

# COUNTY COUNCIL OF BEAUFORT COUNTY

ADMINISTRATION BUILDING  
100 RIBAUT ROAD  
POST OFFICE DRAWER 1228  
BEAUFORT, SOUTH CAROLINA 29901-1228  
TELEPHONE: (843) 255-1000  
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D. PAUL SOMMERVILLE  
CHAIRMAN

STEWART H. RODMAN  
VICE CHAIRMAN

## COUNCIL MEMBERS

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LAURA L. VON HARTEN

GARY KUBIC  
COUNTY ADMINISTRATOR

JOSHUA A. GRUBER  
DEPUTY COUNTY ADMINISTRATOR  
SPECIAL COUNSEL

SUZANNE M. RAINEY  
CLERK TO COUNCIL

## AGENDA

### PUBLIC FACILITIES COMMITTEE

Monday, December 15, 2014

4:00 p.m.

Conference Room, Building 3

Beaufort Industrial Village

104 Industrial Village Road, Beaufort

#### Committee Members:

Gerald Dawson, Chairman  
Steve Fobes, Vice Chairman  
Cynthia Bensch  
Rick Caporale  
Brian Flewelling  
William McBride  
Jerry Stewart

#### Staff Support:

Rob McFee, Division Director

1. CALL TO ORDER – 4:00 P.M.
2. CONSIDERATION OF CONTRACT AWARDS
  - A. Wesley Felix Park Phase 2 Renovations ([backup](#))
  - B. Change Order 9 for Bluffton Parkway Phase 5A Segment 2 ([backup](#))
3. PLACEMENT OF PALMETTO ELECTRIC COOP CABLE AND EQUIPMENT ON COUNTY PROPERTY ([backup](#))
4. EXECUTIVE SESSION
  - A. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase or sale of property
5. ADJOURNMENT

#### 2014 Strategic Plan: Committee Assignments

Animal Services Facility: Evaluation and Direction (*Goal Accomplished, June 2014*)  
Bridge Replacement Plan and Funding Mechanism (*Goal Accomplished, June 2014*)  
County Information Technology Upgrade Plan  
Countywide Telecommunications Infrastructure Master Plan: Development and Funding  
Long Range Regional Transportation Model/Plan: Development  
Pinckney Island: Plan and Funding  
Transfer Station: Direction





COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY ENGINEERING DEPARTMENT  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator  
Josh Gruber, Deputy County Administrator  
Alicia Holland, Chief Financial Officer *out AH*  
Monica Spells, Asst. Co. Administrator *Spells*  
Dave Thomas, Purchasing Director *DMT*

FROM: Rob McFee, County Engineer *Rob McFee*

SUBJ: **Wesley Felix Park Phase 2 Renovations**

DATE: November 12, 2014

**BACKGROUND.** Wesley Felix Park on St. Helena Island is one of the older existing parks in our system and has been scheduled for upgrades and improvements using St. Helena PALS Impact Fees. Phase 2 includes the construction of a new concession stand, restroom facilities and storage building.

On December 9, 2014, the following 5 bids were received:

Patterson Construction, Beaufort, SC	\$374,445
JOCO Construction, Beaufort, SC	\$459,000
Brunson Construction Company, Hampton, SC	\$469,000
Hutter Construction Company, Beaufort, SC	\$475,000
Neal's Construction, Beaufort, SC	\$511,577

Patterson Construction's bid is considered non-responsive because the bid submittal did not comply with the County's SMB Participation Ordinance. Attachment #2 is the SMB Bid Review. An analysis of JOCO Construction bid prices revealed no apparent cause for rejecting their bid. Therefore, JOCO Construction is the certified lowest responsible/responsive bidder and is in compliance with the County's SMB Ordinance.

**FUNDING.** The project would be funded by the St. Helena PALS Impact Fees - Wesley Felix Park Renovations Acct #26550011-54451 with an available fund balance of \$794,000.

**FOR ACTION.** Public Facilities Committee Meeting on December 15, 2014.

**RECOMMENDATION.** The Public Facilities Committee approve and recommend to County Council approval of a contract award to JOCO General Contractors for \$459,000.

JRM/DC/mjh

Attachments: 1) SMB Review  
2) Bid Certification  
3) Location Map

## Hickman, Maggie

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**From:** Hickman, Maggie  
**Sent:** Wednesday, December 10, 2014 9:56 AM  
**To:** Coleman, David  
**Subject:** FW: Wesley Felix SMBE Review  
**Attachments:** SMBE Review - Wesley Felix Park.pdf

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**From:** Spells, Monica  
**Sent:** Wednesday, December 10, 2014 7:29 AM  
**To:** Hickman, Maggie  
**Subject:** Wesley Felix SMBE Review

Please find attached the Wesley Felix Park project small and minority business enterprise (SMBE) review.

Brunson Construction, Hutter Construction, and JOCO General Contracting met all ten good faith efforts requirements.

Neal's Construction met seven of the requirements. Neal's failed to request the Beaufort County SMBE Vendor List and did not include copy of a written notice to the good faith agencies. Also, Neal's failed to provide proof of sending written notice to the good faith agencies.

Patterson Construction met four of the requirements. Patterson failed to request the Beaufort County SMBE Vendor List and did not include copy of written notice to SMBEs nor proof of sending written notice to SMBEs. Also, Patterson did not provide proof of sending a bid notice to SMBEs ten days in advance of the bid due date. Finally, Patterson failed to include copy of a written notice to the good faith agencies and did not provide proof of sending written notice to the good faith agencies.

If Patterson Construction is the apparent low bidder, based on the above and per Council ordinance, the County should consider moving to the next bidder, which appears to be Joco.

Thank you,

Monica N. Spells  
Beaufort County Government  
Post Office Drawer 1228 | Beaufort, SC 29901  
843.255.2354 desk | mspells@bcgov.net

**Small and Minority Business Bid Compliance Review of Good Faith Efforts (2 of 2)**  
 Wesley Felix Park– IFB #120214E

Prime Bidder/Proposer	Proposed Local SMBE Firm Name	Type	Location	Scope	Proposed Amount
Brunson Construction Company Hampton, SC	Southern Roof & Woodcare	SBE	Hardeeville, SC	Roofing	\$18,200
Hutter Construction Company Beaufort, SC	Espy Lumber Quality Electrical Systems	SBE SBE	Okatie, SC Beaufort, SC	Lumber Electrical	\$22,000 \$125,000
JOCO General Contractors Beaufort, SC	Quality Electrical Systems	SBE	Beaufort, SC	Electrical	\$130,000
Neal's Construction Beaufort, SC	W.S. Plumbing Cleveland Electrical Elam Heating	MBE MBE MBE	Seabrook, SC Saint Helena Island, SC Ridgeland, SC	Plumbing Electrical HVAC	\$14,000 \$129,000 \$7,000
Patterson Construction Beaufort, SC	Paint Magic	MBE	Beaufort, SC	Painting	\$12,066

MBE = Minority Business Enterprise  
 SBE = Small Business Enterprise  
 WBE = Woman Business Enterprise



**Small and Minority Business Bid Compliance Review of Good Faith Efforts (1 of 2)**  
 Wesley Felix Park– IFB #120214E

Prime Bidder/Proposer		Brunson	Hutter	JOCO	Neal's	Patterson
1	Included Good Faith Efforts Checklist Form	1	1	1	1	1
2	Requested Beaufort County SMBE Vendor List	1	1	1	0	0
3	Included Copy of Written Notice to SMBE	1	1	1	1	0
4	Provided Proof of Sending Written Notice to SMBE	1	1	1	1	0
5	Sent Bid Notice to SMBE 10 Days in Advance	1	1	1	1	0
6	Included Copy of Written Notice to Good Faith Agencies	1	1	1	0	0
7	Provided Proof of Sending Written Notice to Good Faith Agencies	1	1	1	0	0
8	Signed Non-Discrimination Statement Form (Exhibit 1)	1	1	1	1	1
9	Included Completed Outreach Documentation Log (Exhibit 2)	1	1	1	1	1
10	Included Completed Proposed Utilization Plan (Exhibit 3)	1	1	1	1	1
<b>Total</b>		<b>10</b>	<b>10</b>	<b>10</b>	<b>7</b>	<b>4</b>

Brunson Construction Company (Hampton, SC)  
 Hutter Construction Company (Beaufort, SC)  
 JOCO General Contractors (Beaufort, SC)  
 Neal's Construction (Beaufort, SC)

Total of 10 Possible Points

Scoring:  
 0 = No  
 1 = Yes



**PRELIMINARY BID TABULATION**

PURCHASING DEPARTMENT



<b>Project Name:</b>	Wesley Felix Park
<b>Project Number:</b>	IFB# 120214E
<b>Project Budget:</b>	
<b>Bid Opening Date:</b>	December 9, 2014
<b>Time:</b>	3:00 PM
<b>Location:</b>	Building #2 1026 Industrial Village Rd, Beaufort, SC
<b>Bid Administrator:</b>	Dave Thomas, Beaufort County Purchasing Director
<b>Bid Recorder:</b>	

The following bids were received for the above referenced project

BIDDER	BID FORM	BID BOND	ALL ADDENDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	BID GRAND TOTAL
All Projects Unlimited, LLC							
Brunson Const. Co.		x					\$469,000.00
Collins Const.							
Hutter Const.		x					\$475,000.00
JOCO Const		x					\$459,900.00
Mitchell Const.							
Neal's Const.		x					\$511,577.00
North Lake Const.							
Patterson Const.		x					\$374,445.00

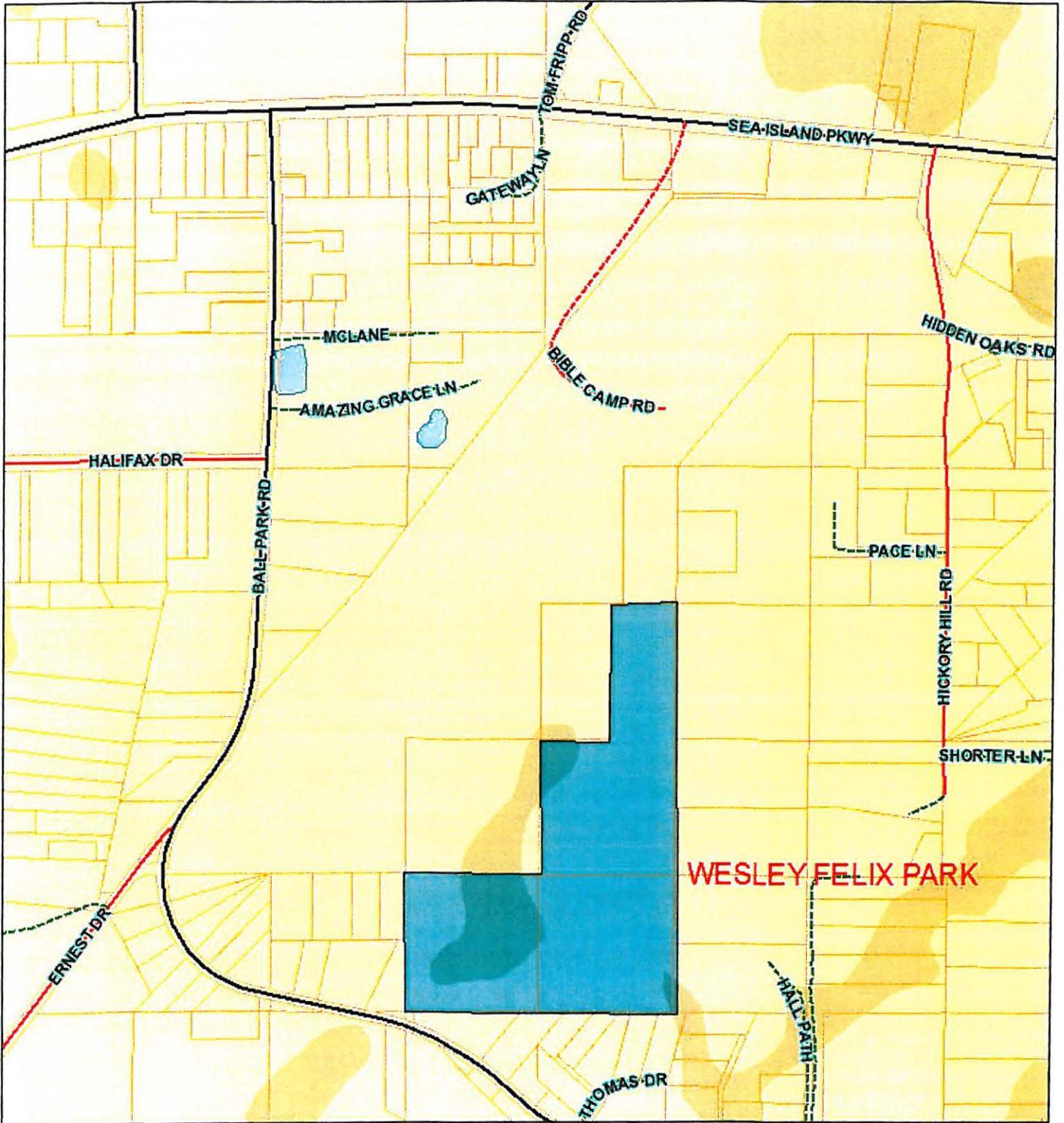
Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

  
 Bid Administrator Signature

  
 Bid Recorder Signature

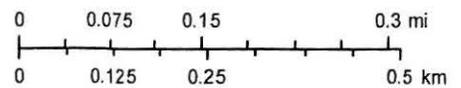
\_\_\_\_\_  
 Bid Certification Signature

# WESLEY FELIX PARK - BALL PARK RD



October 24, 2014

1:9,726



- |                      |                         |
|----------------------|-------------------------|
| — <all other values> | — PRIVATE, UNDETERMINED |
| — STATE, PAVED       | — TOWN, PAVED           |
| --- STATE, UNPAVED   | --- TOWN, UNPAVED       |
| — COUNTY, PAVED      | — MILITARY / PAVED      |
| --- COUNTY, UNPAVED  | --- MILITARY / UNPAVED  |
| — PRIVATE, PAVED     | □ Parcels               |
| --- PRIVATE, UNPAVED |                         |

XXX



**COUNTY COUNCIL OF BEAUFORT COUNTY  
BEAUFORT COUNTY ENGINEERING DEPARTMENT  
104 Industrial Village Road, Building #3, Beaufort, SC 29906  
Post Office Drawer 1228, Beaufort, SC 29901-1228  
Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator *GK*  
Josh Gruber, Deputy County Administrator *JG*  
Alicia Holland, Chief Financial Officer *AH*  
Dave Thomas, Purchasing Director *DT*

FROM: Rob McFee, Division Director of Engineering *JRM*

SUBJ: **Change Orders 9 for Bluffton Parkway Phases 5A Segment 2 Construction**

DATE: November 26, 2014

**BACKGROUND.** On 2/25/13, Beaufort County Council awarded a contract to R. R. Dawson Bridge Company, LLC, for the construction of the Bluffton Parkway Phase 5A Segment 2 roadway and flyover bridges. The contact award amount was \$36,665,629.96. Change Orders for the project to date total \$564,307.67.

Change Order 9 at \$121,885.89 is for additional work and material costs for plan revisions to the permanent shoring wall. The work for Change Orders 9 has been performed and approval will allow the change order value to be encumbered on the contractor's purchase order and processed for payment.

**FUNDING.** Bluffton Parkway Phase 5 construction is paid for from sales tax project funds, Account #33401-54500. Phase 5 of the parkway has a total revenue budget of \$81,916,621 consisting of \$65,916,621 from 1 cent Sales Tax, \$1 million from Southern Beaufort County Road Impact Fees and \$15 million for Segment 2 construction from a Federal Hwy Administration Grant. For the Bluffton Parkway Phase 5 Project, \$60,391,480 has been expended; \$18,457,686 is encumbered for a total obligated project cost of \$78,849,166 to date. As of 11/26/14, there is an available budget of \$3,067,455.

**FOR ACTION.** Public Facilities Committee on December 15, 2014.

**RECOMMENDATION.** That the Public Facilities Committee approve and recommend to County Council approval of Change Order 9 to R. R. Dawson Bridge Company in the total amount of \$146,528.39 for the construction of Bluffton Parkway Phase 5A Segment 2.

JRM/mjh

Attachment: Change Order 9

cc: Colin Kinton



# LPA Change Order Request Form

Before directing changes in the work within the provisions of the Contract, the Local Public Agency (LPA) shall submit to the SCDOT Local Public Agency Administration office (LPAA), this completed request for review and approval for change order work along with the appropriate documentation listed below.

Local Public Agency: Beaufort County

Contact Person: Robert McFee Title: Director of Engineering & Infrastructure

Address: 100 Ribaut Rd, PO Box 1228, Beaufort SC 29902 Phone: 843.255.2730

Project Name: Bluffton Parkway 5A Segment 2

County: Beaufort Master PIN: 41794\_PE01

Contract Number: BEAU (001) File Number: 07.041794

Date of Agreement: October 9, 2012 Maximum Funding: \_\_\_\_\_

Change Order Number: 009

Type of Change Order: Supplemental Agreement  Contract Modification  Time Extension  Other

Date of Executed Contract between Owner and Contractor: October 25, 2012

Original Completion Date: October 18, 2015 Revised Completion Date: November 17, 2015

Original Contract Price: \$36,665,629.96 Revised Contract Price: \$37,207,937.63

This change order request shall include the following documentation:

- Detailed explanation for change order request
- Itemized listing of each change order item with price
- Total cost of change order request
- Additional contract time with revised completion date (if necessary)
- Prime Contractor signature and date

*Please refer to attached page for change order breakdown.*

Submitted: *Robert McFee* Local Public Agency 11/19/14 Date

Recommended: *Daniel Clisaw* Resident Construction Engineer 11/20/14 Date

Recommended: \_\_\_\_\_ District Engineering Administrator \_\_\_\_\_ Date

Approved: \_\_\_\_\_ Local Public Agency Administrator \_\_\_\_\_ Date

**NOTE:** Approval of this change order does not increase SCDOT's contract maximum funding for this project. Any cost beyond the contract amount will be the sole responsibility of the LPA, as stated in the LPA's signed Participation Agreement with SCDOT.

# R.R. DAWSON BRIDGE COMPANY LLC

P. O. BOX 28 • LEXINGTON, KENTUCKY 40588-0028 • (859) 269-4644 • FAX (859) 266-7378

MEMBERS:  
R. R. DAWSON, JR.  
GEORGE D. MARTIN  
THOMAS C. DAWSON

October 23, 2014

Dan Chism  
F&ME Consultants  
1536 Fording Island Road, Suite 105  
Hilton Head, SC 29926

Re: REVISED Change Order #9: **Additional Costs: Plan Revisions for Permanent Sheeting 9/29/14**  
File #: 07.041794  
Project #:BEAU (001)

Dear Mr. Chism,

Dawson hereby submits the following change order for the additional costs associated with the permanent sheeting added to the contract on 9/29/14. From the date that the permanent shoring wall was quoted and accepted (11/27/12) to 10/13/14, material prices have increased substantially. With the plan revisions sent on 9/29/14, Dawson requests the difference in material cost associated with the permanent sheeting added as well as the additional traffic control costs.

*The following are additional costs associated with the revised plans for Permanent Sheeting Only:*

**Traffic Control: 2 night time lane closures (expect to place 40 LF of sheeting each night)**

Lane closure-night time (Multi-lane Primary Routes): \$2,050.00 +10% markup=\$2,255.00  
2 nighttime lane closures x \$2,255.00 = \$4,510.00

Police Assistance One deputy at \$42.50/HR each night  
8 hours @ \$42.50 = \$340.00 x 2 nights = \$680.00

Traffic Control Costs: **\$5,190.00**

## **Material Costs:**

**Please see the attached quotations for the permanent sheeting (original and revised for additional quantities)**

Additional Sheeting necessary:  
81715.2 @ \$75.00/CWT = \$61,286.40

Coating: 3477 SF @ \$2.75/SF = \$9,561.75

Additional Corner: 40 LF @ \$60.00= \$2,400.00

**Total New Material Price: \$73,248.15**

**Under original pricing the costs would have been the following:**

81715.2 @ \$61.25/CWT = \$50,050.56  
Coating: 3477 SF @ \$2.10/SF= \$7,301.70

**Total Original Material Price: \$57,352.26**

The total difference in the price of materials is: **\$15,895.89**

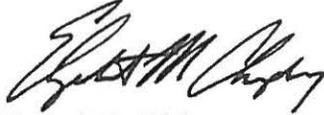
The Permanent Shoring Wall linear footage increased to 792 LF from the original contracted amount of 708 LF. The 84 LF will be an overrun quantity and paid for unit price per the contract of \$1,200.00. The total overrun cost will be **\$100,800**.

Dawson hereby submits a change order for the total amount of **\$121,885.89** (inclusive of the increase in material price, additional traffic control and contract quantity overrun).

In addition to this change order, additional time is being requested due to the increase in work as well as the time that this work has been delayed. On June 13, 2014, initial requests for plan revisions were requested after concept sketches were sent to Dawson. This request was followed up on again on June 27<sup>th</sup> via email to the former Project Manager for F&ME. Plan revisions were received on 8/20/14 however, questions arose and were submitted on 8/28/14 and a conference call was set up with ICA on 9/9/14 to discuss this and other matters. At that time, the permanent shoring wall was introduced into the revisions and were received on 9/29/14. As a result, time was lost in preparing our access for not only installation of the permanent shoring wall but also our access for the drilled shaft operations. Dawson hereby requests a one month time extension (30 days) from the follow up on plan revisions on August 28, 2014 to the final plan revisions received on September 29, 2014.

Please review and if any additional information is needed, please let us know. We appreciate the quick response.

Best regards,



Elizabeth M. Chipley  
Project Manager

R.R. Dawson Bridge Co., LLC

Cc: Mr. Gerry Hargis (RRDBC)  
Mr. Adam Shannon (F&ME)









November 13, 2014

Josh,

The Town of Hilton Head Island and Palmetto Electric Cooperative, Inc. entered into a 20-year franchise agreement in 2004. This agreement will require Palmetto to convert all of its overhead lines to underground. The primary reason for this initiative is to expedite the restoration of electricity to the Island following a minor hurricane.

In addition to the franchise agreement, the Town also passed an ordinance (NO. 2004-44) that requires all existing overhead lines to be converted to underground. Not only does this requirement include the conversion of overhead primary lines along roads and streets, but also the conversion of overhead service lines to underground to each home and business.

Palmetto Electric is seeking easements on properties owned by Beaufort County and the Town of Hilton Head to begin the conversion process. The Town of Hilton Head requested the easements be signed by Beaufort County before they will sign them.

Enclosed are two copies of each easement we are requesting with a map of the site indicating the power lines and equipment locations and where they are to be installed.

I will be happy to meet with you on site and answer any questions or concerns about the placement of underground power lines and equipment.

Sincerely,

Gregory J. Creeden  
Engineering Technician  
Palmetto Electric Cooperative, Inc.  
P.O. Box 23619  
Hilton Head Island, SC  
29925-3619

Office: (843) 681-0058  
Mobile: (843) 384-2604  
Fax: (843) 689-2638  
[gcreeden@palmetto.coop](mailto:gcreeden@palmetto.coop)

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF BEAUFORT                 )

**EASEMENT**

Know All Men By These Presents, that The **Town of Hilton Head Island, South Carolina** and **Beaufort County, South Carolina**, by and through its duly authorized Officers (hereinafter, the “Grantor”), for and in consideration of the Sum of One (\$1.00) Dollar, and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, and in further consideration of the full and faithful performance of covenants and conditions expressed herein, does hereby grant, bargain and sell, and by these Presents does hereby grant, bargain and sell to **Palmetto Electric Cooperative, Inc.** (hereinafter, the “Grantee”), a non-exclusive easement, on over and across the following described real property (hereinafter, the “Easement”), for the purpose of:

1. Installing, erecting, maintaining underground electric lines and communication lines (meaning fiber optic or metallic lines to allow for monitoring, control, and/or switching of equipment owned by Grantee and/or any customer connected to the electric grid), and any associated equipment; and,
2. Installing, erecting, maintaining overhead electric lines to the extent permitted by that certain “Underground Service Agreement” by and between Grantor and Grantee entered into as part of the “Franchise Agreement” by and between Grantor and Grantee, and which was approved by The Town of Hilton Head Island, South Carolina, in Ordinance 2004-35.

The Easement is Five (5’) Feet on either side of centerline of any underground electric lines and communication lines (meaning fiber optic or metallic lines to allow for monitoring, control, and/or switching of equipment owned by Grantee and/or any customer connected to the electric grid), and/or overhead power lines installed pursuant hereto, and is across and under the following real property:

All that certain piece, parcel or lot of land situate, lying and being in Hilton Head Island, Beaufort County, South Carolina, consisting of 1.93 acres, more or less, as shown and described on a plat entitled "Plat of 1.93 acres, Known as **R511-007-000-075A-0000**" dated January 28, 2009, prepared by A&C Professional Surveying, Inc., certified by Matthew D. Clark, SCRLS #20187, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 127 at Page 163.

The grant of this Easement is subject to the following terms and conditions:

1. Grantor hereby reserves the right to use or convey the property which is subject to this Easement in any manner whatsoever which does not interfere with the use and enjoyment of the Easement.
2. That Grantor hereby reserves the right to change the location of the within Easement from time to time, but solely at the expense of Grantor.
3. Grantor agrees that landscaping shall not be planted within Ten (10') Feet of any door or opening of electrical distribution equipment, or within the boundaries of the Easement.
4. Grantee acknowledges that any exercise of its rights under this Easement shall be governed by that certain "Franchise Agreement" by and between Grantor and Grantee, and which was approved by The Town of Hilton Head Island, South Carolina, in Ordinance 2004-35.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Easement to be Executed by their duly authorized officers on this \_\_\_\_\_ day of October, 2014.

BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

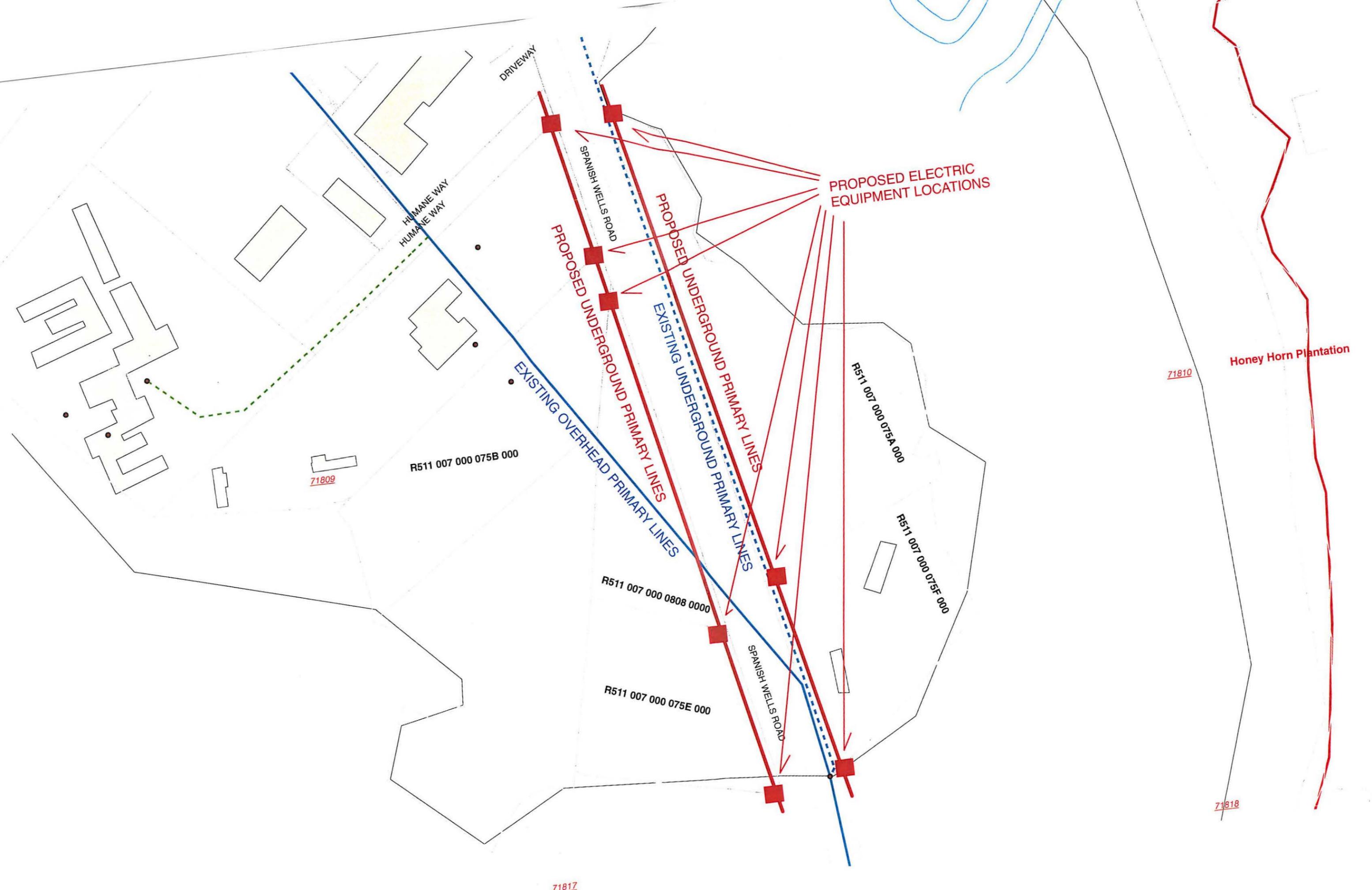
STATE OF SOUTH CAROLINA ) UNIFORM ACKNOWLEDGMENT  
 )  
COUNTY OF BEAUFORT ) S. C. CODE ANN. § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that \_\_\_\_\_  
personally appeared before me on this day and duly acknowledged the execution of the foregoing  
instrument on behalf of The Town of Hilton Head Island, South Carolina.

Sworn to and Subscribed before me  
on this \_\_\_\_ Day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_





DRIVEWAY

HUMANE WAY  
HUMANE WAY

SPANISH WELLS ROAD

PROPOSED ELECTRIC  
EQUIPMENT LOCATIONS

PROPOSED UNDERGROUND PRIMARY LINES

PROPOSED UNDERGROUND PRIMARY LINES

EXISTING UNDERGROUND PRIMARY LINES

EXISTING OVERHEAD PRIMARY LINES

R511 007 000 075B 000

71809

R511 007 000 0808 0000

R511 007 000 075E 000

R511 007 000 075A 000

R511 007 000 075F 000

SPANISH WELLS ROAD

Honey Horn Plantation

71810

71818

71817

STATE OF SOUTH CAROLINA

)

COUNTY OF BEAUFORT

)

)

EASEMENT

Know All Men By These Presents, that The **Town of Hilton Head Island, South Carolina** and **Beaufort County, South Carolina**, by and through its duly authorized Officers (hereinafter, the "Grantor"), for and in consideration of the Sum of One (\$1.00) Dollar, and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, and in further consideration of the full and faithful performance of covenants and conditions expressed herein, does hereby grant, bargain and sell, and by these Presents does hereby grant, bargain and sell to **Palmetto Electric Cooperative, Inc.** (hereinafter, the "Grantee"), a non-exclusive easement, on over and across the following described real property (hereinafter, the "Easement"), for the purpose of:

1. Installing, erecting, maintaining underground electric lines and communication lines (meaning fiber optic or metallic lines to allow for monitoring, control, and/or switching of equipment owned by Grantee and/or any customer connected to the electric grid), and any associated equipment; and,
2. Installing, erecting, maintaining overhead electric lines to the extent permitted by that certain "Underground Service Agreement" by and between Grantor and Grantee entered into as part of the "Franchise Agreement" by and between Grantor and Grantee, and which was approved by The Town of Hilton Head Island, South Carolina, in Ordinance 2004-35.

The Easement is Five (5') Feet on either side of centerline of any underground electric lines and communication lines (meaning fiber optic or metallic lines to allow for monitoring, control, and/or switching of equipment owned by Grantee and/or any customer connected to the electric grid), and/or overhead power lines installed pursuant hereto, and is across and under the following real property:

All that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, and being more particularly and shown as Parcel 75, containing 2.06 acres, and Parcel 75B, containing 1.40 acres, on that certain plat entitled "Asbuilt, Boundary, Tree and Topographic Survey of Parcels 75 and 75B, Spanish Wells Road, Hilton Head Island, Beaufort County, South Carolina", prepared for Trust for Public Land, Beaufort County and Investors Title. Said plat having been prepared by Ralph O. Vanadore, Sea Island Land Survey, LLC., dated October 13, 2004, and Known as **R511-007-000-075B-0000**", and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 104 at Page 119.

The grant of this Easement is subject to the following terms and conditions:

1. Grantor hereby reserves the right to use or convey the property which is subject to this Easement in any manner whatsoever which does not interfere with the use and enjoyment of the Easement.
2. That Grantor hereby reserves the right to change the location of the within Easement from time to time, but solely at the expense of Grantor.
3. Grantor agrees that landscaping shall not be planted within Ten (10') Feet of any door or opening of electrical distribution equipment, or within the boundaries of the Easement.
4. Grantee acknowledges that any exercise of its rights under this Easement shall be governed by that certain "Franchise Agreement" by and between Grantor and Grantee, and which was approved by The Town of Hilton Head Island, South Carolina, in Ordinance 2004-35.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Easement to be Executed by their duly authorized officers on this \_\_\_\_\_ day of October, 2014.



BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

STATE OF SOUTH CAROLINA ) UNIFORM ACKNOWLEDGMENT  
 )  
COUNTY OF BEAUFORT ) S. C. CODE ANN. § 30-5-30 (SUPP. 2007)

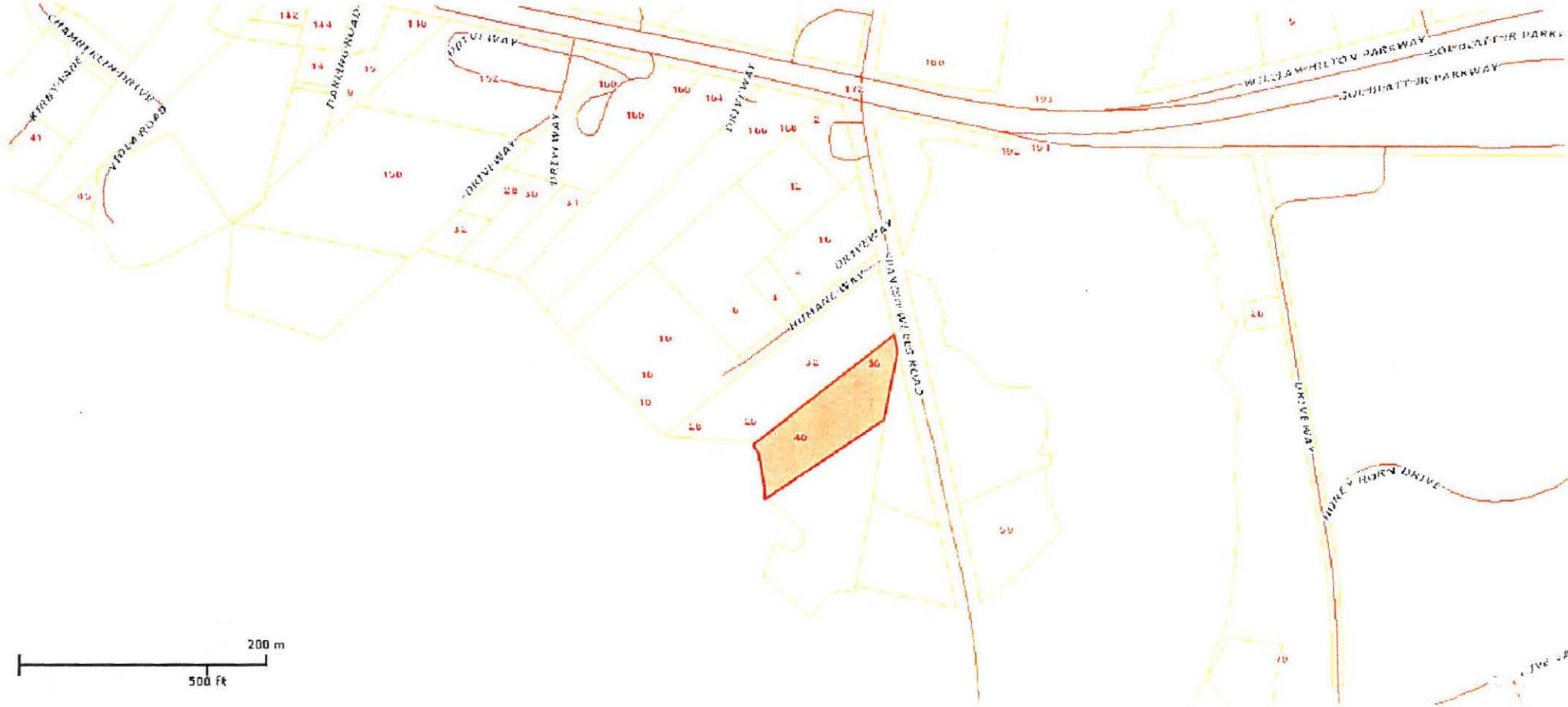
I, the undersigned Notary Public do hereby certify that \_\_\_\_\_  
personally appeared before me on this day and duly acknowledged the execution of the foregoing  
instrument on behalf of The Town of Hilton Head Island, South Carolina.

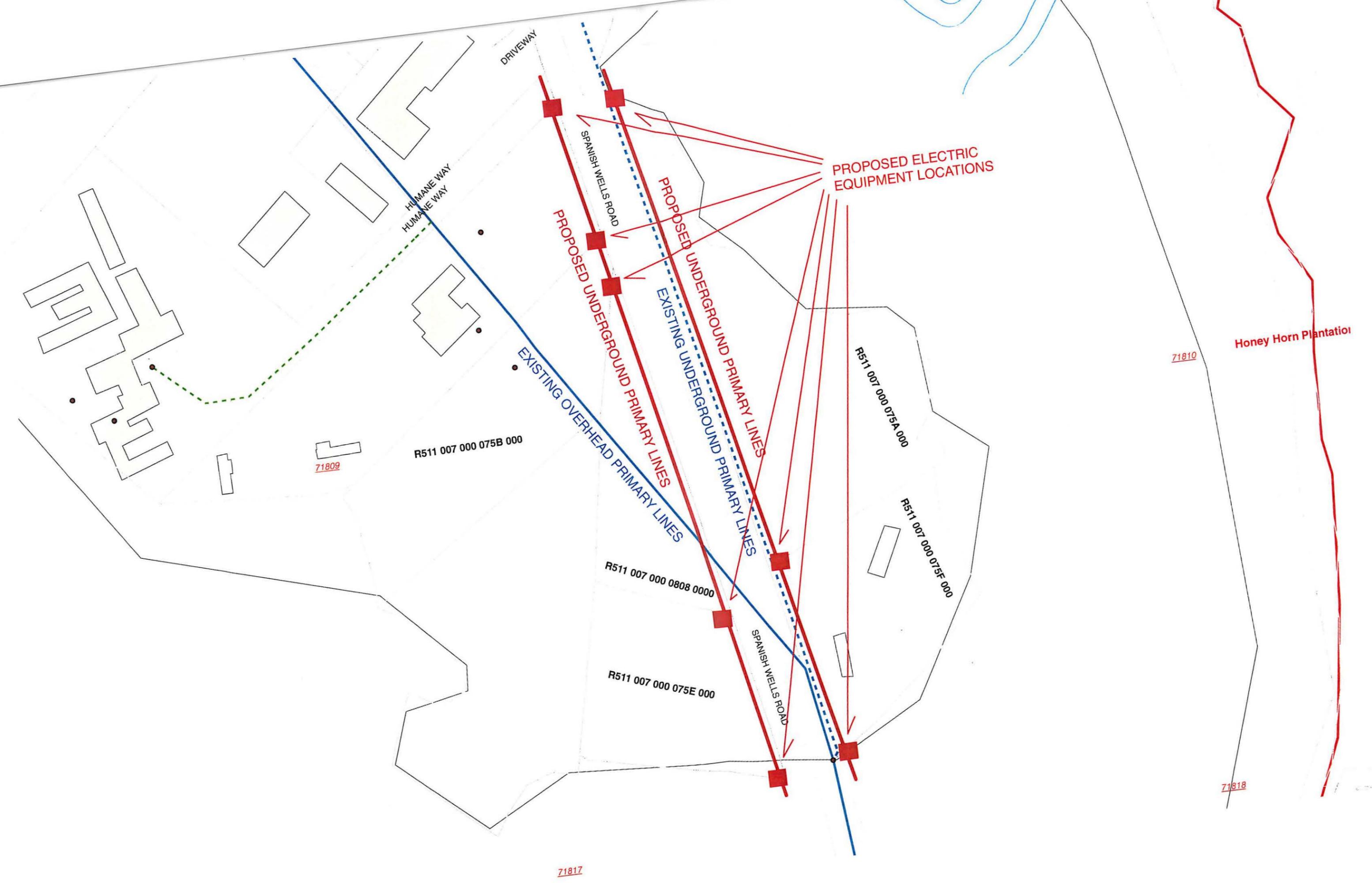
Sworn to and Subscribed before me  
on this \_\_\_\_ Day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

# R511 007 000 075B 0000

## 40 Spanish Wells Road





**STATE OF SOUTH CAROLINA**

)

**COUNTY OF BEAUFORT**

)

)

**EASEMENT**

Know All Men By These Presents, that The **Town of Hilton Head Island, South Carolina** and **Beaufort County, South Carolina**, by and through its duly authorized Officers (hereinafter, the "Grantor"), for and in consideration of the Sum of One (\$1.00) Dollar, and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, and in further consideration of the full and faithful performance of covenants and conditions expressed herein, does hereby grant, bargain and sell, and by these Presents does hereby grant, bargain and sell to **Palmetto Electric Cooperative, Inc.** (hereinafter, the "Grantee"), a non-exclusive easement, on over and across the following described real property (hereinafter, the "Easement"), for the purpose of:

1. Installing, erecting, maintaining underground electric lines and communication lines (meaning fiber optic or metallic lines to allow for monitoring, control, and/or switching of equipment owned by Grantee and/or any customer connected to the electric grid), and any associated equipment; and,
2. Installing, erecting, maintaining overhead electric lines to the extent permitted by that certain "Underground Service Agreement" by and between Grantor and Grantee entered into as part of the "Franchise Agreement" by and between Grantor and Grantee, and which was approved by The Town of Hilton Head Island, South Carolina, in Ordinance 2004-35.

The Easement is Five (5') Feet on either side of centerline of any underground electric lines and communication lines (meaning fiber optic or metallic lines to allow for monitoring, control, and/or switching of equipment owned by Grantee and/or any customer connected to the electric grid), and/or overhead power lines installed pursuant hereto, and is across and under the following real property:

All that certain piece, parcel or lot of land situate, lying and being in Hilton Head Island, Beaufort County, South Carolina, containing 1.012 acres, more or less, as shown and described as PARCEL 75E a plat thereof entitled A Boundary Survey of Parcel 75E, Spanish Wells Road, Town of Hilton Head Island, Beaufort County, South Carolina, Dist. 511, Map 7, Parcel 75 dated October 20, 2007, prepared by T-Square Group, Inc., certified by Forrest F. Baughman, PLS #4922, Known as **R511-007-000-075E-0000**” and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 123 at Page 82.

The grant of this Easement is subject to the following terms and conditions:

1. Grantor hereby reserves the right to use or convey the property which is subject to this Easement in any manner whatsoever which does not interfere with the use and enjoyment of the Easement.
2. That Grantor hereby reserves the right to change the location of the within Easement from time to time, but solely at the expense of Grantor.
3. Grantor agrees that landscaping shall not be planted within Ten (10') Feet of any door or opening of electrical distribution equipment, or within the boundaries of the Easement.
4. Grantee acknowledges that any exercise of its rights under this Easement shall be governed by that certain “Franchise Agreement” by and between Grantor and Grantee, and which was approved by The Town of Hilton Head Island, South Carolina, in Ordinance 2004-35.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Easement to be Executed by their duly authorized officers on this \_\_\_\_\_ day of October, 2014.



BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

STATE OF SOUTH CAROLINA ) UNIFORM ACKNOWLEDGMENT  
 )  
COUNTY OF BEAUFORT ) S. C. CODE ANN. § 30-5-30 (SUPP. 2010)

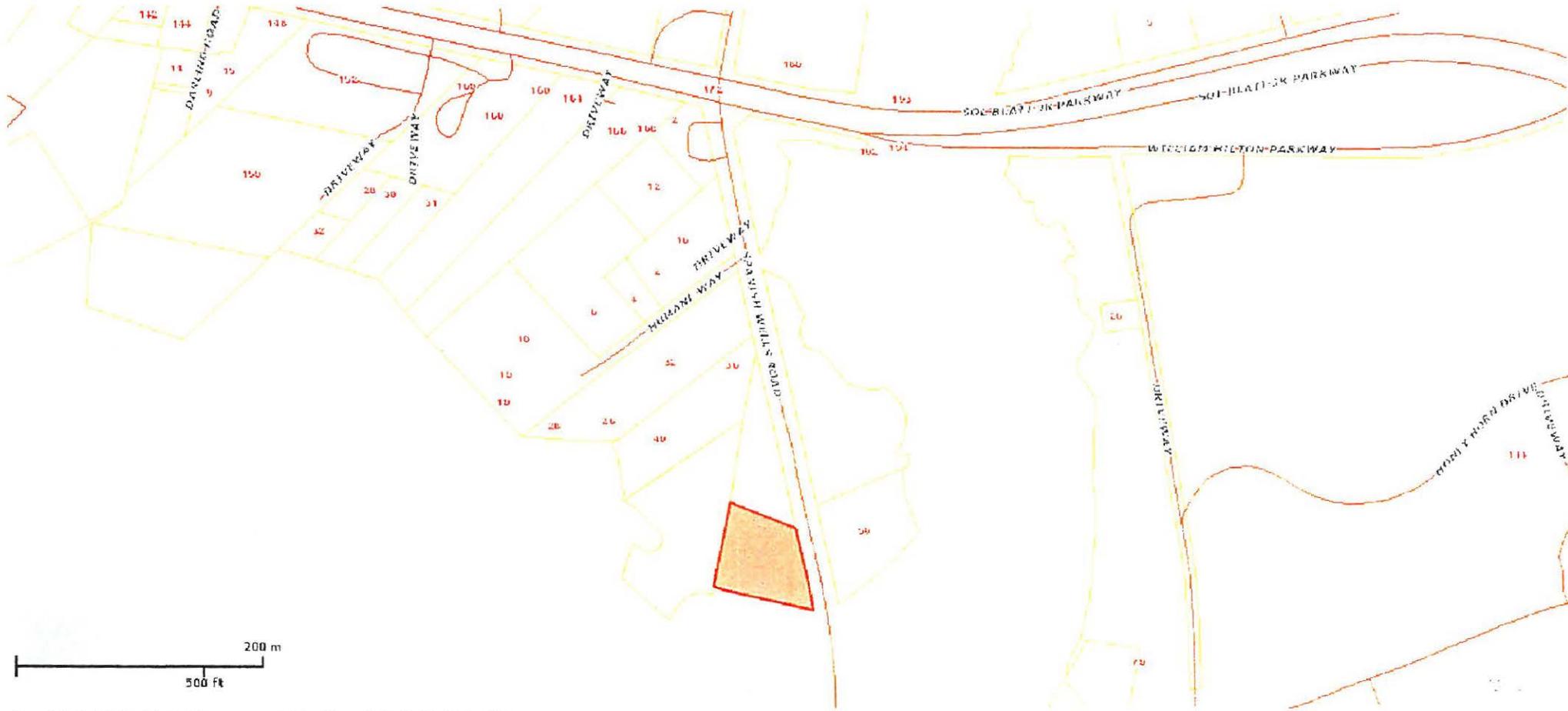
I, the undersigned Notary Public do hereby certify that \_\_\_\_\_  
personally appeared before me on this day and duly acknowledged the execution of the foregoing  
instrument on behalf of The Town of Hilton Head Island, South Carolina.

Sworn to and Subscribed before me  
on this \_\_\_\_ Day of \_\_\_\_\_, 2014

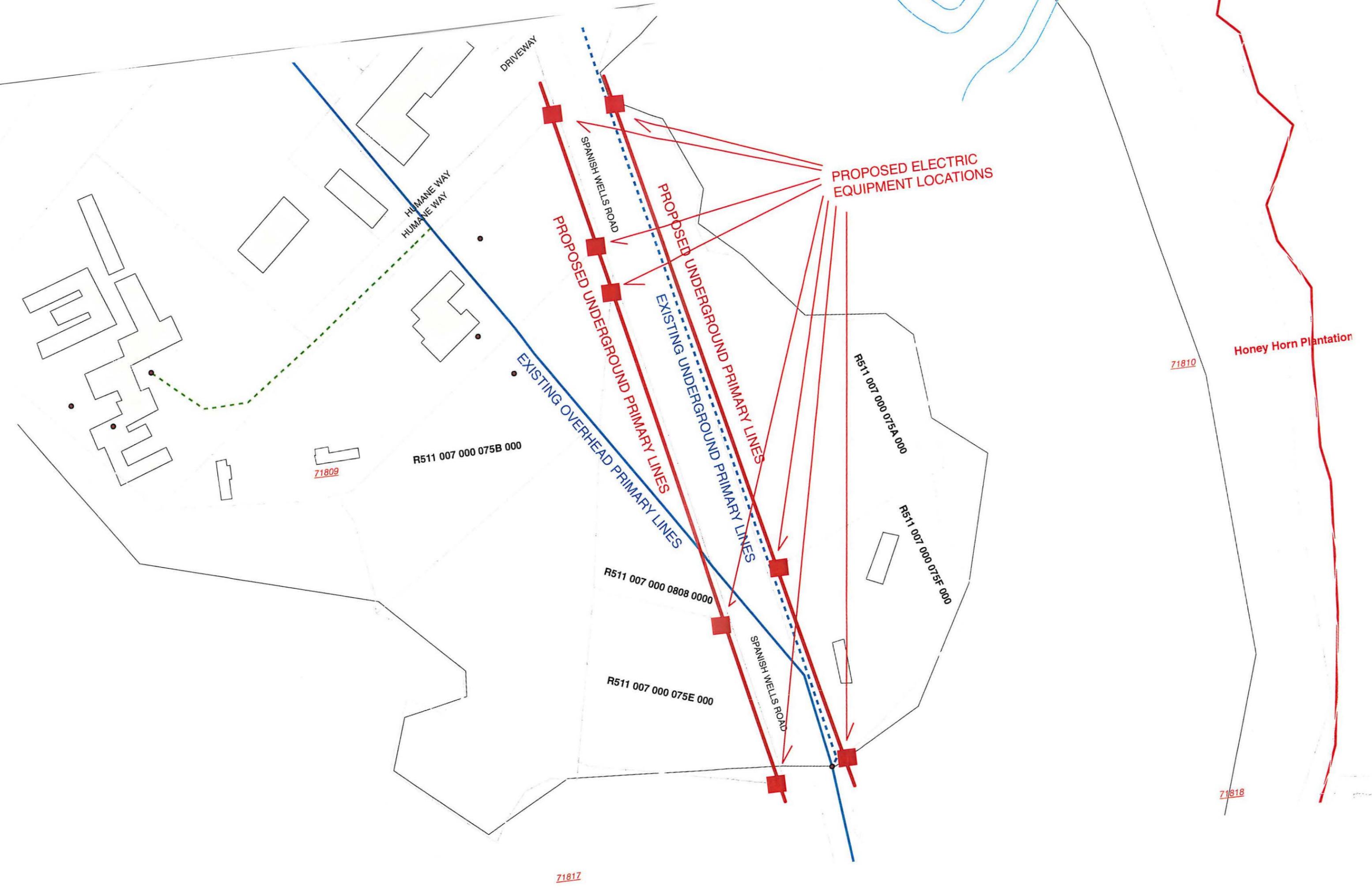
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

# R511 007 000 075E 0000

## Spanish Wells Road



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71809

R511 007 000 075B 000

R511 007 000 075A 000

R511 007 000 075F 000

R511 007 000 0808 0000

R511 007 000 075E 000

71810

71818

71817

PROPOSED ELECTRIC EQUIPMENT LOCATIONS

PROPOSED UNDERGROUND PRIMARY LINES

EXISTING UNDERGROUND PRIMARY LINES

EXISTING OVERHEAD PRIMARY LINES

PROPOSED UNDERGROUND PRIMARY LINES

DRIVEWAY

HUMANE WAY  
HUMANE WAY

SPANISH WELLS ROAD

SPANISH WELLS ROAD

Honey Horn Plantation

STATE OF SOUTH CAROLINA

)

COUNTY OF BEAUFORT

)

)

EASEMENT

Know All Men By These Presents, that The **Town of Hilton Head Island, South Carolina** and **Beaufort County, South Carolina**, by and through its duly authorized Officers (hereinafter, the "Grantor"), for and in consideration of the Sum of One (\$1.00) Dollar, and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, and in further consideration of the full and faithful performance of covenants and conditions expressed herein, does hereby grant, bargain and sell, and by these Presents does hereby grant, bargain and sell to **Palmetto Electric Cooperative, Inc.** (hereinafter, the "Grantee"), a non-exclusive easement, on over and across the following described real property (hereinafter, the "Easement"), for the purpose of:

1. Installing, erecting, maintaining underground electric lines and communication lines (meaning fiber optic or metallic lines to allow for monitoring, control, and/or switching of equipment owned by Grantee and/or any customer connected to the electric grid), and any associated equipment; and,
2. Installing, erecting, maintaining overhead electric lines to the extent permitted by that certain "Underground Service Agreement" by and between Grantor and Grantee entered into as part of the "Franchise Agreement" by and between Grantor and Grantee, and which was approved by The Town of Hilton Head Island, South Carolina, in Ordinance 2004-35.

The Easement is Five (5') Feet on either side of centerline of any underground electric lines and communication lines (meaning fiber optic or metallic lines to allow for monitoring, control, and/or switching of equipment owned by Grantee and/or any customer connected to the electric grid), and/or overhead power lines installed pursuant hereto, and is across and under the following real property:

All that certain piece, parcel or lot of land situate, lying and being in Hilton Head Island, Beaufort County, South Carolina, consisting of 1.00 acres, more or less, as shown and described on a Plat entitled "A Boundary Plat for R511-007-000-075F-0000 on Spanish Wells Road, Hilton Head Island, Beaufort County, South Carolina, dated February 11, 2009, prepared by Coastal Surveying Co., Inc., certified by Michael R. Dunigan, SCRLS #11905, Known as **R511-007-000-075F-0000**" and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 127 at Page 165.

The grant of this Easement is subject to the following terms and conditions:

1. Grantor hereby reserves the right to use or convey the property which is subject to this Easement in any manner whatsoever which does not interfere with the use and enjoyment of the Easement.
2. That Grantor hereby reserves the right to change the location of the within Easement from time to time, but solely at the expense of Grantor.
3. Grantor agrees that landscaping shall not be planted within Ten (10') Feet of any door or opening of electrical distribution equipment, or within the boundaries of the Easement.
4. Grantee acknowledges that any exercise of its rights under this Easement shall be governed by that certain "Franchise Agreement" by and between Grantor and Grantee, and which was approved by The Town of Hilton Head Island, South Carolina, in Ordinance 2004-35.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Easement to be Executed by their duly authorized officers on this \_\_\_\_\_ day of October, 2014.



BEAUFORT COUNTY, SOUTH CAROLINA

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

STATE OF SOUTH CAROLINA ) UNIFORM ACKNOWLEDGMENT  
 )  
COUNTY OF BEAUFORT ) S. C. CODE ANN. § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that \_\_\_\_\_  
personally appeared before me on this day and duly acknowledged the execution of the foregoing  
instrument on behalf of The Town of Hilton Head Island, South Carolina.

Sworn to and Subscribed before me  
on this \_\_\_\_ Day of \_\_\_\_\_, 2014

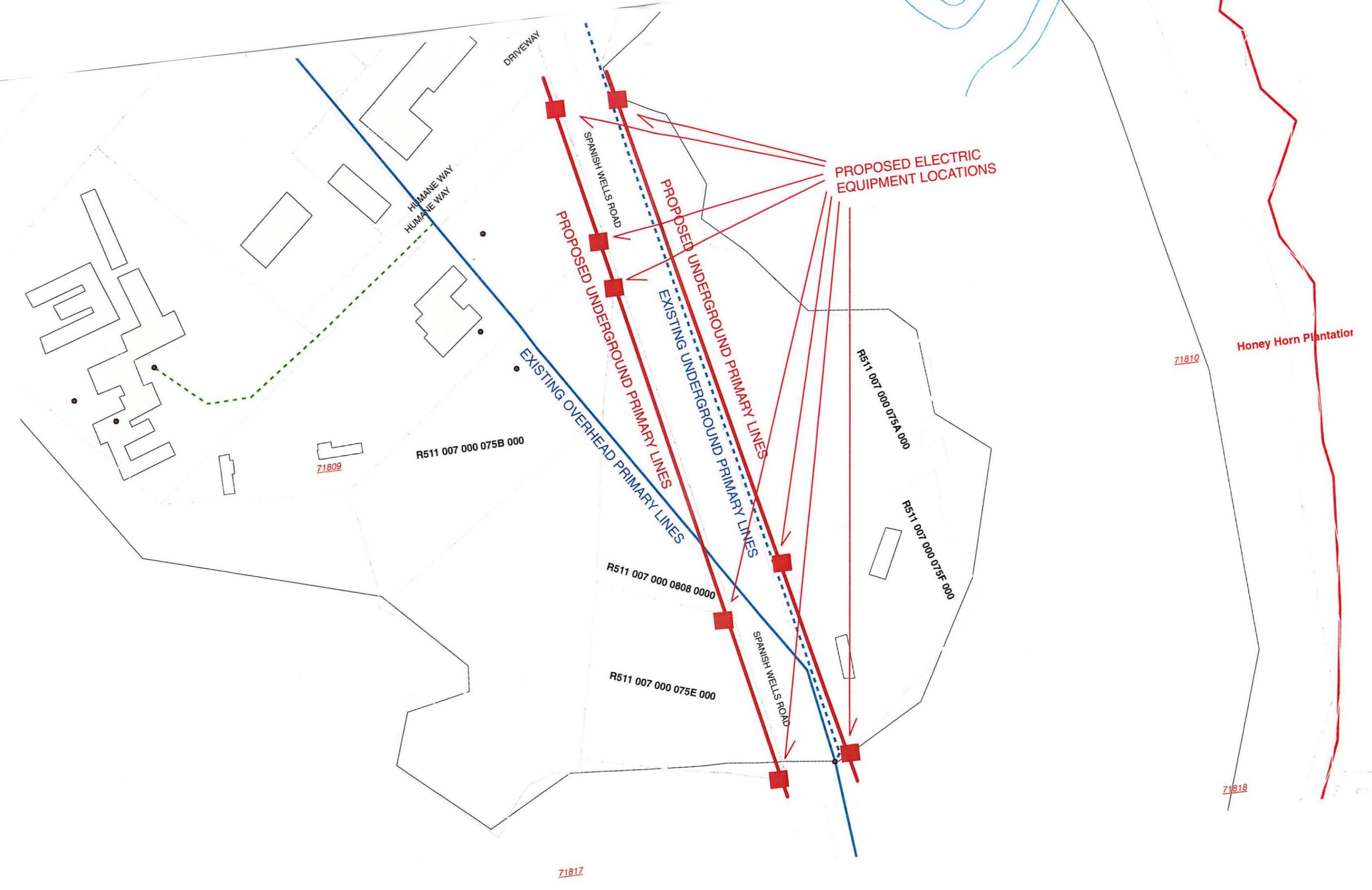
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

R511 007 000 075F 0000

59 Spanish Wells Road



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**STATE OF SOUTH CAROLINA**

)

**COUNTY OF BEAUFORT**

)

)

**EASEMENT**

Know All Men By These Presents, that The **Town of Hilton Head Island, South Carolina** and **Beaufort County, South Carolina**, by and through its duly authorized Officers (hereinafter, the "Grantor"), for and in consideration of the Sum of One (\$1.00) Dollar, and other good and valuable consideration, the receipt and sufficiency whereof is acknowledged, and in further consideration of the full and faithful performance of covenants and conditions expressed herein, does hereby grant, bargain and sell, and by these Presents does hereby grant, bargain and sell to **Palmetto Electric Cooperative, Inc.** (hereinafter, the "Grantee"), a non-exclusive easement, on over and across the following described real property (hereinafter, the "Easement"), for the purpose of:

1. Installing, erecting, maintaining underground electric lines and communication lines (meaning fiber optic or metallic lines to allow for monitoring, control, and/or switching of equipment owned by Grantee and/or any customer connected to the electric grid), and any associated equipment; and,
2. Installing, erecting, maintaining overhead electric lines to the extent permitted by that certain "Underground Service Agreement" by and between Grantor and Grantee entered into as part of the "Franchise Agreement" by and between Grantor and Grantee, and which was approved by The Town of Hilton Head Island, South Carolina, in Ordinance 2004-35.

The Easement is Five (5') Feet on either side of centerline of any underground electric lines and communication lines (meaning fiber optic or metallic lines to allow for monitoring, control, and/or switching of equipment owned by Grantee and/or any customer connected to the electric grid), and/or overhead power lines installed pursuant hereto, and is across and under the following real property:

All that certain piece, parcel or lot of land situate, lying and being in Hilton Head Island, Beaufort County, South Carolina, consisting of 0.707 acres, more or less, and shown and described on a plat entitled "A Boundary Plat for **R511-007-000-0808-0000**" on Spanish Wells Road, Hilton Head Island, Beaufort County, South Carolina" dated February 16, 2009, prepared by Coastal Surveying Co., Inc., certified by Michael R. Dunigan, SCRLS #11905, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 127 at Page 166.

The grant of this Easement is subject to the following terms and conditions:

1. Grantor hereby reserves the right to use or convey the property which is subject to this Easement in any manner whatsoever which does not interfere with the use and enjoyment of the Easement.
2. That Grantor hereby reserves the right to change the location of the within Easement from time to time, but solely at the expense of Grantor.
3. Grantor agrees that landscaping shall not be planted within Ten (10') Feet of any door or opening of electrical distribution equipment, or within the boundaries of the Easement.
4. Grantee acknowledges that any exercise of its rights under this Easement shall be governed by that certain "Franchise Agreement" by and between Grantor and Grantee, and which was approved by The Town of Hilton Head Island, South Carolina, in Ordinance 2004-35.

To have and to hold, all and singular, the rights, privileges, and easements aforesaid unto the Town of Hilton Head Island, South Carolina, its successors and assigns, forever.

In Witness whereof, the parties hereto have caused the within Easement to be Executed by their duly authorized officers on this \_\_\_\_\_ day of October, 2014.

THE TOWN OF HILTON HEAD ISLAND,  
SOUTH CAROLINA

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Attest: \_\_\_\_\_

STATE OF SOUTH CAROLINA            ) UNIFORM ACKNOWLEDGMENT  
  )  
COUNTY OF BEAUFORT                ) S. C. CODE ANN. § 30-5-30 (SUPP. 2010)

I, the undersigned Notary Public do hereby certify that \_\_\_\_\_  
personally appeared before me on this day and duly acknowledged the execution of the foregoing  
instrument on behalf of Palmetto Electric Cooperative, Inc.

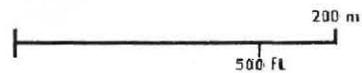
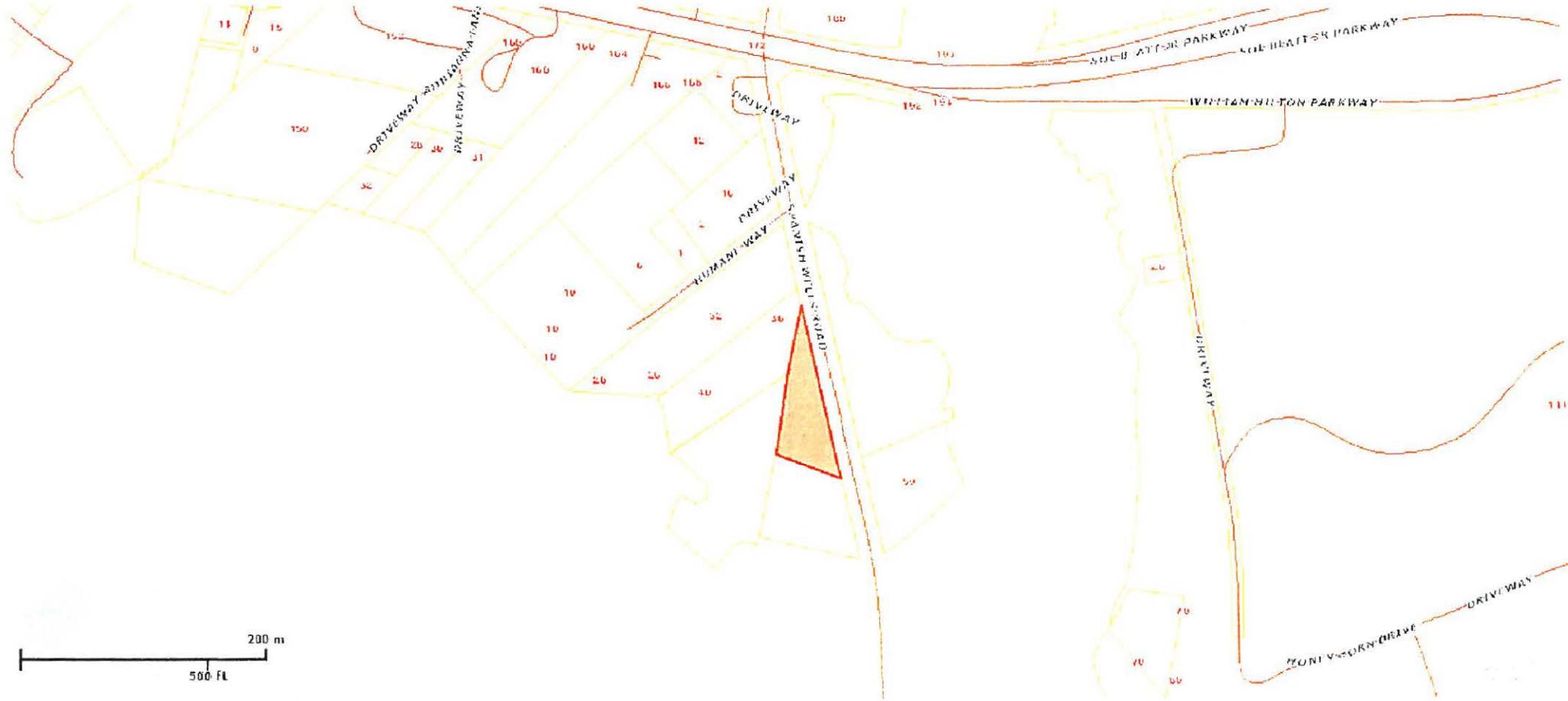
Sworn to and Subscribed before me  
on this \_\_\_\_\_ Day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

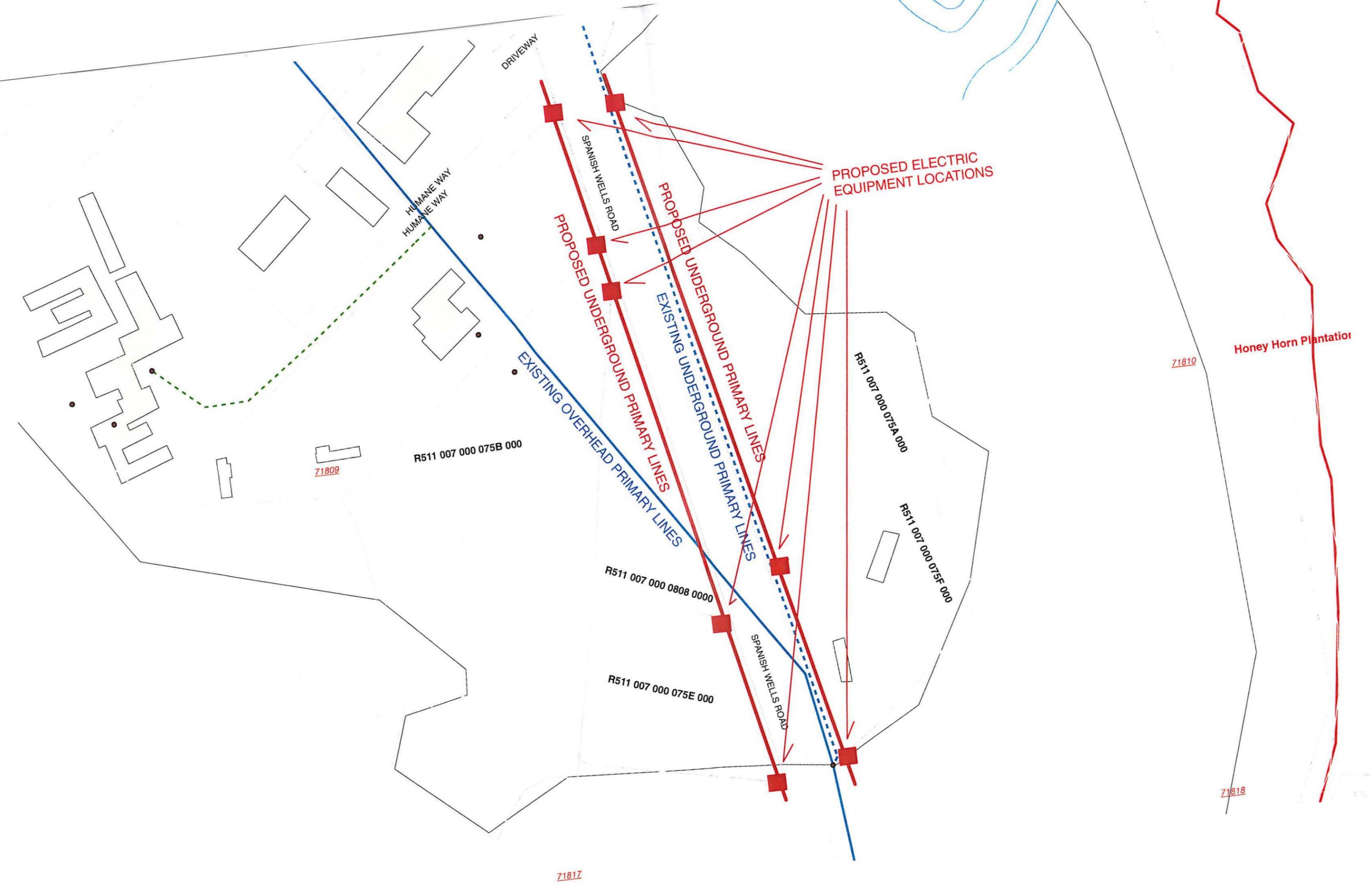


# R511 007 000 0808 0000

## Spanish Wells Road



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PROPOSED ELECTRIC EQUIPMENT LOCATIONS

PROPOSED UNDERGROUND PRIMARY LINES

EXISTING UNDERGROUND PRIMARY LINES

EXISTING OVERHEAD PRIMARY LINES

DRIVEWAY

HUMANE WAY

SPANISH WELLS ROAD

Honey Horn Plantation

71809

71810

71818

71817

R511 007 000 075B 000

R511 007 000 0808 0000

R511 007 000 075E 000

R511 007 000 075A 000

R511 007 000 075F 000