

***SUPPORTING MATERIALS TO
CITY COUNCIL MEETING***

June 9, 2020

APPROVAL OF PREVIOUS MINUTES

City Council Meeting
Via Telephone / Video Conference
May 12, 2020
7:00 P.M.

Council Members Present:

Mayor Gregory S. Habib; Mayor Pro Tem Kevin Condon; Councilmember Debra Green-Fletcher; Councilmember Corey McClary; Councilmember Gayla McSwain; Councilmember Christopher Harmon; Councilmember Jerry Tekac

Council Members Absent:

Staff Present:

Interim City Administrator Daniel Moore; City Clerk Kelly J. Lovette; Finance Director Tyler Howanyk; Director of IT Ryan Byrd; Director of Public Works Chuck Denson; Police Chief LJ Roscoe; Public Information Officer Frank Johnson

Staff Absent:

Invocation/Pledge of Allegiance:

Councilmember Corey McClary

Press Present:

None

Guests Present:

Mr. Grant Davis, Mauldin & Jenkins, CPA's

I. Regular Meeting – Invocation / Pledge of Allegiance:

Mayor Habib called the meeting to order at 7:00 pm. Councilmember McClary said the invocation.

II. General Public Comments:

Note: It was stated on the meeting Agenda to send all comments via email to the City Clerk. There were no comments submitted by the general public.

III. Approval of Minutes:

- a) City Council Meeting – April 14, 2020
- b) City Council Workshop – April 28, 2020

Mayor Habib made a motion to approve the minutes as presented. Mayor Pro Tem Condon seconded the motion. All in favor, none opposed. Motion carried.

IV. Public Hearings, Presentations & Proclamations:

Mayor Habib proclaimed the following in the City of Goose Creek: 51st Annual Professional Municipal Clerks Week May 3-9, 2020; National Public Works Week May 17-23, 2020; Building Safety Month May 2020.

Mayor Habib moved on to the annual audit report by Mr. Grant Davis of Mauldin & Jenkins CPA's. Mr. Davis stated the City of Goose Creek was in good financial shape and the City was issued an unmodified report, which is the best result the City can receive in a financial statement audit. Mr. Davis briefed City Council with a summary of the audit report wherein he reviewed some of the City's key Revenue and Enterprise Funds, as well as the General Fund. Mr. Davis stated the City collected more than it thought it would, and spent less than it originally planned; hence, showing very positive spending habits and conservative revenue estimates. Mr. Davis stated historically his firm has performed audits of the City with onsite field work. He stated as a testament to the City's Finance Director, his staff and managements of the City, his firm was essentially able to perform the entire audit remotely. He stated both sides have developed good communication and a relationship wherein Mr.

Howanyk's staff was able to provide his firm with literally hundreds of documents and pieces of information to perform the audit and it was probably more of a task for him and his staff this year than it has been in the past due to the Covid19. Mr. Davis stated it was pretty impressive to say from the City's perspective, as well as his firm's that they were able to perform the audit remotely and have it done and issued to City Council by May 12th, as social distancing is winding down. He stated he wished to say what a great job Mr. Howanyk's and his staff does with their financial reporting throughout the year.

Mayor Habib thanked Mr. Davis for his report, as well as Mr. Howanyk and the City's staff for the great job they do. Councilmember Harmon echoed Mayor Habib's sentiments to Mr. Howanyk, City staff and Mr. Davis.

VI. Old Business:

- a) **AN ORDINANCE TO SELL REAL PROPERTY OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION, IN ACCORDANCE WITH SECTION 5-7-260 (6) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, PROPERTY IDENTIFIED AS, 0.5 ACRES, A PORTION OF TMS 223-00-00-031 (SECOND & FINAL READING)**

Mayor Habib made a motion to approve the sale of real property as identified in the stated title of the proposed Ordinance. Councilmember Harmon seconded the motion. Councilman Tekac - Aye; Councilmember McSwain - Aye; Mayor Pro Tem Condon - Aye; Councilmember Harmon - Aye; Councilmember McClary - Aye; Councilmember Green-Fletcher - Aye; Mayor Habib - Aye. Seven (7) in favor, none opposed. Motion carried.

VII. New Business:

- a) **A RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A GROSS INCOME AGREEMENT; AND OTHER MATTERS RELATING THERETO (FIRST & FINAL READING)**

Mayor Habib read the title to the proposed Resolution and reminded City Council of their last City Council Workshop wherein it was discussed that the apportioned amount of local revenue for Quozel for use to establish their business license fees and this Agreement establishes that amount. Mayor Pro Tem Condon made a motion to approve the proposed Resolution as stated. Councilmember Green-Fletcher seconded the motion. Councilman Tekac - Aye; Councilmember McSwain - Aye; Mayor Pro Tem Condon - Aye; Councilmember Harmon - Aye; Councilmember McClary - Aye; Councilmember Green-Fletcher - Aye; Mayor Habib - Aye. Seven (7) in favor, none opposed. Motion carried.

VIII. Department Report:

Postponed.

IX. City Administrator's Report:

- a) **Purchase Request – Police Department – Dodge Durango K9 Upfit**

Mr. Moore presented City Council with a request and supporting documentation from Chief Roscoe to upfit the two (2) new Dodge Durango's with a K9 upfit from equipment to be purchased from Tri-County Upfitters and two (2) K9 kennel cages from First Light Custom Builders, for the total cost of \$30,955.86. The purchase is included in the Police Department's 2020 FY Budget.

Councilmember Habib made a motion to approve the purchase as stated by Mr. Moore. Councilmember Green-Fletcher seconded the motion. Councilman Tekac - Aye; Councilmember McSwain - Aye; Mayor Pro Tem Condon - Aye; Councilmember Harmon - Aye; Councilmember McClary - Aye; Councilmember Green-Fletcher - Aye; Mayor Habib - Aye. Seven (7) in favor, none opposed. Motion carried.

X. Mayor's Report:

Mayor Habib discussed the plans for the City to reopen to the public on May 18th. He stated City staff reported back to work that week. He stated as the other orders from the Governor begin to lift, the City will begin to open other areas throughout the City. Mayor Habib stated he was working with One Region, which includes the entirety of the Tri-County area working together to open back up the economy.

Councilmember McClary inquired about the parks the City opened. Mayor Habib stated the only parks that have been opened are the green spaces; however, the playgrounds are still closed. He stated the only park that was never closed was the hiker/biker trail around the pond behind City Hall.

XI. Adjourn:

Councilmember Tekac made a motion to adjourn. Councilmember Harmon seconded the motion. All in favor, none opposed. Meeting adjourned at 7:34 p.m.

Date: June 9, 2020

Kelly J. Lovette, MMC
City Clerk

A copy of this meeting's agenda was sent to the Post and Courier and The Goose Creek Gazette; it was posted in City Hall 24 hours prior to the meeting.

***PUBLIC HEARINGS, PRESENTATIONS
& PROCLAMATIONS***

OLD BUSINESS

NEW BUSINESS

ORDINANCE NO.

AN ORDINANCE

AN ORDINANCE OF THE CITY OF GOOSE CREEK, SOUTH CAROLINA PROVIDING FOR THE CREATION OF AN ELECTRIC UTILITY SYSTEM; AND OTHER MATTERS RELATED THERETO.

NOW THEREFORE, be it ordained by the City Council of the City of Goose Creek (the “*City Council*”), the governing body of the City of Goose Creek, South Carolina (the “*City*”), as follows:

Section 1. Findings of Fact.

The City Council hereby finds and determines that the following findings of fact are true, accurate, and correct in every respect:

- (a) The City is a municipal corporation of the State of South Carolina (the “*State*”) located in Berkeley County, South Carolina (the “*County*”), and as such possesses all general powers granted by the Constitution and statutes of the State to such public entities.
- (b) Pursuant to Article VIII, Section 16 of the Constitution of the State of South Carolina, 1895, as amended (the “*Constitution*”), “[a]ny incorporated municipality may, upon a majority vote of the electors of such political subdivision who shall vote on the question, acquire by initial construction or purchase and may operate gas, water, sewer, electric, transportation or other public utility systems and plants.”
- (c) Pursuant to a resolution adopted by the City Council on September 10, 2019, the City Council ordered a referendum to be held in the City (the “*Referendum*”) on the following question (the “*Question*”):

Shall the City Council of the City of Goose Creek, as the governing body of the City of Goose Creek, South Carolina, be authorized to acquire by initial construction or purchase, and thereafter establish, improve, operate and maintain an electric utility system to furnish electric power?

(d) On December 3, 2019, the Berkeley County Board of Voter Registration and Elections conducted the Referendum at which 1,179 votes were cast in favor of the Question and 525 votes were cast in opposition to the Question. On December 5, 2019, the Berkeley County Board of Canvassers certified the successful result of the Referendum. By resolution adopted on February 11, 2020, the City Council officially declared the results of the Referendum.
- (e) By virtue of the successful Referendum, the City is now authorized by the Constitution and the laws of the State to acquire by construction or purchase (including applicable leasehold interests), and thereafter establish, improve, operate and maintain an electric utility system (the “*Electric System*”) to furnish electric power to the customers thereof (“*Electric Service*”).
- (f) The City Council has determined that the creation and establishment of the Electric System is in the best interest of the City and its citizens.

Section 2. Establishment of Electric System; Governance.

The City Council hereby establishes the Electric System to carry out the purposes, functions, and responsibilities set forth herein and authorized by the Constitution and laws of the State. The Electric System shall be governed by and under the control of the City Council.

Section 3. Rates and Charges.

The City Council, by ordinance, may place into effect and revise from time to time a schedule of rates and charges, including formula rates or other alternative ratemaking mechanisms, for making connections to the Electric System, the use thereof by its customers, and the electric energy delivered and sold to such customers (collectively, the “*Electric Charges*”) and, in accordance with State law, to impose Electric Charges upon those to whom Electric Service is provided. The Electric Charges authorized hereby must be sufficient to provide for recovery of all of the operating costs of the Electric System and the provision of Electric Service. A

schedule of all such rates, deposit and charges in effect will be maintained and on file in the offices of the City and made available upon request.

Section 4. Unauthorized Use.

- (a) In the absence of a contract with the City for Electric Service, no person shall be permitted to connect with the Electric System for the purpose of obtaining electricity therefrom.
- (b) It shall be unlawful for any person who has no contract, agreement, license, or permission with or from the City for the use of electric energy belonging to or produced by or furnished by the City to willfully withdraw or cause to be withdrawn in any manner and appropriate for his own use, or for the use of any other person, such current from the Electric System of the City.
- (c) No person shall aid, abet, or assist any person in withdrawing and appropriating electrical current from the Electric System to or for the use of that person or to or for the use of any other person.

Section 5. Boundaries; Jurisdiction; Service.

- (a) In keeping with the provisions of the Franchise Agreement between the City and Berkeley Electric Cooperative (the "*Cooperative*") dated March 19, 2020 (the "*Franchise*"), the Electric System shall provide Electric Service within the Excluded Area (as such term is defined in the Franchise). Under the terms of the Franchise, the Cooperative shall provide electric service within the Franchise Area (as such term is defined in the Franchise).
- (b) The City stands committed to provide Electric Service within the Excluded Area and will, subject to compliance with this Ordinance and any subsequent ordinance pertaining to Electric Service, provide such service as needed or requested by any new or potential customer that requests Electric Service to be provided by the Electric System within the Excluded Area. In making the commitment to provide Electric Service to new or potential customers, the City will consider the location of the customer, the proposed land use for the area anticipating Electric Service, the magnitude of the Electric Service required and the electric utility infrastructure necessary to provide Electric Service. Based on the information provided, the City will work with the customer to ensure availability of Electric Service and advise the customer of estimated or anticipated costs of providing such service.

Section 6. Rules and Regulations.

Subject to the laws of the State and any other provisions governing or regulating municipal utilities, the City Council may make such reasonable rules, regulations, policies, resolutions, ordinances and other governance proclamations as necessary to administer, operate, maintain, manage, regulate and do all other things necessary for the Electric System.

Section 7. Contracts.

Subject to final approval by the City Council, the City Administrator, acting on behalf of the City and the Electric System, may negotiate contracts, agreements, memoranda and other binding legal documents regarding (i) the sale, purchase or exchange of electric power and transmission, (ii) the acquisition of real and personal property assets, including by purchase, lease or other means, as necessary for the efficient operation of the Electric System, (iii) the management or operation of the Electric System, including professional contracts for technical and engineering services, and (iv) any and all other actions, activities and functions necessary and convenient to the proper operation of the Electric System. Any standard contract for retail power service supplied by the Electric System need not be approved by the City Council and may be executed and delivered by the City Administrator or his assigns on behalf of the City. On approval by the City Council, the Electric System may enter into a special contract with a customer. Once approved, the rates, terms and conditions under such special contract may be changed only by mutual agreement of the City and the customer.

Section 8. Designated Authority.

As necessary and convenient and subject to proper budgetary approval, the City Administrator may procure, hire, and engage any and all consultants, engineers, attorneys and advisors as necessary for the implementation and operation of the Electric System.

Section 9. Operation as Enterprise; Keeping Records.

The Electric System shall be operated as a business enterprise of the City separate and distinct from the City's general operations. The City shall install and thereafter maintain proper books, records, and accounts of the Electric System, separate and distinct from all other records and accounts of the City, in which complete and correct entries shall be made and maintained of the revenues and expenditures of the Electric System. As necessary and subject to the terms of the Revenue Bond Act for Utilities, codified at Title 6, Chapter 21 of the Code of Laws of South Carolina 1976, as amended, the Electric System may be combined with compatible projects (i.e. the City's municipal water utility) and thereafter operated as a combined system.

Section 10. Streetlights.

To the extent not otherwise provided by the Cooperative, the City may furnish, install, operate, and maintain a street lighting system and service along the streets, highways, alleys, and public places of and located inside the City.

Section 11. Further Action Authorized.

The Mayor, City Administrator, Finance Director, Clerk to City Council, and other necessary City officials and staff are hereby authorized and directed to create such accounts, execute such documents and instruments, and take such additional action as is necessary and convenient to carry out the purposes of this Ordinance.

Section 12. Effective Date.

This Ordinance shall be effective as of the date of its enactment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DONE AND ORDAINED IN COUNCIL ASSEMBLED, this 14th day of July 2020.

INTRODUCED the 9th day of June 2020.

DONE the ____ day of July 2020.

Mayor Gregory S. Habib

Attest: _____
Kelly J. Lovette, City Clerk

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla McSwain

Councilmember Christopher Harmon

Approved as to form

By: _____
City Attorney

First Reading: June 9, 2020
Second Reading: July 14, 2020

AN ORDINANCE

AN ORDINANCE PURSUANT TO SECTION 5-3-150(3) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO ANNEX PROPERTIES IDENTIFIED AS TMS # 223-00-00-033, # 223-00-00-034, AND # 223-00-00-035 INTO THE CITY OF GOOSE CREEK AND ESTABLISH A ZONING CLASSIFICATIONS THEREFOR; AND OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Goose Creek, South Carolina (the "*City*") is a municipal corporation created under the laws of the State of South Carolina, that is duly empowered to extend its municipal boundaries through annexation; and

WHEREAS, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended ("*Section 5-3-150(3)*"), provides for the annexation of any area or property which is contiguous to a city or town by filing a petition with the municipal governing body which is signed by one-hundred percent (100%) or more of the owners owning at least one-hundred percent (100%) of the assessed valuation of the real property in the area requesting annexation; and

WHEREAS, one-hundred percent (100%) of the freeholders owning one-hundred percent (100%) of the assessed valuation of the real property in the area hereafter delineated and described, have filed an application with the City Council of Goose Creek, as the governing body of the City (the "*City Council*"), requesting that the following properties be annexed into the City (collectively, the "*Annexed Property*"):

TMS # 223-00-00-033 (187.57 ACRES) ("*Parcel B*")
TMS # 223-00-00-034 (128.04 ACRES) ("*Parcel C*")
TMS # 223-00-00-035 (306.03 ACRES) ("*Parcel D*")

WHEREAS, the Annexed Property, which consist of portions of properties formerly identified as TMS #223-00-00-019 and TMS #222- 00-00-114, were recently re-platted to show the "Property Line Abandonment and Subdivision Plats" (the "*New Plat*") and

WHEREAS, a copy of the New Plat, showing Parcel B, Parcel C and Parcel D, respectively, as necessary to properly identify the areas to be annexed into the City, is attached hereto as Exhibit A; and

WHEREAS, the Annexed Property is contiguous to the current municipal limits of the City and per the terms of the application, the form of which constitutes a legally valid petition under Section 5-3-150(3), the owner has legally requested that Annexed Property be annexed into the City; and

WHEREAS, the City Council believes that the annexation of the Annexed Property would be beneficial to the City and has determined to enact this ordinance to properly annex the Annexed Property into the City and to assign a zoning classification therefor.

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, in Council duly assembled, as follows:

Section 1. Ratification of Findings.

All of the recitals and findings of fact set forth above are ratified and confirmed.

Section 2. Acceptance.

The City, acting through the City Council, accepts the petition application for annexation of the Annexed Property and the Annexed Property shall be immediately annexed into the corporate limits of the City upon the due enactment of this Ordinance.

Each of the Annexed Properties, consisting of Parcel B, Parcel C, and Parcel D, are shown on the New Plat, a copy of which is attached hereto as Exhibit A.

Section 3. Zoning.

Upon completion of the annexation of the Annexed Property, each of Parcel B, Parcel C, and Parcel D shall be assigned a zoning district classification of GC (General Commercial).

Section 4. Other Actions; Ratification.

In connection with the annexation of the Annexed Properties, the City Administrator, including any interim City Administrator or his assigns, is additionally authorized to prepare, review, negotiate, execute, deliver, and agree to such additional agreements, certifications, documents, closing proofs, and undertakings as he shall deem necessary or advisable to complete and finalize the annexation and zoning assignment herein. This authorization explicitly includes the authorization for the City Administrator to do those things necessary to comply with the conditions in the Agreements. Any actions previously undertaken by the City Administrator, City Council or City staff in connection with the annexation or the zoning assignment for the Annexed Properties prior to the enactment of this Ordinance are ratified, approved, and confirmed.

Section 5. Severability.

If any section, subsection, sentence, clause or phrase of this Ordinance for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

INTRODUCED the 9th day of June 2020.

DONE AND ORDAINED, this ____ day of July 2020.

Mayor Gregory S. Habib

Attest: _____
Kelly J. Lovette, City Clerk

Mayor Pro Tem Kevin M. Condon

Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla McSwain

Councilmember Christopher Harmon

EXHIBIT A – The New Plat



VICINITY MAP (NTS)

FLOOD NOTE:
THIS PROPERTY IS LOCATED IN FLOOD ZONE X, A (SHADY) & IS IN A FLOOD PLAIN AS SHOWN FROM FEMA FLOOD MAPS. FLOOD PLAIN, ALONG WITH OTHER ANTI-FLOOD MEASURES, SHOULD BE REVIEWED. (DECEMBER 7, 2018)

REFERENCES:

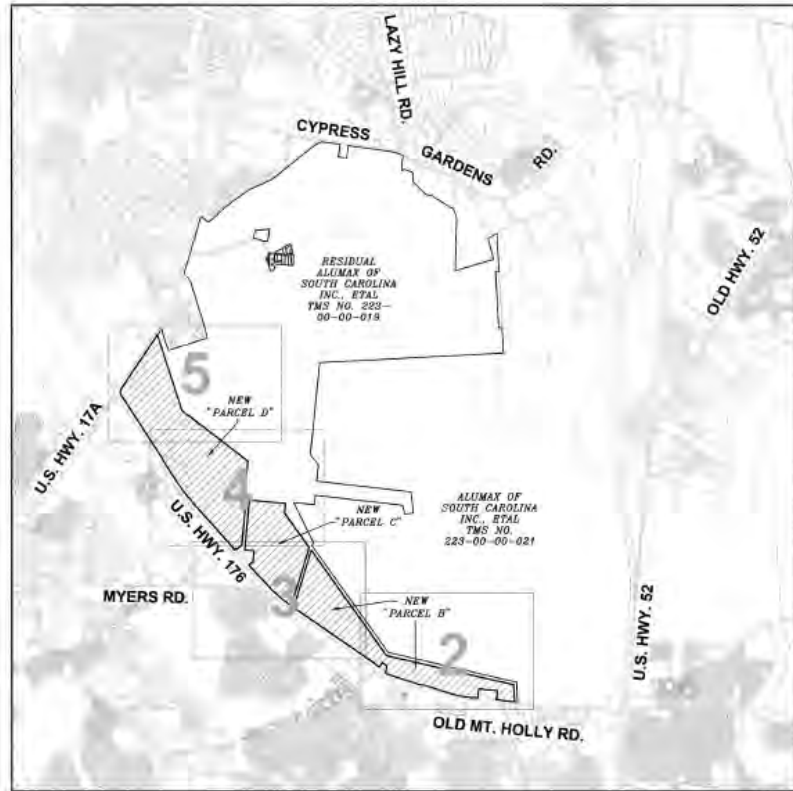
- 1) DEED RECORDED IN DEED BOOK 1847 PAGE 207, BERKELEY COUNTY INC.
- 2) DEED RECORDED IN DEED BOOK 030 PAGE 90, BERKELEY COUNTY INC.
- 3) DEED RECORDED IN DEED BOOK 033 PAGE 200, BERKELEY COUNTY INC.
- 4) DEED RECORDED IN DEED BOOK 033 PAGE 203, BERKELEY COUNTY INC.
- 5) DEED RECORDED IN DEED BOOK 034 PAGE 111, BERKELEY COUNTY INC.
- 6) DEED RECORDED IN DEED BOOK 034 PAGE 108, BERKELEY COUNTY INC.
- 7) DEED RECORDED IN DEED BOOK 034 PAGE 200, BERKELEY COUNTY INC.
- 8) DEED RECORDED IN DEED BOOK 034 PAGE 201, BERKELEY COUNTY INC.
- 9) DEED RECORDED IN DEED BOOK 041 PAGE 10, BERKELEY COUNTY INC.
- 10) DEED RECORDED IN DEED BOOK 041 PAGE 102, BERKELEY COUNTY INC.
- 11) DEED RECORDED IN DEED BOOK 041 PAGE 103, BERKELEY COUNTY INC.
- 12) DEED RECORDED IN DEED BOOK 041 PAGE 104, BERKELEY COUNTY INC.
- 13) DEED RECORDED IN DEED BOOK 041 PAGE 105, BERKELEY COUNTY INC.
- 14) DEED RECORDED IN DEED BOOK 041 PAGE 106, BERKELEY COUNTY INC.
- 15) SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (CKET NO. 8-42)
- 16) SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (CKET NO. 8-42)
- 17) SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (CKET NO. 8-42)
- 18) SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (CKET NO. 8-42)
- 19) SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (CKET NO. 8-42)
- 20) SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (CKET NO. 8-42)
- 21) PLAT BY S.C. PUBLIC SERVICE AUTHORITY, DATED 2/15/1976, RECORDED IN PLAT CABINET E PAGE 207, BERKELEY COUNTY INC.
- 22) PLAT BY JAMES E. METZ, DATED 07/12/1967, RECORDED IN PLAT CABINET F PAGE 210, BERKELEY COUNTY INC.
- 23) PLAT BY GLENNWOOD E. GREGG, DATED 10/03/1968, RECORDED IN PLAT CABINET G PAGE 103, BERKELEY COUNTY INC.
- 24) PLAT BY JAMES H. CLARK, LANE SURVEY, INC., DATED 02/19/2008, RECORDED IN PLAT CABINET M PAGE 170, BERKELEY COUNTY INC.
- 25) PLAT BY HUBBARD ENGINEERING & SURVEYING, INC., DATED 03/17/1997, RECORDED IN PLAT CABINET N PAGE 171, BERKELEY COUNTY INC.
- 26) PLAT BY DAVID R. LEWIS, INC., DATED 12/16/1999, RECORDED IN PLAT CABINET P PAGE 184, BERKELEY COUNTY INC.
- 27) PLAT BY GUYTON S. VANHORN, DATED 11/04/2008, RECORDED IN PLAT CABINET R PAGE 205, BERKELEY COUNTY INC.
- 28) PLAT BY ENGINEERING, SURVEYING & PLANNING, INC., DATED 07/09/1996, RECORDED IN PLAT CABINET S PAGE 206, BERKELEY COUNTY INC.
- 29) PLAT BY ENGINEERING, SURVEYING & PLANNING, INC., DATED 02/02/1998, RECORDED IN PLAT CABINET T PAGE 207, BERKELEY COUNTY INC.
- 30) PLAT BY THOMAS & HUTTON ENGINEERING CO., DATED 09/26/2003, RECORDED IN PLAT CABINET U PAGE 208, BERKELEY COUNTY INC.
- 31) PLAT BY COX & BRIDGES, INC., DATED 08/24/2004, RECORDED IN PLAT CABINET V PAGE 209, BERKELEY COUNTY INC.
- 32) PLAT BY BOBBI GARDNER & ASSOC., INC., DATED AUGUST 1987, RECORDED IN PLAT CABINET W PAGE 210, BERKELEY COUNTY INC.
- 33) PLAT BY CHARLES & MURPHY, INC., DATED 06/18/1978, RECORDED IN PLAT CABINET X PAGE 211, BERKELEY COUNTY INC.
- 34) PLAT BY CHARLES & MURPHY, INC., DATED 11/24/1980, UNKOWN RECORDING INFORMATION.
- 35) PLAT BY ENGINEERING, SURVEYING & PLANNING, INC., REVISION DATE: 06/20/1988, UNKOWN RECORDING INFORMATION.
- 36) PLAT BY CHARLES & MURPHY, INC., DATED APRIL, MAY, 1980, UNKOWN RECORDING INFORMATION.
- 37) PLAT BY THOMAS & HUTTON ENGINEERING CO., DATED 08/24/1983, RECORDED IN PLAT CABINET Y PAGE 212, BERKELEY COUNTY INC.
- 38) PLAT BY H. SUD HILTON, DATED DECEMBER 1988, RECORDED IN PLAT CABINET Z PAGE 213, BERKELEY COUNTY INC.
- 39) PLAT BY H. SUD HILTON, DATED MAY 1975, RECORDED IN PLAT CABINET 1 PAGE 20, BERKELEY COUNTY INC.
- 40) PLAT BY OLIN W. BRADY, REVISION DATE 12/18/1982, RECORDED IN PLAT CABINET 2 PAGE 30, BERKELEY COUNTY INC.
- 41) PLAT BY HENRY J. BROWN, DATED 04/24/1986, RECORDED IN PLAT CABINET 30N PAGE 030, BERKELEY COUNTY INC.
- 42) PLAT BY J.B. SWANSON, DATED FEBRUARY 1937, RECORDED IN PLAT CABINET 3 PAGE 136, BERKELEY COUNTY INC.
- 43) PLAT BY H. SMITH-RICHARDSON, DATED 05/25/1944, RECORDED IN PLAT CABINET 4 PAGE 134, BERKELEY COUNTY INC.
- 44) PLAT BY SEABOARD COAST LINE RAILROAD COMPANY, DATED 07/26/1936, RECORDED IN PLAT CABINET 5 PAGE 134, BERKELEY COUNTY INC.
- 45) PLAT BY G.P.A. PROFESSIONAL LAND SURVEYORS, DATED 12/10/2018, RECORDED IN PLAT INSTRUMENT NO. 223-00-00-018 THROUGH 223-00-00-019, BERKELEY COUNTY INC.

I, JOHANNAN F. BERNIE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF SOUTH CAROLINA, HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF ANNUAL STANDARD SURVEYING FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS THE REQUIREMENTS FOR A CLASS A SURVEY. AS REQUIRED THEREON, ALSO THERE ARE ALL NECESSARY ENDORSEMENTS OF INSURERS OTHER THAN BROWN.

THIS SURVEY IS NOT A FINAL SURVEY. IT IS AN ORIGINAL SURVEYOR'S SEAL. THIS SURVEY HAS BEEN DONE WITHOUT THE BENEFIT OF REVEALING A CURRENT TITLE SEARCH.

WRITTEN BY ORIGINAL SURVEYOR, LICENSE NUMBER AND SEAL THIS 8th DAY OF MAY, 2020.

JOHANNAN F. BERNIE, PLS. 22742



KEY MAP

1 inch = 2000 ft.

XC0316898
PRESENTED & RECORDED
05-18-2020 02:57:21 PM
CYNTHIA FORTE
REGISTERED PROFESSIONAL
SURVEYOR - SOUTH CAROLINA

CORNERS	NORTH	EAST	SOUTH	WEST	BEARING	DIAGONAL	DIAGONAL
C1	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'
C2	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'
C3	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'
C4	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'
C5	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'
C6	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'
C7	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'
C8	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'	129.04'

LINE	BEARING	DISTANCE
L1	S 17°04'47" W	111.42'
L2	N 88°38'15" E	124.02'
L3	S 84°07'04" W	110.18'
L4	N 85°17'38" E	12.85'
L5	S 84°07'04" W	123.97'
L6	N 84°07'04" W	308.02'
L7	S 05°17'04" W	12.85'
L8	S 84°07'04" W	117.83'
L9	N 84°07'04" E	28.52'
L10	N 07°48'24" E	193.96'
L11	N 84°07'04" E	200.00'
L12	S 28°29'48" W	178.44'
L13	N 07°48'24" E	10.37'
L14	N 07°57'23" E	54.78'
L15	S 82°07'23" W	123.04'
L16	N 84°07'04" E	24.86'
L17	N 82°07'23" E	122.88'
L18	S 07°57'23" W	30.00'
L19	N 84°07'04" E	326.21'
L20	S 82°07'23" W	34.36'
L21	N 84°07'04" E	76.70'
L22	N 47°19'24" E	20.00'
L23	N 71°17'37" E	11.00'
L24	N 07°57'23" E	133.02'
L25	N 31°42'48" E	18.17'
L26	N 82°07'23" E	2.86'
L27	N 11°58'19" E	250.71'
L28	S 07°14'23" E	276.62'
L29	N 84°07'04" E	12.86'
L30	N 47°19'24" E	30.64'
L31	N 47°19'24" E	30.00'
L32	N 07°57'23" W	30.42'
L33	S 07°07'24" W	126.83'
L34	N 84°07'04" E	41.62'
L35	S 84°07'04" W	75.08'

- NOTES:**
- 1) AREA WAS DETERMINED BY THE COORDINATE METHOD.
 - 2) DISTANCES SHOWN HEREON ARE HORIZONTAL, UNLESS OTHERWISE INDICATED.
 - 3) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY USED INsofar AS NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY.
 - 4) DISTANCES SHOWN HEREON ARE HORIZONTAL, UNLESS OTHERWISE INDICATED.
 - 5) NO SURVEYING OR ENVIRONMENTAL INVESTIGATION OR SAMPLES WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR ABSENCE OF CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
 - 6) THERE ARE NOT APPLICABLE DOWN OR OTHER LINE LETTERS OR MARKERS ON THIS PROPERTY.
 - 7) NO LAND OR OTHER AREA IS DEDICATED FOR PUBLIC USE BY THIS PLAT, UNLESS A DEDICATION IS OTHERWISE STATED HEREON.
 - 8) BERKELEY COUNTY TMS NO. 223-00-00-071 & 223-00-00-118 & THE PROPERTIES LINE 2000 & 1000 HORIZONTAL DISTANCE.
 - 9) WATER AND SEWER PROVIDED BY SEWER.
 - 10) THE PROPERTIES OF THIS PLAT IS TO ABANDON THE PROPERTY LINE BETWEEN TMS NO. 223-00-00-118 & 223-00-00-019 AND CREATE NEW PARCELS OF "NEW PARCEL C", "NEW PARCEL B", AND "RESIDUAL THE NO. 223-00-00-018".
 - 11) THE ADJACENT BOUNDARIES OF TMS NO. 223-00-00-018 HAS NOT BEEN SURVEYED BY SPA AT THIS TIME.
 - 12) THERE ARE NO EXISTING BUILDINGS OR ACCESSORY STRUCTURES LOCATED WITHIN 40' OF ANY NEW / ADJUSTED PROPERTY LINES BEING CREATED BY THIS PLAT.

RMC AND PLANNING USE ONLY

1250 acres 3 parcels



SCALE
1"=2000'
PLAT NO. INC.
JOB NO. 1915009
DATE 04/16/2020
DRAWN BY
CHECKED BY

SHOWING THE PROPERTY LINE ABANDONMENT BETWEEN "NEW PARCEL C", "NEW PARCEL B", AND "RESIDUAL THE NO. 223-00-00-018" LOCATED IN BERKELEY COUNTY, SOUTH CAROLINA.

PROPERTY LINE ABANDONMENT AND SUBDIVISION PLAT

DATE	1	5
------	---	---



THE CITY OF
GOOSE CREEK
BERKELEY CO. EST. 1961 SO. CAROLINA

Department of Planning and Zoning

Mark Brodeur

DIRECTOR

519 N. GOOSE CREEK BOULEVARD
P.O. DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 797-6220 EXT. 1118
FAX (843) 863-5208

Memorandum

TO: Members of the City Council
FROM: Mark Brodeur, Planning and Zoning
Director
DATE: June 9, 2020
SUBJECT: First Reading of Proposed Annexation and
Concurrent Zone Change Petition

Proposal:

Century Aluminum wishes to annex three separate and distinct parcels that it owns into the City of Goose Creek. As part of the annexation process, the applicant is concurrently processing a proposed zoning of General Commercial. The Council approved a Municipal Code modification last year (2019) which requires a proposed zoning classification to accompany all requests for annexation into the City of Goose Creek.

Background:

Century Aluminum is currently located in Berkeley County. They own a campus of approximately 4750 acres directly contiguous to the City of Goose Creek. Currently, Century Aluminum is petitioning the Council to annex three separate and distinct parcels equaling approximately 622 acres. This acreage is generally located along St. James Avenue (Highway 176). Century Aluminum is requesting to have the three parcels zoned General Commercial upon annexation.

The properties formerly portions of TMS# 223-00-00-019 and TMS# 222-00-00-114 were recently re-platted to show the "Property Line Abandonment and Subdivision Plats". Please see attached plats for review. These portions are currently shown as Parcel B, identified as TMS# 223-00-00-033; Parcel C, identified as TMS# 223-00-00-034; and Parcel D, identified as TMS#223-00-00-035.

Title 5, Chapter 3, Section 5-3-150(3) of the Code of Laws of South Carolina, 1976, as amended, provides for the annexation of any area or property which is contiguous to a city or town by filing a petition with the municipal governing body which is signed by one-hundred percent (100%) or more of the owners owning at least one-hundred percent (100%) of the assessed valuation of the real property in the area requesting annexation.

Discussion:

The addition of over 600 acres of commercial use into the City of Goose Creek is seen as a positive urban planning move in balancing commercial employment uses in a City that is largely zoned for residential development.



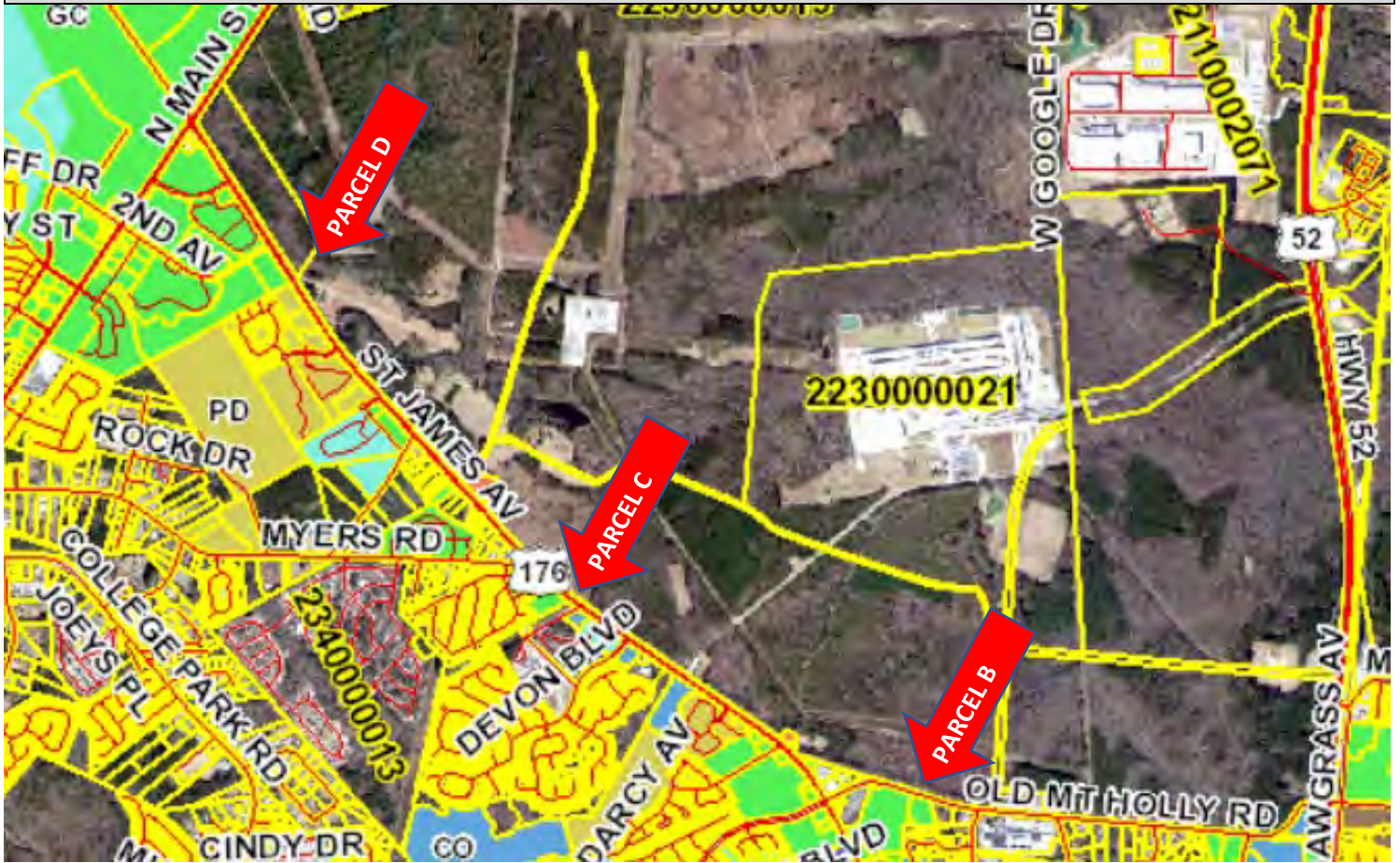
STAFF REPORT FOR THE CITY OF GOOSE CREEK CITY COUNCIL

For reference, the City of Goose Creek Code of Ordinances are available online at
<https://www.cityofgoosecreek.com/government/code-ordinances>

AGENDA ITEM			
APPLICANT:		THOMAS MULLIKIN, CENTURY ALUMINUM	
LOCATION/ADDRESS:		LOCATED APPROXIMATELY 3 MILES ALONG ST. JAMES AVENUE AND OLD MT. HOLLY ROAD	
REQUEST:		ANNEXATION AND ZONING	
SUBJECT PARCEL			
PROPERTY OWNER:		ALUMAX OF SOUTH CAROLINA, INC., ETAL	
TAX MAP NUMBER:		TMS 223-00-00-033, 223-00-00-034, 223-00-00-035	
APPROXIMATE ACREAGE: TOTAL=		PARCEL B=187.57, PARCEL C=128.04, PARCEL D=306.025	
PLAT BOOK & PAGE:		PRESENTED AND RECORDED: 2020016992 ON MAY 18, 2020	
COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION:		COMMERCIAL, RESIDENTIAL, AND BUSINESS DISTRICTS	
Property Zoning to the		Property Uses to the	
North:	GC GENERAL COMMERCIAL	North:	CARNES CROSSROADS COMMERCIAL OVERLAY DISTRICT
South:	PD PLANNED DEVELOPMENT	South:	COBBLESTONE VILLAGE AND CANNON TRACT
East:	HI – BERKELEY COUNTY	East:	HI - BERKELEY COUNTY
West:	GC GENERAL COMMERCIAL	West:	MULTI FAMILY APARTMENT DEVELOPMENTS-CARNES
Anticipated Meeting Schedule			
Body	Meeting Date	Action	
CITY COUNCIL MEETING	JUNE 9, 2020	FIRST READING	
CITY COUNCIL MEETING	JULY 14, 2020	FINAL READING	

City Council Meeting subject to change. Please check the website for up-to-date information.

Zoning Map



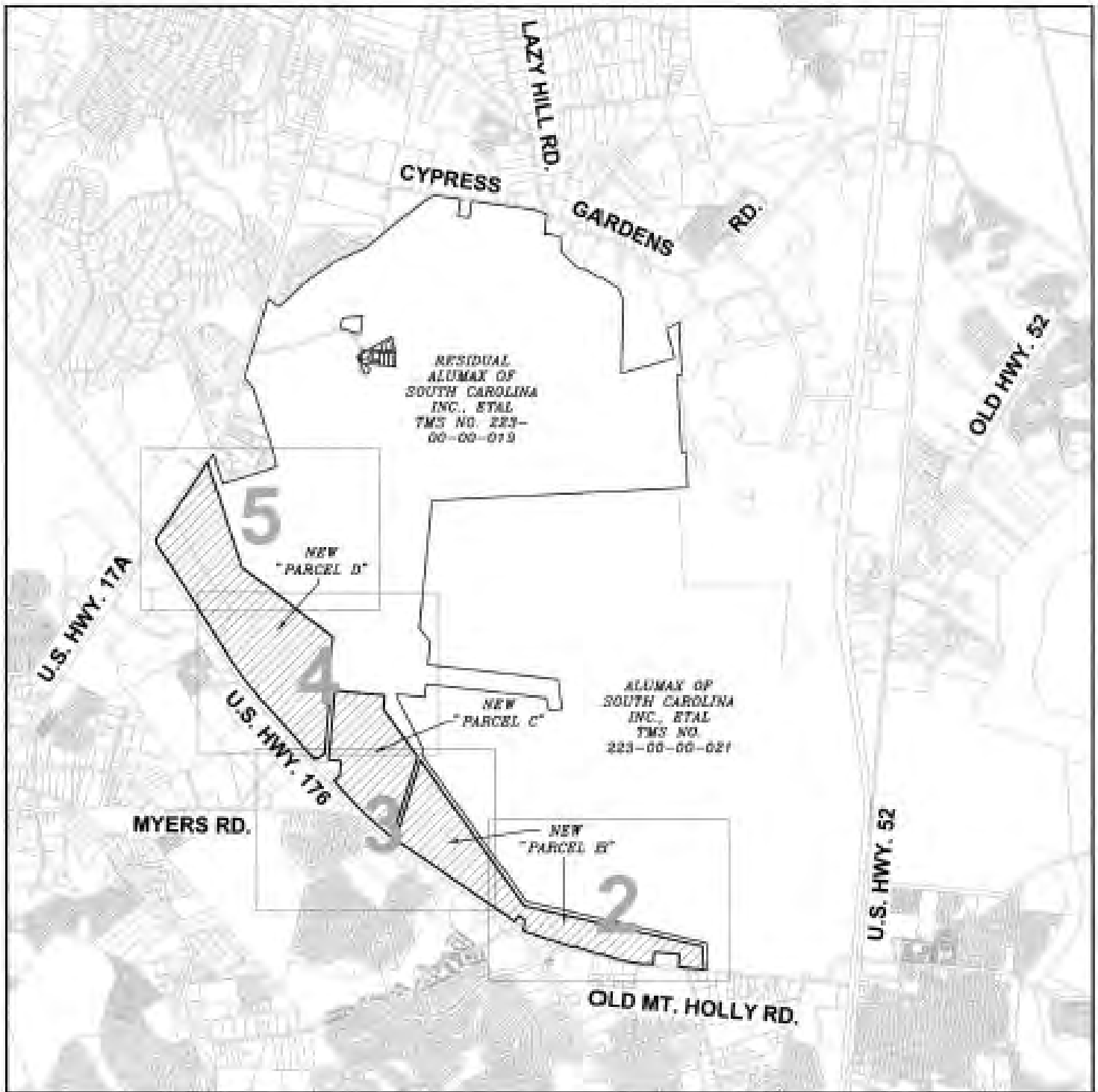
PROPERTIES PORTION OF TMS# 222-00-00-014 & 223-00-00-019

PARCEL "B" DESIGNATED AS TMS#223-00-00-033 = 187.57 ACRES

PARCEL "C" DESIGNATED AS TMS#223-00-00-034 = 128.04 ACRES

PARCEL "D" DESIGNATED AS TMS#223-00-00-035 = 306.03 ACRES

TOTAL 621.64 ACRES

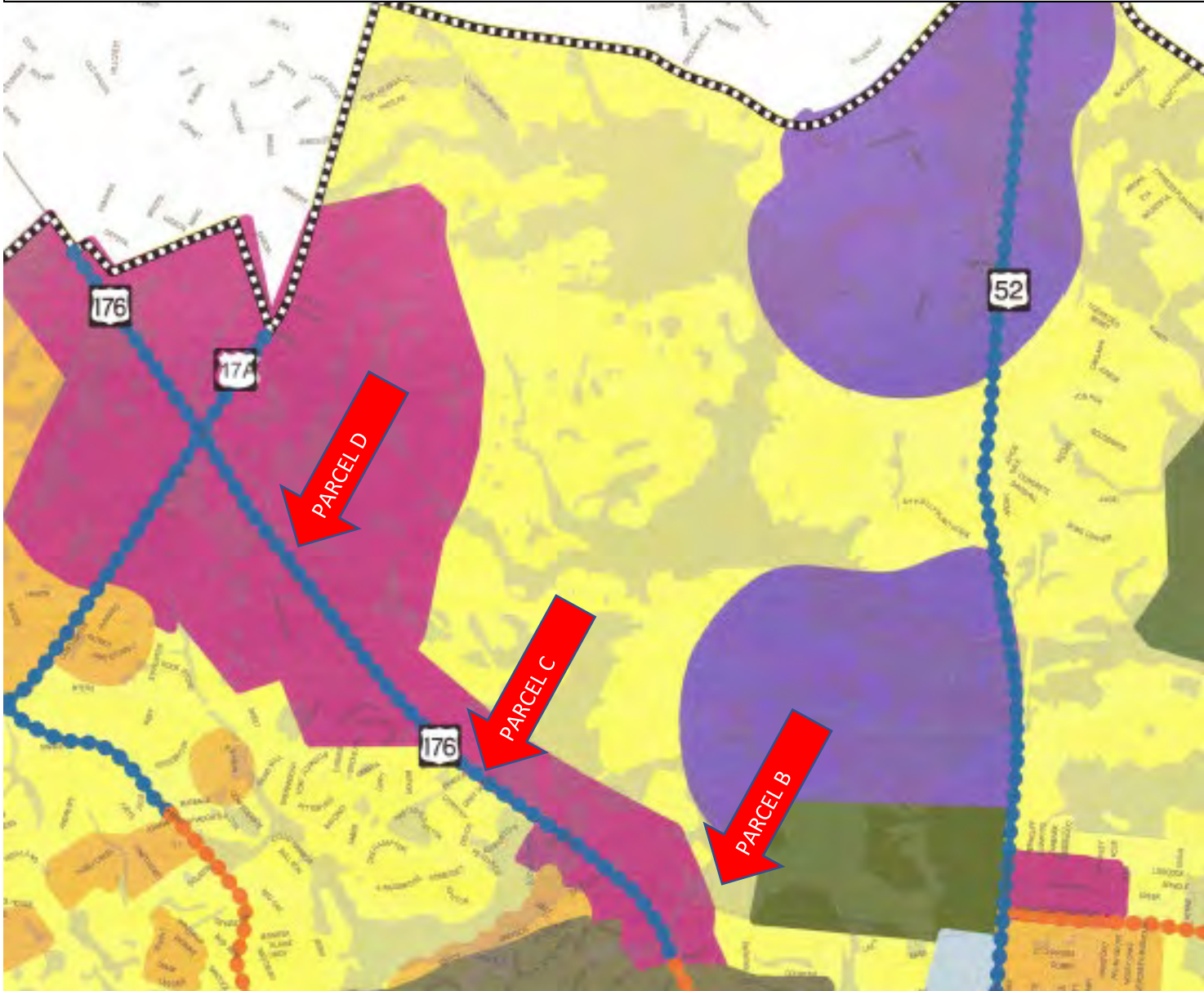


PREPARED FOR
ALUMAX OF
SOUTH CAROLINA, INC.

SHOWING THE PROPERTY LINE ABANDONMENT BETWEEN
TMS NO. 222-00-00-114 & TMS NO. 223-00-00-019
AND THE SUBSEQUENT SUBDIVISION TO CREATE NEW "PARCEL B",
NEW "PARCEL C", NEW "PARCEL D" AND RESIDUAL TMS NO. 223-00-00-019
OWNED BY ALUMAX OF SOUTH CAROLINA, INC., ETAL
LOCATED IN BERKELEY COUNTY, SOUTH CAROLINA

PROPERTY LINE ABANDONMENT AND SUBDIVISION PLAT

COMPREHENSIVE LAND USE MAP WITH PROPERTY LOCATION DESIGNATION

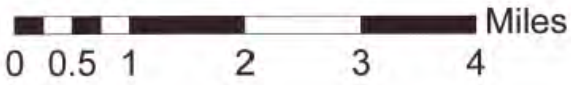


COMPREHENSIVE LAND USE MAP LEGEND

- Future Land Use Districts**
- Commercial District
 - Conservation/Recreation
 - Developed
 - Downtown Mixed Use
 - Employment
 - Institutional
 - Low Density Residential
 - Moderate Density Residential
 - Neighborhood Mixed Use

- Corridors**
- Commercial
 - Limited Access
 - Community Oriented
 - Development Constraints

- Goose Creek Planning Area**
- Goose Creek Planning Area
 - Interstate
 - US Highway
 - SC Highway
 - Local road
 - Lakes & Rivers



Parcel B



CITY OF GOOSE CREEK ANNEXATION APPLICATION



Date: February 11, 2020

REQUESTED ANNEXATION METHOD (CIRCLE ONE): 100% 75% 25%

TMS#: Current TMS# Comprising All Parcels: 233-00-00-021; 233-00-00-019; 222-00-00-114
(see map) Unique TMS# for **Parcel B** to be determined

ADDRESS: TBD

PROPERTY OWNER(S): Century Aluminum of South Carolina, Inc.

CURRENT COUNTY ZONING DISTRICT:
Heavy Industrial

REQUESTED CITY ZONING DISTRICT:
Subject to mutual agreement

TOTAL ACREAGE TO BE ANNEXED:
See attached map

IS THIS PROPERTY VACANT? (CIRCLE ONE) YES NO

IF NOT VACANT, PLEASE DESCRIBE ANY EXISTING BUILDINGS ON THE PROPERTY:

See attached satellite map and structure list

ANNEXATION REQUIREMENTS

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. A letter of intent. 2. A summary of future plans for the property. 3. A copy of the property's deed. | <ol style="list-style-type: none"> 4. Signature authority documentation, if the applicant is not the property owner. 5. An original copy of the Annexation Application. |
|---|---|

Contact Information*

Name (Printed): Thomas S. Mullikin

Telephone: 803-427-5449

Address: 1308 Broad Street, Camden, SC 29020

Signature of Owner/Applicant* Thomas S. Mullikin

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Please return this form and supporting documents to:
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City of Goose Creek
PO Drawer 1768
Goose Creek, SC 29445

For more information please call (843) 797-6220 Ext. 1117

February 11, 2020

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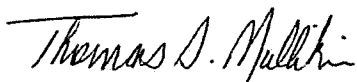
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-To be determined.

Sincerely,

A handwritten signature in cursive script that reads "Thomas S. Mullikin".

Thomas S. Mullikin
Counsel for Century Aluminum of South Carolina, Inc.

February 11, 2020

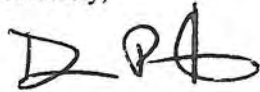
City of Goose Creek
PO Drawer 1768
Goose Creek, SC 29445

RE: Acknowledgement of Thomas S. Mullikin authority to sign annexation applications

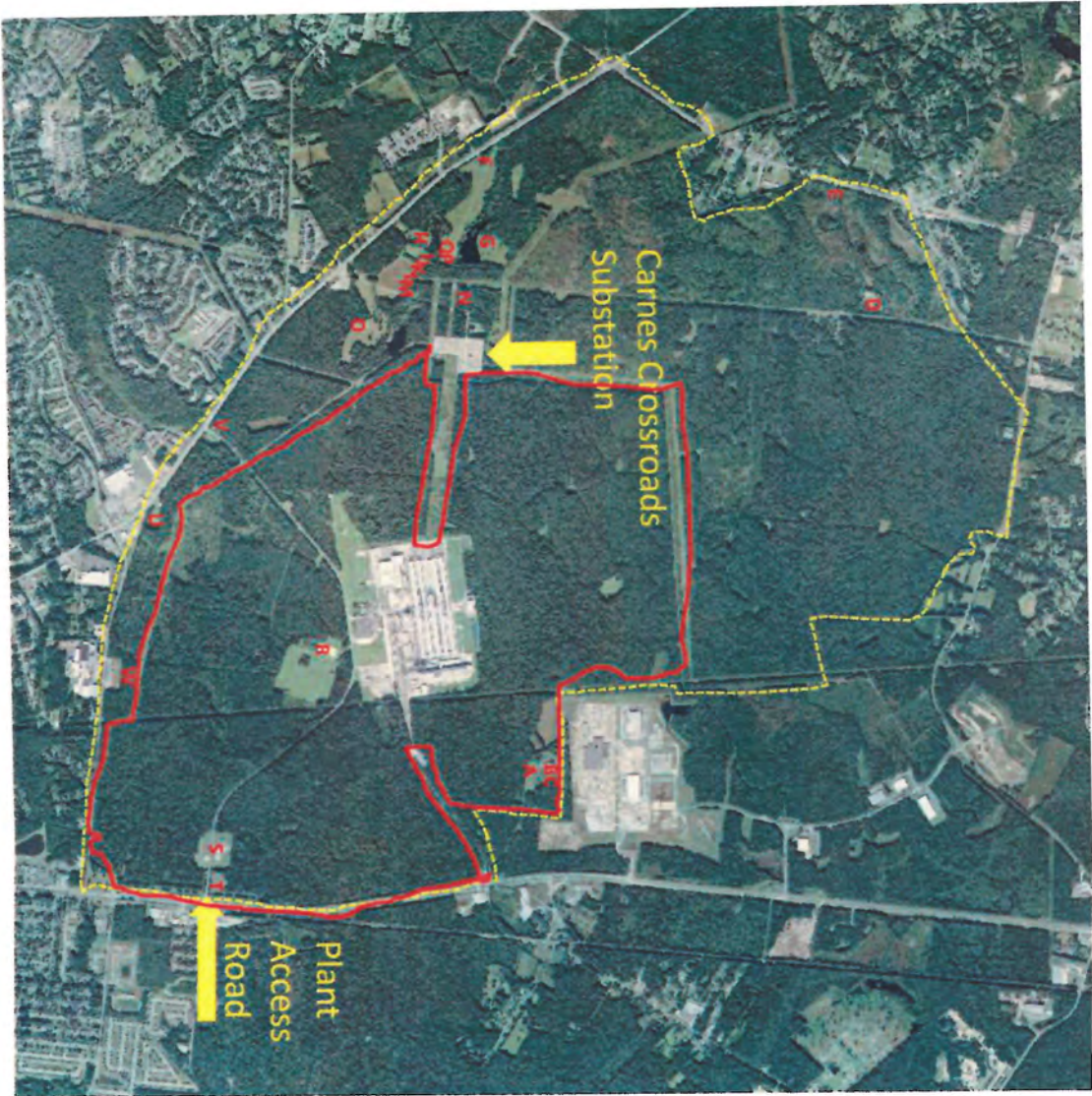
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Sincerely,



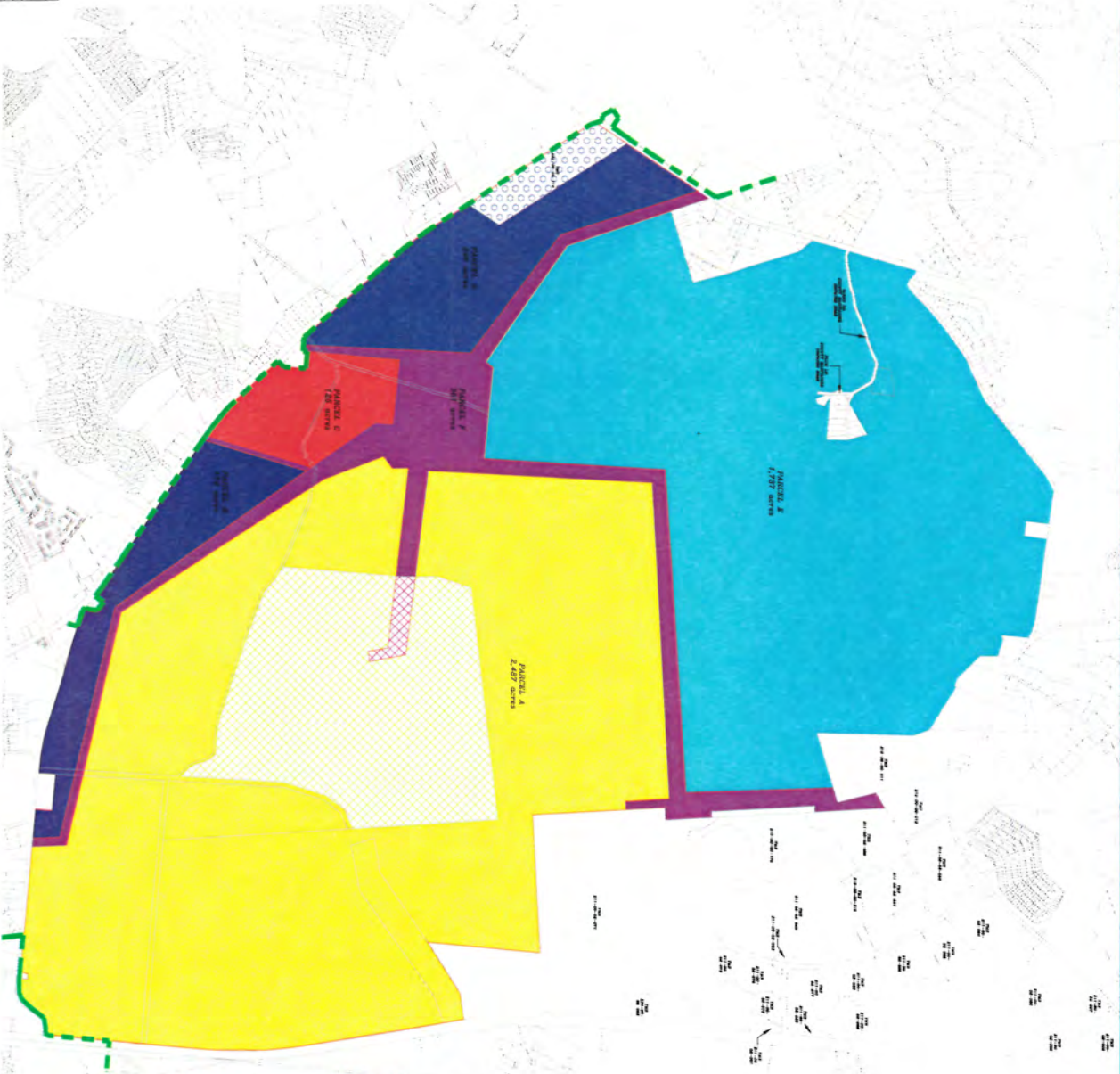
Dennis Harbath
Plant Manager
Century Aluminum of South Carolina, Inc.



<u>Map Legend</u>	<u>Description</u>
A	Assistant Manager's House
B	Old Dairy Sheds (One shed is an old barn, another structure is old feeding line - both unuseable)
C	Old Mobile Home that Deer Biologist (Clemson Univ) Used. Not Useable.
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V	Water Valve house for city water coming in to plant (Backflow preventers, etc.)
W	Leased property to JW Aluminum

THIS IS AN EXHIBIT AND CAN NOT BE USED FOR TRANSFER OF TITLE

PARCEL / M/S NO. (01/13/2020)	MS NO. 221-00-00-021	MS NO. 223-00-00-019	MS NO. 222-00-00-114
A	A	A	D
B	B	B	B
C	C	C	C
D	D	D	D



Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Parcel F
Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Parcel F
Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Parcel F
Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Parcel F
Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Parcel F
Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Parcel F
Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Parcel F
Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Parcel F
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Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Parcel F

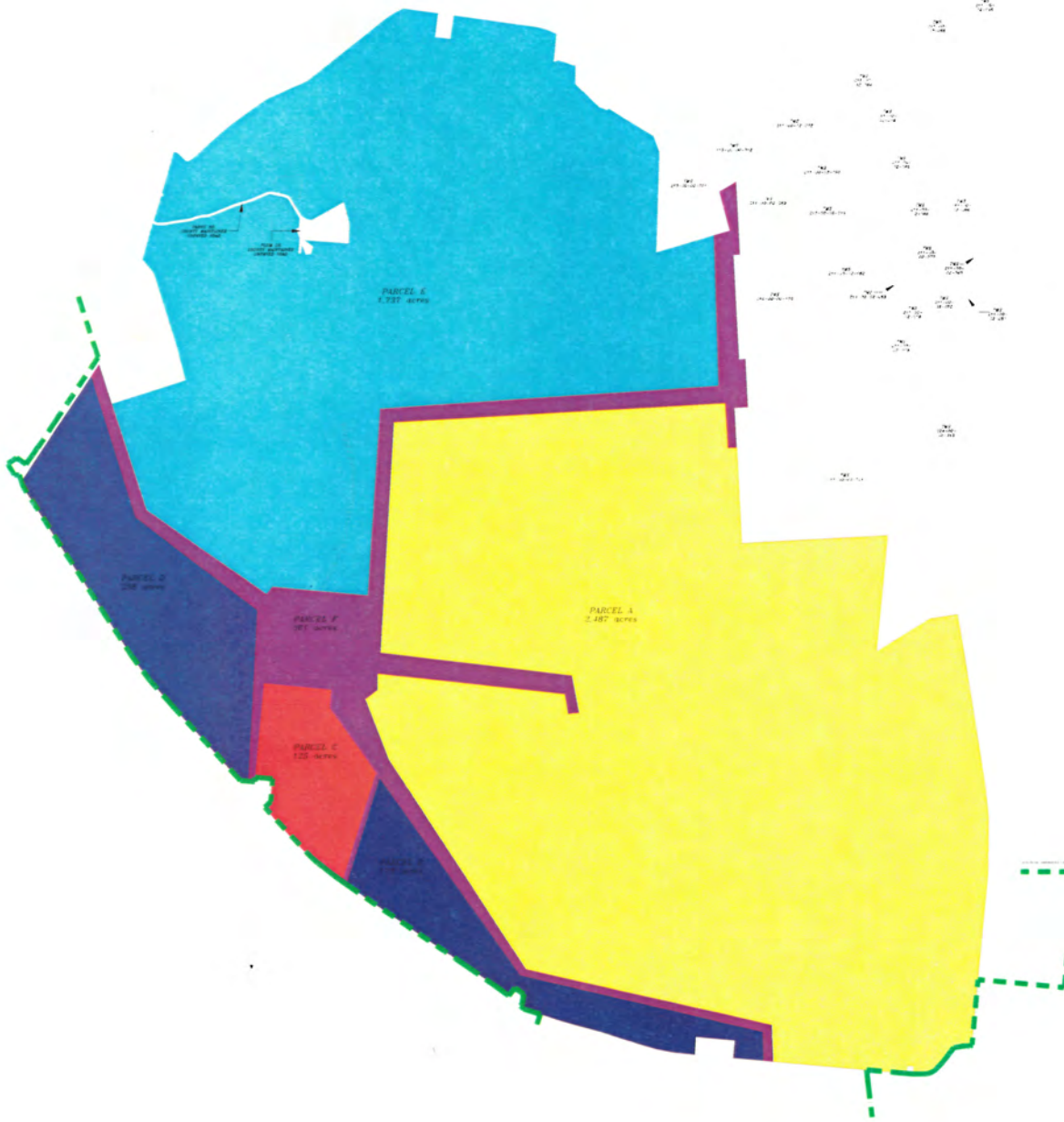


PREPARED FOR:
SECURITY LIAISON

PROPOSED PROPERTY OVERALL LINE EXHIBIT

DATE: 01/13/2020
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

GPA
 Geomatics & Planning Associates
 10000 ...
 ...
 ...



Parcel C



CITY OF GOOSE CREEK
ANNEXATION APPLICATION



Date: February 11, 2020

REQUESTED ANNEXATION METHOD (CIRCLE ONE): 100% 75% 25%

TMS#: Current TMS# Comprising All Parcels: 233-00-00-021; 233-00-00-019; 222-00-00-114
 (see map) Unique TMS# for Parcel C to be determined

ADDRESS: TBD

PROPERTY OWNER(S): Century Aluminum of South Carolina, Inc.

CURRENT COUNTY ZONING DISTRICT: Heavy Industrial REQUESTED CITY ZONING DISTRICT: Subject to mutual agreement

TOTAL ACREAGE TO BE ANNEXED: See attached map

IS THIS PROPERTY VACANT? (CIRCLE ONE) YES NO

IF NOT VACANT, PLEASE DESCRIBE ANY EXISTING BUILDINGS ON THE PROPERTY:
 See attached satellite map and structure list

ANNEXATION REQUIREMENTS

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2. A summary of future plans for the property.
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Name (Printed): Thomas S. Mullikin Telephone: 803-427-5449

Address: 1308 Broad Street, Camden, SC 29020

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 Frank Johnson, Annexation Coordinator
 City of Goose Creek
 PO Drawer 1768
 Goose Creek, SC 29445

For more information please call (843) 797-6220 Ext. 1117

February 11, 2020

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PO Drawer 1768
Goose Creek, SC 29445

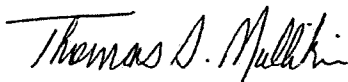
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Thomas S. Mullikin
Counsel for Century Aluminum of South Carolina, Inc.

February 11, 2020

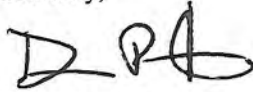
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PO Drawer 1768
Goose Creek, SC 29445

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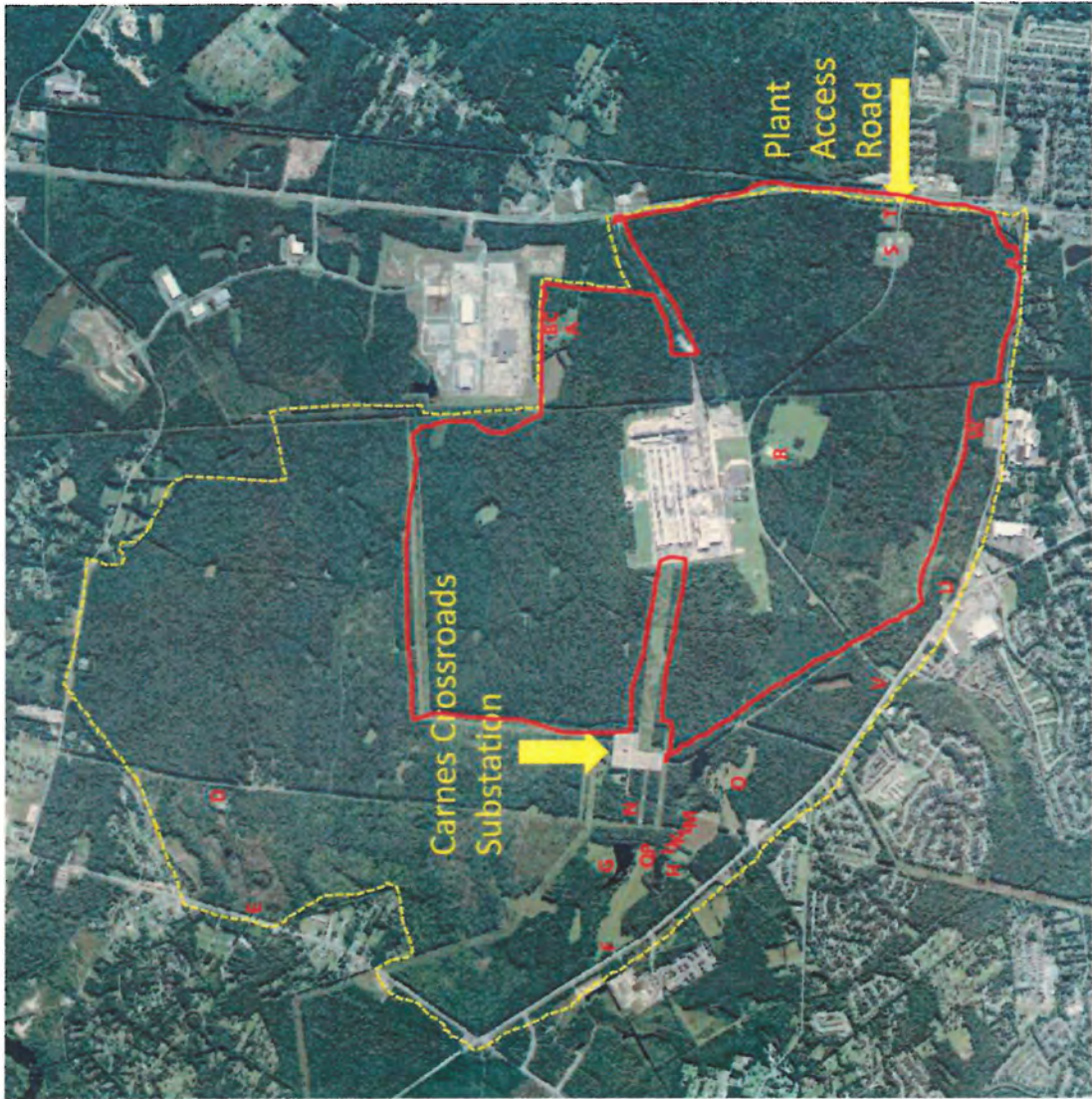
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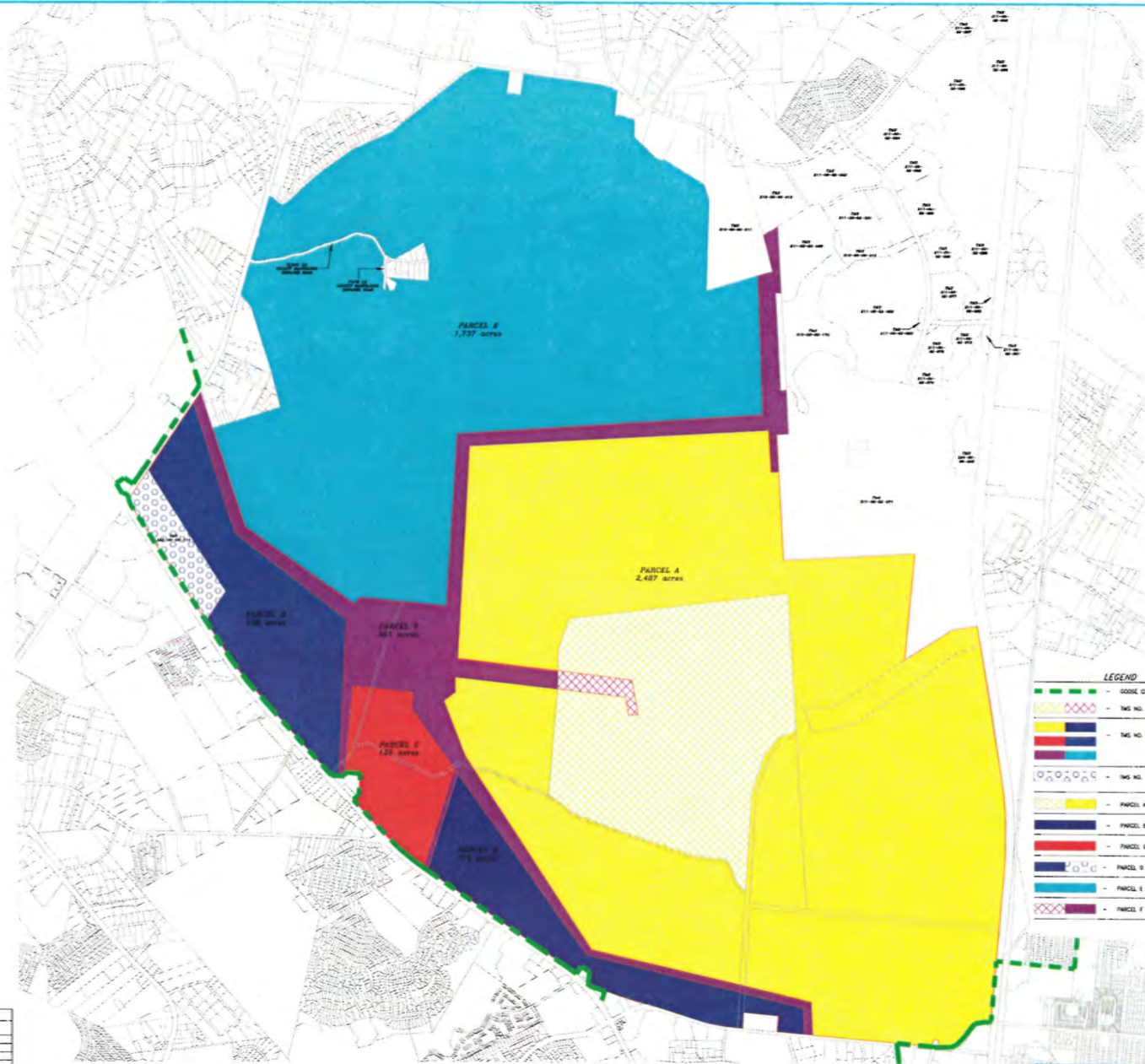


Dennis Harbath
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Century Aluminum of South Carolina, Inc.



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GPA
 GEORGETIA PLANNING AND APPRAISAL
 200 PHILIP BAILEY DRIVE
 CHARLOTTE, NC 28203-3800
 PHONE: 704.375.1100
 FAX: 704.375.1101
 WWW.GEORGETIA.COM

DATE: 07/13/2020
 FILE NO.: PL-20-00114
 JOB NO.: 190308
 DWT: PL/GEORGETIA
 DRAWN BY: JCE
 CHECKED BY: JBT

PROPOSED PROPERTY OVERALL LINE EXHIBIT

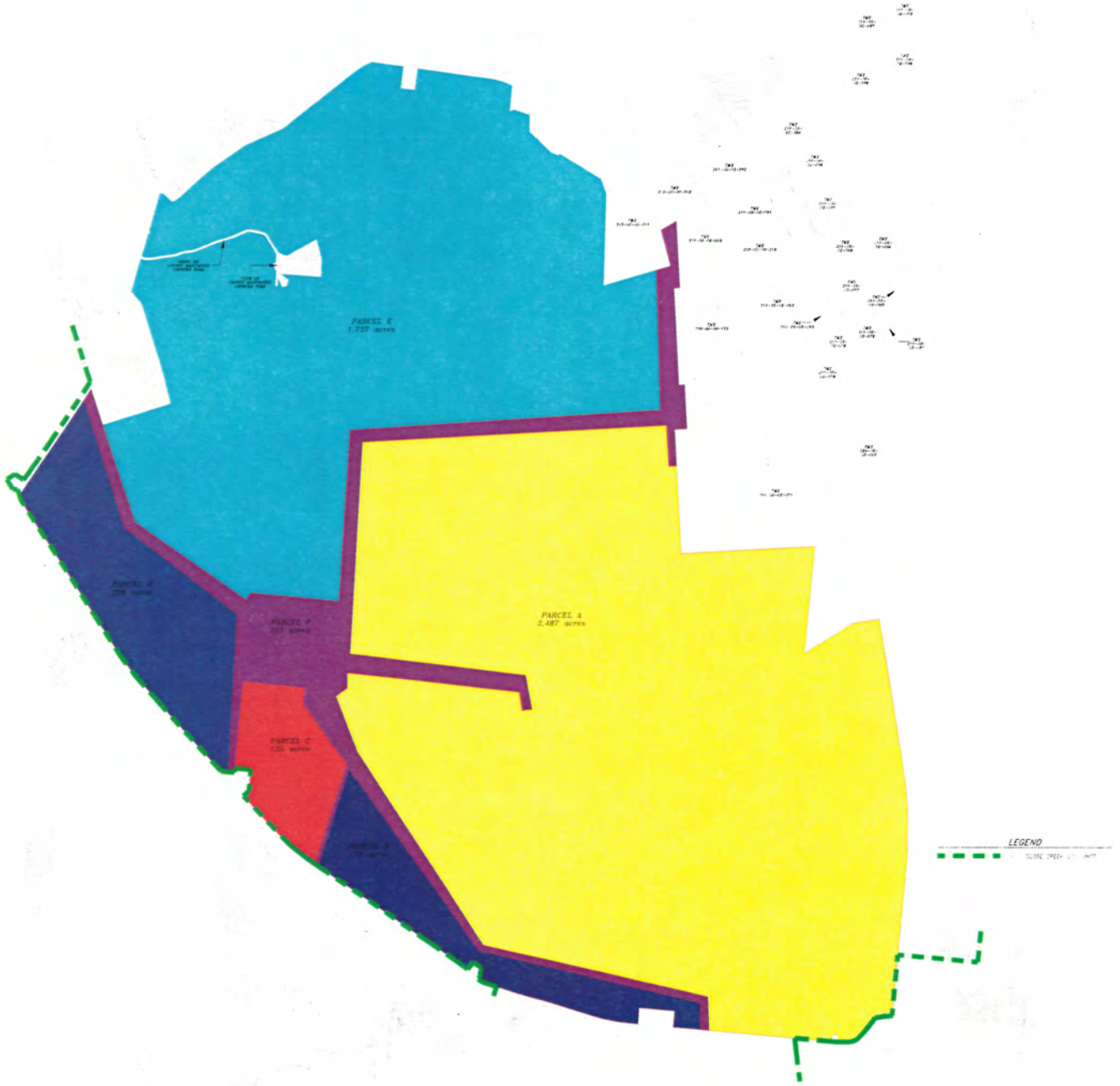
PARCEL / TMS NO. (01/13/2020)		
TMS NO. 223-00-00-021	TMS NO. 223-00-00-019	TMS NO. 222-00-00-114
A	B	D
F	C	
	E	
	F	



- LEGEND**
- - - GREEN DASHED LINE - GOOSE CREEK CITY LIMITS
 - - - YELLOW DIAGONAL HATCH - TMS NO. 223-00-00-021
 - - - RED, DARK BLUE, PURPLE - TMS NO. 223-00-00-019
 - - - LIGHT BLUE, DARK BLUE, PURPLE - TMS NO. 222-00-00-114
 - - - YELLOW - PARCEL A
 - - - DARK BLUE - PARCEL B
 - - - RED - PARCEL C
 - - - DARK BLUE WITH GRID - PARCEL D
 - - - LIGHT BLUE - PARCEL E
 - - - PURPLE - PARCEL F

DATE	REVISION	BY

CDP 170 EXHIBIT 01/06 2010



Parcel D



CITY OF GOOSE CREEK
ANNEXATION APPLICATION



Date: February 11, 2020

REQUESTED ANNEXATION METHOD (CIRCLE ONE): 100% 75% 25%

TMS#: Current TMS# Comprising All Parcels: 233-00-00-021; 233-00-00-019; 222-00-00-114
 (see map) Unique TMS# for Parcel D to be determined

ADDRESS: TBD

PROPERTY OWNER(S): Century Aluminum of South Carolina, Inc.

CURRENT COUNTY ZONING DISTRICT:
 Heavy Industrial

REQUESTED CITY ZONING DISTRICT:
 Subject to mutual agreement

TOTAL ACREAGE TO BE ANNEXED:
 See attached map

IS THIS PROPERTY VACANT? (CIRCLE ONE) YES NO

IF NOT VACANT, PLEASE DESCRIBE ANY EXISTING BUILDINGS ON THE PROPERTY:

See attached satellite map and structure list

ANNEXATION REQUIREMENTS

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Telephone: 803-427-5449

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February 11, 2020

City of Goose Creek
PO Drawer 1768
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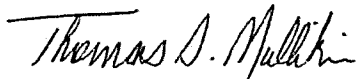
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Counsel for Century Aluminum of South Carolina, Inc.

February 11, 2020

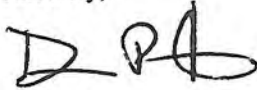
City of Goose Creek
PO Drawer 1768
Goose Creek, SC 29445

RE: Acknowledgement of Thomas S. Mullikin authority to sign annexation applications

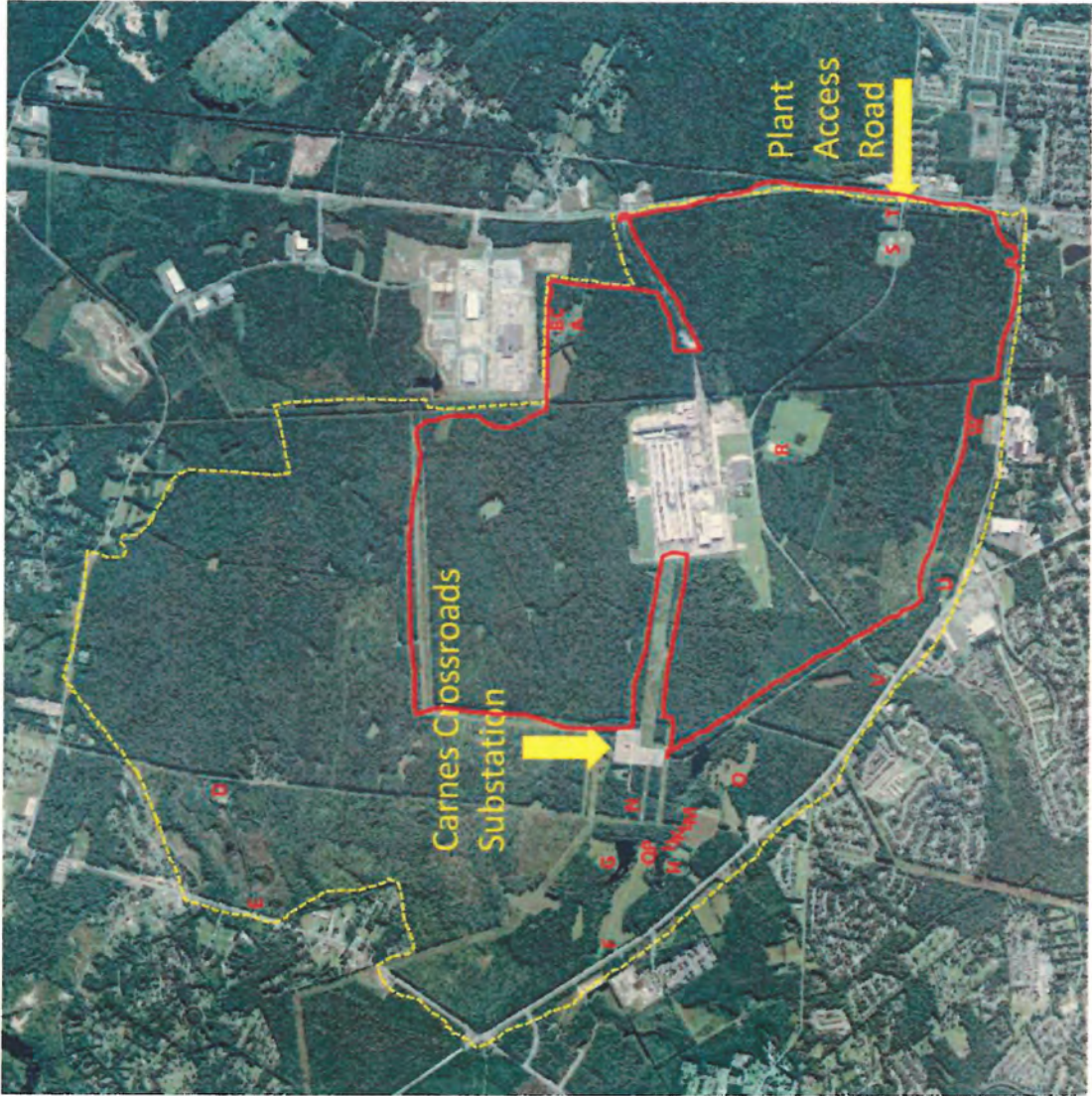
Dear Sir or Madam:

Century Aluminum of South Carolina, Inc. hereby acknowledges that its counsel, Thomas S. Mullikin, Esq., is authorized to sign all annexation applications on its behalf that are submitted to the City of Goose Creek.

Sincerely,



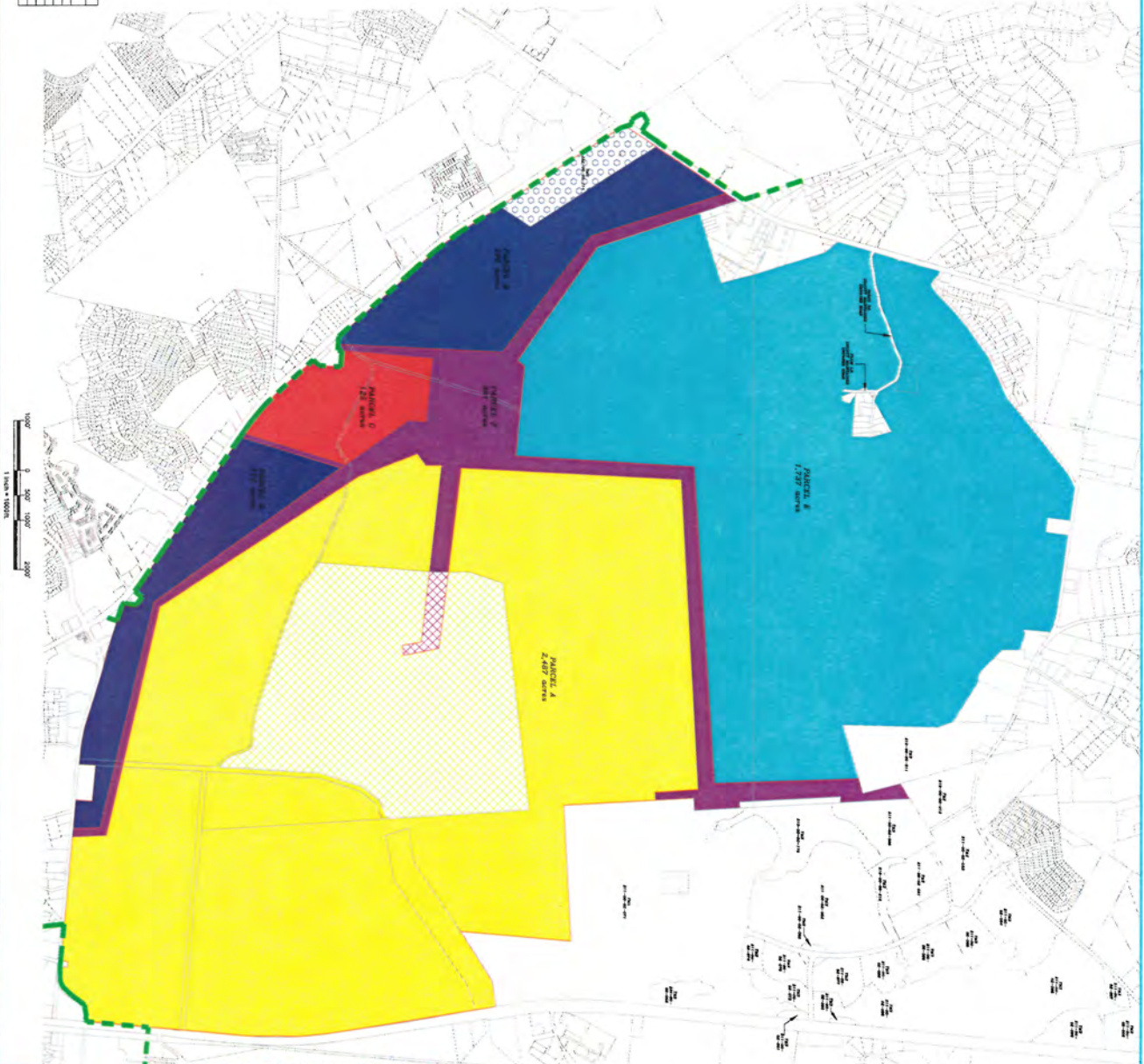
Dennis Harbath
Plant Manager
Century Aluminum of South Carolina, Inc.



Map Legend	Description
A	Assistant Manager's House
B	Old Dairy Sheds (One shed is an old barn, another structure is old feeding line - both unuseable)
C	Old Mobile Home that Deer Biologist (Clemson Univ) Used. Not Useable.
D	Gun Range Currently Used/Administrated by CHS Police
E	Cell Tower (see Christy Quatacker concerning lease negotiation)
F	Plantation Caretaker's House -currently vacated
G	Lodge (Old hunting lodge occasionally used for meetings & events. Has Kitchen, Glassed-in Porch, Fireplace, Tandem bathrooms)
H	Plantation Manager's Residence
I	Equipment Shed - Powered, No HVAC, Constructed of Metal
J	Plantation Office - Fireplace, bathroom, Computer, etc.
K	Old Dog Kennel - Window AC
L	Equipment Shed - 3 Sides, Open on Front, Enclosed Utility Room, Powered, No Bathrooms
M	Plantation Caretaker Breakroom w/ Kitchen
N	Pole Shed - No power, tractor storage
O	Well house (still functional) at recreational area used historically for company picnics
P	Equipment Shed (Has power, but mainly used now for trailers, misc equipment)
Q	Wood Shop (HVAC, no bathroom, contains wood working equipment, welder for work on discs, bushhogs, etc)
R	Spray Field Pump Station Building
S	Men's (North) and Women's (South) Baseball Fields, Powered Lights, Bleachers and Basketball Courts
T	Air Monitoring Station (Environmental Surveillance) at Highway 52 Entrance to Plant
U	Air Monitoring Station (Environmental Surveillance) beside Goose Creek City Water Tower Across from Wal-Mart
V	Water Valve house for city water coming in to plant (Backflow preventers, etc.)
W	Leased property to JW Aluminum

THIS IS AN EXHIBIT AND CAN NOT BE USED FOR TRANSFER OF TITLE

PARCEL / IWS NO. (07/13/2020)	IWS NO. 223-00-00-021	IWS NO. 223-00-00-019	IWS NO. 223-00-00-114
	A	B	C
	D	E	F
	G	H	I

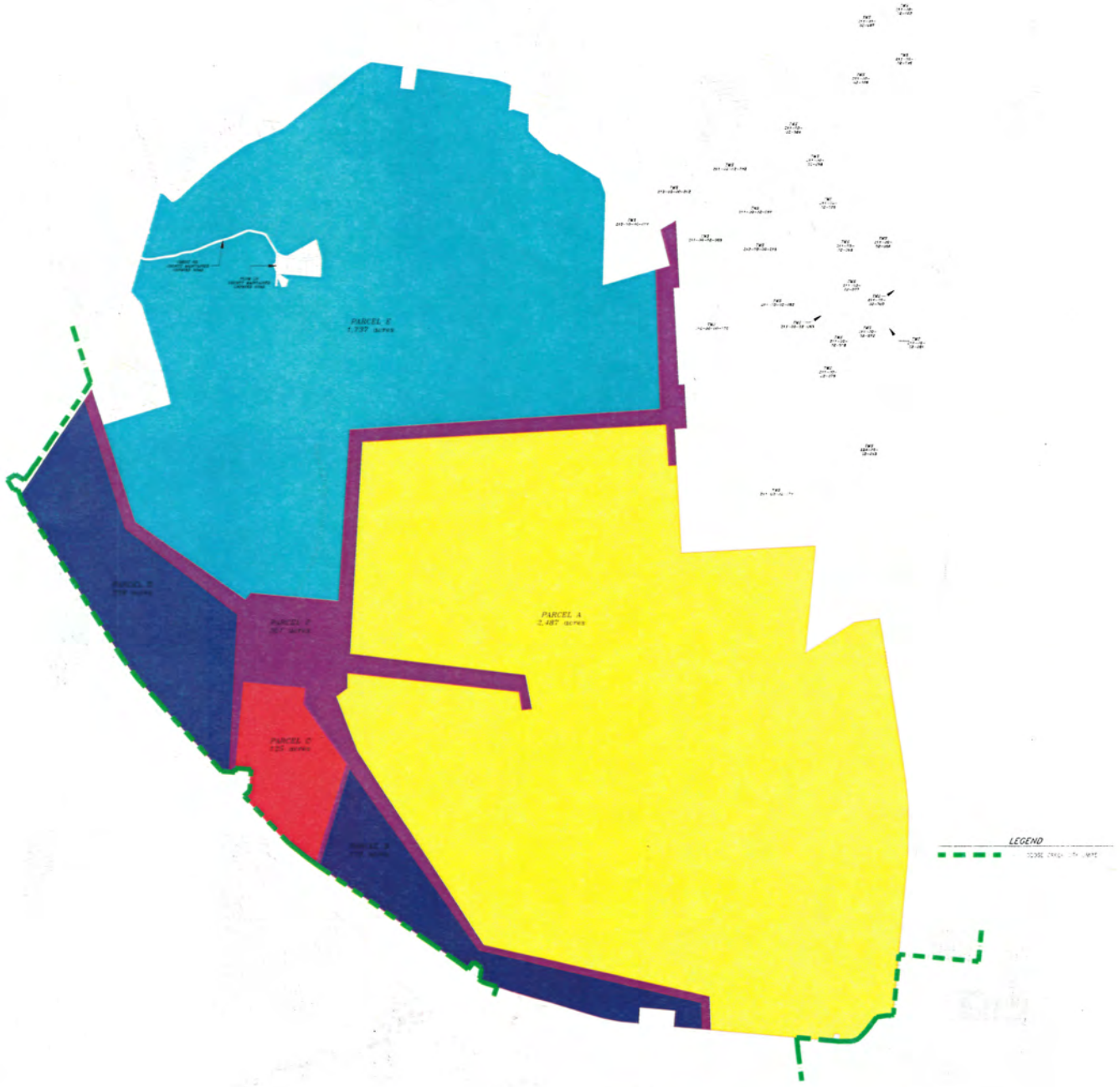


Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Parcel F	Parcel G	Parcel H	Parcel I
Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Parcel F	Parcel G	Parcel H	Parcel I
Parcel A	Parcel B	Parcel C	Parcel D	Parcel E	Parcel F	Parcel G	Parcel H	Parcel I



GPA Inc

EXHIBIT 01-06 2020



5

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY) TITLE TO REAL ESTATE

WHEREAS, the property described on Exhibit A (the "Property") is presently owned 50.333% by Alumax of South Carolina, Inc., a Delaware corporation, 26.667% by Berkeley Aluminum, Inc., a Delaware corporation, and 23.000% by Xstrata Aluminum Corporation, a Delaware corporation, formerly known as Sudelektra Aluminum Corporation, successor by merger to Glencore Primary Aluminum Company, LLC; and

WHEREAS, Xstrata Aluminum Corporation ("Grantor") desires to transfer its entire 23.00% interest in the Property to Berkeley Aluminum, Inc. ("Grantee") so that after the conveyance, the Property shall be owned 50.333% by Alumax of South Carolina, Inc. and 49.667% by Berkeley Aluminum, Inc.; and

WHEREAS, the Board of Directors of Xstrata Aluminum Corporation has duly authorized the execution and delivery by the undersigned officer(s) of the within Deed to Berkeley Aluminum, Inc.;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT Xstrata Aluminum Corporation, in consideration of the sum of FIVE AND NO/100 DOLLARS and other valuable consideration, to it in hand paid at and before the sealing of these presents by Berkeley Aluminum, Inc., the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said Berkeley Aluminum, Inc., its successors and assigns:

A 23.00% undivided interest in the real property and improvements thereon located in Berkeley County, State of South Carolina, more fully described on the attached Exhibit A, SAVING AND EXCEPTING the real property and improvements thereon more fully described on the attached Exhibit B.

00344240.
WDS7: WY 296183.1

FILED, RECORDED, INDEXED
04/10/2000 12:37:26PM
Rec Fee: 53.00 St Fee: 24444.80
Co Fee: 10358.70 Pages: 47
Issued to: BUIST LAW FIRM
Register of Deeds Berkeley Co. SC
Cynthia B. Forte

The Property is transferred subject to all matters of public record as of the date hereof, including without limitation those matters more fully described on the attached Exhibit C (the "Permitted Exceptions").

GRANTEE'S ADDRESS: Berkeley Aluminum, Inc.
c/o Century Aluminum Company
2511 Garden Road
Building A, Suite 200
Monterey, California 93490

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.


TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, its successors and assigns forever.


AND, subject to the Permitted Exceptions, Grantor does hereby bind itself and its successors to warrant and forever defend, all and singular the said Premises unto the said Grantee, its successors and assigns, against Grantor and its successors, lawfully claiming, or to claim the same or any part thereof.

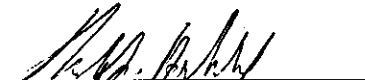
WITNESS its Hand and Seal, this 6th day of April, 2000.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

XSTRATA ALUMINUM CORPORATION,
a Delaware corporation, formerly known as
Sudelektra Aluminum Corporation, successor
by merger to Glencore Primary Aluminum
Company, LLC


Witness

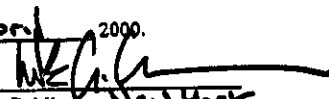
By: 
Name: Eugene H. Cronin
Title: Authorized Person


Witness

STATE OF New York)
COUNTY OF New York) SS.:

I, LUKE G. GARDNER, a Notary Public in and for said County and State, on this date personally appeared Eugene M. Corin known personally to me to be the person and officer whose name is subscribed to the foregoing instrument as the Authorized Person of Xatrata Aluminum Corporation, a Delaware corporation, formerly known as Sudelektra Aluminum Corporation, successor by merger to Glencore Primary Aluminum Company, LLC, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said corporation.

Witness my hand and seal this 6th day of April, 2000.


Notary Public for New York
My Commission Expires: _____

LUKE G. GARDNER
Notary Public, State of New York
No. 02GA6022928
Qualified in New York County
Commission Expires April 12, 2001

EXHIBIT "A"**TRACT "A"**

(1450.83 acres)

ALL that certain piece, parcel or tract of land situate, lying and being in Berkeley County, South Carolina containing One Thousand Four Hundred Fifty and 83/100 (1,450.83) Acres more or less as is more particularly shown on a plat thereof entitled "PLAT OF TRACT 'A' TO BE CONVEYED TO ALUMAX OF SOUTH CAROLINA, INC. BY THE TRUSTEES UNDER THE WILL OF H. SMITH RICHARDSON, BERKELEY COUNTY, SOUTH CAROLINA" surveyed by Cummings & McCrady, Inc., and dated August 15, 1978, said plat recorded August 18, 1978, in the Office of the Clerk of Court for Berkeley County in the File Cabinet.

SAID tract being more particularly described according to said plat as follows:

BEGINNING at a point on the Northwest corner of the intersection of South Carolina Highway 45 and U. S. Highway 52, being point A, the POINT OF BEGINNING. Thence North 6° 14' 09" East a distance of 3,214.89 feet along the western right-of-way of Highway 52 to point B; thence South 83° 25' 09" West a distance of 1,747.81 feet to point C; thence North 40° 16' 15" West a distance of 3,605.55 feet to point D; thence North 6° 34' 51" West a distance of 958.27 feet to point E; thence North 76° 15' 59" East a distance of 1,128.12 feet to point F; thence North 58° 45' 08" East a distance of 2,706.98 feet to point G; thence North 82° 29' 55" East a distance of 421.14 feet to point H, said point being on the Western right-of-way of U. S. Highway 52; thence North 7° 27' 15" West a distance of 500 feet along the western right-of-way of U. S. Highway 52 to point I; thence South 82° 29' 55" West a distance of 526.68 feet to point J; thence South 58° 45' 08" West a distance of 2,735.09 feet to point K; thence South 76° 15' 59" West a distance of 988.35 feet to point L; thence North 06° 34' 51" West a distance of 2,537.81 feet to point M; thence South 83° 25' 09" West a distance of 5,500 feet to point N; thence South 6° 34' 51" East a distance of 1,900 feet to point O; thence North 71° 48' 21" West a distance of 1,431.78 feet to point P; thence North 6° 34' 51" West a distance of 1,600 feet to point Q; thence South 83° 25' 09" West a distance of 1,800 feet to point R; thence South 6° 34' 51" East a distance of 900 feet to point S; thence South 83° 25' 09" West a distance of 652.63 feet to Point T, said point being on the Western boundary of the South Carolina Public Service Authority right-of-way; thence South 6° 15' 10" West a distance of 430.65 feet along the Western Boundary of a South Carolina Public Service Authority right-of-way to Point U; thence South 75° 32' 36" East a distance of 4,123.10 feet to point V; thence South 06° 34' 51" East a distance of 2,500 feet to point W; thence South 83° 25' 09" West a distance of 2,493.92 feet to point X, said point being on the Northern right-of-way of S. C. Highway 176; thence South 54° 20' 15" East a distance of 3,375.24 feet along the Northern right-of-way of S. C. Highway 176 to point Y; thence along a curve, said curve being on the Northern right-of-way of Highway 176 a distance of 392.34 feet, said distance being a radius of 2,914.79 feet to point Z; thence South 58° 24' 15" East a distance of 195.06 feet along the Northern right-of-way of Highway 176 to point AA. Point AA being on the Northern right-of-way of South Carolina Highway #45; thence South 71° 09' 55" East a distance of 1,184.72 feet to point BB; thence North 6° 34' 51" West a distance of 547.27 feet to point CC; thence North 83° 25' 09" East a distance of 4,000 feet to point DD; thence South 6° 34' 51" East a distance of 1,808.96 feet to point EE, said point being on the Northern right-of-way of S. C. Highway 45; thence South 83° 43' 35" East a distance of 2,044.43 feet along the Northern right-of-way of S. C. Highway 45 to point FF; thence North 32° 39' 29" East a distance of 118.25 feet to point GG; thence North 37° 42' 57" West a distance of 356.23 feet to point HH; thence North 36° 28' 17" East a distance of 310.28 feet to point II; thence North 38° 20' 43" West a distance of 1,361.68 feet to point JJ; thence North 24° 48' 47" East a distance of 687.22 feet to point KK; thence South 38° 18' 51" East a distance of 1,952.92 feet to point LL; thence South 32° 39' 29" West a distance of 960.42 feet to point MM, said point being on the Northern right-of-way of S. C. Highway

45; thence South 83° 43' 35" East a distance of 900.78 feet along said Northern right-of-way of S. C. Highway 45 to point A, being the POINT OF BEGINNING.

Said property having been conveyed to Alumax of South Carolina, Inc. by the Trustees Under the Will of H. Smith Richardson by deed dated August 17, 1978, recorded August 18, 1978, in the office of the Clerk of Court for Berkeley County in Book A-360 at page 166.

TMS# 223-00-00-019
TMS# 223-00-00-021

ALSO

TRACTS "B-1", "B-2", "B-3", "B-4", AND "B-5"

ALL those certain pieces, parcels or tracts of land, situate, lying and being in Berkeley County, South Carolina, referred to as "B-1," "B-2," "B-3," "B-4," and "B-5," containing a total of 445.89 acres more or less, all as are more particularly shown on a plat thereof entitled "PLAT OF TRACTS 'A', 'B-1', 'B-2', 'B-3', 'B-4' AND 'B-5' TO BE CONVEYED TO ALUMAX OF SOUTH CAROLINA, INC. BY THE TRUSTEES UNDER THE WILL OF H. SMITH RICHARDSON, BERKELEY COUNTY, SOUTH CAROLINA" surveyed by Cummings & McCrady, Inc., and dated January 15, 1979, said plat recorded January 31, 1979, in the R. M. C. Office for Berkeley County in the Plat File Cabinet.

SAID TRACTS, "B-1," "B-2," "B-3," "B-4" and "B-5", being more particularly described according to said plat as follows:

TRACT "B-1"

(105.30 Acres)

BEGINNING at a point identified as Point Q on the Plat of Tract "A", previously conveyed to Alumax of South Carolina, Inc., said point being the POINT OF BEGINNING; thence North 6° 34' 51" West a distance of 498.59 feet to Point NN; thence North 6° 35' 37" East a distance of 3,080.18 feet to Point OO; thence North 87° 47' 28" East a distance of 6,380.13 feet to Point PP, said point being on the Western boundary of an existing 100 foot South Carolina Public Service Authority right-of-way; thence North 2° 12' 29" West a distance of 270.00 feet along the western boundary of the South Carolina Public Service Authority right-of-way to Point QQ; thence South 87° 47' 28" West a distance of 6,611.54 feet to a Point RR; thence South 6° 35' 37" West a distance of 3,167.94 feet to Point SS; thence South 83° 25' 09" West a distance of 1,857.98 feet to Point TT, said point being on the western boundary of an existing 125 foot South Carolina Public Service Authority right-of-way; thence South 6° 15' 10" West a distance of 1,640.99 feet along the western boundary of the South Carolina Public Service Authority right-of-way to Point T, said point being located on the boundary of Tract "A"; thence North 83° 25' 09" East a distance of 652.63 feet along the boundary of Tract "A" to Point S; thence North 6° 34' 51" West a distance of 900.00 feet along the boundary of Tract "A" to Point R; thence North 83° 25' 09" East a distance of 1,800.00 feet along the boundary of Tract "A" to Point Q, said point being the POINT OF BEGINNING.

SAID TRACT "B-1" contains 105.30 acres, more or less, according to said plat.

ALSO

TRACT "B-2"
(56.70 Acres)

BEGINNING at a point identified as Point N on the Plat of Tract "A", previously conveyed to Alumax of South Carolina, Inc., said point being the POINT OF BEGINNING; thence North 6° 34' 51" West a distance of 300.00 feet to Point UU; thence South 83° 25' 09" West a distance of 1,300.00 feet to Point Q, said point being located on the boundary of Tract "A"; thence South 6° 34' 51" East a distance of 1,600.00 feet along the boundary of Tract "A" to Point P; thence South 71° 48' 21" East a distance of 1,431.78 feet along the boundary of Tract "A" to Point O; thence North 6° 34' 51" West a distance of 1,900.00 feet along the boundary of Tract "A" to Point N, said point being the POINT OF BEGINNING.

SAID TRACT "B-2" contains 56.70 acres, more or less, according to said plat.

ALSO

TRACT "B-3"
(10.69 Acres)

BEGINNING at a point identified as Point U on the Plat of Tract "A" previously conveyed to Alumax of South Carolina, Inc., thence South 75° 32' 36" East a distance of 1,491.23 feet along the boundary of Tract "A" to Point VV, said point being the POINT OF BEGINNING; thence South 35° 04' 56" East a distance of 3,919.85 feet to Point WW, said point being located on the boundary of Tract "A"; thence North 83° 25' 09" East a distance of 136.55 feet along the boundary of Tract "A" to Point XX; thence North 35° 04' 56" West a distance of 3,844.31 feet to Point YY, said point being located on the boundary of Tract "A"; thence North 75° 32' 36" West a distance of 184.92 feet along the boundary of Tract "A" to Point VV, said point being the POINT OF BEGINNING.

SAID TRACT "B-3" contains 10.69 acres, more or less, according to said plat.

ALSO

TRACT "B-4"
(23.44 Acres)

BEGINNING at a point identified as Point D on the Plat of Tract "A" previously conveyed to Alumax of South Carolina, Inc., said point being the POINT OF BEGINNING; thence North 83° 25' 09" East a distance of 1,000.00 feet to Point ZZ; thence North 6° 34' 51" West a distance of 1,083.77 feet to Point AAA, said point being located on the boundary of Tract "A"; thence South 76° 15' 59" West a distance of 1,007.84 feet along the boundary of Tract "A" to Point E; thence South 6° 34' 51" East a distance of 958.27 feet along the boundary of Tract "A" to Point D, said point being the POINT OF BEGINNING.

SAID TRACT "B-4" contains 23.44 acres, more or less, according to said plat.

ALSOTRACT "B-5"
(249.76 Acres)

BEGINNING at a point identified as Point M on the Plat of Tract "A" previously conveyed to Alumax of South Carolina, Inc., said point being the POINT OF BEGINNING; thence South 6° 34' 51" East a distance of 2,537.81 feet along the boundary of Tract "A" to Point L; thence North 76° 15' 59" East a distance of 988.35 feet along the boundary of Tract "A" to Point K; thence North 58° 45' 08" East a distance of 2,735.09 feet along the boundary of Tract "A" to Point J; thence North 82° 29' 55" East a distance of 300.00 feet along the boundary of Tract "A" to Point BBB; thence North 57° 00' 00" West a distance of 1,350.00 feet to Point CCC; thence North 6° 00' 00" East a distance of 1,910.99 feet to Point DDD; thence South 83° 25' 09" West a distance of 3,141.90 feet to Point EEE; thence South 6° 34' 51" East a distance of 1,456.82 feet to Point M, said point being the POINT OF BEGINNING.

SAID TRACT "B-5" contains 249.76 acres, more or less, according to said plat.

SAID TRACTS "B-1", "B-2", "B-3", "B-4", and "B-5" having been conveyed to Alumax of South Carolina, Inc., by the Trustees Under the Will of H. Smith Richardson by deed dated January 31, 1979, and recorded in the R.M.C. Office for Berkeley County in Book A-371, Page 138.

TMS# 223-00-00-019
TMS# 223-00-00-021

ALSOTRACT "C-1", "C-2", "C-3", "C-4", "C-5", and "C-6"

ALL those certain pieces, parcels or tracts of land situate, lying and being in Berkeley County, South Carolina, referred to as "C-1," "C-2," "C-3," "C-4," "C-5," and "C-6," containing a total of 2808.09 acres more or less, all as are more particularly shown on a plat thereof entitled "PLAT OF TRACTS 'A', 'B-1', 'B-2', 'B-3', 'B-4', 'B-5', 'C-1', 'C-2', 'C-3', 'C-4', 'C-5', AND 'C-6', TO BE CONVEYED TO ALUMAX OF SOUTH CAROLINA, INC. BY THE TRUSTEES UNDER THE WILL OF H. SMITH RICHARDSON, BERKELEY COUNTY, SOUTH CAROLINA," surveyed by Cummings & McCrady, Inc., and dated May 10, 1979, said plat recorded May 30, 1979, in the R.M.C. Office for Berkeley County in Plat File Cabinet.

SAID TRACTS, "C-1," "C-2," "C-3," "C-4," "C-5," AND "C-6," being more particularly described according to said plat as follows:

TRACT "C-1"
(118.46 Acres)

BEGINNING at a Point identified as Point "A" on the Plat of Tract "A", previously conveyed to Alumax of South Carolina, Inc., said point being on the Western boundary of U. S. Highway 52 and the Northern boundary of S.C. Highway 45, thence North 83° 43' 35" West a distance of 3112.65 feet along the Northern boundary of S. C. Highway 45 to Point EE, said point being the POINT OF BEGINNING; thence North 6° 34' 51" West a distance of 1808.96 feet along the boundary of Tract "A" to Point DD, thence South 83° 25' 09" West a distance of 4000.00 feet along the boundary of Tract "A" to Point CC; thence South 6° 34' 51" East a distance of 547.27 feet along the boundary of Tract "A" to Point BB, said point being on the Northern boundary of S. C. Highway 45, thence South 71° 09' 55" East a distance of 1252.49 feet to point 3F, said point being the point of curvature

of a horizontal curve, thence along a horizontal curve a distance of 620.82 feet to point 3G, said point being the point of tangency of the horizontal curve, said horizontal curve having a radius of 2831.79 feet and its long chord has a bearing of South 77° 26' 45" East and a distance of 619.58 feet between said point 3F and 3G, thence South 83° 43' 35" East a distance of 2342.08 feet along the Northern boundary of S.C. Highway 45 to Point EE, said point being the POINT OF BEGINNING.

SAID tract "C-1" contains 118.46 acres, more or less, according to said plat.

ALSO

TRACT "C-2"
(7.49 Acres)

BEGINNING at a point identified as Point "A" on the Plat of Tract "A", previously conveyed to Alumax of South Carolina, Inc., said point being on the Western boundary of U. S. Highway 52 and the Northern boundary of S. C. Highway 45, thence North 83° 43' 35" West a distance of 900.78 feet along the Northern boundary of S. C. Highway 45 to Point MM, said point being the POINT OF BEGINNING, thence North 32° 39' 29" East a distance of 960.42 feet along the boundary of Tract "A" to Point LL, thence North 38° 18' 51" West a distance of 1952.92 feet along the boundary of Tract "A" to Point KK, thence South 24° 48' 47" West a distance of 687.22 feet along the boundary of Tract "A" to Point JJ, thence South 38° 20' 43" East a distance of 1361.68 feet along the boundary of Tract "A" to Point II, thence South 36° 28' 17" West a distance of 310.28 feet along the boundary of Tract "A" to Point HH, thence South 37° 42' 57" East a distance of 356.23 feet along the boundary of Tract "A" to Point GG, thence South 32° 39' 29" West a distance of 118.25 feet along the boundary of Tract "A" to Point FF being on the Northern boundary of S. C. Highway 45, thence South 83° 43' 35" East a distance of 167.44 feet along the Northern Boundary of S. C. Highway 45 to Point MM, said point being the POINT OF BEGINNING, the above tract to exclude the following tracts of land belonging to Bryant and Glover, beginning at a point identified as Point "A" on the Plat of Tract "A", previously conveyed to Alumax of South Carolina, Inc., said point being on the Western boundary of U. S. Highway 52 and the Northern boundary of S. C. Highway 45, thence North 25° 53' 14" West a distance of 1004.60 to Point 3H said point being the POINT OF BEGINNING on the Bryant Tract, thence North 38° 18' 44" West a distance of 1836.14 feet to Point 3J, thence South 24° 49' 21" West a distance of 575.38 feet to Point 3K, thence South 38° 05' 00" East a distance of 1678.52 feet to Point 3L, thence South 38° 05' 00" East a distance of 46.30 feet to Point 3M, thence North 35° 44' 10" East a distance of 541.00 feet to Point 3H, said point being the Point of Beginning of the Bryant Tract, Beginning at a point identified as Point 3L on the Southern boundary of said Bryant tract, thence South 34° 47' 33" West a distance of 32.50 feet to Point 3N, said point being the Point of Beginning of the Glover tract, thence North 44° 30' 07" West a distance of 328.00 feet to Point 3P, thence South 33° 20' 05" West a distance of 233.70 feet to Point 3Q, thence South 37° 51' 11" East a distance of 331.43 feet to Point 3R, thence North 34° 47' 33" East a distance of 271.56 feet to Point 3N, said point being the POINT OF BEGINNING.

SAID Tract "C-2" contains 7.49 acres, more or less, according to said plat.

ALSO

TRACT "C-3"
(324.0 Acres)

BEGINNING at a point identified as Point B on a Plat of Tract "A", previously conveyed to Alumax of South Carolina, Inc., located on the western boundary of U. S. Highway 52, said point being the Point of Beginning, thence North 6° 14' 09" East a distance of 699.37 feet to Point 3S, said point being the point of a curvature of a horizontal curve, thence along a horizontal curve a distance of

249.62 feet to Point 3T said point being the point of tangency of the horizontal curve, said horizontal curve having a radius of 8072.61 feet and its long chord has a bearing of North 5° 21' 00" East and a distance of 249.61 feet between said Points 3S and 3T, thence North 85° 32' 09" West a distance of 37.50 feet along the Western boundary of U. S. Highway 52 to Point 3U, said point being the point of curvature of a horizontal curve, thence along a horizontal curve a distance of 1671.41 feet to Point 3V, said point being the point of tangency of the horizontal curve, said horizontal curve having a radius of 8035.11 feet and its long chord has a bearing of North 1° 29' 42" West and a distance of 1668.40 feet between said Points 3U and 3V, thence South 82° 32' 45" West a distance of 25.00 feet along the Western boundary of U. S. Highway 52 to Point 3W, thence North 7° 27' 15" West a distance of 2640.75 feet along the Western boundary of U. S. Highway 52 to Point H, thence South 82° 29' 55" West a distance of 421.14 feet along the boundary of Tract "A" to Point G, thence South 58° 45' 08" West a distance of 2706.98 feet along the boundary of Tract "A" to Point F, thence South 76° 15' 59" West a distance of 120.28 feet along the boundary of Tract "A" to Point AAA, thence South 6° 34' 51" East a distance of 1083.77 feet along the boundary of Tract "B-4" to Point ZZ, thence South 83° 25' 09" West a distance of 1000.00 feet along the boundary of Tract "B-4" to Point D, thence South 40° 16' 15" East a distance of 3605.55 feet along the boundary of Tract "A" to Point C, thence North 83° 25' 09" East a distance of 1747.81 feet along the boundary of Tract "A" to Point B, said point being the POINT OF BEGINNING.

SAID Tract "C-3" contains 324.0 acres, more or less, according to said plat.

ALSO

TRACT "C-4"
(2060.42 Acres)

BEGINNING at a point identified as Point I on a Plat of Tract "A" previously conveyed to Alumax of South Carolina, Inc. located on the Western boundary of U. S. Highway 52, said point being the Point of Beginning, thence North 7° 27' 15" West a distance of 493.49 feet along the Western boundary of U. S. Highway 52 to Point 3X, said point being the point of curvature of a horizontal curve, thence along the horizontal curve a distance of 676.96 feet to the Point 3Y, said point being the point of tangency of the horizontal curve, said horizontal curve having a radius of 7814.44 feet and its long chord has a bearing of North 4° 58' 21" West and a distance of 676.75 feet between said Points 3X and 3Y, thence North 87° 30' 34" East a distance of 25.00 feet along the Western boundary of U. S. Highway 52 to Point 3Z, said point being the point of curvature of a horizontal curve, thence along the horizontal curve a distance of 1259.49 feet to Point 4A, said point being the point of tangency of the horizontal curve, said horizontal curve having a radius of 7789.44 feet and its long chord has a bearing of North 2° 08' 29" West and a distance of 1258.12 feet between said Points 3Z and 4A, thence North 6° 46' 25" East a distance of 3896.46 feet along the Western boundary of U. S. Highway 52 to Point 4B, thence North 90° 00' 00" West a distance of 2327.62 feet to Point 4C, said point being on the Eastern side of Tom Hill Road, thence North 87° 36' 05" West a distance of 10,131.12 feet to Point 4D, thence North 83° 02' 39" West a distance of 3322.49 feet to Point 4E, said point being on the Eastern boundary of U. S. Highway 17A, thence South 40° 05' 30" East a distance of 187.15 feet along the boundary of Varnville to Point 4F, thence South 40° 06' 03" East a distance of 171.19 feet along the boundary of Varnville to Point 4G, thence South 15° 25' 01" East a distance of 1482.46 feet along the boundary of Varnville to Point 4H, thence South 15° 07' 31" East a distance of 674.57 feet along the boundary of Varnville to Point 4J, thence South 73° 56' 00" West a distance of 30.92 feet along the boundary of Varnville to Point 4K, thence South 73° 55' 16" West a distance of 341.85 feet along the boundary of Varnville to Point 4L, thence South 74° 01' 31" West a distance of 299.26 feet along the boundary of Varnville to Point 4M, thence South 74° 37' 25" West a distance of 320.28 feet along the boundary of Varnville to Point 4N, thence South 74° 10' 06" West a distance of 106.82 feet along the boundary of Varnville to Point 4P, thence South 74° 33' 11" West a distance of 147.74 feet along the boundary of Varnville to Point 4Q, thence South

73° 45' 17" West a distance of 72.80 feet along the boundary of Varnville to Point 4R, thence South 74° 26' 05" West a distance of 145.31 feet along the boundary of Varnville to Point 4S, thence North 17° 12' 23" West a distance of 819.24 feet along the boundary of Varnville to Point 4T, said point being on the Eastern boundary of U. S. Highway 17A, thence South 34° 59' 55" West a distance of 2400.37 feet along the Eastern boundary of U. S. Highway 17A to Point 4U, thence South 32° 08' 10" West a distance of 270.54 feet along the Eastern boundary of U. S. Highway 17A to Point 4V, thence South 01° 13' 52" West a distance of 144.74 feet along the Eastern boundary of U. S. Highway 17A to Point 4W, said point being on the Northern boundary of U. S. Highway 176, thence South 31° 40' 45" East a distance of 3756.42 feet along the Northern boundary of U. S. Highway 176 to Point 4X, said point being the point of curvature of a horizontal curve, thence along the horizontal curve a distance of 924.09 feet to Point 4Y, said point being the point of tangency of the horizontal curve, said horizontal curve having a radius of 5679.58 feet and its long chord has a bearing of South 36° 20' 25" East and a distance of 923.07 feet between Points 4X and 4Y, thence South 41° 00' 05" East a distance of 24.26 feet along the Northern boundary of U. S. Highway 176 to Point 4Z, thence North 50° 21' 58" East a distance of 1172.00 feet along the boundary of Mt. Holly Club, Inc. to Point 5A, thence North 57° 25' 11" West a distance of 1482.00 feet along the boundary of Mt. Holly Club, Inc. to Point 5B, thence North 15° 34' 50" West a distance of 284.00 feet along the boundary of Mt. Holly Club, Inc. to Point 5C, thence North 7° 14' 50" West a distance of 841.10 feet along the boundary of Mt. Holly Club, Inc. to Point 5D, thence North 87° 05' 10" East a distance of 2750.00 feet along the boundary of Mt. Holly Club, Inc. to Point 5E, thence South 6° 15' 10" West a distance of 873.47 feet along the boundary of Mt. Holly Club, Inc., to Point TT, thence North 83° 25' 09" East a distance of 1857.98 feet along the boundary of tract "B-1" to Point SS, thence North 6° 35' 37" East a distance of 3167.94 feet along the boundary of Tract "B-1" to Point RR, thence North 87° 47' 28" East a distance of 6611.54 feet along the boundary of Tract "B-1" to Point QQ, thence South 2° 12' 29" East a distance of 270.00 feet along the boundary of Tract "B-1" to Point PP, thence South 87° 47' 28" West a distance of 6380.13 feet along the boundary of Tract "B-1" to Point OO, thence South 6° 35' 37" West a distance of 3080.18 feet along the boundary of Tract "B-1" to point NN, thence South 6° 34' 51" East a distance of 498.59 feet along the boundary of Tract "B-1" to Point Q, thence North 83° 25' 09" East a distance of 1300.00 feet along the boundary of Tract "B-2" to Point UU, thence South 6° 34' 51" East a distance of 300.00 feet along the boundary of Tract "B2" to Point N, thence North 83° 25' 09" East a distance of 5500.00 feet along the boundary of Tract "A" to Point M, thence North 6° 34' 51" West a distance of 1456.82 feet along the boundary of Tract "B-5" to point EEE, thence North 83° 25' 09" East a distance of 3141.90 feet along the boundary of Tract "B-5" to Point DDD, thence South 6° 00' 00" West a distance of 1910.99 feet along the boundary of Tract "B-5" to Point CCC, thence South 57° 00' 00" East a distance of 1350.00 feet along the boundary of Tract "B-5" to Point BBB, thence North 82° 29' 55" East a distance of 226.68 feet along the boundary of Tract "A" to Point I, said point being the POINT OF BEGINNING.

SAID Tract "C-4" contains 2060.42 acres, more or less, according to said plat.

ALSO

TRACT "C-5"
(214.75 Acres)

BEGINNING at a point identified as Point X on a Plat of Tract "A", previously conveyed to Alumax of South Carolina, Inc. located on the Northern boundary of U. S. Highway 176, said point being the Point of Beginning, thence North 83° 25' 09" East a distance of 1907.95 feet along the boundary of Tract "A" to Point WW, thence North 35° 04' 56" West a distance of 3919.85 feet along the boundary of Tract "B-3" to Point VV, thence North 75° 32' 36" West a distance of 1491.23 feet along the boundary of Tract "A" to Point U, thence North 6° 15' 10" East a distance of 805.11 feet along the boundary of Tract "A" to Point 5F, thence South 43° 04' 55" West a distance of 1945.29 feet along the boundary of Mt. Holly Club, Inc. to Point 5G, said point being on the Northern

boundary of U. S. Highway 176, thence South 41° 00' 05" East a distance of 1335.47 feet along the Northern boundary of U. S. Highway 176 to Point 5H, thence South 83° 33' 39" East a distance of 310.23 feet along the boundary of the South Carolina Public Service Authority Substation to Point 5J, thence South 6° 14' 35" West a distance of 201.19 feet along the boundary of the South Carolina Public Service Authority Substation to Point 5K, thence North 54° 31' 03" East a distance of 51.85 feet along the boundary of the Grove Hall Methodist Church to Point 5L, thence South 40° 54' 17" East a distance of 304.01 feet along the boundary of the Grove Hall Methodist Church to Point 5M, thence South 50° 06' 21" West a distance of 113.22 feet along the boundary of the Grove Hall Methodist Church to Point 5N, said point being on the Northern side of U. S. Highway 176, thence South 41° 00' 05" East a distance of 832.91 feet along the Northern boundary of U. S. Highway 176 to Point 5P, said point being the point of curvature of a horizontal curve, thence along a horizontal curve a distance of 1321.97 feet to Point 5Q, said point being the point of tangency of the horizontal curve, said horizontal curve having a radius of 5679.58 feet and its long chord has a bearing of South 47° 40' 10" East, and a distance of 1318.99 feet between Points 5P and 5Q, thence South 54° 20' 15" East a distance of 251.17 feet along the Northern side of U. S. Highway 176 to Point X, said point being the POINT OF BEGINNING.

ALSO

TRACT "C-6"
(82.97 Acres)

BEGINNING at a Point identified as Point X on a Plat of Tract "A" previously conveyed to Alumax of South Carolina, Inc., said point being on the Northern boundary of U. S. Highway 176, thence North 83° 25' 09" a distance of 2493.92 feet along the boundary of Tract "A" to Point W, said point being the Point of Beginning, thence North 6° 34' 51" West a distance of 2500.00 feet along the boundary of Tract "A" to Point V, thence North 75° 32' 36" West a distance of 2446.95 feet along the boundary of Tract "A" to Point YY, thence South 35° 04' 56" East a distance of 3844.31 feet along the boundary of Tract "B-3" to Point XX, thence North 83° 25' 09" East a distance of 449.42 feet along the boundary of Tract "A" to the POINT OF BEGINNING.

It being the intention of the Grantors to convey by the within deed and by a deed dated August 17, 1978 and recorded in the R.M.C. Office for Berkeley County on August 18, 1978 in Book A-360, at Page 166 and by a deed dated January 31, 1979 and recorded in the R.M.C. Office for Berkeley County on January 31, 1979 in Book A-371, at Page 138, to the Grantee herein all of the property owned by the Grantors lying to the West of U. S. Highway No. 52, to the North of S. C. Highway No. 45, to the Northeast of U. S. Highway No. 176 and to the Southeast and East of U. S. Highway No. 17A and to the South of a line shown on the hereinabove mentioned plat by Cummings & McCrady, Inc. running from a point shown as Point 4E to Point 4D to Point 4C to Point 4B, all as is more clearly shown on the said plat. SAVING AND EXCEPTING the following tracts as are shown on the said plat: The Bryant Tract, 21.10 acres; the Glover Tract, 1.85 acres; the Grove Hall Methodist Church Tract; the Substation Tract; the Mt. Holly Club, Inc. Tract, 135.97 acres; and the Varnville Tract, 55.33 acres.

SAID Tract "C-6" contains 82.97 acres, more or less, according to said plat.

SAID Tracts "C-1", "C-2", "C-3", "C-4", "C-5", and "C-6" having been conveyed to Alumax of South Carolina, Inc. by the Trustees Under the Will of H. Smith Richardson by deed dated May 30, 1979, and recorded May 30, 1979 in the R.M.C. Office for Berkeley County in Book A-380, Page 55.

TMS# 223-00-00-019
TMS# 223-00-00-021

00343759.

ALSO

MT. HOLLY CLUB, INC. TRACT
(135.97 Acres)

ALL that certain lot, piece, parcel or tract of land, together with buildings and improvements thereon, situate, lying and being in Second Goose Creek Parish, Berkeley County, State aforesaid and containing One Hundred Thirty-Five and Ninety-Seven One-Hundredths (135.97) Acres, more or less, as is shown on a plat thereof entitled "PLAT OF TRACTS 'A,' 'B-1,' 'B-2,' 'B-3,' 'B-4,' 'B-5,' 'C-1,' 'C-2,' 'C-3,' 'C-4,' 'C-5,' AND 'C-6,' TO BE CONVEYED TO ALUMAX OF SOUTH CAROLINA, INC. BY THE TRUSTEES UNDER THE WILL OF H. SMITH RICHARDSON, BERKELEY COUNTY, SOUTH CAROLINA," surveyed by Cummings & McCrady, Inc., and dated May 10, 1979, said plat recorded May 30, 1979, in the R.M.C. Office for Berkeley County in Plat File Cabinet.

SAID tract being more fully described according to said plat as follows:

BEGINNING at a Point identified as 5G, being on the Northern boundary of U. S. Highway 176, said point being the Point of Beginning, thence North 43° 04' 55" a distance of 1945.29 feet to Point 5F, thence North 06° 15' 10" East a distance of 2140.00 feet along the western boundary of the South Carolina Public Service Authority Easement to Point 5E, thence South 87° 05' 10" West a distance of 2750.00 feet to Point 5D, thence South 07° 14' 50" East a distance of 841.10 feet to Point 5C, thence South 15° 34' 50" East a distance of 284.00 feet to Point 5B, thence South 57° 25' 11" West a distance of 1482.00 feet to Point 5A, thence South 50° 21' 58" West a distance of 1172.00 feet to Point 4Z, said point being on the Northern boundary of U. S. Highway 176, thence South 41° 00' 05" East a distance of 1000.00 feet along the Northern Boundary of U. S. Highway 176 to Point 5G, said point being the POINT OF BEGINNING.

SAID MT. HOLLY CLUB, INC. Tract containing 135.97 acres, more or less, according to said plat.

SAID Mt. Holly Club, Inc. Tract having been conveyed to Alumax of South Carolina, Inc. by Mt. Holly Club, Inc., a South Carolina Corporation, by deed dated May 30, 1979, and recorded May 30, 1979 in the R.M.C. Office for Berkeley County in Book A-380, Page 56.

TMS# 223-00-00-019

ALSO

TRACT "D"
(1175.07 Acres)

ALL that certain piece, parcel or tract of land, situate, lying and being in Berkeley County, South Carolina, containing a total of 1175.07 acres, more or less, as is more particularly shown on a plat by Cummings & McCrady, Inc., dated November 24, 1980, entitled "PLAT OF TRACT 'D' BEING A PORTION OF THE ESTATE OF H. SMITH RICHARDSON ABOUT TO BE CONVEYED TO ALUMAX OF SOUTH CAROLINA, INC." Said plat recorded March 19, 1981, in the R.M.C. Office for Berkeley County in Plat Book D, at Page 252.

Said tract being more particularly described according to said plat as follows:

Starting at the intersection of US Routes 176 and 17A, Carnes Cross Roads, Berkeley County, South Carolina, proceeding in a northerly direction along the easterly right-of-way line of US Route 17A

a distance of approximately 4,691 feet to a South Carolina Department of Highways and Public Transportation right-of-way monument, the point of beginning.

From said point of beginning proceed along a property line common to Richardson and Alumax of South Carolina, Inc. (Alumax) S 83° 02' 09" E, to an iron pipe being a corner also common to Varner a distance found to be 3322.25 feet; thence turning and running in a clockwise direction around the lands of Varner as follows: To an angle iron, N 71° 36' 25" W 11.35 feet; thence to an iron pipe, N 17° 46' 47" W 964.98 feet; thence to an iron pipe, N 64° 13' 39" E 660.55 feet; thence to an iron pipe, N 65° 17' 13" E 316.86 feet; thence N 69° 56' 13" E 180.80 feet to a point, now marked by an iron pipe, thence continue on the same bearing (N 69° 56' 13" E) to an iron pipe a distance found to be 374.37 feet; thence to iron pipe, S 85° 57' 24" E 117.77 feet; thence to an iron pipe, N 75° 12' 27" E 1554.50 feet; thence to an iron pipe, S 74° 54' 37" E 838.61 feet; thence to an iron pipe, S 30° 25' 03" E 581.28 feet; thence to an iron pipe, S 56° 19' 03" W 443.72 feet; thence to an iron pipe, S 73° 04' 31" W 1229.77 feet; thence to an iron pipe, S 58° 33' 21" W 598.03 feet; thence to an iron pipe, N 88° 32' 47" W 730.92 feet; thence returning to the iron pipe above described as being a corner common to Richardson, Alumax, and Varner, S 73° 06' 34" W 1080.66 feet; from said corner common to Richardson, Alumax, and Varner proceed in a counter clockwise direction around a small triangular area containing 3,662 square feet by returning to the next previous iron pipe 1080.66 feet on a bearing that will now be N 73° 06' 34" E; thence turning and running to the angle iron hereinbefore indicated as a corner common to Richardson and Varner, S 73° 27' 15" W 1089.92 feet, thence returning to the iron pipe hereinabove described as being a corner common to Richardson, Alumax, and Varner S 71° 36' 25" E 11.35 feet; thence turning and running to an iron pipe being a corner common to Richardson, Alumax, and Hunt, S 87° 36' 05" E 10,131.12 feet; thence turning and running clockwise along the lines common to Richardson and Hunt as follows: N 31° 30' 27" W to an iron pipe 2000.13 feet, thence S 77° 36' 20" E to an iron pipe 1808.60 feet, thence S 44° 31' 33" E to a concrete monument 395.29 feet and thence returning to the iron pipe described above as being common to Richardson, Alumax, and Hunt 1438.20 feet on a line bearing S 43° 57' 38" W; thence turning and running due East to the westerly right-of-way of US Route 52 along a line also common to Richardson and Alumax a distance of 2327.62 feet; thence turning and running along said westerly right-of-way of US Route 52 N 06° 46' 30" E to a corner common to property now or formerly of the Estate of Vandy Terry 1141.40 feet, said corner being marked by a concrete monument; thence turning and running along the lines common to Richardson and the said Estate of Vandy Terry N 45° 00' 09" W to a concrete monument 385.97 feet, N 03° 22' 19" E to a concrete monument 340.28 feet, and N 79° 27' 37" E to the westerly right-of-way of US Route 52 a distance of 338.77 feet; thence turning and running along said westerly right-of-way of US Route 52 N 06° 46' 30" E to a corner common to property of Centaur Corp. a distance of 1304.03 feet; thence in a northwesterly direction along the lines common to Richardson and Centaur Corp., N 48° 53' 07" W to an iron pipe a distance of 143.78 feet, N 18° 50' 31" W to an iron pipe a distance of 1187.10 feet, N 26° 02' 24" W to an iron pipe a distance of 659.42 feet, N 51° 17' 31" W to an iron pipe a distance of 553.16 feet, and N 46° 26' 13" W to the southeasterly right-of-way line of State Road S-8-9 (Strawberry Road), a concrete monument, a distance of 526.53 feet; thence turning and running in a southwesterly direction along said southeasterly right-of-way line of S-8-9 (Strawberry Road) S 42° 24' 16" W to a point of curvature of said right-of-way, a distance of 1581.05 feet, thence continuing along said right-of-way around the curve to its point of tangency, an arc distance of 762.45 feet, thence continuing along said right-of-way S 57° 36' 18" W to a concrete monument marking the point common to said right-of-way, Richardson, and M. C. Jenkins & Brothers a distance of 183.83 feet; thence turning and running along the lines separating the lands of M. C. Jenkins and Brothers from the lands of Richardson S 45° 41' 56" W to a concrete monument 791.66 feet; thence S 45° 08' 38" E to an iron pipe (now a concrete monument) 666.52 feet, S 58° 40' 50" W to an iron pipe in State Road S-8-1067 (Tom Hill Road) 806.78 feet, and S 59° 29' 18" W to an iron pipe (now a concrete monument) marking the corner common to Richardson, Jenkins, and Jacobs 1095.31 feet; thence turning and running along the lines common to Richardson and Jacobs S 13° 55' 53" E to an iron pipe in a large fence post 772.36 feet, S 74° 17' 31" W to an iron pipe (now a concrete monument)

1441.71 feet, N 02° 13' 27" E to an iron pipe (now a concrete monument) 1897.94 feet, and N 19° 18' 05" W to an iron pipe (now a concrete monument) the corner common to Richardson, Jacobs, and Nelson, 325.74 feet; thence turning and running N 54° 09' 33" W 471.16 feet to a bend in the fence line now marked by a concrete monument, and thence N 52° 37' 16" W to an iron pipe (now a concrete monument), the corner indicated by fence lines to be common to Richardson, Nelson, and Pieper, 494.40 feet; thence turning and running N 72° 00' 38" W 209.68 feet to a definite bend in the meandering fence line separating lands of Pieper from lands of Richardson, said point is now marked by a concrete monument, thence N 46° 53' 34" W to an iron pipe (now a concrete monument) being a corner common to Beckroge and Richardson, 621.14 feet; thence turning and running along a fence line and the extension thereof on a bearing found to be N 03° 46' 33" W to a point a distance found to be 508.87 feet now marked by a concrete monument, thence turning and running down an old fence line and the reverse extension thereof to an iron pipe (now a concrete monument) S 72° 01' 07" W 413.84 feet thence turning and running to a concrete monument, being a corner common to Richardson, Charleston Board of Missions United Methodist Church, and Home Telephone Co., Inc., 354.93 feet on a bearing of N 05° 45' 14" E, thence continuing along the same bearing (N 05° 45' 14" E) along the line common to Richardson and Home Telephone Co., Inc., to its intersection with the southerly right-of-way of State Road S-8-9 (Strawberry Road), a concrete monument, 183.11 feet, thence turning and running along said right-of-way line along a curved line to a point of tangency, marked by a concrete monument, an arc distance of 444.72 feet, thence continuing along said right-of-way N 80° 51' 26" W to its intersection with the centerline of the remains of an abandoned old dirt road commonly known as Strawberry Road a distance of 2603.63 feet, thence turning and running along the approximate center-line of said old abandoned dirt road by tangents described without benefit of curves separating the property being described herein from other lands of Richardson as follows: S 56° 53' 33" W 231.69 feet on an iron pin, thence S 53° 06' 00" W 712.70 feet to an iron pin, thence S 52° 19' 27" W 656.90 feet to an iron pin, thence S 52° 19' 44" W 568.54 feet to an iron pin, thence S 66° 30' 20" W 814.78 feet to an iron pin, thence S 61° 21' 57" W 290.37 feet to an iron pin, thence S 54° 00' 04" W 875.54 feet to an iron pin, thence S 47° 29' 01" W 639.53 feet to an iron pin, thence S 55° 04' 41" W 94.92 feet to an iron pin, thence N 88° 47' 03" W 91.15 feet to an iron pin, thence N 38° 01' 08" W 200.31 feet to an iron pin, thence N 77° 51' 33" W to the right-of-way of US Route 17A marked by a concrete monument a distance of 109.97 feet, thence turning and running along the easterly right-of-way line of said US Route 17A to the Point of Beginning, a distance of 2155.11 feet on a bearing of S 17° 29' 37" W. May the bearings and distances above described be a little more or less.

The acreage described herein above as being the property of Richardson calculates to be 1175.07 inclusive of easements and rights-of-ways.

SAID Tract "D" contains 1175.07 acres, more or less, according to said plat.

SAID Tract "D" having been conveyed to Alumax of South Carolina, Inc., by the Trustees Under the Will of H. Smith Richardson by deed dated March 19, 1981, and recorded March 19, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 221.

TMS# 223-00-00-019

ALSO

RAILROAD ACCESS TRACT
(9.087 Acres)

ALL that certain piece, parcel or tract of land situate, lying and being in Berkeley County, South Carolina, containing Nine and 087/1000 (9.087) Acres, more or less, as is more particularly shown on a plat thereof entitled "PLAT OF LAND OWNED BY THE TRUSTEES UNDER THE WILL

OF B. SMITH RICHARDSON TO BE CONVEYED TO ALUMAX OF SOUTH CAROLINA" prepared by James E. Shuler, R.L.S., and dated October 15, 1978, and recorded in the R.M.C. Office for Berkeley County in Plat Book X, page 37.

SAID tract being more particularly described according to said plat as follows:

Beginning at an iron pin on the eastern boundary of the right-of-way of U. S. Highway No. 52, said iron pin being designated by the letter "A" and being 1,767.07 feet North of an iron pin located on the northern boundary of a creek at its intersection with the eastern boundary of the right-of-way of U. S. Highway No. 52 as is shown on said plat; thence North 05° 40' West along the said right-of-way a distance of 100 feet to an iron pin designated by the letter "B"; thence turning and running North 83° 50' East a distance of 474.13 feet to an iron pin designated by the letter "C"; thence turning and running North 45° 32' East a distance of 690.1 feet to an iron pin designated by the letter "D"; said point being on the western boundary of Seaboard Coastline Railroad right-of-way shown on said plat; thence turning and running along the western boundary of said right-of-way South 07° 31' West a distance of 1,255.23 feet to an iron pin designated by the letter "E"; thence turning and running North 38° 55' West a distance of 806.6 feet to an iron pin designated by the letter "F"; thence North 89° 47' West a distance of 114.9 feet to an iron pin designated by the letter "G"; thence North 83° 48' West a distance of 169.4 feet to an iron pin designated by the letter "A"; said point being the point of beginning.

SAID tract contains 9.087 acres, more or less, according to said plat.

SAID TRACT having been conveyed to Alumax of South Carolina, Inc., by deed of the Trustees Under the Will of H. Smith Richardson dated December 28, 1979 [sic], and recorded December 28, 1978, in the R.M.C. Office for Berkeley County in Book A-369, page 100.

TMS# 223-00-00-021

ALSO

HUNT TRACT
(36.36 Acres)

ALL that certain piece, parcel, and tract of land situate, lying and being in the Parish of St. James, Goose Creek, Berkeley County, State of South Carolina, measuring and containing Thirty-seven and one-half (37 1/2) acres, be the same more or less, butting and bounding north on lands now or formerly of Samson James, east on lands now or formerly of the Estate of James Ward, south on lands formerly owned by Daniel Donnelly and west by lands now or formerly of Furman.

The property is also described as follows:

ALL that certain piece, parcel or tract of land, situate, lying and being in Berkeley County, South Carolina, containing 36.36 acres, more or less, and delineated "Hunt Property" as more particularly shown on a plat by Cummings & McCrady, Inc., dated November 24, 1980, entitled "PLAT OF TRACT 'D' BEING A PORTION OF THE ESTATE OF H. SMITH RICHARDSON ABOUT TO BE CONVEYED TO ALUMAX OF SOUTH CAROLINA, INC.", said plat being recorded in the R.M.C. Office for Berkeley County on March 19, 1981, in Book Cabinet D, Page 252.

SAID tract being more particularly described according to said plat as follows:

BEGINNING at an iron pipe shown as Point "3" on the aforesaid Plat, said point lying 2327.62 feet west of Point "4", Point "4" being on the westerly right-of-way of U. S. Hwy 52, said Point "3" being

the point of BEGINNING. From said point of beginning, proceed N 31° 30' 27" W to an iron pipe 2000.13 feet, thence S 77° 36' 20" E to an iron pipe 1808.60 feet, thence S 44° 31' 33" E to a concrete monument 395.29 feet, and thence S 43° 57' 38" W a distance of 1438.20 feet to an iron pipe, being the point of beginning. Said property butting and bounding according to said plat as follows: on the southwest by S.C. Hwy. S-8-1067 (Tom Hill Road), and on the north, east, and southeast by lands of Alumax of South Carolina, Inc.

BEING the same property as shown on a plat dated October 30, 1979, entitled "PLAT OF A TRACT OF LAND SURVEYED AT THE REQUEST OF ANTHONY AND BETTY JEAN LUCIA FOR THE HEIRS OF MOLLIE E. ADAMS, AS FOLLOWS: ANTHONY AND BETTY JEAN LUCIA, HELEN STOTHART, SHIRLEY BERRY, ROSE MARIE DAVIDSON, JESSE JOSEPH MONDELLA, BEN ERNEST STOTHART" by W. Michael Lines recorded in the R.M.C. Office for Berkeley County in October of 1979 in Book Cabinet D, Page 50.

SAID Hunt Tract having been conveyed to Alumax of South Carolina, Inc., by the Master-In-Equity for Berkeley County by deed dated September 20, 1984, recorded on September 20, 1984, in the R.M.C. Office for Berkeley County in Book A-573, page 298; by Betty Jean Lucia by deed dated September 7, 1983, recorded September 9, 1983, in the R.M.C. Office for Berkeley County in Book A-524, page 329; by Shirley B. Berry by deed dated September 7, 1983, and recorded September 9, 1983, in the R.M.C. Office for Berkeley County in Book A-524, page 339; by Rose Marie S. Davidson by deed dated September 7, 1983, and recorded September 9, 1983, in the R.M.C. Office for Berkeley County in Book A-524, page 344; by Ben E. Stothart a/k/a Benjamin Ernest Stothart dated September 7, 1983, and recorded on September 9, 1983, in the R.M.C. Office for Berkeley County in Book A-524, page 349; by Helen Stothart by deed dated September 7, 1983, and recorded September 9, 1983, in the R.M.C. Office for Berkeley County in Book A-524, page 334; by Jesse J. Mondella by deed dated September 7, 1983, and recorded September 9, 1983, in the R.M.C. Office for Berkeley County in Book A-524, page 354; by M. Kenneth Bosley by deed dated August 17, 1984, and recorded September 10, 1984, in the R.M.C. Office for Berkeley County in Book A-572, page 121; and by quitclaim deed of Betty Jean Lucia dated September 14, 1984, recorded September 20, 1984, in the R.M.C. Office for Berkeley County in Book A-573, page 294.

TMS# 223-00-00-019

ALSO

"C. J. BRYANT TRACT"
(21.10 Acres)

All that certain piece, parcel, or tract of land, with the buildings and improvements thereon, situate, lying and being near Mt. Holly, Berkeley County, South Carolina, and being shown and designated as "Bryant" on a plat by Cummings & McCrady, Inc. Architects-Engineers, dated May 10, 1979, entitled "PLAT OF TRACTS 'A', 'B-1', 'B-2', 'B-3', 'B-4', 'B-5', 'C-1', 'C-2', 'C-3', 'C-4', 'C-5', AND 'C-6' TO BE CONVEYED TO ALUMAX OF SOUTH CAROLINA, INC., BY THE TRUSTEES UNDER THE WILL OF H. SMITH RICHARDSON, BERKELEY COUNTY, S. C." which plat was recorded on May 30, 1979, in the R.M.C. Office for Berkeley County in the File Cabinet.

SAID parcel, which contains 21.10 acres, is contained within the letters 3M-3L-3K-3J-3H-3M as shown on the aforesaid plat and is more fully and completely delineated in Insert "A" on said plat.

SAID parcel has such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

SAID "BRYANT TRACT" having been conveyed to Alumax of South Carolina, Inc., by Master's Deed dated March 12, 1981, and recorded in the R.M.C. Office for Berkeley County in Book A-422, page 215, and by deed of Elizabeth G. Salley, as Committee for Cyrus J. Bryant, dated March 13, 1981, and recorded in the R.M.C. office for Berkeley County in Book A-422, page 219.

TMS# 223-00-00-019

ALSO

"GLOVER TRACT"
(1.85 Acres)

ALL the certain piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in St. James Goose Creek Parish, near Mount Holly, Berkeley County, South Carolina, being shown and designated as "Glover" on a plat by Cummings & McCrady, Inc., Architects and Engineers, dated May 10, 1979, which plat is entitled "PLAT OF TRACTS 'A', 'B-1', 'B-2', 'B-3', 'B-4', 'B-5', 'C-1', 'C-2', 'C-3', 'C-4', 'C-5', AND 'C-6' TO BE CONVEYED TO ALUMAX OF SOUTH CAROLINA, INC., BY THE TRUSTEES UNDER THE WILL OF H. SMITH RICHARDSON, BERKELEY COUNTY, S.C." and was recorded on May 30, 1979, in the R.M.C. Office for Berkeley County in the File Cabinet.

SAID parcel of land, which contains 1.85 acres, is contained within the letters "3R-3Q-3P-3N-3R", and has such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

SAID "GLOVER TRACT" having been conveyed to Alumax of South Carolina, Inc., by deed of Elizabeth G. Salley dated March 11, 1981, and recorded in the R.M.C. Office for Berkeley County in Book A-422, page 80.

TMS# 223-00-00-019

ALSO

VARNER TRACTS
TRACTS "B-1", TRACT "B-2, PARCEL 2", TRACT "C",
TRACT "D", TRACT "E", TRACT "F", TRACT "G", TRACT "H",
TRACT "I", AND TRACT "J"

VARNER TRACT "B-1"
(7.59 ACRES)

ALL that certain piece, parcel or tract of land, situate, lying and being in Second Goose Creek Tax District, County of Berkeley, State of South Carolina, measuring and containing 7.59 acres, more or less, designated as Tract B-1 on a plat of "Tracts A thru J Owned by the Heirs of J. M. Varner" prepared by R. D. Guerry, R.L.S., July 3, 1979, revised May 9, 1981, of record in the R.M.C. Office for Berkeley County in Plat File Cabinet D, at page 350, and butting and bounding according to said plat as follows: On the North by Tract B-2 and Tract A; on the East by Tract C; on the South by lands of Alumax of South Carolina, Inc.; on the West by lands of Alumax of South Carolina, Inc. and by Tract B-2, all as more fully shown on the aforesaid plat.

SAID VARNER TRACT "B-1" having been conveyed to Alumax of South Carolina, Inc., by deed of the Master-in-Equity for Berkeley County dated January 21, 1982, and recorded January 22, 1982, in the R.M.C. Office for Berkeley County in Book A-457, page 61.

VARNER TRACT "B-2, PARCEL 2"
(.764 ACRES)

ALL that certain piece, parcel or tract of land, situate, lying and being in Second Goose Creek Tax District, County of Berkeley, State of South Carolina, measuring and containing 0.764 acres, more or less, designated as Parcel 2 on a plat entitled "PLAT OF 1.528 ACRES BEING SUBDIVIDED AS SHOWN-PARCEL 1 ABOUT TO BE CONVEYED TO HARVEY AND ROMENIA BRYANT - PARCEL 2 ABOUT TO BE CONVEYED TO ALUMAX CORP.", dated September 4, 1982, prepared by Hager E. Metts, RLS, and recorded in the R.M.C. Office for Berkeley County in Plat Cabinet E, page 378, and Butting and Bounding on the north, east and south by lands of Alumax of South Carolina, Inc.; and on the west by Parcel 1, all as more fully shown on the aforesaid plat.

BEING a portion of properties described in that certain deed of Frank Varner to Romania Bryant of record in the R.M.C. Office for Berkeley County in Book A-491 Page 165 et seq. and that certain deed of Lutherine Mazzyck to Alumax of South Carolina, Inc., dated April 16, 1982 and recorded in said office in Book A-466, page 9, and deed from Freddie Varner to Romania Bryant dated February 25, 1984, and of record in said R.M.C. Office in Deed Book A-557 at page 17, et seq.

SAID Tract B2, having been conveyed to Alumax of South Carolina, Inc. by deed of Lutherine Mazzyck dated April 16, 1982, and recorded April 19, 1982, in the R.M.C. Office for Berkeley County in Book A-466, page 9, which deed conveyed an undivided one-half interest in Tract B-2 comprising 1.52 acres, more or less as set forth on a plat of "Tracts A Thru J Owned by the heirs of J. M. Varner", prepared by R. D. Guerry, R.L.S., July 3, 1979, revised May 9, 1981, of record in the R.M.C. Office for Berkeley County in Plat File Cabinet D at page 175, and Butting and Bounding according to said plat as follows: on the North on Tract B-1 as shown on said plat; on the East on Tract B-1 as shown on said plat; on the South on Tract B-1 as shown on said plat; and the West on the lands now or formerly of the Estate of H. Smith Richardson.

SAID Tract B2 having then been partitioned between Alumax of South Carolina, Inc. and Romania Bryant, the owner of the other one-half (1/2) undivided interest, by exchange of deeds with Alumax of South Carolina, Inc. conveying its undivided one-half (1/2) interest in Tract B2, parcel 1, containing 0.764 acres to Romania Bryant by deed dated June 14, 1984 and recorded October 30, 1984 in the R.M.C. Office for Charleston County in Book A-578, page 283, and with Romania Bryant conveying to Alumax of South Carolina, Inc. her one-half (1/2) undivided interest in Tract B2, parcel 2 by deed dated October 22, 1984 and recorded October 30, 1984 in the R.M.C. Office for Berkeley County in Book A-578, page 287.

Alumax of South Carolina, Inc., prior to the above described partition, had been conveyed undivided interests in Tract B, described as follows:

ALL that certain piece, parcel or tract of land, situate, lying and being in Second Goose Creek Tax District, County of Berkeley, State of South Carolina, Measuring and Containing Nine and 11/100 (9.11) acres, more or less, as more particularly shown and delineated and designated as TRACT B on a plat of "Tracts A Thru J Owned by the Heirs of J.M. Varner", prepared by R. D. Guerry, R.L.S., July 3, 1979, of record in the R.M.C. Office for Berkeley County in Plat File Cabinet D at page 175, and Butting and Bounding according to said plat as follows: on the North eight hundred eighty-six (886) feet on Tract A as shown on said plat; on the East four hundred sixty and 5/10 (460.5) feet on Tract C as shown on said plat; on the South five hundred thirty-one and 5/10 (531.5) feet on lands of the Estate of H. Smith Richardson; and on the West seven hundred forty (740) feet on lands of the Estate of H. Smith Richardson. Said tract is traversed by Santee Cooper transmission line right-of-way as delineated on said plat.

By deed of John Lee Varner dated March 3, 1981 and recorded March 16, 1981 in the R.M.C. office for Berkeley County in Book A-422, page 309; by deed of Albertha Varner Flight dated March 4, 1981 and recorded March 16, 1981, in the R.M.C. office for Berkeley County in Book A-422, page 305; by deed of Leola V. LaSaint dated March 3, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 1; by deed of Floria Varner Gantlin, Sarah Varner Simmons, Walter Herbert Varner, Jr., Rozella Simmons, Alfred Varner, Elmore Varner, Joseph Varner, Patricia Varner and Regina V. Crawford dated February 6, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-422, page 349; by deed of John Gantlin, Jr., Cynthia C. Gethers, Gary A. Gantlin, Annette L. Williams, and Janice L. Varner dated February 6, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-422, page 345.

ALSO

VARNER TRACT "C"
(10.62 acres)

ALL that certain piece, parcel or tract of land, situate, lying and being in Second Goose Creek Tax District, County of Berkeley, State of South Carolina, Measuring and Containing Ten and 62/100 (10.62) acres, more or less, as more particularly shown and delineated and designated TRACT C on a plat of "Tracts A Thru J Owned by the Heirs of J.M. Varner" prepared by R. D. Guerry, R.L.S., July 3, 1979, of record in the R.M.C. Office for Berkeley County in Plat File Cabinet D at page 175, and Butting and Bounding according to said plat as follows: on the North two lines measuring one hundred eighty-one (181') feet and ninetyseven (97') feet on lands of Alumax of South Carolina, Inc.; on the East one thousand one hundred eighty-four and 4/10 (1184.4') feet on Tract D as shown on said plat, on the South two lines measuring five hundred fifty-nine (559') feet and one hundred forty-eight (148') on lands of Alumax of South Carolina, Inc.; and on the West three lines measuring four hundred sixty and 5/10 (460.5') feet, three hundred sixty-nine (369') and four hundred (400') feet on Tract A as shown on said plat.

SAID Varner Tract "C" having been conveyed to Alumax of South Carolina, Inc. by Arthur Varner by deed dated February 6, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-422, page 341.

ALSO

VARNER TRACT "D"
(10.62 acres)

ALL that certain piece, parcel or tract of land, situate, lying and being in Second Goose Creek Tax District, County of Berkeley, State of South Carolina, Measuring and Containing Ten and 62/100 (10.62) acres, more or less, as more particularly shown and delineated and designated as TRACT "D" on a plat of "Tracts A Thru J Owned by the Heirs of J.M. Varner", prepared by R. D. Guerry, R.L.S., July 3, 1979, of record in the R.M.C. Office for Berkeley as follows: on the North two hundred seventy-seven and 6/10 (277.6') feet on lands of Alumax of South Carolina, Inc.; on the East one thousand three hundred ninety-five and 9/10 (1395.9') feet on Tract E as shown on said plat; on the South four hundred eighty-seven and 8/10 (487.8') feet on lands of Alumax of South Carolina, Inc.; and on the West one thousand one hundred eighty-four and 4/10 (1184.4') feet on Tract C as shown on said plat.

SAID Varner Tract "D" having been conveyed to Alumax of South Carolina, Inc. by Ruth Varner Davis by deed dated February 6, 1981, and recorded on March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-422, page 337.

ALSO

VARNER TRACT "E"
(10.62 acres)

ALL that certain piece, parcel or tract of land, situate, lying and being in Second Goose Creek Tax District, County of Berkeley, State of South Carolina, Measuring and Containing Ten and 62/100 (10.62) acres, more or less, as more particularly shown and delineated and designated as TRACT E on a plat of "Tracts A Thru J Owned by the Heirs of J.M. Varner", prepared by R. D. Guerry, R.L.S., July 3, 1979, of record in the R.M.C. Office for Berkeley County in Plat File Cabinet D at page 175, and Butting and Bounding according to said plat as follows: on the North two lines measuring one hundred eighteen (118') feet and two hundred fourteen (214') feet on lands of Alumax of South Carolina, Inc.; on the East one thousand two hundred eighty-five and 1/10 (1285.1') feet on Tract F as shown on said plat; on the South two lines measuring ninety-five (95') feet and two hundred ninety-seven and 8/10 (297.8') feet on lands of Alumax of South Carolina, Inc.; and on the West one thousand three hundred ninety-five and 9/10 (1395.9') feet on Tract D as shown on said plat.

SAID Varner Tract "E" having been conveyed to Alumax of South Carolina, Inc. by Claudie Varner by deed dated February 6, 1981 and recorded March 16, 1981 in the R.M.C. office for Berkeley County in Book A-422, page 329.

ALSO

VARNER TRACT "F"
(10.62 acres)

ALL that certain piece, parcel or tract of land, situate, lying and being in Second Goose Creek Tax District, County of Berkeley, State of South Carolina, Measuring and Containing Ten and 62/100 (10.62) acres, more or less, as more particularly shown and delineated and designated as TRACT F on a plat of "Tracts A Thru J Owned by the Heirs of J.M. Varner", prepared by R. D. Guerry, R.L.S., July 3, 1979, of record in the R.M.C. Office for Berkeley County in Plat File Cabinet D at page 175, and Butting and Bounding according to said plat as follows: on the North four hundred thirty-three and 2/10 (433.2') feet on lands of Alumax of South Carolina, Inc.; on the East one thousand one hundred eighty-five and 7/10 (1185.7') feet on Tract G as shown on said plat; on the South two lines measuring three hundred (300') feet and twenty-six (26') feet on lands of Alumax of South Carolina, Inc.; and on the West one thousand two hundred eighty-five and 1/10 (1285.1') feet on Tract E as shown on said plat.

SAID Varner Tract "F" having been conveyed to Alumax of South Carolina, Inc. by Ella Varner Simmons by deed dated February 6, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-422, page 333.

ALSO

VARNER TRACT "G"
(10.62 acres)

ALL that certain piece, parcel or tract of land, situate, lying and being in Second Goose Creek Tax District, County of Berkeley, State of South Carolina, Measuring and Containing Ten and 62/100 (10.62) acres, more or less, as more particularly shown and delineated and designated as TRACT G on a plat of "Tracts A Thru J Owned by the Heirs of J.M. Varner", prepared by R. D. Guerry, R.L.S., July 3, 1979, of record in the R.M.C. Office for Berkeley County in Plat File Cabinet D at page 175, and Butting and Bounding according to said plat as follows: on the North three hundred twenty and

1/10 (320.1') feet on lands of Alumax of South Carolina, Inc.; on the East one thousand one hundred ninety and 6/10 (1190.6') feet on Tract H as shown on said plat; on the South Four hundred seventy-seven (477') feet on lands of Alumax of South Carolina, Inc.; and on the West one thousand one hundred eighty-five and 7/10 (1185.71) feet on Tract F as shown on said plat.

SAID Varner Tract "G" having been conveyed to Alumax of South Carolina, Inc. by Rachel Varner Myers by deed dated February 6, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-422, page 325.

ALSO

VARNER TRACT "H"
(9.11 acres)

ALL that certain piece, parcel or tract of land, situate, lying and being in Second Goose Creek Tax District, County of Berkeley, State of South Carolina, Measuring and Containing Nine and 11/100 (9.11) acres, more or less, as more particularly shown and delineated and designated as TRACT H on a plat of "Tracts A Thru J Owned by the Heirs of J.M. Varner", prepared by R. D. Guerry, R.L.S., July 3, 1979, of record in the R.M.C. Office for Berkeley County in Plat File Cabinet D at page 175, and Butting and Bounding according to said plat as follows: on the North three hundred sixty-five (365') feet on lands of Alumax of South Carolina, Inc.; on the East one thousand one hundred seventy and 7/10 (1170.7') feet on Tract I as shown on said plat; on the South three hundred twenty-seven and 5/10 (327.5') feet on lands of Alumax of South Carolina, Inc.; and on the West one thousand one hundred ninety and 6/10 (1190.6') feet on Tract G as shown on said plat.

SAID Varner Tract "H" having been conveyed to Alumax of South Carolina, Inc. by Catherine M. Stevens, Frank Mazyck, Lessie M. Simmons, Henry Mazyck, Sidney Mazyck, Dora M. Stevens, Rachel M. Smith, Louise Smith, Patricia Mazyck Smith, Dorothy Mazyck McCoy, Floria Mae M. Warren, Dora Lee Mazyck, Peter Mazyck, Richard E. Mazyck and Gloria M. Lawrence by deed dated February 6, 1981 and recorded March 16, 1981 in the R.M.C. Office for Berkeley County in Book A-423, page 5, and by deed of Hallman Mazyk a/k/a Halman Mazyck dated February 13, 1981 and recorded March 16, 1981 in the R.M.C. Office for Berkeley County in Book A-422, page 313.

ALSO

VARNER TRACT "I"
(9.11 acres)

ALL that certain piece, parcel or tract of land, situate, lying and being in Second Goose Creek Tax District, County of Berkeley, State of South Carolina, Measuring and Containing Nine and 11/100 (9.11) acres, more or less, as more particularly shown and delineated and designated as TRACT I on a plat of "Tracts A Thru J Owned by the Heirs of J.M. Varner", prepared by R. D. Guerry, R.L.S., July 3, 1979, of record in the R.M.C. Office for Berkeley County in Plat File Cabinet D at page 175, and Butting and Bounding according to said plat as follows: on the North two lines measuring two hundred twenty-three and 2/10 (223.2') feet and one hundred fifteen (115') feet on lands of Alumax of South Carolina, Inc.; on the East one thousand one hundred twenty-four and 1/10 (1124.1') feet on Tract J as shown on said plat; on the South four hundred (400') feet on lands of Alumax of South Carolina, Inc.; and on the West one thousand one hundred seventy and 7/10 (1170.7') feet on Tract H as shown on said plat.

SAID Varner Tract "I" having been conveyed to Alumax of South Carolina, Inc. by Dorothy Jenkins Harper by deed dated February 6, 1981 and recorded March 16, 1981 in the R.M.C. Office for Berkeley County in Book A-422, page 321.

ALSO**VARNER TRACT "J"**
(9.11 acres)

ALL that certain piece, parcel or tract of land, situate, lying and being in Second Goose Creek Tax District, County of Berkeley, State of South Carolina, Measuring and Containing Nine and 11/100 (9.11) acres, more or less, as more particularly shown and delineated and designated as TRACT J on a plat of "Tracts A Thru J Owned by the Heirs of J.M. Varner", prepared by R. D. Guerry, R.L.S., July 3, 1979, of record in the R.M.C. Office for Berkeley County in Plat File Cabinet D at page 175, and Butting and Bounding according to said plat as follows: on the Northeast generally seven hundred twenty-two and 3/10 (722.3') feet on lands of Alumax of South Carolina, Inc.; on the East five hundred eighty-one and 6/10 (581.6') feet on lands of the Estate of H. Smith Richardson; on the South four hundred forty-three and 9/10 (443.9') feet on lands of Alumax of South Carolina, Inc.; and on the West one thousand one hundred twenty-four and 1/10 (1124.1') feet on Tract I as shown on said plat.

SAID Varner Tract "J" having been conveyed to Alumax of South Carolina, Inc. by Lula Varner Simmons, as Trustee for the Heirs of Rachel Varner, by deed dated February 16, 1981 and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-422, page 317.

The conveyance of the above-described Varner tracts to Alumax of South Carolina, Inc., are also confirmed by deed of Master in Equity dated January 21, 1982, recorded January 22, 1982, in the R.M.C. Office for Berkeley County in Book A-457, page 26; by deed of the Master in Equity for Berkeley County dated January 21, 1982, and recorded January 22, 1982, in the R.M.C. office for Berkeley County in Book A-457, page 31; by deed of the Master in Equity for Berkeley County dated January 21, 1982, and recorded January 22, 1982, in the R.M.C. Office for Berkeley County in Book A-457, page 36; by deed of the Master in Equity for Berkeley County dated January 21, 1982, and recorded January 22, 1982, in the R.M.C. Office for Berkeley County in Book A-457, page 41; by deed of the Master in Equity for Berkeley County dated January 21, 1982, and recorded January 22, 1982, in the R.M.C. Office for Berkeley County in Book A-457, page 46; by deed of the Master in Equity for Berkeley County dated January 21, 1982, and recorded January 22, 1982, in the R.M.C. Office for Berkeley County in Book A-457, page 51; by deed of the Master in Equity for Berkeley County dated January 21, 1982, and recorded January 22, 1982, in the R.M.C. Office for Berkeley County in Book A-457, page 56; by deed of Emma G. McGee dated January 29, 1982, recorded March 18, 1982, in the R.M.C. Office for Berkeley County in Book A-462, page 157; by deed of Calvin Green dated January 29, 1982, recorded March 18, 1982, in the R.M.C. Office for Berkeley County in Book A-462, page 165; by deed of Earlene Walker dated January 29, 1982, recorded March 18, 1982, in the R.M.C. Office for Berkeley County in Book A-462, page 153; by deed of Levi Green dated January 29, 1982, and recorded March 18, 1982, in the R.M.C. Office for Berkeley County in Book A-462, page 169; by deed of Sarah G. McGee dated January 29, 1982, and recorded March 18, 1982, in the R.M.C. Office for Berkeley County in Book A-462, page 161; by deed of Freddie Varner dated April 12, 1982, and recorded May 18, 1984, in the R.M.C. office for Berkeley County in Book A-557, page 13; by deed of Lutherine Mazyck dated March 11, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 41; by deed of Frank Varner dated March 11, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 37; by deed of John Lee Varner dated March 11, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 13; by deed of John Gantlin, Jr., dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 17; by deed of Cynthia C. Gethers dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 21; by deed of Gary A. Gantlin dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office

for Berkeley County in Book A-423, page 25, by deed of Annette L. Williams dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 29; by deed of Janice L. Varner dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 33; by deed of Walter H. Varner, Jr., dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 49; by deed of Albertha Varner Flight dated March 11, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 9; by deed of Alfred L. Varner dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 45; by deed of Elmore Varner dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 53; by deed of Arthur Varner dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 57; by deed of Ruth Varner Davis dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 61; by deed of Claude Varner a/k/a Claudie Varner dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 65; by deed of Dora M. Stevens dated March 9, 1981, and recorded March 16, 1981 in the R.M.C. Office for Berkeley County in Book A-423, page 77; by deed of Goldie Mazyck Warren a/k/a Gloria Mae M. Warren dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 69; by deed of Richard E. Mazyck, Jr., dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 73; by deed of Peter Mazyck dated March 9, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 81; by deed of Holman Mazyck a/k/a Hallman Mazyck dated March 11, 1981, and recorded March 16, 1981, in the R.M.C. Office for Berkeley County in Book A-423, page 85; by deed of Vance Varner dated January 25, 1982, and recorded January 29, 1982, in the R.M.C. Office for Berkeley County in Book A-457, page 336.

TMS# 223-00-00-019

ALSOVANDY TERRY TRACT

(5 acres)

A tract of land in St. James, Goose Creek, Berkeley County, 8 acres more or less, being a tract formerly known as lands of Dennis and W. T. McPherson, Trustees, and purchased by the Sinking Fund Commission at a sale by the Sheriff, May 7, 1888, C.D. #29, and described as Lot D on Hume Plat of Est. of D. H. Ward.

SAVING AND EXCEPTING

That portion of the aforesaid property comprising approximately 4.2 acres, more or less, acquired by the South Carolina State Highway Department pursuant to Resolution of Board of Condemnation dated June 5, 1969, filed with the Berkeley County Clerk of Court on June 20, 1969, all as set forth in the pleadings and documents in the action filed in the Court of Common Pleas for Berkeley County entitled "South Carolina State Highway Department, Condemnor, v. Vandy Terry Estate; William Carter; Luevise Abernathy; et al, Landowners", said 4.2 acres being described in the Petition dated February 12, 1970, in the aforesaid action as follows:

All that parcel or strip of land within 90 feet on the right of the survey centerline between approximate survey stations 303+08 (P.L.) and 311+72.4 (P.L.) and within 150 feet on the left of the survey centerline between approximate survey stations 303+08 (P.L.) and 311+72.4 (P.L.), being bounded on the North and South by lands of Mount Holly Plantation; by other lands of Vandy Terry,

Estate and by lands of Robert F. Knoth on the East; and by lands of Mount Holly Plantation and other lands of Vandy Terry, Estate on the West.

The tract of land being conveyed hereby BUTTING AND BOUNDING as follows:

With respect to that portion of the property located to the West of U. S. Highway 52 as follows, to-wit: on the East by U. S. Highway 52, and on the South, West, and North by lands of Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc., said property described as "Now or Formerly Estate of Vandy Terry" as shown on a plat dated November 24, 1980, entitled "PLAT OF TRACT 'D' BEING A PORTION OF THE ESTATE OF H. SMITH RICHARDSON, BERKELEY COUNTY, S.C. ABOUT TO BE CONVEYED TO ALUMAX OF SOUTH CAROLINA, INC. CONTAINING 1175.07 ACRES" surveyed by Cummings & McCrady, Inc., said plat recorded March 19, 1981, in the R.M.C. Office for Berkeley County in Plat Book D, Page 252.

With respect to that portion of the property located to the East of U. S. Highway 52 as follows, to-wit: on the North by lands now or formerly of Goose Creek Industrial Investors, a South Carolina General Partnership, on the East by lands now or formerly of Robert R. Knoth, and on the West by U. S. Highway 52, said property being described on that certain plat by David Eugene Huff, R. L. S. dated January 2, 1989, entitled "A 0.965 Acre Tract, 2nd Goose Creek Parish, Berkeley Co., South Carolina Owned By The Heirs of Vandy Terry, et al.", said plat recorded February 10, 1989 in the R.M.C. Office for Berkeley County in Plat Cabinet H at page 213.

Being a portion of the same property that was conveyed to Vandy Terry by The Commissioners of the Sinking Fund by deed witnessed January 17, 1896, and recorded in the R.M.C. Office for Berkeley County on January 25, 1907, in Book T, Page 147.

Said Vandy Terry Tract containing 5 acres, more or less according to the aforesaid plats.

Said Vandy Terry Tract having been conveyed to Alumax of South Carolina, Inc., by Master's Deed dated February 7, 1995 and recorded February 10, 1995 in the R.M.C. Office for Berkeley County in Book 629, page 275, with Alumax of South Carolina, Inc. then conveying a 26.667% undivided interest by deed to Berkeley Aluminum, Inc. dated March 6, 1995, and recorded March 10, 1995 in the R.M.C. Office for Berkeley County in Book 642, page 235.

TMS# 223-00-00-019

ALSO

KNOTH TRACT
(62.489 acres)

ALL that certain piece, parcel or tract of land situate, lying and being in Berkeley County, South Carolina, measuring and containing 62.489 acres, more or less, as shown and designated on a plat entitled "A Plat of A 62.489 Acre tract, U.S. Highway 52, Owned by Robert R. Knoth, Located in Berkeley County, South Carolina" prepared by Southeastern Surveying, Inc., dated January 8, 1996, said plat being duly recorded in the RMC Office for Berkeley County in Plat Cabinet L, Page 332, the said parcel of land having such size, shape, dimensions, buttings and boundings, more or less, as will by reference to said plat more fully appear.

Being the same property conveyed to Alumax of South Carolina, Inc. (undivided 50.333% interest), Berkeley Aluminum, Inc. (undivided 26.667% interest), and Glencore Primary Aluminum Company,

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L.L.C. (23% undivided interest) by deed from John F. Curry, Chapter 11 Bankruptcy Trustee for the bankruptcy estate of Robert R. Knoth, dated February 21, 1996 and recorded in the R.M.C. Office for Berkeley County on March 1, 1996 in Book 814, Page 338.

ALSO

JENKINS TRACT
(14.8 acres)

All that piece, parcel, or tract of land, together with any improvements thereon, situate, lying and being in Berkeley County, South Carolina, measuring and containing 14.8 acres, more or less, butting and bounding on the North by Strawberry Road (State Road S-8-9), on the West by Tom Hill Road (S.C. Hwy. S-8-1067) and on the South and East by Tract D as shown on that certain plat dated November 24, 1980, by Cummings & McCrady, Inc., entitled "Plat Of Tract 'D' Being A Portion Of The Estate Of H. Smith Richardson, Berkeley County, S.C., About To Be Conveyed To Alumax Of South Carolina, Inc." ("the Plat"), recorded in the R.M.C. Office for Berkeley County in Plat Book D, at Page 252, said parcel being that portion of the property identified as "M.C. Jenkins & Brothers TMS 107-00-00-035" located on the east side of Tom Hill Road (S.C. Hwy. S-8-1067) and on the south side of Cypress Gardens Road (State Road S-8-9) on the Plat.

Beginning at a concrete marker delineated as CMS "17" on the Plat located on the south side of the right-of-way of Strawberry Road (Road S-8-9), being the Point of Beginning, then running S 45°41'56" W a distance of 791.66 feet to a concrete monument delineated as "18" on the Plat, then turning and running S 45°08'38" E a distance of 666.52 feet to a concrete monument delineated as "19" on the Plat, then turning and running S 58°40'50" W a distance of 806.78 feet to a concrete monument delineated as "WCMS" on the Plat, then continuing S 58°40'50" a distance of 10.0 feet to a point located on the eastern edge of the right-of-way of Tom Hill Road (S.C. Hwy. S-8-1067), then turning and running in a generally northerly direction along the eastern edge of the right-of-way of Tom Hill Road (S.C. Hwy. S-8-1067) to its intersection with the southern edge of the right-of-way of Strawberry Road (Road S-8-9) as shown on the Plat, then turning and running in a generally southeasterly and easterly direction along the southern edge of the right-of-way of Strawberry Road (Road S-8-9) to a point delineated as "17" on the Plat, being the Point of Beginning.

Being a portion of that real property conveyed to Henry Jenkins by deed dated December 7, 1891, from J.A. Leland, Master-in-Equity, Berkeley County TMS #210-00-00-015, recorded in the R.M.C. Office for Berkeley County, South Carolina, in Book Q-1, Page 111, and by deed from Morris Jenkins, Charles Jenkins, and Ellis Jenkins, dated April 3, 1900, and recorded in the R.M.C. Office for Berkeley County, South Carolina in Book A-15, page 129.

Being the same property conveyed to Alumax of South Carolina, Inc. by the following deeds: General Warranty Deed from Dorothy Jenkins Hansard, Rita Jenkins Ryans, Thelma Jenkins, Macy M. Jenkins, Jr., Frederick O. Jenkins, Andre' R. Jenkins, Rogene T. Jenkins, Cherice C. Jenkins, Bessie Jenkins, Nathaniel Jenkins, Jr., Diane Jenkins Lee, Lillie Jenkins Patterson to Alumax of South Carolina, Inc., recorded on February 4, 1999 in the RMC Office for Berkeley County on February 4, 1999 in Book 1549, Page 83, and re-recorded March 18, 1999 in Book 1584, Page 168 (plat in Plat Book D, Page 252 and Plat Cabinet N, Page 168-C, and by Masters Deed dated July 15, 1998 for undivided interest of Harry Alonzo Jenkins recorded July 30, 1998 in the RMC Office for Berkeley County in Book 1393, Page 331 (Plat in Plat Book D, Page 252 and in Plat Cabinet N, Page 168-C) and Deed from Macy M. Jenkins, Jr., Frederick O. Jenkins, Andre' Rogene Jenkins, Rogene Tyrone Jenkins, and Charice Charmaine Jenkins [children of Beverly Sowerby Jenkins, deceased] dated February 4, 1999 to Alumax of South Carolina, Inc., recorded February 4, 1999 in the Berkeley County RMC in Book 1549, Page 99 (Plat in Plat Book D, Page 252 and Plat Cabinet N, Page 168-C.)

Being the same property conveyed to Sudelektra Aluminum Corporation by deed of Alumax of South Carolina, Inc. dated June 7, 1999 conveying an 26.667% undivided interest in the Jenkins property to Berkeley Aluminum, Inc. and a 23% undivided interest to Sudelektra Aluminum Corporation recorded on June 17, 1999 in the RMC Office for Berkeley County in Book 1666, Page 222.

TMS #210-00-00-015

All of the above property having been conveyed to Xstrata Aluminum Corporation by the following deeds:

1. . . . Deed of Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. conveying a 23% interest to Glencore Primary Aluminum Company, LLC dated January 25, 1996, recorded January 26, 1996 in Book 796, page 211;
2. . . . Deed of John F. Curry, Chapter 11 Bankruptcy Trustee for the bankruptcy estate of Robert R. Knoth, to Alumax of South Carolina, Inc. (undivided 50.333% interest), Berkeley Aluminum, Inc. (undivided 26.667% interest), and Glencore Primary Aluminum Company, L.L.C. (23% undivided interest) dated February 21, 1996 and recorded in the R.M.C. Office for Berkeley County on March 1, 1996 in Book 814, Page 338
3. . . . Deed of Alumax of South Carolina, Inc. conveying to Sudelektra Aluminum Corporation (23% undivided interest) and Berkeley Aluminum, Inc. (a 26.667% undivided interest) dated June 7, 1999 and recorded on June 17, 1999 in the RMC Office for Berkeley County in Book 1666, Page 222.

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EXHIBIT B

EXCEPTING AND EXCLUDING FROM ALL THE TRACTS DESCRIBED
IN EXHIBIT "A".

EXCLUDING from Tract "C-5":

SAVING AND EXCEPTING that certain 2.78 acres, more or less, conveyed to Berkeley Electric Cooperative, Inc., more fully described as follows:

All that certain piece, parcel, or tract of land situate, lying and being in Berkeley County, South Carolina, referred to as Tract "A", containing a total of 2.78 acres, more or less, as is more particularly shown on a plat by Cleatwood E. Droze, R.L.S., dated 10/3/86, entitled "PLAT OF LAND OWNED BY TRACTS 'A', 'B', & 'C', ALUMAX OF SOUTH CAROLINA, INC., 'A' & 'B' ABOUT TO BE CONVEYED TO BERKELEY ELECTRIC CO-OP, 'C' TO BE RETAINED BY ALUMAX OF SOUTH CAROLINA, INC., TO BE USED BY BERKELEY ELECTRIC CO-OP AS AN INGRESS & EGRESS EASEMENT NEAR CARNES X ROADS, 2nd GOOSE CREEK," Said plat being recorded simultaneously herewith in the R.M.C. Office for Berkeley County in Plat Cabinet G at page 172.

Said tract being more particularly described according to said plat as follows:

Starting at a point on the northeast side of U.S. Highway 176 where the western corner of Grove Hall Methodist Church Property intersects the aforesaid right of way and proceeding in a northwesterly direction along the northeastern side of U.S. Highway 176 a distance of 10 feet to a point, then proceeding north 53° 57' 21" East a distance of 62.15 feet to a point, being the point of BEGINNING.

From said point of BEGINNING, thence N 54° 30' 51" E a distance of 52.07 feet to a point; thence N 54° 30' 51" E a distance of 52.07 feet; thence S 40° 54' 19" E a distance of 304.10 feet to a point marked with a New Concrete Monument (N.C.M.); thence N 50° 07' 26" E a distance of 102.88 feet to a point; thence N 06° 14' 36" E a distance of 389.48 feet to a point; thence N 83° 45' 24" W a distance of 333.16 feet to a point marked with a New Concrete Monument; thence S 06° 14' 36" W a distance of 90.00 feet to a point; thence S 06° 14' 36" W a distance of 201.47 feet to a point; being the point of BEGINNING.

The above property having been conveyed to Berkeley Electric Cooperative, Inc. by deed of Alumax of South Carolina, Inc. dated February 6, 1987, and recorded May 12, 1987 in the R.M.C. Office for Berkeley County in Book A-701, page 207.

TMS# 223-00-00-018

ALSO SAVING AND EXCEPTING

(BERKELEY ELECTRIC QUITCLAIM)

The tract of land quitclaimed by Alumax of South Carolina, Inc. to Berkeley Electric Cooperative by deed dated March 17, 1987 and recorded in Book A-701, Page 301, in the R.M.C. Office for Berkeley County, South Carolina, is excepted and excluded from this conveyance which tract of land is more fully described as follows:

ALL THAT CERTAIN PIECE, parcel, or tract of land situate, lying and being in Berkeley County, South Carolina, referred to as Tract "B", containing a total of 0.02 acres, more or less, as is more

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particularly shown on a plat by cleatwood E. Droze, R.L.S., dated October 3, 1986, entitled "PLAT OF LAND OWNED BY TRACTS 'A', 'B', & 'C', ALUMAX OF SOUTH CAROLINA, INC., 'A' & 'B' ABOUT TO BE CONVEYED TO BERKELEY ELECTRIC CO-OP, 'C' TO BE RETAINED BY ALUMAX OF SOUTH CAROLINA, INC., TO BE USED BY BERKELEY ELECTRIC CO-OP AS AN INGRESS & EGRESS EASEMENT NEAR CARNES X ROADS 2ND GOOSE CREEK," said plat recorded in the R.M.C. Office for Berkeley Count in Plat Cabinet G, at page 172.

Said parcel having such size, shape, dimensions, and buttings and boundings as will more fully appear by reference to the aforesaid plat and being more fully described as follows:

ALL that piece, parcel or tract of land being known and designated on the aforesaid plat as Tract "B" and described as follows: Beginning at a point on the northeast side of U.S. Highway 176 where the western corner of Grove Hall Methodist Church intersects the aforesaid highway and proceeding in a northwesterly direction along the easterly right of way of U.S. Highway 176 a distance of 10 feet to a point, being the point of BEGINNING.

From said point of BEGINNING, thence N 53 degrees, 57 minutes, 21 seconds E a distance of 62.15 feet to a point; thence N 54 degrees, 30 minutes, 51 seconds E a distance of 52.07 feet to a point; thence S 40 degrees, 54 minutes, 19 seconds E a distance of 304.10 feet to a point marked with a New Concrete marker (NCM); thence S 50 degrees, 07 minutes, 26 seconds W a distance of 113.29 feet to a point on the northeast side of U.S. Highway 176 marked with a New Concrete marker; thence N 49 degrees, 32 minutes, 41 seconds E a distance of 112.93 feet to a point; thence N 41 degrees, 04 minutes, 10 seconds W a distance of 300.59 feet to a point; thence S 50 degrees, 23 minutes 32 seconds W a distance of 112.44 feet to a point; thence N 40 degrees, 58 minutes, 09 seconds W a distance of 10 feet along the northeast side of U.S. Highway 176 to a point, being the point of BEGINNING.

THE above property having been conveyed to Berkeley Electric Cooperative, Inc. by deed of Alumax of South Carolina, Inc. dated March 17, 1987 and recorded at Book A-701, Page 301, R.M.C. Office of Berkeley County, South Carolina.

TMS# 223-00-00-026

ALSO SAVING AND EXCEPTING:

(0.06 acres to South Carolina Public Service Authority)

ALL that lot, piece or parcel of land situate, lying and being in Berkeley County, South Carolina, as is more particularly shown as containing 0.06 Acres, more or less, on a plat by William C. McIlwain, R.L.S., entitled "SURVEY FOR SOUTH CAROLINA PUBLIC SERVICE AUTHORITY SHOWING LOCATION OF PROPOSED WATER METER VAULT ON LANDS OF ALUMAX OF SOUTH CAROLINA, INC." and bearing the designation of "DWG. NO. 8001-B03-5174" dated August 6, 1992, last revised March 28, 1994, a copy of which plat is attached to the deed as Exhibit "A" and recorded simultaneously with the deed in the R.M.C. Office for Berkeley County.

Said tract being more particularly described according to said plat as follows: Commencing at a point on the northeast side of the right-of-way of U.S. Highway 176 at the intersection of the aforesaid northeast edge of the right-of-way of U.S. Highway 176 and the southeast corner of the property belonging to the Grove Hall Methodist Church and proceeding in a generally southeasterly direction along the northeast edge of the right-of-way of U.S. Highway 176 on a line North 44° 03' 36" W., a distance of 1364.60 feet to a point shown on the plat as marked with an iron rod, being the POINT OF BEGINNING; thence turning and running North 42° 23' 03" East, a distance of 30 feet to a point; thence continuing on a line North 42° 23' 03" East, a distance of 20 feet to a point; thence turning

and running South 47° 50' 36" East, a distance of 50 feet to a point; thence turning and running South 42° 23' 03" West, a distance of 20 feet to a point; thence continuing along a line South 42° 23' 03" West a distance of 30 feet along the northwestern property line of property shown on the plat as belonging to "Berkeley C. W&SA" to a point on the northeast edge of the right-of-way of U.S. Highway 176; thence turning and running North 47° 50' 36" West, a distance of 50 feet along the northeastern side of the right-of-way for U.S. Highway 176 to a point, being the POINT OF THE BEGINNING.

BEING a portion of the property conveyed to Alumax of South Carolina, Inc. by deed of H. Smith Richardson, Jr., et al., dated May 30, 1979 and recorded May 30, 1979 in the R.M.C. Office for Berkeley County in Book A-380, Page 55; and being a portion of the 26.667% undivided interest in real property conveyed to Berkeley Aluminum, Inc. by deed of Alumax of South Carolina, Inc. dated January 8, 1988 and recorded in the R.M.C. Office for Berkeley County in Book A-737, Page 133.

The above property having been conveyed to the South Carolina Public Service Authority by deed of Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. dated May 6, 1994 and recorded on September 14, 1994 in the R.M.C. Office for Berkeley County in Book 567, page 194, together with Authority Drawing No. 8001-B03-5174 dated August 6, 1992, last revised March 28, 1994, and recorded September 14, 1994 in the R.M.C. Office for Berkeley County in plat cabinet K, page 379-C.

TMS# 223-00-00-030

ALSO SAVING AND EXCEPTING:

(0.07 acres to South Carolina Public Service Authority)

ALL that lot, piece or parcel of land situate, lying and being in Berkeley County, South Carolina, as is more particularly shown as containing 0.07 Acres, more or less, on a plat by William C. McIlwain, R.L.S., entitled "SURVEY FOR SOUTH CAROLINA PUBLIC SERVICE AUTHORITY SHOWING LOCATION OF PROPOSED WATER METER VAULT ON LANDS OF ALUMAX OF SOUTH CAROLINA, INC." and bearing the designation of "DWG. NO. 8001-B03-5173" dated August 10, 1992, last revised April 22, 1994, a copy of which plat is attached as Exhibit "A" and recorded simultaneously with the deed in the R.M.C. Office for Berkeley County.

Said tract being more particularly described according to said plat as follows: Commencing at the intersection of the northeastern edge of the right-of-way of U.S. Highway 176 and the center line of the concrete median of the entrance from U.S. Highway 176 to the property of Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. and proceeding in a generally southeasterly direction along the northeastern edge of the right-of-way of U.S. Highway 176 on a line North 54° 35' 28" West, a distance of 2002.20 feet to a point identified on the plat as marked with an iron rod, being the POINT OF BEGINNING; thence turning and running North 40° 37' 06" East, a distance of 60 feet to a point; thence turning and running South 49° 22' 54" East, a distance of 50 feet to a point; thence turning and running South 40° 37' 06" West, a distance of 60 feet to a point; thence turning and running North 49° 22' 54" West, a distance of 50 feet to a point, being the POINT OF BEGINNING.

BEING a portion of the property conveyed to Alumax of South Carolina, Inc. by deed of H. Smith Richardson, Jr., et al., dated August 17, 1978 and recorded in the R.M.C. Office for Berkeley County on August 18, 1978 in Book A-360, Page 166; and being a portion of the 26.667% undivided interest in real property conveyed to Berkeley Aluminum, Inc. by deed of Alumax of South Carolina, Inc. dated January 8, 1988 and recorded in the R.M.C. Office for Berkeley County in Book A-737, Page 133.

The above property having been conveyed to the South Carolina Public Service Authority by deed of Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. dated May 6, 1994 and recorded September 14, 1994 in the R.M.C. Office for Berkeley County in Book 567, page 198, together with Authority drawing NO. 8001-B03-5173 dated August 10, 1992, last revised April 22, 1994 and recorded September 14, 1994 in Plat Cabinet K, page 139-D.

TMS# 223-00-00-019

ALSO SAVING AND EXCEPTING:

(8.03 acres to South Carolina Highway Department)

ALL that certain piece, parcel or tract situate, lying and being in the County of Berkeley, State of South Carolina, measuring and containing 8.03 acres more or less and consisting of a strip of land generally twenty (20') feet in width located along the northern edge of the right-of-way of U.S. Route 176 between U.S. Route 17-A and the western end of Road S-45 as more fully shown on the plans prepared by the South Carolina Department of Highways and Public Transportation dated March 8, 1988, File No. 8.635 (the "Plans"), a copy of which is attached to the deed as Exhibit "A."

The above described strip of land generally twenty (20') feet in width is located generally within seventy (70') feet of the survey centerline of U.S. Route 176 so as to extend the right of way width of U.S. Route 176 from fifty (50') feet generally to seventy (70') feet along the northern side of U.S. Route 176 from the centerline of said highway, all as more fully shown on the Plans.

Being a portion of the property acquired by Berkeley Aluminum, Inc. from Alumax of South Carolina, Inc., (being a 26.667% undivided interest) by deed dated January 8, 1988, and recorded on January 13, 1988, in Book A-737, Page 133, in the R. M. C. Office for Berkeley County; and being a portion of the property acquired by Alumax of South Carolina, Inc. from Charles W. Cheek, Trustee under the Will of H. Smith Richardson, by deed dated May 30, 1979, and recorded May 30, 1979, in Book A-380, Page 55 in the R. M. C. Office for Berkeley County; and being a portion of the property acquired by Alumax of South Carolina, Inc. by deed from Charles W. Cheek, Trustee under the Will of H. Smith Richardson, dated August 17, 1978, recorded August 17, 1978, in Book A-360, Page 166 in the R. M. C. Office for Berkeley County; and being a portion of the property acquired by Alumax of South Carolina, Inc. by deed from Mt. Holly Club, Inc., dated May 30, 1979, and recorded in Book 380, Page 56 in the R. M. C. Office for Berkeley County and shown as Tax Map 223/00/00/019.

The above parcel having been conveyed to the South Carolina Department of Highways and Public Transportation by deed of Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. dated February 8, 1990 and recorded December 6, 1990 in the R.M.C. Office for Berkeley County in Book A-889, page 200.

TMS# 223-00-00-019

ALSO SAVING AND EXCEPTING:

(.0185 acres to Berkeley County Water & Sewer Authority)

ALL that lot, piece or parcel of land situate, lying and being in Berkeley County, South Carolina, as is more particularly shown and referred to as TRACT 1 containing 896 square feet on a plat by Davis & Floyd, Inc., entitled "PLAT SHOWING TRACT 1 PROPOSED METER VAULT LOCATION PROPERTY OF ALUMAX OF SOUTH CAROLINA, INC. ABOUT TO BE ACQUIRED BY BERKELEY COUNTY WATER & SEWER AUTHORITY", dated August 14, 1988 and revised

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September 29, 1988, a copy of which plat is recorded in the R.M.C. Office for Berkeley County in Plat Cabinet H, Page 234 and which is made a part hereof and incorporated herein by reference.

Said tract being more particularly described according to said plat as follows: Commencing at a point on the northeast side of the right-of-way of U. S. Highway 176 identified on the plat as point "32", being the point of beginning; thence turning and running north 45 degrees 32 minutes 4 seconds east, a distance of 30.00 feet, to a point identified as point "33"; thence turning and running south 44 degrees 41 minutes 35 seconds east, a distance of 29.86 feet, to a point identified as point "35"; thence turning and running south (erroneously styled "north" on said plat) 45 degrees 32 minutes 04 seconds west, a distance of 30.00 feet, to a point identified as point "34"; thence turning and running north 44 degrees 41 minutes 35 seconds west, a distance of 29.86 feet, to a point identified as point "32", the point of beginning.

BEING a portion of the property conveyed to the Alumax of South Carolina, Inc. by deed of H. Smith Richardson, Jr., et al., dated May 30, 1979 and recorded in the R.M.C. Office for Berkeley County in Book A-380, Page 55; and being a portion of the 26.667% undivided interest in real property conveyed to Berkeley Aluminum, Inc. by deed of Alumax of South Carolina, Inc. dated January 8, 1988 and recorded in the R.M.C. Office for Berkeley County in Book A-737, Page 133.

Said property having been conveyed to the Berkeley County Water and Sewer Authority by deed of Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. dated May 16, 1989 and recorded June 15, 1989 in the R.M.C. Office for Berkeley County in Book A-813, page 120.

TMS# 223-00-00-019

ALSO SAVING AND EXCEPTING.

(0.764 acres to Romania Bryant)

ALL that certain piece, parcel or tract of land, situate, lying and being in Second Goose Creek Tax District, County of Berkeley, State of South Carolina, measuring and containing 0.764 acres, more or less, designated as Parcel 1 on a plat entitled "PLAT OF 1.528 ACRES BEING SUBDIVIDED AS SHOWN - PARCEL 1 ABOUT TO BE CONVEYED TO HARVEY AND ROMANIA BRYANT - PARCEL 2 ABOUT TO BE CONVEYED TO ALUMAX CORP." dated September 4, 1982 prepared by Hager Metts, R.L.S. recorded simultaneously herewith in the RMC Office for Berkeley County and butting and bounding according to said plat as follows: On the west and north by lands of Alumax Corp. [Alumax of South Carolina, Inc.] and on the east and south by Parcel 2, all as more fully shown on the aforesaid plat.

The property above described is a portion of the same property described in that certain deed of Frank Varner to Romania Bryant of record in the RMC Office for Berkeley County in Book A-491 at page 165, and that certain deed of Lutherine Mazyck to Alumax of South Carolina, Inc. dated April 16, 1982 and recorded in the RMC Office for Berkeley County in Book A-466, Page 9, and that certain deed of Freddie Varner to Romania Bryant dated February 25, 1984 and recorded in the RMC Office for Berkeley County in Book A-557, Page 17.

The above parcel having been conveyed to Romania Bryant by deed of Alumax of South Carolina, Inc. dated June 14, 1984 and recorded October 30, 1984 in the RMC Office for Berkeley County in Book A-578, Page 283.

ALSO SAVING AND EXCEPTING.

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1.08 acres to City of Goose Creek

ALL that certain piece, parcel or tract of land situate, lying and being in Berkeley County, South Carolina, and being more particularly shown and delineated as Tract "A," measuring and containing 1.08 acres, more or less, and shown on that certain plat by Albert Heatley, Jr., of Davis & Floyd, Inc. on a survey entitled "Plat Showing Tract A, TMS 223-00-00-019 About To Be Acquired By The City of Goose Creek, located Berkeley County, SC," dated January 28, 1997 and recorded in Plat Cabinet N, Page 18 (the "Plat"), said parcel having such buttings, boundaries, dimensions, and bearings as more fully shown on the Plat, which Plat is incorporated herein by reference.

According to the Plat, the property has the following boundaries and measurements, to wit:

Beginning at a point located 934.72 feet from the centerline of Highway S-8-45 measured in a northwesterly direction along the centerline of U.S. Highway 176, thence turning perpendicular in a northeasterly direction a distance of seventy and zero hundredths (70.00) feet to Point A, a 5/8" iron pin set, the Point of Beginning, having Alumax Plant coordinates of North 11379.91 and east 16851.07; thence turning and running along the curve of the northeast right-of-way of U.S. Highway 176, having a chord bearing of N 47°49'08" W, for a distance of ninety-seven and sixty-five hundredths (97.65) feet to Point B, a 5/8" iron pin set; thence turning and running N 40°37'06" E, a distance of sixty and zero hundredths (60.00) feet along the boundary of the South Carolina Public Service Authority meter vault site to Point C; then turning and running N 49°22'54" W a distance of fifty and zero hundredths (50.00) feet to Point D, a 5/8" iron pin set; thence turning and running S 40°37'06" W, a distance of fifty-nine and ninety-eight hundredths (59.98) feet to Point E, a 5/8" iron pin set; thence turning and running along the curve of the northeast right-of-way of U.S. Highway 176 N 51°22'20" W, for a distance of one hundred forty-four and sixteen hundredths (144.16) feet measured to Point F, a 5/8" iron pin set; thence turning and running N 35°03'54" E, a distance of one hundred eighty-six and forty-five hundredths (186.45) feet to Point G, a 5/8" iron pin set; thence turning and running S 55°08'03" E, a distance of two hundred and zero hundredths (200.00) feet to Point H, a 5/8" iron pin set; thence turning and running S 06°21'32" W, a distance of one hundred ninety-nine and ninety-nine hundredths (199.99) feet to Point J, a 5/8" iron pin set; thence turning and running S 43°25'51" W, a distance of thirty-eight and zero three hundredths (38.03) feet to Point A, the Point of Beginning.

Being a portion of the same property conveyed to Alumax of South Carolina, Inc., by the Trustees Under the Will of H. Smith Richardson by deed dated August 17, 1978, recorded August 18, 1978, in the office of the Clerk of Court for Berkeley County in Book A-360, Page 166;

AND being a portion of the property an undivided interest in which was conveyed by Alumax of South Carolina, Inc., to Berkeley Aluminum, Inc., by deed dated January 8, 1988, recorded January 13, 1988, in the RMC Office for Berkeley County in Book A-737, Page 133;

AND being a portion of the property an undivided interest in which was conveyed by Alumax of South Carolina, Inc., to Glencore Primary Aluminum Company, LLC, by deed dated January 25, 1996, and recorded January 26, 1996, in the RMC Office for Berkeley County in Book 796, Page 211.

Being the same property conveyed to City of Goose Creek by Limited Warranty Deed of Alumax of South Carolina, Inc., Berkeley Aluminum, Inc., and Sudelektra Aluminum Company, LLC dated October 7, 1997, recorded in the RMC Office for Berkeley County on October 17, 1997 in Book 1179, Page 155, re-recorded October 30, 1997 in Book 1187, Page 277.

TMS: 223-00-00-019

107462.1

ALSO SAVING AND EXCEPTING:

(5.0 acres to J. W. Aluminum Company)

All that certain piece, parcel or tract of land situate, lying and being in Berkeley County, South Carolina, measuring and containing five (5) acres, more or less, and more particularly shown on that certain plat thereof dated May 3, 1996 by Davis & Floyd, Inc. entitled, "PLAT SHOWING PARCEL 'B' PROPERTY OF ALUMAX OF SOUTH CAROLINA, INC., ET AL., ABOUT TO BE CONVEYED TO J.W. ALUMINUM COMPANY LOCATED IN MT. HOLLY, BERKELEY COUNTY, S.C.," which plat is being recorded simultaneously herewith in Plat Cabinet M, Page 11-E. (the "Plat")

Said tract butting and abounding according to the Plat on the west, north, and east on property of Grantors and on the south by Old Mt. Holly Road (S-8-45).

Being the same property conveyed to J. W. Aluminum Company by Limited Warranty Title Deed of Alumax of South Carolina, Inc., Berkeley Aluminum, Inc., and Sudelektra Aluminum Corporation (successor by merger to Glencore Primary Aluminum Company, LLC) to J.W. Aluminum Company dated July 5, 1996 recorded October 17, 1996 in the R.M.C. Office for Berkeley County, S.C. in Book 948, Page 149.

TMS# 223-00-00-019

ALSO SAVING AND EXCEPTING:

(1014.06 acres conveyed to Mt. Holly Commerce Park, L.L.C.)

**Tract J-1
(5.51 acres)**

All that certain piece, parcel or tract of land, situate, lying and being in Berkeley County, State of South Carolina, shown as Tract J-1, containing 5.51 acres, more or less, as more fully described on a plat entitled "A PLAT OF TRACTS 'C', 'D', 'J', AND 'JI' TO BE CONVEYED TO BERKELEY COUNTY" by Santee Cooper, dated September 29, 1997, revised March 16, 1998 and recorded in the RMC Office for Berkeley County in Plat Cabinet N, Page 170 (the "Plat"), said parcel having such size, shape, dimensions, boundaries and buttings as will by reference to the Plat more fully appear and which is incorporated herein by reference.

**ALSO:
(1,008.55 acres)**

All that piece, parcel or tract of land, situate, lying and being on the west side of U.S. Highway 52 in Berkeley County, South Carolina, shown and designated as Tract A, containing approximately 1008.55 acres, more or less, as shown on a plat entitled "MT. HOLLY COMMERCE PARK" by Homer Mason, R.L.S. No. 6951, dated April 9, 1997 and recorded on October 1, 1997 in the RMC Office for Berkeley County in Plat File Cabinet marked "Mt. Holly".

The above described Property is transferred subject to all matters of public record as of the date hereof and matters of survey.

Being a portion of the property conveyed to Alumax of South Carolina, Inc. by the Trustees Under the Will of H. Smith Richardson by deed dated May 30, 1979, and recorded May 30, 1979 in the RMC Office for Berkeley County in Book A-380, Page 55; also being a portion of the property conveyed to Alumax of South Carolina, Inc. by the Trustees Under the Will of H. Smith Richardson by deed dated March 19, 1981 and recorded March 19, 1981 in the RMC Office for Berkeley County in Book A-423, Page 221; also being a portion of the property an undivided interest in which was conveyed to Berkeley Aluminum, Inc. by deed of Alumax of South Carolina, Inc. by deed dated January 13, 1988 and recorded January 13, 1988 in the RMC Office for Berkeley County in Book A-737, Page 133; and being a portion of the property and undivided interest in which was conveyed by Alumax of South Carolina, Inc. to Glencore Primary Aluminum Company, L.L.C., by deed dated January 25, 1996, recorded January 26, 1996 in the RMC Office for Berkeley County in Book 796, Page 211, Glencore Primary Aluminum Company, L.L.C. having subsequently merged with Sudelektra Aluminum Corporation pursuant to Certificate of Merger recorded in the RMC Office for Berkeley County on September 18, 1996 in Book 930, Page 70.

Being the same property conveyed to Mt. Holly Commerce Park, LLC by Deed of Alumax of South Carolina, Inc., Berkeley Aluminum, Inc. and Sudelektra Aluminum Corporation by deed dated April 17, 1998 and recorded May 13, 1998 in the RMC Office for Berkeley County in Book 1330, page 173.

Portion of TMS No. 211-00-02-071

ALSO SAVING AND EXCEPTING:

JENKINS TRACT

(14.8 acres)

All that piece, parcel, or tract of land, together with any improvements thereon, situate, lying and being in Berkeley County, South Carolina, measuring and containing 14.8 acres, more or less, butting and bounding on the North by Strawberry Road (State Road S-8-9), on the West by Tom Hill Road (S.C. Hwy. S-8-1067) and on the South and East by Tract D as shown on that certain plat dated November 24, 1980, by Cummings & McCrady, Inc., entitled "Plat Of Tract 'D' Being A Portion Of The Estate Of H. Smith Richardson, Berkeley County, S.C., About To Be Conveyed To Alumax Of South Carolina, Inc." ("the Plat"), recorded in the R.M.C. Office for Berkeley County in Plat Book D, at Page 252, said parcel being that portion of the property identified as "M.C. Jenkins & Brothers TMS 107-00-00-035" located on the east side of Tom Hill Road (S.C. Hwy. S-8-1067) and on the south side of Cypress Gardens Road (State Road S-8-9) on the Plat.

Beginning at a concrete marker delineated as CMS "17" on the Plat located on the south side of the right-of-way of Strawberry Road (Road S-8-9), being the Point of Beginning, then running S 45°41'56" W a distance of 791.66 feet to a concrete monument delineated as "18" on the Plat, then turning and running S 45°08'38" E a distance of 666.52 feet to a concrete monument delineated as "19" on the Plat, then turning and running S 58°40'50" W a distance of 806.78 feet to a concrete monument delineated as "WCMS" on the Plat, then continuing S 58°40'50" a distance of 10.0 feet to a point located on the eastern edge of the right-of-way of Tom Hill Road (S.C. Hwy. S-8-1067), then turning and running in a generally northerly direction along the eastern edge of the right-of-way of Tom Hill Road (S.C. Hwy. S-8-1067) to its intersection with the southern edge of the right-of-way of Strawberry Road (Road S-8-9) as shown on the Plat, then turning and running in a generally southeasterly and easterly direction along the southern edge of the right-of-way of Strawberry Road (Road S-8-9) to a point delineated as "17" on the Plat, being the Point of Beginning.

Being a portion of that real property conveyed to Henry Jenkins by deed dated December 7, 1891, from J.A. Leland, Master-in-Equity, Berkeley County TMS #210-00-00-015, recorded in the R.M.C. Office for Berkeley County, South Carolina, in Book Q-1, Page 111, and by deed from Morris Jenkins, Charles Jenkins, and Ellis Jenkins, dated April 3, 1900, and recorded in the R.M.C. Office for Berkeley County, South Carolina in Book A-15, page 129.

Being the same property conveyed to Mt. Holly Commerce Park, LLC by Deed of Alumax of South Carolina, Inc., Berkeley Aluminum, Inc., and Sudelektra Aluminum Corporation dated June 7, 1999 to Mt. Holly Commerce Park, LLC recorded June 17, 1999 in the RMC Office for Berkeley County in Book 1666, Page 227.

TMS #210-00-00-015

EXHIBIT C
Permitted Exceptions
Deed from Xstrata Aluminum Corporation to Century Aluminum, Inc.

1. Taxes and assessments for the year 2000, and subsequent years, which are a lien but are not yet due and payable.
2. Any conflicts, discrepancies, encroachments, access, easements, or shortages in area and boundaries which a current, accurate survey would show. This exception may be deleted upon examination by the Company of a current survey.
3. Any taxes assessed under the rollback provisions of Title 12 of the Code of Laws of South Carolina, 1976, as amended.
4. This commitment and/or policy does not insure separate rights of access to each individual tract described on Exhibit "A"; however, this policy insures that each tract has rights of access either by means of an adjacent public road or through other adjacent tracts described on Exhibit "A".
5. Such matters as are shown on the plats identified in the property description attached hereto.
6. No insurance is afforded as to the exact amount of acreage contained in the premises described therein.
7. Rights or claims of parties in possession not shown by the public records.
8. Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises.
9. Easements, or claims of easements, not shown by the public records.
10. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
11. Notice of Condemnation by South Carolina Highway Department dated August 11, 1937. This condemnation lies between survey stations 1118-70 and 1120-00.
12. Deed to right-of-way to South Carolina State Highway Department on Route 31 (now Highway 176), said instrument dated August 9, 1937. The easement runs from survey station 1120-00 to 1157-501.
13. Notice of Condemnation by South Carolina Highway Department dated August 11, 1937, the Condemnation being on Route 31 (now Highway 176). The Condemnation runs from survey station 1118-40 to 1157-50.
14. Resolution of Board of Condemnation dated August 26, 1937 wherein South Carolina State Highway Department condemned property along Route 31 (now Highway 176). The property condemned lies between survey station 1157-50 and 1178-05.

15. Deed dated August 9, 1937 to right-of-way to South Carolina State Highway Department along Route 31 (now Highway 176). The land deeded runs from survey station 1178-05 to 1194-30.
16. Deed to right-of-way to South Carolina Highway Department on Route 31 (now Highway 176). The instrument is dated August 9, 1937, and runs from survey station 1196-50 to 1297-67.
17. Resolution of Board of Condemnation for condemnation by South Carolina State Highway Department. The instrument is dated August 26, 1937, and runs between survey stations 1222-60 and 1250-00.
18. Notice of Condemnation by South Carolina State Highway Department along Route 31 (now Highway 176). The instrument is dated August 11, 1937 and runs between survey stations 1178-05 and 1298-18.
19. Resolution of Board of Condemnation dated June 5, 1969. The Condemnation lies between survey station 182-00 and 323-58, along Highway 52.
20. Resolution Board of Condemnation dated June 5, 1969 (Vandy Terry property). The Condemnation lies between survey stations 303+48 and 312+00 along Highway 52.
21. Right-of-way easement of South Carolina State Highway Department which is undated. The easement runs from survey station 134-73 to 194-00 along old Highway 52.
22. Twenty foot easement to the State Rural Electrification Authority recorded in the Right Of Way book of Berkeley County at page 416. This easement is dated March 21, 1939, and is now owned by the Berkeley Electric Cooperative, Inc. and was modified by Partial Release dated September 5, 1978 and recorded in Book C-126, Page 106.
23. Unrecorded right-of-way easement to Berkeley Electric Cooperative, Inc. dated January 8, 1941 described in the Partial Release recorded in Book C-126, Page 106.
24. Unrecorded easement granted to Berkeley Electric Cooperative, Inc. dated August 4, 1971 from Highway 17-A to lands of William Varner, and described in the Partial Release recorded in Book C-126, Page 106.
25. An unrecorded easement to Berkeley Electric Cooperative, Inc. running west from Highway 52 to Sampson Bryant property, and described in the Partial Release recorded in Book C-126, Page 106.
26. Unrecorded easement to Berkeley Electric Cooperative, Inc. being a double circuit line running along the northern side of Highway 45 at a point beginning at the intersection of Highways 45 and 52. This easement runs in a westerly direction along the northern side of Highway 45 and is described in the Partial Release recorded in Book C-126, Page 106, as modified by the Partial Release of Easement by Berkeley Electric Cooperative, Inc. dated November 1, 1990 recorded January 4, 1991 in Book C-291, page 51.
27. Unrecorded easement (distribution line) granted to Berkeley Electric Cooperative, Inc. beginning at the Smyrna Church and running in a southeasterly direction along the southern side of Strawberry Road and described in the Partial Release recorded in Book C-126, Page 106.

28. Unrecorded easement to Berkeley Electric Cooperative, Inc. running west from Highway 52 to the site of a barn located on the Tom Hill Tract.
29. Unrecorded easement to Berkeley Electric Cooperative, Inc. running in a northerly direction from Highway 176 to the former dog kennels.
30. Unrecorded easement to Berkeley Electric Cooperative, Inc. running from Highway 176 in a northerly direction to the former Hunting Lodge and the Manager's House.
31. Unrecorded easement (distribution line) to Berkeley Electric Cooperative, Inc., beginning at Highway 176 and running north to a formerly tenant house located near the Hunting Lodge.
32. Right-of-way easement granted to Berkeley Electric Cooperative, Inc., and recorded in Berkeley County in Book C-79, page 42. The instrument is dated April 8, 1965.
33. Right-of-way easement granted to Berkeley Electric Cooperative, Inc. dated May 20, 1970, and recorded in Berkeley county in Book C-94, Page 121.
34. Right-of-way easement granted to Berkeley Electric Cooperative, Inc. dated August 17, 1978 in the Office of the Clerk of Court for Berkeley County in Book C-126, Page 1, modifying prior easement in Book C-120, Page 105.
35. Easement to South Carolina Public Service Authority dated May 15, 1941, and recorded in Berkeley County in Book C-34, Page 178 as shown on the plat recorded in Plat Book C, Page 108.
36. Easement granted to South Carolina Public Service Authority dated November 25, 1949, and recorded in Berkeley County in Book C-46, Page 447, as modified by instrument dated August 13, 1980 and recorded in Book C-133, Page 203, and rerecorded in Book C-134, Page 115.
37. Easement granted to South Carolina Public Service Authority dated January 26, 1970 and recorded in Berkeley County in Book C-93, Page 209.
38. Grant of limited easement to South Carolina Public Service Authority dated October 1, 1974, and recorded in Berkeley County in Book C-110, Page 7 as shown on the plat recorded in Plat Book 0, Page 86.
39. Commercial easement granted to Home Telephone Company, Inc. dated August 9, 1974 and recorded in Berkeley County in Book C-109, Page 36.
40. Ingress and egress easement to adverse tracts owned by William Varner and Romania Bryant Varner.
41. Right of way easement to South Carolina State Highway Department dated January 15, 1959.
- 41(a) Resolution of Board of Condemnation dated May 11, 1961 wherein the South Carolina Highway Department condemned property along Roads S-9 (Cypress Gardens Road) and S-375 between survey stations 90+95 and 113+80 left and between 171+80 and 192+00 right from property of H.S. Richardson.

- 41(b) Notice of Condemnation dated May 11, 1961 wherein the South Carolina Highway Department condemned property of H.S. Richardson along Road S-9 and Road S-375 between approximate survey stations 90+95 and 113+80 on the left and stations 171+80 and 192+00 on the right and left.
42. Relinquishment of Easement by Berkeley Electric Cooperative, Inc., dated February 18, 1980 and recorded April 1, 1980 in the R.M.C. Office for Berkeley County in Book C-132, Page 97, as shown on plat filed in File Cabinet D, page 113. This instrument modifies the easement recorded in Book C-126, Page 106, and relates to the easement dated April 1, 1980 and recorded in Book C-132, Page 98, rerecorded in Book C-134, Page 157, and terminates the easement dated July 13, 1979 and recorded in Book C-129, Page 216 on August 9, 1979.
43. Grant of easement by Alumax of South Carolina, Inc. in favor of Berkeley Electric Cooperative, Inc., dated February 13, 1980 and recorded April 1, 1980 in the R.M.C. office for Berkeley County in Book C-132, Page 98, re-recorded in Book C-134, Page 157 as shown on the plat recorded in File cabinet D, at Page 113.
44. Grant of easement by Alumax of South Carolina, Inc. to South Carolina Electric & Gas Company dated June 20, 1980 and recorded July 1, 1980 in the R.M.C. office for Berkeley County in Book C-133, Page 44, re-recorded on October 21, 1980 in Book C-134, Page 156, as shown on the plat recorded in Plat Cabinet D at Page 153.
45. Grant of easement by Alumax of South Carolina, Inc. in favor of Seaboard Coast Line Railroad Company dated December 8, 1978 and recorded April 29, 1980 in Book C-132, Page 163 as shown on the plat recorded in Cabinet D, Page 124.
46. Relocation Agreement between Alumax of South Carolina, Inc. and South Carolina Public Service Authority dated August 13, 1980 and recorded September 10, 1980 in the R.M.C. Office for Berkeley county in Book C-133-, Page 203, re-recorded October 10, 1980 in Book C-134, Page 115 modifying the easement recorded in Book C-46, at Page 447.
47. Right of way Agreement between Alumax of South Carolina, Inc. and South Carolina Public Service Authority dated August 13, 1980 and recorded September 10, 1980 in the R.M.C. Office for Berkeley County in Book C-133, Page 200, rerecorded on October 10, 1980 in Book C-134, Page 111 as shown on a plat recorded September 10, 1980, dated February 12, 1979, revised April 30, 1980, by the Engineering Department of the South Carolina Public Service Authority, recorded in the File Cabinet, and as modified by instruments dated January 6, 1984 and recorded may 1, 1984 in Book C-166, Page 99, and in Book C-166, Page 91.
48. Right of way Agreement between Alumax of South Carolina, Inc. and the South Carolina Public Service Authority dated August 13, 1980 and recorded September 10, 1980 in the R.M.C. Office for Berkeley County in Book C-133, Page 201, rerecorded on October 10, 1980 in Book C-134, Page 112.
49. Grant of Nonperpetual Easement from Alumax of South Carolina, Inc. to the South Carolina Public Service Authority dated August 13, 1980 and recorded September 10, 1980 in the R.M.C. Office for Berkeley County in Book C-133, Page 199, re-recorded on October 10, 1980 in Book C-134, Page 113.
50. Right of way Agreement between Alumax of South Carolina, Inc., and the South Carolina Public Service Authority dated August 13, 1980 and recorded September 10, 1980 in the

R.M.C. office for Berkeley County in Book C-133, Page 202, rerecorded on October 10, 1980 in Book C-134, Page 114.

51. Agreement dated May 27, 1982 between Alumax of South Carolina, Inc. and Central Electric Cooperative, Inc. recorded October 12, 1982 in Book C-150, Page 90.
52. Right-of-way Agreement dated May 21, 1982 between Alumax of South Carolina, Inc. and Central Electric Cooperative, Inc. recorded November 2, 1982 in Book C-150, Page 238, as shown on the plat dated April 26, 1982 and recorded in Book C-150, Page 101.
53. Right-of-way Agreement dated December 16, 1982 between Alumax of South Carolina, Inc., and the South Carolina Public Service Authority recorded in Book C-151, Page 271, as shown on a plat recorded in Plat Cabinet E, Page 59.
54. Right-of-way Agreement dated October 4, 1983 between Alumax of South Carolina, Inc. and Berkeley Electric Cooperative, Inc. dated October 4, 1983 and recorded October 13, 1983 in Book C-161, Page 40.
55. Unrecorded easement to Berkeley Electric Cooperative, Inc. running east from Highway 17-A to the lands of William Varner and Romania Bryant.
56. Right-of-way Agreement dated January 6, 1984, and recorded May 1, 1984 in Book C-166, Page 91 from Alumax of South Carolina, Inc. to the South Carolina Public Service Authority as shown on plat recorded May 1, 1984 in the file cabinet which relocated the easement over Tract E granted in instrument recorded in Book C-133, Page 200; the original easement over Tract E being relinquished by instrument dated January 6, 1984, and recorded May 1, 1984 in Book C-166, Page 99.
57. Encroachment Agreement from Berkeley Electric Cooperative, Inc. to South Carolina Electric & Gas Company dated January 17, 1980 and recorded in Book C-131, Page 229.
58. Rights of third parties in and to the two (2) cemeteries shown on the Cummings & McCrady plat dated May 10, 1979 and recorded on May 30, 1979 in Plat File Cabinet, together with rights of ingress and egress.
59. Grant of limited easement to South Carolina Public Service Authority dated October 1, 1974 and recorded in Berkeley County in Book C-110, Page 7, adding 25 feet to western side of easement recorded in Book C-34, Page 178.
60. Unrecorded easement from the Richardson Trustees to South Carolina Highway Department dated September 4, 1979, for widening of Tom Hill Road between Strawberry Road and southern point of Hunt tract.
61. Rights of the public to the use of that portion of "Tom Hill Road" as a public road which was not closed by Resolution of Berkeley County Council adopted October 27, 1980 or closed and confirmed in Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. by Decree dated April 18, 1990, issued by the Master-in-Equity for Berkeley County in Civil Action 89-CP-08-1284, filed in the office of the Berkeley County Clerk of Court on April 20, 1990, and recorded in the R.M.C. Office for Berkeley County on October 6, 1995 in Book 744, page 255.

62. Unrecorded easement from Richardson Trustees to South Carolina Highway Department executed in multiple counterparts and dated December 16, 1977, for straightening and widening of Strawberry Road on northern side of property.
63. Unrecorded and unwritten easement for an underground telephone line placed by Home Telephone Company from Highway 17-A to the Varner property.
64. Corrective easement dated August 17, 1978 recorded in Book C-126, Page 1. This easement supersedes and terminates the easement to Berkeley Electric Cooperative dated July 13, 1977 and recorded in the Clerk of Court's Office for Berkeley County in Book C-120, Page 105.
65. Reservation of easement 30 feet in width by Trustees under the will of H. Smith Richardson in deed from Trustees under the will of H.S. Smith Richardson recorded December 28, 1978 in Book A-369, Page 100 and shown on the plat recorded in Plat Book X, Page 37.
66. Easement to Seaboard Coastline Railroad Company with centerline as shown on a plat by James E. Schuler, R.L.S., dated October 15, 1978 entitled "Plat of Land Owned by The Trustees Under The Will of H. Smith Richardson to be Conveyed to Alumax of South Carolina, Inc.," recorded in Plat Book X, Page 37.
67. As to Hunt/Lucia Tract, the property description includes references to 37 1/2 acres, 36.36 acres as shown on the plat recorded in Book Cabinet D, Page 252, and a plat recorded in Book Cabinet D, Page 50. This policy shall only insure the lesser dimensions as shown on Plat D, 252.
68. As to the Varner Tracts, plat by Cummings & McCrady dated November 24, 1980 and recorded in Plat Book D, Page 252 shows different dimensions than the plat by R.D. Guerry recorded in Plat File Cabinet D, Page 175. This policy shall only insure the lesser dimensions.
69. Easement granted to South Carolina Public Service Authority by J.M. Varner dated March 31, 1941 and recorded on May 6, 1941 in Book C-35, Page 178.
70. Easement granted by Frank Mazyck to Berkeley Electric Cooperative, Inc. dated October 16, 1980 and recorded November 17, 1980 in the R.M.C. Office for Berkeley County in Book C-134, Page 145.
71. Easement granted by William Varner, Arthur Varner, Cladie Varner, Rachel Myers, Ella Simmons and Ruth Ann Davis to the South Carolina Public Service Authority dated July 18, 1973 and recorded August 17, 1973 in the R.M.C. office for Berkeley County in Book C-104, Page 149.
72. Right-of-way Agreement from Alumax of South Carolina, Inc. to Berkeley Electric Cooperative, Inc. dated March 17, 1987 and recorded in Book C-211, Page 287 in the R.M.C. Office for Berkeley County, South Carolina.
73. The water, gas and sewer lines shown on that certain plat by Cummings & McCrady dated December 14, 1987 entitled "Plat of Plant Site of Alumax, Near Mt. Holly, Berkeley Co. South Carolina.
74. Memorandum of Option Agreement between Alumax of South Carolina, Inc. and Clarendon, Ltd. dated February 13, 1987 recorded February 20, 1987 in Book C-209, Page 99.

75. Memorandum of Owners Agreement between Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. dated December 28, 1987 recorded March 3, 1988 in Book C-234, page 43.
76. Agreement between Alumax of South Carolina, Inc., and Nathaniel Jenkins dated January 12, 1989, recorded January 26, 1989, in Book C-251, Page 331.
77. Right-of-Way Agreement dated January 17, 1989, between Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. and Southern Bell Telephone & Telegraph Co. recorded October 24, 1989 in Book C-270, page 46 and is shown on a plat dated November 30, 1988, by Trico Surveying, Inc.
78. Right-of-Way Easement and Agreement dated October 2, 1990 between Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. and Berkeley Electric Cooperative, Inc. recorded January 4, 1991, Book C-291, page 77 and is shown on plat dated February 28, 1989, by David Eugene Huff recorded in Book C-291 at pages 64-76 and Book C-291, pages 88-100.
79. Right-of-Way Agreement dated February 19, 1990, between Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. and Berkeley Electric Cooperative, Inc. recorded January 4, 1991, Book C-291, page 55 and is shown on a plat dated February 28, 1989 by David Eugene Huff recorded in Book C-291, page 67 and also recorded on Book C-291, page 99.
80. Unrecorded Right-of-Way Easement given by H. S. Richardson in favor of the South Carolina Department of Highways and Public Transportation dated February 16, 1965, across which Easement the Department built the original Road S-45, portions of which easement have been quitclaimed by the South Carolina Department of Transportation to Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. by Quitclaim Deed dated October 28, 1992, recorded in the R.M.C. Office for Berkeley County on November 3, 1992, in Book 184, at Page 257 (east end), and by Quitclaim Deed dated July 31, 1995, recorded December 1, 1995 in the R.M.C. Office for Berkeley County in Book 771, Page 111 (west end).
81. Right-of-Way Easement from Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. in favor of the SCDHPT dated February 16, 1990, and originally recorded on June 11, 1990, in Book C-280, at Page 117, and re-recorded on October 30, 1991 (to correct Berkeley Aluminum probate) in Book O-5, at Page 180.
82. Permission for Construction of Outfall Ditch: Cleaning of Outfall Ditch from Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. in favor of the SCDHPT dated February 8, 1990, and recorded October 30, 1991, in the R.M.C. Office for Berkeley County in Book O-5, at Page 188.
83. Permission for: Cleaning of Outfall Ditches, Construction of Outfall Ditches, Construction of Sediment Basins from Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. to the South Carolina Department of Highways and Public Transportation dated February 8, 1990, and recorded on December 6, 1990, in the R.M.C. Office for Berkeley County in Book C-289, at Page 86.
84. Lease Agreement dated August 5, 1993, between Alumax of South Carolina, Inc., Berkeley Aluminum, Inc., and Berkeley County recorded September 28, 1993, in the R.M.C. Office for Berkeley County in Book 364, at Page 299, relating to 3.0 acres in the northwest corner of the Alumax property on Cypress Gardens Road for an animal shelter, shown on the plat dated November 5, 1992, by Hager E. Metts.

85. Right-of-Way Easement between Alumax of South Carolina, Inc. and Berkeley Aluminum Incorporated and the South Carolina Public Service Authority dated May 6, 1994, and recorded September 14, 1994, in Book 567, page 185, with attached Authority Drawing No. 8001-C03-5161 through 5167 (7 sheets) dated August 4, 1992, recorded September 14, 1994, in plat cabinet K, pages 380-386, for the underground water easement beneath prior easements to Authority recorded in Book C-34, page 178, and in Book C-110, page 7.
86. Right-of-Way Easement between Alumax of South Carolina, Inc. and Berkeley Aluminum Incorporated and the South Carolina Public Service Authority for underground water easement acres dated May 6, 1994, and recorded September 14, 1994, in Book 567, page 202, together with Authority Drawing No. 8001-C03-5090, dated June 25, 1992, by William C. McIlwain, Jr., R.L.S., recorded September 14, 1994, in plat cabinet K, page 387.
87. Right-of-Way Easement from Alumax of South Carolina, Inc. and Berkeley Aluminum Incorporated to South Carolina Public Service Authority dated October 26, 1994 and recorded December 27, 1994 in the R.M.C. office of Berkeley County in Book 611, page 182, together with Authority Drawing No. 5153-D02-5047, dated August 12, 1992, revised April 21, 1994, recorded on December 27, 1994, in plat cabinet L, page 40.
88. Encroachment Agreement dated November 21, 1994 and recorded in Book 611, Page 191 between Berkeley Electric Cooperative, Inc. and South Carolina Public Service Authority for encroachment on prior easement recorded in Book 611, page 182.
89. Right-of-Way Easement from Alumax of South Carolina, Inc. and Berkeley Aluminum Incorporated to South Carolina Public Service Authority dated December 19, 1994, and recorded on December 27, 1994 in the R.M.C. Office for Berkeley County in Book 611, page 195, together with Authority Drawing No. 5153-C02-5049, dated August 12, 1992, and recorded on December 27, 1994, in plat cabinet L, page 41-A.
90. Encroachment Agreement between Central Electric Cooperative, Inc. and the South Carolina Public Service Authority dated July 20, 1994, and recorded on July 22, 1994, in Book 541, page 70, allowing encroachment on prior easement in Book C-150, page 238.
91. Lease Agreement between Alumax of South Carolina, Inc. and Berkeley Aluminum Incorporated, Lessor, and Goose Creek Rural Volunteer Fire Department, Lessee, dated August 8, 1994, and recorded September 13, 1994, in Book 566, page 143, together with plat dated May 10, 1994, by William H. Dennis R.L.S. recorded on September 13, 1994, Book 566, page 157.
92. Land Lease Agreement between Alumax of South Carolina, Inc. and Berkeley Aluminum Incorporated, Landlord, and GTE Mobilnet of the Southeast, Inc., Lessee, dated August 17, 1994, together with plat dated June 15, 1994, by Hussey, Gay, Bell, and DeYoung, Inc. attached at Exhibit "A," together with Memorandum of Lease dated August 17, 1994, recorded on October 18, 1994, in Book 583, page 119.
- 92(a) Notice of Condemnation dated May 19, 1969 wherein the South Carolina State Highway Department condemned property of the Vandy Terry Estate along U.S. Highway 52 between approximate survey stations 303+08 and 311+72.4.
93. Right of Way Easement from Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. to the South Carolina Department of Transportation dated January 2, 1996 and recorded in Book 791, Page 273 in the RMC Office for Berkeley County, which easement is also shown

- on a Plat entitled, "Plat Showing 12' Additional R/W Property of Alumax of South Carolina about to be conveyed to SCDOT located near Goose Creek, Berkeley County, SC" dated October 17, 1995 by Davis & Floyd, Inc.
94. Memorandum of Amended and Restated Owners Agreement dated January 26, 1996 between Alumax of South Carolina, Inc., Berkeley Aluminum, Inc., and Glencore Primary Aluminum Company, LLC recorded January 26, 1996 in Book 796, Page 264.
 95. Right-of-Way Easement to Berkeley Electric from Alumax of South Carolina, Inc., Berkeley Aluminum, Inc. and Glencore Primary Aluminum Company, L.L.C. along Highway 45 (related to Tab 123 above - Book 791, page 273) dated January 31, 1996 and recorded in the R.M.C. Office for Berkeley County on April 4, 1996 in Book 835, page 22.
 - 95(a) Right-of-Way Easement to Berkeley Electric from Alumax of South Carolina, Inc., Berkeley Aluminum, Inc. and Glencore Primary Aluminum Company, L.L.C. along Highway 45 dated January 31, 1996 and recorded in the R.M.C. Office for Berkeley County on April 4, 1996 in Book 835, page 22.
 96. Contract of Sale dated July 25, 1996, between Alumax of South Carolina, Inc. Berkeley Aluminum, Inc. And Sudelektra Aluminum Corporation (successor by merger to Glencore Primary Aluminum Company, LLC) to J.W. Aluminum Company for sale of five (5) acres on Highway 45, recorded October 17, 1996, in the R.M.C. Office for Berkeley County in Book 948, Page 156, with attached Plat by Davis & Floyd, Inc. Dated May 3, 1996, entitled "Plat Showing Parcel 'B,' Property of Alumax of South Carolina, Inc. et. Al About to Be Conveyed To J. W. Aluminum Company, Located Mt. Holly, Berkeley County, SC", said plat recorded on June 20, 1996 in the R.M.C. Office for Berkeley County on June 20, 1996 in Plat Cabinet M, Page ii-E.
 - 96(a) Right of First Refusal dated October 13, 1997 between Alumax of South Carolina, Inc., Berkeley Aluminum, Inc., Sudelektra Aluminum Corporation, as Seller, and J.W. Aluminum Company, recorded December 12, 1997 in the RMC Office for Berkeley County in Book 1219, Page 65 relating to the sale of five (5) acres by Deed recorded in Book 948, Page 149.
 97. Land Lease dated December 15, 1996 between CSX Transportation, Inc. and Alumax of South Carolina, Inc. relating to a fence along U.S. Hwy. 52 where a railroad enters the planned property. This is an unrecorded lease.
 98. Grant of Perpetual Easement in favor of Berkeley County Water and Sanitation Authority from Alumax of South Carolina, Inc., Berkeley Aluminum, Inc., and Sudelektra Aluminum Corporation dated July 25, 1997 and recorded in the RMC Office for Berkeley County on November 4, 1997 in Book 1192, Page 113, together with plat by Randall H. Patrick, SCRLS, entitled "EASEMENT PLAT SHOWING PARCEL 6150 15' GENERAL UTILITY EASEMENT PROPERTY OF ALUMAX OF S.C., INC., ET. AL, ABOUT TO BE CONVEYED TO BERKELEY COUNTY WATER AND SANITATION AUTHORITY LOCATED BERKELEY COUNTY, S.C.," dated December 18, 1996 recorded in Plat Cabinet N, Page 26-B.
 99. Easement Agreement dated December 4, 1998 from Alumax of South Carolina, Inc., Berkeley Aluminum, Inc., and Sudelektra Aluminum Corporation in favor of MG Industries for an underground pipeline, recorded on January 4, 1999 in the RMC Office for Berkeley County in Book 1521, Page 257, comprising 3.86 acres as shown on a plat dated August 24, 1998 by Thomas & Hutton Engineering Co. entitled "Plat of a Pipeline Easement Prepared

for Messer Griesheim Industries, Inc. d/b/a MG Industries Through the Properties of Alumax of South Carolina, Inc. et al. and Mt. Holly Commerce Park, LLC Near Mt. Holly, Berkeley County, South Carolina" recorded in Plat Book N, Pages 383-384.

100. Permission for: Construction Slopes dated February 8, 1990 from Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. to the South Carolina Department of Highways & Public Transportation conveying construction slopes for a period of five (5) years in connection with the widening of Hwy. 176, recorded on April 1, 1993, in the RMC Office for Berkeley County in Book 264, at Page 217.
101. PERMISSION FOR: CONSTRUCTION SLOPES dated February 8, 1990, between Alumax of South Carolina, Inc. and Berkeley Aluminum, Inc. and the South Carolina Department of Highways and Public Transportation granting permission for construction slopes on the north and south sides of relocated South Carolina Road S-45 recorded on September 8, 1993, in the RMC Office for Berkeley County in Book 352, at Page 238.
102. Lease Agreement dated August 19, 1997 between Alumax of South Carolina, Inc., Berkeley Aluminum, Inc., and Sudelektra Aluminum Corporation, as Owner, and the City of Charleston Police Department recorded October 28, 1997 in the RMC Office for Berkeley County in Book 1185, Page 298, together with plat by Forsburg Engineering & Surveying, Inc. dated March 11, 1997 entitled "PROPOSED FIRING RANGE, CITY OF CHARLESTON POLICE DEPARTMENT, LEASE AREA 4 500 ACRES, LANDS OF ALUMAX OF SOUTH CAROLINA, INC., AND BERKELEY ALUMINUM, INC.," recorded in Book 1185, Page 312 and in Plat Cabinet N, Page 17-C. This lease area is located near Varnville on the east side of Hwy. 17-A on the west side of the 125' Santee Cooper utility easement.
103. Agreement dated October 7, 1997 between Alumax of South Carolina, Inc., Berkeley Aluminum, Inc., and Sudelektra Aluminum Corporation, as Owner and City of Goose Creek recorded October 30, 1997 in the RMC Office for Berkeley County in Book 1187, Page 253, together with plat by Davis & Floyd, Inc. dated January 28, 1997 entitled, "PLAT SHOWING TRACT 'A,' TMS 223-00-00-019 ABOUT TO BE ACQUIRED BY THE CITY OF GOOSE CREEK LOCATED IN BERKELEY COUNTY, S.C." attached as Exhibit "A," recorded in the RMC Office for Berkeley County in Cabinet N, Page 18, said Agreement relating to the advance to the City of Goose Creek of 1.08 acres for the building of a water tank (Tab 147) and the provision by the City of Goose Creek of emergency water to the Mt. Holly plant, and Exhibit "B" being a set of plans by Davis & Floyd Engineers, dated October 2, 1977 recorded with the Deed.
104. The Limited Warranty Deed from Alumax of South Carolina, Inc., Berkeley Aluminum, Inc., and Sudelektra Aluminum Company, LLC (wrong name) dated October 7, 1997, to City of Goose Creek recorded in the RMC Office for Berkeley County on October 17, 1997 in Book 1179, Page 155, re-recorded October 30, 1997 in Book 1187, Page 277, together with plat by Albert Eatley, Jr. of Davis & Floyd, Inc. by survey entitled, "PLAT SHOWING TRACT 'A,' TMS 223-00-00-019 ABOUT TO BE ACQUIRED BY THE CITY OF GOOSE CREEK, LOCATED BERKELEY COUNTY, S.C.," dated January 28, 1997, recorded in Plat Cabinet N, Page 18.
105. Right of First Refusal dated October 13, 1997 between Alumax of South Carolina, Inc., Berkeley Aluminum, Inc., Sudelektra Aluminum Corporation, as Seller, and J.W. Aluminum Company, recorded December 12, 1997 in the RMC Office for Berkeley County in Book 1219, Page 65 relating to the sale of five (5) acres by Deed recorded in Book 948, Page 149.

NOTE 1: Tracts A, B-1, B-2, B-3, B-4, B-5, C-1, C-2, C-3, C-4, C-5, C-6, Mt. Holly Club, Inc. Tract, Tract D, Hunt Tract, C.J. Bryant Tract, and Glover Tract (specifically excluding all Varner Tracts), comprising a portion of the insured property are contiguous along their common boundaries, and there are no gaps or gores along these common boundaries.

NOTE 2: With respect only to the Plant Site as defined on that certain plat by Cummings & McCrady dated December 14, 1987 entitled "Plat of Plant Site of Alumax, Near Mt. Holly, Berkeley Co., South Carolina., the Exceptions numbered 79 (Clarendon Option) and 80 (Owners Agreement) are eliminated.

NOTE 3: This policy insures against any loss or damage caused by any violation or interference with the easement rights of the South Carolina Public Service Authority created by instrument recorded in Book C-46, Page 447, as a result of the railroad lines, as they exist on January 13, 1988, located within the easement area.

NOTE 4: This policy insures access from U.S. Highway 52 and Highway 176 to the insured premises, including access to the Plant Site as defined on the Cummings & McCrady plat dated December 14, 1987 over, across, or through adjacent insured tracts.

NOTE 5: This policy insures that the easement granted to the Seaboard Coast Line Railroad by instrument recorded in Book C-132, Page 163 does not cross the easement granted to the South Carolina Public Service Authority by easement recorded in Book C-46, Page 447.

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY) AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The Property being transferred by Xstrata Aluminum Corporation, a Delaware corporation, formerly known as Sudelektra Aluminum Corporation, successor by merger to Glencore Primary Aluminum Company, LLC to Berkeley Aluminum Corporation is 23% interest in 3575 Highway 52, Goose Creek, SC 29445 TMS Nos. 223-00-00-019 and 223-00-00-021, Berkeley County, South Carolina on April 7, 2000:
3. Check one of the following: The DEED is:
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because Exemption No. _____. (If exempt, please skip items 4-7, and go to item 8 of this affidavit).
4. Check one of the following if either item 3(a) or item 3(b) has been checked.
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____ (consideration)
 - (b) The fee is computed on the fair market value of the realty which is \$9,416,629.00.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES _____ or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes", the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The Deed recording fee is computed as follows:
 - (a) 9,416,629.00 the amount listed in item 4 above.
 - (b) -0- the amount listed in Item 5 above (no amount place zero).
 - (c) 9,416,629.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with this transaction as: Legal representative
8. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sandra M. Smythe
Purchaser, purchaser's attorney or other
responsible person connected with the transaction

SWORN to before me this 10th day
of April, 2000.

Magda K. Masoley (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 10/23/03

1
1



THE CITY OF
GOOSE CREEK

BERKELEY CO. EST. 1961 SD. CAROLINA

**Department of
Planning and Zoning**

519 N. GOOSE CREEK BLVD.
P.O. DRAWER 1768
GOOSE CREEK, SC 29445-1768

TEL (843) 797-6220
FAX (843) 863-5208

**Mark J Brodeur, Director
Planning and Zoning Department**

Ext. 1118

mbrodeur@cityofgoosecreek.com

Zoning ordinance available online at:

[www.cityofgoosecreek.com/
government/code-ordinances](http://www.cityofgoosecreek.com/government/code-ordinances)

- TITLE XV: LAND USAGE Section 151.0 – ZONING

Zoning Verification

ZONING VERIFICATION

June 3, 2020

Dennis Harbath
Plant Manager
Century Aluminum – Mt. Holly
U. S. Highway 52
Goose Creek, SC 29445

Re: Zoning Verification
TMS#'s #223-00-00-033 #223-00-00-034 #223-00-00-035
(3 Parcels of approximately 622 Acres)

To Whom It May Concern:

Please accept this as our response to your request for a zoning verification letter for a portion of the property owned by Century Aluminum – Mt. Holly along Highway 52 and along Old Mt. Holly Road to be annexed into the boundaries of the City of Goose Creek, South Carolina.

Upon annexation, the parcels referred to a B, C and D (defined as TMS #'s #223-00-00-033 #223-00-00-034 #223-00-00-035) will be zoned **General Commercial (GC)**.

All existing uses on said parcels will be permitted as legal conforming uses under the City's General Commercial (GC) zoning district. These uses are articulated here for reference:

1. Plantation Caretaker's House (F) (as a Watchman's or caretaker's dwelling located on the premises with the permitted use, and occupied by a company employee)
2. Old hunting lodge occasionally used for meetings and events (G) (permitted accessory use or as a Watchman's or caretaker's dwelling)
3. Plantation Manager's Residence (H) (as a Watchman's or caretaker's dwelling located on the premises with the permitted use, and occupied by a company employee)
4. Equipment Shed (I) (as accessory shed or tool room for grounds maintenance tools and equipment)
5. Plantation Office (J) (as an office for professional or administrative support services such as word processing, printing, computer graphics and the like)
6. Dog Kennel (K) (as a pet or animal boarding kennel)
7. Equipment Shed (L) (as accessory shed or tool room for grounds maintenance tools and equipment)
8. Plantation Caretaker breakroom with kitchen (M) (as either a Watchman's or caretaker's dwelling, office for professional or administrative support services, or permitted accessory use)

9. Well house used historically for company picnics (O) (permitted accessory use)
10. Equipment Shed (P) (as accessory shed or tool room for grounds maintenance tools and equipment)
11. Wood Shop (Q) (as accessory shed or tool room for grounds maintenance tools and equipment)
12. Air monitoring station (U) (permitted accessory use)
13. Water valve house for city water (V) (permitted accessory use)
14. Leased property to JW Aluminum used for storage area and lay down yard (W) (permitted accessory use – or potentially a legal non-conforming use that will be permitted to continue in the GC District upon annexation but that cannot be expanded)
15. Timbering (permitted accessory use)

Uses by right are enumerated within Appendixes B and D of the Zoning Ordinance of the City of Goose Creek, South Carolina. You may view the Ordinance in its entirety on the city website at www.cityofgoosecreek.com under Code of Ordinances.

Should you need additional information pertaining to this response, please do not hesitate to contact me at mbrodeur@cityofgoosecreek.com or may call me at 843-797-6220 ext. 1118.

Sincerely,

mark j brodeur

Mark J. Brodeur, Director
Planning and Zoning Department

ALUMAX OF SOUTH CAROLINA INC
PLAT (1 of 5) INST#2020016988-2020016992

<u>TMS NO.S</u>	<u>PARCEL'S</u>
223-00-00-033	NEW PARCEL B (187.569 AC)
223-00-00-034	NEW PARCEL C (128.044 AC)
223-00-00-035	NEW PARCEL D (306.025 AC)

ORDINANCE NO.

AN ORDINANCE

AN ORDINANCE TO SELL REAL PROPERTY OF THE CITY OF GOOSE CREEK, A SOUTH CAROLINA MUNICIPAL CORPORATION, IN ACCORDANCE WITH SECTION 5-7-260 (6) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, PROPERTY IDENTIFIED AS, 0.055 ACRES, A PORTION OF TMS 235-00-00-035 AND, .076 ACRES, A PORTION OF TMS 235-00-00-038

WHEREAS, Berkeley County is in the process of widening and improving the intersection of Old Mount Holly Road and Highway 52; and

WHEREAS, Berkeley County has determined that additional right-of-way is needed for the Henry Brown Boulevard Phase 2 project on Old Mount Holly Road which necessitates the acquisition of property owned by the City of Goose Creek; and

WHEREAS, the City of Goose Creek fully supports the Henry Brown Boulevard Phase 2 project.

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and City Council of the City of Goose Creek, South Carolina, in Council duly assembled, that the City of Goose Creek, South Carolina, hereby approves the sale of real property owned by the City of Goose Creek, South Carolina, to Berkeley County, for Henry Brown Boulevard project, to which:

2,375 square feet (0.055 acre) of land and all improvements thereon, if any, as identified on a map as prepared by the South Carolina Department of Transportation as a portion of TMS 235-00-00-035.

3,296 square feet (0.076 acre) of land and all improvements thereon, if any, as identified on a map as prepared by the South Carolina Department of Transportation as a portion of TMS 235-00-00-038.

The City Administrator is directed to do all things necessary to facilitate the sale of said property to Berkeley County.

All ordinances in conflict with this ordinance are hereby repealed.

This ordinance shall be effective on the date of final reading.

INTRODUCED the _____ day of June 2020.

DONE the _____ day of July 2020.

Mayor Gregory S. Habib

Attest: _____
Kelly J. Lovette, MMC, City Clerk

Mayor Pro Tem Kevin M. Condon

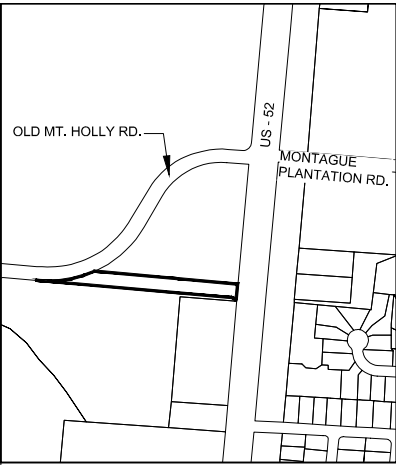
Councilmember Debra Green-Fletcher

Councilmember Corey McClary

Councilmember Jerry Tekac

Councilmember Gayla S.L. McSwain

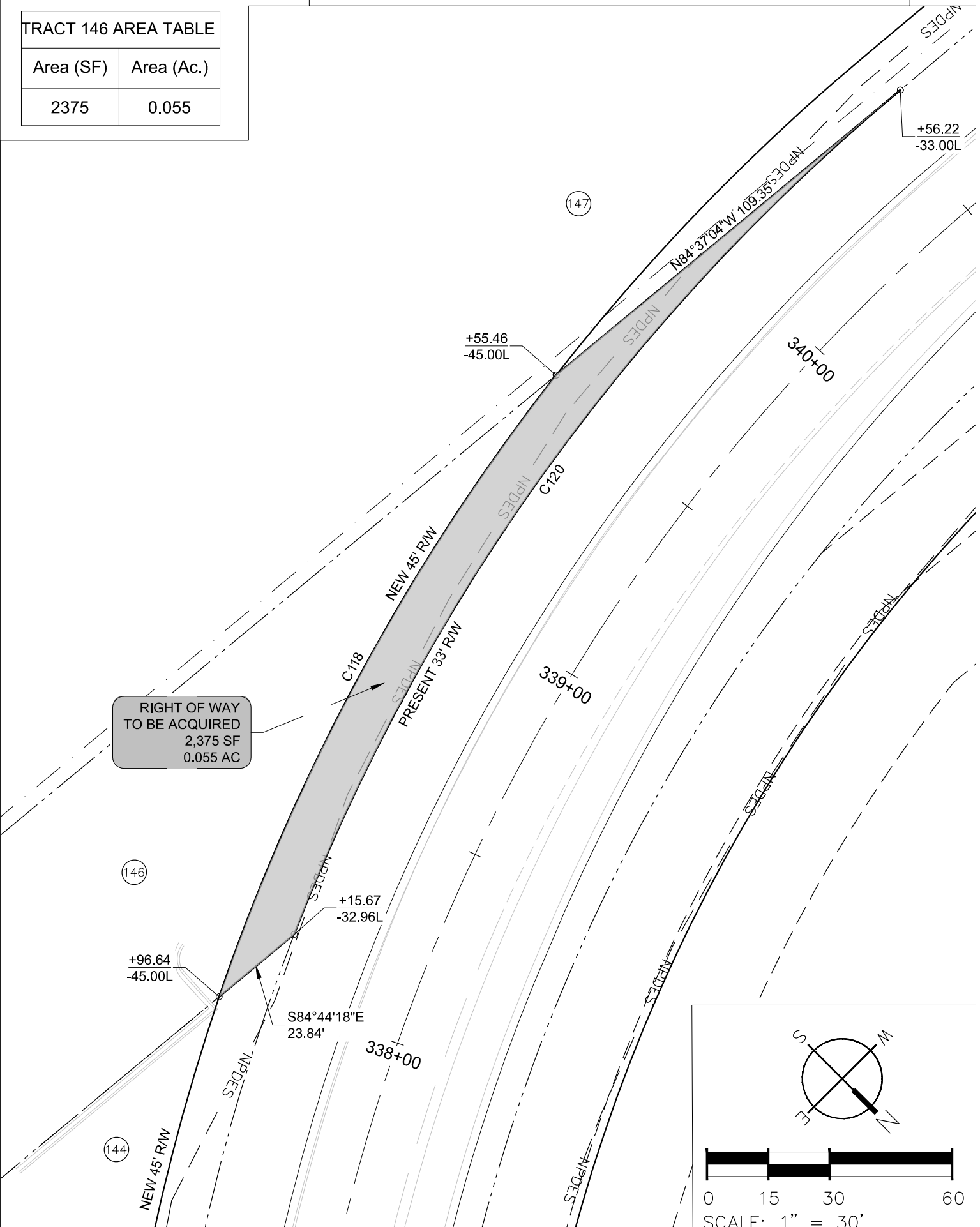
Councilmember Christopher Harmon



TRACT 146 PARCEL CURVE TABLE					
Curve #	Length (ft)	Radius (ft)	Delta	Chord Direction	Chord Length (ft)
C118	173.87	520.00	019°09'29"	S73°27'29"W	173.06
C120	257.13	506.91	029°03'48"	N80°40'42"E	254.38

TRACT 146 AREA TABLE

Area (SF)	Area (Ac.)
2375	0.055



BERKELEY COUNTY
HENRY E. BROWN JR. BLVD.
PHASE 2 WIDENING
ROW EXHIBIT

DATE: 7/5/2018 REVISED: 3/3/2020

AREA OF ACQUISITION
FROM TRACT 146

SHEET 3 OF 3





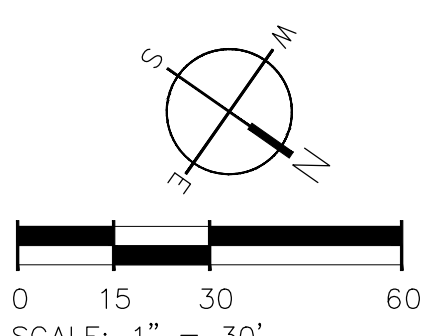
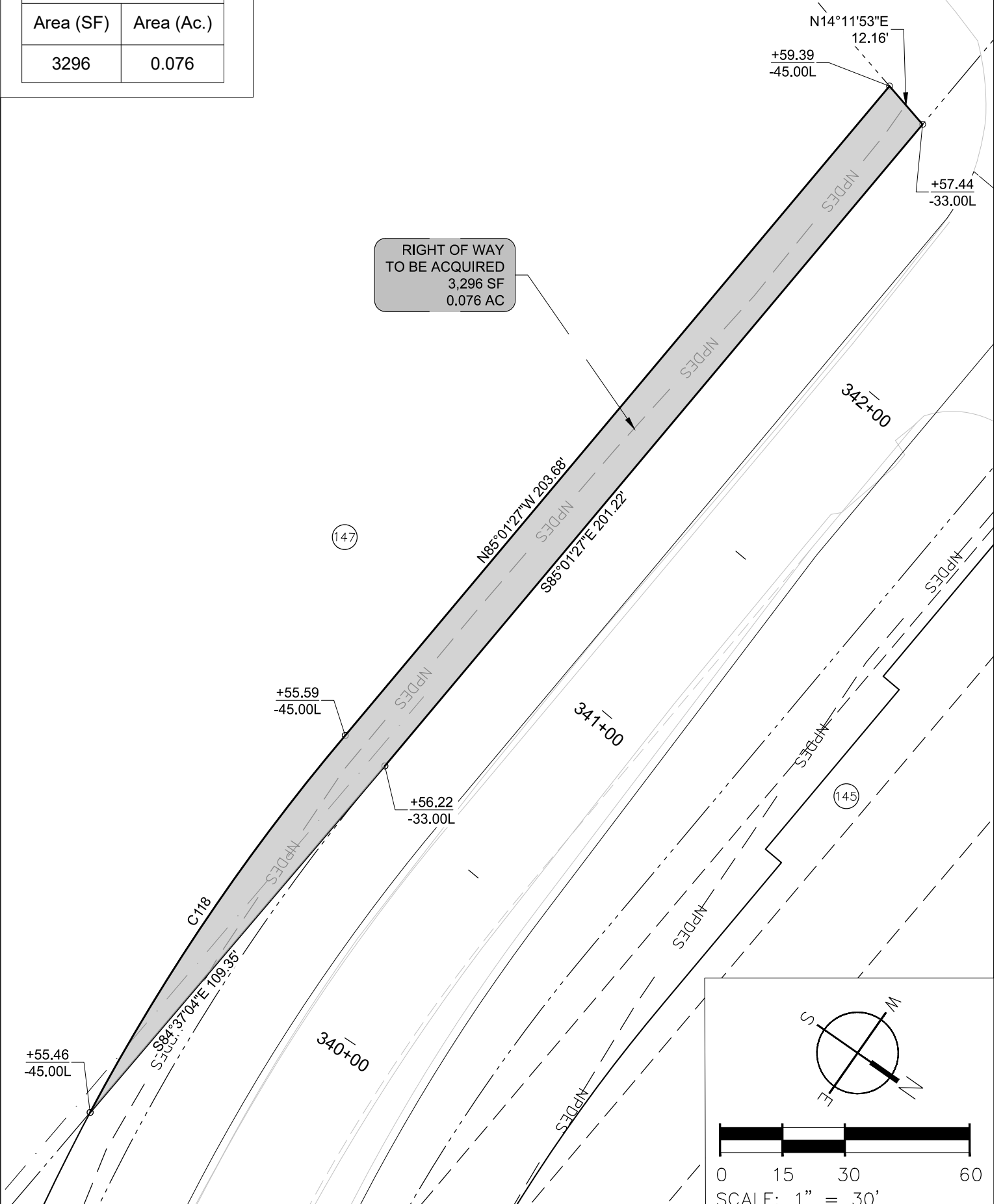
TRACT 147 PARCEL CURVE TABLE

Curve #	Length (ft)	Radius (ft)	Delta	Chord Direction	Chord Length (ft)
C118	109.62	520.00	012°04'40"	S89°05'15"W	109.41

TRACT 147 AREA TABLE

Area (SF)	Area (Ac.)
3296	0.076

RIGHT OF WAY
TO BE ACQUIRED
3,296 SF
0.076 AC



BERKELEY COUNTY
HENRY E. BROWN JR. BLVD.
PHASE 2 WIDENING
ROW EXHIBIT

DATE: 7/5/2018 REVISED: 3/3/2020

AREA OF ACQUISITION
FROM TRACT 147

SHEET 3 OF 3



RESOLUTION #:

A RESOLUTION

A RESOLUTION AUTHORIZING THE CITY OF GOOSE CREEK TO ENTER INTO AN AGREEMENT OF COOPERATION WITH BERKELEY COUNTY, SOUTH CAROLINA PURSUANT TO PROVISIONS OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974 which has its primary objective the development of viable communities; and

WHEREAS, Berkeley County qualifies under said Act as an urban county eligible to receive federal block grant funding for support of community development activities; and

WHEREAS, said Act provides for and encourages units of local government to enter into agreements of cooperation with urban counties for purposes of undertaking essential community development and housing assistance activities; and

WHEREAS, the Council of the City of Goose Creek, South Carolina desires to enter into a cooperative agreement with Berkeley County for Federal Fiscal Years 2021-2023 of the Community Development Block Grant Program;

NOW THEREFORE BE IT RESOLVED by the Council of the City of Goose Creek, in Berkeley County, South Carolina:

Section 1

That the Mayor is hereby authorized and directed to execute the Cooperation Agreement with Berkeley County, South Carolina, a copy of which agreement is attached hereto as Exhibit "A" and made a part of this Resolution.

Section 2

This Resolution shall be in full force and take effect upon its passage.

Passed this _____ day of _____, 2020.

ATTEST:

CITY CLERK

MAYOR

Approved as to form and content:

ATTORNEY

IN WITNESS WHEREOF, the parties by authority of the corresponding governing bodies have hereunto set their hands this _____ day of _____, 2020.

WITNESSES: COUNCIL OF _____, SOUTH CAROLINA

_____ BY _____

_____ BY _____

_____ BY _____

_____ BY _____

_____ BY _____

_____ BY _____

_____ BY _____

_____ BY _____

_____ BY _____



BERKELEY
COUNTY SC

RICH HISTORY.
BRIGHT FUTURE.
One Berkeley

GRANTS ADMINISTRATION

May 26, 2020

Daniel Moore
Interim City Administrator
City of Goose Creek
P.O. Drawer 1768
Goose Creek, SC 29445

Dear Daniel:

As you know, Berkeley County is in the qualification process to be designated an Urban County for Urban Entitlement Funds through the U.S. Department of Housing and Urban Development (HUD). Attached you will find 3 copies each of the Cooperative Agreement and the Council Resolution required by HUD because your jurisdiction has elected to participate in the Berkeley Urban County.

Please note that these documents REPLACE the ones previously sent to you in April. HUD's legal counsel made minor revisions to paragraphs 2 and 8 of the Cooperative Agreement.

Please have all 3 copies of each document signed at your June Council meeting. **All 3 originals of the Cooperative Agreement and 2 originals of the Council Resolution must be returned to me no later than July 17, 2020.** After Supervisor Cribb signs the Cooperative Agreement, an original fully executed agreement will be returned to you.

Please let me know immediately if you anticipate any difficulties in meeting the above deadline. Should you have any questions regarding this process, please do not hesitate to contact me at (843) 719-0014 or sandi.riddle@berkeleycountysc.gov.

Sincerely,

Sandi P. Riddle
Grants Administrator

Enclosures

STATE OF SOUTH CAROLINA)

COOPERATIVE AGREEMENT

COUNTY OF BERKELEY)

THIS AGREEMENT being made by and between BERKELEY COUNTY (hereinafter referred to as "the County") and the City of Goose Creek, South Carolina (hereinafter referred to as "the Municipality"), this the ____ day of _____, in Berkeley County, South Carolina.

WITNESSETH:

WHEREAS, through execution of a Cooperative Agreement, the County and the Municipality are seeking qualification for Urban County Entitlement Status (hereinafter referred to as "Urban County") under the Housing and Community Development Act for HUD; and

WHEREAS, it is recognized by both parties that Urban County Status is mutually advantageous in obtaining funds and providing programs authorized under the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, and the Housing and Community Development Act of 1992; and

WHEREAS, the United States Department of Housing and Urban Development **CPD Notice 20-03** requires Urban County Cooperative Agreements to include funding through the 2023 Federal fiscal year; and

WHEREAS, the County desires to demonstrate its expertise and ability to administer countywide programs and to assist the participating municipalities with their Community Development programs through its designated agency, Berkeley County Grants Administration;

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. The Municipality and the County shall cooperate to undertake or assist in undertaking, community renewal and lower income housing activities, specifically urban renewal and publicly assisted housing, and the Municipality agrees to be designated as part of the Urban County.
2. The parties shall upon execution of this Agreement, be bound by its terms for Federal Fiscal Years 2021-2023 of the Qualification Schedule Period set by the United States Department of Housing and Urban Development CPD Notice, for which the urban county is to qualify to receive CDBG entitlement funding. This agreement shall automatically be renewed for participation in successive three-year qualification periods, unless the county or the participating unit of local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office. However, should County or Municipality elect not to participate, they agree to be bound by the terms herein until the CDBG funds and program income received are expended and the funded activities are completed.

In addition, the urban county agrees that by the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate. A copy of the County's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification schedule.

3. During the term of the Cooperative Agreement that is set forth above, no Municipality or included unit of general local government will apply for grants under the Small Cities or State CDBG Programs except through the Urban County.
4. Upon obtaining the Agreement of all necessary Municipalities, the County shall make applications for funding as an Urban County Entitlement Recipient under the Housing and community Development Act of 1974, as amended, the Cranston-Gonzales act of 1990 and the Housing and Community Development Act of 1992, which may be provided through the United States Department of Housing and Urban Development (HUD), and the Municipality shall authorize the County to include the Town/City's population as the basis for calculating and securing such funding.
5. The County shall administer and distribute all funds received from the United States Department of Housing and Urban Development as a result of Community Development Block Grant (CDBG) and related grant applications, through its designated agency, Berkeley County Grants Administration, pursuant to Sections 4-940 and 6-1-30, South Carolina Code of Laws 1976, as amended, and provide such technical assistance as is necessary to ensure compliance with all provisions of the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, and the Housing and Community Development Act of 1992.
6. Any funds received as a result of said CDBG grant applications will be made available to the parties consistent with the Consolidated Plan, with clear understanding that such distribution will comply with the requirements of Title I of the Housing and Community Development Act and all other appropriate implementing regulations.
7. While the Municipality may develop projects to be implemented within its boundaries, the County shall have final responsibility for project selection to assure the federal program guidelines are met, and that the County shall have sole responsibility for preparation and filing of final statements and/or applications regarding program activities to be undertaken. Provided, however, all projects and programs undertaken by the Urban County and the municipalities shall implement and further the goals and objectives set forth in the Consolidated Plan established for the Urban county in 2020, and any revision and extensions thereof.
8. The parties will take actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, including Title VI of the Civil Rights Act of 1964 and the Fair Housing

Act of 1974, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws. Further, the County and Municipality agree to affirmatively further fair housing within their boundaries.

9. It is understood that Urban County funding is prohibited for activities in or in support of any cooperation unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.
10. Pursuant to 24 CFR 570.50 1(b), each cooperating Municipality is subject to the same requirements as subrecipients in such instances where the Municipality might have control of CDBG grant or program income funds, including the requirement of a written agreement as set forth in 24 CFR 570.503, and as such its programs shall be subject to review through its designee, the Berkeley County Grants Administration.
11. The County is the recipient of the grants, and as such is responsible to ensure that the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, and the Housing and Community Development Act of 1992, is complied with, and the County shall be given full and complete authority to administer and monitor any projects or programs undertaken in the Municipality to assure said compliance.
12. The parties will take all appropriate legal, administrative and legislative actions necessary to successfully complete all programs included in the application or undertaken with grant funds.
13. The County, through its designee, shall receive, monitor, and distribute all program income generated by all projects and programs operated in the municipalities or the unincorporated areas.
14. The title to any real property acquired with CDBG funds allocated to the Municipality, and located within the Municipality when acquired, may be vested in the Municipality, program requirements permitting. The title to any real property acquired with Community Development Block Grant funds, and not situated within the corporate limits of a Municipality when acquired, shall be vested in the County of Berkeley, or its designee. The title to any property acquired by the County of Berkeley through other Federal programs shall reside in the County of Berkeley or its designee whether it is situated within a Municipality, or within the unincorporated area.
15. Any real property acquired in whatever name with CDBG and related grant funds for use by the Municipality shall conform to such and usages as may be specified in the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990 and the Housing and Community Development Act of 1992, and their accompanying

regulations. Should the Municipality desire to change the usage or dispose of any such property, it shall first obtain the approval of the County of Berkeley in order to assure conformance with the aforementioned act.

16. The County, Municipalities, and units of general local government included hereby, certify that they have adopted and are enforcing: (a) a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and (b) a policy of enforcing applicable State and Local Laws against physically barring entrance into or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within their jurisdictions.
17. The parties do hereby mutually commit to conform to all laws and regulations set by the Federal Government respecting the use of any monies granted pursuant to the Housing and Community Development Act of 1974, as amended, the Cranston-Gonzales Act of 1990, and any other program operated by County of Berkeley for the Municipality's benefit. These include, but are not limited to, laws and regulations regarding provisions of the National Environment Policy Act of 1969, Executive Order 11988, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974, equal employment opportunity, audits, penalties, non-discrimination, and labor standards.
18. The parties agree that should a grant be withheld, withdrawn, or terminated for any reason, that Berkeley County be held harmless, and shall not be subjected to any legal action by a Municipality for any resulting consequences.
19. This Agreement may not be amended without the written consent of all parties and approval of the United States Department of Housing and Urban Development, and its terms shall be binding upon the parties, their successors and assigns. Also, each party agrees to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.
20. The County and Municipality shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Number System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act as provide in 2 CFR Part 25, Universal Identifier and Central Contract Registration, and 2 CFR Part 170, Reporting Sub-award and Executive Compensation Information.
21. The County and Municipality shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless

eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or Brownfield as defined in the Small Business Liability Relief and Brownfield Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

22. The County or Municipality that indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

WHEREAS, all other terms and conditions of the Cooperative Agreement shall continue in full force and effect unless further amended by the Parties, or earlier terminated.

ATTEST:

John P. Cribb
County Supervisor
Berkeley County

City of Goose Creek

By: _____

Its: _____

RESOLUTION #:

A RESOLUTION

A RESOLUTION AUTHORIZING THE CITY OF GOOSE CREEK TO ENTER INTO AN AGREEMENT WITH CHARLESTON LOCAL DEVELOPMENT CORPORATION IN A PARTNERSHIP TO CREATE A REVOLVING LOAN FUND AND ALSO INITIATE THE “KICKSTART THE CREEK” BUSINESS ASSISTANCE PROGRAM

WHEREAS, small businesses play a vital role as economic engines for the City of Goose Creek, as well as in enhancing the quality of life for Goose Creek citizens; and

WHEREAS, many small businesses across our city, region, state, and nation have faced tremendous financial hardship due to the Covid-19 pandemic; and

WHEREAS, as businesses re-open, they continue facing financial difficulties due to lower operating capacities and more stringent safety regulations; and

WHEREAS, access to working capital is one of the primary needs of small businesses at this time; and

WHEREAS, some businesses have accessed financial resources from the Federal government, but a need still remains for working capital as we enter the re-opening phase of the pandemic; and

WHEREAS, the City of Goose Creek desires to help our small businesses thrive and wants to be an active partner with our local businesses by creating the “Kickstart the Creek” Business Assistance Program; and

WHEREAS, the City of Goose Creek has maintained a healthy fund balance for emergencies such as this pandemic, and has identified a portion in the amount of \$250,000 of unassigned fund balance that can be wisely used to assist businesses; and

WHEREAS, the City of Goose Creek desires to establish a revolving loan fund, in partnership with the Charleston Local Development Corporation, better known as Charleston LDC, to assist small businesses through working capital loans.

NOW, THEREFORE BE IT RESOLVED, that City Council hereby directs staff to begin the “Kickstart the Creek” Business Assistance Program by assigning an appropriate amount of unassigned fund balance to be used as initial capital in a revolving loan fund program to assist small businesses, and also to enter into a partnership with Charleston LDC to assist in administering the loan program.

**CITY OF GOOSE CREEK,
SOUTH CAROLINA**

(SEAL)

Mayor Gregory S. Habib

ATTEST:

Kelly J. Lovette, MMC, City Clerk



THE CITY OF
GOOSE CREEK

BERKELEY CO. EST. 1961 SO. CAROLINA

Gregory S. Habib
MAYOR

Debra Green-Fletcher
Kevin M. Condon
Corey D. McClary
Jerry Tekac
Gayla S.L. McSwain
Christopher Harmon

CITY COUNCIL

Tyler Howanyk
INTERIM CITY ADMINISTRATOR

519 N. GOOSE CREEK BOULEVARD
P.O. DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 797-6220
FAX (843) 863-5208

May 29, 2020

TO: Tyler Howanyk, Interim City Administrator
FROM: Matt Brady, Economic Development Director

SUBJECT: Goose Creek Business Assistance Program / "Kickstart the Creek"

Tyler,

Appended to this memo is a draft resolution for the **Kickstart the Creek** Program for Council's consideration.

Kickstart the Creek is designed to provide low-interest working capital loans to small businesses within the City of Goose Creek negatively affected by Covid-19. To implement the program, we would partner with Charleston Local Development Corporation (LDC) to issue the loans and assist in underwriting and other loan examination needs. I've also included a memorandum of understanding between the City and LDC.

Best,



Matt Brady



June 5, 2020

Matt Brady
Economic Development Director
City of Goose Creek SC

Dear Mr. Brady:

The following memo of understanding describes the partnership between the City of Goose Creek (City) and the Charleston LDC (LDC) to create a Goose Creek Business Assistance Program.

Overview:

The City and the LDC team up to create Loan Fund for small businesses in Goose Creek impacted by the COVID-19 crisis.

Commitments:

The City is to grant the LDC \$250,000 in unrestricted funds through one disbursement round.

The LDC agrees to use the disbursed funds for loans along the guidelines listed below. The funds will be kept in a separate account which will be auditable by the City of Goose Creek.

Details:

The LDC agrees to create and administer the City's Goose Creek Business Assistance Program.

The loan program will operate within the following parameters:

- Loan amounts from \$2,500 to \$25,000
- Borrowers must have a physical location within the corporate limits of the City of Goose Creek
- Borrowers must be able to demonstrate (using financial records) COVID-19 related impact to business operations incurred March 1, 2020, or later
- Loans will be used exclusively for working capital
- Small Business is defined as those businesses with 25 or fewer full-time-equivalent employees, including franchises with fewer than 25 employees in the City

Terms:

- Interest rate of no more than 4%
- The LDC retains 3% of interest paid, with the remaining 1% reinvested into the program
- Loan origination fee is 1% of loan total to cover closing costs, paid by the City
- The principal repayments will be reinvested into the program
- Application fee of \$25, payable to LDC
- Loan term of twelve months for loans \$2,500 - \$10,000 / 24 months for loans \$10,001 - \$25,000 (term may be extended after analyzing the recipient's ability to repay due to COVID-19 operating restrictions)
- No prepayment penalty
- Full personal and corporate guarantees
- The City will screen:
 - Business location
 - Number of employees
 - Goose Creek valid business license
- The LDC is responsible for loan underwriting and has sole decision-making on loan approval and terms
- Loan payments will be drawn by ACH from borrowers' bank accounts
- The LDC will provide the City with the business name and loan amount
- The LDC will provide the City with quarterly reports on portfolio performance

Non-Eligibility:

- Churches and other nonprofits
- Multi-level marketing businesses
- Financial/Lending institutions
- Private membership or fraternal organizations
- Adult-oriented businesses
- Businesses with over 25 full-time employees or equivalent
- Businesses that started after March 1, 2020

We look forward to working you.

Best Regards,



Steve Saltzman

DEPARTMENT REPORTS

CITY ADMINISTRATOR'S REPORT



THE CITY OF
GOOSE CREEK

BERKELEY CO. EST. 1961 SD. CAROLINA

Tyler Howanyk

INTERIM CITY ADMINISTRATOR

519 N. GOOSE CREEK BOULEVARD

P.O DRAWER 1768

GOOSE CREEK, SC 29445-1768

TEL (843) 797-6220

FAX (843) 863-5208

To: Mayor and City Council
Date: June 4, 2020
Subject: Request to Hire Contractor – John McCants Veteran Park

A Request for Proposals from qualified contractors to build the John McCants Veteran Park was posted on April 23, 2020. Sealed bids were received and opened on May 27, 2020.

The City received two sealed responses which were publicly opened. The bid opening attendance sheet is attached as are the certified bid tabulations as well as the individual bids.

The total base bids *plus* bid alternates are as follows:

AOS Specialty Contractors	\$2,289,884.50
JF Contractors	\$1,794,338.00

In the attached memo, The LandPlan Group South has recommended to award the project to the lowest, responsive bidder, JC Contractors of Sumter, S.C. City staff agrees with this recommendation.

The City has assigned \$1,900,000.00 specifically for this project and therefore no financing is required.

If approved, staff will work with The LandPlan Group South and JF Contractors to formalize the contract start the project.

Your favorable consideration of this request will be appreciated.

Respectfully submitted,

Tyler Howanyk, CPA
Interim City Administrator / Finance Director



MEMO

To: Mr. Tyler Howanyk
City of Goose Creek

Date: 6/4/2020

Re: Recommendation of Award
John McCants Veterans Park
Goose Creek, SC

From: Richard W. McMackin, RLA, ASLA

On Wednesday, May, 2020, two (2) bids were received for the above referenced project. A tabulation of these bids is attached for your information and review. We have reviewed the low bidder's references and are satisfied with the responses. We have contacted LLR, and the BBB and the low bidder has no known issues with either agency.

The LandPlan Group South recommends award to the lowest, responsive bidder, JF Contractors of Sumter, SC, in the base bid amount of **\$1,421,985.00**, and the additional bid alternate amount of **\$372,353.00** (*if within the Town of Goose Creek's budget*).

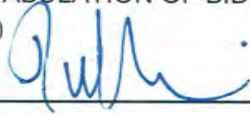
Please contact me if you have questions or if you need additional information.

John McCants Veterans Park
 Goose Creek, SC
 Bid Opening
 May 27, 2020 - 2:00 pm

Name	Company	Present	Phone number	Email address
Daniel Moore	City of Goose Creek	✗	864-231-1135	asm@cityofgoosecreek.com
Rick McMackin	The LandPlan Group South	✗	803-256-0562	rmcmackin@landplansouth.com
Patrick Livingston	The LandPlan Group South	✗	803-256-0562	plivingston@landplansouth.com
Brian Squires	3D Dirtworks	✗	803-968-0300	Bquires26@yahoo.com
Jonathan McElveen	JF Contractors	✗	803-774-8269	jmcelveen@jfcontractors.com
Steven Lewis	Envirosmart		843-772-0062	Steven@envirosmart.us
Mike LaCola <i>JANE PLEASE</i>	AOS	✗	803-798-6831	mlacola@aoss.org

BID TABULATION
JOHN McCANTS VETERANS PARK
GOOSE CREEK, SC

I, RICHARD W. McMACKIN, CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED ON MAY 27, 2020

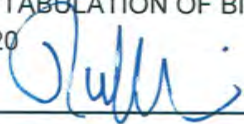


SC LANDSCAPE ARCHITECT #630

				Bidder #1		Bidder #2		Bidder #3	
				AOS Specialty Contractors		JF Contractors			
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$170,000.00	\$170,000.00	\$100,000.00	\$100,000.00		\$0.00
2	Demolition	1	LS	\$121,000.00	\$121,000.00	\$75,000.00	\$75,000.00		\$0.00
3	Site Grading	1	LS	\$155,000.00	\$155,000.00	\$65,000.00	\$65,000.00		\$0.00
4	Concrete								
	a) 18" Curb & Gutter	420	LF	\$20.00	\$8,400.00	\$20.00	\$8,400.00		\$0.00
	b) Flush Curb	34	LF	\$26.50	\$901.00	\$20.00	\$680.00		\$0.00
	c) 6" Curb	800	LF	\$18.00	\$14,400.00	\$25.00	\$20,000.00		\$0.00
	d) Transition Curb	48	LF	\$28.50	\$1,368.00	\$25.00	\$1,200.00		\$0.00
	e) Conc. Drainage Flume	2	SY	\$225.00	\$450.00	\$100.00	\$200.00		\$0.00
	f) Conc. @ Restroom, Pavilion	223	SY	\$85.00	\$18,955.00	\$70.00	\$15,610.00		\$0.00
	g) Conc. Sidewalk & Trail	2,415	SY	\$59.00	\$142,485.00	\$45.00	\$108,675.00		\$0.00
	h) ADA Pavers (@SCDOT ROW)	3	SY	\$520.00	\$1,560.00	\$300.00	\$900.00		\$0.00
5	Storm Drainage								
	a) 18" RCP	245	LF	\$60.00	\$14,700.00	\$50.00	\$12,250.00		\$0.00
	b) 15" RCP	86	LF	\$57.00	\$4,902.00	\$50.00	\$4,300.00		\$0.00
	c) Drop Inlet	3	EA	\$4,500.00	\$13,500.00	\$3,000.00	\$9,000.00		\$0.00
	d) Outlet Structure	1	EA	\$8,000.00	\$8,000.00	\$3,500.00	\$3,500.00		\$0.00
6	Paving								
	a) Asphalt Paving	2,825	SY	\$37.00	\$104,525.00	\$40.00	\$113,000.00		\$0.00
	b) Striping	1	LS	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00		\$0.00
7	Structures								
	a) Restroom Building	1	LS	\$70,250.00	\$70,250.00	\$130,000.00	\$130,000.00		\$0.00
	b) Pavilion	1	EA	\$107,000.00	\$107,000.00	\$20,000.00	\$20,000.00		\$0.00
8	Playground								
	a) Pour-In-Place Surfacing	500	SY	\$257.00	\$128,500.00	\$300.00	\$150,000.00		\$0.00
	b) Playground Structure	1	LS	\$202,000.00	\$202,000.00	\$170,000.00	\$170,000.00		\$0.00
	c) Conc. Path	170	SY	\$60.00	\$10,200.00	\$45.00	\$7,650.00		\$0.00

BID TABULATION
JOHN McCANTS VETERANS PARK
GOOSE CREEK, SC

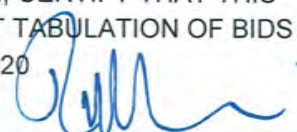
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SC LANDSCAPE ARCHITECT #630

				Bidder #1		Bidder #2		Bidder #3	
				AOS Specialty Contractors		JF Contractors			
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	d) Conc. @ Pavilion	22	SY	\$66.00	\$1,452.00	\$70.00	\$1,540.00		\$0.00
	e) Pavilion	1	EA	\$11,750.00	\$11,750.00	\$20,000.00	\$20,000.00		\$0.00
	f) Fence w/ Gates as shown	410	LF	\$34.00	\$13,940.00	\$65.00	\$26,650.00		\$0.00
	g) Water Fountain	1	EA	\$8,365.00	\$8,365.00	\$6,000.00	\$6,000.00		\$0.00
	h) Bench	7	EA	\$3,500.00	\$24,500.00	\$2,000.00	\$14,000.00		\$0.00
	i) Trash Receptacle	1	EA	\$1,800.00	\$1,800.00	\$1,200.00	\$1,200.00		\$0.00
9	Veterans Plaza								
	a) Double Brick Border Course w/ Base	225	LF	\$30.00	\$6,750.00	\$22.00	\$4,950.00		\$0.00
	b) Brick Pavers w/ Base	135	SY	\$256.00	\$34,560.00	\$180.00	\$24,300.00		\$0.00
	c) Scored Conc. Plaza	85	SY	\$85.00	\$7,225.00	\$75.00	\$6,375.00		\$0.00
	d) Misc. Conc. @ Flagpoles	5	SY	\$90.00	\$450.00	\$300.00	\$1,500.00		\$0.00
	e) Service Wall	5	EA	\$2,500.00	\$12,500.00	\$2,000.00	\$10,000.00		\$0.00
	f) Low Signage Wall	1	LS	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00		\$0.00
	g) 30' Flag Pole	1	EA	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00		\$0.00
	h) 25' Flag Pole	5	EA	\$3,200.00	\$16,000.00	\$3,000.00	\$15,000.00		\$0.00
	i) Flags (As Specified by Owner)	1	LS	\$750.00	\$750.00	\$2,500.00	\$2,500.00		\$0.00
	j) Bench	3	EA	\$3,500.00	\$10,500.00	\$2,000.00	\$6,000.00		\$0.00
	k) Trash Receptacle	2	EA	\$1,800.00	\$3,600.00	\$1,200.00	\$2,400.00		\$0.00
10	Dog Park								
	a) Small Dog Boulder	2	EA	\$600.00	\$1,200.00	\$500.00	\$1,000.00		\$0.00
	b) Medium Dog Boulder	2	EA	\$600.00	\$1,200.00	\$500.00	\$1,000.00		\$0.00
	c) Bridge Stairs	2	EA	\$3,300.00	\$6,600.00	\$1,800.00	\$3,600.00		\$0.00
	d) Triple Jump	2	EA	\$1,000.00	\$2,000.00	\$700.00	\$1,400.00		\$0.00
	e) 36" Tunnel Berm (2 Tunnels)	1	EA	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00		\$0.00
	f) 24" Tunnel Berm (3 Tunnels)	1	EA	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00		\$0.00
	g) Conc. @ Entrance	25	SY	\$60.00	\$1,500.00	\$50.00	\$1,250.00		\$0.00
	h) Fencing w/ Gates as shown	675	LF	\$30.00	\$20,250.00	\$25.00	\$16,875.00		\$0.00
	i) Water Fountain	1	EA	\$8,400.00	\$8,400.00	\$9,600.00	\$9,600.00		\$0.00
	j) Bench	4	EA	\$3,500.00	\$14,000.00	\$2,000.00	\$8,000.00		\$0.00
	k) Trash Receptacle	1	EA	\$1,800.00	\$1,800.00	\$1,200.00	\$1,200.00		\$0.00
	l) Pet Waste Station	1	EA	\$750.00	\$750.00	\$500.00	\$500.00		\$0.00

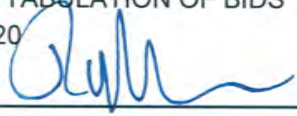
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BID TABULATION
JOHN McCANTS VETERANS PARK
GOOSE CREEK, SC

				Bidder #1		Bidder #2		Bidder #3	
SC LANDSCAPE ARCHITECT #630				AOS Specialty Contractors		JF Contractors			
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
11	Electrical								
	a) Restroom Building	1	LS	\$24,000.00	\$24,000.00	\$5,000.00	\$5,000.00		\$0.00
	b) Flag Lighting (Veterans Plaza)	1	LS	\$28,000.00	\$28,000.00	\$5,000.00	\$5,000.00		\$0.00
	c) 2" PVC Conduit	2,200	LF	\$9.00	\$19,800.00	\$5.00	\$11,000.00		\$0.00
	d) 2" PVC Conduit (Veterans Plaza)	280	LF	\$9.00	\$2,520.00	\$10.00	\$2,800.00		\$0.00
	e) Coordinate Electrical w/Provider	1	LS	\$11,000.00	\$11,000.00	\$2,000.00	\$2,000.00		\$0.00
12	Utilities								
	a) Connection to Ex. Water	1	LS	\$12,000.00	\$12,000.00	\$1,500.00	\$1,500.00		\$0.00
	b) Water Service 3/4" PVC	330	LF	\$36.00	\$11,880.00	\$2.00	\$660.00		\$0.00
	c) Water Service 1/2" PVC	540	LF	\$48.00	\$25,920.00	\$2.00	\$1,080.00		\$0.00
	d) 4" PVC SS Service	320	LF	\$48.00	\$15,360.00	\$10.00	\$3,200.00		\$0.00
	e) SS Connection to Ex. Service	1	LS	\$6,500.00	\$6,500.00	\$1,500.00	\$1,500.00		\$0.00
	f) SS Cleanouts	3	EA	\$1,500.00	\$4,500.00	\$300.00	\$900.00		\$0.00
13	Planting								
	a) Florida Maple	13	EA	\$1,300.00	\$16,900.00	\$700.00	\$9,100.00		\$0.00
	b) Live Oak	12	EA	\$1,300.00	\$15,600.00	\$700.00	\$8,400.00		\$0.00
	c) Chinese Pistache	4	EA	\$930.00	\$3,720.00	\$700.00	\$2,800.00		\$0.00
	d) Sabal Palm	7	EA	\$700.00	\$4,900.00	\$700.00	\$4,900.00		\$0.00
	e) Muhly Grass	38	EA	\$25.00	\$950.00	\$50.00	\$1,900.00		\$0.00
	f) Purple Pixie Loropetalum	111	EA	\$40.00	\$4,440.00	\$60.00	\$6,660.00		\$0.00
	g) Blue Cascade Distylium	171	EA	\$40.00	\$6,840.00	\$50.00	\$8,550.00		\$0.00
	h) Dwarf Yaupon Holly	26	EA	\$21.00	\$546.00	\$60.00	\$1,560.00		\$0.00
	i) Blue Gem Alpine Plum Yew	112	EA	\$32.00	\$3,584.00	\$60.00	\$6,720.00		\$0.00
	j) Variegated Liriope	332	EA	\$15.00	\$4,980.00	\$10.00	\$3,320.00		\$0.00
	k) Bermuda Sod	21,550	EA	\$0.70	\$15,085.00	\$1.00	\$21,550.00		\$0.00
	l) Bermuda Seed	126,000	SF	\$0.15	\$18,900.00	\$0.18	\$22,680.00		\$0.00
	m) Triple Shredded Hardwood Mulch	1	LS	\$12,750.00	\$12,750.00	\$7,500.00	\$7,500.00		\$0.00
	n) Topsoil	1	LS	\$16,000.00	\$16,000.00	\$10,000.00	\$10,000.00		\$0.00
14	Irrigation	1	LS	\$39,500.00	\$39,500.00	\$27,000.00	\$27,000.00		\$0.00
TOTAL, BASE BID					\$1,898,113.00		\$1,421,985.00 *		\$0.00


I, RICHARD W. McMACKIN, CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED ON MAY 27, 2020



BID TABULATION
JOHN McCANTS VETERANS PARK
GOOSE CREEK, SC

				Bidder #1		Bidder #2		Bidder #3	
SC LANDSCAPE ARCHITECT #630				AOS Specialty Contractors		JF Contractors			
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BID ALTERNATE									
JOHN McCANTS VETERANS PARK									
GOOSE CREEK, SC									
15	Site Grading	1	LS	\$65,000.00	\$65,000.00	\$65,000.00	\$65,000.00		\$0.00
16	Concrete								
	a) 6" Curb	620	LF	\$18.00	\$11,160.00	\$25.00	\$15,500.00		\$0.00
	b) Transition Curb	24	LF	\$28.50	\$684.00	\$25.00	\$600.00		\$0.00
	c) Conc. @ Pavilions	45	SY	\$85.00	\$3,825.00	\$70.00	\$3,150.00		\$0.00
	d) Conc. Sidewalk & Trail	2,080	SY	\$59.00	\$122,720.00	\$45.00	\$93,600.00		\$0.00
	e) ADA Pavers (@SCDOT ROW)	3	SY	\$520.00	\$1,560.00	\$300.00	\$900.00		\$0.00
17	Storm Drainage								
	a) Trench Drain & Grate	1	EA	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00		\$0.00
	b) 10" HDPE	70	LF	\$40.00	\$2,800.00	\$30.00	\$2,100.00		\$0.00
18	Paving								
	a) Asphalt Paving	1,255	SY	\$37.00	\$46,435.00	\$40.00	\$50,200.00		\$0.00
	b) Striping	1	LS	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00		\$0.00
19	Misc								
	a) Pavilion	2	EA	\$11,750.00	\$23,500.00	\$20,000.00	\$40,000.00		\$0.00
	b) Trash Receptacle	2	EA	\$1,800.00	\$3,600.00	\$1,200.00	\$2,400.00		\$0.00
20	Electrical								
	a) 2" PVC Conduit	1,800	LF	\$9.00	\$16,200.00	\$5.00	\$9,000.00		\$0.00
21	Planting								
	a) Florida Maple	4	EA	\$1,300.00	\$5,200.00	\$700.00	\$2,800.00		\$0.00
	b) Live Oak	5	EA	\$1,300.00	\$6,500.00	\$700.00	\$3,500.00		\$0.00
	c) Sabal Palm	6	EA	\$700.00	\$4,200.00	\$800.00	\$4,800.00		\$0.00
	d) Muhly Grass	26	EA	\$25.00	\$650.00	\$50.00	\$1,300.00		\$0.00
	e) Variegated Liriope	116	EA	\$15.00	\$1,740.00	\$15.00	\$1,740.00		\$0.00
	f) Bermuda Seed	146,650	EA	\$0.15	\$21,997.50	\$0.22	\$32,263.00		\$0.00
	g) Triple Shredded Hardwood Mulch	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00		\$0.00

I, RICHARD W. McMACKIN, CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED ON MAY 27, 2020



BID TABULATION
JOHN McCANTS VETERANS PARK
GOOSE CREEK, SC

				Bidder #1		Bidder #2		Bidder #3	
SC LANDSCAPE ARCHITECT #630				AOS Specialty Contractors		JF Contractors			
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	h) Topsoil	1	LS	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00		\$0.00
22	Irrigation	1	LS	\$32,000.00	\$32,000.00	\$22,000.00	\$22,000.00		\$0.00
TOTAL, BID ALTERNATE					\$391,771.50		\$372,353.00		\$0.00
TOTAL, BASE BID & ALTERNATE					\$2,289,884.50		\$1,794,338.00		\$0.00

* Reflects calculation difference by contractor (unit price prevails)

TO: CITY OF GOOSE CREEK (hereinafter called "Owner")

FROM: J.F. Contractors LLC

119 S. Harvin St.

Sumter SC 29150

Phone - 803-774-8269

of the City of Sumter County of Sumter

and State of South Carolina, hereinafter called "Bidder".

PROJECT: John McCants Veterans Park
Goose Creek, SC

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for the construction of above-referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefore.

He further understands that the quantities of work tabulated in the Bid are only approximate and are subject to increase or decrease as deemed necessary to the performance of the work by the Engineer; and that these quantities as shown will be used in arriving at the total Contract Price and determination of the lowest Bidder.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees to commence work under this contract within 10 days of receipt of the Notice to Proceed and to fully complete the project within 240 consecutive calendar days thereafter.

Bidder also agrees to pay \$200/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. 1 Date 5-21-2020
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

SCHEDULE OF PRICES – John McCants Veterans Park

Item	Description	Qty	Unit	Unit Price	Price
1	Mobilization	1	LS	\$100,000.00	\$100,000.00
2	Demolition	1	LS	\$75,000.00	\$75,000.00
3	Site Grading	1	LS	\$65,000.00	\$65,000.00
4	Concrete				
	a) 18" Curb & Gutter	420	LF	\$20.00	\$8,400.00
	b) Flush Curb	34	LF	\$20.00	\$680.00
	c) 6" Curb	800	LF	\$25.00	\$20,000.00
	d) Transition Curb	48	LF	\$25.00	\$1,200.00
	e) Conc. Drainage Flume	2	SY	\$100.00	\$200.00
	f) Conc. @ Restroom, Pavilion	223	SY	\$70.00	\$15,610.00
	g) Conc. Sidewalk & Trail	2,415	SY	\$45.00	\$108,675.00
	h) ADA Pavers (@SCDOT ROW)	3	SY	\$300.00	\$900.00
5	Storm Drainage				
	a) 18" RCP	245	LF	\$50.00	\$12,250.00
	b) 15" RCP	86	LF	\$50.00	\$4,300.00
	c) Drop Inlet	3	EA	\$3,000.00	\$9,000.00
	d) Outlet Structure	1	EA	\$3,500.00	\$3,500.00
6	Paving				
	a) Asphalt Paving	2,825	SY	\$40.00	\$113,000.00
	b) Striping	1	LS	\$10,000.00	\$10,000.00
7	Structures				
	a) Restroom Building	1	LS	\$130,000.00	\$130,000.00
	b) Pavilion	1	EA	\$20,000.00	\$20,000.00
8	Playground				
	a) Pour in Place Surfacing	500	SY	\$300.00	\$150,000.00
	b) Playground Structure	1	LS	\$170,000.00	\$170,000.00
	c) Conc. Path	170	SY	\$45.00	\$7,650.00
	d) Conc. @ Pavilion	22	SY	\$70.00	\$1,540.00
	e) Pavilion	1	EA	\$20,000.00	\$20,000.00
	f) Fencing w/Gates as shown	410	LF	\$65.00	\$26,650.00
	g) Water Fountain	1	EA	\$6,000.00	\$6,000.00
	h) Bench	7	EA	\$2,000.00	\$14,000.00
	i) Trash Receptacle	1	EA	\$1,200.00	\$1,200.00
9	Veterans Plaza				
	a) Double Brick Border Course w/Base	225	LF	\$22.00	\$4,950.00

Item	Description	Qty	Unit	Unit Price	Price
	b) Brick Pavers w/ Base	135	SY	\$180.00	\$24,300.00
	c) Scored Conc. Plaza	85	SY	\$75.00	\$6,375.00
	d) Misc. Conc. @ Flagpoles	5	SY	\$300.00	\$1,500.00
	e) Service Wall	5	EA	\$2,000.00	\$10,000.00
	f) Low Signage Wall	1	LS	\$25,000.00	\$25,000.00
	g) 30' Flag Pole	1	EA	\$3,500.00	\$3,500.00
	h) 25' Flag Pole	5	EA	\$3,000.00	\$15,000.00
	i) Flags (As Specified by Owner)	1	LS	\$2,500.00	\$2,500.00
	j) Bench	3	EA	\$2,000.00	\$6,000.00
	k) Trash Receptacle	2	EA	\$1,200.00	\$2,400.00
10	Dog Park				
	a) Small Dog Boulder	2	EA	\$500.00	\$1,000.00
	b) Medium Dog Boulder	2	EA	\$500.00	\$1,000.00
	b) Bridge Stairs	2	EA	\$1,800.00	\$3,600.00
	c) Triple Jump	2	EA	\$700.00	\$1,400.00
	d) 36" Tunnel Berm (2 Tunnels)	1	EA	\$2,000.00	\$2,000.00
	e) 24" Tunnel Berm (3 Tunnels)	1	EA	\$2,000.00	\$2,000.00
	f) Conc. @ Entrance	25	SY	\$50.00	\$1,250.00
	g) Fencing w/Gates as shown	675	LF	\$25.00	\$16,875.00
	h) Water Fountain	1	EA	\$9,600.00	\$9,600.00
	i) Bench	4	EA	\$2,000.00	\$8,000.00
	j) Trash Receptacle	1	EA	\$1,200.00	\$1,200.00
	k) Pet Waste Station	1	EA	\$500.00	\$500.00
11	Electrical				
	a) Restroom Building	1	LS	\$5,000.00	\$5,000.00
	b) Flag Lighting (Veterans Plaza)	1	LS	\$5,000.00	\$5,000.00
	c) 2" PVC Conduit	2,200	LF	\$5.00	\$11,000.00
	d) 2" PVC Conduit (Veterans Plaza)	280	LF	\$10.00	\$2,800.00
	e) Coordinate Electrical w/Provider	1	LS	\$2,000.00	\$2,000.00
12	Utilities				
	a) Connection to Ex. Water	1	LS	\$1,500.00	\$1,500.00
	b) Water Service 3/4" PVC	330	LF	\$2.00	\$660.00
	c) Water Service 1/2" PVC	540	LF	\$2.00	\$1,080.00
	d) 4" PVC SS Service	320	LF	\$10.00	\$3,200.00
	e) SS Connection to Ex. Service	1	LS	\$1,500.00	\$1,500.00
	f) SS Cleanouts	3	EA	\$300.00	\$900.00
13	Planting				
	a) Florida Maple	13	EA	\$700.00	\$9,100.00
	b) Live Oak	12	EA	\$700.00	\$8,400.00
	c) Chinese Pistache	4	EA	\$700.00	\$2,800.00

Item	Description	Qty	Unit	Unit Price	Price
	d) Sabal Palm	7	EA	\$ 700.00	\$ 4,900.00
	e) Muhly Grass	38	EA	\$ 50.00	\$ 1,900.00
	f) Purple Pixie Loropetalum	111	EA	\$ 60.00	\$ 6,660.00
	g) Blue Cascade Distylium	171	EA	\$ 50.00	\$ 8,550.00
	h) Dwarf Yaupon Holly	26	EA	\$ 60.00	\$ 1,560.00
	i) Blue Gem Alpine Plum Yew	112	EA	\$ 60.00	\$ 6,720.00
	j) Variegated Liriope	332	EA	\$ 10.00	\$ 3,320.00
	o) Bermuda Sod	21,550	SF	\$ 1.00	\$ 21,550.00
	p) Bermuda Seed	126,000	SF	\$ 0.18	\$ 22,680.00
	q) Triple Shredded Hardwood Mulch	1	LS	\$ 7,500.00	\$ 7,500.00
	r) Topsoil	1	LS	\$ 10,000.00	\$ 10,000.00
14	Irrigation	1	LS	\$ 27,000.00	\$ 27,000.00

TOTAL, BASE BID ITEMS 1-14 Inclusive

\$ 1,413,985.00

* 1,415,985.00

SCHEDULE OF PRICES – BID ALTERNATE – John McCants Veterans Park (Phase II)

Item	Description	Qty	Unit	Unit Price	Price
15	Site Grading	1	LS	\$ 65,000.00	\$ 65,000.00
16	Concrete				
	a) 6" Curb	620	LF	\$ 25.00	\$ 15,500.00
	b) Transition Curb	24	LF	\$ 25.00	\$ 600.00
	c) Conc. @ Pavilions	45	SY	\$ 70.00	\$ 3,150.00
	d) Conc. Sidewalk & Trail	2,080	SY	\$ 45.00	\$ 93,600.00
	e) ADA Pavers (@SCDOT ROW)	3	SY	\$ 300.00	\$ 900.00
17	Storm Drainage				
	a) Trench Drain & Grate	1	EA	\$ 3,500.00	\$ 3,500.00
	b) 10" HDPE	70	LF	\$ 30.00	\$ 2,100.00
18	Paving				
	a) Asphalt Paving	1,255	SY	\$ 40.00	\$ 50,200.00
	b) Striping	1	LS	\$ 8,000.00	\$ 8,000.00
19	Misc				
	a) Pavilion	2	EA	\$ 20,000.00	\$ 40,000.00
	b) Trash Receptacle	2	EA	\$ 1,200.00	\$ 2,400.00
20	Electrical				
	a) 2" PVC Conduit	1,800	LF	\$ 5.00	\$ 9,000.00

Item	Description	Qty	Unit	Unit Price	Price
21	Planting				
	a) Florida Maple	4	EA	\$700.00	\$2,800.00
	b) Live Oak	5	EA	\$700.00	\$3,500.00
	c) Sabal Palm	6	EA	\$800.00	\$4,800.00
	d) Muhly Grass	26	EA	\$50.00	\$1,300.00
	e) Variegated Liriope	116	EA	\$15.00	\$1,740.00
	f) Bermuda Seed	146,650	SF	\$0.22	\$32,263.00
	g) Triple Shredded Hardwood Mulch	1	LS	\$2,000.00	\$2,000.00
	h) Topsoil	1	LS	\$8,000.00	\$8,000.00
22	Irrigation	1	LS	\$22,000.00	\$22,000.00

TOTAL, ALTERNATE BID ITEMS 15-22 Inclusive \$ 372,353.00

Additions to work and deletions from work shall be paid in accordance with these unit prices.

The above unit prices shall include all labor, materials, de-watering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal Agreement attached within 10 days, and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of 5% (\$) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned declares that his firm is (delete those not applicable):
A corporation organized and existing under the laws of the State of SC.
A partnership consisting of _____.

The undersigned declares that the person or person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

J.F. Contractors LLC
Contractor
By: Jonathan MEEveen
Jonathan MEEveen
(Type/Print Name)
Project Manager
(Title)
119 S. Herwin St.
(Street Address)
Sunter S.C. 29150
(City, State, Zip)

(SEAL - if bid is by a Corporation)

S.C. General Contractor's License No. G108684

(End Section 01140)

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned JF Contractors, LLC
, as Principal, and United States Fire Insurance Company, as Surety, are hereby held
and firmly bound unto City of Goose Creek, as OWNER, in the penal sum of
Five Percent of
Amount Bid for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 27th day of May, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to
City of Goose Creek a certain BID attached hereto and hereby made a part hereof, to enter
into a contract in writing, for the construction of:

**John McCants Veterans Park
Goose Creek, SC**

NOW, THEREFORE,

- (a) If the said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

02714429420

KNOW ALL MEN BY THESE PRESENTS That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Tyler Turnbull, Scott Pelin, Matthew Rose, Beverly Ivey, Della Case

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements,

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



ARR

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 27th day of May 2020

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned AOS Specialty Contractors, Inc.
 _____, as Principal, and North American Specialty Insurance Company, as Surety, are hereby held
 and firmly bound unto City of Goose Creek, as OWNER, in the penal sum of
 5% of the
attached bid*** for the payment of which, well and truly to be made, we hereby jointly and
 severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 27th day of May, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to
City of Goose Creek a certain BID attached hereto and hereby made a part hereof, to enter
 into a contract in writing, for the construction of:

**John McCants Veterans Park
 Goose Creek, SC**

NOW, THEREFORE,

- (a) If the said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

TO: CITY OF GOOSE CREEK (hereinafter called "Owner")

FROM: AOS Specialty Contractors, Inc.

1224 Two Notch Road

Lexington, SC 29073

Phone - 803-798-6831

of the City of Lexington County of Lexington

and State of South Carolina, hereinafter called "Bidder".

PROJECT: John McCants Veterans Park
Goose Creek, SC

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for the construction of above-referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefore.

He further understands that the quantities of work tabulated in the Bid are only approximate and are subject to increase or decrease as deemed necessary to the performance of the work by the Engineer; and that these quantities as shown will be used in arriving at the total Contract Price and determination of the lowest Bidder.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees to commence work under this contract within 10 days of receipt of the Notice to Proceed and to fully complete the project within 240 consecutive calendar days thereafter.

Bidder also agrees to pay \$200/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. 1 Date May 21, 2020

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

SCHEDULE OF PRICES – John McCants Veterans Park

Item	Description	Qty	Unit	Unit Price	Price
1	Mobilization	1	LS	170,000.00	170,000.00
2	Demolition	1	LS	121,000.00	121,000.00
3	Site Grading	1	LS	155,000.00	155,000.00
4	Concrete				
	a) 18" Curb & Gutter	420	LF	20.00	8,400.00
	b) Flush Curb	34	LF	26.50	901.00
	c) 6" Curb	800	LF	18.00	14,400.00
	d) Transition Curb	48	LF	28.50	1,368.00
	e) Conc. Drainage Flume	2	SY	225.00	450.00
	f) Conc. @ Restroom, Pavilion	223	SY	85.00	18,955.00
	g) Conc. Sidewalk & Trail	2,415	SY	59.00	142,485.00
	h) ADA Pavers (@SCDOT ROW)	3	SY	520.00	1,560.00
5	Storm Drainage				
	a) 18" RCP	245	LF	60.00	14,700.00
	b) 15" RCP	86	LF	57.00	4,902.00
	c) Drop Inlet	3	EA	4,500.00	13,500.00
	d) Outlet Structure	1	EA	8,000.00	8,000.00
6	Paving				
	a) Asphalt Paving	2,825	SY	37.00	104,525.00
	b) Striping	1	LS	3,500.00	3,500.00
7	Structures				
	a) Restroom Building	1	LS	70,250.00	70,250.00
	b) Pavilion	1	EA	107,000.00	107,000.00
8	Playground				
	a) Pour in Place Surfacing	500	SY	257.00	128,500.00
	b) Playground Structure	1	LS	202,000.00	202,000.00
	c) Conc. Path	170	SY	60.00	10,200.00
	d) Conc. @ Pavilion	22	SY	66.00	1,452.00
	e) Pavilion	1	EA	11,750.00	11,750.00
	f) Fencing w/Gates as shown	410	LF	34.00	13,940.00
	g) Water Fountain	1	EA	8,365.00	8,365.00
	h) Bench	7	EA	3,500.00	24,500.00
	i) Trash Receptacle	1	EA	1,800.00	1,800.00
9	Veterans Plaza				
	a) Double Brick Border Course w/Base	225	LF	30.00	6,750.00

24,500.00

Item	Description	Qty	Unit	Unit Price	Price
	b) Brick Pavers w/ Base	135	SY	256.00	34,560.00
	c) Scored Conc. Plaza	85	SY	85.00	7,225.00
	d) Misc. Conc. @ Flagpoles	5	SY	90.00	450.00
	e) Service Wall	5	EA	2,500.00	12,500.00
	f) Low Signage Wall	1	LS	50,000.00	50,000.00
	g) 30' Flag Pole	1	EA	3,500.00	3,500.00
	h) 25' Flag Pole	5	EA	3,200.00	16,000.00
	i) Flags (As Specified by Owner)	1	LS	750.00	750.00
	j) Bench	3	EA	3,500.00	10,500.00
	k) Trash Receptacle	2	EA	1,800.00	3,600.00
10	Dog Park				
	a) Small Dog Boulder	2	EA	600.00	1,200.00
	b) Medium Dog Boulder	2	EA	600.00	1,200.00
	b) Bridge Stairs	2	EA	3,300.00	6,600.00
	c) Triple Jump	2	EA	1,000.00	2,000.00
	d) 36" Tunnel Berm (2 Tunnels)	1	EA	3,500.00	3,500.00
	e) 24" Tunnel Berm (3 Tunnels)	1	EA	1,500.00	1,500.00
	f) Conc. @ Entrance	25	SY	60.00	1,500.00
	g) Fencing w/Gates as shown	675	LF	30.00	20,250.00
	h) Water Fountain	1	EA	8,400.00	8,400.00
	i) Bench	4	EA	3,500.00	14,000.00
	j) Trash Receptacle	1	EA	1,800.00	1,800.00
	k) Pet Waste Station	1	EA	750.00	750.00
11	Electrical				
	a) Restroom Building	1	LS	24,000.00	24,000.00
	b) Flag Lighting (Veterans Plaza)	1	LS	28,000.00	28,000.00
	c) 2" PVC Conduit	2,200	LF	9.00	19,800.00
	d) 2" PVC Conduit (Veterans Plaza)	280	LF	9.00	2,520.00
	e) Coordinate Electrical w/Provider	1	LS	11,000.00	11,000.00
12	Utilities				
	a) Connection to Ex. Water	1	LS	12,000.00	12,000.00
	b) Water Service ¾" PVC	330	LF	36.00	11,880.00
	c) Water Service ½" PVC	540	LF	48.00	25,920.00
	d) 4" PVC SS Service	320	LF	48.00	15,360.00
	e) SS Connection to Ex. Service	1	LS	6,500.00	6,500.00
	f) SS Cleanouts	3	EA	1,500.00	4,500.00
13	Planting				
	a) Florida Maple	13	EA	1,300.00	16,900.00
	b) Live Oak	12	EA	1,300.00	15,600.00
	c) Chinese Pistache	4	EA	930.00	3,720.00

Item	Description	Qty	Unit	Unit Price	Price
	d) Sabal Palm	7	EA	700 ⁰⁰	#4,900 ⁰⁰
	e) Muhly Grass	38	EA	25 ⁰⁰	950 ⁰⁰
	f) Purple Pixie Loropetalum	111	EA	40 ⁰⁰	4,440 ⁰⁰
	g) Blue Cascade Distylium	171	EA	40 ⁰⁰	6,840 ⁰⁰
	h) Dwarf Yaupon Holly	26	EA	21 ⁰⁰	546 ⁰⁰
	i) Blue Gem Alpine Plum Yew	112	EA	32 ⁰⁰	3,584 ⁰⁰
	j) Variegated Liriope	332	EA	15 ⁰⁰	4,980 ⁰⁰
	o) Bermuda Sod	21,550	SF	070	15,085 ⁰⁰
	p) Bermuda Seed	126,000	SF	015	18,900 ⁰⁰
	q) Triple Shredded Hardwood Mulch	1	LS	12,750 ⁰⁰	12,750 ⁰⁰
	r) Topsoil	1	LS	16,000 ⁰⁰	16,000 ⁰⁰
14	Irrigation	1	LS	39,500 ⁰⁰	39,500 ⁰⁰

TOTAL, BASE BID ITEMS 1-14 Inclusive

\$ 1,898,113.00

SCHEDULE OF PRICES – BID ALTERNATE – John McCants Veterans Park (Phase II)

Item	Description	Qty	Unit	Unit Price	Price
15	Site Grading	1	LS	65,000 ⁰⁰	65,000 ⁰⁰
16	Concrete				
	a) 6" Curb	620	LF	18 ⁰⁰	11,160 ⁰⁰
	b) Transition Curb	24	LF	28 ⁰⁰	672 ⁰⁰
	c) Conc. @ Pavilions	45	SY	85 ⁰⁰	3,825 ⁰⁰
	d) Conc. Sidewalk & Trail	2,080	SY	59 ⁰⁰	122,720 ⁰⁰
	e) ADA Pavers (@SCDOT ROW)	3	SY	520 ⁰⁰	1,560 ⁰⁰
17	Storm Drainage				
	a) Trench Drain & Grate	1	EA	5,000 ⁰⁰	5,000 ⁰⁰
	b) 10" HDPE	70	LF	40 ⁰⁰	2,800 ⁰⁰
18	Paving				
	a) Asphalt Paving	1,255	SY	37 ⁰⁰	46,435 ⁰⁰
	b) Striping	1	LS	4,000 ⁰⁰	4,000 ⁰⁰
19	Misc				
	a) Pavilion	2	EA	11,750 ⁰⁰	23,500 ⁰⁰
	b) Trash Receptacle	2	EA	1,800 ⁰⁰	3,600 ⁰⁰
20	Electrical				
	a) 2" PVC Conduit	1,800	LF	9 ⁰⁰	16,200 ⁰⁰

Item	Description	Qty	Unit	Unit Price	Price
21	Planting				
	a) Florida Maple	4	EA	1,300 ⁰⁰	5,200 ⁰⁰
	b) Live Oak	5	EA	1,300 ⁰⁰	6,500 ⁰⁰
	c) Sabal Palm	6	EA	700 ⁰⁰	4,200 ⁰⁰
	d) Muhly Grass	26	EA	25 ⁰⁰	650 ⁰⁰
	e) Variegated Liriope	116	EA	15 ⁰⁰	1,740 ⁰⁰
	f) Bermuda Seed	146,650	SF	0.15	21,997.50
	g) Triple Shredded Hardwood Mulch	1	LS	5,000 ⁰⁰	5,000 ⁰⁰
	h) Topsoil	1	LS	8,000 ⁰⁰	8,000 ⁰⁰
22	Irrigation	1	LS	32,000 ⁰⁰	32,000 ⁰⁰

TOTAL, ALTERNATE BID ITEMS 15-22 Inclusive \$ 391,771.50

Additions to work and deletions from work shall be paid in accordance with these unit prices.

The above unit prices shall include all labor, materials, de-watering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal Agreement attached within 10 days, and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of 5% OF BID (\$ 94,905.65) is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned declares that his firm is (delete those not applicable):
A corporation organized and existing under the laws of the State of South Carolina.
A partnership consisting of _____.

The undersigned declares that the person or person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

AOS Specialty Contractors, Inc.

Contractor

(SEAL - if bid is by a Corporation)

By: Jane Plante

Jane Plante

(Type/Print Name)

Vice President

(Title)

1224 Two Notch Road

(Street Address)

Lexington, SC 29073

(City, State, Zip)

S.C. General Contractor's License No. G111758

(End Section 01140)

MAYOR'S REPORT

MONTHLY DEPARTMENT REPORT

**City of Goose Creek Administration Department
Monthly Report
May 2020**

Business Licenses Issued

License Type	Issued	Fee	Gross Sales Reported	YTD Issued	YTD Fees	YTD Gross Sales Reported
Inside City	36	\$ 12,519	\$ 3,505,704	932	\$ 1,698,148	\$ 1,252,713,941
Outside City	89	123,785	20,294,049	1,171	1,230,700	245,964,878
NWS Contracts	5	62,075	39,733,307	19	90,922	46,626,372
MASC Ins & Telecom	135	270,333	13,516,650	246	340,950	20,578,145
Prior Yrs.	4	407	22,000	118	31,270	17,901,662
Totals	269	\$ 469,119	\$ 77,071,710	2,486	\$ 3,391,990	\$ 1,583,784,998

Licenses Issued to New Commercial Businesses Inside the City

Name	Address	Type
RA Coffee Company LLC	2418 NNPTC Circle #2417	2(coffee shop)

Building Permits Issued

	Issued	Fees	Construction Costs	YTD Issued	YTD Fees	YTD Construction Costs
Express	48	\$ 59,440	\$ 8,314,829	164	\$ 193,943	\$ 28,071,242
Building	55	6,374	646,148	324	72,367	11,004,125
Misc Permits	55	3,784	919,031	224	17,099	4,491,821
Plan Review	35	8,886	-	339	89,733	-
Totals	193	\$ 78,484	\$ 9,880,008	1,051	\$ 373,142	\$ 43,567,188

Commercial Construction in Progress

Contractor Name	Address	Project
Linden Construction	2006 N Main Street	Shopping Plaza
O'Brien & Gere Inc. of North America	435 Old Mt Holly Road	Manufacturing Plant
CF Evans Construction Company LLC	11000 Eagle Hall Lane	Apartment Complex
Carolina Contracting Services	117-129 Plantation North Blvd.	Shopping Complex
Carolina Multifamily Construction Inc	1000 Conway Circle	Apartment Complex
Paric Corporation	2 Spring Hall Drive	Business Office Addition
Hawk Construction of Charleston	111 Spring Hall Drive	Business Office Addition
Schaffer Group Inc.	105 Commerce Place	Office Building w/Storage
Cowarrd-Hund Construction	121 Carolina Avenue	Commercial Building
Trident Construction	300 Callen Blvd	Oncology Addition

**City of Goose Creek Administration Department
Monthly Report
May 2020**

Single Family Housing Starts (By Sub-Division)

	<u>Current</u>	<u>YTD</u>
Montague Point	0	0
Lakeview Commons	0	0
Liberty Village (Brickhope)	6	51
Mackey Farms	4	15
Marrington Villas (Cobblestone)	0	0
Medway Landing	4	19
Miscellaneous	13	19
Sophia Landing	7	16
Carnes Crossroads	14	44
TOTALS	<u>48</u>	<u>164</u>

Hospitality Fees Collected

	<u>Current Month</u>	<u>YTD</u>	<u>Fund Balance</u>
Total Fees Collected	\$ 146,105	\$ 593,088	\$ 530,370

Berkeley County Water & Sanitation Payments Collected at City Hall

	<u>Current Month</u>	<u>YTD</u>
Number of Payments Collected	1,680	8,619
Total Receipts Collected	\$ 91,874	\$ 492,020

MUNICIPAL COURT MONTHLY REPORT

Report For May 1st, 2020 to May 31st, 2020

Cases Filed

Criminal	175	
Traffic	857	
City Ordinance	9	
Parking	31	
	<hr/>	
Total Filed Violations		1072

Bench Trials Scheduled

Criminal	12	
Traffic	398	
City Ordinance	0	
Parking	28	
	<hr/>	
Total Scheduled		438

Case Disposition

Guilty	175	
Not Guilty	0	
Continued	836	
Dismissed for Plea Agreement (Ticket Re-Write)	31	
Dismissed by Judge	0	
Dismissed for Deceased	4	
Dismissed for Compliance	210	
Dismissed by Officer	17	
Dismissed - Lack of Prosecution	2	
Entered into the PTI Program	1	
Voided	20	
Nolle Pros	1	
Transferred to Youth Court	0	
Transferred to Magistrate	0	
Transferred to General Sessions	57	
	<hr/>	
Disposition Totals		1354

Fines, Fees and Assessments Collected

Fines Retained by the City	\$19,205.14	
Fees and Assessments Forwarded to the State	\$29,782.61	
Victim's Assistance Fund	\$3,246.95	
	<hr/>	
Total Fines, Fees, and Assessments Paid		\$52,234.70

Bench Warrants

Issued	1	
Cleared	2	
	<hr/>	
Change in Total Warrants		-1

Jury Trials

<u>April</u>		<u>(Previous Month)</u>	
Requested	0	Requested	0
Scheduled	0	Scheduled	0
Continued	0	Continued	11
Disposed	2	Disposed	0
Pending Total	29	Previous Pending Total	31

City of Goose Creek
Maintenance Division Monthly Report
May 2020

DESCRIPTION	MAY	Y.T.D
Vehicle Usage		
Vehicle Mileage.....	5,023	12,447
Fuel Consumption (Diesel).....	0	0
Fuel Consumption (Unleaded).....	371	862
Ground Maintenance		
Drainage/Maintenance Activities (Approximate Hours).....	648	3,072
Solid Waste Collection (Hours).....	80	112
Drainage Maintenance (Hours).....	64	240
Building, Grounds, Special Projects (Hours).....	504	2,720
Road and Bike Trail Maintenance (Hours).....	0	0
Road Maintenance		
Road Maintenance Request (Total).....	6	56
SCDOT (new request).....	5	21
County (new request).....	1	35
Road Maintenance Requests Corrected.....	20	69
Street Signs Replaced/Erected/Repaired.....	6	26
Ditch Maintenance		
Ditch Maintenance Request.....	0	19
SCDOT.....	0	8
County.....	0	11
Ditch Maintenance Corrected.....	0	21

City of Goose Creek
Sanitation and Code Enforcement Divisions Monthly Report
May 2020

DESCRIPTION	MAY	Y.T.D
Sanitation:		
Vehicle Usage:		
Vehicle Mileage.....	10,757	40,181
Fuel Consumption (Diesel).....	3,600	10,639
Garbage Removal:		
Household Garbage (Tons).....	1,241	5,736
Yard Debris (Tons).....	368	1,777
Construction Debris (Tons).....	166	709
Side Door Collections.....	0	36
Dead Animal Removed From Streets.....	9	37
Code Enforcement:		
Vehicle Usage:		
Vehicle Mileage.....	1,994	4,393
Fuel Consumption (Unleaded).....	89	253
Inspection/Violations:		
Code Inspections (Complaints)	2	10
Code Inspections.....	519	2,174
Code Violations Corrected	218	627
Code Violations Pending.....	120	N/A
Inoperable/Unlicensed Vehicles Cited.....	78	166
Inoperable/Unlicensed Vehicles Cleared.....	10	74
Summons Issued.....	2	17

City of Goose Creek
Water Division Monthly Report
May 2020

DESCRIPTION	MAY	Y.T.D
Water Usage:		
Total Consumption (M.G.).....	93.08	384.46
Max Daily Flow (M.G.D.).....	3.85	3.85
Min Daily Flow (M.G.D.).....	2.45	1.69
Daily Average (M.G.D.).....	3.00	2.54
Account Services:		
New Customers.....	84	360
Close Outs.....	50	362
Adjustments:.....	2	29
Account Arrangements.....	0	118
Clerical Errors.....	8	40
Temporary Services.....	9	63
Turn-Offs...(Sewer).....	0	325
Turn-Offs... (Non-Payment, Bad Checks, No Deposit).....	0	601
Maintenance Services:		
Repair Broken Water Mains.....	1	4
Investigate Service Leaks.....	28	180
Repair Service Leaks.....	2	28
Locate Lines	161	1219
Change Meters.....	73	259
Service Line Replacement	0	0
Meter Box Maintenance and Repair.....	8	25
Valve Replacement	0	0
Fire Hydrant Replacement/Installs/Repairs.....	0	7
Install Taps.....	21	133
Site Restorations	0	3
Vehicle Usage:		
Vehicle Mileage.....	7,136	27,914
Fuel Consumption (Gallons).....	601	1,662

**City of Goose Creek Fire Department
 Monthly Report
 May
 2020**

	TOTAL	YTD
Fire		
FIRST RESPONDER	218	624
HAZMAT	5	16
CANCELLED ENROUTE	42	118
FALSE ALARM	16	65
SERVICE CALL	29	90
FIRE	15	43
SPECIAL INCIDENT	1	5
NATURAL DISASTER	3	3
Total Fire Calls	329	964
EMS		
Patients Seen	214	818
Patients Transported	184	706
No Transports	30	112
Cancel/False	29	112
TOTAL EMS CALLS	243	930
Average Response Time	11:01	
Man Hours	472	
TRAINING HOURS - Daily and Specialized	242	1428
PUBLIC EDUCATION	2	6
SMOKE DETECTOR DISTRIBUTION/INSTALLATION	4	4
BUILDING INSPECTIONS		
Slab Plumbing	37	100
Slab/Mono Slab/Footings	29	117
Sheathing	30	123
Mech/Elect/Plumb/Gas Roughs/Finals	148	612
Framing	47	212
Insulation	30	111
Electrical Final/Release	44	160
Gas Final/Release	36	115
Building Final/CO	56	158
Courtesy/Misc (Sunroom, Windows, Roofs)	35	107
Building Safety	3	13

Goose Creek Police Department
May 2020 Monthly Report

Offenses/Incidents Investigated

Crimes Against Persons	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Homicide / Manslaughter	0	2	0	#DIV/0!
Aggravated Assault	1	18	20	-10.0%
Simple Assault	23	128	122	4.9%
Intimidation	6	26	41	-36.6%
Criminal Domestic Violence	31	127	80	58.8%
Criminal Sexual Conduct	1	21	19	10.5%
Armed Robbery	0	5	5	0.0%
Strong Arm Robbery	0	2	0	#DIV/0!
Fraud / Forgery-Financial	37	114	121	-5.8%
Kidnapping / Abduction	0	1	1	0.0%
Drug Related Violations	67	244	213	14.6%
Disorderly / Disturbing School	1	3	23	-87.0%
Unlawful Use of Telephone	1	11	14	-21.4%
Resisting Arrest	1	13	3	333.3%
Indecent Exposure	0	1	3	-66.7%
Crimes Against Property	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Burglary / B & E	5	43	58	-25.9%
Grand Larceny (Vehicles)	8	37	22	68.2%
Petit / Grand Larceny	27	158	127	24.4%
Theft from Motor Vehicles	24	133	85	56.5%
Shoplifting	41	179	76	135.5%
Vandalism	20	90	96	-6.3%
Trespassing	5	27	29	-6.9%
Receiving Stolen Goods	0	5	13	-61.5%
Possession of Stolen Auto	0	2	7	-71.4%
Arson	1	3	1	200.0%
Traffic	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Driving Under the Influence (DUI)	14	54	62	-12.9%
Other	Inc. Month	Inc. YTD	Vs. Last Y.T.D.	Change %
Bench Warrant Cases	0	6	4	50.0%
Alcohol Violations	8	31	36	-13.9%
Weapons Violations	8	33	18	83.3%
Totals	333	1,523	1,310	16.3%

Goose Creek Police Department
May 2020 Monthly Report

General Service Delivery

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Total Calls for Police Service	4,798	22,337	27,014	-17.3%
Service Response Time Average				
Emergency	2:21	2:21	2:54	-19.0%
Non-emergency	5:51	5:12	6:53	-24.5%

Traffic Collisions

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Traffic Collisions	132	600	741	-19.0%
Injured	15	165	284	-41.9%
Killed	0	0	0	#DIV/0!

Traffic Enforcement

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Number of Traffic Stops	1001	4,307	5,935	-27.4%
Citations	938	4,299	5,924	-27.4%
Warnings	450	1,814	2,708	-33.0%

Animal Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Total Calls for Service	99	546	701	-22.1%
Total Animals Handled	32	149	173	-13.9%

Records Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Walk-ins	257	1,350	1,978	-31.7%
External Calls	338	1,739	2,050	-15.2%
Internal Calls	188	1,078	1,131	-4.7%
Reports Disseminated	26	212	187	13.4%
Fingerprinting Services	50	196	183	7.1%

Goose Creek Police Department
May 2020 Monthly Report

Criminal Investigations

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Cases Assigned	18	180	147	22.4%
Cases Cleared by Arrest	3	40	27	48.1%
Cases Exceptionally Cleared	3	35	31	12.9%
Cases Administratively Closed	6	52	52	0.0%
Cases Unfounded	3	27	40	-32.5%
Evidence Items Received	277	1,549	1,334	16.1%

Victim Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Crime Victims / Witnesses Served	80	379	339	11.8%

Training Activities

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Formal Training Hours	398	5,006	5,340	-6.3%
In Service / Roll Call Training Hours	1,415	7,644	8,394	-8.9%
Total Monthly Training Hours	1,813	12,006	13,734	-12.6%

Crime Prevention Services

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Neighborhood Crime Watch Meetings	0	1	2	-50.0%
Business Contacts	2	20	31	-35.5%
Telephone Contacts / Emails	20	156	222	-29.7%

There are four citywide crime prevention meetings scheduled for 2020 calendar year as well as four women's self-defense classes

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Bicycle Patrol Hours	0	11	120	-90.8%

Communications

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
911 Calls Received	1,474	6,690	6,627	1.0%
Walk-in Customers Served	674	3,776	2,876	31.3%
Total Number of Calls Held	118	778	730	6.6%

(Total # of calls for service held before officer is available for dispatch)

Goose Creek Police Department
May 2020 Monthly Report

School Resource Officers

During the Summer months, the SRO's cover Summer School, activities at the recreation center and bicycle patrol.

	Month	Y.T.D.	Vs. Last Y.T.D.	Change %
Incident Reports	0	14	45	-68.9%
Arrests				
Juvenile	0	8	15	-46.7%
Adults	0	0	6	-100.0%

Golf Department
Monthly Report **May**
2020

MEMBERSHIP TOTALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
GOLF Members	129	131	139	136	138								N/A
ROUNDS 2019	2,169	2,802	3,825	3,724	4,020	3,529	3,758	3,398	3,090	3,386	2,705	2,135	38,541
ROUNDS 2020	2,401	2,482	4,037	1,778	3,730								14,428
GOLF REVENUE	72,037	73,380	111,397	37,947	87,225								381,985.10
PRO SHOP REVENUE	4,457	5,892	7,936	3,965	8,013								30,263.67
SNACK BAR REVENUE	24,620	24,739	25,802	11,136	30,337								116,633.38
TOTAL REVENUE	\$101,114	\$104,010	\$145,135	\$ 53,048	\$125,575	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0	528,882.15

Crowfield Golf Club
News and Events

Golf Recap: The first 14 days of May were restricted to residents and members in single carts due to Covid-19. May 15th we returned to general public and placed two golfers back in a cart, this allowed rounds and revenues to get closer to where they should be.

Upcoming Events: All large shotgun type events have been cancelled for the month of June due to the current Covid-19 restrictions. Smaller league tee time type groups no larger than 50 have resumed. The Club management is following the proper re-opening procedures carefully and ensuring social distancing and current restrictions are being followed.

Golf Course Condition: The golf course is in great condition, the greens were aerified June 1st and 2nd and will cause a dip in rounds but should be all healed up and ready for a nice busy Summer by mid- June.

Crowfield Golf Club is open to the general public, regardless of where you live, for membership or daily play. For more information please go to:
<http://www.crowfieldgolf.com> or you may call 843-764-4618.

Crowfield Metric Chart

	Revenue	Expense	Rounds	E.P.G.	R.P.G.
2016	\$ 1,174,759	\$ 1,226,173	34,505	\$ 35.54	\$ 34.05
2017	\$ 1,197,591	\$ 1,238,459	33,751	\$ 36.69	\$ 35.48
2018	\$ 1,316,535	\$ 1,376,041	35,352	\$ 38.92	\$ 37.24
2019	\$ 1,507,839	\$ 1,527,663	38,541	\$ 39.64	\$ 39.12
2020	\$ 528,882	\$ 599,902	14,428	\$ 41.58	\$ 36.66

E.P.G. = Expense per golfer

R.P.G. = Revenue per golfer

2020

	Revenue	Expense	Rounds	E.P.G.	R.P.G.
January	\$101,114.40	\$ 140,663	2,401	\$ 58.59	\$ 42.11
February	\$104,010.19	\$ 117,273	2,482	\$ 47.25	\$ 41.91
March	\$145,134.81	\$ 126,012	4,037	\$ 31.21	\$ 35.95
April	\$53,048.23	\$ 117,279	1,778	\$ 65.96	\$ 29.84
May	\$125,574.52	\$ 98,675	3,730	\$ 26.45	\$ 33.67
June					
July					
August					
September					
October					
November					
December					
Total	\$528,882.15	\$ 599,902	14,428		

* 2020 is un-audited

City of Goose Creek
Recreation Department
Monthly Report
May 2020

ACTIVITY CENTER PROGRAMS

- **Aerobics:** 12 classes offered per week, 7 Easy Does it classes offered per week, Zumba classes offered 3 times a week, Ball Fit is offered 2 times a week and Werq is also a good workout. Spin classes have been added to offer a variety to participants. A monthly schedule is out with specific dates and times.
- **Art Classes:** Art classes are offered for adults and kids. Each class has a different theme. Days and times of classes can be found on our website.
- **Dance:** Ages 3 & up learn tap, ballet and jazz and put on a recital in May. Hip Hop classes are also offered on Monday afternoons from 4:30 PM to 5:30 PM.
- **Gymnastics/Tumbling/Cheernastics:** Playnastics is a fun time for ages 6 months to 7 year olds. Classes are held Monday, Tuesday and /wednesdays from 10:00am to 12:00pm. The cost is \$5 per child for residents and \$7 per child for nonresidents. There are several classes for all ages. See our website for all class times and dates.
- **Music:** Piano and Voice lessons are offered for all ages. We have all dates and times on our website.
- **Martial Arts:** Classes are held on Tuesdays, Thursdays and Saturdays for all levels starting at age 4. First class is a free trial class.
- **Preschool:** Preschool includes the Half Pints class and the Bright Beginnings class. The school program runs from September to May and follows the Berkeley County School District holiday schedule.
- **Yoga:** Classes are offered on Monday through Thursday for all different levels. The website will show all the levels and times offered.

	April	May	Totals
Total Participants	0	0	Average 509
Resident Participants	0	0	Average 352
Nonresident Participants	0	0	Average 157
Resident Revenue	\$ (563.00)	\$ 45.50	\$ 97,477.40
Nonresident Revenue	\$ (334.00)	\$ (\$1,705.00)	\$ 48,273.05
Instructors Pay	\$ (0.00)	\$ (0.00)	\$ (16,173.51)
Profit/Loss	\$ (897.00)	\$ (\$1,659.50)	\$ 129,576.94

COMMUNITY CENTER PROGRAMS

- **Fitness Memberships:** Adult and Youth Memberships are available. Residents are \$60 for an adult and \$25 for youth for a year. Nonresidents pay \$325 adult and \$175 for a youth membership per year.
- **Personal Training:** Orientation, Personal Training from 3 certified instructors, and Strength training for teens. We have added a holistic nutritionist for extra help.
- **Senior Walking Club:** This club is for seniors 60 and older. They receive a colored membership card that does not need to be scanned in. This membership runs a calendar year. Residents pay \$25 for a year and nonresidents pay \$100 for a year. The days and hours that they can walk is Monday – Friday 12:30 PM to 2:30 PM.
- **Special Events:** These include any events or festivals that are scheduled during the month through the Community Center. For example, our spring concert series and our Social Squad activities each month.

	April	May	Totals
Total Participants	2,814	2,960	Average 3,296
Resident Participants	2,752	2,895	Average 3,157
Nonresident Participants	62	65	Average 139
Resident Revenue	\$ (345.00)	\$ (55.00)	\$ 63,431.00
Nonresident Revenue	\$ (117.50)	\$ (201.00)	\$ 10,886.38
Instructors Pay	\$ (0.00)	\$ (0.00)	\$ (2,363.30)
Profit/Loss	\$ (462.50)	\$ (256.00)	\$ 71,954.08

SPORTS

Baseball/Softball: Registration started on January 1, 2020 and ended on January 30, 2019. The price for residents is \$45 and nonresidents pay \$75 for ages 9-14 in baseball and 9-13 in softball. Each participant will receive pants and a shirt.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
T-Ball Ages 4-5	10	111
Coach Pitch Ages 6-7	8	88
Modified Coach Pitch Ages 7-8	4	53
Dixie Minors Ages 9-10	6	66
Dixie Youth Ages 11-12	4	48
Dixie Boys Ages 13-14	3	37
Dixie Majors Ages 15-19	1	14
Softball Coach Pitch Ages 6-8	2	30
Dixie Angels Ages 9-10	3	37
Dixie Ponytails Ages 11-12	2	24
Dixie Belles Ages 13-15	1	13

Soccer: Registration began on January 1, 2020 and ended on January 30, 2020. Residents will pay \$45 and nonresidents will pay \$75 and will receive shorts, socks, and a shirt.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Tiny Tot Ages 4-5	8	80
Pee Wee Ages 6-7	10	120
Small Fry Ages 8-9	8	113
Mite Ages 10-12	8	113

Cheerleading: Registration will begin in May.

Football: Registration will begin in June.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Midget Ages 6-8		
Pee Wee Ages 9-10		
Small Fry Ages 11-12		
Middle School: 13-14		

Basketball: Registration will begin soon for summer basketball.

AGE GROUPS	# of TEAMS	# of PARTICIPANTS
Tiny Tot Ages 5-6		
Pee Wee Ages 7-8		
Small Fry Ages 9-10		
Small Fry Girls Ages 9-10		
Mite Ages 11-12		
Mite Girls Ages 11-12		
Midget Ages 13-14		

SPORTS

- **Pickleball:** This sport is a mixture of ping pong, badminton and tennis. There is open play five days a week from 9:00am to 1:00pm. We also offer some select Sunday afternoon from 3pm-5pm for open pickleball play. Members can play for free and nonmembers only pay \$2 to play.
- **Volleyball:** We offer open play on Friday nights from 4:30 PM to 8:00 PM. Members can come in for free and nonresidents pay a \$5 fee.

	April	May	Totals
Total Participants	0	0	1,128
Resident Participants	0	0	918
Nonresident Participants	0	0	210
Resident Revenue	\$ (9,330.00)	\$ (29,695.00)	\$ 1,985.00
Nonresident Revenue	\$ (1,890.00)	\$ (6,485.00)	\$ 4,015.00
Instructors Pay	\$ (0.00)	\$ (0.00)	\$ (0.00)
Profit/Loss	\$ (11,220.00)	\$ (36,180.00)	\$ 6,000.00

SUMMARY

Athletics	April	May	Totals
Total Resident Participants	0	0	918
Total Resident Revenue	(\$9,330.00)	(\$29,695.00)	\$1,985.00
Total Nonresident Participants	0	0	210
Total Nonresident Revenue	(\$1,890.00)	(\$6,485.00)	\$4,015.00

Activity Center	April	May	Totals
Total Resident Participants	0	0	1,760
Total Resident Revenue	(\$563.00)	\$45.50	\$97,477.40
Total Nonresident Participants	0	0	783
Total Nonresident Revenue	(\$334.00)	(\$1,705.00)	\$48,273.05

Community Center	April	May	Totals
Total Resident Participants	2,752	2,895	12,787
Total Resident Revenue	(\$345.00)	(\$55.00)	\$63,431.00
Total Nonresident Participants	62	65	692
Total Nonresident Revenue	(\$117.50)	(\$201.00)	\$10,886.38

UPCOMING EVENTS

JUNE

12TH – Therapeutic “No Limits” Summer Dance – This dance will be held at the Goose Creek Recreation gym from 6pm-8pm. This will be a good time for all ages in our therapeutic program.

JULY

4TH – Fabulous Fourth in the Creek – This annual event will offer families a fun time with music, food, and fun. It will take place at the Municipal Center from 6:30pm-9:30pm. Fireworks will begin at dark.

All events are subject to change and updates will be provided

Goose Creek Recreation Parks and Addresses

- Dennis Park – 300 Anita Dr. – baseball/softball diamond, picnic tables, playground
- Dogwood Park – 460 Liberty Hall Rd. – soccer field, football field, covered picnic area, grill, playground
- Etling Park – 100 Ellen Dr. - basketball court, covered picnic area, playground
- Eubanks Park – Old Moncks Corner Rd. – basketball courts, sand volleyball court, tennis courts, covered picnic area, grill, playground – available for rentals
- Fairfax Park – 100 Fairfax Blvd. – grill, picnic area, playground
- Felkel Field Complex – 100 Lucy Dr. – baseball/softball fields, concession stand, restrooms, playground
- Forest Lawn Park – 100 Giles Dr. – grill, picnic tables, playground
- Foster Creek Park – 100 Foster Creek Rd. – soccer fields, concession stand, restrooms, Playground
- Lake Greenview Park – 1 Pandora Dr. – trails, covered picnic area, picnic tables, grill, Playground
- Oak Creek Park – 100 Persimmon Circle – covered picnic area, grill, playground
- Ryan Creek Park – 229 Janice St. – benches, playground
- Shannon Park – Old Moncks Corner Road - picnic tables, playground
- St. James III Park – 1007 Willowood Ave. – covered picnic area, grill, playground
- St. James Park – 107 Westminster Blvd. – covered picnic area, playground, tennis court