budget Analyst, Budget Office

S. F. Lorick, Jr. Obligations Management

Diane Stubbs, Obligations Management

Michael Hughes, Project Closing Coordinator

File:RW/UM/MCA

UTILITY AGREEMENT

S. C. File No. 10.037345A Route (or Road No.) Port Access Road (I-26 Exit 217)

F. A. Project No. GEN8000 State Project No. _____

This Agreement made this 4th day of November, 2014, by and between
the South Carolina Department of Transportation, hereinafter called "Department" and the
South Carolina Public Service Authority (Santee Cooper) 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: Provide preliminary engineering (survey, geotech, right of way, design, estimate, etc to complete a Utility Agreement for material and construction to relocate a portion of the North Charleston-South Navy Yard 115 kV Line and distribution line around SCDOT proposed Port Access Road located at I-26 Exit 217.

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

\$ 75,000 + all costs associated with acquisition of replacement right-of-way and replacement of all utility facilities.

State Share 100%

Utility Share 0%

- (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)

See attached exhibit for detail listing.

Easement for this project is filed in Charleston County
(County)
Charleston, 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 71 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:

☒ BY COMPANY'S REGULAR FORCES

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

Activities such as soil borings, survey or other professional services may be completed by contract or
outsourced.

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.

☐ 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.

- ☒ (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.
13. The Santee Cooper Reimbursable/Billable Project Authorization and the terms set forth on Appendix A are a part of this Agreement.

COMPANY: SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

ADDRESS: One Riverwood Drive (POB 2946101) Mail Code: M404
Moncks Corner, SC 29461

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.

BY: Edward H. Heuer, III
TITLE: Project Engineer

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY:

Mark C. Ottaway 11/4/14
UTILITIES MANAGER

APPENDIX A

The Department and the Company further agree to the following terms:

- (1) **Replacement Rights** - The Department will reimburse the Company for all costs associated with relocation, to include preliminary engineering as described above, and also all costs associated with obtaining replacement rights-of-way and utility facilities.
- (2) **Liability** - The parties acknowledge and agree that neither party assumes any liability or responsibility for any claims or actions arising as a result of the action or omissions of the other party to the extent permitted by state law.
- (3) **Maintenance** - All maintenance and/or modifications to the approved facilities shall be in accordance with the Department's A Policy for Accommodating Utilities on Highway Rights-of-Way.
- (4) **Transfer of Title** - Any transfer of title of the Department's right-of-way shall include a provision reserving the Company's encumbrance on the right-of-way.
- (5) **Easement Interests** - This Utility Agreement in no way grants the Company easement interests in the Department's right-of-way.
- (6) The Company hereby agrees to relocate its utility facilities in conflict with highway construction to a location on the Department's property 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".
- (7) **Easements** - As referenced in Paragraph 2(a) of this Agreement, the Company's easements for this project are file in Charleston (County) Charleston, SC (City and State)
- (8) **Payments** - Notwithstanding the provisions of the last paragraph of Section 9 of this Agreement, the Department will accept project billings more than six months after completion of the work if the Company has demonstrated to the Department's satisfaction a hardship in completing that billing and/or contacted the SCDOT to request a reasonable extension of time.



santee cooper®

P.O. Box 2946101
Moncks Corner, SC 29461-6101
(843) 761-8000

REIMBURSABLE / BILLABLE PROJECT AUTHORIZATION

Refer to Policy 3-05

Reimbursable / Billable Title:
Santee Cooper Transmission Line Relocation Preliminary Engineering - Port Access Rd (I-26 Exit 217)

Description of Work:
Provide preliminary engineering (survey, geotech, right of way, design, estimate, etc to complete a Utility Agreement for material and construction to relocate a portion of the North Charleston-South Navy Yard 115 kV Line and distribution line around SCDOT proposed Port Access Road located at I-26 Exit 217. (See attached for occupancy rights)
A separate Reimbursable/Billable Project Authorization shall be submitted for all additional work.

Provisions:
Santee Cooper agrees to perform the above described work, and second party agrees to pay for such work in the following manner: _____ payable in advance unless otherwise specified below in Special Provisions.

Special Provisions:
Santee Cooper will bill for actual costs monthly. Ref: Port Access Road (I-26 Exit 217) S.C. File No. 10.037345A - F.A. Project. GEN8000

Location of Title:
Title to the completed facilities, as described above, shall vest in: Company Name: <u>South Carolina Public Service Authority</u> Location: <u>One Riverwood Drive</u> City/State/Zip: <u>Moncks Corner, SC 29461</u>

Reimbursable / Billable Project No.: If unknown, please contact Asset Acct.)	
---	--

Expected Date of Completion:	04/01/2016
------------------------------	------------

Estimated Total Cost: (Attach Engineering Estimate)	\$ 75,000.00
--	--------------

Agreement Signatures:
Where this agreement covers work by Santee Cooper at the Second Party's request, the Second Party agrees to hold Santee Cooper harmless from any damage resulting from such work. Entered into this _____ day of _____, 20 _____

Santee Cooper
Print Name: <u>Edward H. Heuer, III</u> Title: <u>Project Engineer</u> Signature: _____ Witness Signature: _____ Approved: _____ (Responsible Manager/Vice President)

Second Party
Print Name: <u>Mark C. Attaway</u> Signature: <u>Mark C. Attaway</u> Witness Signature: <u>Kim Carraway</u>

Send Bill To
Company Name: <u>South Carolina Dept. of Transportation</u> Attention of: <u>Yvette Oliver</u> <u>6355 Fain Boulevard</u> Address Line 1: <u>North Charleston, S.C.</u> Address Line 2: <u>29406-4989</u> Telephone Number: <u>843-746-6733</u>

Please make copies and distribute - Original: Financial Accounting (M202)
Copies to: Asset Accounting (M202)
Originating Unit
Customer

Exhibit 1

Easements acquired for transmission line validating right of occupancy:

1. PML-12: Virginia Carolina Chemical
2. PML-12A: Molony Fertilizer
3. PML-15: Mrs Maggie Magwood
4. PML-17: St Michael & St Phillips Drainage District

Structure Form

Line No. FML-12

Check No. _____

R/W a/c No. _____

THE STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

The undersigned Grantor, Virginia Carolina Chemical Corporation, of Richmond, Virginia, in consideration of the payment hereinafter agreed upon, hereby grants to the South Carolina Public Service Authority (hereinafter called the Authority), its successors and assigns, a perpetual easement for the construction and maintenance of an electric transmission line or lines, towers, poles, anchors and necessary fixtures and wires attached thereto, counterpoise underground wires, and all structures and appliances necessary or convenient in connection therewith, together with all rights and privileges incident to the use and enjoyment thereof, the right of ingress and egress to and along the said line and the right to clear and keep clear all brush, timber and tree tops over and upon that certain tract situated in No. 4 School District, Charleston County, South Carolina, more fully described as follows:

"A strip of land 50' wide beginning at a point 439.8' southwest of the northeast property line marker at a point designated as station 35 / 97.1; thence running south 46° 05' east, a distance of 24.5' to an angle point known as station 36 / 21.6; thence running south 31° 56' east, a distance of 1,193.8' to an angle point designated as station 48 / 14.9, said point being 60.5' southeast of the intersection of the west R/W line of the South Carolina Public Service Authority with the east R/W line of the South Carolina Power and Light Company, and at which said intersection, parallel begins with the R/W of the Power Company; thence running south 43° 31' east, a distance of 1,168.1' to a point on the north boundary line of the Maloney Fertilizer Company property, said point being designated as station 59 / 83 and approximately 1.5' east of the west property corner on the north property line of the said Maloney Fertilizer Company property. Thence beginning at a point 28.4' east of the southwest property corner on the south property line of the Maloney Fertilizer Company property, said point being designated as station 61 / 52; thence running south 43° 31' east, a distance of 1,506.4' to an angle point designated as station 76 / 58.4; thence south 46° 17' east, a distance of 1,312.6' to an angle point designated as station 89 / 71, said point being 78.2' on a line at right angles and running in a north-easterly direction from the center line of the South Carolina Power and Light Company's 44 KV transmission line. Thence running south 81° 0' east, a distance of 225' to an angle point designated as station 91 / 96; thence running south 88° 45' east, a distance of 198' to an angle point designated as an equation - station 93 / 94 Back equals to 94 / 83 Ahead, thence running north 62° 50' east, a distance of 27.5' to a point designated as station 95 / 10.5 which is a point on the Railroad property line on the south side of King Street. The location of the proposed transmission line of the South Carolina Public Service Authority, together with iron markers set at angle points on the right-of-way line, is fully shown on Drawing No. 93042 RW and made a part of the easement contract to be executed by the Virginia Carolina Chemical Corporation to the said South Carolina Public Service Authority."

Payments shall be as follows and shall be payable not later than 60 days after date or within one year from this date, to wit:

35 structures complete, wood or metal including necessary fixtures, wires and appurtenances, located on ground in this area and owned by the grantor . . @. \$50.00 each.	\$1,750.00
25 anchors placed in ground owned by the grantor @. \$20.00 each.	500.00
Total	\$2,250.00

Payments provided for by this instrument may be made by check mailed to the grantor at P. O. Box 1136, Richmond, Virginia.

The Authority shall have the right to clear and keep clear a strip twenty-five (25) feet wide on each side of the center line.

The Grantor expressly reserves the right to use the lands described herein for agricultural and any other purposes of such nature as will not interfere with the construction, operation, patrol and maintenance of the transmission line, but the Grantor agrees not to construct, in the future, any dwelling, barn, or other building, or create any fire hazard within twenty-five (25) feet of the center line of the above transmission line without first obtaining written consent of the Authority.

It is further agreed and understood that the Authority, by its contractor, has the right to move the two room tenant house now on said right-of-way from 100 to 200 feet to prevent it from being a fire hazard to the said line. The cost of moving this house and leaving same in as good liveable condition as it now is to be borne by the Authority.

It is further agreed and understood that should the wires, poles, anchors, and guy wires, or any portion thereof, constructed, operated and maintained by the Authority on the right-of-way herein described, hereafter interfere with the manufacturing operations of the Chemical Corporation or future subdivision laid out by the Chemical Corporation, its successors or assigns, then, upon Ninety (90) days' notice of such interference, the Chemical Corporation will convey without further cost a like right-of-way to the Authority across the above described property. The said right-of-way to be at such location on the property as to permit the construction, operation and maintenance of said transmission line in accordance with good engineering and operating practices.

The Authority will thereafter remove its present lines to the new location and any additional structures for this relocation to be made on the right-of-way without the payment of any additional right-of-way cost.

The Grantor further represents and warrants that the property described in this easement is free from all liens and encumbrances but, in the event that any such liens and encumbrances do exist, the Grantor hereby grants to the Authority, its successors and assigns, the right at its discretion to pay all or any portion of the consideration for this agreement to the owners and holders of any liens on the property, including tax liens, if any such liens be outstanding. Such payments to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.

This agreement shall extend to the parties, their heirs, executors, administrators, successors and assigns.

TO HAVE AND TO HOLD, all and singular the rights, privileges and easements aforesaid unto the said South Carolina Public Service Authority, its successors and assigns, forever. And it does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the said rights, privileges and easements unto the said South Carolina Public Service Authority, its successors and assigns, against it and its successors and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, it has hereunto set its hand and seal this 3rd day of July, 1943.

VIRGINIA-CAROLINA CHEMICAL CORPORATION

By C. Lynn Jolly (SEAL)
President- c/s
Jel

WITNESS:

K. H. Leach
M. T. Cashell

ATTEST:

G. L. Johnson (SEAL)
First Secretary-

THE STATE OF VIRGINIA

City of Richmond }

PERSONALLY appeared before me K. O. Hechler and made
oath that she saw the within named Virginia-Carolina Chemical Corporation,
by R. Lynn Juey, its President, attested by Geoff
Osborne, its Secretary, sign, seal and as the act and deed
of said Corporation, deliver the within instrument of writing; and that she
with M. T. Corbell witnesses the execution thereof.

SWORN to before me this 3rd
day of July, A. D., 1943.

Adelaide K. Edwards

(SEAL)

Notary Public in and for Virginia.

My commission expires

NOTARY PUBLIC
CITY OF RICHMOND, VA.
MY COMMISSION EXPIRES FEB. 8, 1947

✓
D.C. Mason - 1247
Call 22 976
July 14 1943 at 12:00
(PML 12)

Virginia Carolina
Chemical Corporation

²⁰
South Carolina
Public Service Authority

Easement

At. M. C. Office, Charleston, S. C.

Filed, Indexed and Recorded this

14 day of July, A.D., 1943,

at 12 o'clock in Book 42, pg. 533

No. of Dues. Stamp none affixed
attached plat not recorded
by direction of D.C. Mason.

Fee \$2.50, P.D.
Julius E. Cogswell
Register Mecklenburg

PML-121

in the administration of the funds under the within and similar instruments constituting the fund for the perpetual care of designated lots in said Magnolia Cemetery.

It is further agreed that the within agreement shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set her hand and seal, and MAGNOLIA CEMETERY has caused this instrument to be executed by its officers thereunto authorized and its corporate seal to be hereunto attached, and CAROLINA SAVINGS BANK, as Trustee, has caused this instrument to be executed by its officers thereunto authorized and its corporate seal to be hereunto attached, all of which has been done the day and year first above written.

IN THE PRESENCE OF:

W. R. Hillen.

Waring P. Carrington
As to Party of First Part

Elizabeth T. Buist

Lucile Huneken
As to Magnolia Cemetery
and the Trustee

(CORPORATE SEAL)
(MAGNOLIA CEMETERY)

(CORPORATE SEAL)
(CAROLINA SAVINGS
BANK)

Ruth A. Mazyck (L.S.)

MAGNOLIA CEMETERY

By Henry P. Williams
as President

By Ellison A. Williams
as Sec. & Treas

CAROLINA SAVINGS BANK, as Trustee

By Louis T. Parker
as Trust officer

By Sidney B. Jones
as asst Cash

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared Waring P. Carrington who being duly sworn says he saw Ruth A. Mazyck sign and seal and Magnolia Cemetery by Henry P. Williams as President and Ellison A. Williams as Sec. & Treas. and Caroline Savings Bank as Trustee by Louis T. Parker as Trust Officer and Sidney B. Jones as Assistant Cashier respectively sign, affix their respective corporate seals and as their respective acts and deeds deliver the within written Perpetual Care Agreement, and that he with W. R. Hillen as to Ruth A. Mazyck and with Elizabeth T. Buist and Lucile Huneken as to Magnolia Cemetery and Caroline Savings Bank, witnessed the due execution thereof.

SWORN to before me this }
7th day of January, 1944 }

Thomas E. Myers (Seal)
Notary Public in & for So. Ca.

(NOTARIAL SEAL)
(THOMAS E. MYERS)
(N. P. FOR S. C.)

Waring P. Carrington

Recorded Jan. 10, 1944 at 12 o'clock. S. G. Doc. Stamp none affixed. Original delivered to Ruth A. Mazyck. Julius E. Cogswell, R. M. C. per clk. E. G.

N-44, Pg. 13

PML-12 A

MOLONY FERTILIZER COMPANY, INC. TO SOUTH CAROLINA PUBLIC SERVICE AUTHORITY EASEMENT

STATE OF SOUTH CAROLINA }

COUNTY OF CHARLESTON }

EASEMENT

KNOW ALL MEN BY THESE PRESENTS That Molony Fertilizer Company, Inc., a Corporation duly organized under the laws of the State of South Carolina, (herein at times called "Company") for and in consideration of the sum of \$100.00 to it paid by South Carolina Public Service Authority, a body corporate and politic organized under the laws of the State of South Carolina, (herein at times called "Authority") receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said South Carolina Public Service Authority:-

A right of way for its pole and wire line as located by the Authority and more particularly shown on a plan or plat thereof prepared by the South Carolina Public Service Authority, dated 29th day of September, 1948, being Drawing No. 93948 RW, hereto attached and made a part hereof, for the construction, operation and maintenance of electric transmission lines, towers, poles, anchors, and necessary fixtures and wires attached thereto, counterpoise underground wires, and all structures and appliances necessary or convenient in connection therewith, together with all rights and privileges incident to the use and enjoyment thereof, the right of ingress egress to and along the said lines and the right to clear and keep clear all brush and timber on said right of way and to cut all danger trees outside of said right of way which might endanger any of the works on said right of way, over and upon that certain tract of land in School District No. 4 in Charleston County, State aforesaid, bounded on the North, West and South by lands formerly of the Royal Fertilizer Company now of the Virginia-Carolina Chemical Corporation and on the East by what is known as the King Street Dual Highway, being the same tract of land shown by a plat of said property attached to deed and recorded in the office of R.M.C. for Charleston County in Deed Book U-24 at Page 401.

The Authority shall at all times exercise due care and diligence to avoid any injury or damage to the property of the Company, its grantees, licensees and tenants and will, whenever practicable to do so, use regularly established highways during construction, patrol, and maintenance. The Authority agrees to indemnify and save harmless the Company, its grantees, licensees and tenants, from any and all such damage and loss arising or occurring to such property solely by reason of negligence in the construction, patrol, operation, and maintenance of said transmission line. Company hereby agrees to give written notice to the Authority of any such damage or loss within sixty (60) days of the occurrence thereof, and without such notice the Authority will not be responsible for such damages.

The Company expressly reserves the right to use the right of way of the above transmission line for such purposes as will not interfere with the construction, successful operation, patrol and maintenance of the transmission line.

To Have and To Hold unto the said South Carolina Public Service Authority, its successors and assigns, for such period of time as the rights herein granted may be needed or useful for the operation or maintenance of its said pole and wire line, other fixtures and appurtenances. Upon the termination of said period of time (which is to be evidenced by the removal of said fixtures and appurtenances by said Authority and the abandonment of said right of way) said right of way and the easements herein granted shall revert to said Molony Fertilizer Company, Inc. absolutely and in fee simple, and the rights and easements herein granted shall forthwith cease and determine.

The Company represents and warrants that the property described in this easement is free from all liens and encumbrances.

All the rights, privileges, authorities, easements, conditions, restrictions, reservations and agreements herein expressed shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns; and said Company does hereby bind itself and its successors to warrant and forever defend all and singular the said rights, privileges and easements unto the said South Carolina Public Service Authority, its successors and assigns, against itself and its successors.

IN WITNESS WHEREOF, said Molony Fertilizer Company, Inc. has caused these presents to be executed in its name, by its proper officers, and its corporate seal to be hereto affixed this 30th day of September, in the year of our Lord, One Thousand Nine Hundred and Forty-Three, and in the One Hundred and Sixty-Eighth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered

(CORPORATE SEAL)
(MOLONY FERTILIZER
COMPANY)

MOLONY FERTILIZER COMPANY, INC.

In the Presence of:

By John C. Molony (SEAL)
Pres.

Mrs. R. G. Paterson

ATTEST:

Louise J. Fleming

John H. Schachte (SEAL)
Secy.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY appeared before me Louise J. Fleming, who, on oath, says that she saw the within named Molony Fertilizer Company, Inc. by John C. Molony, its President, attested by John H. Schachte, its Secretary, sign, seal and as its act and deed deliver the same and that she with Mrs. R. G. Paterson witnessed the execution thereof.

SWORN to before me this 30th day

Louise J. Fleming

of September, 1943.

John I. Cogswell (SEAL)
Notary Public for South Carolina.

Recorded Jan. 10, 1944 at 3:20 o'clock. Attached plat not recorded by direction of Mr. D. C. Mason, Property Custodian, S. C. Public Service Authority, E. C. Dec. Stamp none affixed. Original mailed to Mr. D. C. Mason, Property Custodian, S. C. Public Service Authority, Charleston, S. C. Julius E. Cogswell, R. M. C. per clk. E. G.
Box 925,

LUCIA W. COGSWELL TO SALLIE B. NACHMAN, ET AL

BILL OF SALE

THE STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS, That I, Lucia W. Cogswell, for and in consideration of the sum of Three Thousand (\$3,000.00) Dollars to me in hand paid, at and before the sealing and delivery of these presents by Sallie B. Nachman, David M. Reinstein, and Nathan W. Reinstein, (the receipt whereof I do hereby acknowledge), have bargained and sold, and by these Presents DO BARGAIN, sell and deliver to the said Sallie B. Nachman, David M. Reinstein, and Nathan W. Reinstein, all of the following furniture, chattels, personal property, and fixtures located in the buildings known as Nos. 56 and 56-1/2 Pitt Street, in the City of Charleston, State of South Carolina, to wit:

FIRST FLOOR NORTH SIDE KNOWN AS APT. 56-1/2 A.

KITCHEN

4 burner white porcelain gas stove, oven and broiler beneath.
Westinghouse electric refrigerator
1 window shade

LIVING-DINING ROOM

drop leaf Duncan Phyfe table
5 chairs, bentwood
1 rocker
1 leather covered lounge or sofa
2 rugs
floor lamps
hat tree
1 picture
2 window shades (Russian)
2 pair net curtains, drapes and rods.

BEDROOM

1 double bed, solid brass, complete with box springs, inner-spring mattress, 3 pillows
1 radio table
1 daybed and mattress
1 small rocker
1 straight chair (bentwood)
1 chest of drawers, maple
1 vanity dresser
1 luggage bench
2 rugs
4 shades (Russian)
4 sets curtain rods
1 portable grate
BATHROOM
shower curtain
medicine chest

APT. C - SECOND FLOOR NORTH SIDE

WEST CORNER BEDROOM

1 window shade
4 pair white curtains and rods

The State of South Carolina

COUNTY OF Charleston

EASEMENT

The undersigned Grantor

Mrs. Maggie Magwood

of Charleston County, South Carolina, in consideration of the payment hereinafter agreed upon, hereby grants to the South Carolina Public Service Authority (hereinafter called the Authority), its successors and assigns, a perpetual easement for the construction and maintenance of an electric transmission line or lines, towers, poles, anchors and necessary fixtures and wires attached thereto, counterpoise underground wires, and all structures and appliances necessary or convenient in connection therewith, together with all rights and privileges incident to the use and enjoyment thereof, the right of ingress and egress to and along the said line and the right to clear and keep clear all brush, timber and tree tops along said transmission line which might endanger any of the works thereon, over and upon that certain tract situated in 4 School District, Charleston County, South Carolina, more fully described as follows:

Bounded on the North by lands of A. C. L. Ry. Co.
On the East by lands of Meeting Street Road
On the South by lands of Mappus lands
On the West by lands of A. C. L. Ry. Co.
and containing approximately 50' & 121.77 acres, about 0.11 miles north from the

The easement granted being the line established directly opposite the Pumping Station on the Meeting St. Road at Loxbury.

The Authority shall have the right to reject and abandon this agreement up to the time of actual entry on said lands for purposes of construction, in which event no further payment will be required, but the Authority shall have the right to make surveys before actual construction without additional payment.

It is agreed that as a lump sum consideration for said easement and right of construction with all rights incident thereto, the Authority will pay to the Grantor the additional sum of Three hundred fifty Dollars (\$ 350.00) within

60 days after construction is started on said property and within one year from this date and no further payment will be required.

Payments provided for by this instrument may be made by check mailed to the Grantor at Charleston (Post Office Address)

S. C. (State)

The Authority shall have the right to clear and keep clear the timber, pulpwood, brush and tree tops on a strip twenty-five (25) feet wide on each side of the center line as well as all danger trees at a greater distance which would injure the transmission line in falling. All timber and pulpwood having a diameter of six (6) inches or over will be cut and removed to the edge of the clearing and shall be the property of the Authority, and all tree tops, smaller timber and brush will be burned or otherwise disposed of.

The Grantor expressly reserves the right to use the lands described herein for agricultural and other purposes of such nature as will not interfere with the construction, operation, patrol and maintenance of the transmission line by the Authority, agrees not to construct, in the future, any dwelling, barn or other building, or create any fire hazard within fifty feet of the center line of the above described transmission line without first obtaining written consent of the Authority.

It is understood and agreed that this easement is submitted to the Authority for its acceptance and no entry for construction is to be made on the property until the Authority notifies the grantor in writing that this easement has been accepted.

The Grantor expressly reserves the right to keep and maintain signboards on this property without any interference by the grantees or without any responsibility to it.

The Grantor further represents and warrants that the property described in this easement is free from all liens and encumbrances but, in the event that any such liens and encumbrances do exist, the Grantor hereby grants to the Authority, its successors and assigns, the right at its discretion to pay all or any portion of the consideration for this agreement to the owners and holders of any liens on the property, including tax liens, if any such liens be outstanding. Such payments to lien holders shall be part of the consideration for this agreement to the same effect as if made directly to the Grantor.

This agreement shall extend to the parties, their heirs, executors, administrators, successors and assigns.

TO HAVE AND TO HOLD, all and singular the rights, privileges and easements aforesaid unto the said South Carolina Public Service Authority, its successors and assigns, forever. And I do hereby bind myself and my heirs, executors and administrators to warrant and forever defend all and singular the said rights, privileges and easements unto the said South Carolina Public Service Authority, its successors and assigns, against me and my heirs and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 6 day of

July 1942

WITNESS:

G. W. Fabian

Mrs. Maggie Magwood

(L. S.)

G. F. Duvall

(L. S.)

(L. S.)

(L. S.)

The State of South Carolina

Charleston COUNTY

Personally appeared before me G. W. Duvall and made oath that he saw the within named Mrs. Maggie Magwood sign, seal and as her act and deed, deliver the within instrument of writing; and that he with G. W. Rabian witnessed the execution thereof. SWORN to before me this 6

day of July A. D. 1942

E. T. Grosland (SEAL)
Notary Public for South Carolina

G. W. Duvall

The State of South Carolina
COUNTY OF _____
TO

South Carolina Public
Service Authority

Right of Way Conveyance

Filed _____ day _____
of _____ A. D. 19____
at _____ o'clock _____ M.
and recorded in Book _____
Page _____ Fee \$ _____

R. M. C. or Clerk of Court C. P. and G. S.

County, S. C.

The State of South Carolina

RENUNCIATION OF DOWER

COUNTY OF _____

I, no dower necessary - worth transfer, do hereby certify unto all whom it may concern that Mrs. _____ the wife of the within named _____

_____ did this day appear before me,

and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Public Service Authority, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular, the premises within mentioned and released.

GIVEN under my hand and seal, this _____ day of _____ Anno Domini 194____

(SEAL)
Notary Public for South Carolina

Permission is hereby granted the South Carolina Public Service Authority to place its transmission line along and over that certain parcel or lot of land lying South of Lenox Avenue, near Tuxberry Store, in Charleston County, and being the lot of land owned by this drainage district and on which is now located a small brick pump house and known as a lifting station. Said transmission line to overhang this property from Meeting Street Road, (alternate route no. 52), to the new road to Navy Yard that connects with Carolina Avenue and known as Belt Line Road to Carolina Avenue, with poles and guy wires on the West and East sides of said lot.

It is understood that should the said drainage district commissioners find it necessary to require a change of location of any existing transmission line of the said South Carolina Public Service Authority erected or to be erected under the provisions of this permit, the said Authority shall, upon Ninety (90) days' notice, effect such change of location at its own expense.

It is further agreed that the Authority shall save harmless the drainage district commissioners of this drainage district from any liability arising during and after the erection of the said transmission line caused by the falling or obstruction of any poles, wires, guys or appurtenances forming a part of said transmission line, excepting, however, damages or causes of action arising from negligence by employees or agents of the drainage district.

St. MICHAEL & ST. PHILLIPS DRAINAGE DISTRICT

By: Jos. S. Leary
Chairman of Board

ATTEST:

T. A. McMillan
Secretary

We agree to the terms and conditions of the above permit.

SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

D. C. Mason
Land Agent

July 8, 1942. *A true copy of original in
office of Secretary of SCPSA
J. J. J. J.*

7 or 8 mi Road



SA 2. Rebuilding
RA 100 ft 4 way
CEN of Charleston Co.

Street

100 ft

100 ft

100 ft

SE Highway Rebuilding
Charleston Co.

Plot showing Right way decided
in SE Highway Rebuilding Co.
No City Council of Charleston
had been having work done
building street. Charleston County
State Route No. 5-25, Rebuilt M 10, 1953
Scale 1 inch = 100 feet. Date May 29, 1960

Part of Plot
Rebuilding in
Plot Rebuilt
F. Page 89

Port Access Rd - Preliminary Estimate

	Man Hours	Labor	Contract	Vehicles	Total
Land Acquisition	120	4,200	4,000	700	\$8,900
Survey Permits	40				
Research	80				
Design:					
Transmission Design		\$13,620	3,000	2,000	\$18,620
Design	260	11,700			
Line Routing	60				
Line Design	200				
Borings			3,000		
Drafting	64	1,920			
Line Routing	24				
Line Design	40				
Survey	40	1,000	9,200	100	10,300
Plan & Profile			5,000		
Plats			4,200		
Project Administration		\$10,750			\$10,750
Project Engineering	160	8,000			
Project Mgmt Assoc.	110	2,750			
Subtotal:		\$29,600	\$16,200	\$2,800	\$48,600
Burdens		\$21,000	\$1,600	\$300	\$22,900
5% Contingency		\$2,400	\$900	\$200	\$3,500
TOTAL		\$53,000	\$18,700	\$3,300	\$75,000