

THE STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)
Route I-20 - File Nos. 2,508.1 & 2.511) RIGHT OF WAY EASEMENT
Projects I-20-1(18) & I-20-1(19))

11-17-65

KNOW ALL MEN BY THESE PRESENTS, That the Graniteville Company, Graniteville, South Carolina, in consideration of the sum of Two Hundred Thousand Dollars (\$200,000.00) to it in hand paid, and other valuable considerations at and before sealing and delivering thereof, by the South Carolina Highway Department, receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell, and release, unto the said South Carolina Highway Department, its successors and assigns, a right of way for the construction of a section of the State Highway from Road S-144 to Route 191 on Route I-20, State and County aforesaid, as shown by plans prepared by the State Highway Department, on and over all lands which the Graniteville Company may own in whole or in part, for the purpose of locating, constructing, improving, and maintaining the above described highway with the bridges and causeways thereon, and the right to construct and maintain controlled access facilities to said highway, located between approximate survey stations: (1) 968+06 to 1179+67 left and right, (2) 111+00 to 121+00 left and right (Road S-144 Survey), (3) 56+72 to 73+50 left and right (Road S-105 Survey).

Bounded by lands of (1) present right of way of Road S-144 and James A. Williams Estate on the west and Peter Parker Estate on the east; (2) other lands of the Graniteville Company on the south and Route I-20 right of way on the north; (3) other lands of the Graniteville Company on the north and south. Said right of way to have a minimum width of 165 feet on each side of the centerline of the highway except additional widths which extend as follows: Route I-20, 85 feet on the left of Line "B" relocation and 85 feet on the right of Line "D" relocation between survey stations 968+06 and 981+50 including the entire area between the two right

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of way lines as intersectional area for the intersection of Route I-20 and Road S-144; increasing on a straight line, on the left and right, from 165 feet at survey station 1027+50 to 225 feet at survey station 1029+50, thence decreasing on a straight line to 165 feet at survey station 1031+50; 123 feet on the left of the left (westbound) lane and 123 feet on the right of the right (eastbound) lane between survey stations 1049+33 and 1085+23; 195 feet on the right and left between survey stations 1085+23 and 1149+61.6; increasing on a straight line from 195 feet at survey station 1127+00 to 212 feet at survey station 1129+00, thence decreasing on a straight line to 195 feet at survey station 1131+00 on the right; increasing on a straight line from 195 feet at survey station 1143+00 to 232 feet at survey station 1145+00, thence decreasing on a straight line to 195 feet at survey station 1148+00 on the right; 123 feet on the left of the left (westbound) lane and 123 feet on the right of the right (eastbound) lane between survey stations 1149+61.6 and 1179+67; 189 feet on the left of the left (westbound) lane between survey stations 1172+25 and 1179+67; Road S-144 Survey on the left increasing on a straight line from 33 feet at survey station 111+00 to 50 feet at survey station 113+00, thence continuing 50 feet to survey station 118+00, 60 feet between survey stations 118+00 and 118+75 (property line); on the right increasing on a straight line from 33 feet at survey station 111+00 to 100 feet at survey station 113+00, thence continuing 100 feet to survey station 119+00 (85 foot right of way of Line "D" relocation); a 50 foot triangular area at the intersection of Road S-144 and Line "D" relocation; a portion of a 50 foot triangular area at the intersection of Road S-144 and Line "B" relocation; Road S-105 Survey, 33 feet on the right and the entire area extending to the present right of way on the left between survey stations 56+72 and 73+50; two 100 foot triangular areas at the intersection of Road S-105 and Route I-20; also a temporary right of way for a detour at the intersection of Road S-144 and Route I-20 extending 100 feet on the right of Line "D" relocation (15 feet additional) with a 75 foot triangular area between approximate survey stations

963+80 and 974+00 and extending 100 feet on the left of Line "B" relocation (15 feet additional) with a portion of a 75 foot triangular area between survey stations 969+50 and 975+00 to be used until completion of Route I-20 through property of The Graniteville Company. All right of way herein granted consists of approximately 187.0 acres and is more particularly shown on plans for Projects I-20-1(18) and I-20-1(19).

SPECIAL PROVISIONS: Of the above consideration \$35,500.00 is for approximately 187.0 acres of land including all timber thereon and \$164,500.00 is for special damages. As further considerations the State Highway Department agrees to construct Route I-20 and three (3) sedimentation ponds in accordance with the following stipulations:

EROSION CONTROL: As a means of controlling erosion and reducing the depositing of sediment in the adjacent ponds and drainage areas, affecting primarily the Graniteville Company's water supply, and throughout this project, the Department will require the contractor to perform all grading and drainage operations in such manner to insure good erosion control practices. As cut and fill sections are being constructed, the entire roadway surface shall be properly shaped so as to control drainage to minimize erosion. Immediately upon the completion of the grading of a cut or fill section, the slopes shall be prepared and seeded in accordance with the Specifications and Special Provision No. 7. In any case where grading work is unduly delayed in any sections, the contractor shall make the necessary arrangements for preparing and seeding the slopes on the incompleated sections. As soon as fill sections are completed approximately to grade, an earth shoulder roll shall be constructed and maintained on each side, at all times so that water may be drained from the subgrade by means of slope drains. The contractor shall also arrange to construct concrete gutters where necessary as soon as the cut or fill sections are completed. When work is begun on a cut or fill section, it shall be graded to conform to the typical section with the least amount of delay in order that all erosion control measures may be taken.

ORDER OF WORK: The following provisions shall be complied with by all parties concerned and in the order as listed.

(1) The Graniteville Company shall construct a flood gate across the canal between Gregg Pond and Flat Rock Pond. The construction and completion of the flood gate shall be done with due diligence by the Graniteville Company in order that work on the dams for the sedimentation ponds may commence by February 1, 1966.

(2) All dam construction as shown on plans shall be performed by the contractor at the contract unit price for the items of work involved. The Graniteville Company shall perform all clearing of pond sites located on their property. Except for the dam sites, no grubbing of stumps on the pond sites will be permitted by the contractor. However, clearing and grubbing at the dam sites will be performed by the contractor. Payment for clearing and grubbing the dam sites will be paid for at the contract lump sum price for clearing and grubbing dam site. At pond sites on properties other than the Graniteville Company, clearing only shall be performed by the contractor. Payment will be made at the contract unit price per acre for clearing pond sites. The dams to be constructed on property of the Graniteville Company are located on Sage Mill Branch and Good Spring Branch and are designated on the plans as pond sites No. 1 (Sage Mill Branch), No. 2 (Good Spring Branch), and No. 3 (Sage Mill Branch - I-20). It is essential and understood by all parties involved that no work, other than the removal of timber, will be permitted on the right of way throughout the Graniteville Water Shed area (Station 915+14.6 to Station 1200+00), until the dams for pond sites Nos. 1 and 2 have been completed and the ponds placed in operation.

CLEARING POND SITES: After the merchantable timber in the pond sites which are located on property other than the Graniteville Company has been disposed of by the Department, the item of clearing pond sites shall include the removal and disposal of all debris, brush and logs that remain as a result of the disposal of the merchantable timber. The cutting and removal of trees

other than the merchantable timber will not be required. Grubbing of stumps within the pond sites will not be permitted. Payment of this work will be made at the contract unit price per acre for clearing pond sites.

EMBANKMENT FOR DAMS: (Embankment Construction, General):

For the purpose of these Specifications, the term "dam embankment" includes all portions of the dam embankment as follows:

- (1) The earthfill portions designated on the drawings.
- (2) The sand and gravel fill portions designated on the drawings.
- (3) The sand and clay fill portions designated on the drawings.

The embankment shall be constructed to the lines and grades shown on the plans. The slopes of the division lines between zones or portions of the embankment are tentative and shall be subject to variation, at any time prior to or during construction, and the contractor shall be entitled to no additional allowance above the unit prices bid in the schedule by reason of such variation. No brush, roots, sod or other extraneous or unsuitable materials shall be placed in the embankment. The suitability of each part of the foundation for placing embankment materials thereon and of all materials for use in embankment construction will be determined by the Engineer. No embankment material shall be placed in the embankment when either the material or the foundation or embankment on which it would be placed is frozen, wet or otherwise unsatisfactory. The contractor shall maintain the embankment in an approved manner until the final completion and acceptance of all of the work under the contract. The embankment for each portion shall be maintained approximately level throughout the entire length of each layer from abutment to abutment. All openings through the dam embankment required for construction purposes shall be subject to approval, and such openings, if approved, shall be constructed so that the slope of the bonding surface between embankment in place and embankment to be placed is not steeper than 4:1. The bonding surface of the embankment in place shall be prepared as provided for embankment foundations.

Each load of the material placed in the embankment, whether from excavation for other parts of the work or from borrow pits, shall be placed in the location designated by the Engineer regardless of the classification of the excavation, and the contractor shall be entitled to no additional allowance above the unit prices bid in the schedule on account of this requirement.

Earthfill in Dam Embankments:

(a) General - the earthfill portions of the dam embankment and earthfill placed for structure foundations shall be constructed in accordance with the provisions of this section.

(b) Preparation of Foundations - No material shall be placed in any section of the earthfill portions of the dam embankment until the foundation for that section has been dewatered and suitably prepared and has been approved by the Engineer. All portions of excavations made for test pits or other subsurface investigations, and all other existing cavities found within the area to be covered by earthfill which extends below the established lines of excavation for dam embankment foundation, shall be filled with compacted earthfill material as herein specified for earthfill in embankment. The foundation for the earthfill shall be prepared by leveling and rolling so that the surface materials of the foundation will be as compact and well bonded with the first layer of the earthfill as herein specified for the subsequent layers of the earthfill. Surfaces upon or against which the earthfill portions of the dam embankment are to be placed shall be cleaned of all loose and objectionable materials in an approved manner by hand work or other effective means immediately prior to placing the first layer of earthfill. The surfaces of each portion of the foundation, immediately prior to placing the earthfill, shall have all water removed from depressions and shall be properly moistened and sufficiently clean to obtain a suitable bond with the earthfill.

(c) Materials - The earthfill portion(s) of the dam embankment shall consist of a mixture of the sands, clays, and gravels available from excavations required for the dam and appurtenant works or from borrow pits in borrow areas.

(d) Moisture Control - The water content of the earthfill material prior to and during compaction shall be distributed uniformly throughout each layer of the material. The allowable ranges of placement water content are based on design considerations. In general, the average placement water content will be required to be maintained at the Proctor laboratory standard optimum condition. This standard optimum water content is defined as, "That water content which will result in a maximum dry unit weight of the soil when subjected to the Proctor compaction test." The Proctor compaction tests will be made by the Engineer. The tests can be made by the Bureau of Reclamation procedure using a 1/20 cubic-foot compaction mold, or by ASTM Designation D 698-42T or the Standard AASHTO T 99-49 method, both using a 1/30 cubic-foot compaction mold.

As far as practicable, the material shall be brought to the proper water content in the borrow pits before excavation. Supplementary water, if required, shall be added to the material by sprinkling on the earthfill and shall be mixed uniformly throughout the layer.

(e) Placing - The distribution and gradation of the materials throughout the earthfill shall be as directed, and shall be such that the fills will be free from lenses, pockets, streaks, or layers of material differing substantially in texture or gradation from the surrounding material. The combined excavation and placing operations shall be such that the materials when compacted in the earthfill will be blended sufficiently to secure the best practicable degree of compaction and stability. Successive loads of material shall be dumped on the earthfill so as to produce the best practicable distribution of the material, subject to the approval of the Engineer, and for this purpose the contracting authority may designate the locations in the earthfill where the individual loads shall be deposited. The most impervious materials shall be placed in the central upstream portion of the earthfill and the more pervious materials shall be placed so that the permeability of the fill will be gradually increased toward the upstream and downstream slopes of the earthfill.

Cobbles and rock fragments having maximum dimensions of more than 5 inches shall not be placed in the earthfill in continuous, approximately horizontal layers not more than 6 inches in thickness after being rolled as herein specified.

If, in the opinion of the Engineer, the surface of the prepared foundation or the rolled surface of any layer of earthfill is too dry or smooth to bond properly with the layer of material to be placed thereon, it shall be moistened and/or worked with harrow, scarifier, or other suitable equipment, in an approved manner to a sufficient depth to provide a satisfactory bonding surface before the next succeeding layer of earthfill material is placed.

Sand and Gravel in Dam Embankment: The sand and gravel fill portion of the dam embankment shall be constructed of selected material from excavation for permanent construction required under these Special Provisions and suitable material from borrow areas. The material shall consist of suitable mixtures of sand and gravel, and shall be placed in approximately horizontal layers not to exceed 12 inches in thickness after compaction.

Compaction: All earthfill shall be shaped and compacted as specified in Section 15 of the Standard Specifications.

In consideration of the special damages paid hereunder the Graniteville Company agrees to install and use sufficient additional filters and chemicals to control the turbidity of the water, and further to reconnect fire lanes, and augment the expected reduction of its generated electricity.

Together with, all and singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions will not be erected by the Graniteville Company, its successors and assigns within the limits of the right of way herein conveyed.

TO HAVE AND TO HOLD, all and singular, the said right of way and the rights hereinbefore granted, unto the said South Carolina State Highway Department, its successors and assigns forever.

IN WITNESS WHEREOF, THE GRANITEVILLE COMPANY has caused these presents to be executed in its name by Francis A. Townsend its President and by Carl Littlejohn its Asst. Secretary and its corporate seal to be hereto affixed this 5th day of November in the year of our Lord one thousand nine hundred and sixty-five.

Signed, sealed and delivered in the presence of:

THE GRANITEVILLE COMPANY
(SEAL)

Mary F. Arender
Witness

Helen B. Weathersbee
Witness

Francis A. Townsend President
Carl W. Littlejohn, Jr. Asst. Secretary

THE STATE OF SOUTH CAROLINA

COUNTY OF Aiken

Personally appeared Helen B. Weathersbee and made oath that she saw the within named Francis A. Townsend as President and Carl W. Littlejohn, Jr. as Asst. Secretary sign, seal and, as their act and deed, deliver the within written easement; and that Helen B. Weathersbee with Mary F. Arender witnessed the execution thereof.

Sworn to before me this 5th day of November, A. D., 19 65

Cora R. Sims (L.S.)
Notary Public for S. C.

Helen B. Weathersbee
Witness sign here

RESOLUTION

WHEREAS, This easement contains certain special provisions which are subject to rejection by the State Highway Department, and

WHEREAS, It is recommended to this Board that the special provisions be investigated and approved, therefore

BE IT RESOLVED by this Board of Condemnation that after its investigation it is satisfied that the easement with the special provisions should be accepted by the State Highway Department and the easement is approved for acceptance by the State Highway Department this 12th day of November, 1965.

Heard Dewine
R. L. Faulkner
R. S. [unclear]
Members of Board of Condemnation