

**BOARD AGENDA ITEM**  
**January 24, 2017**

**SUBJECT:**

Utilities Installation Easement for S.C. Electric & Gas at Leavelle construction site

**BACKGROUND:**

As part of the routine site work and infrastructure for any building, the S. C. Electric & Gas is providing both electrical and natural gas supplies to the new Leavelle Middle construction site. The site grade has been established and the utility has been in the process of actual installation for these utilities. They asked for an easement agreement in order to document both their right to make the installation, as well as the location thereof.

**ADMINISTRATIVE CONSIDERATION:**

This easement request is routine and has been reviewed for legal format and content by the legal department for the school district. A plat for utility installation documentation has been supplied and corresponds to the easement document. The administration and Facilities Department recognizes the need for such utility easements, and initiates implementing the same on all construction projects.

**RECOMMENDATION:**

The Administration recommends that the Board grant the easement and authorize the Chair and Superintendent to execute the original easement document.

**ATTACHMENT:**

- 1) Proposed easement
- 2) Reduced scale copy of the easement area

**PREPARED BY:**

William H. Burkhalter, Jr.

# Easement # 895290

INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between **The Aiken County Board of Education** (Ex Officio: Trustees of the Consolidated School District of Aiken County) of the County of **Aiken** 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 Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, owning a tract or development known as **Leavelle McCampbell Middle School** situate in the County of **Aiken**, State of South Carolina, shown on a certain plat or various plats filed or to be filed in the office of the public records of said County and generally described as follows: Being a tract or lot of land containing **31.1066 acres**, more or less, and being the same lands conveyed to Grantor by deed of **Sage Mill Residential, LTD.**, dated or recorded **April 17, 2015**, and filed in the Register of Deeds office for **Aiken** County in Record Book **4548** at Page **1950**.

**Right-of-Way will be shown more fully on Grantee's drawing labeled D-82029, referenced only, and subsequent drawings as development takes place.**

**TMS: 049-11-06-001**

The Grantor hereby grants and conveys to Grantee, its successors and assigns, the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain upon, over, under, along, across and through any and all property shown on the plat of land referred to above, and upon, over, under, along, across and through any and all streets, alleys, roads or other public ways or places of said development now existing or hereafter laid out, an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, together with the right of ingress, egress and access to and from such rights of way, across and upon the lands of Grantor, as may be necessary or convenient for the purposes connected therewith.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right, from time to time, to install guy wires upon lots in said development, to overhang lots with conductors, cross arms and service wires 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 ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires or pipe lines and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successor and assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee 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. Grantor further agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

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

WITNESS:

**The Aiken County Board of Education** (Ex Officio: Trustees of the Consolidated School District of Aiken County)

\_\_\_\_\_  
1<sup>st</sup> Witness

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
2<sup>nd</sup> Witness

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

**B-6 Attachment**

**RW-5-E-G-SC (Rev. 4-2010)**

Easement # 895290

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF AIKEN                            )

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named **The Aiken County Board of Education** (Ex Officio: Trustees of the Consolidated School District of Aiken County), by the hand of \_\_\_\_\_ its \_\_\_\_\_ and attested by \_\_\_\_\_ its \_\_\_\_\_ personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Signature of Notary Public - State of SC

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Notary Public

**RIGHT OF WAY GRANT TO  
SOUTH CAROLINA ELECTRIC & GAS COMPANY**

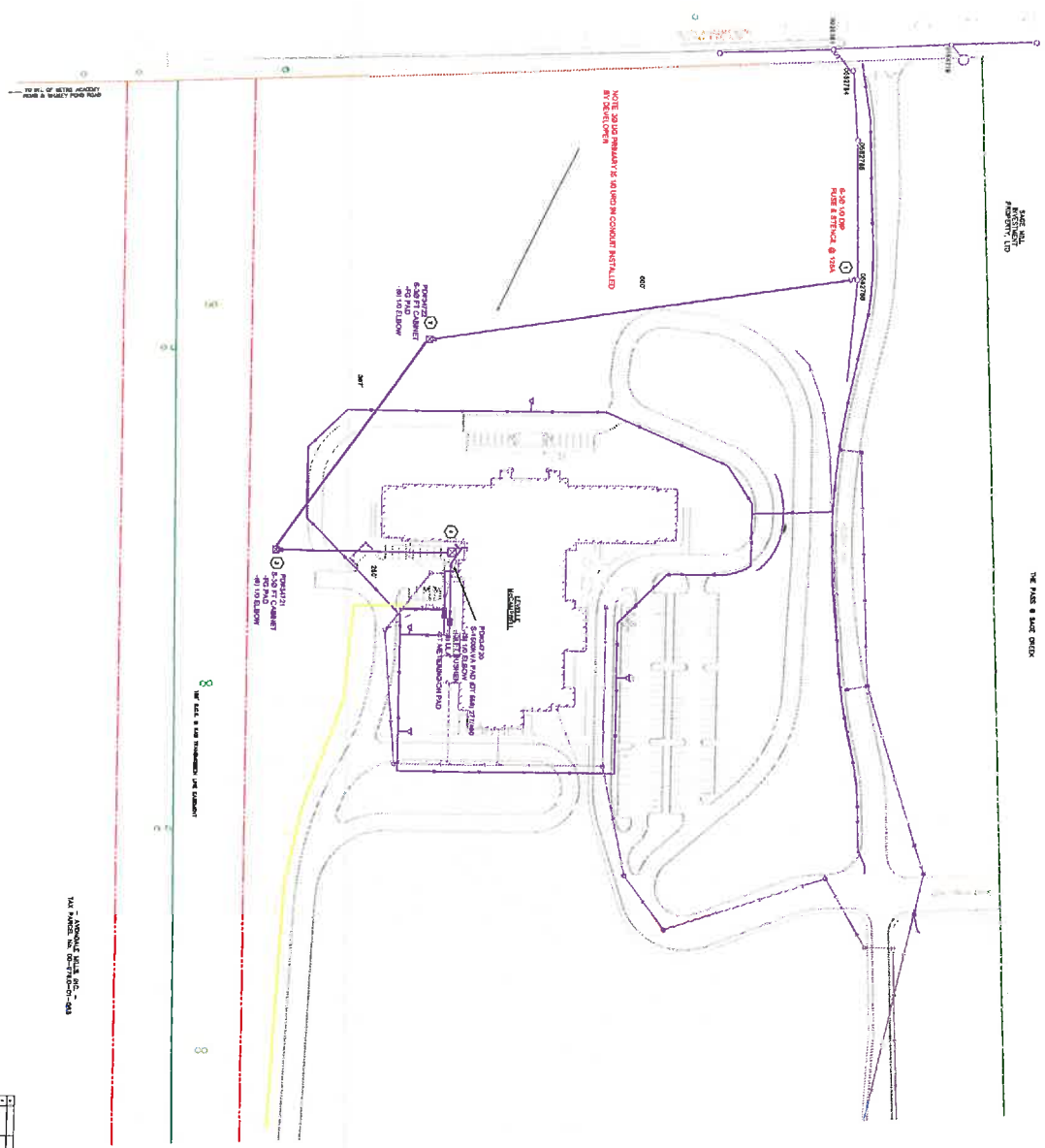
Line: **LEAVELLE MCCAMBELL MIDDLE SCHOOL**

County: **Aiken**

R/W File Number: **21168**

Grantor(s): **The Aiken County Board of Education**

Return to: SCE&G  
132 Langley Dam Road  
Warrenville, SC 29851



AS NOTED  
PROPERTY, LTD.

SEE PAGE 8 FOR NOTES

SEE PAGE 8 FOR NOTES

1/4" = 1' SCALE

PLAN "SAFETY" INTO EVERY JOB

**GENERAL NOTES:**  
1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITIES SHOWN.  
2. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS NOTED THE PRESENCE OF UTILITIES.  
3. THE ENGINEER HAS NOT CONDUCTED A GROUND PENETRATING RADAR (GPR) SURVEY OR OTHER NON-INTRUSIVE UTILITY DETECTION METHOD.  
4. THE ENGINEER HAS NOT CONDUCTED A GEOTECHNICAL SURVEY OR OTHER SOIL TESTING METHOD.  
5. THE ENGINEER HAS NOT CONDUCTED A HYDROLOGICAL SURVEY OR OTHER WATER TESTING METHOD.  
6. THE ENGINEER HAS NOT CONDUCTED A CLIMATE SURVEY OR OTHER CLIMATE TESTING METHOD.  
7. THE ENGINEER HAS NOT CONDUCTED A SEISMIC SURVEY OR OTHER SEISMIC TESTING METHOD.  
8. THE ENGINEER HAS NOT CONDUCTED A NOISE SURVEY OR OTHER NOISE TESTING METHOD.  
9. THE ENGINEER HAS NOT CONDUCTED A QUALITY ASSURANCE SURVEY OR OTHER QUALITY ASSURANCE TESTING METHOD.  
10. THE ENGINEER HAS NOT CONDUCTED A SAFETY SURVEY OR OTHER SAFETY TESTING METHOD.



DATE	1/1/2024
BY	J. B. BROWN
CHECKED BY	J. B. BROWN
SCALE	1/4" = 1'
PROJECT NO.	2024-001
CLIENT	ABC COMPANY
LOCATION	123 MAIN ST, ANYTOWN, CA 90001
DESCRIPTION	NEW BUILDING CONSTRUCTION
DESIGNER	DEF DESIGN GROUP
DATE	1/1/2024
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CHECKED BY	J. B. BROWN
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PROJECT INFORMATION

**PROJECT INFORMATION**  
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BY: J. B. BROWN  
CHECKED BY: J. B. BROWN  
SCALE: 1/4" = 1'  
PROJECT NO.: 2024-001  
CLIENT: ABC COMPANY  
LOCATION: 123 MAIN ST, ANYTOWN, CA 90001  
DESCRIPTION: NEW BUILDING CONSTRUCTION  
DESIGNER: DEF DESIGN GROUP

**DESIGNER'S CERTIFICATION**  
I, J. B. BROWN, DESIGNER, CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA, LICENSE NO. 12345. I HAVE PREPARED THIS DRAWING TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

**CLIENT'S CERTIFICATION**  
I, J. B. BROWN, CLIENT, CERTIFY THAT I AM THE OWNER OR AUTHORIZED REPRESENTATIVE OF THE CLIENT, AND I HAVE REVIEWED AND APPROVED THIS DRAWING FOR THE PROJECT DESCRIBED HEREON.

**REVISIONS**  
NO. 1: 1/1/2024, J. B. BROWN, 1/4" = 1' SCALE, PROJECT NO. 2024-001, CLIENT: ABC COMPANY, LOCATION: 123 MAIN ST, ANYTOWN, CA 90001, DESCRIPTION: NEW BUILDING CONSTRUCTION, DESIGNER: DEF DESIGN GROUP.

**NOTES**  
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**LEGEND**  
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**APPENDIX A**  
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**APPENDIX I**  
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**APPENDIX O**  
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