

**RESOLUTION NO.: R-2019-063**

*Authorizing the City Manager to execute a License Agreement between the City of Columbia, Dominion Energy South Carolina, Inc., Bull Street Development, LLC, South Carolina Department of Mental Health, and Paramount Locations, LLC for the New Dominion Energy South Carolina, Inc. Bull Street Development Electrical Substation Site*

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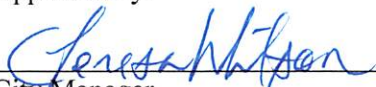
BE IT RESOLVED by the Mayor and City Council this 16th day of July, 2019, that the City Manager is hereby authorized to execute the attached License Agreement between the City of Columbia, Dominion Energy South Carolina, Inc., Bull Street Development, LLC, South Carolina Department of Mental Health, and Paramount Locations, LLC, or on a form to be approved by the City Attorney, for the New Dominion Energy South Carolina, Inc. Bull Street Development Electrical Substation Site.

Requested by:

Assistant City Manager Gentry

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 7/16/2019

Final Reading: 7/16/2019

**STATE OF SOUTH CAROLINA**

**LICENSE AGREEMENT**

**COUNTY OF RICHLAND**

**Date:** \_\_\_\_\_

**License No.:** \_\_\_\_\_

**1.0 INTRODUCTION**

- 1.1 Company: Dominion Energy South Carolina, Inc.** a South Carolina Corporation, hereinafter referred to as “Company” or “Dominion Energy”). This License Agreement will be administered by the Electric Transmission Department and the Gas Department of Dominion Energy at the following addresses:

**Dominion Energy Electric Transmission Department**

Contact Person:

Address:

Phone Number for Emergency Access:

Email Address:

**Dominion Energy Gas Department**

Contact Person:

Address:

Phone Number for Emergency Access:

Email Address:

- 1.2 Licensee: City of Columbia, South Carolina,** hereinafter referred to as “Licensee.”

1136 Washington Street

Columbia, SC 29201

(803) 545-3231

ATTN: Gail Nash

Phone Number for Emergencies:

- 1.3. BSD: BullStreet Development, LLC,** hereinafter referred to as “BSD.”

**BULLSTREET DEVELOPMENT, LLC:**

Mailing Address:

BullStreet Development, LLC

Attn: Robert E. Hughes, Jr.

P.O. Box 2567

Greenville, South Carolina 29601

Delivery Address:  
BullStreet Development, LLC  
Robert E. Hughes, Jr.  
1 North Main Street, Suite 902  
Greenville, South Carolina 29601  
Telephone: (864) 233-2580

- 1.4 **DMH.** The South Carolina Department of Mental Health hereinafter referred to as “**DMH.**” DMH is not a party to this License Agreement.

South Carolina Department of Mental Health  
Office of General Counsel  
Attn: L. Kimble Carter, Attorney  
2414 Bull Street, Suite 403  
P. O. Box 485  
Columbia, South Carolina 29202  
Direct Phone: (803) 898-8314  
OGC Phone (803) 898-8557

- 1.5 **PARAMOUNT: PARAMOUNT LOCATIONS, LLC,** hereinafter referred to as “**Paramount.**”

**Paramount Locations, LLC**

Mailing Address:  
Paramount Locations, LLC  
Attn: Robert E. Hughes, Jr.  
P.O. Box 2567  
Greenville, South Carolina 29601

Delivery Address:  
Paramount Locations, LLC  
Robert E. Hughes, Jr.  
1 North Main Street, Suite 902  
Greenville, South Carolina 29601  
Telephone: (864) 233-2580

**2.0 PURPOSE**

- 2.1 DMH, as successor to South Carolina Mental Health Commission, entered into a sales agreement with Hughes Development Corporation on December 16, 2010, as amended (the “**DMH Purchase Agreement**”), to sell or otherwise convey the Bull Street Property, as defined herein, to Hughes Development Corporation for the development of a tract of land approximately 183.79 acres, more or less, and more fully described as the South Carolina

Department of Mental Health Bull Street Campus as shown on a plat prepared for South Carolina Department of Mental Health dated December 2, 2008, by Cox and Dinkins Engineers and Surveyors and containing three parcels: a Portion of 11501-01-01 containing 181.14 acres, a Parcel "X" containing 2.59 acres, and a Parcel "Y" containing 0.06 acres; such property to be conveyed collectively referred to herein as (the "**Bull Street Property**").

2.2 Hughes Development Corporation assigned the right to purchase the Bull Street Property to BSD by that certain Assignment and Assumption of Sale and Purchase Agreement dated June 16, 2014.

2.2.1 BSD and the City of Columbia entered into the Bull Street Development Agreement on July 31, 2013 (the "**BSDA**") which serves to provide the details as to the development agreement that exists between BSD and the Licensee, and identifies each parties' roles and responsibilities as it relates to the development of the 181 acres of Bull Street Property incorporated into the master development of the Bull Street Property.

2.3 BSD and Dominion Energy have entered into that certain Master Development and Utility Agreement with an Effective Date of November 14, 2017 (the "**MDA**") which requires upon the satisfaction of certain conditions precedent, among other things, as follows: (i) BSD, or DMH at the direction of BSD, and now Paramount by virtue of its ownership of certain portions of the Bull Street Property, conveying certain easements and rights-of-way over certain real property in or adjacent to the Bull Street Property (collectively the "**Dominion Energy Easements**"); (ii) BSD improving and conveying certain real property located in the Bull Street Property to Dominion Energy for the construction of a new substation (the "**New Substation Site**"); and (iii) BSD relocating certain existing underground utility improvements currently owned and in use by Licensee to new locations on the Bull Street Property to accommodate the Dominion Energy Easements and the New Substation Site (all requirements being collectively referred to as (the "**New Substation Transaction**") in the MDA.)

2.3.1 Nothing in this License Agreement alters the responsibilities of the Company nor the Licensee's rights as they pertain to work within the City's rights of way or as to parcels located on or outside the Bull Street Property not subject to this License Agreement.

2.4 BSD is a party to this License Agreement to ensure its enforceability since it continues to own that real property upon which the New Substation Site and a portion of the Dominion

Energy Easements are located. Notwithstanding, BSD shall have no obligation or right to enforce the terms and conditions of this License Agreement, and such right is vested entirely in Dominion Energy. Until the New Substation Site and the Dominion Energy Easements are conveyed to Dominion Energy, BSD agrees that Dominion Energy shall have every right and power that BSD may have by virtue of its ownership of portions of the New Substation Site to enforce the terms and conditions of this License Agreement. BSD assumes no liabilities or obligations of Dominion Energy by being a party to this License Agreement.

Paramount is a party to this License Agreement to ensure its enforceability since it continues to own that real property upon which certain of the Dominion Energy Easements are located. Notwithstanding, Paramount shall have no obligation or right to enforce the terms and conditions of this License Agreement, and such right is vested entirely in Dominion Energy. Until the New Substation Site and all Dominion Energy Easements are conveyed to Dominion Energy, Paramount agrees that Dominion Energy shall have every right and power that Paramount may have by virtue of its ownership of portions of the Dominion Energy Easements to enforce the terms and conditions of this License Agreement. Paramount assumes no liabilities or obligations of Dominion Energy by being a party to this License Agreement.

- 2.5** Licensee acknowledges that pursuant to the New Substation Transaction the following: (i) the Company currently already owns certain valid and enforceable Dominion Energy Easements located on or adjacent to the Bull Street Property that have been granted to Dominion Energy by BSD, DMH and third parties as identified in Sections 2.5.1 – 2.5.6 herein; that BSD is contractually obligated to convey the New Substation Site to Dominion Energy; and that BSD and Paramount are contractually obligated to convey additional Dominion Energy Easements to Dominion Energy as identified in Sections 2.5.7 – 2.5.11 herein.

Licensee further acknowledges that pursuant to **Section 2.5.2** of the MDA titled “Preservation of Rights for Dominion Energy”, BSD, DMH, and now Paramount are not allowed to convey or transfer any interest, or otherwise encumber, any portion of the real property within the Bull Street Property upon which the New Substation Site is to be located, or any of the Dominion Energy Easements locations without preserving Dominion Energy’s

easement rights on such real property through the recordation of an easement in the form(s) attached the MDA, or an equal reservation of such rights set forth in such easement forms in the applicable conveyance document; (ii) that pursuant to **Section 2.14** of the MDA titled "Use of Transmission Easements", the New Electric Transmission Easements and Remaining Expanded Transmission Easements may generally be used by BSD subject and pursuant to the guidelines set forth in **Exhibit N** titled "Electric Transmission Right-of-Way Guidelines" to the MDA, which require that any other use in an Dominion Energy Transmission Easement be approved by Dominion Energy's License process, and that the Transmission Easements may not be encumbered in any way but by a License Agreement approved by Dominion Energy; (iii) that pursuant to **Section 12.2(c)** of the MDA, BSD, and now Paramount, will not after the Effective Date of the MDA or prior to the closing on New Substation Site Transaction and the conveyances to Dominion Energy contemplated therein, convey any interest in and to any portion of the Bull Street Property that would prohibit or otherwise encumber the contemplated transfer of the New Substation Site and the Dominion Energy Easements to Dominion Energy, or in any way limit, prohibit, or otherwise restrict Dominion Energy's intended uses of the New Substation Site and the Dominion Energy Easements; and (iv) that pursuant to **Exhibit B-1, Section 3.1.** of the MDA, unencumbered right-of-way and access shall be provided to Dominion Energy for the transmission line(s) entering the New Substation Site, and that once the transmission line(s) have been installed, filling shall not raise the area under the transmission line(s), minimum ground clearances must be maintained, Dominion Energy must approve any use of the transmission line(s) right-of-way prior to such use, and that construction cranes or other tall equipment shall be restricted from operating within twenty (20') feet of the transmission line(s).

Licensee further acknowledges that the terms of the MDA require that BSD, DMH, and third parties have granted to Company, and Company has recorded (unless noted otherwise) the following Dominion Energy Easements as part of the New Substation Transaction:

**2.5.1** Dominion Energy Existing Transmission Easements (Subject to Future Release) granted to Dominion Energy by DMH dated December 21, 2017;

**2.5.2** Dominion Energy Remaining Expanded Transmission Easements granted to Dominion Energy by DMH dated December 21, 2017;

**2.5.3** Dominion Energy Remaining Expanded Transmission Easements granted to Dominion Energy by Tellus Delaware, LLC and Bull Street Medical, LLC dated December 21, 2017;

**2.5.4** Dominion Energy Remaining Expanded Transmission Easement granted to Dominion Energy by The University of South Carolina Development Foundation to Dominion Energy dated August 27, 2018;

**2.5.5** Dominion Energy Temporary Transmission Easement (Subject to Future Release) granted to Dominion Energy by DMH on June 29, 2018; and

**2.5.6** Dominion Energy Temporary Transmission Easement (Subject to Future Release) granted by Dominion Energy by Downtown Church, Inc. on August 22, 2018 (not recorded). The Company, BSD, and Paramount have negotiated the form and locations of additional Dominion Energy Easements, which will be executed and delivered to the Company for recording at the closing of the New Substation Transaction, and these Dominion Energy Easements includes the following:

**2.5.7** Dominion Energy Access Easement and Right of Way Agreement to be granted to Dominion Energy by Paramount;

**2.5.8** Dominion Energy Relocated Gas Line Easement to be granted to Dominion Energy by BSD;

**2.5.9** Dominion Energy Gas Line Easement to be granted to Dominion Energy by Paramount;

**2.5.10** Dominion Energy New Transmission Easement to be granted to Dominion Energy by Paramount; and

**2.5.11** Dominion Energy New Electric Transmission Easement to be granted to Dominion Energy by Paramount.

**2.6** BSD was required by the terms of the MDA to relocate certain existing underground utilities owned and operated by the Licensee to permit the construction of the New Substation. BSD has relocated the necessary Licensee utilities; however, certain of the relocated and existing Licensee underground utilities are located within and conflict with the Dominion Energy Easements. The Licensee has requested licenses for certain activities upon a portion of the Bull Street Property encumbered by the Dominion Energy Easements as described in Section 3.0 herein. The areas over which Licensee is granted the licenses shall be referred to as the

“License Areas.” The locations of License Areas are as shown on the site plan attached hereto and incorporated herein as Exhibit A prepared for Bull Street Development, LLC by Davis & Floyd. Licensee’s relocated utilities and improvements shall be located as demonstrated on Exhibit A.

### 3.0 DESCRIPTION OF USE OF LICENSE AREAS

- 3.1 Subject to the terms and conditions set forth herein, and in recognition of Licensee’s ownership of parcels and rights of way on and over the Bull Street Property, including future rights for additional rights of way, Dominion Energy grants to Licensee the licenses as described in this License Agreement over the License Areas described herein for the purposes set forth herein, and as shown on the Exhibits referenced herein. Any attached drawings depicting the Dominion Energy Easements or New Substation Site are for illustrative purposes only for this License Agreement and may not be relied upon for the exact location or description of the Dominion Energy Easements or New Substation Site. Upon the installation of the improvements in the License Areas by Licensee, BSD, or Paramount at their cost, will provide Company with “as-built” drawings verifying compliance with this License Agreement.
- 3.1.1. **15” PVC for Sanitary Sewer Line.** (Running parallel to Calhoun Street). The Licensee is granted a license for the installation, replacement and use of that certain 15” PVC, or other suitable material, for a Sanitary Sewer Line which encroaches into the following Dominion Energy Easements:
- (i) Dominion Energy New Transmission Easement to be granted to Dominion Energy by Paramount, as shown on **Exhibit B** attached hereto;
  - (ii) Dominion Energy Access Easement and Right of Way to be granted to Dominion Energy by Paramount, as shown on **Exhibit A** attached hereto; and
  - (iii) Dominion Energy Gas Line Easement Agreement to be granted to Dominion Energy by Paramount, as shown on **Exhibit A** attached hereto.
- 3.1.2. **60” RCP for Storm Drain Line.** (Running from the North to approximately the northern corner of the New Substation Site, turning and running along the northern border of the New Substation Site, turning and running along the western border of the New Substation Site,



then turning and running along the southwest border of the New Substation Site). Licensee is granted a license for the installation, replacement and use of that 60" RCP, or other suitable material, for a Storm Drain Line which encroaches into the following Dominion Energy Easements:

- (i) Dominion Energy New Transmission Easement to be granted to Dominion Energy by Paramount, as shown on **Exhibit B** attached hereto;
- (ii) Dominion Energy New Distribution Easement to be granted to Dominion Energy by Paramount, as shown on **Exhibit C** attached hereto;
- (iii) Dominion Energy Remaining Expanded Transmission Easements granted to Dominion Energy by DMH on December 21, 2017, as shown on **Exhibit D** attached hereto;
- (iv) Dominion Energy Existing Transmission Easements (Subject to Future Release) granted to Dominion Energy by DMH on December 21, 2017, as shown on **Exhibit E** attached hereto;
- (v) Dominion Energy Temporary Transmission Easement (Subject to Future Release) granted to Dominion Energy by DMH on June 29, 2018, as shown on **Exhibit F** attached hereto;
- (vi) Dominion Energy Temporary Transmission Easement (Subject to Future Release) granted by Dominion Energy by Downtown Church, Inc. on August 22, 2018, as shown on **Exhibit G** attached hereto;
- (vii) Dominion Energy Access Easement and Right of Way Agreement to be granted to Dominion Energy by Paramount, as shown on **Exhibit A** attached hereto; and
- (viii) Dominion Energy Gas Line Easement to be granted to Dominion Energy by Paramount, as shown on **Exhibit A** attached hereto.

**3.1.3. 16" DIP for Sanitary Sewer Line.** (Running North to South along the eastern property line of the New Substation Site). The Company will be granted co-exclusive perpetual easement by BSD for Company's Relocated Gas Line Easement over a portion of the property where the 16" DIP sanitary sewer line will be located. BSD shall grant to Dominion Energy the Relocated Gas Line Easement in that location shown on **Exhibit A** attached hereto. BSD shall also grant to the Licensee a co-exclusive perpetual easement variable in width the over a portion of the Bull Street Property for the installation of a portion but not all of the 16"

DIP sanitary sewer line (the “**Sanitary Sewer Easement**”). The Sanitary Sewer Easement shall include that portion of the Bull Street Property which includes the Relocated Gas Line Easement to be granted to the Company. The Licensee agrees that it will not install any improvements or utilities within the Relocated Gas Line Easement. Likewise, the Company agrees that it shall not install any improvements or utilities in that portion of the Bull Street Property encumbered by the Sanitary Sewer Easement located outside of the Relocated Gas Line Easement. For purposes of clarity, the Sanitary Sewer Easement shall not include any portion of the Bull Street Property already encumbered by the Dominion Energy Easements. The location of the Sanitary Sewer Easement is shown on **Exhibit A** attached hereto.

For that portion of the 16” DIP sanitary sewer line which is not included in the Sanitary Sewer Easement and which crosses the Dominion Energy Easements, the Licensee is granted a license for the installation, replacement and use of that 16” DIP, or other suitable material, for a Sanitary Sewer Line which encroaches into the following Dominion Energy Easements:

- (i) Dominion Energy Remaining Expanded Transmission Easements granted to Dominion Energy by DMH on December 21, 2017, as shown on **Exhibit D** attached hereto; and
- (ii) Dominion Energy Temporary Transmission Easement (Subject to Future Release) granted to Dominion Energy by DMH on June 29, 2018, as shown on **Exhibit F** attached hereto.

To the extent the Licensee replaces the improvements or changes the types of materials to be used for those improvements permitted in Sections 3.1.1, 3.1.2 and 3.1.3, or any other improvements permitted by this License Agreement, Licensee shall first submit the plans for any such replacements or change in materials to Company for review and approval. The purpose for the approval is to ensure that the replacements or the change in materials will not cause Company to be in violation of any applicable regulation or code provision, create a potential for negative impact on the utilities and improvements of Company, or that the change in materials will not be of a conductive nature that might present a safety issue.

In addition to any other notice requirements set forth in this License Agreement, prior to any disruption, digging or removal of the soils for any purpose, or for the purpose of accessing the buried sanitary sewer line in that part of the 16” DIP Sanitary Sewer Line adjacent to the New Substation Site to be constructed by Company and running parallel to the right of way

of Calhoun Street, Licensee shall provide Company prior written notice such that Company may review and approve the construction plans and construction methods to ensure the safety and non-disturbance of the foundation of the new transmission pole to be constructed by Company in the southeastern corner of the New Substation Site

**3.1.4** In addition to the additional terms and conditions as set forth in this License Agreement, the Company grants these licenses subject to the following conditions:

- (i) Subject to the rights of the Licensee granted in this License Agreement, and the limitations set forth herein, the rights of Company under the MDA referenced in Sections 2.3, 2.5 and 2.6 herein, and the rights of Company in and to the Dominion Energy Easements and the New Substation Site shall all have priority over the licenses granted to the Licensee by Company for any of the above-referenced improvements.
- (ii) Dominion Energy shall not be required to remove or relocate any of its improvements located now or in the future in the Dominion Energy Easements on the Bull Street Property or the New Substation Site;
- (iii) Dominion Energy shall have the right to make changes, alterations and to add additional facilities in the Dominion Energy Easements and New Substation Site in the future;
- (iv) the parties agree to work together to schedule any required construction or other activities in the Dominion Energy Easements or New Substation Site to ensure the continued operations of each party's facilities without interruption or damage; and
- (v) Dominion Energy by entering into this License Agreement for the benefit of Licensee does not waive and reserves all rights granted to it by BSD under the terms of the MDA and the exhibits attached thereto, a copy of which has been provided to Licensee.
- (vi) the parties agree to work together to establish a protocol to obtain access to the Licensee utilities in the event of an emergency that requires immediate response. Notwithstanding, the Licensee shall not have access to the New Substation Site or the Gas Regulating Station. Emergency access can be arranged by calling the numbers set forth in Sections 1.1 and 1.2 herein.

#### **4.0 SPECIAL CONDITIONS:**

- 4.1** The Effective Date of this License Agreement is the last signature date hereon.
- 4.2** The Licensee will give a copy of the License Agreement to the person or persons performing any work on its behalf in the Dominion Energy Easements. The supervisor or person in charge, designated by the Licensee, shall be responsible for assuring that all persons performing the work are knowledgeable concerning the conditions of this License Agreement before beginning the work.
- 4.3** The Licensee or its representative will notify and obtain approval from the Company immediately upon discovery and before any necessary deviation(s) from the License Agreement and upon completion of the project for inspection of the Dominion Energy Easements.
- 4.4.** Work will be performed during normal business hours (Monday through Friday, 8 a.m. to 5 p.m.) except for emergency repair work after notice by calling the number for emergencies set forth in Sections 1.1 and 1.2 herein, or unless otherwise agreed upon to minimize inconveniences to the public or impacted businesses/stakeholders.

#### **5.0 GENERAL CONDITIONS**

- 5.1** The Company will not be responsible for any personal injury or property damage incurred by the Licensee, or Licensee's improvements in the License Areas, including but not limited to when maintaining, operating, or altering existing facilities of the Company or constructing new facilities of Company in the Dominion Energy Easements, except such as may be caused by the gross negligence of the Company or its employees or contractors.
- 5.2** The Company grants the Licensee permission to utilize the Dominion Energy Easements only at the locations specified for the installation, maintenance, and operation of any improvements in the License Areas permitted by this License Agreement.
- 5.3** No buildings, structures, or obstructions will be installed in the Dominion Energy Easements except as specifically provided by this License Agreement.
- 5.4** No stockpiling of materials in the Dominion Energy Easements will be allowed.
- 5.5** No blasting will be permitted in the Dominion Energy Easements.
- 5.6** Only mobile equipment which is of a transitory and operative nature (no mobile homes/offices/trailers/etc.) will be permitted to park in the Dominion Energy Easements.

- 5.7. Manholes, valves, meters, and fireplugs, will not be installed in the Dominion Energy Easements, except as specifically permitted by this License Agreement.
- 5.8. Signs, street lights, trees, fences, pedestals, etc., will not be installed in the Dominion Energy Easements, except as specifically permitted by this License Agreement. Streets, roads, driveways shall not be permitted in the Dominion Energy Easements unless specifically agreed to by Company. The location of any sewer lines, water lines, or any other underground facilities of Licensee in the Dominion Energy Easements must be located in those locations shown on the Exhibits to this License Agreement.
- 5.9 Intentionally Omitted**
- 5.10 No soil is to be permanently added to or removed from the Dominion Energy Easements, except for the installation of the permitted improvements in the License Areas. Any soil deposited on the right-of-way will be leveled or removed by the Licensee, and the Dominion Energy Easements will be left in its original or better condition with original contours restored unless otherwise approved by the Company.
- 5.11 To the extent Licensee intends to disturb any soil or the surface within any of the Dominion Energy Easements, or in close proximity to the boundary of the New Substation Site, and such disturbance shall be in close proximity to the utilities, structures or facilities of Company, if reasonably determined to be necessary by the Company, the Licensee shall cause to be install barriers around any Company utilities, structures or facilities for safety purposes and to prevent any damage to such utilities, structures or facilities.
- 5.12 Company may assign, in its sole discretion, its rights and obligations under this License Agreement. Licensee may assign its rights and obligations under this License Agreement with the written consent of Company which will not be unreasonably withheld.
- 5.13 Any document evidencing such assignment or sale of any of Licensee's interests subject to this License Agreement shall contain the following language:
- "This (Assignment/Sale) is made subject to all the terms and conditions set forth in the License Agreement granted by Dominion Energy South Carolina, Inc. to the City of Columbia, South Carolina, dated \_\_\_\_\_, which is on record with Dominion Energy South Carolina, Inc. Assignee/Purchaser assumes all the obligations of the City of Columbia under the License Agreement."

## **6.0 COMPANY ELECTRIC AND GAS CONDITIONS**

- 6.1** The Company must be notified through the South Carolina Palmetto Utilities Protection Service (PUPS), or its equivalent organization at 1-(888) 721-7877 or “811”, within the timeframe provided by law before starting any work in the Dominion Energy Easements except in cases of emergency. In cases of emergency Licensee shall give Company as much advance notice as is possible by calling the emergency notification number in Section 1.1 herein.
- 6.2** Unless specifically permitted by this License Agreement or with the prior written consent of Company, additional conditions as it pertains to any assets covered by this License Agreement are as follows:
- a.** No digging or excavating within twenty-five (25’) feet of any Dominion Energy structure, guy, fence, grounding systems, anchor or other appurtenance
  - b.** No filling or berms in the Dominion Energy Easements which would reduce the conductor-to-ground clearance.
  - c.** No crane, derrick, dragline, etc. will be operated within twenty (20’) feet of any conductor
  - d.** No lights, poles, fences, etc. will be installed in the Dominion Energy Easements.
  - e.** No trees and shrubs are permitted in the Dominion Energy Easements.
  - f.** No water will be backed within fifteen (15’) feet of any structure, guy, anchor or other appurtenance.
  - g.** No parking is permitted in the Dominion Energy Easements.
- 6.3** The Company reserves the right to have a representative present during any work performed in the Dominion Energy Easements. In cases where the Company requires the Licensee’s work to be witnessed, the Licensee and Company will mutually establish a schedule for the work to occur.
- 6.4** Omitted.
- 6.5** Any fence and gate installations in the Dominion Energy Easements by Licensee must have Company’s approval, in advance, as to location and size. Any gates installed that restrict access to the Dominion Energy Easements or which cross the Dominion Energy Easements in any fashion must be at least sixteen (16’) feet wide and remain unlocked or include a Company lock.

- 6.6 At no time shall Licensee or anyone acting on Licensee's behalf move, modify, destroy, or in any way alter any Dominion Energy Easements markers or monuments currently installed, or which shall be installed in the future by the Company in, on, or near the Dominion Energy Easements or New Substation Site.

## 7.0 AGREEMENT

- 7.1 **FOR AND IN CONSIDERATION OF** the sum of One (\$1.00) Dollar to be paid at and before the signing and sealing of these presents, the receipt of which is hereby acknowledged by the Company, subject to the herein stated terms and conditions, the Company grants unto the Licensee, the licenses and privileges to utilize the Dominion Energy Easements as described in Section 3 of this License Agreement. Notwithstanding that this is a license, the license shall be deemed irrevocable.
- 7.2 It is understood and agreed that all permission herein granted is granted only insofar as the Company has the right to do so, and the Company makes no representation or warranty of title, and does not propose to grant any rights that might impair the right of the owner of the servient tenement, lessor thereof, or any other person who may have rights in the property on which the Dominion Energy Easements exists.
- 7.3 The Company, in granting the licenses, does not in any way propose to diminish or restrict the authority of State and Federal agencies to require changes or improvements in the Company facilities herein affected or to require changes or improvements in the Dominion Energy Easements or New Substation Site, including, but not limited to the License Areas, and Company specifically reserves the right to modify the Dominion Energy Easements including, but not limited to, the License Areas, as necessary to comply with all such State and Federal codes, regulations, or other rules which may be enacted in the future.
- 7.4 It is understood and agreed that the Company, in granting these licenses, shall not relinquish any of its rights not modified herein as granted by the Dominion Energy Easements and the MDA.
- 7.4.1 It is understood and agreed that the Licensee is not relinquishing any of its rights not modified herein as granted by the BSDA, specifically Section XIX(B)(14) pertaining to utility improvements/easements.
- 7.5 Intentionally Omitted.

- 7.6 The Licensee agrees to notify the Company's offices identified in Section 1.1 above before any work is performed in the Licensed Areas and will keep Company apprised of all conditions while working in the Dominion Energy Easements.
- 7.7 The Licensee agrees that it is aware of the existence of electric lines and gas lines in the Dominion Energy Easements or New Substation Site and before performing or before having performed any work in the Dominion Energy Easements, that it will inform any persons performing the work for the Licensee the exact location of the existence of such lines. Licensee agrees to maintain a clearance between its improvements and the electric and gas lines equal to or greater than that specified in this License Agreement.
- 7.8 The Licensee agrees that any improvements in the License Areas as provided for in this License Agreement will be constructed and maintained in a good, workmanlike manner and in such a way as not to endanger the Company facilities or hinder the operating and maintenance requirements of the Company. Should any damages occur to the Company facilities as a result of Licensee's construction, maintenance, or operation of its facilities, the Licensee will promptly pay the Company for said damages upon presentation of an itemized bill from the Company. Likewise, should any damage occur to the Licensee improvements located within the License Areas as a result of the Company's direct or intentional actions during Company's construction, maintenance or operations within the Dominion Energy Easements, the Company will promptly pay the Licensee for said damages upon presentation of an itemized bill from the Licensee.
- 7.9 The Licensee, its agents, contractors, subcontractors or other invitees will clean up and remove all rubbish or debris deposited in the Dominion Energy Easements which might affect the Company's use of the Dominion Energy Easements or New Substation Site as a result of the licenses authorized by this License Agreement and will restore the Dominion Energy Easements to as nearly the same condition as before the construction.
- 7.10 If any relocation or replacement of any portion of the Company's above or below ground electric lines or gas lines, their appurtenances or associated facilities **at the request of Licensee**, will only be for the benefit of the Licensee and its operations, and not required by the Company's needs, and only in response to a request by the Licensee, the Company may, in its sole discretion, make such relocation or replacement and the Licensee shall pay the



costs of said relocation or replacement. The Company will be under no obligation to make any such requested relocation or replacement.

- 7.11** Except as specifically stated herein, the Licensee agrees that there shall be no drilling, boring, excavating, grading or related activities near electric lines and gas lines and the existing earth contour shall not be reduced or increased.
- 7.12** With the exception of any pavement in the roadway constructed in the Access Easement and Right of Way, if any portions of the Dominion Energy Easements are paved as permitted in accordance with terms and provisions set forth in this License Agreement, the Company shall not be held responsible for damages to or replacement of said pavement while it is maintaining, operating, altering, replacing or installing additions to any Licensee improvements in the Dominion Energy Easements or New Substation Site.
- 7.13** In the event that any of the provisions of this License Agreement or the Dominion Energy Easements are violated by the Licensee or its agents and satisfactory arrangements for the correction of said violations are not made within ninety (90) days after notification in regards to the Dominion Energy Easements, the Company, at its discretion, may have the corrections made and bill the Licensee for the cost thereof, which the Licensee shall pay to Company. Notwithstanding, in the event of an emergency which threatens life or property, or which prevents the Company from providing its utility services, the Company can make immediate corrections but only to the extent necessary to abate the emergency. In such event, the Company will give Licensee as much advance notice as is possible by calling the emergency contact number in Section 1.2 herein.
- 7.14** The terms "work" and "performance of the work" includes the construction of any improvements in the License Areas and the presence, maintenance, use and operation thereof and all activities associated therewith done or caused by the Licensee, its agents, contractors, subcontractors, licensees, or assignees.
- 7.15** If, at some future date, Company determines (i) that the improvements in the License Areas permitted herein interfere with the maintenance, operation, alteration, or addition of facilities as authorized by the Dominion Energy Easements, or (ii) State or Federal agencies require changes or improvements of the Company facilities or require changes or improvements in the Dominion Energy Easements necessary to comply with all State and Federal codes, regulations, or other rules which may be enacted in the future, then in either event, Company,

Licensee, BSD and Paramount, or their successors and assigns, agree to work together and in good faith to find a solution for the Licensee improvement(s) to be altered or relocated, including a fair and reasonable allocation of the costs between the Company and the Licensee so long as "fair and reasonable" shall not be construed as either entity paying less than 40% of the total cost of the relocation.

**7.16** This License Agreement shall be executed in four (4) identical originals.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_


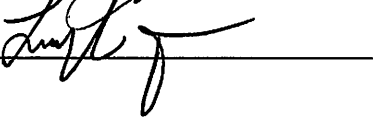
**DOMINION ENERGY SOUTH CAROLINA, INC.**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESSES:

**CITY OF COLUMBIA**

BY: 

Teresa B. Wilson

TITLE: City Manager

DATE: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**BULLSTREET DEVELOPMENT, LLC**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**PARAMOUNT LOCATIONS, LLC**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

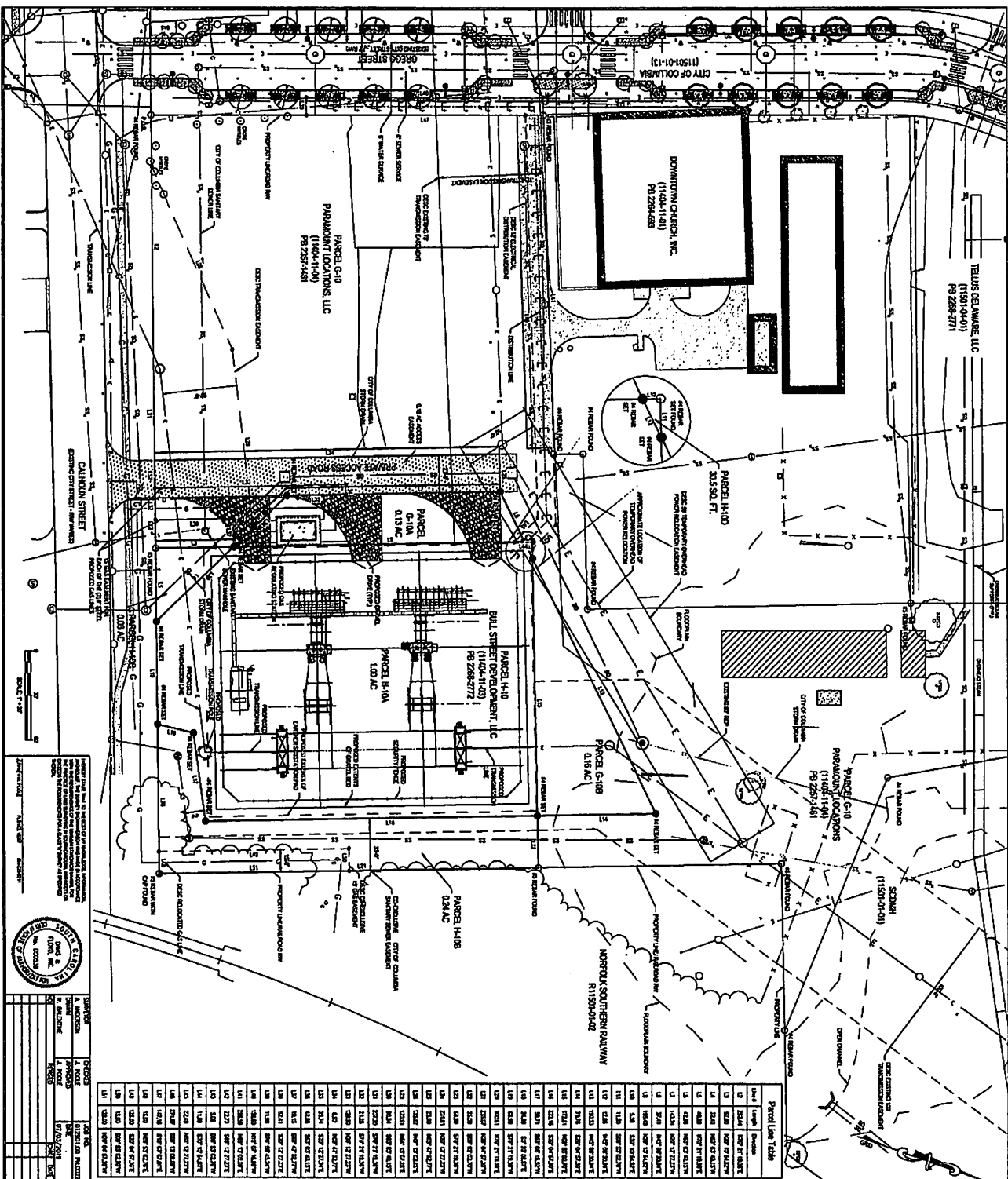
DATE: \_\_\_\_\_

APPROVED AS TO FORM



Legal Department City of Columbia, SC

**EXHIBIT A**  
**PLAN PREPARED FOR BULL STREET DEVELOPMENT, LLC BY DAVIS & FLOYD**  
**DEMONSTRATING THE LICENSE AREAS OF LICENSEE**



THE CITY OF COLUMBIA HAS REVIEWED THIS PLAN AND FINDS IT CONFORMS WITH THE CITY ZONING ORDINANCE AND THE CITY ENGINEERING DEPARTMENT HAS REVIEWED THIS PLAN AND FINDS IT CONFORMS WITH THE CITY ENGINEERING DEPARTMENT REQUIREMENTS. THE CITY ENGINEERING DEPARTMENT HAS REVIEWED THIS PLAN AND FINDS IT CONFORMS WITH THE CITY ENGINEERING DEPARTMENT REQUIREMENTS. THE CITY ENGINEERING DEPARTMENT HAS REVIEWED THIS PLAN AND FINDS IT CONFORMS WITH THE CITY ENGINEERING DEPARTMENT REQUIREMENTS.

Parcel	Area (Ac)	Owner
Parcel G-10A	0.13 AC	PROUDMAN DEVELOPMENT, LLC (11504-1140) PB 2557-461
Parcel H-10A	1.00 AC	BULL STREET DEVELOPMENT, LLC (11504-1142) PB 2557-472
Parcel H-10B	0.24 AC	
Parcel H-10C	0.18 AC	
Parcel H-10D	307.50 AC	
Parcel H-10E	0.18 AC	

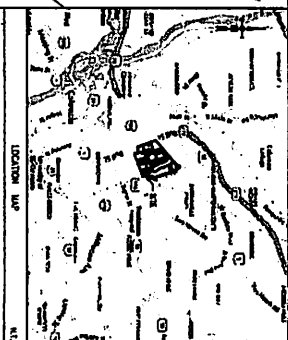
**EXHIBIT A**  
 PREPARED FOR  
**BULL STREET DEVELOPMENT, LLC**  
 LOCATED IN  
 CITY OF COLUMBIA  
 RICHLAND COUNTY, SOUTH CAROLINA  
 BY  
**DAVIS & FLOYD**  
 SINCE 1934

**LEGEND**

- X — X — PROPOSED RECORD FENCE
- S — S — PROPOSED SHARED DRIVE LINE
- O — O — PROPOSED DRIVE LINE
- C — C — EXISTING DRIVE LINE
- D — D — EXISTING DRIVE LINE
- E — E — EXISTING DRIVE LINE
- F — F — EXISTING DRIVE LINE
- G — G — EXISTING DRIVE LINE
- H — H — EXISTING DRIVE LINE
- I — I — EXISTING DRIVE LINE
- J — J — EXISTING DRIVE LINE
- K — K — EXISTING DRIVE LINE
- L — L — EXISTING DRIVE LINE
- M — M — EXISTING DRIVE LINE
- N — N — EXISTING DRIVE LINE
- O — O — EXISTING DRIVE LINE
- P — P — EXISTING DRIVE LINE
- Q — Q — EXISTING DRIVE LINE
- R — R — EXISTING DRIVE LINE
- S — S — EXISTING DRIVE LINE
- T — T — EXISTING DRIVE LINE
- U — U — EXISTING DRIVE LINE
- V — V — EXISTING DRIVE LINE
- W — W — EXISTING DRIVE LINE
- X — X — EXISTING DRIVE LINE
- Y — Y — EXISTING DRIVE LINE
- Z — Z — EXISTING DRIVE LINE

**Parcel Line Table**

Line	Length	Bearing
1	12.51	S 87° 15' 00" E
2	12.51	S 87° 15' 00" E
3	12.51	S 87° 15' 00" E
4	12.51	S 87° 15' 00" E
5	12.51	S 87° 15' 00" E
6	12.51	S 87° 15' 00" E
7	12.51	S 87° 15' 00" E
8	12.51	S 87° 15' 00" E
9	12.51	S 87° 15' 00" E
10	12.51	S 87° 15' 00" E
11	12.51	S 87° 15' 00" E
12	12.51	S 87° 15' 00" E
13	12.51	S 87° 15' 00" E
14	12.51	S 87° 15' 00" E
15	12.51	S 87° 15' 00" E
16	12.51	S 87° 15' 00" E
17	12.51	S 87° 15' 00" E
18	12.51	S 87° 15' 00" E
19	12.51	S 87° 15' 00" E
20	12.51	S 87° 15' 00" E
21	12.51	S 87° 15' 00" E
22	12.51	S 87° 15' 00" E
23	12.51	S 87° 15' 00" E
24	12.51	S 87° 15' 00" E
25	12.51	S 87° 15' 00" E
26	12.51	S 87° 15' 00" E
27	12.51	S 87° 15' 00" E
28	12.51	S 87° 15' 00" E
29	12.51	S 87° 15' 00" E
30	12.51	S 87° 15' 00" E
31	12.51	S 87° 15' 00" E
32	12.51	S 87° 15' 00" E
33	12.51	S 87° 15' 00" E
34	12.51	S 87° 15' 00" E
35	12.51	S 87° 15' 00" E
36	12.51	S 87° 15' 00" E
37	12.51	S 87° 15' 00" E
38	12.51	S 87° 15' 00" E
39	12.51	S 87° 15' 00" E
40	12.51	S 87° 15' 00" E
41	12.51	S 87° 15' 00" E
42	12.51	S 87° 15' 00" E
43	12.51	S 87° 15' 00" E
44	12.51	S 87° 15' 00" E
45	12.51	S 87° 15' 00" E
46	12.51	S 87° 15' 00" E
47	12.51	S 87° 15' 00" E
48	12.51	S 87° 15' 00" E
49	12.51	S 87° 15' 00" E
50	12.51	S 87° 15' 00" E
51	12.51	S 87° 15' 00" E
52	12.51	S 87° 15' 00" E
53	12.51	S 87° 15' 00" E
54	12.51	S 87° 15' 00" E
55	12.51	S 87° 15' 00" E
56	12.51	S 87° 15' 00" E
57	12.51	S 87° 15' 00" E
58	12.51	S 87° 15' 00" E
59	12.51	S 87° 15' 00" E
60	12.51	S 87° 15' 00" E
61	12.51	S 87° 15' 00" E
62	12.51	S 87° 15' 00" E
63	12.51	S 87° 15' 00" E
64	12.51	S 87° 15' 00" E
65	12.51	S 87° 15' 00" E
66	12.51	S 87° 15' 00" E
67	12.51	S 87° 15' 00" E
68	12.51	S 87° 15' 00" E
69	12.51	S 87° 15' 00" E
70	12.51	S 87° 15' 00" E
71	12.51	S 87° 15' 00" E
72	12.51	S 87° 15' 00" E
73	12.51	S 87° 15' 00" E
74	12.51	S 87° 15' 00" E
75	12.51	S 87° 15' 00" E
76	12.51	S 87° 15' 00" E
77	12.51	S 87° 15' 00" E
78	12.51	S 87° 15' 00" E
79	12.51	S 87° 15' 00" E
80	12.51	S 87° 15' 00" E
81	12.51	S 87° 15' 00" E
82	12.51	S 87° 15' 00" E
83	12.51	S 87° 15' 00" E
84	12.51	S 87° 15' 00" E
85	12.51	S 87° 15' 00" E
86	12.51	S 87° 15' 00" E
87	12.51	S 87° 15' 00" E
88	12.51	S 87° 15' 00" E
89	12.51	S 87° 15' 00" E
90	12.51	S 87° 15' 00" E
91	12.51	S 87° 15' 00" E
92	12.51	S 87° 15' 00" E
93	12.51	S 87° 15' 00" E
94	12.51	S 87° 15' 00" E
95	12.51	S 87° 15' 00" E
96	12.51	S 87° 15' 00" E
97	12.51	S 87° 15' 00" E
98	12.51	S 87° 15' 00" E
99	12.51	S 87° 15' 00" E
100	12.51	S 87° 15' 00" E

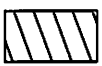
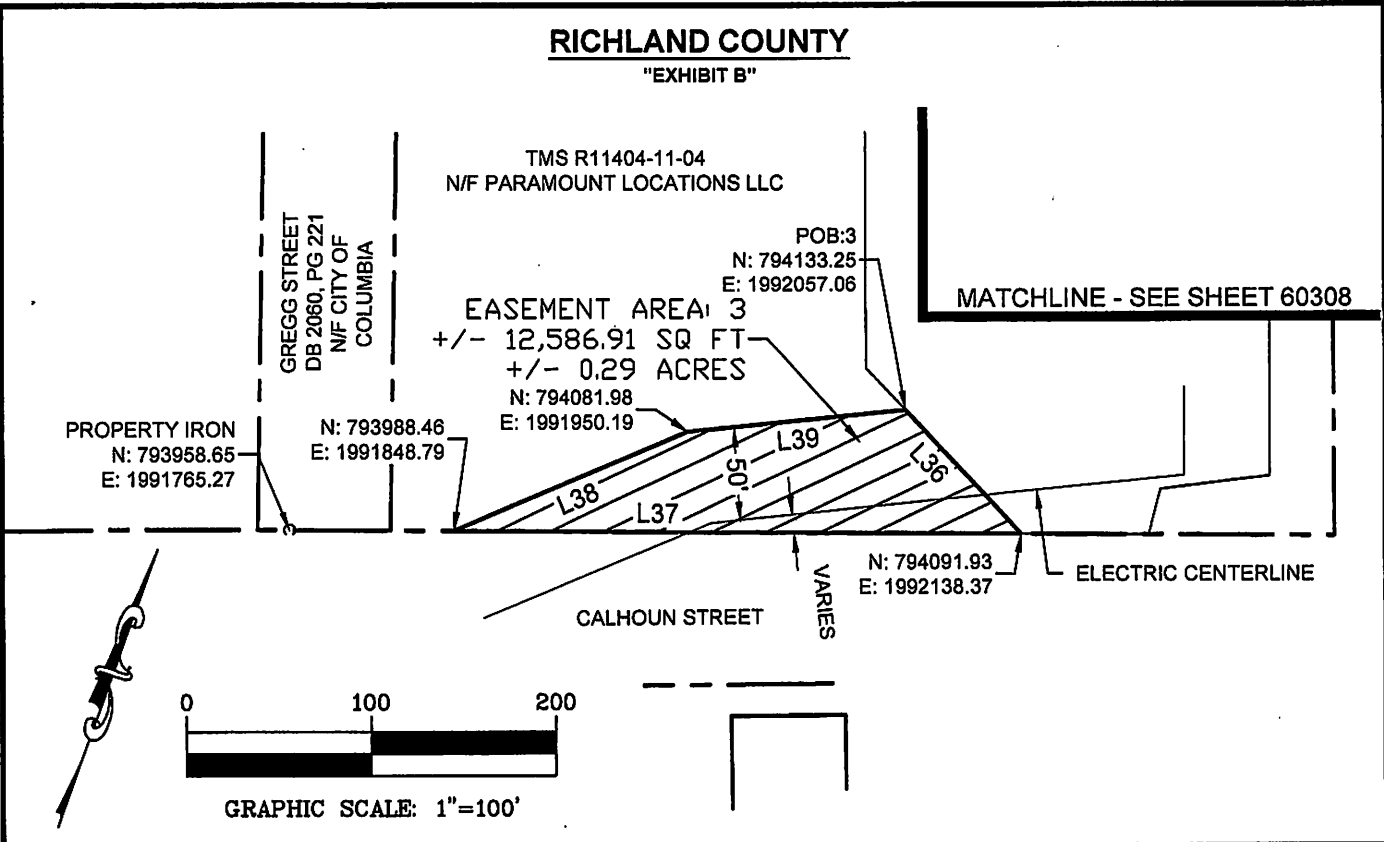


LOCATION MAP  
 N.T.S.

**EXHIBIT B**  
**DOMINION ENERGY NEW TRANSMISSION EASEMENT TO BE GRANTED TO**  
**DOMINION ENERGY BY PARAMOUNT**

**RICHLAND COUNTY**  
"EXHIBIT B"

PLAN "SAFETY" INTO EVERY JOB



INDICATES ELECTRIC  
EASEMENT AREA: 3  
+/- 12,586.91 SQ. FT. OR 0.29 ACRES

REF. DWG. 09177-21007-CP; PB-09177-60308

Line Table		
Line #	Direction	Length
L36	S63° 03' 40.15"E	91.21
L37	S70° 20' 18.60"W	307.51
L38	N47° 19' 02.15"E	137.94
L39	N64° 22' 08.59"E	118.53

**METES AND BOUNDS DESCRIPTION OF EASEMENT AREA 3:**

BEGINNING AT A POINT WHOSE NORTHING IS 794,133.25 AND WHOSE EASTING IS 1,992,057.06 ;  
THENCE BEARING S 63° 03' 40.16" E A DISTANCE OF 91.21 FEET ;  
THENCE BEARING S 70° 20' 18.60" W A DISTANCE OF 307.51 FEET ;  
THENCE BEARING N 47° 19' 2.15" E A DISTANCE OF 137.94 FEET ;  
THENCE BEARING N 64° 22' 8.59" E A DISTANCE OF 118.53 FEET TO THE POINT OF BEGINNING.

**REFERENCE:**

- 1.) PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATED DECEMBER 2, 2008 AND LAST REVISED 7-5-10.
- 2.) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF SCE&G SUBSTATION PARCEL BY DAVIS & FLOYD. DATED JULY 03, 2019.

**NOTE:**

THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD 83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

**Dominion Energy South Carolina, Inc.**

FOR: LYLES - UPTOWN 115 KV; LYLES - CALHOUN STREET SECTION  
DETAIL: CROSSING PROPERTY OF N/F PARAMOUNT LOCATIONS LLC  
TMS #R11404-11-04

DRAWN	DATE
RCH	6/27/2017
APPROVED	DATE
WKJ	8/14/2018
WLKT	8/14/2018
DRAWING NUMBER	
PROJECT	LINE NUMBER
PB - 09177 - 60303	
REVISION DATE	NUMBER
7-11-2019	6



SCALE: 1" = 100'	W.O.#	CONST	M. F. CODE	SURVEY JOB #
	R/W	183052		5275

CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION. CONFIDENTIAL AND PROPRIETARY PRODUCT OF DOMINION ENERGY SOUTH CAROLINA, INC. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSFER OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.

CAD DRAWING - DO NOT REVISE MANUALLY

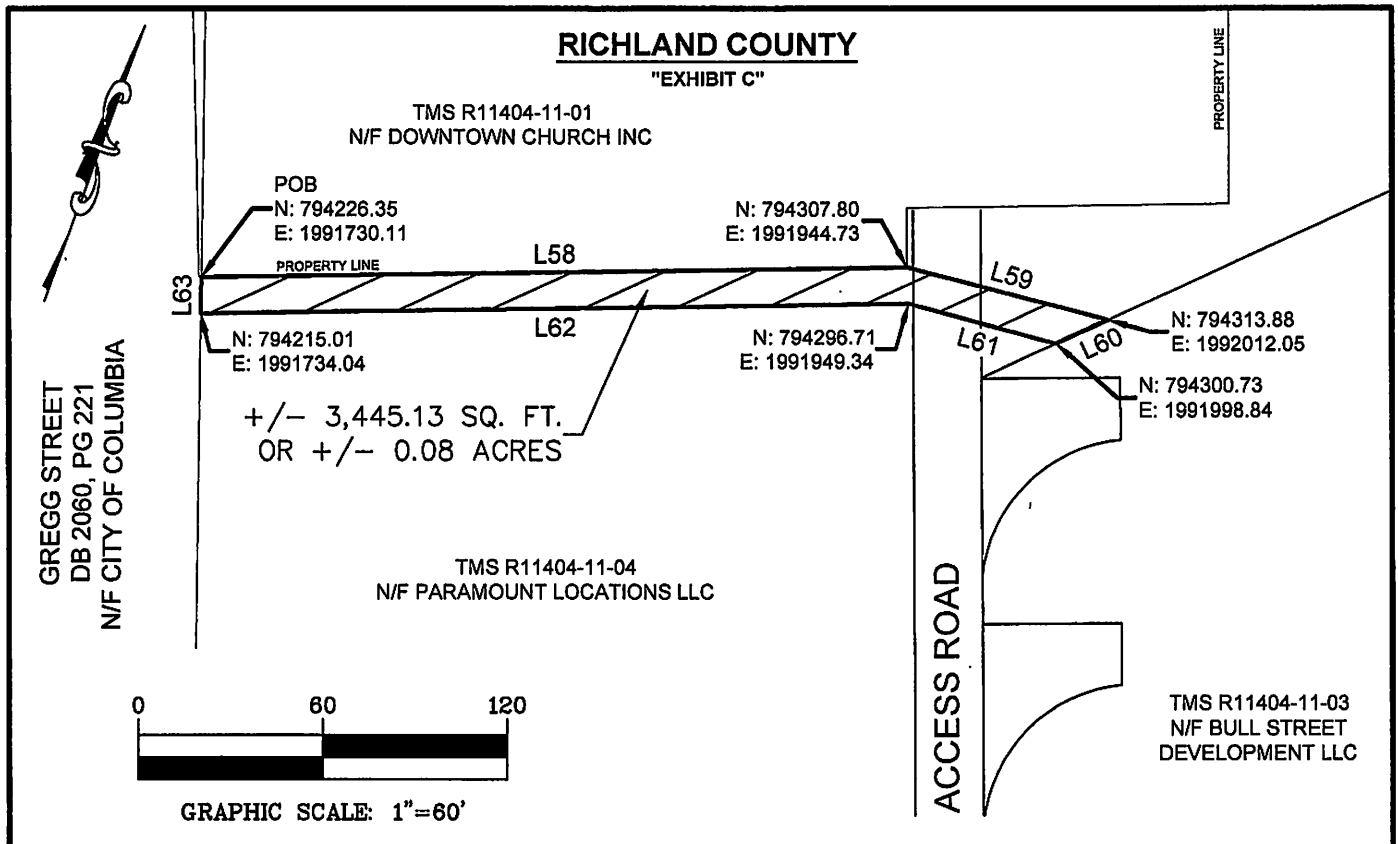
FILE: PB-09177-60303 and 60304\_REV.2\_DE.dwg

**EXHIBIT C**  
**DOMINION ENERGY NEW DISTRIBUTION EASEMENT TO BE GRANTED TO**  
**DOMINION ENERGY BY PARAMOUNT**



PLAN "SAFETY" INTO EVERY JOB

CAD DRAWING - DO NOT REVISE MANUALLY



INDICATES ELECTRIC  
EASEMENT AREA:  
+/- 3,445.13 SQ. FT. OR +/- 0.08 ACRES  
REF. DWG. 09177-21007-CP & PB-09177-60303

**METES AND BOUNDS DESCRIPTION OF EASEMENT AREA:**

BEGINNING AT A POINT WHOSE NORTHING IS 794,226.35 AND WHOSE EASTING IS 1,991,730.11 ;  
THENCE BEARING N 69° 1' 9.09" E A DISTANCE OF 229.55 FEET ;  
THENCE BEARING N 84° 50' 29.91" E A DISTANCE OF 67.60 FEET ;  
THENCE BEARING S 45° 08' 30.94" W A DISTANCE OF 18.64 FEET ;  
THENCE BEARING S 85° 21' 48.61" W A DISTANCE OF 49.66 FEET ;  
THENCE BEARING S 69° 13' 9.09" W A DISTANCE OF 230.27 FEET ;  
THENCE BEARING N 19° 7' 16.88" W A DISTANCE OF 12.01 FEET TO THE POINT OF BEGINNING.

**REFERENCE:**

- 1.) PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATED DECEMBER 2, 2008 AND LAST REVISED 7-5-10.
- 2.) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF SCE&G SUBSTATION PARCEL BY DAVIS & FLOYD. DATED JULY 03, 2019.

**NOTE:**

THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD 83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

**Dominion Energy South Carolina, Inc.**

FOR: LYLES - UPTOWN 115 KV; LYLES - CALHOUN STREET SECTION  
DETAIL: PROPERTY OF N/F PARAMOUNT LOCATIONS LLC  
TMS #R11404-11-04

DRAWN	DATE
RCH	8/23/2017
APPROVED	DATE
WLKT	7/12/2018
PB	7/13/2018

**DRAWING NUMBER**

PROJECT	LINE NUMBER	SHEET NUMBER
<b>PB - 09177 - 60306</b>		
REVISION DATE	NUMBER	
7/11/2019	11	



SCALE: 1" = 60'

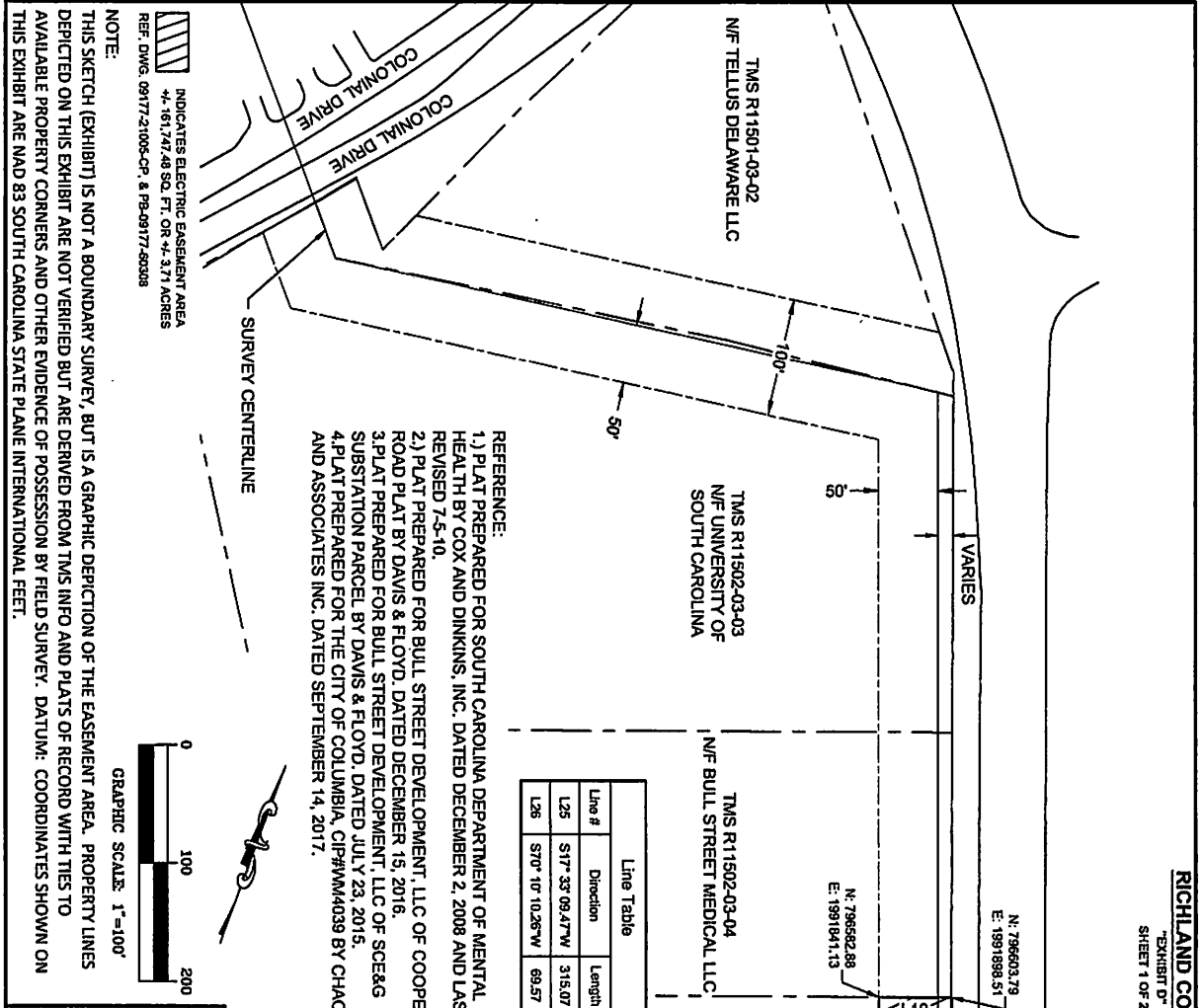
W.O. # CONST  
RW 183052

M. F. CODE SURVEY JOB #  
5275

FILE: PB-09177-60306-60313\_REV\_2\_DE.dwg

**EXHIBIT D**  
**DOMINION ENERGY REMAINING EXPANDED TRANSMISSION EASEMENTS**  
**GRANTED TO DOMINION ENERGY BY DMH ON DECEMBER 21, 2017**

**RICHLAND COUNTY**  
EXHIBIT D  
SHEET 1 OF 2



INDICATES ELECTRIC EASEMENT AREA  
+/- 161,747.48 SQ. FT. OR +/- 3.71 ACRES  
REF. DWG. 09177-21005-02 & PB-09177-60308

GRAPHIC SCALE: 1"=100'

**NOTE:**  
THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD 83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

- REFERENCE:**
- 1.) PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATED DECEMBER 2, 2008 AND LAST REVISED 7-5-10.
  - 2.) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF COOPER ROAD PLAT BY DAVIS & FLOYD, DATED DECEMBER 15, 2016.
  - 3.) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF SCERG SUBSTATION PARCEL BY DAVIS & FLOYD, DATED JULY 23, 2015.
  - 4.) PLAT PREPARED FOR THE CITY OF COLUMBIA, CIP#MM4039 BY CHAO AND ASSOCIATES INC. DATED SEPTEMBER 14, 2017.

Line #	Direction	Length
L25	S17° 33' 09.41"W	318.07
L26	S10° 10' 10.26"W	69.57

Line #	Direction	Length
L10	S20° 01' 20.45"E	90.65
L11	S17° 33' 09.41"W	51.23
L12	S20° 12' 25.57"E	31.87
L13	S69° 56' 02.53"W	3.89
L14	N20° 04' 57.30"W	79.79
L15	S45° 08' 30.94"W	106.16
L16	N20° 12' 25.57"W	30.55
L17	N17° 33' 09.41"E	889.43
L18	N20° 17' 18.52"W	1417.63
L19	N69° 56' 21.00"E	61.07
L20	N20° 01' 38.14"W	1510.63
L21	N17° 33' 09.41"E	48.64
L22	S68° 11' 32.89"W	19.98
L23	S17° 33' 09.41"W	272.37
L24	S71° 34' 32.75"E	15.00

+/- 161,747.48 SQ. FT.  
OR +/- 3.71 ACRES  
TMS R11501-01-01  
N/F SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH

DRAWING CONTINUED  
AND  
METES & BOUNDS  
PB-09177-60308

**METES AND BOUNDS DESCRIPTION OF EASEMENT AREA:**  
BEGINNING AT A POINT WHOSE NORTHING IS 794,541.65 AND WHOSE EASTING IS 1,992,154.53:  
THENCE BEARING S 20° 1' 20.45" E A DISTANCE OF 90.65 FEET;  
THENCE BEARING S 17° 33' 9.41" W A DISTANCE OF 51.23 FEET;  
THENCE BEARING S 20° 12' 25.57" E A DISTANCE OF 31.87 FEET;  
THENCE BEARING S 69° 56' 2.83" W A DISTANCE OF 3.89 FEET;  
THENCE BEARING N 20° 4' 57.30" W A DISTANCE OF 79.79 FEET;  
THENCE BEARING S 45° 8' 30.94" W A DISTANCE OF 106.16 FEET;  
THENCE BEARING N 20° 12' 25.57" W A DISTANCE OF 30.55 FEET;  
THENCE BEARING N 17° 33' 9.41" E A DISTANCE OF 889.43 FEET;  
THENCE BEARING N 20° 17' 18.52" W A DISTANCE OF 1417.63 FEET;  
THENCE BEARING S 20° 1' 38.14" E A DISTANCE OF 61.07 FEET;  
THENCE BEARING S 69° 56' 21.00" E A DISTANCE OF 19.98 FEET;  
THENCE BEARING S 17° 33' 9.41" W A DISTANCE OF 48.64 FEET;  
THENCE BEARING S 17° 33' 9.41" W A DISTANCE OF 1510.63 FEET;  
THENCE BEARING S 17° 33' 9.41" W A DISTANCE OF 272.37 FEET;  
THENCE BEARING S 17° 33' 9.41" W A DISTANCE OF 19.98 FEET;  
THENCE BEARING S 70° 10' 10.26" W A DISTANCE OF 69.57 FEET TO THE POINT OF BEGINNING.

**Dominion Energy South Carolina, Inc.**

FOR: LYLES - UPTOWN 115 KV LYLES - CALHOUN STREET SECTION  
DETAIL: CROSSING PROPERTY OF N/F SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH  
TMS #R11501-01-01

SCALE: 1" = 100'

CONST. NO. 183052

W.O.# RW 5275

M.F. CODE SURVEY JOB # 5275

PROJECT NO. PB-09177-60307

APPROVED DATE 8/29/2018

W.K.I. DATE 8/29/2018

DRAWING NUMBER 5

REVISION DATE 6/12/2019

REVISION NUMBER 5

PROJECT: LYLES - UPTOWN 115 KV LYLES - CALHOUN STREET SECTION

DATE: 10/24/2017

APPROVED: RCH

DATE: 8/29/2018

W.K.I.: W.K.I.

DATE: 8/29/2018

NUMBER: 5

**DRAWING CONTINUED**  
 PB-09177-60307

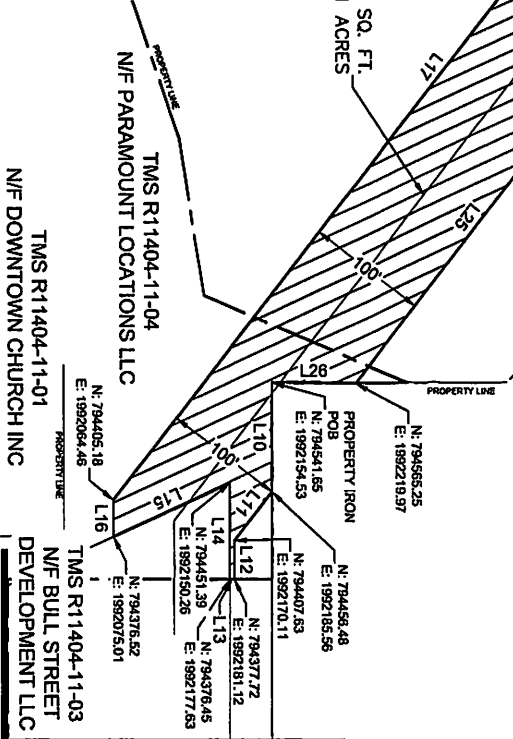
**TMS R11501-01-01**  
 N/F SOUTH CAROLINA DEPARTMENT  
 OF MENTAL HEALTH

**TMS R11501-01-02**  
 N/F NORFOLK SOUTHERN CO.

**METES AND BOUNDS DESCRIPTION OF EASEMENT AREA:**  
 BEGINNING AT A POINT WHOSE NORTHING IS 794,541.65 AND WHOSE EASTING IS 1,992,154.53 :  
 THENCE BEARING S 20° 1' 20.45" E A DISTANCE OF 90.65 FEET ;  
 THENCE BEARING S 17° 33' 9.47" W A DISTANCE OF 51.23 FEET ;  
 THENCE BEARING S 20° 12' 25.57" E A DISTANCE OF 31.87 FEET ;  
 THENCE BEARING S 69° 56' 2.83" W A DISTANCE OF 3.69 FEET ;  
 THENCE BEARING N 20° 4' 57.30" W A DISTANCE OF 79.79 FEET ;  
 THENCE BEARING S 45° 8' 30.94" W A DISTANCE OF 106.16 FEET ;  
 THENCE BEARING N 20° 12' 25.57" W A DISTANCE OF 30.55 FEET ;  
 THENCE BEARING N 17° 33' 9.47" E A DISTANCE OF 889.43 FEET ;  
 THENCE BEARING N 20° 17' 18.52" W A DISTANCE OF 1417.63 FEET ;  
 THENCE BEARING N 69° 56' 21.00" E A DISTANCE OF 61.07 FEET ;  
 THENCE BEARING S 20° 1' 36.14" E A DISTANCE OF 1510.63 FEET ;  
 THENCE BEARING S 17° 33' 9.47" W A DISTANCE OF 48.64 FEET ;  
 THENCE BEARING S 66° 11' 32.89" W A DISTANCE OF 19.98 FEET ;  
 THENCE BEARING S 17° 33' 9.47" W A DISTANCE OF 272.37 FEET ;  
 THENCE BEARING S 71° 34' 32.75" E A DISTANCE OF 15.00 FEET ;  
 THENCE BEARING S 17° 33' 9.47" W A DISTANCE OF 315.07 FEET ;  
 THENCE BEARING S 70° 10' 10.26" W A DISTANCE OF 69.57 FEET TO  
 THE POINT OF BEGINNING.

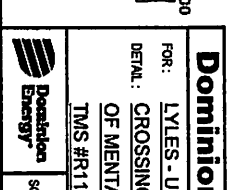
Line #	Direction	Length
L10	S20° 01' 20.45"E	90.65
L11	S17° 33' 09.47"W	51.23
L12	S20° 12' 25.57"E	31.87
L13	S69° 56' 02.83"W	3.69
L14	N20° 04' 57.30"W	79.79
L15	S45° 08' 30.94"W	106.16
L16	N20° 12' 25.57"W	30.55
L17	N17° 33' 09.47"E	889.43
L18	N20° 17' 18.52"W	1417.63
L19	N69° 56' 21.00"E	61.07
L20	N20° 01' 36.14"W	1510.63
L21	N17° 33' 09.47"E	48.64
L22	S66° 11' 32.89"W	19.98
L23	S17° 33' 09.47"W	272.37
L24	S71° 34' 32.75"E	15.00

Line #	Direction	Length
L25	S17° 33' 09.47"W	315.07
L26	S70° 10' 10.26"W	69.57



**REFERENCE:**  
 1) PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATED DECEMBER 2, 2008 AND LAST REVISED 7-5-10.  
 2) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF COOPER ROAD PLAT BY DAVIS & FLOYD. DATED DECEMBER 15, 2016.  
 3) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF SCE&G SUBSTATION PARCEL BY DAVIS & FLOYD. DATED JULY 23, 2015.

**NOTE:**  
 THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD 83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.



**Dominion Energy South Carolina, Inc.**

FOR: LYLES - UPTOWN 115 KV; LYLES - CALHOUN STREET SECTION  
 DETAIL: CROSSING PROPERTY OF N/F SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH

TMS #R11501-01-01

CONSTR	NO. #	REV	DATE
183062			

SCALE: 1" = 100'

DRAWN	DATE
RGH	10/24/2017
APPROVED	DATE
WJU	8/29/2018
WKT	8/29/2018

DRAWING NUMBER: PB - 09177 - 60308  
 REVISION DATE: 6/12/2019  
 NUMBER: 6

**EXHIBIT E**  
**DOMINION ENERGY EXISTING TRANSMISSION EASEMENTS (SUBJECT TO**  
**FUTURE RELEASE) GRANTED TO DOMINION ENERGY BY DMH ON DECEMBER**  
**21, 2017**

Line #	Direction	Length
L35	N19° 07' 18.88"W	70.06
L36	N68° 29' 26.94"E	356.43
L37	N17° 59' 11.42"E	48.79
L38	S20° 04' 15.47"E	98.88
L39	N70° 01' 41.66"E	42.75
L40	S17° 59' 12.98"W	62.75
L41	S68° 29' 30.51"W	394.36
L42	S69° 59' 33.44"W	37.03
L43	N23° 59' 36.19"W	258.77
L44	N68° 29' 26.94"E	58.83
L45	S19° 07' 16.88"E	259.72

+/- 12,412.41 SQ. FT.  
OR +/- 0.28 ACRES

TMS R11501-01-01  
N/F SOUTH CAROLINA  
DEPARTMENT OF  
MENTAL HEALTH

GREGG STREET  
DB 2060, PG 221  
N/F CITY OF COLUMBIA

RICHLAND COUNTY  
EXHIBIT E

TMS R11501-01-01  
N/F SOUTH CAROLINA DEPARTMENT  
OF MENTAL HEALTH

+/- 29,029.42 SQ. FT.  
OR +/- 0.67 ACRES

PROPOSED ACCESS ROAD

SURVEY CENTERLINE

METERS AND BOUNDS DESCRIPTION OF EASEMENT AREA:  
BEGINNING AT A POINT (1) WHOSE NORTHING IS 794,158.35 AND  
WHOSE EASTING IS 1,991,753.89 ;  
THENCE BEARING N 19° 7' 16.88" W A DISTANCE OF 70.06 FEET ;  
THENCE BEARING N 68° 29' 26.94" E A DISTANCE OF 356.43 FEET ;  
THENCE BEARING N 17° 59' 11.421" E A DISTANCE OF 48.79 FEET ;  
THENCE BEARING S 20° 4' 15.468" E A DISTANCE OF 98.88 FEET ;  
THENCE BEARING N 70° 1' 41.66" E A DISTANCE OF 42.75 FEET ;  
THENCE BEARING S 17° 59' 12.98" W A DISTANCE OF 62.75 FEET ;  
THENCE BEARING S 68° 29' 30.51" W A DISTANCE OF 394.36 FEET  
TO THE POINT OF BEGINNING.

BEGINNING AT A POINT (2) WHOSE NORTHING IS 793,952.73 AND  
WHOSE EASTING IS 1,991,748.77 ;  
THENCE BEARING S 69° 59' 33.44" W A DISTANCE OF 37.03 FEET ;  
THENCE BEARING N 23° 59' 36.19" W A DISTANCE OF 258.77 FEET ;  
THENCE BEARING N 68° 29' 26.94" E A DISTANCE OF 58.83 FEET ;  
THENCE BEARING S 19° 7' 16.88" E A DISTANCE OF 259.72 FEET TO  
THE POINT OF BEGINNING.

NOTE: THAT PROPERTY CONSISTING OF PUBLIC RIGHT OF WAY OF  
GREGG STREET AS IT EXIST OF THE DATE OF THIS DRAWING IS NOT  
INCLUDED IN THE EASEMENT GRANTED HEREIN.

INDICATES TOTAL RW AREA  
+/- 41,441.83 SQ. FT. OR +/- 0.95 ACRES  
REF. DWG. 09177-21007-CP, & PB-09177-60308

NOTE:  
THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES  
DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO  
AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON  
THIS EXHIBIT ARE NAD 83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.



<b>SOUTH CAROLINA ELECTRIC &amp; GAS CO.</b>		DRAWN		DATE	
FOR: LYLES - UPTOWN 115 KW, LYLES - CALHOUN STREET SECTION		RCH		12/7/2017	
DETAIL: CROSSING PROPERTY OF SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH		APPROVED		DATE	
TMS #R11501-01-01		WKL		1/8/2018	
SCALE: 1" = 50'		PROJECT NUMBER		SHEET NUMBER	
W/O # RW 183052		PB - 09177 - 60309		3	
CONST		REVISION DATE		NUMBER	
M. F. COOKE SURVEY JOB # 5275		2/18/2018			

REFERENCE:  
1) PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL  
HEALTH BY COX AND DINKINS, INC. DATED DECEMBER 2, 2008 AND  
LAST REVISED 7-5-10.  
2) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF SCEAG  
SUBSTATION PARCEL BY DAVIS & FLOYD, DATED JULY 23, 2015.

SCSCEAG  
SCALE: 1" = 50'

**EXHIBIT F**

**DOMINION ENERGY TEMPORARY TRANSMISSION EASEMENT (SUBJECT TO  
FUTURE RELEASE) GRANTED TO DOMINION ENERGY BY DMH ON JUNE 29, 2018**

PLAN "SAFETY" INTO EVERY JOB

INDICATES ELECTRIC EASEMENT AREA  
 +/- 4,631.89 SQ. FT. OR 0.11 ACRES  
 REF. DWG. 09177-21007-CP; PB-09177-60308

**RICHLAND COUNTY**

"EXHIBIT F"

TMS R11404-11-01  
 N/F DOWNTOWN CHURCH INC



+/- 4,631.89 SQ. FT.  
 OR +/- 0.11 ACRES

N: 794339.38  
 E: 1991972.59

N: 794399.15  
 E: 1992022.49

N: 794363.32  
 E: 1992035.66

POB  
 N: 794476.42  
 E: 1992086.99

N: 794405.18  
 E: 1992064.46

N: 794382.48  
 E: 1992072.81

N: 794380.74  
 E: 1992072.25

N: 794310.29  
 E: 1991948.30

N: 794348.54  
 E: 1992045.37

TMS R11501-01-01  
 N/F SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH

TMS R11404-11-03  
 N/F BULL STREET DEVELOPMENT LLC



GRAPHIC SCALE: 1"=50'

Line Table		
Line #	Direction	Length
L46	S17° 33' 09.47"W	74.71
L47	S20° 12' 25.57"E	24.20
L48	S17° 59' 11.42"W	1.82
L49	S39° 51' 21.58"W	41.95
L50	S68° 29' 26.94"W	104.34
L51	N39° 51' 21.58"E	37.90
L52	N69° 13' 09.09"E	67.46
L53	N20° 10' 54.92"W	38.18
L54	N39° 51' 21.58"E	100.85

**METES AND BOUNDS DESCRIPTION OF EASEMENT AREA:**

BEGINNING AT A POINT WHOSE NORTHING IS 794,476.42 AND WHOSE EASTING IS 1,992,086.99 ;  
 THENCE BEARING S 17° 33' 9.47" W A DISTANCE OF 74.71 FEET ;  
 THENCE BEARING S 20° 12' 25.57" E A DISTANCE OF 24.20 FEET ;  
 THENCE BEARING S 17° 59' 11.42" W A DISTANCE OF 1.82 FEET ;  
 THENCE BEARING S 39° 51' 21.58" W A DISTANCE OF 41.95 FEET ;  
 THENCE BEARING S 68° 29' 26.94" W A DISTANCE OF 104.34 FEET ;  
 THENCE BEARING N 39° 51' 21.58" E A DISTANCE OF 37.90 FEET ;  
 THENCE BEARING N 69° 13' 9.09" E A DISTANCE OF 67.46 FEET ;  
 THENCE BEARING N 20° 10' 54.92" W A DISTANCE OF 38.18 FEET ;  
 THENCE BEARING N 39° 51' 21.58" E A DISTANCE OF 100.85 FEET TO THE POINT OF BEGINNING.

**REFERENCE:**

- 1.) PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATED DECEMBER 2, 2008 AND LAST REVISED 7-5-10.
- 2.) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF SCE&G SUBSTATION PARCEL BY DAVIS & FLOYD. DATED JULY 23, 2015.

**NOTE:**

THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD 83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

**SOUTH CAROLINA ELECTRIC & GAS CO.**

FOR: LYLES - UPTOWN 115 KV; LYLES - CALHOUN STREET SECTION  
 DETAIL: CROSSING PROPERTY OF SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH  
 TMS #R11501-01-01

DRAWN	DATE
RCH	6/13/2018
APPROVED	DATE
WKJ	6/13/2018
WLKT	6/13/2018
DRAWING NUMBER	
PROJECT	LINE NUMBER
PB - 09177 - 60312	
REVISION DATE	NUMBER
6/13/2018	0



SCALE: 1" = 50'

W.O.#  
 CONST  
 RW 183052

M. F. CODE  
 SURVEY JOB #  
 5275

CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION. CONFIDENTIAL AND PROPRIETARY PRODUCT OF SOUTH CAROLINA ELECTRIC & GAS COMPANY. ANY UNAUTHORIZED USE, REPRODUCTION OR TRANSFER OF THIS MATERIAL IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED.

CAD DRAWING - DO NOT REVISE MANUALLY

FILE: PB-09177-60307-60313.dwg



**EXHIBIT G**  
**DOMINION ENERGY TEMPORARY TRANSMISSION EASEMENT (SUBJECT TO**  
**FUTURE RELEASE) GRANTED BY DOMINION ENERGY BY DOWNTOWN**  
**CHURCH, INC. ON AUGUST 22, 2018**

PLAN "SAFETY" INTO EVERY JOB



INDICATES ELECTRIC  
EASEMENT AREA  
+/- 1,287.82 SQ. FT. OR 0.03 ACRES  
REF. DWG. 09177-21007-CP; PB-09177-60308

**RICHLAND COUNTY**  
"EXHIBIT G"

TMS R11404-11-01  
N/F DOWNTOWN CHURCH INC

+/- 1,287.82 SQ. FT.  
OR +/- 0.03 ACRES

POB  
N: 794399.15  
E: 1992022.49

L56  
N: 794339.38  
E: 1991972.59

N: 794363.32  
E: 1992035.66

TMS R11501-01-01  
N/F SOUTH  
CAROLINA  
DEPARTMENT OF  
MENTAL HEALTH

TMS R11404-11-03  
N/F BULL STREET  
DEVELOPMENT LLC



GRAPHIC SCALE: 1"=50'

Line Table		
Line #	Direction	Length
L55	S20° 10' 54.92"E	38.18
L56	S69° 13' 09.09"W	67.46
L57	N39° 51' 21.58"E	77.86

**METES AND BOUNDS DESCRIPTION OF EASEMENT AREA:**  
BEGINNING AT A POINT WHOSE NORTHING IS 794,399.15 AND  
WHOSE EASTING IS 1,992,022.49 ;  
THENCE BEARING S 20° 10' 54.92" E A DISTANCE OF 38.18 FEET ;  
THENCE BEARING S 69° 13' 9.09" W A DISTANCE OF 67.46 FEET ;  
THENCE BEARING N 39° 51' 21.58" E A DISTANCE OF 77.86 FEET TO  
THE POINT OF BEGINNING.

REFERENCE:

- 1.) PLAT PREPARED FOR SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH BY COX AND DINKINS, INC. DATED DECEMBER 2, 2008 AND LAST REVISED 7-5-10.
- 2.) PLAT PREPARED FOR BULL STREET DEVELOPMENT, LLC OF SCE&G SUBSTATION PARCEL BY DAVIS & FLOYD. DATED JULY 23, 2015.

NOTE:

THIS SKETCH (EXHIBIT) IS NOT A BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE EASEMENT AREA. PROPERTY LINES DEPICTED ON THIS EXHIBIT ARE NOT VERIFIED BUT ARE DERIVED FROM TMS INFO AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. DATUM: COORDINATES SHOWN ON THIS EXHIBIT ARE NAD 83 SOUTH CAROLINA STATE PLANE INTERNATIONAL FEET.

**SOUTH CAROLINA ELECTRIC & GAS CO.**

FOR: LYLES - UPTOWN 115 KV; LYLES - CALHOUN STREET SECTION  
DETAIL: CROSSING PROPERTY OF N/F DOWNTOWN CHURCH INC  
TMS #R11404-11-01

DRAWN	DATE
RCH	6/13/2018
APPROVED	DATE
WKJ	6/13/2018
WLKT	6/13/2018
DRAWING NUMBER	
PROJECT	LINE NUMBER
PB - 09177 - 60313	
REVISION DATE	NUMBER
6/13/2018	0



SCALE: 1" = 50'

CONST  
W.O.#  
R/W 183052

M. F. CODE  
SURVEY JOB #  
5275

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CAD DRAWING - DO NOT REVISE MANUALLY

FILE: PB-09177-60307-60313.dwg