

## **Appendix B**

# **Memorandum of Agreement among U.S. Army Corps of Engineers, Charleston District; Federal Railroad Administration or Other U.S. Department of Transportation Agency; Palmetto Railways; Advisory Council on Historic Preservation; Muscogee (Creek) Nation; and the South Carolina State Historic Preservation Officer Regarding the Navy Base Intermodal Facility Project in Charleston County, South Carolina**

**MEMORANDUM OF AGREEMENT  
AMONG THE U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT;  
FEDERAL RAILROAD ADMINISTRATION OR OTHER U.S. DEPARTMENT OF  
TRANSPORTATION AGENCY; PALMETTO RAILWAYS; ADVISORY COUNCIL ON  
HISTORIC PRESERVATION; MUSCOGEE (CREEK) NATION;  
AND THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE NAVY BASE INTERMODAL FACILITY PROJECT IN  
CHARLESTON COUNTY, SOUTH CAROLINA**

**WHEREAS**, pursuant to Section 404 of the Clean Water Act (33 U.S.C. § 1344), Palmetto Railways, a division of the South Carolina Department of Commerce, has submitted an application to the United States Army Corps of Engineers, Charleston District (“Corps”) for a Department of the Army (“DA”) permit to authorize impacts to waters of the United States associated with the construction and operation of the Navy Base Intermodal Facility (“NBIF”) at the former Charleston Naval Complex (“CNC”) in the City of North Charleston, Charleston County, South Carolina (“undertaking”); and

**WHEREAS**, Section 106 of the National Historic Preservation Act (“NHPA”) of 1966, as amended (54 U.S.C. § 306108, previously codified at 16 U.S.C. § 470f), requires any federal agency having direct or indirect jurisdiction over a proposed Federal or federally assisted undertaking to take into account the effect of the undertaking on historic properties and afford the Advisory Council on Historic Preservation (“ACHP”) a reasonable opportunity to comment on such undertaking; and

**WHEREAS**, the Corps’ issuance of a DA permit constitutes a federally assisted undertaking under Section 106 of the NHPA; and

**WHEREAS**, Palmetto Railways is pursuing financial assistance from the U.S. Department of Transportation (USDOT), including a direct loan under the Railroad Rehabilitation and Improvement Financing (RRIF) Loan Program; and

**WHEREAS**, the Secretary of USDOT has delegated responsibility to the Build America Bureau (Bureau) to enter into credit assistance agreements under the RRIF Loan Program; and

**WHEREAS**, under 49 C.F.R. § 1.81(a)(6), FRA may carry out the Secretary’s responsibilities under Section 106 of the NHPA for rail projects; and

**WHEREAS**, the Secretary, the Bureau and FRA consider the undertaking to be a rail project; and

**WHEREAS**, the FRA would carry out the Secretary's responsibilities for compliance with Section 106 if the USDOT provides financial assistance to the undertaking; and

**WHEREAS**, pursuant to 36 C.F.R. § 800.2(a)(2), the FRA designated the Corps as the lead Federal agency for compliance with Section 106 of the NHPA; and

**WHEREAS**, the Corps is the lead Federal agency for preparation of an Environmental Impact Statement ("EIS") analyzing the impacts of the NBIF Project, and, by letter dated March 13, 2014, FRA agreed to act as a cooperating agency in the preparation of the EIS; and

**WHEREAS**, the Corps has defined the undertaking's Permit Area/Area of Potential Effects ("APE") as all of the land (approximately 118 acres) between Hobson Avenue and the western edge of the CNC, and between Reynolds Avenue and the southern ramp connecting Viaduct Road and Bainbridge Avenue, as well as the land between Reynolds and McMillan Avenues and Hobson Avenue and Avenue E South (*see* Appendix A); and

**WHEREAS**, the Corps and Palmetto Railways, in consultation with the South Carolina State Historic Preservation Officer ("SHPO"), have completed cultural resource inventories and studies to identify and evaluate the effects of the NBIF upon historic properties located within APE (*see Cultural Resources Investigations in Support of South Carolina Public Railway's Proposed Navy Base Intermodal Container Transfer Facility*, Brockington & Associates (March 2016)); and

**WHEREAS**, the Corps has determined and the SHPO has concurred that the undertaking will have adverse effects on historic properties within the CNC which are listed in or have been determined to be eligible for listing in the National Register of Historic Places ("NRHP"), and the Corps and Palmetto Railways have consulted with SHPO pursuant to 33 C.F.R. Part 325, Appendix C; the Corps' "Interim Guidance for Implementing Appendix C of 33 CFR part 325 with the revised Advisory Council on Historic Preservation Regulations at 36 CFR part 800" (Apr. 25, 2005) ("Interim Guidance"); and 36 C.F.R. Part 800, Section 106 of the National Historic Preservation Act of 1966, as amended ("NHPA") 54 U.S.C. § 306108, and applicable regulations ("Consultation Obligations"); and

**WHEREAS**, the historic properties which are listed in or have been determined to be eligible for listing in the National Register of Historic Places that will be adversely affected in the Charleston Naval Hospital Historic District ("CNH") and CNC Building M17 ("USMC Barracks"), are listed on Appendix B ("Properties"); and

**WHEREAS**, prior to Palmetto Railways' acquisition of title of the property within the APE, including those areas containing historic properties set forth in Appendix B, the United States

Government, acting by and through the Department of the Navy, held title to the same property as a portion of what was then known as the Charleston Naval Base; and

**WHEREAS**, in accordance with its duties under the applicable provisions of the Base Closure and Realignment Act of 1990, as well as the Report of the President's Commission on Base Realignment and Closures, dated July 1, 1993, the Department of the Navy entered a Programmatic Agreement in or about May 1995 with SHPO and ACHP, a copy of which is attached hereto as Appendix C; and

**WHEREAS**, by its terms, the Programmatic Agreement fulfilled the Department of the Navy's Consultation Obligations with SHPO and ACHP under Section 106 of the NHPA related to its transfer of the CNC, including the Properties within the CNH; and

**WHEREAS**, the Programmatic Agreement also established procedures for the short- and long-term care and maintenance of the Properties, including the imposition of restrictions on and/or the procedures and approvals required to alter the Properties in the future; and

**WHEREAS**, the Programmatic Agreement imposed a requirement that any transfer of the Properties subsequent to its effective date contain restrictive covenants regarding the alteration of the Properties, in a form included as an appendix to the Programmatic Agreement; and

**WHEREAS**, in accordance with its obligations under the Programmatic Agreement, the Department of the Navy's transfer of the Properties within the CNH to the Charleston Naval Complex Redevelopment Authority ("RDA"), dated July 10, 2003 and recorded August 19, 2004, Book M-506 at page 268, a copy of which is attached hereto as Appendix D, contained a restrictive covenant appurtenant as Exhibit F thereto ("Covenant") which addressed the procedures required for any construction, alteration, rehabilitation, remodeling, demolition, disturbance of or other action that would materially affect the Properties; and

**WHEREAS**, Palmetto Railways took title to the area containing the Properties on or about October 1, 2013, record October 8, 2013, Book 0366 at page 240, a copy of which is attached hereto as Appendix E, which transfer was made expressly subject to the Covenant imposed on the Properties by the Department of the Navy in accordance with the Programmatic Agreement; and

**WHEREAS**, the Covenant provides that the authority to approve any alteration of qualifying historic properties, including the Properties, is devolved on SHPO. Specifically, the Programmatic Agreement and Covenant provide in relevant part:

The [*name of property*] will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for

Rehabilitating Historic Buildings. (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on [*name of property*] that would materially affect the integrity or the appearance of the attributes described above without the prior written permission of the South Carolina State Historic Preservation Officer (SHPO), and signed by a fully authorized representative thereof.

App. D, Navy to RDA Deed at 35, Exhibit F; *see also* App. C, Programmatic Agreement at Appendix 7; and

**WHEREAS**, the Programmatic Agreement provides that, as a part of the Department of the Navy's Consultation Obligations with SHPO and ACHP under Section 106 of the NHPA related to its transfer of the Properties within the CNH, members of the public, including the National Trust for Historic Preservation, the Historic Charleston Foundation, and the Preservation Society of Charleston were consulted and provided the opportunity to comment on the effects of the Programmatic Agreement for the Base Closure and Disposal action, including the procedures and approvals proposed to alter the Properties in the future; and

**WHEREAS**, the Historic Charleston Foundation, The Preservation Society of Charleston, and the Naval Order of the United States, Charleston Commandery, have been consulted regarding the effects of Palmetto Railways' proposed undertaking on historic properties in their role as consulting parties under 33 C.F.R. Part 325, Appendix C, Paragraph 8; Paragraph 1 of the Corps' Interim Guidance; and 36 C.F.R. § 800.2(c)(5), and have been invited to sign this Memorandum of Agreement ("MOA") as concurring parties pursuant to 36 C.F.R. § 800.6(c)(3); and

**WHEREAS**, the Corps has notified federally-recognized tribes about the undertaking's anticipated impacts on historic properties, as required by 36 C.F.R. § 800.6, and the Muscogee (Creek) Nation requested to be a signatory to this MOA; and

**WHEREAS**, in accordance with the Corps' Interim Guidance; 33 C.F.R. Part 325, Appendix C, Par. 8.; 36 C.F.R. § 800.6(a)(1); and 36 C.F.R. § 800.6(b)(1)(iv), the Corps has notified the Advisory Council on Historic Preservation ("ACHP") of its adverse effect determination with specified documentation and the ACHP has chosen to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

**WHEREAS**, the Corps, FRA, ACHP, the Muscogee (Creek) Nation, and SHPO acknowledge that Palmetto Railways has undertaken numerous efforts for the benefit of historic and cultural preservation on the CNC, including with respect to the Properties adversely affected by the NBIF project; and

**WHEREAS**, the Corps, FRA, and Palmetto Railways have incorporated Section 106 consultation into public outreach activities undertaken pursuant to NEPA for the NBIF, including, but not limited to, public notice and comments, public scoping meetings, public meetings, community and stakeholder meetings, and a project website; and

**WHEREAS**, SHPO is authorized to enter into this MOA in order to fulfill its role of advising and assisting Federal agencies in carrying out their Section 106 responsibilities as well as under its express authority under the Programmatic Agreement and Covenant, as agreed to by ACHP; and

**WHEREAS**, Paragraph 3 of the Corps' Interim Guidance; 33 C.F.R. Part 325, Appendix C, Par. 8.; and 36 C.F.R. § 800.6(b)(iv) each provide that, in accordance with the specified consultation obligations, if the agency official(s) and SHPO agree with respect to how the adverse effects of the undertaking will be resolved, they shall execute an MOA; and

**WHEREAS**, Palmetto Railways, as an applicant for funding from USDOT and as an applicant to the Corps for a DA permit, has participated in the Section 106 process pursuant to the Corps' Interim Guidance; 33 C.F.R. Part 325, Appendix C; and 36 C.F.R. § 800.2(c)(4), has participated in the consultation leading to the development of this MOA, and is an invited signatory by the Corps to this MOA pursuant to the Paragraph 3 of the Corps' Interim Guidance; 33 C.F.R. Part 325, Appendix C, Par. 8; and 36 C.F.R. § 800.6(c)(2)(iii); and

**NOW THEREFORE**, the Corps, FRA, Palmetto Railways, SHPO, the Muscogee (Creek) Nation, and ACHP (together, the "Signatories" and each a "Signatory" to this MOA) hereto agree that the NBIF shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

#### **STIPULATIONS**

The Corps, in coordination with the Palmetto Railways, shall ensure that the following stipulations are carried out:

In accordance with its authority, as set forth in the Programmatic Agreement and Covenant, SHPO does hereby provide written permission to Palmetto Railways to undertake the proposed and contemplated actions as specified in Appendix B, which will have adverse effects on the Properties as set forth herein and in the EIS, under the monitoring of the Corps and FRA in accordance with this MOA, subject to Palmetto Railways' undertaking and compliance with the following stipulations:

## I. GENERAL REQUIREMENTS AND STANDARDS

All work carried out pursuant to this MOA shall meet the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation* ("Secretary's Standards") set forth at 36 C.F.R. § 68.3, taking into account the suggested approaches to new construction in the Secretary's Standards.

## II. AVOIDANCE, MINIMIZATION, AND MITIGATION

- A. Vibratory Effects: Palmetto Railways will monitor adversely affected historic properties for construction vibration damage during construction and for a period of two (2) years during operation of the NBIF (see Appendix B for buildings to be monitored). Palmetto Railways (including by and through its contractors) will be required to follow South Carolina's Standard Construction Specifications to avoid vibration damage and address any issues that may arise. Construction plans shall include provisions for pre- and post-construction surveys, installation of vibration monitoring devices, and visual inspection during construction and such plans shall be submitted to the Corps, FRA, and SHPO for review prior to implementation. As appropriate, the Corps or its designated representative will observe the vibration monitors and make the determination as to whether vibration from construction activities could cause vibration damage to the historic properties. If damage occurs as a direct result of NBIF activities during the monitoring period, Palmetto Railways or its contractors shall be responsible for repair of any resulting vibration damage to historic properties. Any repairs shall be coordinated in advance with the Corps and SHPO to ensure that they are carried out in accordance with the Secretary's Standards.
- B. Compliance with Noise Rules: Construction activities shall occur in accordance with local noise regulations, policies, and guidance to minimize adverse noise effects.
- C. State Historical Markers: Palmetto Railways will develop and erect three state historical markers, regarding the history of the USMC Barracks, CNH, and Charleston Naval Yard Officers' Quarters Historic District ("CNYOQ"). Palmetto Railways will erect the markers within two (2) years of the execution of this MOA. The content and placement of the markers will be coordinated with SHPO, who must approve final content and placement of signs. SHPO will waive the historical marker research fee related to the signs.
- D. National Register of Historic Properties: Palmetto Railways shall prepare a nomination of the USMC Barracks to the National Register of Historic Places and submit it to the SHPO for review within one (1) year of the execution of this MOA.

E. Resource Protection:

1. Palmetto Railways will establish the Charleston Naval Base Historical Trust ("CNB Historical Trust") for the purpose of preserving and rehabilitating the historic structures in the CNH and the USMC Barracks, subject to SHPO's prior approval, per the Programmatic Agreement and Covenant(s) that remain in force. The CNB Historical Trust shall include a governing board of not less than: 1 representative from the City of North Charleston, 1 representative of each concurring party, 1 representative of the Redevelopment Authority, 1 representative of Palmetto Railways and 1 representative appointed by the SHPO.
2. Palmetto Railways shall fund the CNB Historical Trust in the amount of Two Million and No/100 Dollars (\$2,000,000.00) for the stated purpose, subject to SHPO's prior approval, per the Programmatic Agreement and Covenant(s) that remain in force. Palmetto Railways shall fund the CNB Historical Trust in an initial payment of Five Hundred Thousand and No/100 Dollars (\$500,000.00) and five (5) subsequent annual installment payments of Three Hundred Thousand and No/100 Dollars (\$300,000.00), the initial payment of which shall be made within 30 days of the commencement of work requiring Corps authorization, and the remaining payments shall be due on the anniversary date of such payment thereafter.
3. Palmetto Railways shall fund a historic resource survey for the APE, under the oversight and supervision of SHPO, which is intended to update and catalogue changes to the properties listed in the Programmatic Agreement for use by the Signatories on a going forward basis. A scope of work for the survey will be developed in consultation with the SHPO, ACHP, and Corps no later than 30 days after the issuance of the DA for the NBIF. The survey will be completed within one year after the scope of work has been approved by the SHPO, ACHP, and Corps. The survey will be submitted to these three organizations who will have 45 days to review and comment on the survey.
4. Palmetto Railways shall lease the Charleston Naval Hospital and/or USMC Barracks to the CNB Historical Trust for a nominal fee for as long as the CNB Historical Trust is actively implementing rehabilitation and preservation efforts and shall include a transfer of title provision upon the satisfaction of certain conditions, which may include acceptable and reasonable utilization of the property as reasonably agreed upon by the CNB Historical Trust, Palmetto



Railways, SHPO, and the Corps, subject to any final approval necessary pursuant to state law. Palmetto Railways may, in its discretion, transfer the Charleston Naval Hospital for nominal consideration, subject to any requisite state approvals and SHPO's consent, for rehabilitation and/or preservation efforts in consultation with the CNB Historical Trust.

5. Palmetto Railways shall work with the CNB Historical Trust and SHPO to ensure that the existing Covenants on the CNH and/or USMC Barracks are enforced or otherwise modified in compliance with the Programmatic Agreement in order to reasonably protect the historic and cultural value of such structures for any rehabilitation or use to be held by the CNB Historical Trust if such properties are transferred or leased to any third party or to be held by an appropriate third party if title is retained by the CNB Historical Trust. Subject to SHPO's prior consent and approval, such rehabilitation and re-use may include use for residential, commercial, office, mixed-use, and retail space and which may include an exhibit or other recognition of CNC objects of historical, scientific, artistic, or cultural interest, including but not limited to the transfer of title to any appropriate entity to accomplish these tasks upon reasonable request.
6. Palmetto Railways will cause the rehabilitation and reuse of the "powerhouse", CNC Building 32 ("Central Power Plant"), which may include use for commercial, office, and retail space and which may include an exhibit or other recognition of CNC objects of historical, scientific, artistic, or cultural interest, including but not limited to the transfer of title to any appropriate entity to accomplish these tasks upon reasonable request, subject to SHPO's prior consent and approval.

### **III. DURATION**

This MOA shall continue throughout the development and implementation of the NBIF. If the project has been delayed or stipulations are not carried out within 10 years of execution of the MOA, the MOA may expire and become null and void. Prior to such time, the Signatories shall consult and determine whether this MOA should be terminated or amended in accordance with this MOA, subject to the continuing authority and obligations of SHPO pursuant to the Programmatic Agreement and Covenant. If the Signatories determine that the MOA will be terminated, the Signatories shall also notify the consulting parties of their decision.

#### **IV. PRESENT AND CONTINUING AUTHORITY**

This MOA and the approval of the alterations to the Properties contemplated herein is approved pursuant to the express authority devolved on SHPO through the Programmatic Agreement and Covenant. It is expressly understood and is hereby confirmed that SHPO's authority under the Programmatic Agreement and Covenant to approve future requests for alteration of historic properties listed in the Programmatic Agreement and enforce the terms of the Covenant, including any properties identified in the updated survey of the APE funded hereby, continues.

#### **V. POST-REVIEW DISCOVERIES**

If potential archeological, historical, or paleontological resources that may be historically significant, other than those discussed in this MOA, are inadvertently discovered during construction of the project, or if unanticipated effects on historic properties are found during the implementation of this MOA, the parties will follow the procedures specified below.

- A. Construction operations in the vicinity of the discovery will be suspended immediately if a suspected archeological, historic, or paleontological item, feature, or structure of historic or archeological significance is discovered.
- B. The Palmetto Railways Project Manager will be notified verbally of the nature and the exact location of the discovery. A 50-foot buffer will be established surrounding the discovery.
- C. The Palmetto Railways Project Manager will immediately contact the Corps, SHPO, FRA and the Muscogee (Creek) Nation THPO, and the parties shall jointly consult with a qualified historian, archeologist, or paleontologist for an opinion regarding the significance of the discovery and will recommend a plan for proper disposition of the objects/features.
- D. Upon notification, the Corps shall notify the Catawba Indian Nation THPO and any other federally recognized tribes, as applicable, of the discovery and seek consultation.
- E. If unanticipated human remains and/or funerary objects are found or suspected, they should be left in place and protected until appropriate consultation is completed. Palmetto Railway Project Manager will immediately notify all the other Signatories and the Charleston County Coroner. Furthermore, no photographs are to be taken of the burial, human remains and/or funerary objects at any time. Please note that human remains and burial grounds are subject to South Carolina law that addresses abandoned

cemeteries and burials, including but not limited to S.C. Code Ann. §§ 27-43-10 to 27-43-30, 16-17-600, and 61-19-29.

- F. The Palmetto Railways Project Manager will protect the discovered objects/features from damage, theft, or other harm while the procedures of this stipulation are being carried out.

## **VI. MONITORING AND REPORTING**

Each year following the execution of this MOA until it expires or is terminated, Palmetto Railways shall prepare an Annual Report documenting actions carried out pursuant to this MOA. The reporting period shall be the fiscal year from January 1 to December 31. Palmetto Railways shall distribute the Annual Report to Signatories and concurring parties to this MOA no later than March 31 of such year.

The Annual Report shall address issues and describe actions and accomplishments over the past year, including, as applicable: any proposed scheduling changes; historic property surveys and results; the status of treatment and mitigation activities, including a report on activities of the CNB Historical Trust and reports on monitoring for vibratory effects; routine activities for which no consultation occurred; funding received from USDOT agencies; any issues that are affecting or may affect Palmetto Railway's ability to continue to meet the terms of this MOA; and any disputes and objections received, and how they were resolved.

## **VII. PROJECT MODIFICATION**

In the event of any changes to the scope of the NBIF, such that additional adverse effects to historic properties or archeological resources not previously considered may result, then the Corps, FRA, SHPO, the Muscogee (Creek) Nation, ACHP, and Palmetto Railways will consult to determine if the MOA should be amended, subject to SHPO's consent and approval per the Programmatic Agreement and Covenant. If SHPO approves the proposed change in scope, the Signatories agree that the MOA should be amended in accordance with Article IX and they further agree to consult in the modification and/or amendment of the MOA.

## **VIII. OTHER FEDERAL AGENCIES**

In the event that another federal agency not initially a party to or subject to this MOA receives an application for funding/license/permit for the undertaking as described in this MOA, such other federal agency may fulfill its Section 106 responsibilities by stating, in writing, that it concurs with the terms of this MOA and notifying the Corps, FRA, Palmetto Railways, the Muscogee (Creek) Nation, ACHP, and SHPO that it intends to do so. Such agreement shall be evidenced by the

execution of an amendment and filing with the ACHP, and implementation of the terms of this MOA.

## **IX. DISPUTE RESOLUTION**

Should any Signatory to this MOA object in writing within thirty (30) days of the receipt of any plans or the implementation of any actions proposed pursuant to this MOA, the Corps, FRA, SHPO, the Muscogee (Creek) Nation, ACHP, and Palmetto Railways shall consult to resolve the objection. If the Corps determines that the objection cannot be resolved, the Corps will:

- A. Forward all documentation relevant to the dispute to ACHP. ACHP shall provide the Corps with its advice on the resolution of the objection with thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Corps shall prepare a written response that takes into account any timely advice or comments regarding the dispute from ACHP, the Signatories and concurring parties, and provide them with a copy of this written response. The Corps will then proceed according to its final decision.
- B. If ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the Corps may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and concurring parties to the MOA, and provide them and ACHP with a copy of such written response.
- C. Per the terms of the Programmatic Agreement and Covenant, any proposed material change to the plans or implementation of the actions described herein resulting from such dispute resolution consultation must be approved by SHPO.
- D. The Signatories' respective responsibilities to carry out all other actions subject to the terms of this MOA that are not subject to the dispute shall remain unchanged.

## **X. AMENDMENTS AND NONCOMPLIANCE**

If any Signatory to this MOA determines that its terms shall not or cannot be carried out or that an amendment to its terms must be made, such Signatory shall immediately consult with other Signatories for 30-days to develop an amendment to this MOA pursuant to 36 C.F.R. §§ 800.6(c)(7) and 800.6(c)(8). The amendment shall be effective on the date that a copy signed by

all of the original Signatories is filed with ACHP. If the Signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the MOA in accordance with Article XI.

## **XI. TERMINATION**

If the MOA is not amended following the consultation set out in this MOA, it may be terminated by any Signatory. Within thirty (30) days following the termination, the Corps and FRA shall notify the Signatories whether or not it shall initiate consultation to execute a new MOA under 36 C.F.R. § 800.6 and proceed accordingly.

Execution of this MOA by the Corps, FRA, Palmetto Railways, the Muscogee (Creek) Nation, ACHP, and SHPO, and the implementation of its terms, evidence that the Corps and FRA have taken into account the effects of the undertaking on historic properties and have afforded ACHP and other consulting parties a reasonable opportunity to comment in accordance with Section 106 of the NHPA.

## **XII. EXECUTION IN COUNTERPARTS**

This MOA may be executed in counterparts. A copy with all original executed signature pages affixed shall constitute the original MOA. The date of the execution shall be the date of the signature of the last party to sign.

[SIGNATURE PAGES FOLLOW]

**SIGNATORY PAGE**

**MEMORANDUM OF AGREEMENT  
AMONG THE U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT;  
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REGARDING THE NAVY BASE INTERMODAL FACILITY PROJECT IN  
CHARLESTON COUNTY, SOUTH CAROLINA**

**U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT**

  
\_\_\_\_\_  
By: **JEFFREY S. PALAZZINI**

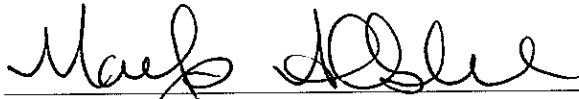
Lieutenant Colonel, EN  
Commander, U.S. Army Engineer District, Charleston

Date: 21 May '88

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CHARLESTON COUNTY, SOUTH CAROLINA**

**FEDERAL RAILROAD ADMINISTRATION  
or other agency of the  
U.S. DEPARTMENT OF TRANSPORTATION**



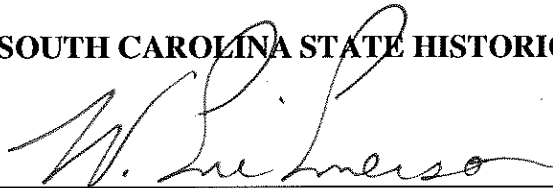
By: Marlys Osterhues  
Chief, Environment and Corridor Planning  
Federal Railroad Administration

Date: 5/10/18

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CHARLESTON COUNTY, SOUTH CAROLINA**

**SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER**



Date: 11-7-17

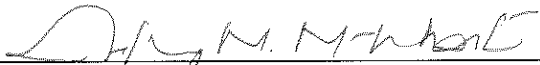
By: Dr. Eric Emerson  
State Historic Preservation Officer  
S.C. Department of Archives and History



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CHARLESTON COUNTY, SOUTH CAROLINA**

**PALMETTO RAILWAYS**

  
\_\_\_\_\_  
By: Jeffrey M. McWhorter  
President and CEO

Date: 10-9-17

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**ADVISORY COUNCIL ON HISTORIC PRESERVATION**



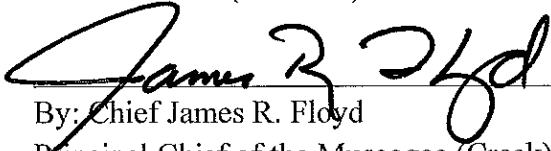
By: John M. Fowler  
Executive Director

Date: 5/30/18

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AMONG THE U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT;  
FEDERAL RAILROAD ADMINISTRATION OR OTHER U.S. DEPARTMENT OF  
TRANSPORTATION AGENCY; PALMETTO RAILWAYS; ADVISORY COUNCIL ON  
HISTORIC PRESERVATION; MUSCOGEE (CREEK) NATION;  
AND THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE NAVY BASE INTERMODAL FACILITY PROJECT IN  
CHARLESTON COUNTY, SOUTH CAROLINA**

**MUSCOGEE (CREEK) NATION**

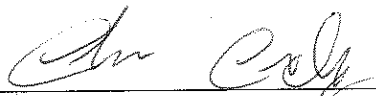
  
By: Chief James R. Floyd  
Principal Chief of the Muscogee (Creek) Nation:

Date: 12/20/2017

CONCURRING PARTIES PAGE

MEMORANDUM OF AGREEMENT  
AMONG THE U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT;  
FEDERAL RAILROAD ADMINISTRATION OR OTHER U.S. DEPARTMENT OF  
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CHARLESTON COUNTY, SOUTH CAROLINA

HISTORIC CHARLESTON FOUNDATION

  
\_\_\_\_\_  
By: Chris Cody  
Its: Staff Attorney

Date: 7/31/18

THE PRESERVATION SOCIETY OF CHARLESTON

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

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

NAVAL ORDER OF THE UNITED STATES, CHARLESTON COMMANDERY

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

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

CONCURRING PARTIES PAGE

MEMORANDUM OF AGREEMENT  
AMONG THE U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT;  
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REGARDING THE NAVY BASE INTERMODAL FACILITY PROJECT IN  
CHARLESTON COUNTY, SOUTH CAROLINA

HISTORIC CHARLESTON FOUNDATION

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

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

THE PRESERVATION SOCIETY OF CHARLESTON

\_\_\_\_\_  
By: *Kristopher B. King*  
Its: *Executive Director*

Date: 7/26/18

NAVAL ORDER OF THE UNITED STATES, CHARLESTON COMMANDERY

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

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

**CONCURRING PARTIES PAGE**

**MEMORANDUM OF AGREEMENT  
AMONG THE U.S. ARMY CORPS OF ENGINEERS, CHARLESTON DISTRICT;  
FEDERAL RAILROAD ADMINISTRATION OR OTHER U.S. DEPARTMENT OF  
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HISTORIC PRESERVATION; MUSCOGEE (CREEK) NATION;  
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REGARDING THE NAVY BASE INTERMODAL FACILITY PROJECT IN  
CHARLESTON COUNTY, SOUTH CAROLINA**

**HISTORIC CHARLESTON FOUNDATION**

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


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

**THE PRESERVATION SOCIETY OF CHARLESTON**

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

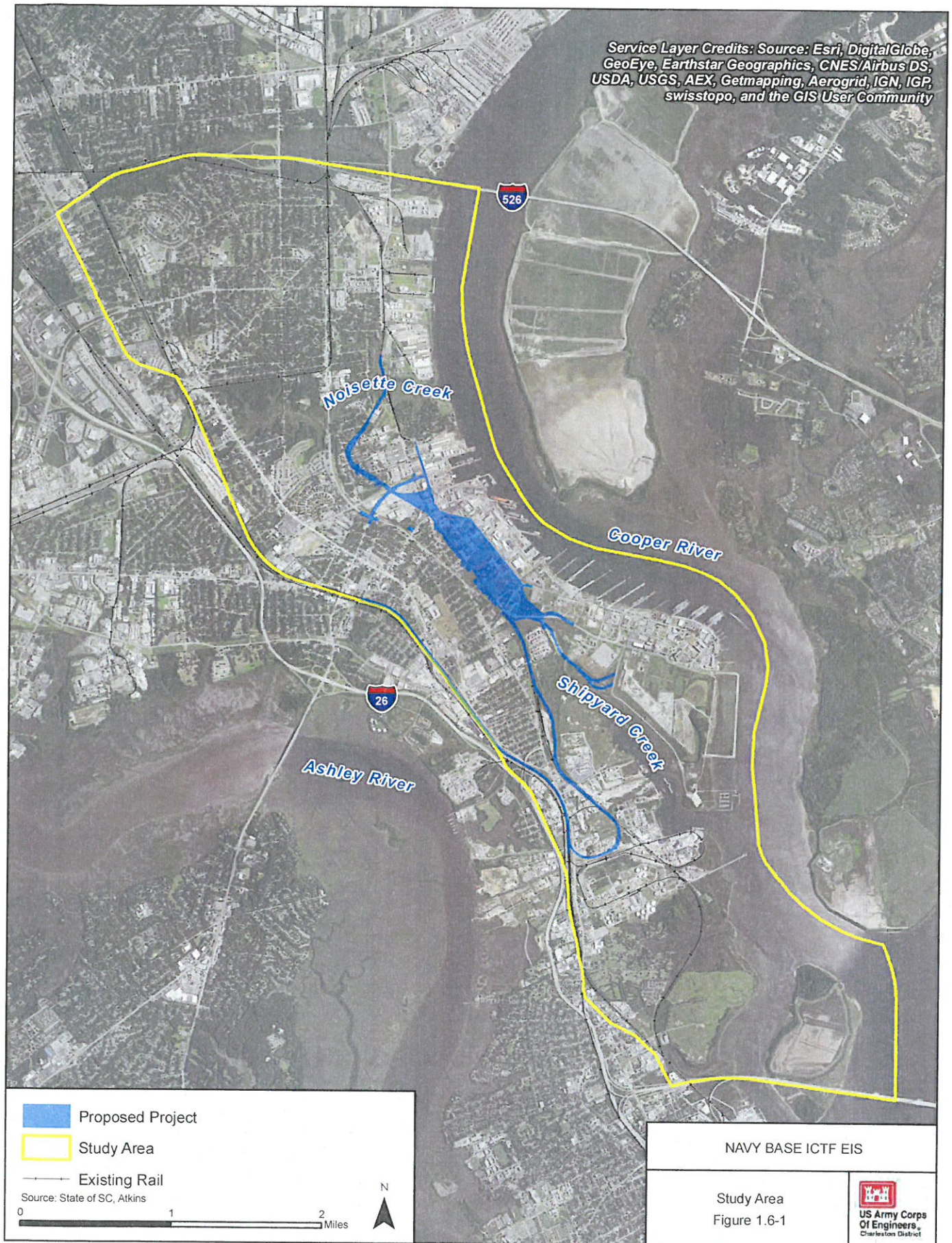
Date: \_\_\_\_\_

**NAVAL ORDER OF THE UNITED STATES, CHARLESTON COMMANDERY**

  
\_\_\_\_\_  
By: Donald C. Cameron  
Its: Consulting Party

Date: 7/31/18

# Appendix A





# Appendix B

## Appendix B

## Properties Listed or Determined to be Eligible for Listing in the National Register of Historic Places

## Appendix B

Name of Building/Building Number	Historic Status: National Register of Historic Places	Assessment of Effects	Management Actions (if specified in MOA)
Bldg. M6-M7	Elgible	Building M6-M7 will be demolished due to the excavation that will occur in building the Northern Lead	n/a
Bldg. M-5	Listed	Building M5 will be demolished due to the excavation that will occur in building the Northern Lead	n/a
Qtrs. EE-DD	Listed	Qtrs. EE-DD will be demolished as it lies in the alignment of the Northern Lead	n/a
Qtrs. CC-BB	Listed	Qtrs. CC-BB will be demolished as it lies in the alignment of the Northern Lead	n/a
Qtrs. LL-AA	Listed	Qtrs. LL-AA will be demolished due to the excavation that will occur in building the Northern Lead	n/a
Qtrs. HH-II	Listed	Qtrs. HH-II will be demolished due to the excavation that will occur in building the Northern Lead	n/a
Qtrs. JJ-KK	Listed	Qtrs. JJ-KK will be demolished as it lies in the alignment of the Northern Lead	n/a
Bldg. 762	Listed	Building 762 will be demolished as it lies in the alignment of the Northern Lead	n/a
Bldg. 763	Listed	Building 763 will be demolished as it lies in the alignment of the Northern Lead	n/a
USMC Barracks - Bldg. M-17	Elgible	Rail cut very close to building. Indirect effects: vibration, auditory, visual	Historical Site Marker/Nom. to the National Register of Historic Places/CNB Historical Trust/Monitoring
Charleston Naval Hospital Bldg. NH 45	Listed	Indirect effects: vibration, auditory	Historical Site Marker/CNB Historical Trust/Monitoring

Appendix B

Charleston Naval Hospital Bldg. NH 46	Listed	Grading/rail close to building. Indirect effects: vibration, auditory, visual	Historical Site Marker/CNB Historical Trust/Monitoring
Charleston Naval Hospital Bldg. NH 47	Listed	Indirect effects: vibration, auditory	Historical Site Marker/CNB Historical Trust/Monitoring
Charleston Naval Hospital Bldg. NH 48	Listed	Grading/rail close to building. Indirect effects: vibration, auditory, visual	Historical Site Marker/CNB Historical Trust/Monitoring
Charleston Naval Hospital Bldg. NH 49	Listed	Indirect effects: vibration, auditory	Historical Site Marker/CNB Historical Trust/Monitoring
Charleston Naval Hospital Bldg. NH 50	Listed	Grading/rail close to building. Indirect effects: vibration, auditory, visual	Historical Site Marker/CNB Historical Trust/Monitoring
Charleston Naval Hospital Bldg. NH 51	Listed	Indirect effects: vibration, auditory	Historical Site Marker/CNB Historical Trust/Monitoring
Charleston Naval Hospital Bldg. NH 52	Listed	Grading/rail close to building. Indirect effects: vibration, auditory, visual	Historical Site Marker/CNB Historical Trust/Monitoring
Charleston Naval Hospital Bldg. NH 53	Listed	Indirect effects: vibration, auditory	Historical Site Marker/CNB Historical Trust/Monitoring
Charleston Naval Hospital Bldg. NH 54	Listed	Grading/rail close to building. Indirect effects: vibration, auditory, visual	Historical Site Marker/CNB Historical Trust/Monitoring
Bldg. M-3A	Listed	Grading/rail close to building. Indirect effects: vibration, auditory, visual	Monitoring
Qtrs. GG-FF	Listed	Grading/rail close to building. Indirect effects: vibration, auditory	Monitoring
Bldg. M-2A	Listed	Grading close to building. Indirect effects: vibration, auditory	Monitoring

Appendix B

Bldg. M-1A	Eligible	Grading/rail close to building. Indirect effects: vibration, auditory, visual	Monitoring
Bldg. M8-M9	Listed	Grading/rail close to building. Indirect effects: vibration, auditory, visual	Monitoring
Bldg. 758	Listed	Grading/rail close to building. Indirect effects: vibration, auditory, visual	Monitoring
Bldg. 759	Listed	Grading/rail close to building. Indirect effects: vibration, auditory, visual	Monitoring
Bldg. 760	Listed	Indirect effects: vibration, auditory, visual	Monitoring
Bldg. 761	Listed	Indirect effects: vibration, auditory, visual	Monitoring
NH 61	Eligible	Indirect effects: vibration, auditory, visual	N/A
NH 68	Listed	Indirect effects: vibration, auditory, visual	N/A

# Appendix C

## **PROGRAMMATIC AGREEMENT**

**AMONG:  
THE DEPARTMENT OF THE NAVY,  
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER,  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**FOR THE:  
BASE CLOSURE AND DISPOSAL OF  
THE NAVAL BASE CHARLESTON, SOUTH CAROLINA**

**May 1995**

**WHEREAS** the United States Navy (Navy) is responsible for implementation of applicable provisions of the Base Closure and Realignment Act of 1990 (P.L. 101-510 [1990]); and

**WHEREAS** the Navy is proceeding with realignment of functions and units, closure of installations, and disposal of excess and surplus property in a manner consistent with the "Report of the President's Commission on Base Realignment and Closures", dated July 1, 1993 (Commission Report); and

**WHEREAS** the Navy has determined that closure, interim leasing, and licensing, and/or disposal of portions of Naval Base Charleston (NAVBASE), South Carolina, will have an effect upon properties that are eligible for listing in the National Register of Historic Places (hereinafter referred to as "historic properties"), and has consulted with the South Carolina State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C., Section 470f), Section 110(f) of the same Act (16 U.S.C., Section 470h.2[f]), and Section 111 of the same Act (16 U.S.C., Section 470h.3); and

**WHEREAS** the historic properties include Archeological Site #38CH1496 and those properties and structures within three (3) historic districts known as the Industrial District, the Hospital District, and the Housing District plus four (4) individual historic properties, (Appendices 1, 2, 3, and 4), as formally determined eligible for listing in the NRHP through consultation and consensual agreement between the SHPO and the Navy in correspondence dated August 18, 1994 (Appendix 5); and

**WHEREAS** appropriate restrictive devices have been prepared to protect these properties in the event of lease (Appendix 6) or transfer/sale (Appendices 7 and 8); and

**WHEREAS** there is an agreed upon mechanism for the amendment of this document as

future circumstances may require (Appendix 9); and

**WHEREAS** interested members of the public, including the Charleston Naval Complex Redevelopment Authority, the National Trust for Historic Preservation, the Historic Charleston Foundation, the Preservation Society of Charleston, and the various local governments have been provided an opportunity to comment on the effects this Base Closure and Disposal action may have on historic properties at Naval Base Charleston, and the Charleston Naval Complex Redevelopment Authority has been invited to concur with this Agreement; and

**NOW, THEREFORE**, the Navy, the SHPO, and the Council agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on the historic properties.

## STIPULATIONS

The Navy will ensure that the following stipulations are implemented:

### I. Architectural and Archeological Properties

A. For the purposes of this Agreement, it is understood that:

1. The Navy will ensure that lessees, in consultation with the SHPO, will develop a reuse plan for any historic properties leased. Navy will encourage new property owner(s), in consultation with the SHPO, to develop a plan for the adaptive reutilization of historic properties which is consistent with the protective covenants attached.

2. Indirect effects of alternative re-uses on the historic properties will be examined in the Navy's National Environmental Policy Act (NEPA) documentation covering installation reuse. The SHPO's comments will be included in this report.

### II. Interim Protection

A. The Navy shall ensure that any historic property that is vacated pending realignment and/or disposal is maintained and preserved pursuant to the Secretary of the Interior's *Standards for Rehabilitation and the Guidelines for Rehabilitating Historic Buildings*, *Charleston Naval Shipyard Facility Layaway Standards*, and *NAVFAC MO-913, Historic Structures Preservation Manual* (collectively referred to as "standards") to minimize deterioration.

B. The Navy shall submit annual reports to the SHPO identifying those historic buildings which have been vacated and the actions taken to secure, protect, and preserve the

properties. The first report shall be submitted in October 1995. Subsequent reports shall be submitted each October thereafter, including a list of all historic properties transferred out of Navy jurisdiction and the recipient of that property, until all historic properties have been transferred.

C. While an historic property remains under the Navy's jurisdiction, the Navy will ensure that the South Carolina SHPO has the opportunity to review and comment on any undertaking affecting such property, except those exempted in Stipulation III, before the undertaking is initiated. If the undertaking involves demolition of the property, or if the SHPO determines that the undertaking does not meet the Standards referenced in Stipulation II.A. above, the Navy will contact the Council and review will proceed pursuant to 36 CFR Part 800.

D. The Navy will give full consideration to interim protection of properties through the execution of interim leases or management agreements pursuant to Section 111 of the National Historic Preservation Act of 1966, as amended (Act).

### III. Exempt Activities

Pending the transfer of historic properties out of Navy ownership, the following activities proposed by the Navy, or any of its lessees or licensees, are specifically exempt from review by the SHPO:

A. Activities which will not alter the characteristics which qualify a property for inclusion in the NRHP.

B. Activities involving non-historic properties which will have no impact upon historic properties.

C. In-kind street and parking area resurfacing, where no additional right-of-way is required within a historic district.

D. Routine maintenance within a historic district which consists of the following:

1. Removal of dead or unsalvageable trees.
2. Modifications to interiors of non-contributing buildings.
3. Minor, in-kind repair or replacement of building or site features, elements or materials of non-contributing buildings.
4. Minor, in-kind replacement of building or site features as part of emergency repair, or routine maintenance not part of a larger project.



5. Those repair and/or maintenance actions carried out in conformance to the standards and procedures contained in *NAVFAC MO-913, Historic Structure Preservation Manual, Charleston Naval Shipyard Facility Layaway Standards*, and/or the Secretary of Interior's Standards.

E. Installation of heating, ventilation, and air conditioning (HVAC) equipment, plumbing, and electrical systems, where such activities do not affect the visual character of historic properties or contributing properties within a historic district.

F. Environmental restoration and remediation of hazards which pose a threat to human health and the environment, but do not have the potential to affect historic property(ies).

#### **IV. Recordation of Historic Properties**

The Navy will be responsible for the recordation of historic properties, buildings, structures, and districts as described in the following:

A. Prior to the demolition, alteration or rehabilitation which is deemed to be an adverse effect, based on review pursuant to Stipulation II(c), on any contributing building or structure within the properties of NAVBASE, provided that property is still under the jurisdiction of the Navy, the Navy shall contact the National Park Service to determine what level of documentation is required to record the property to be affected.

B. The Navy shall ensure that all documentation so prepared is completed and accepted by the Historic American Building Survey/Historic American Engineering Record (HABS/HAER) prior to demolition or any undertaking determined to be an adverse effect upon the property through consultation with the SHPO, and that copies of this documentation are provided to the SHPO.

#### **V. Environmental Remediation**

A. The Navy may treat and/or demolish historic properties that are an immediate threat to health and safety due to: unsafe conditions of the structure; contamination by hazardous, toxic, and/or radiological (HTR) substances; natural disasters; and will notify the SHPO and Council prior to treatment or demolition and the SHPO shall provide the response within two (2) working days. The Navy shall consult with the SHPO in the development of plans for the treatment of other historic properties which require remediation due to hazardous circumstances, as they arise.

B. Emergency undertakings shall be handled in accordance with 36 CFR 800.12.

## **VI. Licenses, Leases and Transfers of Property**

A. The Navy shall license, lease, transfer and/or dispose of parcels at NAVBASE which contain historic properties or which are in proximity to historic districts, as may be necessary or appropriate to meet the goals and objectives of the Base Realignment and Closure legislation. Such license, lease, transfer and/or disposal actions shall include protective covenants attached as Appendices 6, 7 and 8.

B. Except for those activities described elsewhere within this agreement as "Exempt Activities", prior to any construction, alteration, rehabilitation, demolition, disturbance of the ground surface, or any other action affecting historic properties or districts, the lessee or sublessee (Lessee) or licensee or other authorized occupant (Licensee) shall submit plans and specifications for the proposed action to the Navy for review and, following consultation pursuant to Stipulation II(c), approval. If the Lessee or Licensee cannot adhere to the conditions provided by the SHPO, the Lessee or Licensee shall so notify the Navy. If the disagreement over the conditions cannot be resolved, the Navy shall request the comments of the Council in accordance with the Stipulation entitled "Dispute Resolution" contained elsewhere within this agreement.

## **VII. Public Benefit Transfers/Title XXIX Conveyance**

Public benefit transfers of historic properties to local non-federal entities (as authorized in Title XXIX of the National Defense Authorization Act of 1994) will include appropriate preservation covenants, as set forth in Appendices 7 and 8. Federal agency recipients will be responsible for compliance with Sections 106 and 110 of the NHPA with respect to those properties. The Navy will notify the SHPO and the Council in writing of each entity which requested and had property assigned to it pursuant to this stipulation and the Navy shall remind receiving Federal agencies of their NHPA responsibilities.

## **VIII. Public Sale**

1. If the Navy determines that any or all of the historic properties should be offered for sale to the public, the Navy, in consultation with the SHPO and the Council, will prepare a marketing plan for that portion of NAVBASE containing the historic properties not yet disposed. The Navy will afford the SHPO 30 days to review and comment on the marketing plan. Should the SHPO not respond within thirty days, the Navy will assume the SHPO's concurrence in the plan. Upon receipt of the SHPO's comments on the marketing plan, the Navy will take the SHPO's comments into account prior to implementing the plan. As a minimum, the plan shall include the following:

- a. Clear, representative photographs of the property;

- b. A floor plan of each historic property indicating available square footage;
- c. A map(s) showing the historic property's location on NAVBASE and within a historic district (if applicable);
- d. Information about the property's historical significance;
- e. Notification of the requirements for the inclusion of protective covenants in transfer documents;
- f. A distribution list of potential purchasers or transferees;
- g. An advertising plan and schedule; and
- h. A schedule for receiving and reviewing offers

2. The Navy will ensure that the instrument transferring the property will incorporate the appropriate covenants attached hereto as Appendices, and that the covenants will be recorded in the real estate records of Charleston County, State of South Carolina.

3. If the Navy receives no acceptable offer due to conformance with the recommended approaches contained within this Agreement and its Appendices, the Navy, in consultation with the SHPO, the Council, and the interested parties may:

- a. Modify the requirement(s) to rehabilitate or maintain one or more properties in such a way as to preserve one or more specified character-defining attributes; or,
- b. Waive the requirement to rehabilitate or maintain one or more properties in such a way as to preserve one or more specified character-defining attributes; and
- c. If marketing with these changes fails, and after consultation with the SHPO, Council, and other interested parties, the Navy may transfer the property without a preservation covenant.

## **IX. Dispute Resolution**

Should the SHPO object within thirty (30) days to any proposed action pursuant to this Agreement as it relates to Licensees, Lessees, or the Navy as caretaker, the Navy shall consult

with the SHPO to resolve the objection. If the Navy determines that the objection cannot be resolved, the Navy shall forward all documentation relevant to the dispute to the Council. Within 30 days after receipt of all pertinent documentation, the Council will either: (1) provide the Navy with recommendations, which the Navy will take into account in reaching a final decision; or (2) comment pursuant to 36 CFR Part 800.6(b). Any Council comments provided shall be taken into account by the Navy in accordance with 36 CFR Part 800.6(c)(2) with reference only to the subject of the dispute. The Navy's responsibility to carry out all actions under this Agreement that are not the subject(s) of the dispute will remain unchanged.

## **X. Anti-Deficiency Act**

A. All requirements set forth in this Agreement requiring the expenditure of Navy funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. Section 1341). No obligation undertaken by the Navy under the terms of this Agreement shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose.

B. If the Navy cannot perform any obligation set forth in this Agreement due to the unavailability of funds, the Navy, the SHPO, and the Council intend the remainder of the Agreement to be executed. Any obligation under the Agreement which cannot be performed due to the unavailability of funds must be renegotiated between the Navy, the SHPO, and the Council.

## **XI. Annual Review**

1. One year after the execution of this agreement, and annually thereafter until all historic property within NAVBASE has been transferred out of Navy jurisdiction, the Navy will host a meeting of the parties to this agreement with other interested parties, to review implementation of Stipulations set forth in this document, and determine whether additional measures are needed to protect the character and integrity of the historic properties. The Navy will ensure that any measures agreed upon are implemented for so long as the property remains under Navy jurisdiction.

## **XII. Amendments**

Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR Part 800.13 to consider such amendment. Format for recommended amendments is provided as Appendix 9.

EXECUTION of this Agreement and implementation of its terms evidence that the Navy has afforded the Council an opportunity to comment on the closure and disposal of the Naval Base Charleston, South Carolina, and its effects on historic properties, and that the Navy has taken into account the effects of the undertaking on historic properties.

**FOR THE DEPARTMENT OF THE NAVY:**

By: L. N. Oden Date: 31 May 1995  
L. N. ODEN  
Rear Admiral, U.S. Navy  
Commander, Naval Base, Charleston

**FOR THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER:**

By: Mary Watson Edmonds Date: 6/14/95  
Mary Watson Edmonds  
Deputy State Historic Preservation Officer  
South Carolina Department of Archives and History

**FOR THE ADVISORY COUNCIL ON HISTORIC PRESERVATION:**

By: Robert D. Bush Date: 7/10/95  
Robert D. Bush  
Executive Director  
Advisory Council on Historic Preservation

**CONCUR:**

By: Arthur Ravenel, Jr. Date: 6/9/95  
Arthur Ravenel, Jr.  
Chairman  
Charleston Naval Complex Redevelopment Authority

## APPENDIX 1

**NAVAL BASE CHARLESTON PROPERTIES  
ELIGIBLE FOR INCLUSION IN  
THE NATIONAL REGISTER OF HISTORIC PLACES**

**CHARLESTON NAVAL SHIPYARD HISTORIC DISTRICT:**

Bldg. 2	Bldg. 2A	Bldg. 3	Bldg. 4 <sup>(1)</sup>	Bldg. 5
Bldg. 6	Bldg. 7 <sup>(2)</sup>	Bldg. 8 <sup>(3)</sup>	Bldg. 9	Bldg. 10
Bldg. 13 <sup>(4)</sup>	Bldg. 32 <sup>(5)</sup>	Bldg. 35	Bldg. 43	Bldg. 44
Bldg. 46	Bldg. 56	Bldg. 57	Bldg. 58A	Bldg. 59
Bldg. 62	Bldg. 63 <sup>(6)</sup>	Bldg. 64	Bldg. 74	Bldg. 80
Bldg. 84	Bldg. 95	Bldg. 96	Dry Dock 301	Dry Dock 302
Bldg. 302B	Dry Dock 303	Bldg. 303B	Dry Dock 304	Pier 314
Blkhd 317A	Blkhd 317B	Pier 317C	Pier 317D	Pier 317E
Pier 317F	Blkhd 333	Bldg. 342	Bldg. 351	Blkhd 352
Blkhd 354	Blkhd 356	Bldg. 1119	Bldg. 1127	Bldg. 1138
Bldg. 1190	Bldg. 1298	Bldg. 1299	Bldg. NSC 45	Bldg. NSC 66
Bldg. NSC 67				

**CHARLESTON NAVAL HOSPITAL HISTORIC DISTRICT:**

Bldg. NH 45	Bldg. NH 46	Bldg. NH 47	Bldg. NH 48	Bldg. NH 49
Bldg. NH 50	Bldg. NH 51	Bldg. NH 52	Bldg. NH 53	Bldg. NH 54
Bldg. NH 55	Bldg. NH 61	Bldg. NH 68	Bldg. 78	Bldg. 520B
Bldg. 758	Bldg. 759	Bldg. 760	Bldg. 761	Bldg. 762
Bldg. 763	Qtrs. CC-BB	Qtrs. EE-DD	Qtrs. GG-FF	Qtrs. HH-II
Qtrs. JJ-KK	Qtrs. LL-AA	Bldg. M-1A	Bldg. M-2A	Bldg. M-3A
Bldg. M-5	Bldg. M6-M7	Bldg. M8-M9		

**NAVAL BASE SENIOR OFFICER HOUSING HISTORIC DISTRICT:**

Qtrs. A	Qtrs. B	Qtrs. C	Qtrs. D	Qtrs. F
Qtrs. G	Qtrs. H-I	Qtrs. J	Qtrs. K	Qtrs. L
Qtrs. M	Qtrs. N	Qtrs. O	Qtrs. P	Qtrs. Q
Qtrs. R	Qtrs. S	Qtrs. T	Qtrs. W-X	Qtrs. Y-Z
Bldg. 1101	Bldg. 1284	Bldg. 1285	Bldg. 1287	
Bldg. 1289				

**INDIVIDUALLY ELIGIBLE STRUCTURES:**

Bldg. M-17	Bldg. 590-A	Bldg. 1179	"Dead House"
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**APPENDIX 1 (con't)**

**NOTE:** The structural system of all historic properties is considered to be significant and contributory to its eligibility for inclusion in the National Register of Historic Places.

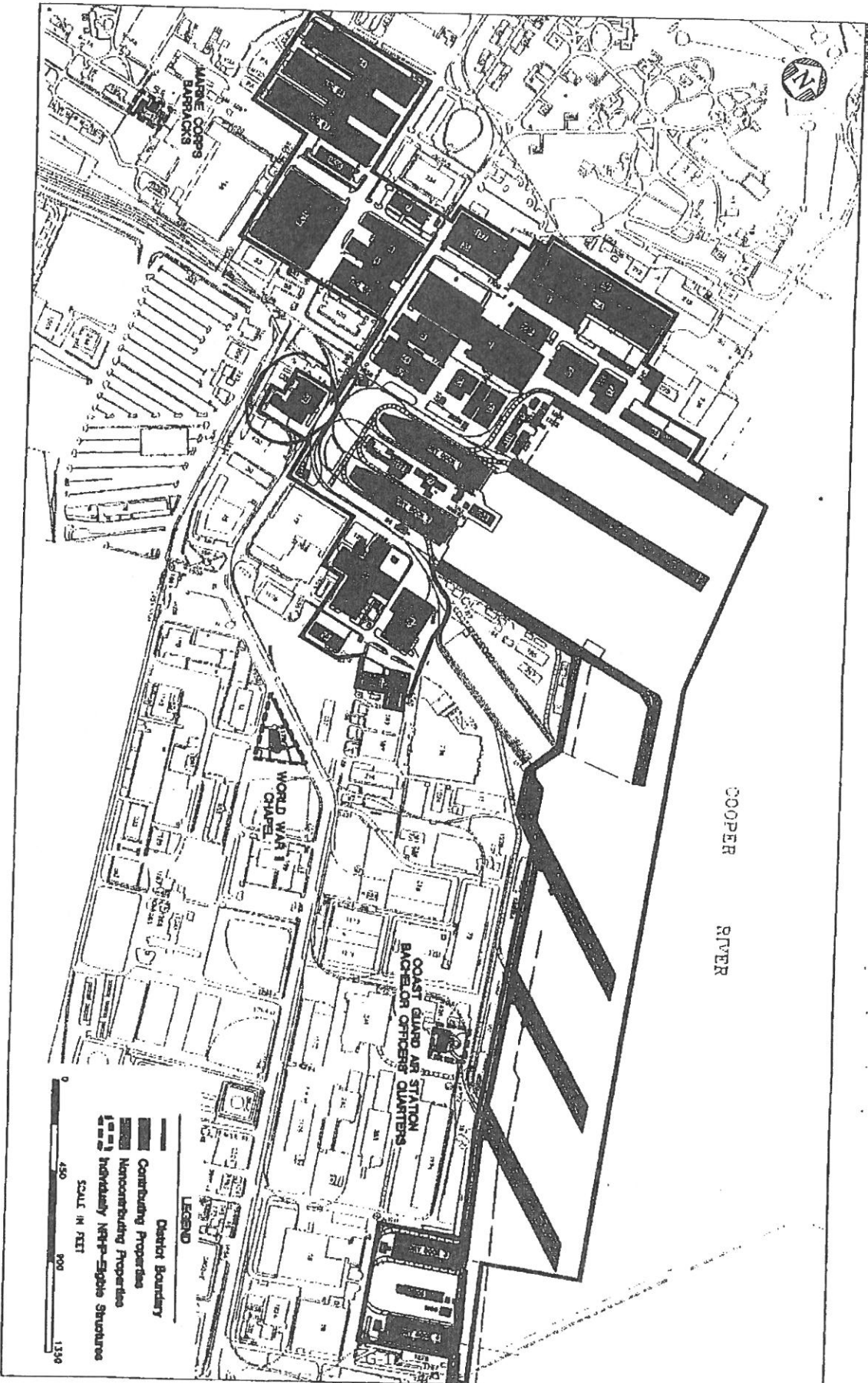
**SIGNIFICANT INTERIOR FEATURES OF SELECTED BUILDINGS:**

Charleston Naval Shipyard District:

- (1) Building #4 entrance lobby and stair are significant characteristics to its eligibility.
- (2) Building #7's vestibule, entrance lobby and stair, interior door and window trim, chair rails, and baseboards are considered significant characteristics to its eligibility.
- (3) Buildings # 8, 8A contain many interior features including, but not limited to, lobbies, stairs, offices and corridors which define its historic character. Significant features and materials include, but are not limited to: plaster walls and ceilings; skylights; historic doors, transoms, and related trim; window trim; baseboards; wainscot; historic light fixtures; coved plaster ceilings; and chair rails which are significant characteristics to its eligibility.
- (4) Building #13's entrance lobby and stair, as well as its interior door and window trim, are considered significant characteristics to its eligibility.
- (5) Building #32's entrance lobby and stair, as well as its interior door and window trim, are considered significant characteristics of its eligibility.
- (6) Building #63's entrance lobby and stair are considered significant characteristics of its eligibility.

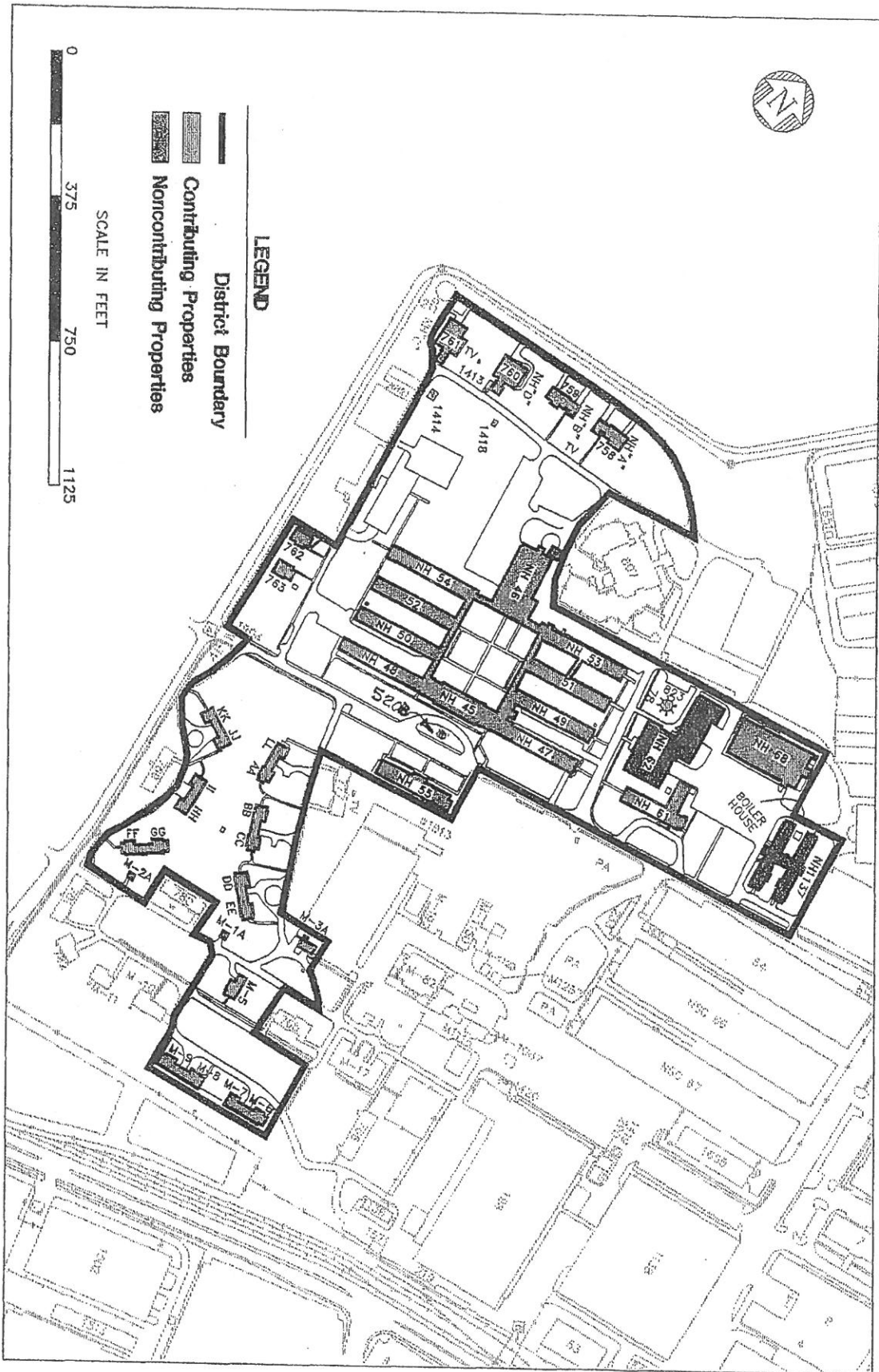
Charleston Naval Hospital District, Naval Base Senior Officer Housing District, and Individually Eligible Structures:

- (1) The interiors of eligible properties located in the Hospital District, the Senior Officer Housing District, and the Individually Eligible Structures have not been examined and evaluated by the SHPO staff at the time of preparation of this document. This examination and evaluation will take place during late May/early June 1995, and if significant interior features are found, this document will be amended pursuant to Stipulation XII and Appendix 9. In the interim, all interior modifications, repair, and maintenance on the interiors of these eligible properties will be held in abeyance pending this examination and evaluation.



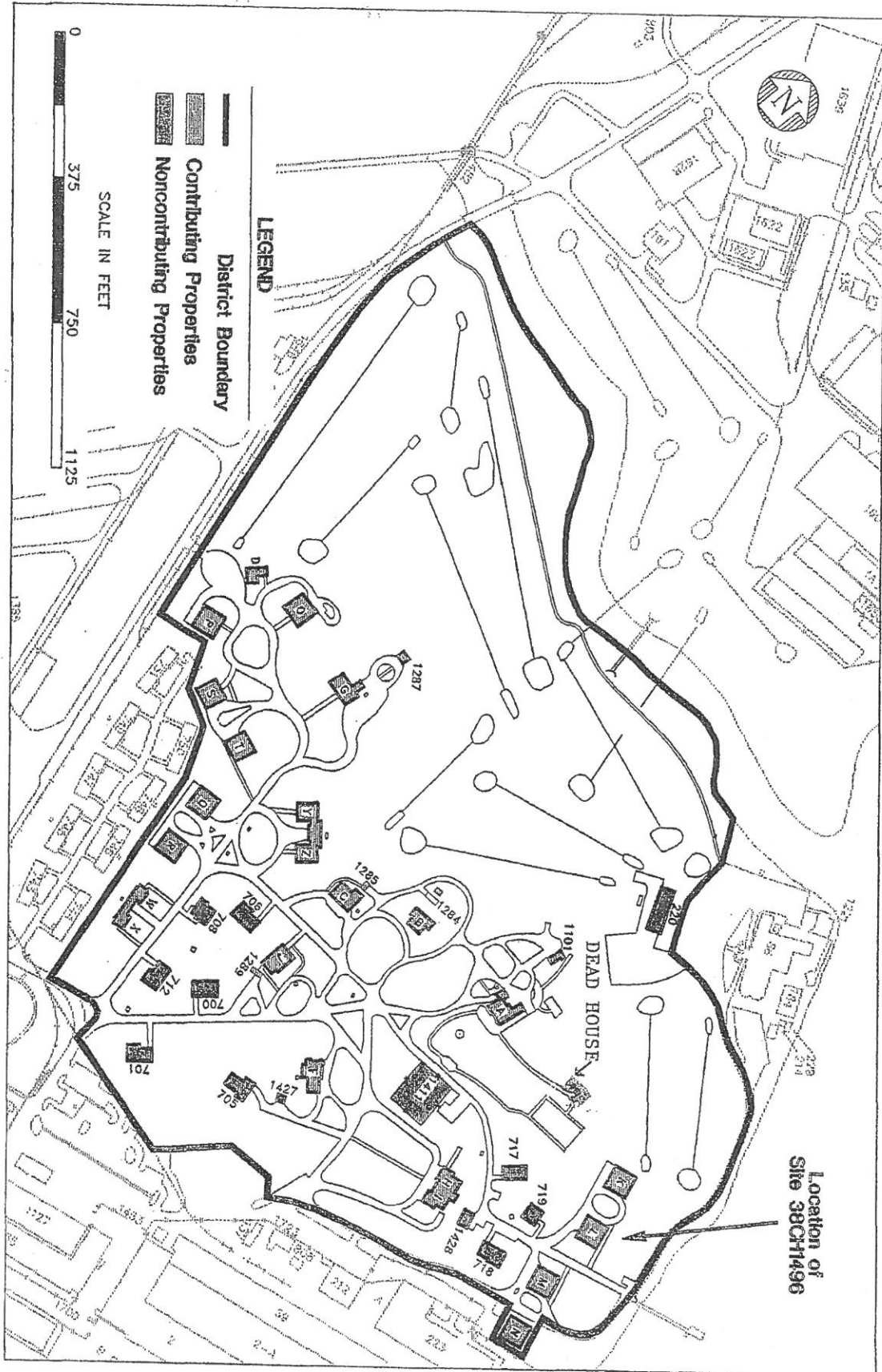


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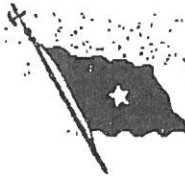
NAVAL HOSPITAL HISTORIC DISTRICT

UNOFFICIAL-D



OFFICER'S HOUSING HISTORIC DISTRICT

## APPENDIX 5



COMMANDER, NAVAL BASE  
CHARLESTON, SOUTH CAROLINA 29408-5100

August 18, 1995

Mrs. Mary Watson Edmonds  
Deputy State Historic Preservation Officer  
South Carolina Department of Archives and History  
1430 Senate Street, Post Office Box 11669  
Columbia, South Carolina 29211

Dear Mrs. Edmonds,

Thank you for your letter dated May 23, 1994, containing the State Historic Preservation Officer's (SHPO) comments on the Intensive Survey of historic properties entitled *Inventory, Evaluation, and Nomination of Military Installations; Naval Base Charleston Volumes 1 and 2*) and the comments generated by your staff's visit to Charleston on April 28-29, 1994.

In the interest of moving forward with a Memorandum of Agreement, I concur in your identification of potentially eligible facilities and the revised historic district boundaries proposed by your staff with the exception of six (6) buildings, five (5) of which were not addressed in the Goodwin survey. A search of our property records indicates that Building 1374 (Cooling Tower for Building 46) was constructed in 1968, Buildings 1413 and 1414 (residential garages) were constructed in 1976, Building 1418 (also a residential garage) was constructed in 1950, and Building 220 (Golf Course Pro Shop) was constructed in 1968. On the basis of their age, it is our determination that these properties do not meet the eligibility criteria set forth in 36 CFR Part 800, and therefore should be excluded from the list of National Register-eligible properties. These properties have been discussed with Mr. Ian Hill and Mr. Andrew Chandler of your staff, and they have indicated their agreement with our determination.

A sixth building, Building NH1137, was constructed in 1942 as a temporary structure and housed Hospital Corps WAVES assigned to the Charleston Naval Hospital. This building is a one-story variation of the B-1 H-Type Navy Barracks, which was addressed on pages 47-48 of the U.S. Army Corps of Engineers Construction Engineering Research Laboratory (CERL) document *World War II Temporary Military Buildings (March 1993)*; that document was prepared in accordance with the Programmatic Agreement (PA) of 1986 between the Department of Defense and the National Conference of State Historic Preservation Officers. It is our position that Building NH1137 has been properly researched and documented in the CERL document. As a temporary structure addressed by the PA, it is not eligible for inclusion in the National Register of Historic Places.

Responding to your requests, we are in the process of obtaining full-size photos depicted on the Xerox copy of the contact sheet contained in the Goodwin survey. Upon receipt, these will be forwarded to your office for your file and retention. We are also in the process of contracting with Miles Glick and Associates of Charleston for the development of a Conditions Assessment and Annual Maintenance Plan and Budget for the potentially historic properties at Naval Base Charleston. That report will provide the Navy with a better understanding of the current conditions and requirements for maintenance of designated properties and will permit realistic, intelligent negotiations between the Navy and your office on a Memorandum of Agreement.

In addition, we are researching all the original drawings and records on file for the eligible properties listed in your letter in an effort to determine the original architects and engineers, as well as their addresses. As soon as this research is completed, we will provide that information to Goodwin and Associates for their inclusion in their final report, and will certainly forward a copy of that correspondence to you.

Rapid turnover of the Naval Base to the community remains a primary and high priority concern to the Navy as well as Governor Campbell's Reuse Authority. We look forward to meeting with members of your staff, as well as the representative of the Advisory Council on Historic Preservation here on September 27-29 for drafting of a Memorandum of Agreement which will address maintenance, disposal, and reuse of the properties. A public meeting of interested parties is scheduled on the evening of September 28, 1994.

Thank you for your diligent efforts and the hard work expended by your staff in the consultation process. We are grateful for your assistance and counsel.

Sincerely,



T. J. ROBERTSON  
Rear Admiral, U. S. Navy  
Commander, Naval Base, Charleston

## APPENDIX 6

### LEASE PRESERVATION CLAUSE

Building number(s) XXX are eligible for inclusion in the National Register of Historic Places. Lessee will coordinate any proposed aesthetic, structural or landscape alterations to this (these) building(s) with the Navy and the South Carolina State Historic Preservation Officer (SHPO) prior to undertaking said alterations. Any approved aesthetic, structural or landscape alterations to this (these) building(s) must be done in accordance with the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (U.S. Department of the Interior, National Park Service) and will be the subject of consultation between the Lessee, the Navy, and the South Carolina SHPO.

## APPENDIX 7

### STANDARD ARCHITECTURAL PRESERVATION COVENANT

XXX. Grantee hereby covenants on behalf of itself, its successors and assigns, to the South Carolina State Historic Preservation Officer (SHPO) to preserve and maintain (*name of property*) located in the County of Charleston, State of South Carolina, more particularly described as (*legal description*), in a manner that preserves and maintains the attributes that contribute to the eligibility of the [*name of historic property*], of which said real property is a part, for the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant by the South Carolina SHPO, and views from, to, and across the property.

(1) The [*name of property*] will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on (*name of property*) that would materially affect the integrity or the appearance of the attributes described above without the prior written permission of the South Carolina State Historic Preservation Officer (SHPO), and signed by a fully authorized representative thereof.

(2) Upon acquisition of the property, the Grantee will take prompt action to secure the property from the elements, vandalism, and arson, and will undertake any stabilization that may be required to prevent deterioration. Grantee will make every effort to retain or reuse, to the extent practicable, the historic structures.

(3) In the event that archeological materials are encountered during construction or ground-disturbance activities, work shall cease in the immediate area until the SHPO is consulted and provides written permission to recommence work. Should the SHPO require, as a condition of the granting of such permission, that the Grantee conduct archeological survey data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the *archeological resources* the Grantee shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the SHPO may specify, including, but not limited to, standards and guidelines for

research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and reinterment of human remains.

(4) The Grantee will allow the South Carolina SHPO or his/her designee, at all reasonable times and upon reasonable advance notice to Grantee, to inspect (*name of property*) in order to ascertain whether Grantee is complying with the conditions of this preservation covenant.

(5) The Grantee will provide the South Carolina SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of (*name of property*). Similar reports will be submitted to the South Carolina SHPO, with a copy to the Navy, each September thereafter until the Navy has disposed of the entirety of the Naval Base Charleston historic properties.

(6) Failure of the South Carolina SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the South Carolina SHPO or any other right or remedy or the invocation of such right or remedy at any other time.

(7) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the South Carolina SHPO may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require the restoration of (*name of property*). The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

This covenant is binding on Grantee, its successors and assigns, in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by Grantee, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in (*name of property*), or any part thereof.

## APPENDIX 8

### PRESERVATION COVENANT FOR ARCHEOLOGICAL SITE

In consideration of the conveyance of the real property that includes the (*name of archeological site*) located in Charleston County, State of South Carolina, which is more fully described as: (*Insert legal description*). Grantee hereby covenants on behalf of himself/herself/itself, his/her/its heirs, successors and assigns at all times to the United States Department of the Navy (Navy) and the South Carolina State Historic Preservation Officer (SHPO) to maintain and preserve the (*name of archeological site*) as follows:

1. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on (*name of archeological site*) which would affect the physical integrity of the archeological site without the express prior written permission of the South Carolina SHPO, signed by a fully authorized representative thereof. Should the South Carolina SHPO require, as a condition of the granting of such permission, that the Grantee conduct archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the (*name of archeological site*), the Grantee shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the South Carolina SHPO may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains.

2. Grantee shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the (*name of archeological site*) and shall promptly report any such disturbance to the South Carolina SHPO.

3. The South Carolina SHPO shall be permitted at all reasonable times to inspect (*name of archeological site*) in order to ascertain if the above conditions are being observed.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the South Carolina SHPO may, following reasonable notice to the Grantee, institute a suit to enjoin said violation or to require the restoration of (*name of archeological site*). The successful party shall be entitled to recover all costs or expenses incurred in connection with such suit, including all court costs and attorney's fees.

5. Grantee agrees that the South Carolina SHPO may at his/her/its discretion, without prior notice to Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.



6. This covenant is binding on Grantee, his/her/its heirs, successors and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by Grantee verbatim or by express reference in any deed or other legal instrument by which he/she/it divests himself/herself/itself of either the fee simple title or any other lesser estate in (*name of archeological site*) or any part thereof.

7. The failure of the South Carolina SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

This covenant shall be binding servitude upon the real property that includes (*name of archeological site*) and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence the Grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

APPENDIX 9

AMENDMENT FORM

Amendment # \_\_\_\_\_

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

PROGRAMMATIC AGREEMENT

AMONG:

THE DEPARTMENT OF THE NAVY,  
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER,  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

FOR THE:

BASE CLOSURE AND DISPOSAL OF  
THE NAVAL BASE CHARLESTON, SOUTH CAROLINA

1. Need for Amendment: (Describe briefly)

2. Proposed Amendment Narrative: (Specify)

DEPARTMENT OF THE NAVY:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Typed Name, Rank, Title and Command)

SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Typed Name and Title)

ADVISORY COUNCIL ON HISTORIC PRESERVATION:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Typed Name and Title)

# Appendix D

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

QUITCLAIM DEED PHASE III - (Parcels 4,7,8 10,11,13 and 14 )

**WHEREAS**, all the property hereby conveyed has heretofore been declared surplus to the needs of the UNITED STATES OF AMERICA, is presently under the jurisdiction of the Secretary of the Navy, is available for disposal and its disposal has been heretofore authorized by the Secretary of the Navy, acting pursuant to the below referred to laws, regulations and orders.

**KNOW ALL MEN BY THESE PRESENTS** that the United States of America, acting by and through the Department of the Navy, (hereinafter "GRANTOR") whose post office address is Southern Division, Naval Facilities Engineering Command, P.O. Box 190010, 2155 Eagle Drive, North Charleston, SC 29419-9010, pursuant to authority provided by Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990 (P.L. 101-510) as amended, and the implementing regulations of the Department of Defense (32 CFR Part 91); and in accordance with terms and conditions of a Memorandum of Understanding (MOA) dated August 14, 2000, and in consideration of the sum of Ten Dollars (\$10.00) plus other good and valuable consideration, to it in hand paid by the Charleston Naval Complex Redevelopment Authority (hereinafter "GRANTEE") whose principal address and place of business is 1360 Truxtun Avenue, Suite 300, North Charleston, SC 29405-2005, the receipt of which is hereby acknowledged; has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the said GRANTEE, its successors and assigns, all right, title and interest in and to that certain property, including improvements situated, lying and being in the County of Charleston, in the State of South Carolina, being a portion of property known as Naval Complex Charleston, and containing several non-contiguous areas totaling approximately 137.5 acres, and described in detail in **EXHIBIT "A"** ; attached hereto and incorporated herein by reference, and hereinafter referred to as the "Property". Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining, including a nonexclusive right of access over existing GRANTOR controlled roads that access the Property.

**TO HAVE AND TO HOLD** all and singular all the estate, right, title, interest and claim whatsoever of the GRANTOR, either at law or in equity in the said Property and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed, for the use, benefit and behalf of the GRANTEE, its successors and assigns forever;

**NOW THEREFORE**, by the acceptance of this Deed or any rights hereunder, the GRANTEE, for itself, its successors and assigns, agrees that the transfer of all the Property transferred by this Deed is accepted subject to the following terms, restrictions,

reservations, covenants, and conditions set forth hereafter, which shall run with the land until they otherwise expire or terminate as provided for herein. The terms, reservations, restrictions, covenants, and conditions contained in this Deed shall be inserted by the GRANTEE verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser ownership estate in the Property or any portion thereof with the proviso that any such subsequent transferee assumes all of the obligations imposed upon the GRANTEE by the provisions of this Deed with respect to the property being transferred.

1. All real property conveyed by GRANTOR to GRANTEE is conveyed "as is" and "where is" and as such GRANTOR makes no warranty as to such real property either as to its usability generally or as to its fitness for any particular purpose.

2. The failure of the GRANTOR to insist in any one or more instances upon complete performance of any of the terms, covenants, conditions, reservations, or restrictions in this Deed shall not be construed as a waiver or a relinquishment of the future performance of any such terms, covenants, conditions, reservations, or restrictions, and the obligations of the GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect.

3. A Finding of Suitability to Transfer (FOST) has been separately provided to the GRANTEE. By agreement of both parties the FOST is not physically attached to this Deed to be recorded but is incorporated herein by reference and will be available for review at the offices of the GRANTEE. An Environmental Baseline Survey (EBS) report is referenced in the FOST; the FOST and EBS reference environmental conditions on the Property and on other property not subject to this Deed. Those restrictions and environmental conditions described in the FOST and EBS which are applicable to the Property are contained in this Deed. The FOST sets forth the basis for the GRANTOR's determination that the Property is suitable for transfer. The GRANTEE is hereby made aware of the notifications contained in the EBS and the FOST.

4. The GRANTOR represents after diligent inquiry, and the GRANTEE acknowledges that all portions of the improvements on the Property may include lead-based paint ("LBP") as of the date of this Indenture. The GRANTEE, covenants and agrees that in its use and occupancy of the Property (including demolition and disposal of existing improvements), it will comply with all applicable Federal, state, and local laws relating to LBP. Also, the GRANTOR assumes no liability for damages for personal injury, illness, disability, or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the future purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property after the date of this Indenture, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured. A Lead Based Paint Hazard Disclosure and Acknowledgement Form is provided as EXHIBIT "C" to this deed for non-target housing Residential/Nonresidential

BK M 506 PG 270

Structures. Also, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards for pre-1978 Target Housing is provided as **EXHIBIT "D"** to this deed.

5. This Notice of the Presence of Asbestos-Containing Materials (ACM) – Warning is given in accordance with 41 Code of Federal Regulations Part 101-47.304-13. The GRANTEE, and each of its successors and assigns, is warned that the structures and improvements remaining on the Property may contain asbestos-containing materials both on their exterior and/or interior areas as described in the asbestos section of the EBS provided to GRANTEE by separate correspondence. Asbestos abatement work is still ongoing in Building 758 on Parcel 4. Accordingly, all access to Building 758 is prohibited until GRANTEE is notified in writing by GRANTOR that remaining ACM abatement is completed. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

The GRANTEE, and each of its successors and assigns, covenants and agrees that in its use and occupancy of the Property (including demolition and disposal of existing improvements), it will comply with all applicable Federal, state, and local laws relating to asbestos-containing materials ("ACM"). Also, the GRANTOR assumes no liability for damages for personal injury, illnesses, disability, or death to the GRANTEE, or to GRANTEE's successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the future purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with ACM on the Property after the date of this Indenture, whether the GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured.

6. In accordance with the requirements of Section 110 of 36 Code of Federal Regulations Part 800, GRANTOR conducted an assessment of the Property to identify any historic properties or archeological sites. The assessment concluded that several buildings are eligible for the National Register of Historic Places (NRHP). Parcel 4 contains the following cluster of buildings within the Naval Hospital Historic District; Buildings NH45, NH46, NH47, NH48, NH49, NH50, NH51, NH52, NH53, NH54, 759, 760, 761, 762 and 763. The historic district is shown in **EXHIBIT "E"** attached. GRANTEE covenants for itself, its successors and assigns to comply with the requirements of the Standard Architectural Preservation Covenant, attached as **EXHIBIT "F"**.

BK M 506PG271

**7. NOTICE OF HAZARDOUS SUBSTANCES STORED FOR ONE YEAR OR MORE, KNOWN TO HAVE BEEN RELEASED OR DISPOSED OF.**

a. **EXHIBIT "G"** provides information as to those hazardous substances which it is known, based on a complete search of Department of Navy files, were stored for one (1) year or more, released or disposed of on the Property, and all response actions taken to date to address such contamination. The information contained in this exhibit is required under the authority of Sections 120(h)(3) of the Comprehensive "Environmental Response, Compensation and Liability Act (CERCLA or "Superfund") 42 U.S.C. Section 9620 (h)(3).

b. **EXHIBIT "H"** provides information as to location, condition, removal or remedial actions taken with respect to petroleum storage tanks and petroleum contamination sites which were present on the Property.

c. GRANTOR represents that at present, there exists only areas where release, disposal, and or migration of hazardous substances has occurred at concentrations that do not require a removal or remedial response. Remediation of petroleum contamination in groundwater is currently underway on the Property.

d. GRANTEE covenants that the excavation or disturbance of soil, installation of water supply wells or the extraction or use of groundwater for any purpose will be prohibited on the Property without the prior written approval from the Government and South Carolina Department of Health and Environmental Control (SCDHEC), Groundwater Quality Section.

e. GRANTEE covenants that it will not interfere with any environmental investigation or remedial activities to be undertaken by GRANTOR on or adjacent to the Property. GRANTEE is prohibited from activities, which may jeopardize or negatively impact the protectiveness of environmental remedies.

f. GRANTEE covenants that it will protect the integrity of any existing and all future groundwater monitoring or extraction wells to be installed by GRANTOR until such wells are no longer needed for environmental investigation or remediation purposes, as determined by GRANTOR in consultation with the United States Environmental Protection Agency and SCDHEC.

g. GRANTOR covenants in accordance with CERCLA Section 120(h)(3)(A)(ii)(I), that all remedial action necessary to protect human health and the environment with respect to any known hazardous substance remaining on the Property has been taken before the date hereof.

h. GRANTOR covenants that in accordance with CERCLA Section 120(h)(3)(A)(ii)(II), that any additional remedial action found to be necessary after the date hereof shall be performed by the United States of America.

- i. GRANTEE covenants that in accordance with CERCLA Section 120(h)(3)(A)(iii), that the GRANTOR, its officers, agents, employees, contractors and subcontractors, shall have access to the Property in any case in which remedial action or corrective action is found to be necessary after the date hereof. GRANTEE agrees to cooperate with activities of the GRANTOR in furtherance of this covenant and will take no action to interfere unreasonably with future necessary remedial and investigative actions of the GRANTOR. The GRANTOR and the GRANTEE agree to cooperate in good faith to minimize any conflict between necessary environmental investigation and remediation activities and operations of GRANTEE, its successors and assigns, and of any lessee or any sublessee of the Property. Any inspection, survey, investigation, or other response or remedial action will to the extent practicable, be coordinated with representatives designated by GRANTEE or its successors and assigns. Notwithstanding, GRANTEE acknowledges and agrees that GRANTOR's remedial and investigative actions shall take priority in all cases where a conflict may exist with GRANTEE's and its lessee's or sublessee's activities.
- j. Until such time as any of the covenants by GRANTEE provided for in paragraphs 7(d), (e), (f) and (i) contained herein are released from the Property or portions thereof, SCDHEC shall be deemed a third party beneficiary of these covenants in a court of competent jurisdiction.
- k. GRANTOR shall hold harmless, defend and indemnify Grantee pursuant to the provisions of Section 330 of the National Defense Authorization Act of 1993, (P.L. 102-484), as amended by P.L. 103-160, which is incorporated herein by reference.
8. GRANTEE covenants for itself, its successors and assigns and every successor in interest to the Property, or any part thereof, that GRANTEE and such successors and assigns shall not discriminate upon the basis of race, color, religion, disability or national origin in the use, occupancy, sale or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to Property used primarily for religious purposes. GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.



BK M 506PG273

EFFECTIVE the 10<sup>th</sup> day of July, 2003.

UNITED STATES OF AMERICA  
Acting by and through  
Department of the Navy

By: [Signature]  
\* Real Estate Contracting Officer

WITNESSES:

Brenda W. Bowman  
Brenda W. Bowman  
(Print Name)

Lisa Robinson  
Lisa Robinson  
(Print Name)

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me, Brenda W. Bowman, who being duly sworn says that she saw the within named Ernest R. Nelson, sign and seal the foregoing Quitclaim Deed in behalf of the United States of America, and that she, with Lisa Robinson, witnessed the execution thereof.

Brenda W. Bowman

Sworn to before me this 10<sup>th</sup> day of July, 2003,  
Lilli D. Fritson, Notary Public for the State of South Carolina.

Lilli D. Fritson  
My Commission expires: 1/13/2010

STATE OF SOUTH CAROLINA  
**State Budget and Control Board**  
OFFICE OF THE EXECUTIVE DIRECTOR

BK M 506PG274

MARK SANFORD, CHAIRMAN  
GOVERNOR  
GRADY L. PATTERSON, JR.  
STATE TREASURER  
RICHARD ECKSTROM  
COMPTROLLER GENERAL



P.O. BOX 12444  
COLUMBIA, SOUTH CAROLINA 29211  
(803) 734-2329  
Fax: (803) 734-2117

HUGH K. FEATHERMAN, SR.  
CHAIRMAN, SENATE FINANCE COMMITTEE  
ROBERT W. HARRIS, JR.  
CHAIRMAN, WAYS AND MEANS COMMITTEE  
FRANK W. HUSCO  
EXECUTIVE DIRECTOR

**CERTIFICATE OF ACCEPTANCE OF INTEREST IN REAL PROPERTY**

**CERTIFICATE NUMBER: 2004-006      DATED: July 19, 2004**

**Grantor:** United States of America  
By and through the Department of the Navy Southern Division  
PO Box 190010  
2155 Eagle Drive  
North Charleston, SC 29419-9010

**Grantee:** Charleston Naval Complex Redevelopment Authority  
1360 Truxtun Avenue, Suite 300  
North Charleston, SC 29405-2005

**General Description of Transaction:**

**County Location:** Charleston  
**Acreage:** Several non-contiguous areas located within the Charleston Naval Complex Redevelopment Authority totaling approximately 137.5 acres as described in Exhibit A attached to the deed.

The State Budget and Control Board approved the acceptance of these parcels at its meeting of August 10, 2000.

SEAL

Delbert H. Singleton, Jr.  
Secretary to the Board

**LIST OF EXHIBITS**

- A. Legal Descriptions and Site Plans
- B. Intentionally Omitted
- C. Lead Based Paint Hazards and Advisory Statement
- D. Disclosure of Information on Lead-Based Paint and Lead-Based Paint hazards for Target Housing
- E. Site Plan of National Register eligible property
- F. Standard Architectural Preservation Covenant
- G. Notice of Hazardous Substance Storage/Release
- H. Summary of Status of Petroleum Storage Tanks and Petroleum Contamination Sites

BK M 506PG276

# **EXHIBIT A**

BK M 506PG 277

TMS: Portion of 400-00-00-004

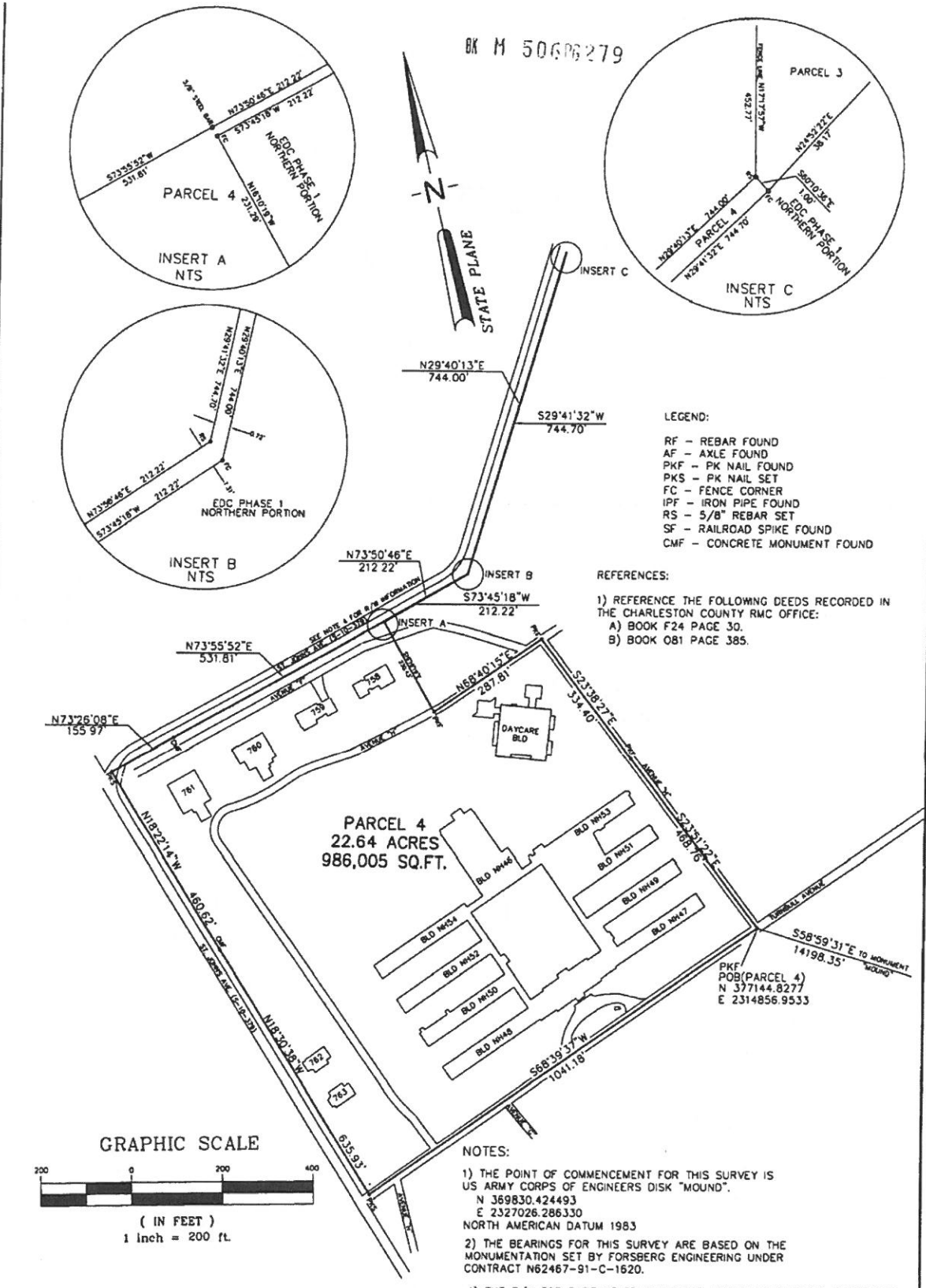
PARCEL 4  
EDC PHASE III  
CHARLESTON NAVAL BASE  
NORTH CHARLESTON, SC

JUNE 24, 2002

ALL THAT PIECE, PARCEL OR TRACT OF LAND KNOWN AS PARCEL 4 EDC PHASE III, LYING AND BEING IN THE CITY OF NORTH CHARLESTON, THE COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA AS SHOWN ON A BOUNDARY SURVEY FOR SOUTHERN DIVISION NAVFAC BY FORSBERG ENGINEERING, INC. IN ACCORDANCE WITH CONTRACT N62467-89-D-0318 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT ARMY CORPS OF ENGINEERS DISK "MOUND" SAID POINT BEING THE POINT OF COMMENCEMENT LOCATED AT STATE PLANE COORDINATE N369830.4245, E2327026.2863, THENCE N58-59-31W A DISTANCE OF 14,198.35' TO A PK NAIL FOUND, SAID POINT BEING THE POINT OF BEGINNING LOCATED AT STATE PLANE COORDINATE N377144.8277, E2314856.9533, THENCE S68-39-37W ALONG THE CENTERLINE OF TURNBULL AVENUE A DISTANCE OF 1041.18' TO A PK NAIL SET, THENCE N18-30-38W ALONG THE EASTERN RIGHT OF WAY LINE OF ST. JOHNS AVENUE A DISTANCE OF 635.93' TO A CONCRETE MONUMENT FOUND, THENCE CONTINUING ALONG ST. JOHNS AVENUE RIGHT OF WAY N18-22-14W A DISTANCE OF 460.62' TO A PK NAIL SET IN THE CENTER OF ST. JOHNS AVENUE, THENCE N73-26-08E ALONG THE SOUTHERN R/W OF ST. JOHNS AVENUE A DISTANCE OF 155.97' TO A CONCRETE MONUMENT FOUND, THENCE CONTINUING ALONG THE SOUTHERN R/W OF ST. JOHNS AVENUE N73-55-52E A DISTANCE OF 531.81' TO A 5/8" STEEL BAR FOUND, THENCE CONTINUING ALONG THE SOUTHERN R/W LINE OF ST. JOHNS AVENUE N73-50-46E A DISTANCE OF 212.22' TO A 5/8" REBAR SET, THENCE FOLLOWING THE WESTERN R/W LINE OF ST. JOHNS AVENUE N29-40-13E A DISTANCE OF 744.00' TO A 5/8" REBAR SET, THENCE S60-10-36E ALONG THE EASTERN PROPERTY LINE OF PARCEL 3 EDC PHASE III A DISTANCE OF 1.00' TO A FENCE POST, THENCE ALONG THE NORTHERN PROPERTY LINE OF EDC PHASE 1 THE NORTHERN PORTION S29-41-32W A DISTANCE OF 744.70' TO A FENCE POST, THENCE FOLLOWING THE NORTHERN PROPERTY LINE OF EDC PHASE 1 NORTHERN PORTION S73-45-18W A DISTANCE OF 212.22' TO A FENCE POST, THENCE TURNING ALONG THE WESTERN PROPERTY LINE

OF EDC PHASE 1 NORTHERN PORTION S16-10-19E A DISTANCE OF 230.43' TO A PK NAIL FOUND, THENCE FOLLOWING THE SOUTHERN PROPERTY LINE OF EDC PHASE 1 NORTHERN PORTION N68-40-15E A DISTANCE OF 287.81' TO A P.K. NAIL FOUND, THENCE TURNING ALONG THE WESTERN PROPERTY LINE OF EDC PHASE 1, NORTHERN PORTION S23-38-27E A DISTANCE OF 334.40' TO A P.K. NAIL FOUND, THENCE CONTINUING ALONG THE WESTERN PROPERTY LINE OF EDC PHASE 1 NORTHERN PORTION S23-51-22E A DISTANCE OF 468.76' TO THE POINT OF BEGINNING AND CONTAINING 22.64 ACRES (986,005 SQ. FT.). SAID COORDINATE SYSTEM FOR THIS SURVEY IS NAD 83 (NORTH AMERICAN DATUM 1983).



**FORSBERG ENGINEERING AND SURVEYING, INC.**  
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 CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

**PARCEL 4  
 EDC PHASE III  
 CHARLESTON NAVAL BASE  
 NORTH CHARLESTON, S.C.**

EXHIBIT A

BK M 506 PG 280

PARCEL 7  
EDC PHASE III  
CHARLESTON NAVAL BASE  
NORTH CHARLESTON, SC

JUNE 24, 2002

ALL THAT PIECE, PARCEL, OR TRACT OF LAND KNOWN AS PARCEL 7 EDC PHASE III, LYING AND BEING IN THE CITY OF NORTH CHARLESTON, COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA AS SHOWN ON A BOUNDARY SURVEY FOR SOUTHERN DIVISION NAVFAC BY FORSBERG ENGINEERING, INC. IN ACCORDANCE WITH CONTRACT N62467-89-D-0318, AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT ARMY CORPS OF ENGINEERS DISK "MOUND", SAID POINT BEING THE POINT OF COMMENCEMENT LOCATED AT STATE PLANE COORDINATE N369830.4245E, 2327026.2863, THENCE N 65-15-07W A DISTANCE OF 9,414.30' TO A PK NAIL FOUND, SAID POINT BEING THE POINT OF BEGINNING LOCATED AT STATE PLANE COORDINATE N373771.5173, E2318476.6176, THENCE S54-27-28W ALONG THE CENTERLINE OF BORIE STREET A DISTANCE OF 336.15' TO A PK NAIL FOUND, THENCE FOLLOWING THE PROPERTY LINE OF EDC PHASE I NORTHERN PORTION THE FOLLOWING 6 COURSES S33-40-19E A DISTANCE OF 32.19' TO A 1/2" REBAR FOUND, THENCE S15-01-47W A DISTANCE OF 84.29' TO A 1/2" REBAR FOUND, THENCE S50-07-37W A DISTANCE OF 48.81' TO A 1/2" REBAR FOUND, THENCE S-30-52-56W A DISTANCE OF 48.22' TO A 1/2" REBAR FOUND, THENCE, S51-57-56W A DISTANCE OF 127.54' TO A 1/2" OPEN TOP PIPE FOUND, THENCE S37-30-07E ALONG A 8' HIGH CHAIN LINK FENCE A DISTANCE OF 242.10' TO A STEEL FENCE POST, THENCE S52-29-51W A DISTANCE OF 0.88' TO A 5/8" REBAR SET, THENCE N37-30-09W ALONG THE EASTERN PROPERTY LINE OF CHICORA PLACE SUBDIVISION A DISTANCE OF 110.75' TO A 1/2" OPEN TOP PIPE FOUND, THENCE CONTINUING ALONG THE EASTERN PROPERTY LINE OF CHICORA PLACE SUBDIVISION N37-30-25W A DISTANCE OF 585.03' TO A 5/8" REBAR SET, THENCE N52-24-51E, ALONG THE NORTHERN EDGE OF NINTH STREET A DISTANCE OF 484.79' TO A PK NAIL FOUND, THENCE CONTINUING ALONG NINTH STREET N52-51-21E A DISTANCE OF 144.61' TO A PK NAIL FOUND, THENCE S37-07-57E ALONG THE CENTERLINE OF AVENUE "B" SOUTH A DISTANCE OF 360.63' TO THE



BK M 506PG281

POINT OF BEGINNING AND CONTAINING 5.68 ACRES (247,385 SQ.FT.).  
SAID COORDINATE SYSTEM FOR THE SURVEY IS NAD83 (NORTH  
AMERICAN DATUM 1983).

NOTES:

BK M 506PG282

1) THE POINT OF COMMENCEMENT FOR THIS SURVEY IS US ARMY CORPS OF ENGINEERS DISK "MOUND".  
 N 369830.424493  
 E 2327026.286330  
 NORTH AMERICAN DATUM 1983

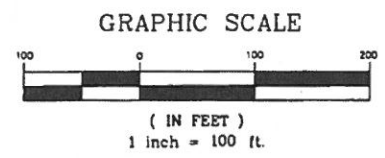
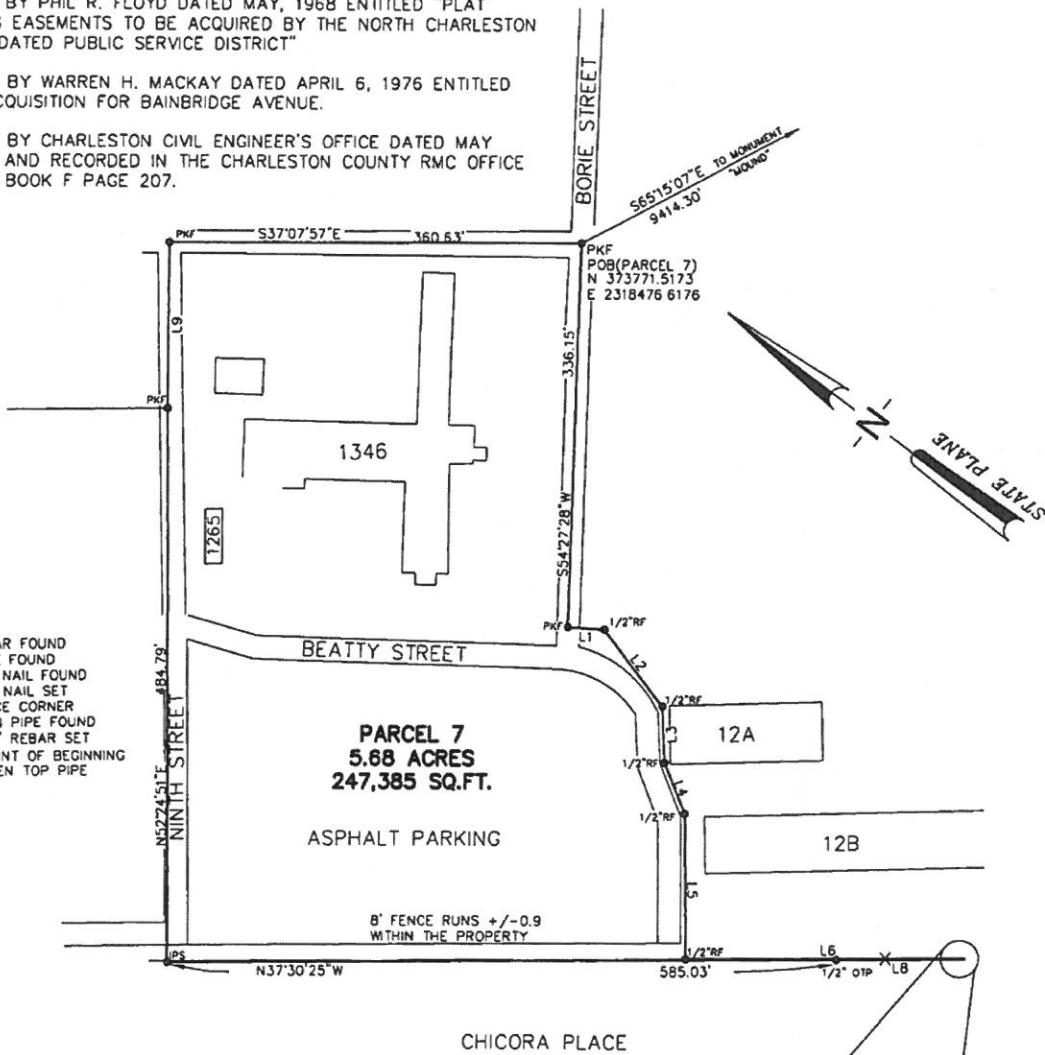
2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE MONUMENTATION SET BY FORSBERG ENGINEERING UNDER CONTRACT N62467-91-C-1620.

LINE TABLE		
LINE	LENGTH	BEARING
L1	32.19	S33°40'19"E
L2	84.29	S15°01'47"W
L3	48.81	S50°07'37"W
L4	48.22	S30°52'56"W
L5	127.54	S51°57'56"W
L6	242.10	S37°30'07"E
L7	0.88	S52°29'51"W
L8	110.75	N37°30'09"W
L9	144.61	N52°51'21"E

REFERENCES:

- 1) PLAT BY PHIL R. FLOYD DATED MAY, 1968 ENTITLED "PLAT SHOWING EASEMENTS TO BE ACQUIRED BY THE NORTH CHARLESTON CONSOLIDATED PUBLIC SERVICE DISTRICT"
- 2) PLAT BY WARREN H. MACKAY DATED APRIL 6, 1976 ENTITLED LAND ACQUISITION FOR BAINBRIDGE AVENUE.
- 3) PLAT BY CHARLESTON CIVIL ENGINEER'S OFFICE DATED MAY 4, 1942 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK F PAGE 207.

- LEGEND :
- RF - REBAR FOUND
  - AF - AXLE FOUND
  - PKF - PK NAIL FOUND
  - PKS - PK NAIL SET
  - FC - FENCE CORNER
  - IPF - IRON PIPE FOUND
  - RS - 5/8" REBAR SET
  - POB - POINT OF BEGINNING
  - OTP - OPEN TOP PIPE



**FORSBERG ENGINEERING AND SURVEYING, INC.**  
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**PARCEL 7  
 EDC PHASE III  
 CHARLESTON NAVAL BASE  
 NORTH CHARLESTON, S.C.**

BK M 506PG283

PARCEL 8  
EDC PHASE III  
CHARLESTON NAVAL BASE  
NORTH CHARLESTON, SC

JUNE 24, 2002

ALL THAT PIECE, PARCEL OR TRACT OF LAND KNOWN AS PARCEL 8 EDC PHASE III, LYING AND BEING IN THE CITY OF NORTH CHARLESTON, THE COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA AS SHOWN ON A BOUNDARY SURVEY FOR SOUTHERN DIVISION NAVFAC BY FORSBERG ENGINEERING, INC. IN ACCORDANCE WITH CONTRACT N62467-89-D-0318 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

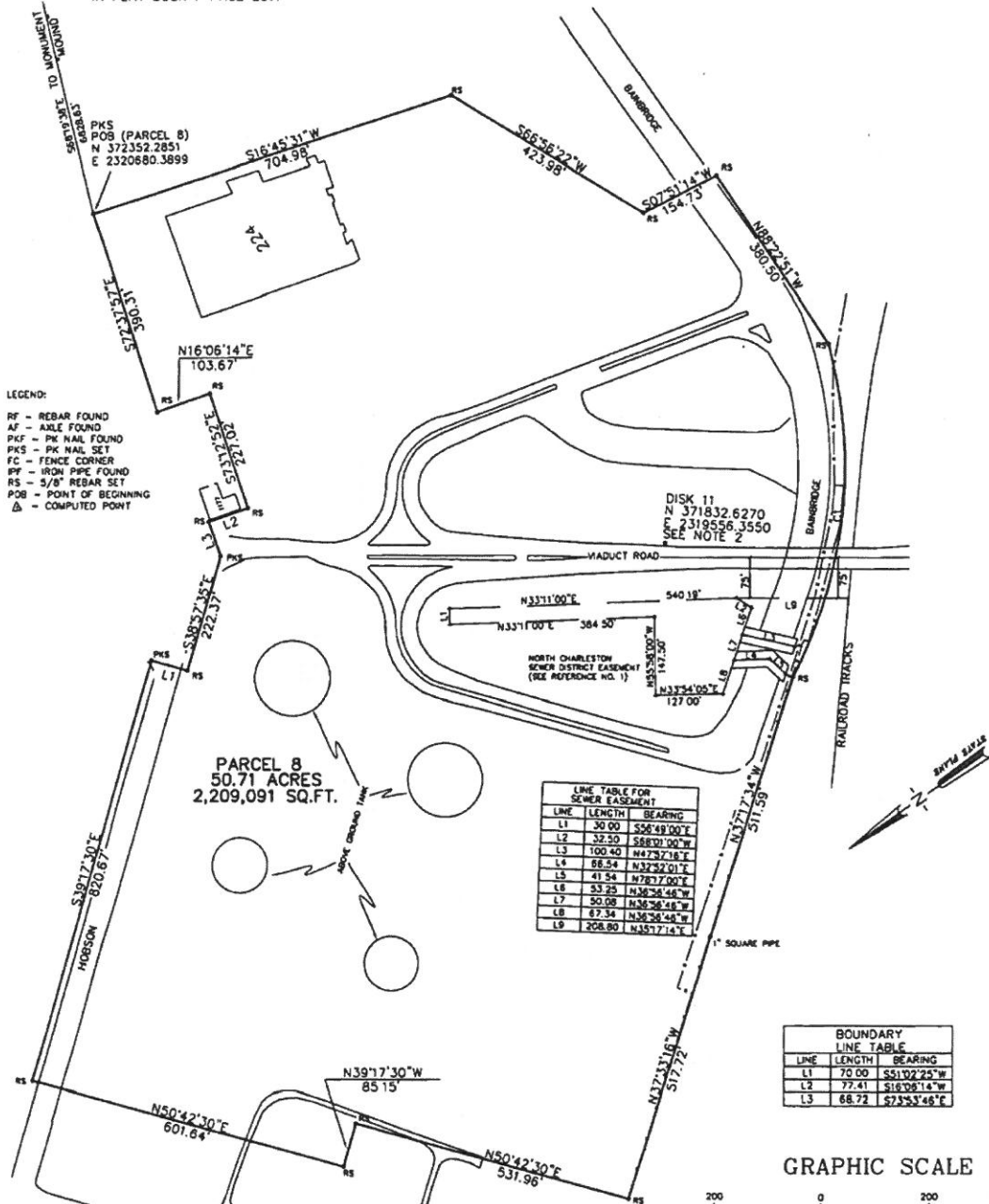
BEGINNING AT ARMY CORPS OF ENGINEERS DISK "MOUND", SAID POINT BEING THE POINT OF COMMENCEMENT LOCATED AT STATE PLANE COORDINATE N369830.4245, E2327026.2863, THENCE N68-19-38W A DISTANCE OF 6828.63' TO A PK NAIL SET SAID POINT BEING THE POINT OF BEGINNING LOCATED AT STATE PLANE COORDINATE N372352.2851, E 2320680.3899, THENCE S16-45-31W A DISTANCE OF 704.98' TO A 5/8" REBAR SET, THENCE S66-56-22W A DISTANCE OF 423.98' TO A 5/8" REBAR SET, THENCE S07-51-14W A DISTANCE OF 154.73' TO A 5/8" REBAR SET, THENCE N88-22-51W ALONG THE SOUTHERN EDGE OF BAINBRIDGE AVENUE A DISTANCE OF 380.50' TO A 5/8" REBAR SET, THENCE FOLLOWING THE EASTERN RIGHT OF WAY LINE OF SEABOARD COASTLINE RAILROAD ALONG A CURVE WITH A RADIUS OF 856.18', CHORD DISTANCE OF 624.93', CHORD BEARING OF N48-56-59W AND A LENGTH OF 639.71' TO A 5/8" REBAR SET, THENCE N37-17-34W ALONG THE EASTERN PROPERTY LINE OF CHICORA PLACE SUBDIVISION A DISTANCE OF 511.59' TO A 1" SQUARE PIPE, THENCE CONTINUING ALONG THE EASTERN PROPERTY LINE OF CHICORA PLACE SUBDIVISION N37-33-16W A DISTANCE OF 517.72' TO A 5/8" REBAR SET, THENCE N50-42-30E A DISTANCE OF 531.96' TO A 5/8" REBAR SET, THENCE N39-17-30W A DISTANCE OF 85.15' TO A 5/8" REBAR SET, THENCE N50-42-30E A DISTANCE OF 601.64' TO A 5/8" REBAR SET, THENCE FOLLOWING THE NORTHERN EDGE OF HOBSON AVENUE S39-17-30E A DISTANCE OF 820.67' TO A PK NAIL SET, THENCE S51-02-25W A DISTANCE OF 70.00' TO A 5/8" REBAR SET, THENCE S38-57-35E A DISTANCE OF 222.37' TO A PK NAIL SET IN VIADUCT ROAD, THENCE S73-53-46E A DISTANCE OF 68.72' TO A 5/8" REBAR SET, THENCE S16-06-14W A DISTANCE OF 77.41' TO A 5/8" REBAR SET, THENCE S73-12-52E A DISTANCE OF 227.02' TO A 5/8" REBAR SET, THENCE N16-06-14E A DISTANCE OF 103.67' TO A 5/8" REBAR SET, THENCE S72-37-57E ALONG THE SOUTHERN EDGE OF HOBSON AVENUE A DISTANCE OF 390.31' TO THE POINT OF BEGINNING AND CONTAINING 50.71 ACRES (2,209,091 SQ. FT.). SAID COORDINATE SYSTEM FOR THIS SURVEY IS NAD 83 (NORTH AMERICAN DATUM 1983).

REFERENCES:

- 1) PLAT BY PHIL R FLOYD DATED MAY, 1968 ENTITLED "PLAT SHOWING EASEMENTS TO BE ACQUIRED BY THE NORTH CHARLESTON CONSOLIDATED PUBLIC SERVICE DISTRICT"
- 2) PLAT BY WARREN H MACKAY DATED APRIL 6, 1976 ENTITLED LAND ACQUISITION FOR BAINBRIDGE AVENUE.
- 3) PLAT BY CHARLESTON CIVIL ENGINEER'S OFFICE DATED MAY 4, 1942 AND RECORDED IN THE CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK F PAGE 207.

BK M 506PG 284

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BRNG	DELTA
C1	639.71	856.18	335.61	624.93	N48°56'59"W	42°48'34"



NOTES.

- 1) THE POINT OF COMMENCEMENT FOR THIS SURVEY IS US ARMY CORPS OF ENGINEERS DISK "MOUND".  
 N 369830.424493  
 E 2327026.286330  
 NORTH AMERICAN DATUM 1983
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE MONUMENTATION SET BY FORSBERG ENGINEERING UNDER CONTRACT N62467-91-C-1620.

**FORSBERG ENGINEERING AND SURVEYING, INC.**  
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 CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

**PARCEL 8  
 EDC PHASE III  
 CHARLESTON NAVAL BASE  
 NORTH CHARLESTON, S.C.**

EXHIBIT A

PARCEL 10  
EDC III  
CHARLESTON NAVAL BASE  
NORTH CHARLESTON, SC

BK M 506PG285

ALL THAT PIECE, PARCEL OR TRACT OF LAND KNOWN AS PARCEL 10, EDC III, LYING AND BEING IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA AS SHOWN ON A BOUNDARY SURVEY BY FORSBERG ENGINEERING & SURVEYING, INC. FOR SOUTHERN DIVISION NAVAL FACILITIES ENGINEERING COMMAND IN ACCORDANCE WITH CONTRACT N62467-89-D-0318 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT U.S. ARMY CORPS OF ENGINEERS DISK "MOUND" SAID POINT BEING THE POINT OF COMMENCEMENT LOCATED AT STATE PLANE COORDINATE N369830.4245 E2327026.2863; THENCE N69-14-01W A DISTANCE OF 4,359.80' TO A 5/8" REBAR FOUND, SAID POINT BEING THE POINT OF BEGINNING, LOCATED AT STATE PLANE COORDINATE N371376.2363 E2322949.7321; THENCE N73-36-36W A DISTANCE OF 820.53' TO A 5/8" REBAR FOUND; THENCE N15-27-21E A DISTANCE OF 370.29' TO A 5/8" REBAR FOUND; THENCE S74-32-39E A DISTANCE OF 255.86' TO A 5/8" REBAR FOUND; THENCE N56-31-51E A DISTANCE OF 322.01' TO A COMPUTED POINT; THENCE ALONG A 5' OFFSET OF AN EXISTING HEADWALL S69-55-32E A DISTANCE OF 253.19' TO A COMPUTED POINT; THENCE S17-59-08W A DISTANCE OF 110.96' TO A 5/8" REBAR FOUND; THENCE N74-31-59W A DISTANCE OF 51.36' TO A 5/8" REBAR FOUND; THENCE S15-34-24W A DISTANCE OF 70.48' TO A 5/8" REBAR FOUND; THENCE S71-53-38E A DISTANCE OF 48.79' TO A 5/8" REBAR FOUND; THENCE S17-52-05W A DISTANCE OF 22.89' TO A 5/8" REBAR FOUND; THENCE S74-29-07E A DISTANCE OF 109.58' TO A 5/8" REBAR FOUND; THENCE S15-30-53W A DISTANCE OF 75.09' TO A 5/8" REBAR FOUND; THENCE S15-30-08W A DISTANCE OF 324.38' TO THE POINT OF BEGINNING AND CONTAINING 8.97 ACRES (390,812. SQ. FT.).

LESS AND EXCEPT A 0.14 ACRE (5,900 SQ.FT) TRACT HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT US ARMY CORPS OF ENGINEERS DISK "MOUND" SAID POINT BEING THE POINT OF COMMENCEMENT LOCATED AT STATE PLANE COORDINATE N369830.4245 E2327026.2863; THENCE N65-04-44W, A DISTANCE OF 4751.99' TO A 5/8" REBAR FOUND SAID POINT BEING THE POINT OF BEGINNING LOCATED AT STATE PLANE COORDINATE N371832.7608 E2322716.7601; THENCE N74-36-26W A DISTANCE OF 67.56' TO A 5/8" REBAR FOUND; THENCE N15-23-54E A DISTANCE OF 87.34' TO A 5/8" REBAR FOUND; THENCE S74-36-26E A DISTANCE OF 67.56' TO A 5/8" REBAR FOUND; THENCE S15-23-54W A DISTANCE OF 87.34' TO THE POINT OF BEGINNING AND CONTAINING 0.14 ACRES (5,900 SQ. FT.).

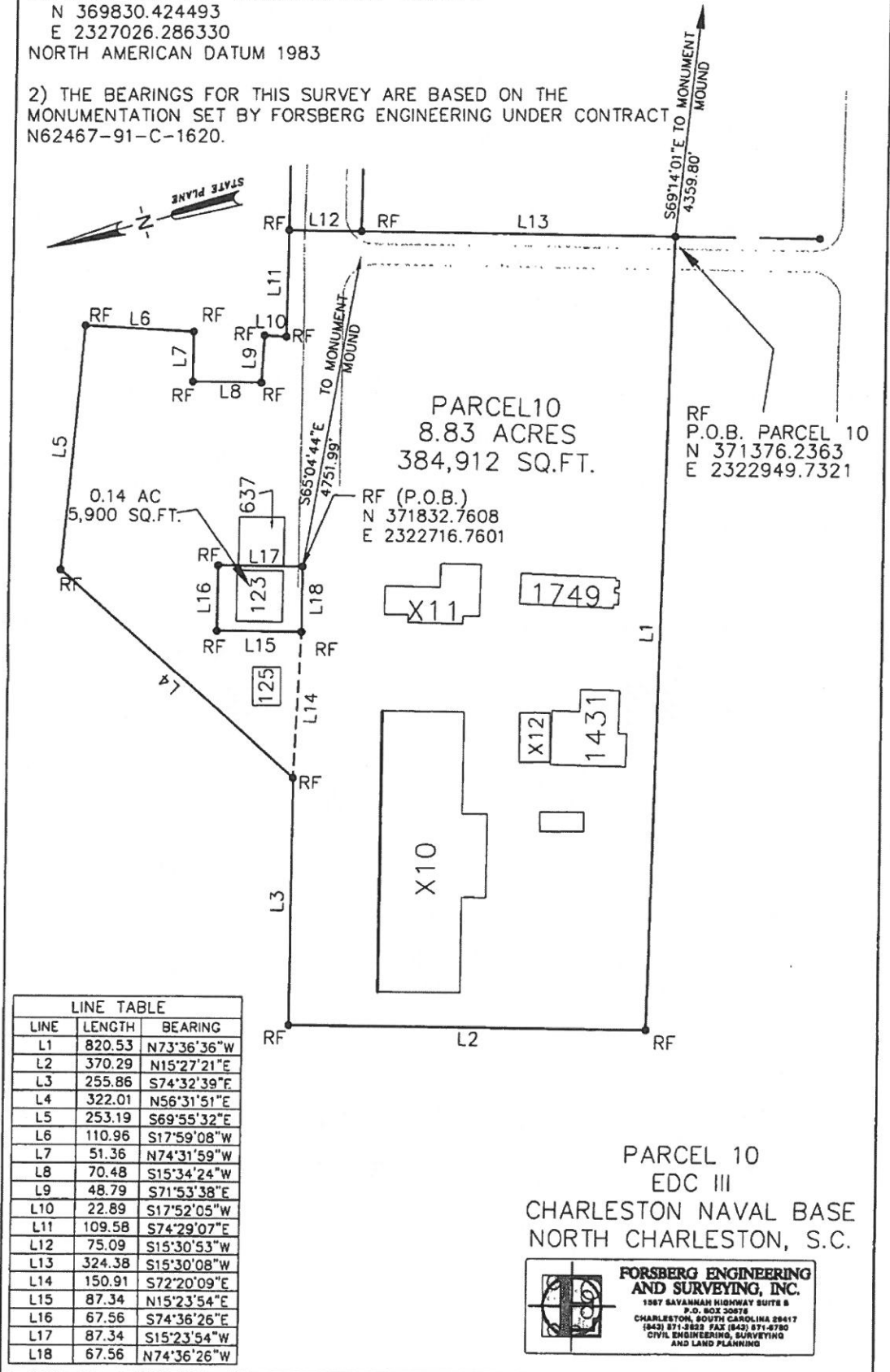
TOTAL ACREAGE FOR PARCEL 10 IS 8.83 ACRES (384,912 SQ. FT.). SAID COORDINATE SYSTEM FOR SURVEY IS NAD 83 (NORTH AMERICAN DATUM 1983).

NOTES:

1) THE POINT OF COMMENCEMENT FOR THIS SURVEY IS  
US ARMY CORPS OF ENGINEERS DISK "MOUND".

N 369830.424493  
E 2327026.286330  
NORTH AMERICAN DATUM 1983

2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE  
MONUMENTATION SET BY FORSBERG ENGINEERING UNDER CONTRACT  
N62467-91-C-1620.



LINE TABLE		
LINE	LENGTH	BEARING
L1	820.53	N73°36'36"W
L2	370.29	N15°27'21"E
L3	255.86	S74°32'39"E
L4	322.01	N56°31'51"E
L5	253.19	S69°55'32"E
L6	110.96	S17°59'08"W
L7	51.36	N74°31'59"W
L8	70.48	S15°34'24"W
L9	48.79	S71°53'38"E
L10	22.89	S17°52'05"W
L11	109.58	S74°29'07"E
L12	75.09	S15°30'53"W
L13	324.38	S15°30'08"W
L14	150.91	S72°20'09"E
L15	87.34	N15°23'54"E
L16	67.56	S74°36'26"E
L17	87.34	S15°23'54"W
L18	67.56	N74°36'26"W

PARCEL 10  
EDC III  
CHARLESTON NAVAL BASE  
NORTH CHARLESTON, S.C.

**FORSBERG ENGINEERING  
AND SURVEYING, INC.**  
1987 SAVANNAH HIGHWAY SUITE B  
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CIVIL ENGINEERING, SURVEYING  
AND LAND PLANNING

PARCEL 11  
EDC III PHASE III  
CHARLESTON NAVAL BASE  
NORTH CHARLESTON

BK M 506PG287

ALL THAT PIECE, PARCEL OR TRACT OF LAND KNOWN AS PARCEL 11, EDC III, LYING AND BEING IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA AS SHOWN ON A BOUNDARY SURVEY BY FORSBERG ENGINEERING & SURVEYING, INC. IN ACCORDANCE WITH CONTRACT N62467-89-D-0318 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT U.S. ARMY CORPS OF ENGINEERS DISK "MOUND", SAID POINT BEING THE POINT OF COMMENCEMENT LOCATED AT STATE PLANE COORDINATE N369830.4245 E2327026.2863; THENCE S65-16-21W A DISTANCE OF 3,612.08' TO A 5/8" REBAR FOUND SAID POINT BEING THE POINT OF BEGINNING LOCATED AT STATE PLANE COORDINATE N368319.4803 E2323745.4062; THENCE N63-59-19W A DISTANCE OF 721.37' TO A 5/8" REBAR SET; THENCE FOLLOWING BORDER PATROL PARCEL 2 THE FOLLOWING THREE COURSES N14-30-10E, A DISTANCE OF 1212.10' TO A 5/8" REBAR SET; THENCE N37-13-11E A DISTANCE OF 271.38' TO A 5/8" REBAR FOUND; THENCE N19-45-25E A DISTANCE OF 353.10' TO A PK NAIL SET; THENCE FOLLOWING THE SOUTHERN EDGE OF BAINBRIDGE AVENUE S75-13-06E A DISTANCE OF 926.40' TO A PK NAIL FOUND; THENCE FOLLOWING THE CENTERLINE OF PROTEUS STREET, S15-30-55W A DISTANCE OF 744.55' TO A PK NAIL FOUND; THENCE S74-30-45E A DISTANCE OF 724.16' TO A PK NAIL FOUND; THENCE S14-47-54W A DISTANCE OF 187.64' TO A 5/8" REBAR FOUND; THENCE N72-54-12W A DISTANCE OF 726.18' TO A PK NAIL FOUND, THENCE FOLLOWING THE CENTERLINE OF PROTEUS STREET S15-25-03W A DISTANCE OF 167.33' TO A PK NAIL FOUND; THENCE S74-41-30E A DISTANCE OF 84.19' TO A 5/8" REBAR FOUND; THENCE S15-22-44W A DISTANCE OF 63.34' TO A 5/8" REBAR FOUND; THENCE N74-37-28W A DISTANCE OF 84.46' TO A PK NAIL FOUND; THENCE FOLLOWING THE CENTERLINE OF PROTEUS STREET S15-15-28W A DISTANCE OF 166.77' TO A PK NAIL FOUND; THENCE N73-22-54W A DISTANCE OF 344.14' TO A PK NAIL FOUND, THENCE S15-30-50W A DISTANCE OF 149.43' TO A PK NAIL FOUND; THENCE S13-12-43W A DISTANCE OF 507.94' TO THE POINT OF BEGINNING AND CONTAINING 42.62 ACRES (1,856,624 SQ. FT.).

LESS AND EXCEPT A 1.78 ACRE TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT US ARMY CORPS OF ENGINEERS DISK "MOUND" SAID POINT BEING THE POINT OF COMMENCEMENT LOCATED AT STATE PLANE COORDINATE N369830.4245, E2327026.2863; THENCE S70-07-58W A DISTANCE OF 3,869.28' TO THE POINT OF BEGINNING LOCATED AT STATE PLANE COORDIANTE N368515.4746, E2323387.3007; THENCE N59-45-33W A DISTANCE OF 63.12' TO A 5/8" REBAR FOUND; THENCE N66-50-05W A DISTANCE OF 119.52' TO A 5/8" REBAR FOUND; THENCE N42-08-20E A DISTANCE OF 429.51' TO A 5/8" REBAR FOUND; THENCE S74-15-18E A DISTANCE

Appendix B

BK M 506 PG 288

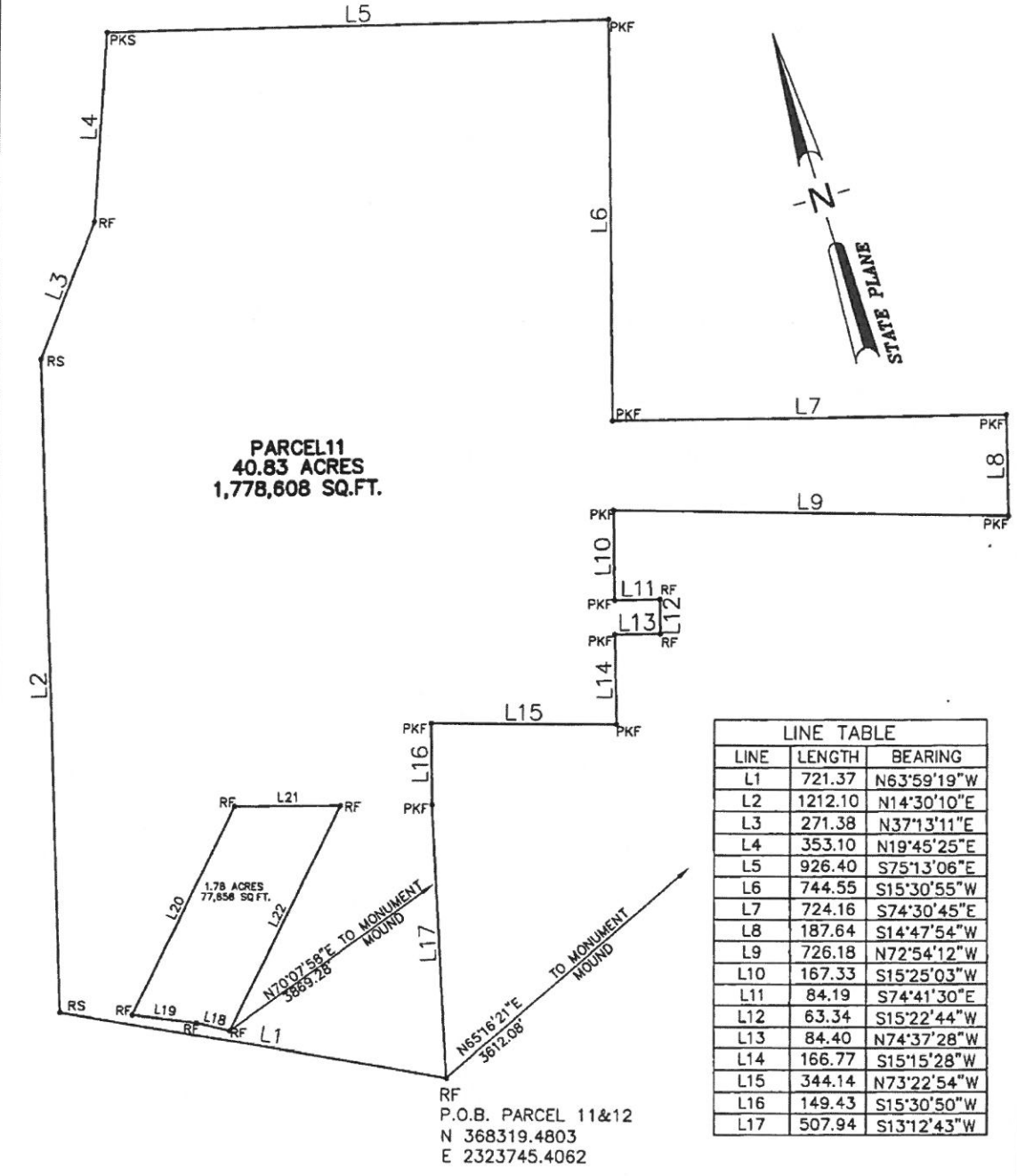
OF 195.13' TO A 5/8" REBAR FOUND; THENCE S42-08-20W A DISTANCE OF 464.38' TO THE POINT OF BEGINNING AND CONTAINING 1.78 ACRES (77,656 SQ. FT.).

TOTAL ACREAGE FOR PARCEL 11 IS 40.84 ACRES (1,778,608 SQ. FT.). SAID COORDINATE SYSTEM FOR SURVEY IS NAD 83 (NORTH AMERICAN DATUM 1983).



BK M 50566289

- NOTES:
- 1) THE POINT OF COMMENCEMENT FOR THIS SURVEY IS US ARMY CORPS OF ENGINEERS DISK "MOUND".  
N 369830.424493  
E 2327026.286330  
NORTH AMERICAN DATUM 1983
  - 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE MONUMENTATION SET BY FORSBERG ENGINEERING UNDER CONTRACT N62467-91-C-1620.



GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.

PARCEL 11  
EDC III  
CHARLESTON NAVAL BASE  
NORTH CHARLESTON, S.C.

**FORSEBERG ENGINEERING AND SURVEYING, INC.**  
1807 SAVANNAH HIGHWAY SUITE B  
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CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

BK M 506 PG 290

PARCEL 13  
EDC PHASE III  
CHARLESTON NAVAL BASE  
NORTH CHARLESTON, SC

JUNE 24, 2002

ALL THAT PIECE, PARCEL OR TRACT OF LAND KNOWN AS PARCEL 13 EDC PHASE III, LYING AND BEING IN THE CITY OF NORTH CHARLESTON, THE COUNTY OF CHARLESTON, STATE OF SOUTH CAROLINA AS SHOWN ON A BOUNDARY SURVEY BY FORSBERG ENGINEERING, INC. IN ACCORDANCE WITH CONTRACT N62467-89-D-0318 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT ARMY CORPS OF ENGINEERS DISK "MOUND", SAID POINT BEING THE POINT OF COMMENCEMENT LOCATED AT STATE PLANE COORDINATE N369830.4245, E2327026.2863 THENCE S21-33-29W A DISTANCE OF 1440.95' TO A 5/8" REBAR FOUND SAID POINT BEING THE POINT OF BEGINNING LOCATED AT STATE PLANE COORDINATE N368490.2712, E2326496.8176, THENCE S79-21-03E ALONG THE PROPERTY OF EDC PHASE I SOUTHERN PORTION A DISTANCE OF 254.43' TO A 5/8" REBAR FOUND, THENCE TURNING S07-20-48W ALONG THE CRITICAL LINE A DISTANCE OF 1285.26' TO A 5/8" REBAR FOUND, THENCE TURNING AND FOLLOWING THE PROPERTY LINE OF EDC PHASE 1 SOUTHERN PORTION THE FOLLOWING 2 COURSES N85-38-33W A DISTANCE OF 187.66' TO A 5/8" REBAR FOUND, THENCE N04-26-08E A DISTANCE OF 1311.40' TO THE POINT OF BEGINNING AND CONTAINING 6.57 ACRES (286,279. SQ. FT.). SAID COORDINATE SYSTEM FOR THIS SURVEY IS NAD 83 (NORTH AMERICAN DATUM 1983).



BK M 506PG292

PARCEL 14  
EDC III  
CHARLESTON NAVAL BASE  
NORTH CHARLESTON

ALL THAT PIECE, PARCEL OR TRACT OF LAND KNOWN AS PARCEL 14, EDC III, LYING AND BEING IN THE CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, STATE OF SOUTH CAROLINA AS SHOWN ON A BOUNDARY SURVEY BY FORSBERG ENGINEERING & SURVEYING, INC. IN ACCORDANCE WITH CONTRACT N62467-89-D-0318 AND HAVING THE FOLLOWING METES AND BOUNDS TO WIT:

BEGINNING AT U.S. ARMY CORPS OF ENGINEERS DISK "MOUND" SAID POINT BEING THE POINT OF COMMENCEMENT LOCATED AT STATE PLANE COORDINATE N369830.4245, E2327026.2863; THENCE S81-37-23W A DISTANCE OF 2,001.09' TO A PK NAIL FOUND. SAID POINT BEING THE POINT OF BEGINNING LOCATED AT STATE PLANE COORDINATE N369538.8982, E2325046.5436; THENCE N75-11-14W A DISTANCE OF 222.46' TO A 5/8" REBAR FOUND; THENCE N15-58-01E A DISTANCE OF 136.46' TO A 5/8" REBAR FOUND; THENCE S74-24-40E A DISTANCE OF 95.00' TO A 5/8" REBAR FOUND; THENCE N15-28-00E A DISTANCE OF 303.49' TO A PK NAIL FOUND; THENCE S52-02-33E A DISTANCE OF 316.63' TO A PK NAIL FOUND; THENCE S43-12-51W A DISTANCE OF 357.16' TO THE POINT OF BEGINNING AND CONTAINING 2.23 ACRES (96,979 SQ. FT.). SAID COORDINATE SYSTEM FOR SURVEY IS NAD 83 (NORTH AMERICAN DATUM 1928).

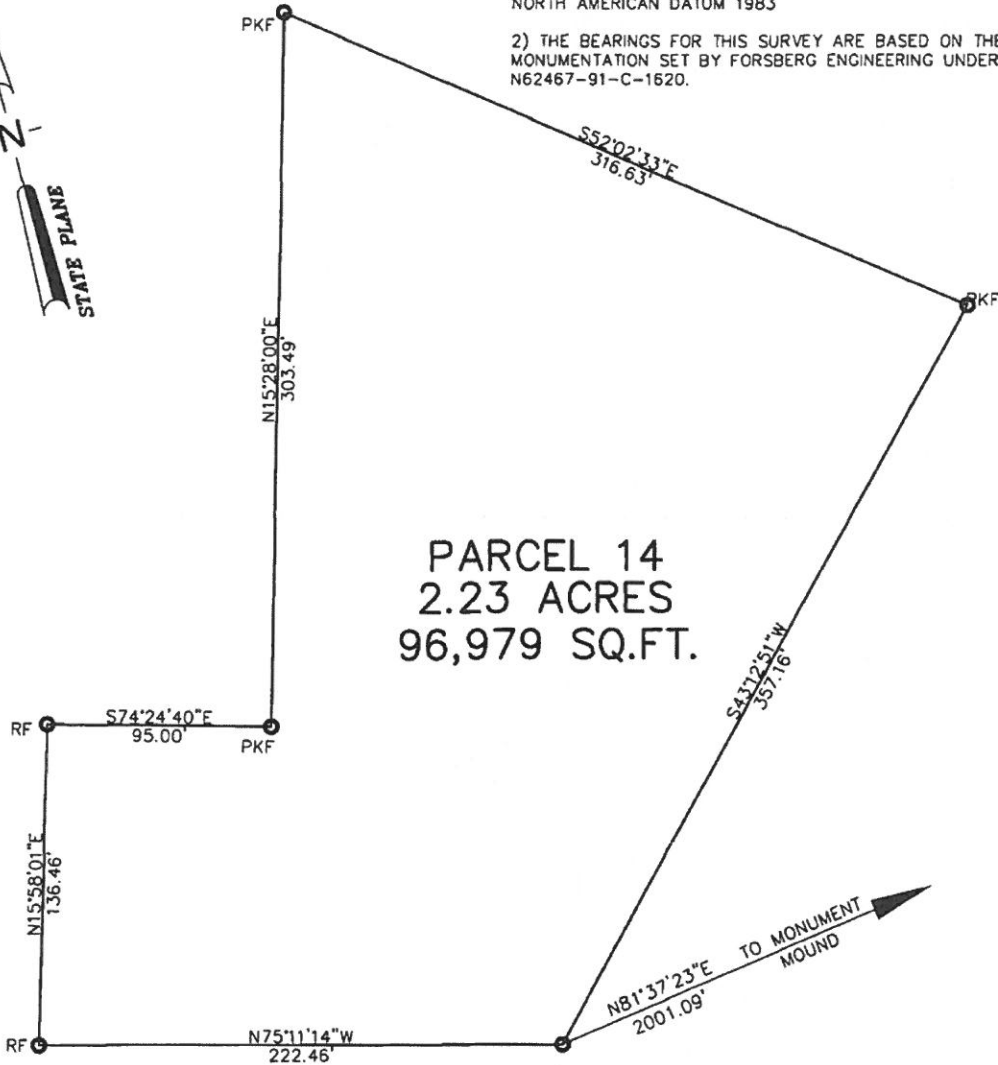
BK M 506PG293

NOTES:

1) THE POINT OF COMMENCEMENT FOR THIS SURVEY IS US ARMY CORPS OF ENGINEERS DISK "MOUND".

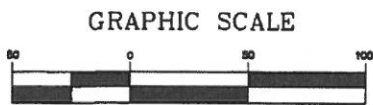
N 369830.424493  
E 2327026.286330  
NORTH AMERICAN DATUM 1983

2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE MONUMENTATION SET BY FORSBERG ENGINEERING UNDER CONTRACT N62467-91-C-1620.



PARCEL 14  
2.23 ACRES  
96,979 SQ.FT.

PKF  
P.O.B. PARCEL 14  
N 369538.8982  
E 2325046.5436



( IN FEET )  
1 inch = 50 ft.

PARCEL 14  
EDC III  
CHARLESTON NAVAL BASE  
NORTH CHARLESTON, S.C.

**FORSBERG ENGINEERING AND SURVEYING, INC.**  
1587 SAVANNAH HIGHWAY SUITE B  
P.O. BOX 30578  
CHARLESTON, SOUTH CAROLINA 29417  
(843) 571-0528 FAX (843) 571-0783  
CIVIL ENGINEERING, SURVEYING AND LAND PLANNING

# **EXHIBIT B**

**(INTENTIONALLY OMITTED)**

Appendix B

BK M 506PG295

# **EXHIBIT C**

BK M 506PG296

**LEAD-BASED PAINT HAZARD  
DISCLOSURE AND ACKNOWLEDGEMENT FORM  
(RESIDENTIAL/NONRESIDENTIAL STRUCTURES)**

**LEAD WARNING STATEMENT**

**YOU ARE ADVISED THAT BUILDINGS CONSTRUCTED BEFORE 1978 MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OR DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE. YOU ARE FURTHER ADVISED THAT LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. WORKERS MAY ALSO SUFFER ADVERSE HEALTH EFFECTS FROM LEAD DUST OR FUME EXPOSURE.**

**ACKNOWLEDGEMENT**

I acknowledge that:

- (1) I have read and understand the above stated Lead Warning Statement;
- (2) I have received from the Federal Government the following document(s):  
Environmental Baseline Survey for Transfer, and Finding of Suitability to Transfer-Charleston Naval Complex, Charleston, SC-EDC Phase III representing the best information available to the Federal Government as to the presence of lead-based paint and lead-based paint hazards in the buildings covered by this Transfer;
- (3) I understand that my failure to inspect, or to become fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of any bid or offer made after its opening or tender; and
- (4) I understand that upon execution of this Transfer, I shall assume full responsibility for preventing future lead exposure by properly managing and maintaining or, as required by applicable Federal, state, or local laws or regulations, for abating any lead-based paint hazard that may pose a risk to human health.

\_\_\_\_\_  
Transferee (or duly authorized agent)

\_\_\_\_\_  
Date



BK M 506PG297

# **EXHIBIT D**

## EXHIBIT D

Sample Disclosure Format for Target Housing Sales  
Disclosure of Information on Lead-Based paint and Lead-Based Paint Hazards

**Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure (Initial)**

\_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_ (b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

*Environmental Baseline Survey for Transfer, EDC Phase III (Draft), Charleston Naval Complex, March 2002*

*Lead Management Plan, Naval Base Charleston, January 1996*

*Lead-Based Paint Survey, Naval Base Housing, Charleston Naval Complex, May 1998*

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgement (Initial)**

\_\_\_\_ (c) Purchaser has received copies of all information listed above.

\_\_\_\_ (d) Purchaser has received the pamphlet, *Protect Your Family from Lead in Your Home*.

\_\_\_\_ (e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgement**

\_\_\_\_ (f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_ Seller \_\_\_\_\_ Date

\_\_\_\_ Seller \_\_\_\_\_ Date

\_\_\_\_ Agent \_\_\_\_\_ Date

\_\_\_\_ Agent \_\_\_\_\_ Date

\_\_\_\_ Purchaser \_\_\_\_\_ Date

\_\_\_\_ Purchaser \_\_\_\_\_ Date

# **EXHIBIT E**



BK M 506PG301

# **EXHIBIT F**

BK M 506PG302

## STANDARD ARCHITECTURAL PRESERVATION COVENANT

Grantee hereby covenants on behalf of itself, its successors and assigns, to the South Carolina State Historic Preservation Officer (SHPO) to preserve and maintain portions of the former Naval Base Charleston (the "Property") located in the County of Charleston, State of South Carolina, more particularly described in EXHIBIT "A" to the Deed to which this covenant is attached, in a manner that preserves and maintains the attributes that contribute to the eligibility of the buildings or property identified as eligible for the historic register located on the Property, for the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant by the South Carolina SHPO, and views from, to, and across the property.

(1) The historic buildings and/or property will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on the historic buildings and/or property that would materially affect the integrity or the appearance of the attributes described above without the prior written permission of the South Carolina State Historic Preservation Officer (SHPO), and signed by a fully authorized representative thereof.

(2) Upon acquisition of the Property, the Grantee will take prompt action to secure the Property from the elements, vandalism, and arson, and will undertake any stabilization that may be required to prevent deterioration. Grantee will make every effort to retain or reuse, to the extent practicable, the historic structures.

(3) In the event that archeological materials are encountered during construction or ground-disturbance activities, work shall cease in the immediate area until the SHPO is consulted and provides written permission to recommence work. Should the SHPO require, as a condition of the granting of such permission, that the Grantee conduct archeological survey data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the *archeological resources* the Grantee shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the SHPO may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains.

BK M 506PG303

(4) The Grantee will allow the South Carolina SHPO or his/her designee, at all reasonable times and upon reasonable advance notice to Grantee, to inspect the historic buildings and/or property in order to ascertain whether Grantee is complying with the conditions of this preservation covenant.

(5) The Grantee will provide the South Carolina SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of former Naval Base Charleston. Similar reports will be submitted to the South Carolina SHPO, with a copy to the Navy, each September thereafter until the Navy has disposed of the entirety of the Naval Base Charleston historic properties.

(6) Failure of the South Carolina SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the South Carolina SHPO or any other right or remedy or the invocation of such right or remedy at any other time.

(7) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the South Carolina SHPO may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require the restoration of the historic buildings and/or property. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

This covenant is binding on Grantee, its successors and assigns, in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by Grantee, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in the former Naval Base Charleston parcels which include all or part thereof of the historic buildings and/or property.

BK M 506PG304

# **EXHIBIT G**



FOST Exhibit A

Notice of Hazardous Substance Storage\*/Release\*\* for EDC Phase III  
Parcel at the Charleston Naval Complex, Charleston, SC

Material	Regulatory/Synonym	CAS Registry Number	RCRA Hazardous Waste Number	Quantity	Dates of Storage/Release	Remedial Action
Paints stored in metal drums					1917- current	Storage only, no known release occurred
	Acetone	67-64-1	U002	1-5 gals paint	1917- current	Storage only, no known release occurred
	Cyclohexanone	106-97-8	U057	1-5 gals paint	1917- current	Storage only, no known release occurred
	Dichloromethane	75-09-2	U080	1-5 gals paint	1917- current	Storage only, no known release occurred
	Ethylbenzene	100-41-4	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Isobutane	75-28-5	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Isobutyl alcohol	78-83-1	U140	1-5 gals paint	1917- current	Storage only, no known release occurred
	Methanol	67-56-1	U154	1-5 gals paint	1917- current	Storage only, no known release occurred
	Methyl ethyl ketone	78-93-3	U159	1-5 gals paint	1917- current	Storage only, no known release occurred
	Methyl isobutyl ketone	108-10-1	U161	1-5 gals paint	1917- current	Storage only, no known release occurred
	Methyl N-amy ketone	110-43-0	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Mineral spirits	64741-65-7	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Standard solvent	8052-41-3	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	1,2,4 Trimethylbenzene	95-63-6	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Toluene	108-88-3	U220	1-5 gals paint	1917- current	Storage only, no known release occurred
Paints stored in metal drums					1917- current	Storage only, no known release occurred
	Xylene	1330-20-7	U239	1-5 gals paint	1917- current	Storage only, no known release occurred
	Propylene glycol methyl ether	107-98-2	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Benzene	71-43-2	U019	1-5 gals paint	1917- current	Storage only, no known release occurred

OK M 506 PG 306

EXHIBIT A

Material	Regulatory Synonym	CAS Registry Number	RCRA Hazardous Waste Number	Quantity	Dates of Storage/Release	Remedial Action
	Aliphatic C9 & C10 hydrocarbons	64475-85-0	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Aliphatic naphtha	64742-88-7	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Solvent naphtha	64742-95-6	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Trimethyl benzene	25551-13-7	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Propane	74-98-6	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Isobutane	75-28-5	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Toluene	108-88-3	U220	1-5 gals paint	1917- current	Storage only, no known release occurred
	Xylene	1330-20-7	U239	1-5 gals paint	1917- current	Storage only, no known release occurred
	Naphtha	64742-95-6	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Isopropyl alcohol	67-63-0	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	N-Butyl Alcohol	71-36-3	U031	1-5 gals paint	1917- current	Storage only, no known release occurred
	Acetone	67-64-1	U002	1-5 gals paint	1917- current	Storage only, no known release occurred
	Methyl ethyl ketone	78-93-3	U159	1-5 gals paint	1917- current	Storage only, no known release occurred
	Ethyl-3-Ethoxypropionate	763-69-9	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Isobutyl acetate	110-19-0	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Barium metaborate	13701-59-2	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Talc	14807-96-6	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Calcium carbonate	471-34-1	None	1-5 gals paint	1917- current	Storage only, no known release occurred
	Barium sulfate	7727-43-7	None	1-5 gals paint	1917- current	Storage only, no known release occurred

EXHIBIT C



BK H 506 PG 308

EXHIBIT A

Material	Regulatory Synonym	CAS Registry Number	RCRA Hazardous Waste Number	Quantity	Dates of Storage/Release	Remedial Action
Cleaning solvent in metal tank	1,1,1-TCF	71-55-6	U228	55-gallon	1950s-current	System no longer in operation
Alkaline solvent	Solvent Naptha	64742-98-7	None	250-gal tank	1950s-current	System no longer in operation
	Ethanol, 2-butoxyethanol	111-76-2	None	250-gal tank	1950s-current	System no longer in operation
	Terpholene	585-62-9	None		1950s-current	System no longer in operation
Steam separator in boiler in						
	Diallylaminoethanol, amine 97-3	100-37-8	None	Unknown	1917-current	Storage only, no known release occurred
Fluoride in reformer tank						
	Fluoridil	86332-96-5	None	Unknown	1917-current	Storage only, no known release occurred
	Aluminum silicate	1332-58-7	None	Unknown	1917-current	Storage only, no known release occurred
	Amorphous silica gel	7631-86-9	None	Unknown	1917-current	Storage only, no known release occurred
	Silica dust	14808-60-7	None	Unknown	1917-current	Storage only, no known release occurred
	Refer to paint constituents above	As above	As above	Unknown	1995-current	Storage only, no known release occurred

EXHIBIT G

BK H 506PG 309

EXHIBIT A

Material	Regulatory Synonym	CAS Registry Number	RCRA Hazardous Waste Number	Quantity	Dates of Storage/Release	Remedial Action
	*Naphthia	64742-89-8	None	Unknown	1995-current	Storage only, no known release occurred
	*Toluene	108-88-3	U220	Unknown	1995-current	Storage only, no known release occurred
Acid Chloride						
	*Boric	None	None	Less than 1-gal to 4-gals		Storage only, no known release occurred
	*Citric	None	None	Less than 1-gal to 4-gals		Storage only, no known release occurred
	*HCL	None	None	Less than 1-gal to 4-gals		Storage only, no known release occurred
	*Oxalic	None	None	Less than 1-gal to 4-gals		Storage only, no known release occurred
	*Phosphoric	None	None	Less than 1-gal to 4-gals		Storage only, no known release occurred
	*Salicylic	None	None	Less than 1-gal to 4-gals		Storage only, no known release occurred
Chemical laboratory antideton						
	*Methylene Chloride	75-09-2	U080	Unknown		Storage only, no known release occurred
	*Acetone	67-64-1	U002	Unknown		Storage only, no known release occurred
Basic Chemicals						
	*Sodium hydroxide			Less than 1-gal to 4-gals		Storage only, no known release occurred
	*Potassium hydroxide	1310-58-3		Less than 1-gal to 4-gals		Storage only, no known release occurred
	*Barium hydroxide			Less than 1-gal to 4-gals		Storage only, no known release occurred
	*Ammonium hydroxide			Less than 1-gal to 4-gals		Storage only, no known release occurred

EXHIBIT G

BK M 506PG310

EXHIBIT A

Material	Regulatory Synonym	CAS Registry Number	RCHA Hazardous Waste Number	Quantity	Dates of Storage/Release	Remedial Action
Organic Chemicals	Carbon tetrachloride	56-23-5	U211	Less than 1-gal to 4-gals		Storage only, no known release occurred
	Isobutyl alcohol	78-83-1	U140	Less than 1-gal to 4-gals		Storage only, no known release occurred
	Acetone	67-64-1	U002	Less than 1-gal to 4-gals		Storage only, no known release occurred
	Toluene	108-88-3	U220	Less than 1-gal to 4-gals		Storage only, no known release occurred
	Ethyl benzene	100-41-4	None	Less than 1-gal to 4-gals		Storage only, no known release occurred
Herbicide (Hyvar)	Bromacil	314-40-9	None	Less than 1-gal to 4-gals		Storage only, no known release occurred
Pesticide (Amdro)	Hydranethyphon	67585-29-4	None	Less than 1-gal to 4-gals		Storage only, no known release occurred
Paints						
	Refer to paint constituents above	As above	As above	Less than 5-gal		Storage only, no known release occurred
Paint (Hyvar)	Xylene, dimethylbenzene	1330-20-7	U239	Less than 5-gal		Storage only, no known release occurred
	Propylene glycol methyl ether	107-98-2	None	Less than 5-gal		Storage only, no known release occurred
Other						

EXHIBIT G

BK H 506PG311

EXHIBIT A

Material	Regulatory Synonym	CAS Registry Number	RCRA Hazardous Waste Number	Quantity	Dates of Storage/Release	Remedial Action
	*TCE	79-01-6	U228	Unknown		Storage only, no known release occurred
	*DCE	107-06-2	U077			Storage only, no known release occurred
<b>Former Transformer Vents</b>						
	**Sulfur trioxide	12030-89-6	None	Unknown		Storage only, no known release occurred
	**Phosphorous pentoxide	1314-56-3	None			Storage only, no known release occurred
	**Arsenic	7440-38-2	None			Storage only, no known release occurred
<b>Former Transformer Vents</b>						
	*Arochlor 1016	12674-11-2	None	Unknown		Storage only, no known release occurred
	*Arochlor 1221	11104-28-2	None			Storage only, no known release occurred
	*Arochlor 1232	11141-19-5	None			Storage only, no known release occurred
	*Arochlor 1242	53469-21-9	None			Storage only, no known release occurred
	*Arochlor 1248	12673-29-6	None			Storage only, no known release occurred
	*Arochlor 1254	11097-69-1	None			Storage only, no known release occurred
	*Arochlor 1260	11096-82-5	None			Storage only, no known release occurred
<b>Service Station</b>						
	Antifreeze	Ethylene glycol	107-21-1	55-gallons		Storage only, no known release occurred
	Batteries	Lead compound	None	Unknown		Storage only, no known release occurred
	Gas cylinders	Acetylene	74-86-2	8-cylinders		Storage only, no known release occurred
		Oxygen	7782-44-7	9-cylinders		Storage only, no known release occurred

EXHIBIT G

BM M 506PG312

EXHIBIT A

Material	Regulatory Synonym	CAS Registry Number	RCRA Hazardous Waste Number	Quantity	Dates of Storage/Release	Remedial Action
Clin clean	*Naphtha	64742-88-7	None	Unknown	1990s-current	Storage only, no known release occurred
	*Tarpiolene	586-62-9	None	Unknown	1990s-current	Storage only, no known release occurred
	*2-Butoxyethanol	111-78-2	None	Unknown	1990s-current	Storage only, no known release occurred

This notice includes only hazardous substances known to have been stored or released (noted by \* for storage and \*\* for release) in excess of reportable quantities, based on a complete search of agency files, in accordance with the requirements of 40 CFR Part 373. Information regarding constituents that have been detected in soil and groundwater, but for which records do not indicate storage, release or disposal in excess of reportable quantities can be found in the applicable Environmental Baseline Survey for Transfer (EBST) and/or RCRA Facility Investigation Report (RFI) for this facility.

EXHIBIT G



BK M 506PG313

# **EXHIBIT H**



STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

AFFIDAVIT

Date of Transfer of Title  
Closing Date July 10, 2003

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 is being transferred BY the UNITED STATES OF AMERICA, acting by and through the Department of the Navy TO CHARLESTON NAVAL COMPLEX REDEVELOPMENT AUTHORITY ON July 10, 2003.
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) x \_\_\_\_\_ EXEMPT from the deed recording fee because (exemption #2) (Explanation, if required) **Government Transfer and no other valuable consideration** (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above 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 \$ \_\_\_\_\_.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_.
  - (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) \$ \_\_\_\_\_ the amount listed in item 4 above
  - (b) \_\_\_\_\_ the amount listed in item 5 above (no amount place zero)
  - (c) \$ \_\_\_\_\_ Subtract Line 6(b) from Line 6(a) and place the results.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Grantee
8. Check if Property other than Real Property is being transferred on this Deed.
  - (a) \_\_\_\_\_ Mobile Home
  - (b) \_\_\_\_\_ Other
9. \_\_\_\_\_ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of \_\_\_\_\_ deceased CASE NUMBER \_\_\_\_\_. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of \_\_\_\_\_ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully 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.

SWORN this 14th day of August, 2004  
Barbara L. Mays (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 12-15-2012

SIGNED: William J. Bates  
Grantor, Grantee, or Attorney that prepared this form  
William J. Bates  
Type or Print Name here

BK M 506PG316

**RECORDER'S PAGE**

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the Original Document



YOUNG CLEMENT RIVERS, LLP

OWL

Recording Fee 54.00  
 State Fee \_\_\_\_\_  
 County Fee \_\_\_\_\_  
 Postage \_\_\_\_\_  
 Total 54.00

FILED

M506-268

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CHARLIE LYBRAND  
REGISTER  
CHARLESTON COUNTY SC

e

**PID VERIFIED  
 BY ASSESSOR**  
 REP TRK  
 DATE 8/30/04

RECEIVED FROM RMC  
 2004  
 PEGGY A. MOSELEY  
 CHARLESTON COUNTY AUDITOR

400.00.00.074,77,78,80,81,82,83

# Appendix E





**EXHIBIT A**

**Legal Description of Property**

**PARCEL 4 (Hospital Parcel):**

All that certain piece, parcel or tract of land, together with any buildings and improvements thereon, situate, lying and being in the City of North Charleston, the County of Charleston, State of South Carolina and shown as "**PARCEL 4,**" containing approximately **22.64 acres**, on a plat entitled "REAL ESTATE SUMMARY MAP, CHARLESTON NAVAL BASE COMPLEX EDC III, NORTH CHARLESTON, SOUTH CAROLINA," by Forsberg Engineering, Inc., dated July 19, 2002, and recorded August 19, 2004, in **Plat Book EH at pages 277-278** in the RMC Office for Charleston County, SC, and having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

This being a portion of the property heretofore conveyed to The Noisette Company, LLC by deed of the City of North Charleston, dated December 21, 2004 and recorded December 21, 2004 in **Deed Book H-520 at page 266**.

FOR INFORMATIONAL PURPOSES ONLY: **TMS No.: 400-00-00-074**

**TOGETHER WITH:**

All rights and benefits contained in that certain Reciprocal Easement Agreement between Navy Yard at Noisette, LLC, The Noisette Company, LLC, Navy Yard New Market I, LLC and 10 Storehouse Row, LLC, dated July 24, 2006, and recorded August 1, 2006, in **Deed Book H-593 at page 851** in the RMC Office for Charleston County, SC.

(continued)

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**Exhibit A (continued)**

**INCLUDING NEW LOT 762:**

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **0.224 acres**, more or less, and shown and delineated as "**NEW LOT 762, 0.224 AC.**" on a plat thereof prepared by Forsberg Engineering and Surveying, Inc., entitled "PLAT SHOWING THE SUBDIVISION OF PARCEL 4 EDC III INTO PARCELS 758, 759, 760, 761, 762, 763 AND REMAINING RESIDUAL LOCATED AT THE FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON, CHARLESTON COUNTY SC," dated January 25, 2010, last revised February 10, 2010, and recorded February 12, 2010 in the Office of the RMC for Charleston County, South Carolina, in **Plat Book L-10 at page 0033** (the "**Plat**"). Said property having such location, buttings, boundings, courses and distances as by reference to said Plat will more fully appear.

TOGETHER WITH a non-exclusive permanent, commercial, assignable, perpetual, non-exclusive, appurtenant and transmissible easement for pedestrian and vehicular access, ingress and egress to NEW LOT 762, 0.224 AC., as described above (the "Access Easement"), over, upon and across that certain road identified as 'AVENUE 'F' EXISTING INGRESS/EGRESS EASEMENT SEE REF 6" on the Plat and also over those certain other roads, streets, alleyways and right-of-ways described as "Roads" in that certain Reciprocal Easement Agreement, dated July 24, 2006, and recorded August 1, 2006 in the Office of the RMC for Charleston County, South Carolina, in **Book H-593 at page 851** (the "Reciprocal Easement Agreement"). The Access Easement shall be appurtenant to and is for the benefit of and shall run with the title to NEW LOT 762, 0.224 AC. and shall be subject to the terms and conditions set forth in the Reciprocal Easement Agreement.

This being a portion of the property heretofore conveyed to The Noisette Company, LLC, by deed of the City of North Charleston, dated December 21, 2004 and recorded December 21, 2004 in **Deed Book H-520 at page 266**.

FOR INFORMATIONAL PURPOSES ONLY: **TMS No. 400-00-00-187**

(continued)

Exhibit A (continued)

**INCLUDING NEW LOT 763:**

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **0.206 acres**, more or less, and shown and delineated as "**NEW LOT 763, 0.206 AC.**" on a plat thereof prepared by Forsberg Engineering and Surveying, Inc., entitled "PLAT SHOWING THE SUBDIVISION OF PARCEL 4 EDC III INTO PARCELS 758, 759, 760, 761, 762, 763 AND REMAINING RESIDUAL LOCATED AT THE FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON, CHARLESTON COUNTY SC," dated January 25, 2010, last revised February 10, 2010, and recorded February 12, 2010 in the Office of the RMC for Charleston County, South Carolina, in **Plat Book L-10 at page 0033** (the "Plat"). Said property having such location, buttings, boundings, courses and distances as by reference to said Plat will more fully appear.

TOGETHER WITH a non-exclusive permanent, commercial, assignable, perpetual, non-exclusive, appurtenant and transmissible easement for pedestrian and vehicular access, ingress and egress to NEW LOT 763, 0.206 AC., as described above (the "Access Easement"), over, upon and across that certain road identified as 'AVENUE 'F' EXISTING INGRESS/EGRESS EASEMENT SEE REF 6" on the Plat and also over those certain other roads, streets, alleyways and right-of-ways described as "Roads" in that certain Reciprocal Easement Agreement, dated July 24, 2006, and recorded August 1, 2006 in the Office of the RMC for Charleston County, South Carolina, in **Book H-593 at page 851** (the "Reciprocal Easement Agreement"). The Access Easement shall be appurtenant to and is for the benefit of and shall run with the title to NEW LOT 763, 0.206 AC. and shall be subject to the terms and conditions set forth in the Reciprocal Easement Agreement.

This being a portion of the property heretofore conveyed to The Noisette Company, LLC, by deed of the City of North Charleston, dated December 21, 2004 and recorded December 21, 2004 in **Deed Book H-520 at page 266**.

FOR INFORMATIONAL PURPOSES ONLY: **TMS No. 400-00-00-188**

(continued)

**Exhibit A (continued)**

**LESS AND EXCEPTING NEW LOT 758:**

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **0.325 acres**, more or less, and shown and delineated as "**NEW LOT 758, 0.325 AC.**" on a plat thereof prepared by Forsberg Engineering and Surveying, Inc., entitled "PLAT SHOWING THE SUBDIVISION OF PARCEL 4 EDC III INTO PARCELS 758, 759, 760, 761, 762, 763 AND REMAINING RESIDUAL LOCATED AT THE FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON, CHARLESTON COUNTY SC," dated January 25, 2010, last revised February 10, 2010, and recorded February 12, 2010 in the Office of the RMC for Charleston County, South Carolina, in **Plat Book L-10 at page 0033** (the "Plat"). Said property having such location, buttings, boundings, courses and distances as by reference to said Plat will more fully appear.

This being the property heretofore conveyed to Michael J. Tarpley and Charlsie R. Tarpley by deed of The Noisette Company, LLC, dated July 20, 2012, and recorded October 11, 2012 in **Deed Book 0283 at page 780**.

FOR INFORMATIONAL PURPOSES ONLY: **TMS No. 400-00-00-183**

**LESS AND EXCEPTING NEW LOT 759:**

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **0.381 acres**, more or less, and shown and delineated as "**NEW LOT 759, 0.381 AC.**" on a plat thereof prepared by Forsberg Engineering and Surveying, Inc., entitled "PLAT SHOWING THE SUBDIVISION OF PARCEL 4 EDC III INTO PARCELS 758, 759, 760, 761, 762, 763 AND REMAINING RESIDUAL LOCATED AT THE FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON, CHARLESTON COUNTY SC," dated January 25, 2010, last revised February 10, 2010, and recorded February 12, 2010 in the Office of the RMC for Charleston County, South Carolina, in **Plat Book L-10 at page 0033** (the "Plat"). Said property having such location, buttings, boundings, courses and distances as by reference to said Plat will more fully appear.

TOGETHER WITH a non-exclusive permanent, commercial, assignable, perpetual, non-exclusive, appurtenant and transmissible easement for pedestrian and vehicular access, ingress and egress to NEW LOT 759, 0.381 AC., as described above (the "Access Easement"), over, upon and across that certain road identified as 'AVENUE 'F' EXISTING INGRESS/EGRESS EASEMENT SEE REF 6" on the Plat and also over those certain other roads, streets, alleyways and right-of-ways described as "Roads" in that certain Reciprocal Easement Agreement, dated July 24, 2006, and recorded August 1, 2006 in the Office of the RMC for Charleston County, South Carolina, in **Book H-593 at page 851** (the "Reciprocal Easement Agreement"). The Access Easement shall be appurtenant to and is for the benefit of and shall run with the title to NEW LOT 759, 0.381 AC. and shall be subject to the terms and conditions set forth in the Reciprocal Easement Agreement.

This being the property heretofore conveyed to Diane L. Knott by deed of The Noisette Company, LLC, dated August 13, 2010, and recorded August 20, 2010 in **Deed Book 0139 at page 551**.

FOR INFORMATIONAL PURPOSES ONLY: **TMS No. 400-00-00-184**

(continued)

Exhibit A (continued)

**LESS AND EXCEPTING NEW LOT 760:**

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **0.431 acres**, more or less, and shown and delineated as "**NEW LOT 760, 0.431 AC.**" on a plat thereof prepared by Forsberg Engineering and Surveying, Inc., entitled "PLAT SHOWING THE SUBDIVISION OF PARCEL 4 EDC III INTO PARCELS 758, 759, 760, 761, 762, 763 AND REMAINING RESIDUAL LOCATED AT THE FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON, CHARLESTON COUNTY SC," dated January 25, 2010, last revised February 10, 2010, and recorded February 12, 2010 in the Office of the RMC for Charleston County, South Carolina, in **Plat Book L-10 at page 0033** (the "Plat"). Said property having such location, buttings, boundings, courses and distances as by reference to said Plat will more fully appear.

TOGETHER WITH a non-exclusive permanent, commercial, assignable, perpetual, non-exclusive, appurtenant and transmissible easement for pedestrian and vehicular access, ingress and egress to NEW LOT 760, 0.431 AC., as described above (the "Access Easement"), over, upon and across that certain road identified as 'AVENUE 'F' EXISTING INGRESS/EGRESS EASEMENT SEE REF 6" on the Plat and also over those certain other roads, streets, alleyways and right-of-ways described as "Roads" in that certain Reciprocal Easement Agreement, dated July 24, 2006, and recorded August 1, 2006 in the Office of the RMC for Charleston County, South Carolina, in **Book H-593 at page 851** (the "Reciprocal Easement Agreement"). The Access Easement shall be appurtenant to and is for the benefit of and shall run with the title to NEW LOT 760, 0.431 AC. and shall be subject to the terms and conditions set forth in the Reciprocal Easement Agreement.

This being the property heretofore conveyed to John M. Parham, Jr. by deed of The Noisette Company, LLC, dated November 19, 2010, and recorded December 8, 2010 in **Deed Book 0159 at page 668**.

FOR INFORMATIONAL PURPOSES ONLY: **TMS No. 400-00-00-185**

**LESS AND EXCEPTING NEW LOT 761:**

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina, containing **0.445 acres**, more or less, and shown and delineated as "**NEW LOT 761, 0.445 AC.**" on a plat thereof prepared by Forsberg Engineering and Surveying, Inc., entitled "PLAT SHOWING THE SUBDIVISION OF PARCEL 4 EDC III INTO PARCELS 758, 759, 760, 761, 762, 763 AND REMAINING RESIDUAL LOCATED AT THE FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON, CHARLESTON COUNTY SC," dated January 25, 2010, last revised February 10, 2010, and recorded February 12, 2010 in the Office of the RMC for Charleston County, South Carolina, in **Plat Book L-10 at page 0033** (the "Plat"). Said property having such location, buttings, boundings, courses and distances as by reference to said Plat will more fully appear.

This being the property heretofore conveyed to Caroline's Kitchen, LLC by deed of The Noisette Company, LLC, dated August 19, 2011, and recorded August 29, 2011 in **Deed Book 0204 at page 440**.

FOR INFORMATIONAL PURPOSES ONLY: **TMS No. 400-00-00-186**

(continued)

Exhibit A (continued)

TOGETHER WITH:

TRACT 10 (f/k/a Parcel 14):

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the City of North Charleston, in the County of Charleston, State of South Carolina; and shown and designated as "TMS 400-00-00-042 CITY OF NORTH CHARLESTON ZONED PD" on a plat by Lewis Smith Moore, P.L.S. of Forsberg Engineering and Surveying, Inc., entitled "PLAT SHOWING THE RESUBDIVISION BETWEEN PARCELS 400-00-00-042 & 400-00-00-076 AND THE CREATION OF LOT A, FORMER NAVAL BASE COMPLEX CITY OF NORTH CHARLESTON CHARLESTON COUNTY SOUTH CAROLINA," dated June 6, 2006, revised July 27, 2006, and recorded on July 28, 2006, in the RMC Office for Charleston County, SC, in **Plat Book EJ, at pages 957 and 958**; said property having such location, buttings, boundings, courses and distances as by reference to said plat will more fully appear.

This being a portion of the property heretofore conveyed to The Noisette Company, LLC, by deed of the City of North Charleston, dated August 1, 2006 and recorded August 2, 2006 in **Deed Book E-593 at page 579**; thereafter, re-recorded on January 16, 2007 in **Deed Book A-612 at page 370**.

FOR INFORMATIONAL PURPOSES ONLY: **TMS No. 400-00-00-042**

LESS AND EXCEPTING:

All that certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being in the City of North Charleston, County of Charleston, State of South Carolina and shown as "PUMP STATION No. 251" on a plat prepared by Davis & Floyd, Inc. entitled "PLAT OF PARCEL# 10003 PUMP STATION NO. 251 (FORMERLY P.S. 7) AND VARIABLE WIDTH SEWER EASEMENTS ON PARCEL # 10029 TMS # 400-00-00-042 THROUGH THE PROPERTY OF THE NOISETTE COMPANY AND PARCEL # 10030 TMS # 400-00-00-142 THROUGH THE PROPERTY OF THE CITY OF NORTH CHARLESTON AND PARCEL # 10031 TMS # 400-00-00-127 AND PARCEL # 10033 TMS # 400-00-00-128 THROUGH THE PROPERTY OF THE NAVY YARD AT NOISETTE, LLC ABOUT TO BE ACQUIRED BY NORTH CHARLESTON SEWER DISTRICT, LOCATED CITY OF NORTH CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA," dated February 14, 2007 (most recent revision: December 18, 2008), a copy of which is recorded in the RMC Office for Charleston County, SC, in **Plat Book S-10 at page 0035** and which is made a part hereof and incorporated herein by reference.

This being the property heretofore conveyed to the North Charleston Sewer District by deed of The Noisette Company, LLC, dated February 4, 2010, and recorded April 13, 2010 in **Deed Book 116 at page 946**.

FOR INFORMATIONAL PURPOSES ONLY: **TMS No. 400-00-00-176**

(continued)

Exhibit A (continued)

**FURTHER LESS AND EXCEPTING:**

**TRACT 10-A:**

All that certain piece, parcel or tract of land, together with any improvements thereon, situate, lying and being in the City of North Charleston, the County of Charleston, State of South Carolina and being shown as the "**ACQUISITION AREA**," containing approximately **1.05 ACRES**, on a Plat of Tract 10 prepared for South Carolina Department of Commerce, Division of Public Railways, by Wilbur Smith Associates, dated August 26, 2011, last revised November 15, 2011, and recorded on December 2, 2011 in the office of the Register of Mesne Conveyances for Charleston County, South Carolina, in **Plat Book S-11 at page 0235**; and having the boundaries and measurements as shown on said plat, reference being craved thereto as often as necessary for a more complete and accurate legal description.

This being a portion of the property heretofore conveyed to the South Carolina Department of Commerce, Division of Public Railways by deed of The Noisette Company, LLC, dated December 13, 2011 and recorded on January 6, 2012 in **Deed Book 0226 at page 0658**.

FOR INFORMATIONAL PURPOSES ONLY: **TMS No. 400-00-00-193**

The remaining property in Tract 10 being more particularly shown and delineated as **TRACT 10**, containing **10.679 ACRES** on a "BOUNDARY PLAT OF TRACT 10, FORMERLY A PORTION OF PARCEL 3, EDC IV, FORMER NAVAL BASE COMPLEX, BEING TMS 400-00-00-042," prepared by Thomas & Hutton Engineering Co., dated November 6, 2012, last revised March 1, 2013; and recorded on \_\_\_\_\_, 2013 in the office of the RMC for Charleston County, SC, in **Plat Book \_\_\_\_\_ at page \_\_\_\_\_**; and having the boundaries and measurements as shown on the last mentioned plat; reference being craved thereto as often as necessary for a more complete and accurate legal description.

**EXHIBIT B****Required Environmental Notices**

**Notice:** This Property is subject to Declaration of Covenants and Restrictions recorded in **Record Book J-550 at page 560** in the RMC Office for Charleston County, South Carolina (as to Tract 10 only, having TMS No. 400-00-00-042).

In addition, the conveyance is subject to terms of a RCRA Hazardous Waste Permit No. SC01700022560, as amended and issued by the South Carolina Department of Health and Environmental Control ("SCDHEC"). Pursuant to the aforementioned permit, all Land Use Controls ("LUCs") that exist for Solid Waste Management Units ("SWMUs") and/or Areas of Concern ("AOCs") identified in the RCRA Hazardous Waste Permit, Appendix A-8 are incorporated into the property conveyance, and Grantee is provided notice of existing site conditional, LUCs, and Covenants and Restrictions. In addition, SCDHEC has approved a Land Use Control Management Plan for the aforementioned RCRA permit, as amended. Any land disturbing activity, or change in land use at the Property must be performed in accordance with the terms of the aforementioned RCRA Hazardous Waste Permit, the Land Use Control Management Plan, and the aforementioned Declaration of Covenants and Restrictions. In addition, the following deeds contain notices, covenants, and limitations regarding future use of the Property:

<b>Deeds from the United States of America to:</b>	<b>Dated:</b>	<b>Recorded:</b>	<b>in Book at Page</b>	
<b>Charleston Naval Complex Redevelopment Authority</b> (As to Parcel 4 [Hospital Tract]; TMS No. 400-00-00-074; 400-00-00-187; and 400-00-00-188)	<b>07/10/2003</b>	<b>08/19/2004</b>	<b>M-506</b>	<b>268</b>
<b>Charleston Naval Complex Redevelopment Authority</b> (As to Tract 10; TMS No. 400-00-00-042)	<b>05/12/2005</b>	<b>07/12/2005</b>	<b>0-544</b>	<b>666</b>

The Property is also subject to Second Amendment to Voluntary Cleanup Contract 13-6158-NRP, which was executed by the South Carolina Department of Commerce, Division of Public Railways on September 17, 2013.

Pursuant to the deeds from the United States of America to the RDA, referenced above, notification to future purchasers has been made regarding the existence of lead based paint ("LBP") and related primers on the exterior and interior of buildings where applicable. Notice of asbestos containing materials ("ACM") is further provided. ACM abatement actions were undertaken to address all known friable, damage, an accessible ACM; however, other ACM may still exist. Exhibits to the conveyances from the United States of America to the RDA contain notices of the location and type of hazardous substances that were stored, released and subject to response activities by the United States.

## Appendix B

In addition, pursuant to 42 U.S.C. 9620(h)(3)(A)(ii)(II) any remedial actions found to be necessary after the dates set forth above by which the United States transferred the Property to RDA, shall be performed by the United States.

Subsequent owners are bound by all notices, Land Use Controls and Covenants under the deeds from the United States of America to the RDA. In addition, SCDHEC is a third party beneficiary of the Land Use Controls. Such controls *inter alia* provide use restrictions, soil and site disturbance restrictions, and groundwater use restrictions. Furthermore, pursuant to 42 U.S.C. 9620(h)(3)(A)(i), the United States is granted access to the Property for the express purpose of conducting any remedial action or corrective action which is found to be necessary. Additionally, SCDHEC is granted access as necessary for oversight.

Pursuant to 42 U.S.C. 9620(h)(3)(A)(ii), the United States has, in the deeds from the United States of America to the RDA, made a covenant that all remedial actions necessary to protect human health and the environment with respect to hazardous substances remaining on the Property have been undertaken prior to the dates of transfer to the RDA and any additional remedial action found to be necessary after the dates of transfer by the United States shall be conducted by the United States.



Appendix B

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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 is known as **Parcel 4** (Hospital Parcel), containing 22.64+/- acres, having **TMS No. 400-00-00-074; New Lot 762 (TMS No. 400-00-00-187); and New Lot 763 (TMS 400-00-00-188);** together with easements; less and excepting therefrom **New Lot 758 (TMS 400-00-00-183), New Lot 759 (TMS 400-00-00-184), New Lot 760 (TMS 400-00-00-185) and New Lot 761 (TMS 400-00-00-186);**

Also: **Tract 10** (f/k/a Parcel 14), having **TMS No. 400-00-00-042**, together with easements; less and excepting therefrom **Pump Station No. 251 (TMS 400-00-00-176) and Tract 10-A (TMS 400-00-00-193),** all being in the City of North Charleston, Charleston County, South Carolina.

- 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 (See Information section of affidavit):
  - (2) transferring realty to the Federal Government or to a state, its agencies and departments, and its political subdivisions, including school districts.

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes  or No

- 4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of ~~\$3,200,000.00~~.
- (b) The fee is computed on the fair market value of the realty which is - N/A -.
- (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is - N/A -.

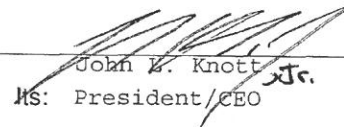
- 5. Check **Yes**  or **No**  to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.

- 6. The deed recording fee is computed as follows:

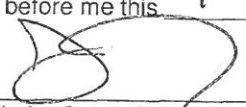
- (a) Place the amount listed in item 4 above here: ~~\$3,200,000.00~~ 0.00
- (b) Place the amount listed in item 5 above here: \$ 0.00  
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: ~~\$3,200,000.00~~ 0.00

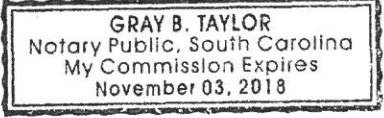
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is \$ 0.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as the Grantor.
9. I understand that a person required to furnish 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 (1) year, or both.

**THE NOISETTE COMPANY, LLC**

By:  (Seal)  
John W. Knott Jr.  
Its: President/CEO

SWORN to before me this 1<sup>st</sup> day of October, 2013.

 (L.S.)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

[Notarial Seal] 

Index legal per Boz + Tia  
**RECORDER'S PAGE**



**NOTE:** This page **MUST** remain with the original document

DWT

**Filed By:**

WHITENER & WHARTON PA  
2001 PARK ST.  
COLUMBIA SC 29201

RECORDED		
Date:	October 8, 2013	
Time:	12:23:42 PM	
<u>Book</u>	<u>Page</u>	<u>DocType</u>
0366	240	Deed
Charlie Lybrand, Register Charleston County, SC		

**MAKER:**

NOISETTE CO LLC

Note:

**RECIPIENT:**

SC DEPT OF COMMERCE

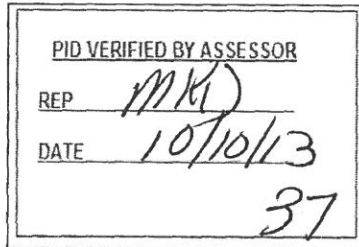
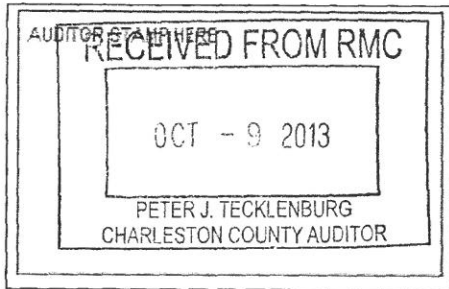
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County Fee	<EXEMPT>
Extra Pages	\$ 9.00
Postage	\$ -
Chattel	\$ -
<b>TOTAL</b>	<b>\$ 19.00</b>

**Original Book:**

**Original Page:**

**DRAWER**   
**CLERK**



0366  
Book



240  
Page



10/08/2013  
Recorded Date



14  
# Pgs



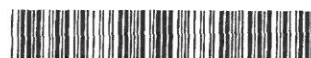
Original Book



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