

Memorandum of Agreement  
Between the  
South Carolina Department of Transportation  
And the  
South Carolina Ports Authority

*(Handwritten signature)*

THIS AGREEMENT is made this 4<sup>th</sup> day of February, 2025, by and between the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") and the South Carolina Ports Authority (hereinafter referred to as "SCPA") (collectively referred to as "the Parties") for the below described Project:

WITNESSETH THAT:

WHEREAS, SCDOT is proposing improvements to the Interstate 526 and Long Point Road interchange in Charleston County ("Project"); and

WHEREAS, SCPA owns land ("Parcel") at the Wando Welch Terminal that SCDOT will need to acquire to complete the Project; and

WHEREAS, Parcel is protected by a Covenant ("Covenant") put in place by SCPA in agreement with the US Army Corps of Engineers ("USACE"); and

WHEREAS, SCPA has expressed willingness to transfer Parcel to SCDOT for the Project; and

WHEREAS, SCDOT has committed to finding a replacement mitigation ~~property~~ for SCPA; and

*SPW KDS*

WHEREAS, the Parties have agreed to work together with USACE to modify the Covenant; and

WHEREAS, the Parties want to enter into this Agreement to memorialize the need for cooperation to complete the Project; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, SCPA is an instrumentality of the State of South Carolina and has the authority to enter into contracts necessary for the proper discharge of its functions and obligations under this Agreement;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, SCDOT and SCPA do hereby agree as follows:

I. BACKGROUND

The Project is intended to improve the operation of the I-526 mainline and its interchange at Long Point Road as well as reduce operational conflicts between port-related and local traffic. The Parcel was placed in a restrictive Covenant on December 21, 1992 as mitigation for SCPA's shipping lane construction project. (Attach exhibit with Parcel Boundaries and Covenant as exhibit)

This Agreement is to memorialize the intentions of the Parties to transfer Parcel and to identify what steps must be taken to accomplish this task.

II. OBLIGATIONS OF THE PARTIES

- A. SCDOT and SCPA will work together with regards to transferring the Parcel. SCPA will transfer Parcel to SCDOT via quitclaim deed.
- B. SCDOT will prepare a USACE 404 joint permit application for the Project and will demonstrate to USACE the need to modify the Covenant to release all Parcel wetlands from the Covenant. The Parties agree that each will timely assist the other in an effort to expedite the permit.
- C. SCDOT and SCPA will both have attendees at all meetings with USACE pertaining to Covenant modification.
- D. SCDOT, through its existing right-of-way procedures, will address temporary access with SCPA for any access needs, including, but not limited to soil boring permissions and initial survey work, prior to transferring Parcel to SCDOT.
- E. SCDOT will secure replacement mitigation ~~property~~ <sup>KDS EPW</sup> and will work with USACE to ensure that said replacement mitigation ~~property~~ <sup>KDS EPW</sup> is satisfactory to USACE.
- F. SCDOT will provide SCPA with a survey indicating the replacement mitigation ~~property~~ <sup>KDS EPW</sup>.
- G. SCPA agrees to work with SCDOT in good faith to allow SCDOT to perform the necessary work without undue delay.
- H. SCPA shall relocate or cause to be relocated all of its utilities within the Project area in accordance with a Project timeline to be provided by SCDOT.
- I. SCPA agrees to coordinate with SCDOT to: determine how internal structure demolition and reconstruction will be handled; assist SCDOT in drafting contract

provisions for the construction of main and back gates; and identify how tie-ins to SCDOT roads will be accomplished.

- J. After the Project is complete, SCDOT will quitclaim the portion of the Parcel unaffected by the Project back to SCPA.
- K. SCPA shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements or amendments to this Agreement during the course of this Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements or amendments shall be subject to the approval and proper execution of the Parties hereto. No supplemental agreement or amendment to this Agreement shall be effective or binding on any Party hereto unless such supplemental agreement or amendment has been agreed to in writing by all Parties hereto.
- L. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied or withheld.
- M. All notices and other correspondence will be officially delivered as follows:
  - 1. As to SCDOT:  
South Carolina Department of Transportation  
Kit Scott, PE  
Lowcountry Corridor Project Director  
955 Park Street  
Columbia, SC 29202
  - 2. As to SC Ports Authority:  
South Carolina Ports Authority  
Edward Weber, P.E.  
Vice President, Engineering & Facilities  
200 Ports Authority Drive  
Mount Pleasant, SC 29464
- N. SCDOT and SCPA each bind themselves and their respective successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees that neither Party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.
- O. This Agreement is made and entered into for the sole protection and benefit of SCDOT, SCPA, their respective successors, executors, administrators, and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner.

- P. By signing this Agreement, the signatories affirm that they have the authority to bind their respective principals.
- Q. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.
- R. This Agreement with any attachments constitutes the entire Agreement between the Parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

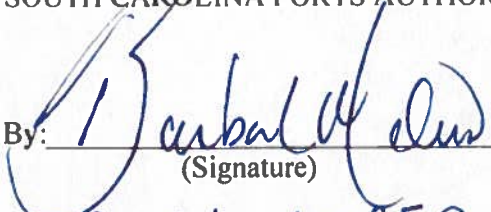
*[Signature blocks on next page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

  
Witness


SOUTH CAROLINA PORTS AUTHORITY

By:   
(Signature)

Title: President + CEO

  
Witness

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

By:   
Deputy Secretary for Finance & Administration or  
Designee

RECOMMENDED BY:

  
 Deputy Secretary or Designee

REVIEWED BY:



Title: Lowcountry Corridor Project Director

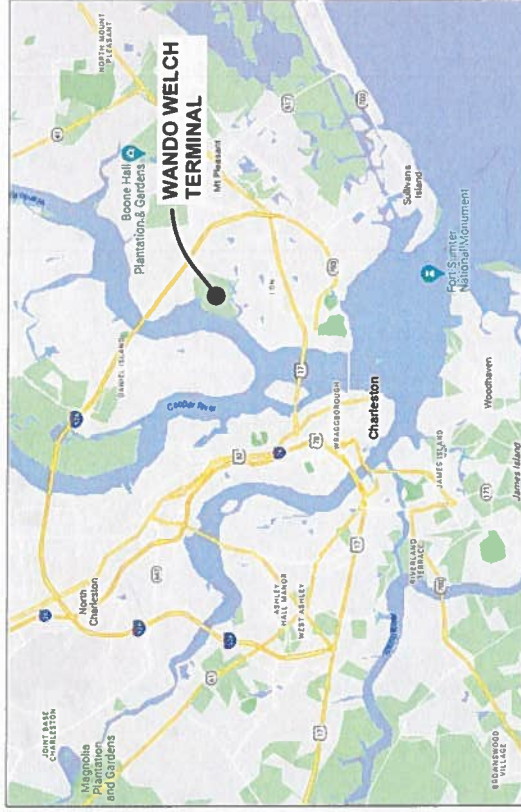


# South Carolina PORTS AUTHORITY

## WANDO WELCH TERMINAL - STATE PIER 41

### TERMINAL MAP

JUNE 2023



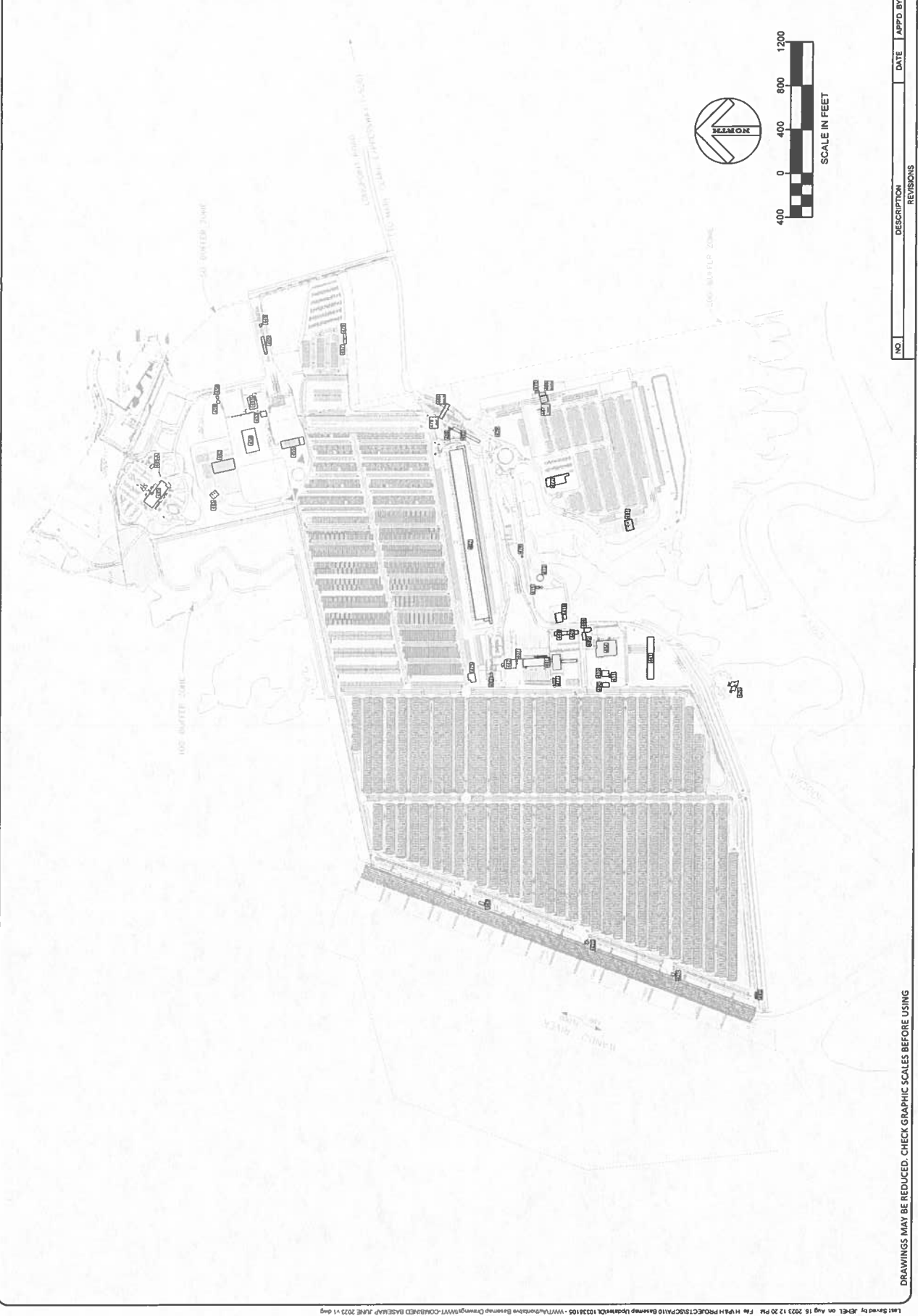
PROJECT VICINITY MAP



PROJECT LOCATION MAP

DRAWINGS MAY BE REDUCED. CHECK GRAPHIC SCALES BEFORE USING.		NO.		DESCRIPTION		DATE	APPD BY
REVISIONS		NO.		DESCRIPTION		DATE	APPD BY
FILE NAME		2023 WWT		JUNE 2023		00	
DATE		JUNE 2023		00		X	
SHEET NUMBER		00		X			

<b>South Carolina Ports Authority</b> <b>WANDO WELCH TERMINAL - STATE PIER 41</b> ENGINEERING DEPARTMENT 200 PORTS AUTHORITY DRIVE MOUNT PLEASANT, SC 29564 PH: (843)556-7048 FAX: (843)556-7087		OVERALL BASEMAP TERMINAL MAP	
FILE NAME	2023 WWT	DATE	JUNE 2023
SCALE	GRAPHIC	PROJECT NUMBER	-
DRAWN BY	-	CHECKED BY	-
APPROVED BY	-	SHEET NUMBER	01
REVISION NO.	X	DESCRIPTION	REVISIONS



DRAWINGS MAY BE REDUCED. CHECK GRAPHIC SCALES BEFORE USING

STATE OF SOUTH CAROLINA                   )  
  )  
COUNTY OF CHARLESTON                    ) COVENANT

WHEREAS the South Carolina State Ports Authority an instrumentality of the State of South Carolina, is the present owner of the real property in Charleston County, South Carolina, approximately 110.00 acres of land in the Town of Mt. Pleasant, County of Charleston, as described in the deed of Long Point Road Limited Partnership to South Carolina State Ports Authority dated April 17, 1989, and recorded in the RMC Office for Charleston County in Book R-183 at Page 222;

WHEREAS under the Nationwide #26 U.S. Army Corps of Engineers permit for filling of 1.27 acres of fresh water wetlands on the Wando Terminal the South Carolina State Ports Authority has agreed to the covenants herein as mitigation.

NOW, THEREFORE, in consideration of the premises, the South Carolina State Ports Authority hereby declares and covenants:

1. South Carolina State Ports Authority will exercise its best efforts to preserve and protect in perpetuity the freshwater wetlands within the area circumscribed by the wetland coordinate points on the attached drawing marked "Exhibit A" hereto. The wetlands area so preserved contain approximately 9.87 acres.

2. The South Carolina State Ports Authority will also maintain and provide within the area circumscribed by the buffer coordinate points (but outside the said wetlands) on Exhibit A, a natural buffer zone free from development and marked by signs to be provided by the South Carolina Coastal Council. The buffer area



plus the protected wetlands area contain approximately 15.38 acres and are on the property of the South Carolina State Ports Authority described above.

3. The South Carolina State Ports Authority will adjust the flow of its storm water run-off so as to maintain approximately the same wetness condition as is now present in the said protected wetlands and to retain the same general flow of water as now passes through said protected wetlands. Or, it may substitute other appropriate methods for achieving the same end.

4. The South Carolina State Ports Authority agrees that it will not clear, fill, excavate, or construct on the protected wetlands or the buffer area except that it may remove trees and shrubs no greater than 2" in diameter at chest height to facilitate access, it may remove dead or dying or diseased trees and shrubs, and it may implant native shrubbery and trees in the buffer area.

These restrictive covenants run with the property and are legally binding on subsequent property owners.

WITNESS the hand and seal of the South Carolina State Ports Authority this 21 day of Dec, 1992.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SOUTH CAROLINA STATE  
PORTS AUTHORITY

Judith K. Horton  
Notary Public

By [Signature]  
Its Chairman

OK Y221PG800

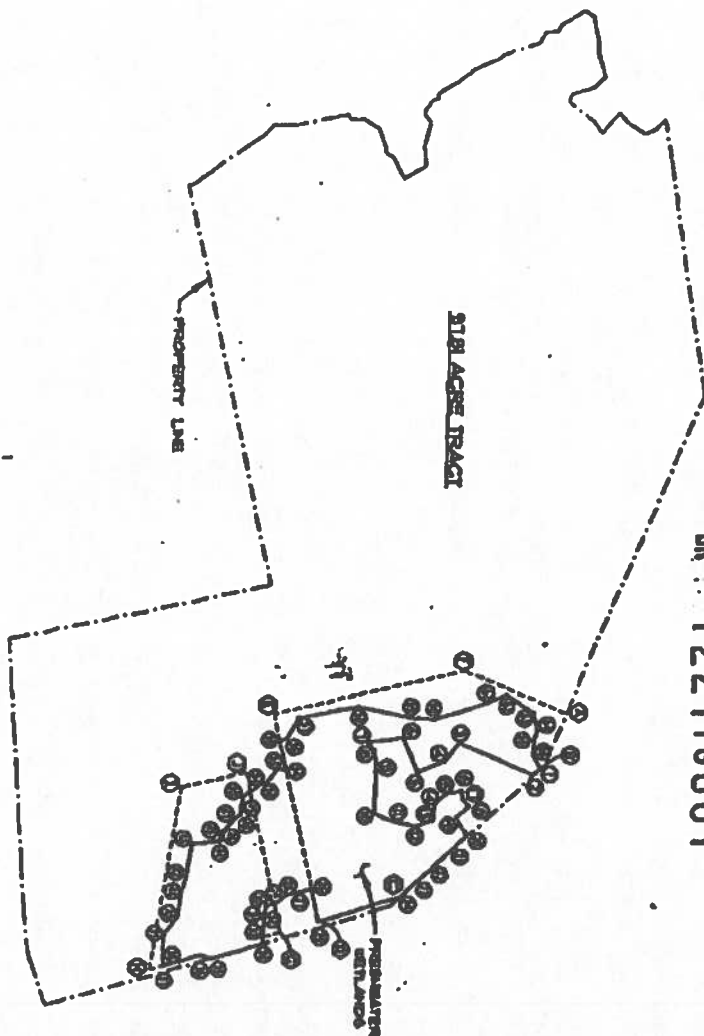
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

PERSONALLY APPEARED before me Judy K. Norton  
who, on oath, says that she saw the within named South Carolina  
State Ports Authority, by said officer, sign and seal said  
covenant, and as its act deliver the same, and that she with  
Miriam M. Natto witnessed the execution thereof.

SWORN TO Before Me This 21 day  
of December, 1992.

Miriam M. Natto  
Notary Public For South Carolina  
My Commission Expires: March 1, 200

Judy K. Norton



BKTY221 Pg801

EXHIBIT - A



WETLAND COORDINATE POINTS							
PL. NO.	DATUM	NORTHING	EASTING	PL. NO.	DATUM	NORTHING	EASTING
1	3358.07456	3471.078	3376.74567	34	3376.74567	3443.917	3443.917
2	3358.08064	3471.078	3376.74567	35	3376.74567	3443.917	3443.917
3	3358.08421	3469.8745	3376.74567	36	3376.74567	3443.917	3443.917
4	3358.08781	3469.8745	3376.74567	37	3376.74567	3443.917	3443.917
5	3358.09141	3469.8745	3376.74567	38	3376.74567	3443.917	3443.917
6	3358.09501	3469.8745	3376.74567	39	3376.74567	3443.917	3443.917
7	3358.09861	3469.8745	3376.74567	40	3376.74567	3443.917	3443.917
8	3358.10221	3469.8745	3376.74567	41	3376.74567	3443.917	3443.917
9	3358.10581	3469.8745	3376.74567	42	3376.74567	3443.917	3443.917
10	3358.10941	3469.8745	3376.74567	43	3376.74567	3443.917	3443.917
11	3358.11301	3469.8745	3376.74567	44	3376.74567	3443.917	3443.917
12	3358.11661	3469.8745	3376.74567	45	3376.74567	3443.917	3443.917
13	3358.12021	3469.8745	3376.74567	46	3376.74567	3443.917	3443.917
14	3358.12381	3469.8745	3376.74567	47	3376.74567	3443.917	3443.917
15	3358.12741	3469.8745	3376.74567	48	3376.74567	3443.917	3443.917
16	3358.13101	3469.8745	3376.74567	49	3376.74567	3443.917	3443.917
17	3358.13461	3469.8745	3376.74567	50	3376.74567	3443.917	3443.917
18	3358.13821	3469.8745	3376.74567	51	3376.74567	3443.917	3443.917
19	3358.14181	3469.8745	3376.74567	52	3376.74567	3443.917	3443.917
20	3358.14541	3469.8745	3376.74567	53	3376.74567	3443.917	3443.917
21	3358.14901	3469.8745	3376.74567	54	3376.74567	3443.917	3443.917
22	3358.15261	3469.8745	3376.74567	55	3376.74567	3443.917	3443.917
23	3358.15621	3469.8745	3376.74567	56	3376.74567	3443.917	3443.917
24	3358.15981	3469.8745	3376.74567	57	3376.74567	3443.917	3443.917
25	3358.16341	3469.8745	3376.74567	58	3376.74567	3443.917	3443.917
26	3358.16701	3469.8745	3376.74567	59	3376.74567	3443.917	3443.917
27	3358.17061	3469.8745	3376.74567	60	3376.74567	3443.917	3443.917
28	3358.17421	3469.8745	3376.74567	61	3376.74567	3443.917	3443.917
29	3358.17781	3469.8745	3376.74567	62	3376.74567	3443.917	3443.917
30	3358.18141	3469.8745	3376.74567	63	3376.74567	3443.917	3443.917
31	3358.18501	3469.8745	3376.74567	64	3376.74567	3443.917	3443.917
32	3358.18861	3469.8745	3376.74567	65	3376.74567	3443.917	3443.917
33	3358.19221	3469.8745	3376.74567	66	3376.74567	3443.917	3443.917

BURRIS COORDINATE POINTS					
LETTERS	EASTING	NORTHING	P. NO.	EASTING	NORTHING
A	335625.13	563374.40	1	335834.37	563395.41
B	335636.06	563386.60	2	335846.03	563407.53
C	335647.91	563398.81	3	335857.69	563419.65
D	335659.76	563410.96	4	335869.35	563431.77
E	335671.61	563423.16	5	335881.01	563443.89
F	335683.46	563435.36	6	335892.67	563456.01
G	335695.31	563447.51	7	335904.33	563468.13
H	335707.16	563459.66	8	335915.99	563480.25
I	335719.01	563471.81	9	335927.65	563492.37
J	335730.86	563483.96	10	335939.31	563504.49
K	335742.71	563496.11	11	335950.97	563516.61
L	335754.56	563508.26	12	335962.63	563528.73
M	335766.41	563520.41	13	335974.29	563540.85
N	335778.26	563532.56	14	335985.95	563552.97
O	335790.11	563544.71	15	335997.61	563565.09
P	335801.96	563556.86	16	336009.27	563577.21
Q	335813.81	563569.01	17	336020.93	563589.33
R	335825.66	563581.16	18	336032.59	563601.45
S	335837.51	563593.31	19	336044.25	563613.57
T	335849.36	563605.46	20	336055.91	563625.69
U	335861.21	563617.61	21	336067.57	563637.81
V	335873.06	563629.76	22	336079.23	563649.93
W	335884.91	563641.91	23	336090.89	563662.05
X	335896.76	563654.06	24	336102.55	563674.17
Y	335908.61	563666.21	25	336114.21	563686.29
Z	335920.46	563678.36	26	336125.87	563698.41

**SOUTH CAROLINA STATE PORTS AUTHORITY**

NO.	DESCRIPTION	QUANTITY	UNIT
SOUTH CAROLINA STATE PORTS AUTHORITY			
BLANDO TERMINAL - STATE PIER 4: COMPLETION BLANDO TERMINAL - PRE-INSULATOR WESTLANDS AND BUTTER			
DATE	BY	REMARKS	

John A. Lawrence

EX-11 Y221 PG802

msc  
10.10  
A

FILED

Y221-798  
92 DEC 28 PM 3:51

ROBERT N. KING  
REGISTER  
CHARLESTON COUNTY SC