

CYNTHIA B FORTE
BERKELEY COUNTY
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

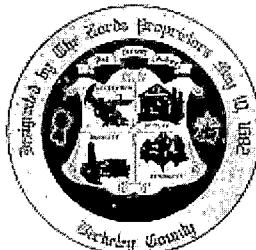
*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



Instrument #: 2024039066
Receipt Number: 341713 Return To: BERKELEY ELECTRIC
COOPERATIVE, INC (FOR BILLING
ATTN: LATESHIA W. SPANN)
Recorded As: AGREEMENT PO BOX 1234
Recorded On: December 11, 2024 MONCKS CORNER, SC, 29461
Recorded At: 10:01:20 AM Received From: BERKELEY ELECTRIC
COOPERATIVE, INC (FOR BILLING
ATTN: LATESHIA W. SPANN)
Recorded By: WK08 Parties:
Book/Page: RB 5053: 433 - 440 Direct- CARNES CROSSROADS OWNER I LLC
Total Pages: 8 Indirect- BERKELEY ELECTRIC COOPERATIVE INC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$25.00
Tax Charge: \$0.00



Cynthia B. Forte
Cynthia B Forte - Register of Deeds

BERKELEY ELECTRIC COOPERATIVE, INC.

AGREEMENT FOR UNDERGROUND ELECTRIC SERVICE

TO A RESIDENTIAL SUBDIVISION

THIS AGREEMENT made 16 day of July, 2024 between Berkeley Electric Cooperative, Inc. (the "Cooperative") and Carnes Crossroads Owner I LLC (the "Owner"):

WITNESSETH

WHEREAS, Owner is the owner of certain real estate located in Berkeley County, known as Carnes Residential Phase 18 according to plans and specifications delivered to the Cooperative, plat prepared by Berkeley Electric Cooperative dated July 16, 2024 which is by reference incorporated herein; as Exhibit "A" and:

WHEREAS, Owner desires the Cooperative to install underground electric distribution facilities for services to dwellings to be constructed there and the charges below will be determined by the Cooperative's Service Rules and Regulations plus Appendices in effect at the time construction actually begins; and

NOW THEREFORE, in consideration of the premises and the mutual obligations hereinafter set forth, the parties do hereby agree as follows:

1.

Cooperative agrees to install, own, and maintain an underground electric distribution system, including the 120/240-volt service lateral to the meter socket or service entrance for each dwelling in the subdivision on the aforementioned plat.

2.

Owner, prior to the installation of the underground electric distribution system to be constructed hereunder, will grant Cooperative in writing such rights and easements as Cooperative deems necessary to enable it to construct and maintain the said underground system, including necessary service laterals on each lot. Such rights and easements shall be recorded by Owner on each individual deed for lots within the subdivision.

3.

Owner may be required to furnish and install conduits at locations designated by Cooperative before the said underground system is constructed. The Owner or developer will be required to pay all costs incurred in cutting through and replacing pavement and boring within the development, where the Cooperative has not been given adequate notice.

4.

Owner agrees to clear all easements, clearly mark all property lines, and cause to be within 0.5 feet of final grade, all street right-of-ways and other areas in which underground residential distribution is to be installed before underground installation begins.

5.

Where due to rock conditions in the soil, shifting sand, or high water table, previously unforeseen, if all the trenching work cannot be accomplished by the use of standard trenching machines, any excess cost occasioned by such conditions may be charged by the Cooperative to the Owner or developer. Where there are other unusual conditions which require installation procedures not normally used, the excess cost of such procedures may be charged by the Cooperative to the Owner or developer.

6.

Prior to any construction, Owner will mark all other underground facilities, such as water and sewer pipes, storm drains, communications lines, gas lines, or other electric lines belonging to Owner or installed by others on Owner's behalf, that might be damaged by Cooperative's trenching or digging activities. Owner agrees to hold the Cooperative and/or its subcontractors harmless against any claims for damage to underground facilities not properly marked or to shrubs, trees, grass, sod or other items requiring protection during the installation of underground service.

7.

Owner agrees to pay the cost of installing and removing any temporary overhead facilities requested by him/her and for the cost of cutting through and replacing pavement within the development, to accommodate the Cooperative's installation of underground facilities, including all damages that may occur during the removal of temporary facilities.

8.

The Owner shall pay for any repairs, alterations, adjustments to or any loss of Cooperative's property, when such repairs, alterations, adjustments, or losses are caused by negligence of the Owner.

9.

Owner shall pay for any repairs, alterations, adjustments to or any loss of Cooperative's property when such repairs, alterations, adjustments, or losses are caused by actions of a state, municipal, or county government, changes in grade in the areas in which the underground distribution facilities are installed, changes in the location of the property lines and pins, or by the Owner's failure to comply with this agreement and/or regulations under which electrical service is furnished.

10.

Owner agrees to repair or replace all grass, straw, hay bales, or other erosion control devices disturbed during the installation of underground electric distribution facilities and to provide all erosion control that might be required of the Cooperative by governing authorities during the course of this project.

11.

In the event that the requested underground service extension requires underground primary line construction, in addition to secondary service extension, a contribution-in-aid of construction may be required in an amount as provided by the Cooperative in its Service Rules and Regulations, and any Appendices thereto, based on the energy configuration of the homes to be built in the development. Any such contribution will be paid by the Owner to the Cooperative prior to the beginning of construction.

Check appropriate box and initial:

Total Electric
 Gas Water Heating & Space Heating
 Gas Water Heating & Electric Heating
 Electric Water Heating & Gas Space Heating

Owner's Initials	Cooperative Representative's Initials
<u>JS</u>	<u>KM</u>
_____	_____
_____	_____
_____	_____

The Cooperative and the Owner hereby agree that a contribution-in-aid of construction in the amount of \$ \$170,000.00 computed in accordance with the Cooperative's Service Rules and Regulations and any Appendices thereto, shall be paid by owner prior to the beginning of construction. Such charge shall be based on a) Owner's election as to the energy configuration of the dwelling, as indicated above, and b) the number of units of each respective home size to be built on such lots, computed as follows:

Home Size	No. of Units	Charge Per Unit	Total Unit Charge
2,000	85	\$2,000.00	\$170,000.00
Total Charge:			\$170,000.00

12.

In the event Owner has elected to build homes as indicated in paragraph 11 hereof and Owner/Developer/Builder later decides to build homes incorporating a different energy configuration in all or a portion of such homes, a contribution-in-aid of construction in the amount of \$ 0.00 per unit, computed by taking the difference in the allowance for the election made in paragraph 11 hereof and the allowance for the changed configuration, if any, must be paid to the Cooperative for each home in the subdivision, which is to be built under the changed energy configuration, before permanent service will be connected to any other home in the subdivision; provided, that the contribution-in-aid of construction so paid for such units would then be refunded as soon as verification of installation in accordance with the election in paragraph 11 hereof is made by the Cooperative for each completed home.

13.

In the event Owner has elected to build homes as indicated in paragraph 11 hereof, and should the Owner choose not to construct homes on all lots, but decides to sell lots, then and in that event, the sales contract for each such lot sold shall include language requiring that the energy configuration, as elected in paragraph 11 hereof, shall be required as a condition of receiving electric service or the contribution-in-aid of construction in the amount as indicated in paragraph 12, above, shall be paid before electric service is connected to any other house in the subdivision; and further, the Owner agrees to pay \$ 0.00 per unit for each remaining home or lot in such subdivision, regardless of the type of energy configuration (i.e., comfort condition systems or water heating system) installed. It is understood and agreed that the contribution-in-aid of construction so paid for such units would then be refunded as soon as verification of installation in accordance with the election in paragraph 11 hereof is made by the Cooperative for each completed home.

14.

The type of construction and the location of said facilities will be at the option of the Cooperative. Should the Owner or developer desire changes in either location or type of construction, such changes will be made only upon the Owner or developer agreeing to pay the Cooperative the estimated additional cost incurred thereby. If lot design and/or house quantity changes occur, the Owner or Developer will be required to pay the estimated additional cost incurred per the Cooperative's Service Rules and Regulations and any Appendices thereto, in effect at the time of construction.

15.

The Cooperative shall have the option of placing transformers above ground, on pads of its specifications and/or design and in enclosures of its specification and/or design, as the Cooperative, in its sole discretion, may determine to be practicable.

16.

Owner shall allow Cooperative to construct and install facilities under Owner's NPDES (National Pollutant Discharge Elimination System) General Permit.

17.

If development is located in an unincorporated area and underground street lighting is desired, Owner agrees to:

1. Sign and attach street light contract.
2. Deliver to Cooperative signed and recorded covenants for street lighting within ten (10) days of receiving certification from county to sell lots.

18.

This contract may not be amended, changed, or altered in any manner whatsoever, except in writing, signed by both parties.

19

Notices as may be required or desired hereunder shall be delivered by first class mail to the addresses specified below or such other address as a party shall specify by written notice to the other:

To Owner at:

Carnes Crossroads Owner I LLC

C/o: Larry Caruthers

4400 Leeds Avenue, Suite 175

Charleston, SC 29405

Phone:

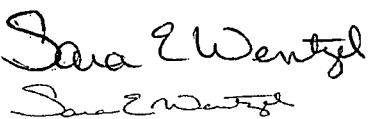
Fax:

To Cooperative at:

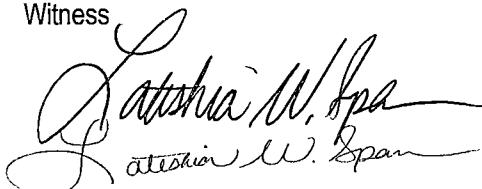
Berkeley Electric Cooperative, Inc.
P O Box 1234
414 Highway 52, North
Moncks Corner, SC 29461-1234
Phone: (843) 761-8200
Fax: (843) 719-8561

This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the respective parties hereto.

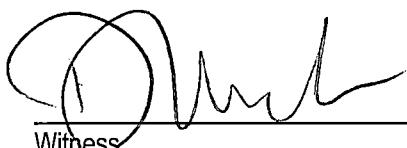
IN WITNESS WHEREOF, the Cooperative and the Owner have caused this Agreement to be executed, on or as of the day and year first above written.


Sara E. Wentyl

Witness


Latashia W. Spain

Witness



Witness

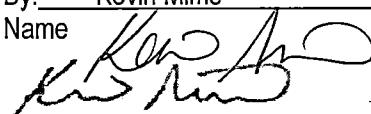


Witness

BERKELEY ELECTRIC COOPERATIVE, INC.

By: Kevin Mims

Name



L.S

Signature

Manager of Distribution Design & Easements

Title

Carnes Crossroads Owner I LLC

a Delaware limited liability company

OWNER:

By: Jesse R. Baker

Name



L.S

Signature

Authorized Signatory

Title

By execution hereof, the signature certifies that (s)he has read the entire agreement, that Cooperative has made no agreements or representations except as set forth herein, and that (s)he is the Owner or is duly authorized to execute this agreement on behalf of Owner.

THE STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

Personally appeared before me Sara E. Wentzel

and made oath that s he saw the within named Kevin Mims, Supervisor of Distribution Design for Berkeley Electric Cooperative, Inc. sign, seal and as his act and deed deliver the within utility agreement for the uses and purpose therein mentioned, and that s he with Lateshia W. Spann in the presence of each other, witnessed and due execution thereof.

Sara E. Wentzel
Sara E. Wentzel

Sworn to before me this 16 day of July 2024.

Notary Public of South Carolina

My Commission Expires: 7/19/2026

THE STATE OF Massachusetts
COUNTY OF Suffolk

Personally appeared before me Danielle Wiencek a subscribing witness who is not a party to or beneficiary of the transaction who has made oath that s he saw the within named Jesse R. Baker, Authorized Signatory for CCOTI sign, seal and as his act and deed deliver the within utility agreement for the uses and purpose therein mentioned, and that s he with Sarah J. Mann in the presence of each other, witnessed and due execution thereof.

Sworn to before me this 18th day of July 2024.

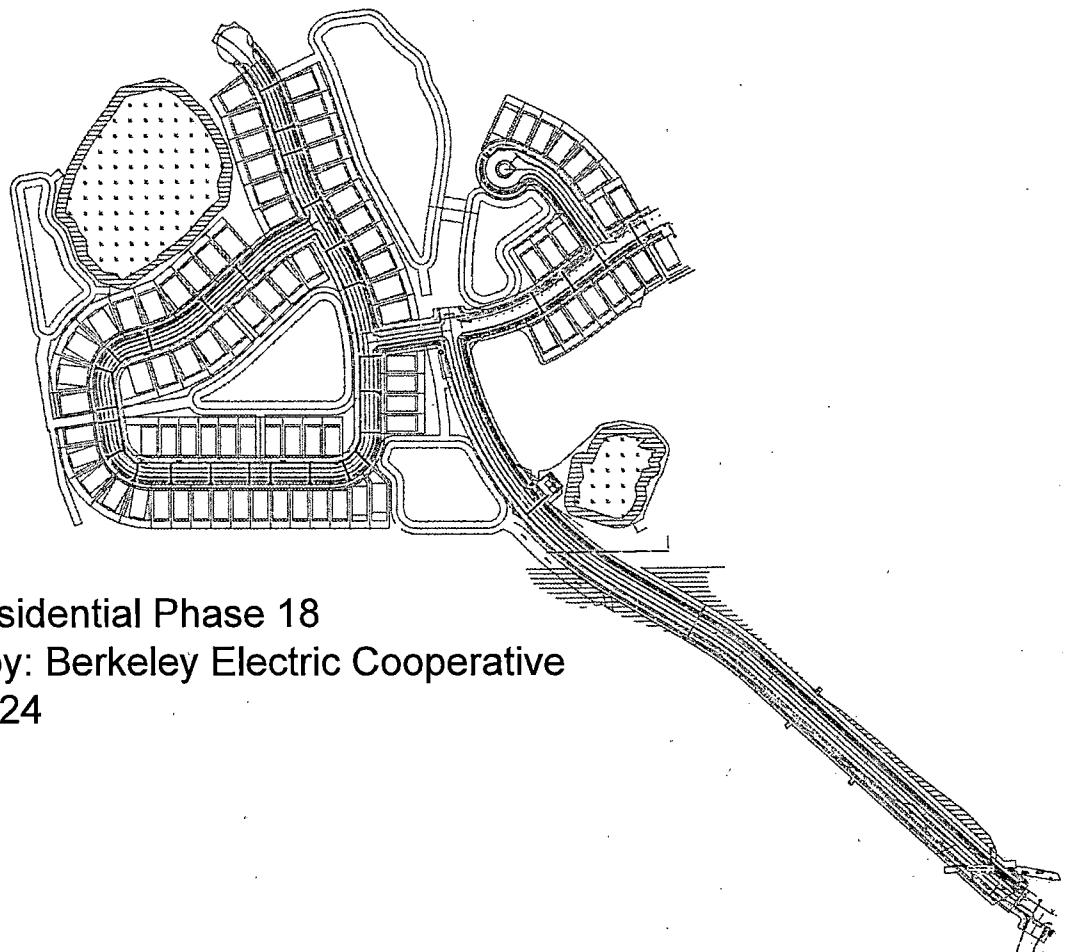
Notary Public of Massachusetts

My Commission Expires: 10/21/27



Return To: Berkeley Electric Cooperative, Inc., P.O. Box 1234, Moncks Corner, SC 29461

EXHIBIT "A"



Carnes Residential Phase 18
Prepared by: Berkeley Electric Cooperative
July 16, 2024