

ORDINANCE 2004-103

Authorizing City Manager to execute an Easement to South Carolina Electric & Gas Company (SCE&G) for an electric line along Richland County TMS 07413-01-03, TMS#07316-01-02/02-01A, TMS#07316-02-14, TMS#07314-02-05, TMS#07314 and TMS#09006 for Canal Lights to Serve the Canal Embankment Project; CF#250-119

BE IT ORDAINED by the Mayor and Council of the City of Columbia, South Carolina, this 8th day of December, 2004, that the City Manager is hereby authorized to execute the attached Easement from the City of Columbia to South Carolina Electric & Gas Company (SCE&G) for an electric line along Richland County TMS 07413-01-03, TMS#07316-01-02/02-01A, T07316-02-14, TMS#07314-02-05, TMS#07314 and TMS#09006 for Canal Lights to Serve the Canal Embankment Project; CF#250-119.

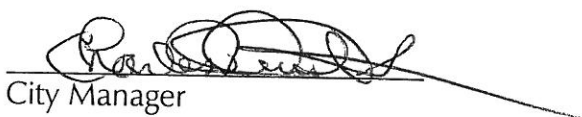
ORIGINAL
STAMPED IN RED

Requested by:



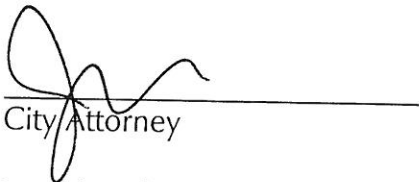
MAYOR

Approved by:



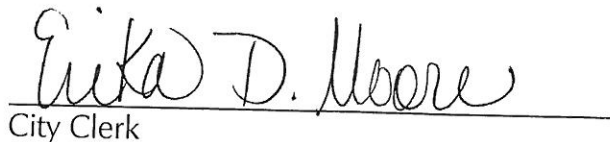
City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 11/17/2004
Final Reading: 12/8/2004

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) EASEMENT

INDENTURE, made this ____ day of _____, 2004 by and between **CITY OF COLUMBIA**, in the County of Richland and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the **SOUTH CAROLINA ELECTRIC & GAS COMPANY**, a South Carolina corporation, having its principal office in Columbia, South Carolina, hereinafter called "Grantee".

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of Richland, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, an easement not to exceed thirty (30) feet in width and the right to construct, replace, perpetually maintain and operate an electric line for lighting in the location shown on Exhibit A which is incorporated herein by reference thereto, along with any or all of the following: poles, conductors, overhead and underground lightning protective wires, underground cables, conduits, transformer pads, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across, through, and under land, in the location described in Exhibit A, described as follows: a tract or lot of, more or less, and being the same lands conveyed to Grantor by deed of South Carolina Electric and Gas, dated March 24, 2003, and recorded in the ROD for Richland County in Deed Book 722 at Page 1883.

The non-exclusive easement hereby granted to SCE&G for an overhead line to provide lighting along City of Columbia Canal as requested by Grantor and is more fully shown on Exhibit A.

TMS: 07413-01-03, 07316-01-02/02-01A, 07316-02-14, 07314-02-05, 07314 and #09006

Together with the right from time to time to install on said line such additional electric lines, apparatus and equipment as Grantee may deem necessary or desirable to operate and maintain the lighting and the right to remove said line or any part thereof.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land extending Fifteen (15) feet on each side of the center of any lines, wires, cables, conduits, or pipes as they may be located as shown on Exhibit A now or in the future; provided, however, any damage to the property of Grantor than that caused by trimming, cutting, or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, Grantor hereby reserves unto itself, its successors and assigns, the right to use the easement area for any purpose or use which does not unreasonably interfere with the rights

and uses granted to the Grantee herein and which are consistent with Grantee's safety concerns and reasonable operational concerns. Specifically, the Grantor reserves the right to install utilities over, under, across and through the easement area created by this instrument and the right to develop the property as future needs of the Grantor may require subject to written approval of the Grantee, which approval shall not be unreasonably withheld by the Grantee. If in the future, this easement location is deemed to be in conflict with development plans for the property of the Grantor herein, the Grantor shall submit a request to the Grantee for relocation of the electric lines and shall grant an easement for said relocation at Grantor's expense. Grantor shall provide Grantee with a minimum of ninety (90) days written notice of its intent to make use of the said easement or relocate the same as provided for herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon Grantor's said lands for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their respective successors and assigns.

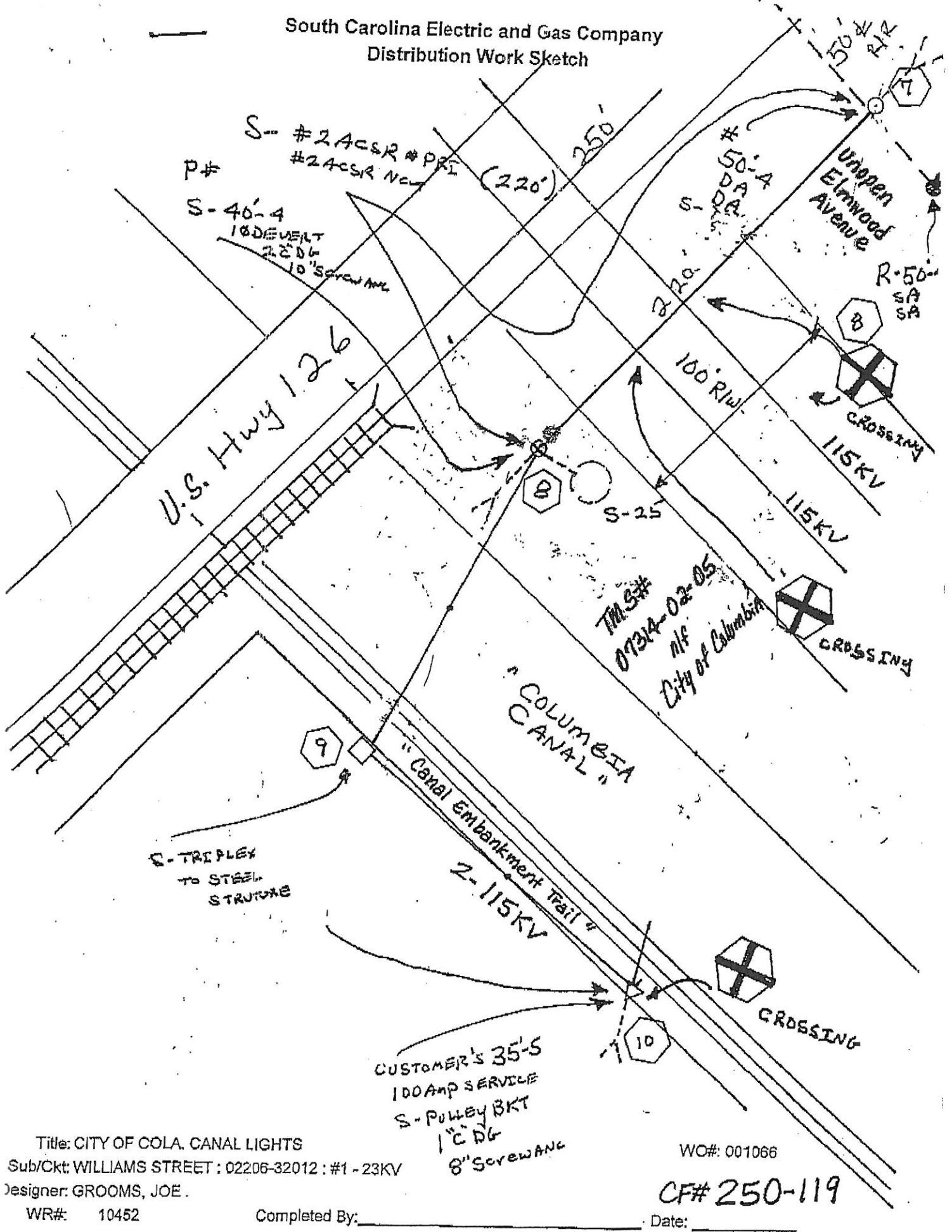
IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

CITY OF COLUMBIA

_____(Seal)
By: Charles P. Austin, Sr.
Its: City Manager

South Carolina Electric and Gas Company Distribution Work Sketch



Title: CITY OF COLA. CANAL LIGHTS

Sub/Okt: WILLIAMS STREET : 02206-32012 : #1 - 23KV

Designer: GROOMS, JOE.

WR#: 10452

Completed By: _____

WO#: 001066

CF# 250-119

Date: _____