MINUTES OF BUDGET AND CONTROL BOARD MEETING

APRIL 6 1976

The Budget and Control Board met in the conference room of the Governor's office at 2:30 p. m. on April 6, 1976, with the following members in attendance.

Governor James B. Edwards
Mr. Grady L. Patterson, Jr.
Mr. Henry Mills
Mr. F. Julian LeaMond

Senator Dennis was absent because of a conflict with scheduled Senate business.

W. T. Putnam was also in attendance.

The following business was conducted.

MINUTES OF THE PREVIOUS MEETING - Board members had previously been furnished with minutes of the meeting of March 25, 1976, and upon a motion by Mr. LeaMond, seconded by Mr. Patterson, the minutes were approved as written.

CHEM-NUCLEAR SYSTEMS INC. - CONTRACT - At the Budget and Control Board meeting of March 25, 1976, officials of Chem-Nuclear Systems, Inc., and the Department of Health and Environmental Control appeared to discuss the renegotiating of a contract for the storing of nuclear materials in Barnwell County. At that time Board members took the matter under consideration and agreed to make a final decision at the present meeting.

After being assured by Dr. Lamar Priester, of the Department of Environmental Control, that officials of that agency were thoroughly familiar with the contract and recommended approval, Board members present unanimously approved a motion by Mr. Mills, seconded by Mr. LeaMond, authorizing the contract as presented.

A copy of the proposed deed from Chem-Nuclear Systems, Inc. to the State Budget and Control Board has been retained in these files and is identified as Exhibit I.

UNIVERSITY OF SOUTH CAROLINA - PRINTING EQUIPMENT - Mr. Furman McEachern had indicated that the University of South Carolina had submitted a request to purchase a factory rebuilt offset printing press. However as Mr. McEachern was unable to attend the present meeting, Board members agreed to carry the matter over and act upon it at some later date.

Data pertaining to this matter has been retained in these files and is identified as Exhibit II.

MARKINGS ON STATE VEHICLES - Requests were received by the Budget and Control Board from the State Development Board and the Department of Mental Health asking for permission for certain vehicles of those agencies to be exempt from the new regulation calling for the proper marking of all State owned automobiles.

Board members briefly discussed the matter but were of the unanimous opinion that justification did not exist for the omitting of proper markings on the vehicles in question. Therefore, a motion by Mr. LeaMond, which was seconded by Mr. Patterson, was unanimously passed directing Mr. Allan Spence to notify both the Development Board and the Department of Mental Health that all vehicles would have to be properly marked.

Letters from the two agencies in question have been retained in these files and are collectively identified as Exhibit III.

PERSONNEL DIVISION - Dr. Jack Mullins appeared before the Budget and Control Board to discuss the following items of business.

WINTHROP COLLEGE - Dr. Mullins reported that he had sent a memorandum to all colleges advising of the Budget and Control Board's decision that employer contributions,

resulting from salaries paid from athletic funds, must be paid from the athletic funds and not from appropriated monies. Upon receipt of this directive, officials of Winthrop College advised that the athletic program at that institution did not generate revenues and that all salaries in the athletic department were paid from student fees. It was, therefore, requested that Winthrop be exempt from the directive of the Budget and Control Board.

The Budget and Control Board members unanimously agreed that the matter should be further pursued by the State Auditor's office and that it should be considered at a subsequent meeting.

HEALTH MAINTENANCE ORGANIZATIONS - Dr. Jack Mullins advised that a Health Maintenance Organization had been established in the Piedmont region and that it was quite possible that Federal law would require the State of South Carolina to permit its employees to belong to this organization rather than to accept health insurance. In this case, Dr. Mullins indicated that periodic payments would have to be made to the Health Maintenance Organization for those State or Public School employees who might make this election.

Board members agreed that, for the present, health insurance payments for State and Public School employees should be restricted to the insurance carriers bidding on such insurance and, therefore, unanimously approved a motion by Mr. LeaMond, seconded by Mr. Mills, declining to make payments to Health Maintenance Organizations in lieu of the standard health insurance policies.

Information pertaining to this matter has been retained in these files and is identified as Exhibit IV.

STATE BUILDINGS STANDARDS - Mr. David S. Harter, Director of Energy Management, appeared before the Budget and Control Board to suggest that certain State building efficiency standards should be adopted by the Budget and Control Board and all future State buildings should be required to conform to these standards.

Board members were in general agreement that efficiency standards should be adopted and that they should apply to school buildings as well as State office buildings. However, action on the matter was postponed in order to give Mr. John McPherson, Chief Engineer for the State Auditor's office, an opportunity to appear before the Budget and Control Board to be heard on this matter.

A copy of Mr. Harter's memorandum to Governor Edwards has been retained in these files and is identified as Exhibit V.

FOREIGN TRAVEL - The Budget and Control Board received the following requests for authority for foreign travel.

University of South Carolina - James A. Andrew of the Geology Department to travel to Tunisian to work as on-site administrator for the gravity project

Clemson University - Dr. D. Merle Shepart, Assistant Professor of Entomology and Economic Zoology to travel to Brazil to assist in the harvest of the insect resistant soybeans

Upon a motion by Mr. Patterson, Board members unanimously approved both of these requests.

Data pertaining to the requests have been retained in these files and are identified as Exhibits VI and VII, respectively.

CLARK HILL AUTHORITY - SELECTION OF ENGINEERS - The Budget and Control Board received a request from the Clark Hill Authority for permission to hire the firm of Davis and Floyd Engineers, Inc., to complete a water/sewer study for the Little River Master Plan.

After being assured that all legal requirements for the selection of engineers had been met, Board members unanimously approved a motion by

Mr. LeaMond, authorizing the hiring of the firm of Davis and Floyd, Engineers, Inc., by Clark Hill Authority.

Data pertaining to this matter has been retained in these files and is identified as Exhibit VIII.

PATRIOTS' POINT AUTHORITY - LOAN REPAYMENT SCHEDULE - A 1974 act authorized the Patriots' Point Authority to borrow $3,000,000 to pay for the acquisition and display of the aircraft carrier Yorktown. This money has been advanced to Patriots' Point, as needed, from capital improvement bond funds. The Authority has now proposed that this money be repaid over a period of twenty-five years with interest to be charged at the current market rate for general obligation bonds of the State. It was also proposed that no principal payment be made for the first five years.

In the discussion which followed, Board members agreed that the loan should be amortized over a period of no more than twenty years and that principal payments should be delayed for no more than one year.

A motion by Mr. Patterson, seconded by Mr. Mills, was passed authorizing Mr. Patterson to negotiate with officials of the Patriots' Point Authority for a suitable amortization schedule. However, the motion called for a deferral of principal payments for no more than one year and for complete repayment within twenty years.

Governor Edwards abstained from voting on this issue.

Data pertaining to this matter has been retained in these files and is identified as Exhibit IX.

ADJUTANT GENERAL'S OFFICE - FINANCIAL ARRANGEMENTS - W. T. Putnam reported that information had been received from the Adjutant General's office indicating that there was a continuing problem of paying contractual obligations resulting from the construction of two armories. These problems arose as the pending sale of two armories cannot be accomplished until those under construction are completed.

Board members took note of the fact that $15,000 has previously

been made available from the Civil Contingent Fund to alleviate this situation but that no further monies can be made available from that source. However, a bond bill which is presently being introduced in both the House and the Senate will apparently contain a provision for releasing certain monies to the Adjutant General's office which could be used for temporary payments on the armories under construction. Therefore, Board members unanimously approved a motion by Mr. Patterson, seconded by Mr. LeaMond, directing the Adjutant General's office to attempt to make temporary arrangements with the contractors pending availability of funds which will probably be released under the pending bond acts.

PUBLIC SERVICE AUTHORITY - APPROVAL OF INTEREST - The Public Service Authority had previously accepted bids on $100,000,000 of bonds for that agency. Although the overall bond rate did not exceed seven percent, officials of the Authority felt the need for Budget and Control Board approval for those maturities which did carry a seven percent interest rate. Therefore the Board members present unanimously approved a motion by Mr. Patterson, seconded by Mr. LeaMond, adopting a Resolution authorizing the Public Service Authority to pay seven percent interest on certain of its obligations.

Data pertaining to this matter has been retained in these files and is identified as Exhibit X.

MEDICAL UNIVERSITY - FAMILY PRACTICE GRANT TO SELF MEMORIAL HOSPITAL - Officials of the Medical University of South Carolina requested permission to provide $409,600 from the Statewide Family Practice Residency appropriation to Self Memorial Hospital of Greenwood, South Carolina for the construction of a Family Practice Center. Architectural estimates call for an expenditure of $349,600 for the construction of a building and $60,000 for the equipping of the facility for the training of twelve residents.

All Board members had previously been furnished data pertaining to this matter and now took note of the fact that this request was simply

part of a previously approved overall plan for establishing the Statewide Family Practice Program. Therefore they approved a motion by Mr. Mills, seconded by Mr. Patterson, authorizing the grant as requested.

Data pertaining to this matter has been retained in these files and is identified as Exhibit XI.

FUTURE BOARD MEETING - Board members present unanimously agreed to hold the next meeting at 10:00 a. m. on April 20, 1976. It was also agreed that the agenda should be limited so as to permit completion of the meeting by 11:30.

COASTAL PLAINS REGIONAL COMMISSION - Some time ago, a joint effort to administer an excess property program was established by the states of North Carolina, South Carolina and Georgia. South Carolina's initial contribution of $6,000 was provided from the Civil Contingent Fund. Governor Edwards has now been advised that this office will be closed and that it will require an additional payment of approximately $600 from each state to pay the remaining expenses.

Board members unanimously approved a motion by Mr. Patterson, seconded by Mr. Mills, authorizing the expenditure of $600 from the Civil Contingent Fund to terminate the excess property program for Coastal Plains. Data pertaining to this matter has been retained in these files and is identified as Exhibit XII.

ATTORNEY FEES - REITH VERSUS STATE HOUSING AUTHORITY - The State of South Carolina, through the Attorney General's office, has received a bill for legal fees from Frank K. Sloan, attorney, for his services in the case of Reith versus State Housing Authority. Board members present unanimously approved a motion by Mr. Mills, seconded by Mr. Patterson, authorizing the payment of $8,648 from the Civil Contingent Fund to Mr. Frank K. Sloan for his services in the above mentioned case.

Data pertaining to this matter has been retained in these files and is identified as Exhibit XIII.

PERMIT FOR COLLECTION OF FOSSILS - WADE QUATTLEBAUM - At the Budget and Control Board meeting of December 23, 1975, Mr. Wade Quattlebaum requested permission to conduct salvage operations in the Cooper River to collect sharks teeth for sale. He also stated that if he were granted a permit for the salvaging of fossils that he would agree to the following:

(1) He would not salvage archeological artifacts

(2) He would turn over to the Budget and Control Board all fossils other than sharks teeth

(3) He would pay to the State of South Carolina one-half of the value of any minerals which he brought up

At that time, the Budget and Control Board declined to approve a permit pending receipt of advice from the Attorney General.

At the Budget and Control Board meeting of March 25, 1976, the matter of a permit for Mr. Quattlebaum was once again discussed and was formally denied by a majority vote.

At the present meeting, the matter was reopened by unanimous consent. After a short discussion, the Board members present unanimously approved a motion by Mr. Mills, seconded by Mr. Patterson, granting a temporary permit to Wade Quattlebaum to conduct salvage operations for fossils in the Cooper River as requested and under the terms outlined in the initial presentation of December 23, 1975.

SECRETARY'S NOTE: Board members were advised that all additional items of business pertained either to Personnel or contractural arrangements. Therefore, without objection, Governor Edwards ordered that the balance of the meeting should be conducted in Executive Session.

Exhibit I
April 6, 1976

BROWN, JEFFERIES & BOULWARE
ATTORNEYS AND COUNSELLORS AT LAW
BANKERS TRUST BUILDING
BARNWELL, SOUTH CAROLINA 29812

EDGAR A. BROWN (1888-1975)
R. M. JEFFERIES, JR.
THOMAS M. BOULWARE
H. EDWARD SMITH
G. LARRY INABINET

HERMAN I. MAZURSKY
(1902-1970)

TELEPHONE: 803/259-3532
POST OFFICE BOX 248

June 25, 1976

Mr. William Putnam, Secretary
Office of State Auditor
State Budget and Control Board
Columbia, South Carolina

Re: Lease - Chem-Nuclear Systems, Inc. to
State Budget and Control Board

Dear Bill:

In connection with the above, please be advised that I have recorded both the deed and lease agreement between Chem-Nuclear Systems and the State Budget and Control Board, and I am enclosing at this time certified copies of both documents.

I am not sure who actually retained the original deed in connection with the other conveyances; however, if you would advise which documents you wish to have in addition to what is enclosed at this time, I will have them supplied.

Please let me take this opportunity to express to you on behalf of Chem-Nuclear Systems, Inc. our appreciation for your assistance and cooperation.

With best regards and thanking you, I am

Sincerely yours,

Thomas M. Boulware
THOMAS M. BOULWARE

TMB/pg

Enclosure

cc: Mr. Lloyd Andrews
Mr. John West
Mr. Herb Oakley
Mr. Heyward Shealy

Form No. 116—Title to Real Estate by a Corporation
Revised 1939

The State of South Carolina,

COUNTY OF BARNWELL

A TRUE AND CORRECT COPY
CLERK OF COURT BARNWELL CO. S. C.
6-25-76

KNOW ALL MEN BY THESE PRESENTS, That

CHEM-NUCLEAR SYSTEMS, INC.

in the State aforesaid, for and *in consideration of the sum of*

Five ($5.00) Dollars and other valuable consideration *Dollars*

to it in hand paid at and before the sealing of these presents, by State of South Carolina Budget and Control Board

in the State aforesaid, *(the receipt whereof is hereby acknowledged)*

has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said

STATE OF SOUTH CAROLINA BUDGET AND CONTROL BOARD

All that certain piece, parcel or tract of land situate, lying and being in Red Oak Township, County of Barnwell, State of South Carolina, containing 95.29 acres as shown on plat prepared by J. J. Foy, R.L.S., dated January 7, 1976, and made a part of this description by reference thereto, and, according to said plat, having the following metes and bounds, to-wit: Beginning at a point designated by SRO Monument 128 located in the Southwestern boundary line of said tract and running thence North 10 degrees 10 minutes West for a distance of 4132.43 feet to SRO Monument 123; thence North 65 degrees 43 minutes East for a distance of 1303.73 feet to an iron pipe; thence North 66 degrees 18 minutes East for a distance of 1508.67 feet to an iron pipe; thence North 58 degrees 22 minutes East for a distance of 82.42 feet to an iron pipe and South 05 degrees 35 minutes East for a distance of 99.87 feet to an iron pipe; thence South 38 degrees 08 minutes West for a distance of 1343.04 feet to an iron pipe; thence South 38 degrees 08 minutes West for a distance of 1173.9 feet to an iron pipe; thence South 02 degrees 24 minutes West for a distance of 344.45 feet to an iron pipe; thence South 02 degrees 24 minutes West for a distance of 2564.72 feet to an iron pipe; thence South 42 degrees 23 minutes West for a distance of 363.06 feet to the point of beginning, being SRO Monument 128. The above described being comprised of two tracts, namely, 93.05 acres conveyed to Chem-Nuclear Systems by deed of Laura Moore, et al, recorded in Deed Book 13-R, at page 88, of the records of Barnwell County, along with tract of 2.24 acres conveyed to Chem-Nuclear Systems by deed of Mae S. Hill, et al, recorded in Deed Book 13-R, at page 86, of the records of Barnwell County.
ALSO: (See attached description)

ADDRESS OF GRANTEE: State House, Columbia, South Carolina

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All that certain piece, parcel or tract of land situate, lying and being in Red Oak Township, Barnwell County, State of South Carolina, containing 139.86 acres, more or less, as shown on plat prepared by J. J. Foy, dated January 7, 1976, this plat being made a part of said description by reference thereto, and, according to said plat, having the following metes and bounds, to-wit: Beginning at a point designated on said plat as SRO Monument No. 129 located on the North side of South Carolina Road S-6-53 and running thence North 38 degrees 15 minutes East for a distance of 669.5 feet to a point; thence North 38 degrees 15 minutes East for a distance of 20.5 feet to SRO Monument No. 128; thence North 42 degrees 23 minutes East for a distance of 363.06 feet to an iron pipe; thence North 02 degrees 24 minutes East for a distance of 2564.72 feet to an iron pipe; thence South 88 degrees 06 minutes East for a distance of 1811.86 feet to an iron pipe; thence South 04 degrees 09 minutes East for a distance of 2443.68 feet to a point; thence North 86 degrees 23 minutes West for a distance of 168.6 feet to an iron pipe; thence South 27 degrees 29 minutes West for a distance of 1063.01 feet to an iron pipe; thence North 84 degrees 49 minutes West for a distance of 308.67 feet to an iron pipe; thence North 7 degrees 22 minutes East for a distance of 159.94 feet to an iron pipe; thence North 76 degrees 05 minutes West for a distance of 223.58 feet to an iron pipe; thence North 84 degrees 08 minutes West for a distance of 614.75 feet to a point; thence North 64 degrees 06 minutes West for a distance of 570.31 feet to a point; thence South 39 degrees 39 minutes West for a distance of 283.45 feet to a point; thence South 27 degrees 22 minutes West for a distance of 363.95 feet to a point; thence North 70 degrees 46 minutes West for a distance of 98.66 feet to a point; thence North 68 degrees 47 minutes West for a distance of 41.62 feet to the point of beginning, being SRO Monument No. 129.

The above description is LESS AND EXCEPT the following 27.0868 acres comprised of two tracts containing 18.4780 acres and 8.6088 acres which have previously been conveyed by Chem-Nuclear Systems to the State Budget and Control Board, to-wit: All that certain piece, parcel or tract of land containing 27.0868 acres as shown on a plat made by J. J. Foy, Registered Land Surveyor, dated September 26, 1973, and recorded in Plat Book "S", at page 43, of the records of Barnwell County, said plat being made a part of this description by reference thereto, and, according to said plat, having the following metes and bounds, to-wit: Beginning at a point located North 15 degrees 3 minutes 47 seconds East and 1065.416 feet Northeast of SRO Monument No. 128, being the point of origin as shown on said plat, and running thence North 2 degrees 26 minutes East for a distance of 786.03 feet to a point; thence South 70 degrees 13 minutes East for a distance of 1343.31 feet to a point; thence South 42 degrees 57 minutes West for a distance of 770 feet to a point; thence North 70 degrees 13 minutes West for a distance of 200 feet to a point; thence South 19 degrees 47 minutes West for a distance of 650 feet; thence North 70 degrees 13 minutes West for a distance of 500 feet; thence North 19 degrees 47 minutes East for a distance of 650 feet; thence North 70 degrees 13 minutes West for a distance of 235.7 feet to the point of beginning. The above described property previously conveyed to the State Budget and Control Board is comprised of a tract of 18.478 acres as shown on plat recorded in Plat Book "S", at page 43, conveyed to the State Budget and Control Board by deed of Chem-Nuclear Systems, Inc., recorded in Deed Book 14-H, at page 421, of the records of Barnwell County, and is a portion of the property conveyed to Chem-Nuclear Systems by deed of W. W. Moore recorded in Deed Book 13-T, at page 99. The remaining 8.6088 acres is the Northern portion of a 17.2176-acre tract of land conveyed to the State Budget and Control Board by deed of Chem-Nuclear Systems recorded in Deed Book 13-T, at page 109, of the records of Barnwell County.

The Southern portion of said 17.2176 acres having been reconveyed to Chem-Nuclear Systems by deed of the State Budget and Control Board, and is shown on a plat recorded in Plat Book "S", at page 42, of the records of Barnwell County, said deed being recorded in Deed Book 14-H at Page 425, of the records of Barnwell County.

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

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said State of South Carolina Budget and Control Board, its successors ~~Heirs~~ *and Assigns forever.*

And the said Chem-Nuclear Systems, Inc. *does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said* State of South Carolina Budget and Control Board, its successors ~~Heirs~~ *and Assigns, against itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.*

IN WITNESS WHEREOF Chem-Nuclear Systems, Inc. *(Insert name of Corporation)* *has caused these presents to be executed in its name by* Bruce W. Johnson *(Insert name of President or Vice-President)* *its President, and by* Lloyd J. Andrews *(Insert name of Secretary or Treasurer)* *its* Secretary *and its corporate seal to be hereto affixed this* 6th *day of* April *in the year of our Lord, one thousand nine hundred and* seventy-six *, and in the* ~~one hundred and~~ two hundredth *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in Presence of

David T. Jones *Witness*

Barbara Fischer *Witness*

CHEM-NUCLEAR SYSTEMS, INC. *(Seal)*

By Bruce W. Johnson *President.*

Lloyd J. Andrews *Secretary or* ~~*Treasurer*~~.

The State ~~of South Carolina~~ WASHINGTON

COUNTY OF KING

PERSONALLY appeared before me David F. Jones (Insert name of Witness)

who, in oath, says that he saw the within-named Chem-Nuclear Systems, Inc. (Insert name of Corporation)

by Bruce W. Johnson (Insert name of President or Vice-President) its

President and Lloyd J. Andrews its Secretary (Insert name of Secretary or Treasurer)

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with Barbara Fischer (Insert name of other Witness) witnesssed the execution thereof.

David F. Jones (Witness)

SWORN to before me, this 6th day of April, A. D. 1976.

Phyllis J. Lozier (Seal)
Notary Public, ~~XXX~~ Wash.

My Commission Expires: Nov. 24, 1979

The State of South Carolina

CHEM-NUCLEAR SYSTEMS, INC.

TO

STATE OF SOUTH CAROLINA

BUDGET AND CONTROL BOARD

TITLE TO REAL ESTATE

Filed this 10th *day of* June, *A. D.* 1976, *at* 2:30 *o'clock,* P *M.*
and recorded Vol. 15-C *Page* 45
Fee, $

James S. Dickline
Register Mesne Conveyance.
Barnwell *County, S. C.*

Recorded this 14th *day of* June, 1976,
in M *Page* C-7
Fee, $

Sara C. Moore
Auditor Barnwell *County.*

The R. L. Bryan Company, Columbia, S. C.

I hereby certify that the within instrument was filed for record in the office of the Assessor at 11:00A M **o'clock on the** 11th **day of** June **19**76 **and was duly indexed and recorded in Book** 1 **Page** 8 **and is referred to in the files of this office as Parcel No.** TN-76-6-289

Terry L. Ray
Terry L. Ray, Assessor
Barnwell County, South Carolina

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STATE OF SOUTH CAROLINA)
) ss. LEASE AGREEMENT
COUNTY OF BARNWELL)

This lease agreement made and entered into, in duplicate, this 6th day of April, 1976, by and between the State of South Carolina, acting through the State Budget and Control Board, hereinafter called the Lessor, and Chem-Nuclear Systems, Inc., hereinafter called the Lessee, a corporation duly organized and existing under the laws of the State of Washington, and, heretofore, on August 4, 1969, was authorized to do business in the State of South Carolina, having its registered office in Barnwell, South Carolina, and authorized to engage in the business of storing and disposing of radioactive wastes and materials by Radioactive Material License Number 097 issued by the South Carolina Department of Health and Environmental Control.

WHEREAS, Lessor, by and through the State Budget and Control Board, has determined that a facility for the storage and disposition of radioactive wastes should be opened in the State of South Carolina to assist in the development of the peaceful benefits of nuclear energy in the State; and

WHEREAS, Lessee has procured and caused to be conveyed to the Lessor the real estate hereinafter described, which real estate is hereinafter referred to as the "Site;"

NOW, THEREFORE, in consideration of the payments reserved herein and the mutual covenants made by the parties, it is agreed as follows:

WITNESSETH

1. That the said Lessor for and in consideration of the rents, covenants and agreements of the Lessee, as hereinafter set forth, does hereby rent, lease, and demise unto the said Lessee the following described premises:

A TRUE AND CORRECT COPY
James G. Tuckling
CLERK OF COURT BARNWELL CO. S.C.
6-25-76

STATE OF SOUTH CAROLINA)
) ss. LEASE AGREEMENT
COUNTY OF BARNWELL)

This lease agreement made and entered into, in duplicate, this 6th day of April, 1976, by and between the State of South Carolina, acting through the State Budget and Control Board, hereinafter called the Lessor, and Chem-Nuclear Systems, Inc., hereinafter called the Lessee, a corporation duly organized and existing under the laws of the State of Washington, and, heretofore, on August 4, 1969, was authorized to do business in the State of South Carolina, having its registered office in Barnwell, South Carolina, and authorized to engage in the business of storing and disposing of radioactive wastes and materials by Radioactive Material License Number 097 issued by the South Carolina Department of Health and Environmental Control.

WHEREAS, Lessor, by and through the State Budget and Control Board, has determined that a facility for the storage and disposition of radioactive wastes should be opened in the State of South Carolina to assist in the development of the peaceful benefits of nuclear energy in the State; and

WHEREAS, Lessee has procured and caused to be conveyed to the Lessor the real estate hereinafter described, which real estate is hereinafter referred to as the "Site;"

NOW, THEREFORE, in consideration of the payments reserved herein and the mutual covenants made by the parties, it is agreed as follows:

WITNESSETH

1. That the said Lessor for and in consideration of the rents, covenants and agreements of the Lessee, as hereinafter set forth, does hereby rent, lease, and demise unto the said Lessee the following described premises:

A TRUE AND CORRECT COPY
James G. Tickling
CLERK OF COURT BARNWELL CO. S.C.
6-25-76

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Barnwell County, State of South Carolina, as shown on plat prepared by J. J. Foy, R.L.S., dated January 7, 1976, and, according to said plat, having the following metes and bounds, to-wit: Beginning at a point located on the North side of South Carolina Road S-6-53 at SRO Monument No. 129 and running thence North 38 degrees 15 minutes East for a distance of 669.5 feet to a point; thence North 38 degrees 15 minutes East for a distance of 20.5 feet to SRO Monument No. 128; thence North 10 degrees 10 minutes West for a distance of 4132.43 feet to SRO Monument No. 123; thence North 65 degrees 43 minutes East for a distance of 1303.73 feet to an iron pipe; thence North 66 degrees 18 minutes East for a distance of 1508.67 feet to an iron pipe; thence North 58 degrees 22 minutes East for a distance of 82.42 feet; thence South 05 degrees 35 minutes East for a distance of 99.87 feet to an iron pipe; thence South 38 degrees 08 minutes West for a distance of 2516.94 feet to an iron pipe; thence South 02 degrees 24 minutes West for a distance of 344.45 feet to an iron pipe; thence South 88 degrees 06 minutes East for a distance of 1811.86 feet to a pipe; thence South 04 degrees 09 minutes East for a distance of 2443.68 feet; thence North 86 degrees 23 minutes West for a distance of 168.6 feet to an iron pipe; thence South 27 degrees 29 minutes West for a distance of 1063.01 feet; thence North 84 degrees 49 minutes West for a distance of 308.67 feet; thence North 07 degrees 22 minutes East for a distance of 159.94 feet; thence North 76 degrees 05 minutes West for a distance of 223.58 feet to an iron pipe; thence North 84 degrees 08 minutes West for a distance of 614.75 feet to a point; thence North 64 degrees 06 minutes West for a distance of 570.31 feet; thence south 39 degrees 39 minutes West for a distance of 283.45 feet; thence South 27 degrees 22 minutes West for a distance of 363.95 feet to a point; thence North 70 degrees 46 minutes West for a distance of 98.66 feet to a point thence North 68 degrees 47 minutes West for a distance of 41.62 feet to the point of beginning, being SRO Monument No. 129.

Together with all the rights, privileges and appurtenances thereunto belonging.

2. To Have and to Hold the said premises hereby demised unto the said Lessee, its successors and assigns, for a period of ninety-nine years, commencing on the 6th day of April, 1976, and to terminate on the 5th day of April 2075, unless sooner terminated in accordance with the terms of this lease, at a yearly rental of $50.00 per year, the first annual payment being due and payable upon execution of this lease, receipt of which is hereby acknowledged, and succeeding payments to be payable annually within ten days after the anniversary date of this lease. The rental

payments shall be payable in lawful money of the United States at the principal office of the State Budget and Control Board, or as otherwise designated in writing by the Lessor.

3. The Lessee agrees that this lease shall not be assigned without the Lessor's written consent, which consent will not be unreasonably withheld. This lease may be assigned to a wholly owned subsidiary of the Lessee organized under the laws of the State of South Carolina. The State of South Carolina, specifically the Budget and Control Board and the Department of Health and Environmental Control, must be notified prior to any assignment.

4. The Lessee agrees that it will not without the written consent of the Lessor, which consent will not be unreasonably withheld, sublet the premises or any part thereof or permit the use of the premises by any party other than the Lessee or a wholly owned subsidiary of the Lessee organized under the laws of the State of South Carolina. The State of South Carolina, specifically the Budget and Control Board and the Department of Health and Environmental Control, must be notified prior to any sublease.

5. The Lessee covenants and agrees that it will use the leased premises in all respects in accordance with the laws of the United States Government, the laws of the State of South Carolina, and also in accordance with the requirements specified in South Carolina Radioactive Material License Number 097 and all amendments thereto. It is expressly understood that the Lessee shall comply with all requirements of the United States Nuclear Regulatory Commission, and the State of South Carolina, and applicable laws and rules as the same are promulgated and amended from time to time.

6. The Lessor or any person authorized by it shall at all times have access to the leased premises for all reasonable purposes including, without limitation, the protection of the health and safety of the public or of the employees, personnel, or contractors of the Lessee, for taking readings

and samples to facilitate research and taking readings or samples to gain information needed for the Lessor's promotion of nuclear industrial development, and for inspecting the premises and determining if the Lessee is complying with the obligations imposed by this lease.

7. The Lessee understands that the storage and burial of radioactive wastes requires perpetual surveillance and maintenance, and so long as it occupies the site, the Lessee will undertake all surveillance and maintenance as required by all applicable laws, regulations, and licensing requirements for the protection of the public health and safety. The Lessee further understands that if for any reason at any time the Lessee should default or fail to comply with the terms of its license or for any reason withdraw from the premises, the Lessor would be required to assume surveillance and maintenance obligations and pay the surveillance and maintenance costs. The Lessee, therefore, covenants and agrees to pay to the Lessor, at quarterly intervals, the sum of 16 cents for each cubic foot of radioactive waste buried at the Site during the preceding quarter. Said sum shall be increased every three years on the anniversary date of this lease in accordance with the following formula:

> In accordance with the Consumer Price Index for all items for the "South" region as published by the Department of Labor in the Current Labor Statistics - Monthly Labor Review utilizing the March, 1976 index as the base.

The parties expressly agree hereby that upon expiration or earlier termination of this lease, all materials buried at the Site prior to such expiration or termination shall remain so buried and shall be thereupon owned by and the sole and exclusive reponsibility of Lessor, its successors or assigns. The parties also recognize that the escrow fund set up by the parties pursuant to agreement dated April 21, 1971, for perpetual care of the waste buried at the Site shall continue to be maintained and the payments made pursuant to this paragraph shall be added to such fund. Interest earned upon said fund shall accrue to the fund. In order for the Lessor to determine the proper payments

of the Lessee, the Lessor shall have access to and the right to examine any pertinent books, documents, papers, accounts and records of the Lessee involving operations on the leased premises. Lessee further covenants to surrender all receipt and burial records to Lessor five (5) years after the ending of the fiscal or calendar year to which the records pertain or within one (1) year after vacating the Site. Surrendered records will be made available at the request of the Lessee.

8. The Lessee will not, without the Lessor's consent, violate any of the terms and conditions of this Lease, will not violate the terms of authorizing licenses issued by the South Carolina Department of Health and Environmental Control and the Nuclear Regulatory Commission or any other appropriate authority, will not use any part of the lease premises in a manner not in compliance with the covenants and purposes of this lease, or will not fail to comply with any applicable laws, regulations, and ordinances of the United States and the State of South Carolina. If such violations, misuse, or non-compliance occurs, the Lessor shall have the right, upon giving the Lessee a reasonable time in which to effect good compliance and sixty days written notice of its intention to terminate this lease, re-enter and take possession of the premises, and lease the Site to a third party, at the option of the Lessor. However, in the event of changes in the laws or regulations applicable to the Site for disposal of radioactive waste which makes such continued operation by Lessee impossible or economically unfeasible, ceasing to use the Site for its present purpose and using the Site for another reasonable purpose shall not be considered a violation, misuse or noncompliance with this Lease; provided, however, in the event that changes in the applicable laws and/or regulations make continued operation economically impossible or unfeasible, prior to the use of the Site for any other reasonable purpose by the Lessee, the Lessor and the Lessee herein, shall enter into such agreements or amended agreements to be negotiated and agreed upon between the Lessor and the Lessee, as will insure the continuation of the escrow account

and perpetual care fund established April 21, 1971, and continued pursuant to paragraph 7 of this lease agreement.

Neither this Lease, nor any terms thereof, shall operate to restrain the Lessor, when acting in its capacity as Sovereign of the State of South Carolina, from fulfilling its responsibilities as Sovereign, including but not limited to a determination on the part of the Sovereign that a public emergency exists and that immediate State action is necessary.

In the event of condemnation of the Site, the fair market value of the Site shall be determined as the value of the highest and best use for such property, including, but not limited to, the use of the Site for disposal of radioactive waste and the Lessee shall be entitled to the portion of any condemnation award allocable to the use of the Site during the remaining term of this lease.

9. The Lessee agrees that the Lessor's failure to insist upon the strict performance of any provision of this lease, failure to exercise any right based upon a breach thereof, or the acceptance by the Lessor of any rent during such breach shall not waive any of the Lessor's rights under this lease.

In the event of any dispute between the parties with respect to any of the terms or provisions of this lease or alleged violations thereof, such disputes shall be submitted to arbitration by a disinterested person to be known as the Arbitrator, who shall be appointed as follows:

> Either party may give written notice to the other of a dispute, briefly describing it and requesting arbitration thereof. Each shall, within ten (10) days after receiving such notice, appoint in writing one disinterested party and these disinterested parties as appointed, shall, within ten (10) days of their appointment, choose the Arbitrator, who shall determine the matters in dispute forthwith; the award or determination as made by the Arbitrator

shall be final and binding upon the parties hereto respectively and their respective successors or assigns.

10. The matter of whether any alleged violation of this Lease is substantial enough to warrant its termination under the provisions of paragraph 8 hereof shall be a proper subject for decision by the Arbitrator as described above. In the event that the Arbitrator concludes termination of this Lease would be warranted under the facts of the matter, Lessee shall have a reasonable time after the Arbitrator's decision to effect good faith compliance prior to sending of the sixty days written notice of intent to terminate this lease. The Arbitrator shall specify the items at issue on which good faith compliance is necessary to avoid termination and a reasonable time for such compliance.

11. Any notices, demands, requests, consents, approvals, and/or other communications which may be or are required to be given by either party to the other under this Lease shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by certified mail, postage prepaid. Notices to the Lessor shall be given by mailing to the Budget and Control Board, 205 Wade Hampton Office Building, Columbia, South Carolina 29201 and to the Department of Health and Environmental Control, 2600 Bull Street, Columbia, South Carolina 29201. Notices to the Lessee shall be given by mailing to Chem-Nuclear Systems, Inc., Post Office Box 1866, Bellevue, Washington 98009.

12. Execution of this Lease by Lessor and Lessee shall terminate and replace any presently existing Lease between the parties related to the premises described herein and shall terminate and replace that certain agreement between the parties dated April 21, 1971, under which an escrow fund for perpetual care of waste buried at the Site was established.

13. That the Lessee shall provide all hazard and fire insurance at its own proper expense on all outbuildings, fixtures and other personal

property situate on the leased premises, with loss payable provisions in favor of the Lessee. The proceeds from any hazard or fire insurance shall be used by the Lessee to replace all or so much of said outbuildings, fixtures or other personal property as may be economically reasonable and feasible.

IN WITNESS WHEREOF, the parties hereto have executed these presents, in duplicate, the day and year first above written.

Signed, sealed and delivered in the presence of:

W. L. Putnam

William A. McInnis

David Tedrow

J. L. McDonald

STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA, LESSOR

By James B. Edwards

CHEM-NUCLEAR SYSTEMS, INC., LESSEE

By Duane Johnson

STATE OF SOUTH CAROLINA)
)
COUNTY OF)

PERSONALLY appeared before me W. L. Putnam who, in oath, says that he saw the within-named State Budget and Control Board of South Carolina by Hon. James B. Edwards its Chairman sign the within Lease Agreement, and the said Corporation by said officer, seal said Lease Agreement, and, as its act and deed, deliver the same, and that he with William A. McInnis witnessed the execution thereof.

W. L. Putnam

Sworn to before me this 6th day of April, 1976.

Thomas M. Boulware (SEAL)
Notary Public for South Carolina

My Commission Expires: April 1979

I hereby certify that the within instrument was filed for record in the office of the Clerk of Court at 2:30 P M o'clock on the 10th day of June 1976 and was duly indexed and recorded in Book 14-S Page 129

James G. Fickling
JAMES G. FICKLING
C.C.C.P. & G.S., Barnwell County, S. C.

No. 354

STATE OF WASHINGTON)
)
COUNTY OF KING)

PERSONALLY appeared before me ~~DAVID F. JONES~~ who, in oath, says that he saw the within-named Chem-Nuclear Systems, Inc., by BRUCE W. JOHNSON its President sign the within Lease Agreement, and the said Corporation, by said Officer, seal said Agreement, and, as its act and deed, deliver the same, and that he with J. L. McDANELD witnessed the execution thereof.

David F. Jones

Sworn to before me this 24th

day of May, 1976.

Phyllis J. Lozier (SEAL)
Notary Public for The state of Washington

My Commission Expires: Nov. 24, 1979

STATE OF SOUTH CAROLINA)
) ss. LEASE AGREEMENT
COUNTY OF BARNWELL)

This lease agreement made and entered into, in duplicate, this _____ day of _____, by and between the State of South Carolina, acting through the State Budget and Control Board, hereinafter called the Lessor, and Chem-Nuclear Systems, Inc., hereinafter called the Lessee, a corporation duly organized and existing under the laws of the State of Washington, and, heretofore, on August 4, 1969, was authorized to do business in the State of South Carolina, having its registered office in Barnwell, South Carolina, and authorized to engage in the business of storing and disposing of radioactive wastes and materials by Radioactive Material License Number 097 issued by the South Carolina Department of Health and Environmental Control.

WHEREAS, Lessor, by and through the State Budget and Control Board, has determined that a facility for the storage and disposition of radioactive wastes should be opened in the State of South Carolina to assist in the development of the peaceful benefits of nuclear energy in the State; and

WHEREAS, Lessee has procured and caused to be conveyed to the Lessor the real estate hereinafter described, which real estate is hereinafter referred to as the "Site;"

NOW, THEREFORE, in consideration of the payments reserved herein and the mutual covenants made by the parties, it is agreed as follows:

WITNESSETH

1. That the said Lessor for and in consideration of the rents, covenants and agreements of the Lessee, as hereinafter set forth, does hereby rent, lease, and demise unto the said Lessee the following described premises:

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Barnwell County, State of South Carolina, as shown on plat prepared by J. J. Foy, R.L.S., dated January 7, 1976, and, according to said plat, having the following metes and bounds, to-wit: Beginning at a point located on the North side of South Carolina Road S-6-53 at SRO Monument No. 129 and running thence North 38 degrees 15 minutes East for a distance of 669.5 feet to a point; thence North 38 degrees 15 minutes East for a distance of 20.5 feet to SRO Monument No. 128; thence North 10 degrees 10 minutes West for a distance of 4132.43 feet to SRO Monument No. 123; thence North 65 degrees 43 minutes East for a distance of 1303.73 feet to an iron pipe; thence North 66 degrees 18 minutes East for a distance of 1508.67 feet to an iron pipe; thence North 58 degrees 22 minutes East for a distance of 82.42 feet; thence South 05 degrees 35 minutes East for a distance of 99.87 feet to an iron pipe; thence South 38 degrees 08 minutes West for a distance of 2516.94 feet to an iron pipe; thence South 02 degrees 24 minutes West for a distance of 344.45 feet to an iron pipe; thence South 88 degrees 06 minutes East for a distance of 1811.86 feet to a pipe; thence South 04 degrees 09 minutes East for a distance of 2443.68 feet; thence North 86 degrees 23 minutes West for a distance of 168.6 feet to an iron pipe; thence South 27 degrees 29 minutes West for a distance of 1063.01 feet; thence North 84 degrees 49 minutes West for a distance of 308.67 feet; thence North 07 degrees 22 minutes East for a distance of 159.94 feet; thence North 76 degrees 05 minutes West for a distance of 223.58 feet to an iron pipe; thence North 84 degrees 08 minutes West for a distance of 614.75 feet to a point; thence North 64 degrees 06 minutes West for a distance of 570.31 feet; thence south 39 degrees 39 minutes West for a distance of 283.45 feet; thence South 27 degrees 22 minutes West for a distance of 363.95 feet to a point; thence North 70 degrees 46 minutes West for a distance of 98.66 feet to a point thence North 68 degrees 47 minutes West for a distance of 41.62 feet to the point of beginning, being SRO Monument No. 129.

Together with all the rights, privileges and appurtenances thereunto belonging.

2. To Have and to Hold the said premises hereby demised unto the said Lessee, its successors and assigns, for a period of ninety-nine years, commencing on the ____ day of _____, and to terminate on the _____ day of _____, unless sooner terminated in accordance with the terms of this lease, at a yearly rental of $50.00 per year, the first annual payment being due and payable upon execution of this lease, receipt of which is hereby acknowledged, and succeeding payments to be payable annually within ten days after the anniversary date of this lease. The rental

payments shall be payable in lawful money of the United States at the principal office of the State Budget and Control Board, or as otherwise designated in writing by the Lessor.

3. The Lessee agrees that this lease shall not be assigned without the Lessor's written consent, which consent will not be unreasonably withheld. This lease may be assigned to a wholly owned subsidiary of the Lessee organized under the laws of the State of South Carolina. The State of South Carolina, specifically the Budget and Control Board and the Department of Health and Environmental Control, must be notified prior to any assignment.

4. The Lessee agrees that it will not without the written consent of the Lessor, which consent will not be unreasonably withheld, sublet the premises or any part thereof or permit the use of the premises by any party other than the Lessee or a wholly owned subsidiary of the Lessee organized under the laws of the State of South Carolina. The State of South Carolina, specifically the Budget and Control Board and the Department of Health and Environmental Control, must be notified prior to any sublease.

5. The Lessee covenants and agrees that it will use the leased premises in all respects in accordance with the laws of the United States Government, the laws of the State of South Carolina, and also in accordance with the requirements specified in South Carolina Radioactive Material License Number 097 and all amendments thereto. It is expressly understood that the Lessee shall comply with all requirements of the United States Nuclear Regulatory Commission, and the State of South Carolina, and applicable laws and rules as the same are promulgated and amended from time to time.

6. The Lessor or any person authorized by it shall at all times have access to the leased premises for all reasonable purposes including, without limitation, the protection of the health and safety of the public or of the employees, personnel, or contractors of the Lessee, for taking readings

and samples to facilitate research and taking readings or samples to gain information needed for the Lessor's promotion of nuclear industrial development, and for inspecting the premises and determining if the Lessee is complying with the obligations imposed by this lease.

7. The Lessee understands that the storage and burial of radioactive wastes requires perpetual surveillance and maintenance, and so long as it occupies the site, the Lessee will undertake all surveillance and maintenance as required by all applicable laws, regulations, and licensing requirements for the protection of the public health and safety. The Lessee further understands that if for any reason at any time the Lessee should default or fail to comply with the terms of its license or for any reason withdraw from the premises, the Lessor would be required to assume surveillance and maintenance obligations and pay the surveillance and maintenance costs. The Lessee, therefore, covenants and agrees to pay to the Lessor, at quarterly intervals, the sum of 16 cents for each cubic foot of radioactive waste buried at the Site during the preceding quarter. Said sum shall be increased every three years on the anniversary date of this lease in accordance with the following formula:

> In accordance with the Consumer Price Index for all items for the "South" region as published by the Department of Labor in the Current Labor Statistics - Monthly Labor Review utilizing the March, 1976 index as the base.

The parties expressly agree hereby that upon expiration or earlier termination of this lease, all materials buried at the Site prior to such expiration or termination shall remain so buried and shall be thereupon owned by and the sole and exclusive reponsibility of Lessor, its successors or assigns. The parties also recognize that the escrow fund set up by the parties pursuant to agreement dated April 21, 1971, for perpetual care of the waste buried at the Site shall continue to be maintained and the payments made pursuant to this paragraph shall be added to such fund. Interest earned upon said fund shall accrue to the fund. In order for the Lessor to determine the proper payments

of the Lessee, the Lessor shall have access to and the right to examine any pertinent books, documents, papers, accounts and records of the Lessee involving operations on the leased premises. Lessee further covenants to surrender all receipt and burial records to Lessor five (5) years after the ending of the fiscal or calendar year to which the records pertain or within one (1) year after vacating the Site. Surrendered records will be made available at the request of the Lessee.

8. The Lessee will not, without the Lessor's consent, violate any of the terms and conditions of this Lease, will not violate the terms of authorizing licenses issued by the South Carolina Department of Health and Environmental Control and the Nuclear Regulatory Commission or any other appropriate authority, will not use any part of the lease premises in a manner not in compliance with the covenants and purposes of this lease, or will not fail to comply with any applicable laws, regulations, and ordinances of the United States and the State of South Carolina. If such violations, misuse, or non-compliance occurs, the Lessor shall have the right, upon giving the Lessee a reasonable time in which to effect good compliance and sixty days written notice of its intention to terminate this lease, re-enter and take possession of the premises, and lease the Site to a third party, at the option of the Lessor. However, in the event of changes in the laws or regulations applicable to the Site for disposal of radioactive waste which makes such continued operation by Lessee impossible or economically unfeasible, ceasing to use the Site for its present purpose and using the Site for another reasonable purpose shall not be considered a violation, misuse or noncompliance with this Lease; provided, however, in the event that changes in the applicable laws and/or regulations make continued operation economically impossible or unfeasible, prior to the use of the Site for any other reasonable purpose by the Lessee, the Lessor and the Lessee herein, shall enter into such agreements or amended agreements to be negotiated and agreed upon between the Lessor and the Lessee, as will insure the continuation of the escrow account

and perpetual care fund established April 21, 1971, and continued pursuant to paragraph 7 of this lease agreement.

Neither this Lease, nor any terms thereof, shall operate to restrain the Lessor, when acting in its capacity as Sovereign of the State of South Carolina, from fulfilling its responsibilities as Sovereign, including but not limited to a determination on the part of the Sovereign that a public emergency exists and that immediate State action is necessary.

In the event of condemnation of the Site, the fair market value of the Site shall be determined as the value of the highest and best use for such property, including, but not limited to, the use of the Site for disposal of radioactive waste and the Lessee shall be entitled to the portion of any condemnation award allocable to the use of the Site during the remaining term of this lease.

9. The Lessee agrees that the Lessor's failure to insist upon the strict performance of any provision of this lease, failure to exercise any right based upon a breach thereof, or the acceptance by the Lessor of any rent during such breach shall not waive any of the Lessor's rights under this lease.

In the event of any dispute between the parties with respect to any of the terms or provisions of this lease or alleged violations thereof, such disputes shall be submitted to arbitration by a disinterested person to be known as the Arbitrator, who shall be appointed as follows:

> Either party may give written notice to the other of a dispute, briefly describing it and requesting arbitration thereof. Each shall, within ten (10) days after receiving such notice, appoint in writing one disinterested party and these disinterested parties as appointed, shall, within ten (10) days of their appointment, choose the Arbitrator, who shall determine the matters in dispute forthwith; the award or determination as made by the Arbitrator

shall be final and binding upon the parties hereto respectively and their respective successors or assigns.

10. The matter of whether any alleged violation of this Lease is substantial enough to warrant its termination under the provisions of paragraph 8 hereof shall be a proper subject for decision by the Arbitrator as described above. In the event that the Arbitrator concludes termination of this Lease would be warranted under the facts of the matter, Lessee shall have a reasonable time after the Arbitrator's decision to effect good faith compliance prior to sending of the sixty days written notice of intent to terminate this lease. The Arbitrator shall specify the items at issue on which good faith compliance is necessary to avoid termination and a reasonable time for such compliance.

11. Any notices, demands, requests, consents, approvals, and/or other communications which may be or are required to be given by either party to the other under this Lease shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by certified mail, postage prepaid. Notices to the Lessor shall be given by mailing to the Budget and Control Board, 205 Wade Hampton Office Building, Columbia, South Carolina 29201 and to the Department of Health and Environmental Control, 2600 Bull Street, Columbia, South Carolina 29201. Notices to the Lessee shall be given by mailing to Chem-Nuclear Systems, Inc., Post Office Box 1866, Bellevue, Washington 98009.

12. Execution of this Lease by Lessor and Lessee shall terminate and replace any presently existing Lease between the parties related to the premises described herein and shall terminate and replace that certain agreement between the parties dated April 21, 1971, under which an escrow fund for perpetual care of waste buried at the Site was established.

13. That the Lessee shall provide all hazard and fire insurance at its own proper expense on all outbuildings, fixtures and other personal

property situate on the leased premises, with loss payable provisions in favor of the Lessee. The proceeds from any hazard or fire insurance shall be used by the Lessee to replace all or so much of said outbuildings, fixtures or other personal property as may be economically reasonable and feasible.

IN WITNESS WHEREOF, the parties hereto have executed these presents, in duplicate, the day and year first above written.

Signed, sealed and delivered
in the presence of:

STATE BUDGET AND CONTROL BOARD
OF SOUTH CAROLINA,
LESSOR

_____

By_____

_____

CHEM-NUCLEAR SYSTEMS, INC.,
LESSEE

_____

By_____

_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF)

PERSONALLY appeared before me _____ who, in oath, says that __he saw the within-named State Budget and Control Board of South Carolina by _____ its _____ sign the within Lease Agreement, and the said Corporation by said officer, seal said Lease Agreement, and, as its act and deed, deliver the same, and that __he with _____ witnessed the execution thereof.

_____

Sworn to before me this ____
day of _____, 1976.

_____(SEAL)
Notary Public for South Carolina

My Commission Expires:_____.

STATE OF)
)
COUNTY OF)

PERSONALLY appeared before me _____

who, in oath, says that __he saw the within-named Chem-Nuclear Systems, Inc., by _____ its _____ sign the within Lease Agreement, and the said Corporation, by said Officer, seal said Agreement, and, as its act and deed, deliver the same, and that __he with _____ witnessed the execution thereof.

_____

Sworn to before me this _____

day of _____, 1976.

_____(SEAL)
Notary Public for _____

My Commission Expires:_____.

BROWN, JEFFERIES & BOULWARE
ATTORNEYS AND COUNSELLORS AT LAW
BANKERS TRUST BUILDING
BARNWELL, SOUTH CAROLINA 29812

EDGAR A. BROWN (1888-1975)
R. M. JEFFERIES, JR.
THOMAS M. BOULWARE
H. EDWARD SMITH
G. LARRY INABINET

HERMAN I. MAZURSKY
(1902-1970)

TELEPHONE: 803/259-3532
POST OFFICE BOX 248

April 28, 1976

Mr. William T. Putnam
State Auditor's Office
Wade Hampton Office Building
Columbia, South Carolina

Re: Lease - State Budget and Control Board - Chem-Nuclear Systems, Inc. 29201

Dear Bill:

Apparently the Lease Agreement signed by the State Budget and Control Board and mailed to this office has been misplaced, and I am enclosing at this time another original Lease Agreement for execution by the State Budget and Control Board.

I would appreciate your dating it prior to April 21 and as of the date it was passed on by the Budget and Control Board and returning same to me in the self-addressed enclosed envelope so that I can have it executed by Chem-Nuclear Systems and recorded along with the deed which I now have.

With best regards, I am

Sincerely yours,

Tom

THOMAS M. BOULWARE

TMB/pg

Enclosure

cc: Mr. Heyward Shealy
Mr. Bruce Johnson
Mr. John West

EXHIBIT I
APRIL 6, 1976

Form No. 116—Title to Real Estate by a Corporation
Revised 1939

The State of South Carolina,
COUNTY OF BARNWELL

KNOW ALL MEN BY THESE PRESENTS, That

Chem-Nuclear Systems, Inc.

in the State aforesaid, for and *in consideration of the sum of*

Five ($5.00) Dollars and other valuable consideration *Dollars*

to it in hand paid at and before the sealing of these presents, by State of South Carolina Budget and Control Board

in the State aforesaid, (the receipt whereof is hereby acknowledged)

has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, unto the said

STATE OF SOUTH CAROLINA BUDGET AND CONTROL BOARD

All that certain piece, parcel or tract of land situate, lying and being in Red Oak Township, County of Barnwell, State of South Carolina, containing 95.29 acres as shown on plat prepared by J. J. Foy, R.L.S., dated January 7, 1976, and made a part of this description by reference thereto, and, according to said plat, having the following metes and bounds, to-wit: Beginning at a point designated by SRO Monument 128 located in the Southwestern boundary line of said tract and running thence North 10 degrees 10 minutes West for a distance of 4132.43 feet to SRO Monument 123; thence North 65 degrees 43 minutes East for a distance of 1303.73 feet to an iron pipe; thence North 66 degrees 18 minutes East for a distance of 1508.67 feet to an iron pipe; thence North 58 degrees 22 minutes East for a distance of 82.42 feet to an iron pipe and South 05 degrees 35 minutes East for a distance of 99.87 feet to an iron pipe; thence South 38 degrees 08 minutes West for a distance of 1343.04 feet to an iron pipe; thence South 38 degrees 08 minutes West for a distance of 1173.9 feet to an iron pipe; thence South 02 degrees 24 minutes West for a distance of 344.45 feet to an iron pipe; thence South 02 degrees 24 minutes West for a distance of 2564.72 feet to an iron pipe; thence South 42 degrees 233minutes West for a distance of 363.06 feet to the point of beginning, being SRO Monument 128. The above described being comprised of two tracts, namely, 93.05 acres conveyed to Chem-Nuclear Systems by deed of Laura Moore, et al, recorded in Deed Book 13-R, at page 88, of the records of Barnwell County, along with a tract of 2.24 acres conveyed to Chem-Nuclear Systems by deed of Mae S. Hill, et al, recorded in Deed Book 13-R, at page 86, of the records of Barnwell County.
ALSO; (See attached description)

V-995

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

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said **State of South Carolina Budget and Control Board, its successors** ~~Heirs~~ *and Assigns forever.*

And the said **Chem-Nuclear Systems, Inc.** *does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said* **State of South Carolina Budget and Control Board, its successors** ~~Heirs~~ *and Assigns, against itself and its successors and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.*

IN WITNESS WHEREOF **Chem-Nuclear Systems, Inc.** *has caused*
(Insert name of Corporation)

these presents to be executed in its name by _____ *its* _____
(Insert name of President or Vice-President)

President, and by _____ *its* _____
(Insert name of Secretary or Treasurer)

and its corporate seal to be hereto affixed this *day of*

in the year of our Lord, one thousand nine hundred and **seventy-six** *, and in the* ~~XXX~~

~~XXXXXXXXXX~~ **two hundredth** *year of the Sovereignty and Independence of the United States of America.*

Signed, Sealed and Delivered in Presence of

CHEM-NUCLEAR SYSTEMS, INC. *(Seal)*

By .....

Witness *President.*

Witness *Secretary or Treasurer.*

The State of South Carolina,

COUNTY OF

PERSONALLY appeared before me

(Insert name of Witness)

who, in oath, says that he saw the within-named **Chem-Nuclear Systems, Inc.**

(Insert name of Corporation)

by *(Insert name of President or Vice-President)* *its*

President and *its* *(Insert name of Secretary or Treasurer)*

sign the within Deed, and the said Corporation, by said officers, seal said Deed, and, as its act and deed, deliver the same, and that he with *(Insert name of other Witness)* *witnesssed the execution thereof.*

.....

(Witness)

SWORN to before me, this *day of* *, A. D. 19*

.....*(Seal)*

Notary Public, S. C.

The State of South Carolina

TO

TITLE TO REAL ESTATE

Filed this *day of*

, A. D. 19 ,

at *o'clock,* *M.*

and recorded Vol. *Page*

Fee, $

Register Mesne Conveyance.

County, S. C.

Recorded this *day of*

, 19 ,

in *Page*

Fee, $

Auditor *County.*

The R. L. Bryan Company, Columbia, S. C.

All that certain piece, parcel or tract of land situate, lying and being in Red Oak Township, Barnwell County, State of South Carolina, containing 139.86 acres, more or less, as shown on plat prepared by J. J. Foy, dated January 7, 1976, this plat being made a part of said description by reference thereto, and, according to said plat, having the following metes and bounds, to-wit: Beginning at a point designated on said plat as SRO Monument No. 129 located on the North side of South Carolina Road S-6-53 and running thence North 38 degrees 15 minutes East for a distance of 669.5 feet to a point; thence North 38 degrees 15 minutes East for a distance of 20.5 feet to SRO Monument No. 128; thence North 42 degrees 23 minutes East for a distance of 363.06 feet to an iron pipe; thence North 02 degrees 24 minutes East for a distance of 2564.72 feet to an iron pipe; thence South 88 degrees 06 minutes East for a distance of 1811.86 feet to an iron pipe; thence South 04 degrees 09 minutes East for a distance of 2443.68 feet to a point; thence North 86 degrees 23 minutes West for a distance of 168.6 feet to an iron pipe; thence South 27 degrees 29 minutes West for a distance of 1063.01 feet to an iron pipe; thence North 84 degrees 49 minutes West for a distance of 308.67 feet to an iron pipe; thence North 7 degrees 22 minutes East for a distance of 159.94 feet to an iron pipe; thence North 76 degrees 05 minutes West for a distance of 223.58 feet to an iron pipe; thence North 84 degrees 08 minutes West for a distance of 614.75 feet to a point; thence North 64 degrees 06 minutes West for a distance of 570.31 feet to a point; thence South 39 degrees 39 minutes West for a distance of 283.45 feet to a point; thence South 27 degrees 22 minutes West for a distance of 363.95 feet to a point; thence North 70 degrees 46 minutes West for a distance of 98.66 feet to a point; thence North 68 degrees 47 minutes West for a distance of 41.62 feet to the point of beginning, being SRO Monument No. 129.

The above description is LESS AND EXCEPT the following 27.0868 acres comprised of two tracts containing 18.4780 acres and 8.6088 acres which have previously been conveyed by Chem-Nuclear Systems to the State Budget and Control Board, to-wit: All that certain piece, parcel or tract of land containing 27.0868 acres as shown on a plat made by J. J. Foy, Registered Land Surveyor, dated September 26, 1973, and recorded in Plat Book "S", at page 43, of the records of Barnwell County, said plat being made a part of this description by reference thereto, and, according to said plat, having the following metes and bounds, to-wit: Beginning at a point located North 15 degrees 3 minutes 47 seconds East and 1065.416 feet Northeast of SRO Monument No. 128, being the point of origin as shown on said plat, and running thence North 2 degrees 26 minutes East for a distance of 786.03 feet to a point; thence South 70 degrees 13 minutes East for a distance of 1343.31 feet to a point; thence South 42 degrees 57 minutes West for a distance of 770 feet to a point; thence North 70 degrees 13 minutes West for a distance of 200 feet to a point; thence South 19 degrees 47 minutes West for a distance of 650 feet; thence North 70 degrees 13 minutes West for a distance of 500 feet; thence North 19 degrees 47 minutes East for a distance of 650 feet; thence North 70 degrees 13 minutes West for a distance of 235.7 feet to the point of beginning. The above described property previously conveyed to the State Budget and Control Board is comprised of a tract of 18.478 acres as shown on plat recorded in Plat Book "S", at page 43, conveyed to the State Budget and Control Board by deed of Chem-Nuclear Systems, Inc., recorded in Deed Book 14-H, at page 421, of the records of Barnwell County, and is a portion of the property conveyed to Chem-Nuclear Systems by deed of W. W. Moore recorded in Deed Book 13-T, at page 99. The remaining 8.6088 acres is the Northern portion of a 17.2176-acre tract of land conveyed to the State Budget and Control Board by deed of Chem-Nuclear Systems recorded in Deed Book 13-T, at page 109, of the records of Barnwell County.

The Southern portion of said 17.2176 acres having been reconveyed to Chem-Nuclear Systems by deed of the State Budget and Control Board, and is shown on a plat recorded in Plat Book "S", at page 42, of the records of Barnwell County, said deed being recorded in Deed Book 14 H at Page 425, of the records of Barnwell County.

EXHIBIT II
APRIL 6, 1976

STATE BUDGET AND CONTROL BOARD
DIVISION OF GENERAL SERVICES
AGENDA

April 6, 1976

I. Printing Equipment--University of South Carolina

The University of South Carolina has requested permission to purchase a factory rebuilt offset printing press at an approximate cost of $7,300 and a new sorter for approximately $6,000. This equipment is needed to replace a press which is twelve years old,and used parts are having to be obtained to keep it running.

Based on a bid from a commercial printing company, it is estimated that the University will be able to save approximately $3,000 on one job by printing materials in their own shop.

It is recommended that the Board authorize purchase of this equipment.

EXHIBIT III
APRIL 6, 1976

STATE DEVELOPMENT BOARD

POST OFFICE BOX 927
COLUMBIA, SOUTH CAROLINA 29202

XXXXXXXXXXXX
DIRECTOR

March 24, 1976

TELEPHONE
(803) 758-3145

The Honorable P. C. Smith
State Auditor
Post Office Box 11333
Columbia, South Carolina 29211

Dear Pat:

In view of the confidential nature of certain aspects of the State Development Board's work with industrial prospects, the Development Board hereby requests that the Budget and Control Board grant special permission for the State Development Board to operate six of the cars in our fleet without displaying the State Seal and agency name as specified in Chapter 8 of the Motor Vehicle Management Manual. These are the more prestigious automobiles reserved for use with industrial prospects and are not used for routine staff travel.

In order to operate successfully, it is imperative that the Development Board maintain confidentiality regarding industrial prospects to the extent required by that specific prospect. There are many reasons why it is desirable to hold such information in confidence, the most obvious of which is the effect on land prices and related items should it become public knowledge that a large corporation is considering locating in a given community. In addition, confidentiality protects the company from unwanted solicitations by real estate salesmen, contractors, bankers, and others until such time as they are prepared to discuss details with the appropriate people. At times there are reasons of company policy which require that such information be held confidential within the company where only a few people in top management are aware of such negotiations. Also, untimely release of a proposed expansion could be used to a prospect's disadvantage by a competitor.

The request is in no way an attempt to avoid cooperating in every way with both the intent and spirit of the regulations issued by the Division of Motor Vehicle Management. All Development Board vehicles carry SG tags and are operated under stringent agency controls to insure proper usage. However, we cannot fulfill our obligation to maintain confidentiality regarding a project if we transport the prospect in a vehicle clearly identified as the property of the South Carolina State Development Board. Furthermore, should we fail in keeping such confidentiality, we would lose the opportunity to work the prospect which would mean that we could not carry out our charged duties and responsibilities.

We would appreciate consideration by the Budget and Control Board of this request and would be happy to provide additional details upon request.

Sincerely,

F. Earl Ellis

FEE:ctb

South Carolina Department of Mental Health

P.O. Box 485 / 2414 Bull Street / Columbia, South Carolina 29202 / (803) 758-8090

William S. Hall, M.D.
State Commissioner of Mental Health

March 23, 1976

Mr. P.C. Smith
Secretary
Budget and Control Board
Post Office Box 11333
Columbia, South Carolina 29211

Dear Mr. Smith:

This letter is in reference to the recently published rules and regulations distributed by the Division of Motor Vehicles and specifically concerns the requirement that all state-owned and operated vehicles be distinctly marked with suitable decals.

The requirement for placing decals on state vehicles was first offered in H-2114 and which is now in the Senate Finance Committee. Despite objections by the S.C. Department of Mental Health and other agencies, the Bill passed the House and we are now on record as opposing the Bill as it comes before the Senate and we have asked for a hearing on the matter.

Recently, in an exchange of letters with Mr. Allan J. Spence, Director of the Division of Motor Vehicle Management, we again specifically stated our objections to the requirements of this Bill and pointed out that it was contrary to the intent and letter of the law--generally in Section 32-1022 and specifically in Section 32-958.

We are in much the same position as the South Carolina Highway Department which has an evident and indisputable need for unmarked cars. Such distinctly marked cars in many cases would definitely interfere with the effectiveness of their assigned responsibility.

In the case of the Department of Mental Health, the transport of patients in vehicles so vividly marked "SCDMH" would be in conflict with the existing laws (stated above) and also it would not serve the best interest of the patients.

Our cars do carry "SG" license plates and in my opinion this is ample and sufficient identification of vehicles as state-owned and operated. We have no difficulty in

the control of the use of such vehicles nor do we have difficulty in determining the party or parties responsible when such vehicles are mis-used.

For your information, I have attached a copy of the exchange of letters with Mr. Spence and also a copy of our letter to Senator Rembert C. Dennis, Chairman of the Senate Finance Committee requesting a hearing on this matter.

We have been informed by Mr. Spence that by action of the Budget and Control Board, the Department of Mental Health can be exempted from this regulation. I respectfully request that this matter be brought to the attention of the Budget and Control Board so that such an exemption can be obtained.

Thank you for your immediate attention to this request.

With kind regards,

Sincerely,

William S. Hall, M.D.
State Commissioner of Mental Health

WSH/jdn
Attachments
cc: Mr. Allan J. Spence

EXHIBIT II
APRIL 6, 1976

Draft for Discussion Only

STATE GUIDELINES ON HEALTH MAINTENANCE ORGANIZATIONS

I. STATEMENT OF POLICY

It is the policy of the State Budget and Control Board to allow State and Public School District employees to enroll in fully-qualified H. M. O.'s in accordance with the provisions of State and Federal law and to pay to the H. M. O. an amount equal to that paid by the State for the employee's basic health insurance coverage.

II. ELIGIBILITY OF A HEALTH MAINTENANCE ORGANIZATION

Any operating Health Maintenance Organization that has been duly reviewed and holds a current license from the State of South Carolina or that has been officially designated a fully-qualified H. M. O. by the Federal government shall be eligible to receive that portion of the State's insurance contribution that is paid for basic health insurance only.

III. ADMINISTRATION

A. The State Personnel Division of the Budget and Control Board shall administer and issue the policy, guidelines, rules, or regulations established by the Budget and Control Board regarding State and Public School District employees' enrollment in a H. M. O. The State Personnel Division shall issue all reports and forms necessary for the proper accounting of State contributions for employees enrolled in eligible H. M. O.'s.

B. State agencies and Public School Districts shall be responsible for reporting all employee requests for enrollment in a H. M. O. to the H. M. O., which shall provide evidence of enrollment to the State Personnel Division. Further, the State agencies and Public School Districts shall be solely reponsible for any payroll deductions allowed for employee H. M. O. contributions.

C. The H. M. O. shall be responsible for billing the State Personnel Division in the manner specified by the Division for those employees who elect to join the H. M. O. The State Personnel Division shall verify, as deemed necessary, the membership of employees in the H. M. O.

D. The State Personnel Division shall remit the State contribution to the

H. M. O. on a monthly basis for those employees who are eligible to participate in the State insurance program and who have been enrolled properly into the eligible H. M. O.

E. Employees who have enrolled in an eligible H. M. O. will continue to be enrolled in the basic State Life, AD&D, and LTD insurance program.

Please Get on the Agenda BCB

EXHIBIT I
APRIL 6, 1976

INTER-OFFICE MEMORANDUM
Office of the Governor
Division of Administration

TO: Governor James B. Edwards, Chairman - Budget and Control Board

FROM: David S. Harter, Director - Energy Management Office

DATE: March 22, 1976

SUBJECT: State Building Efficiency Standards

The Energy Policy and Conservation Act (PL 94-163) which was signed by President Ford in December 1975, mandates certain thermal and lighting efficiency standards for all new and renovated public buildings if we are to participate in reaching the goal of five percent reduction in projected energy use, nation wide by 1980.

As a result of the emphasis placed on energy efficient building designs as an economically sound way to achieve substantial energy and thus cost savings, the American Society of Heating, Refrigeration and Airconditioning Engineers (ASHRAE) developed their 90-75 standards. These standards have been adopted by the Board for Coordination of Model Codes of the Council of American Building Officials for presentation to their Council meeting March 23, 1976. Mr. James E. Altman of Columbia, Chairman of the South Carolina Building Code Council, is a member of this committee. He is of the opinion that these standards will be adopted "in toto" at the upcoming meeting and then will become an addendum to the existing Southern Building Code. This is the code being used by the State's Chief Engineer in approving building designs. This process would not bring about any mandatory design changes until the early months of 1977.

An Arthur D. Little study for FEA indicates incorporation of design changes outlined in ASHRAE 90-75 could result in energy savings of 59.7 percent in office buildings and 48.1 percent in school buildings. The same study also indicates that construction costs would be decreased because of lower requirements in mechanical equipment costs. Design costs would increase, but could be recovered by energy consumption savings in two or three months.

Chief Engineer John McPherson advises that the State has thirty-nine projects in the design stage with a total estimated cost of $50.5 million. Most probably, none of these projects incorporates the 90-75 standards.

I recommend that the Budget and Control Board instruct the Chief Engineer to adopt the standards of design proposed by the BCMC of the Council of American Building Code Officials effective at once. He should further be empowered to authorize redesign of any of the thirty-nine projects that would be practicable from an economic and timing standpoint.

DSH/daa

MCII

EXHIBIT VI
APRIL 6, 1976

Green Accounting Dept. Copy
Yellow Department Approved Copy
Pink Department File Copy

UNIVERSITY OF SOUTH CAROLINA
TRAVEL AUTHORIZATION FORM

№ 01294

TA [redacted]

Date March 23, 1976
Mo. Day Yr.

SECTION I

Requested by James A. Andrew Dept. Geology
Name of Traveler (if more than one person, see reverse side of pink copy for instructions) Name

For the purpose of Working as on-site Administrator for the Tunisian gravity project. Mr. Andrew is anxious to begin work before the weather becomes too hot.

Duration of trip: From March 30, 1976 To: 10 to 12 months
Mo. Day Yr. Mo. Day Yr.

Destination of Trip Madison Conn. to Tunis, Tunisia

Does this authorization supersede a previously approved trip? No If so, give TA. No.

SECTION II
Method of Travel

Common Carrier
Bus . . . . . [ ]
Plane . . . . . [X]
Railroad . . . . . [ ]

Other
Personal Vehicle . . . . . [ ]
University Vehicle . . . . . [ ]
Other - Explain Taxi

State of South Carolina regulations provide "that in traveling on business of the University, Faculty, and Staff are required to use the most economical mode of transportation". Please refer to the policies and procedures manual for the maximum travel expenses allowed.

Approval Subject To The Following
Full Reimbursement . . . . . [ ]
Transportation . . . . . [ ]
Subsistence only . . . . . [ ]
Other or % _____

SECTION III
Estimated Cost

		AMOUNT
Transportation (Do not include USC Vehicle)	Air	829.68
Rate No. PHL-0322DI-01		
Subsistence		
*Other Expenses		25.00
Estimated Total Cost		854.68

*Explain Taxi fares to and from airports.

SECTION IV
Account(s) to be charged (See reverse side of pink copy for instructions)

Dept.	Fund	Class	Analytical	Amount
13040	F-147	52024		854.68

SECTION V
Approved

Dept. Head — Date March 23, 1976

Dean, V. P. or Provost — Date March 23, 1976

If trip plans are altered after submission of this form, the Treasurer's Office must be notified.

The Travel Expense Voucher for reimbursement should be submitted within seven (7) days after return to campus.

The University reserves the right not to reimburse expenditures without receipts. Be sure to obtain receipts whenever practical.

TREASURER'S OFFICE USE ONLY

	Amount	P or C	Date Paid
Common Carrier $		[ ]	378
Lodging, Meals or Other		[ ]	
Total $			

EXHIBIT VII
APRIL 6, 1976

CLEMSON UNIVERSITY

CLEMSON, SOUTH CAROLINA 29631

DEAN OF THE UNIVERSITY

March 31, 1976

Mr. P. C. Smith, State Auditor
State of South Carolina
P. O. Box 11333
Columbia, South Carolina 29211

Dear Mr. Smith:

Dr. B. Merle Shepard, Assistant Professor of Entomology and Economic Zoology, has requested permission to travel to Sao Paulo, Londrina-Parana, Port Alegre, Guaiba, and Cruz Alta, Brazil, April 27 - May 15, 1976. Dr. Shepard plans to help harvest and bring to South Carolina the insect resistant soybeans planted in Brazil last November by Dr. Samuel G. Turnipseed, Professor of Entomology and Economic Zoology at our Edisto Experiment Station in Blackville.

The cost of this trip in the amount of approximately $1,500 will be covered by a grant from the NSF-IBP Soybean Insect Research Program - no state monies are involved.

This is the third year we have been involved in this program which means so much in our research efforts at the Edisto Station in endeavoring to improve our soybean varieties for our growers in South Carolina.

We respectfully request approval of this request by the State Budget and Control Board.

Sincerely yours,

Robert C. Edwards
President

RCE:lm

cc: Dean Victor Hurst
Dean L. P. Anderson
Dr. W. C. Godley
Dr. D. F. Cohoon
Dr. S. B. Hays

EXHIBIT VIII
APRIL 6, 1976

J. A. McALLISTER, CHAIRMAN
MT. CARMEL, SOUTH CAROLINA

W. E. CLARK, V. CHAIRMAN
SANTEE, SOUTH CAROLINA

S. M. BEATY
ABBEVILLE, SOUTH CAROLINA

WILLIAM N. GEIGER, JR.
COLUMBIA, SOUTH CAROLINA

STATE OF SOUTH CAROLINA

J. L. BURCH
McCORMICK, SOUTH CAROLINA

JULIUS H. BAGGETT, GENERAL COUNSEL
McCORMICK, SOUTH CAROLINA

GEORGE N. DORN, EXECUTIVE DIRECTOR
P. O. BOX 716
McCORMICK, SOUTH CAROLINA
TELEPHONE ~~465-2651~~

CLARK HILL AUTHORITY

March 26, 1976

South Carolina State Auditor's Office
Room 205, Wade Hampton Office Building
Post Office Box 11333
Columbia, South Carolina 29211

Reference: Selection of firm for the Little River Master Plan Preliminary Water/Sewer Study.

Attention: Mr. William T. Putnam

Dear Mr. Putnam:

This is to advise the Budget and Control Board that Clark Hill Authority recently selected the firm of Davis and Floyd Engineers, Inc., Greenwood, South Carolina for the purpose of completing the above referenced study.

This selection was made in complete accordance with state regulations concerning such matters. As outlined by such regulations, the following relative documentations are enclosed:

Appendix A -- A listing of names and locations of those firms from which resumes were received relative to this matter.

Appendix B -- An affidavit showing proof of advertisement as specified by law.

Appendix C -- A statement of other architect and engineer consultant work of the past two fiscal years.

Appendix D -- Copy of the tentative contract with said firm. Please note that the contract has been reviewed and approved by the general counsel and the contract not only is contingent on the Budget and Control Board approval, but is also contingent on final approval of the environmental impact statement, which is now is Washington, D. C.

Please let me specify that if this contractual arrangement is approved and entered into that it is strictly for the service of part A -- Preliminary Planning on page 2 for the maximum compensation of $15,000.00. We do have

money for the study budgeted, and for the purpose of planning will be prepared to take advantage of impact and other public works grants when the Little River Master Plan is put into affect in the coming fiscal year. Further, it is completely understood, by both our agency and the selected firm, that the execution of this study and completion of the preliminary planning in no way guarantees further planning and completion of any project. In the event a project is completed, the same selection procedure would again apply, and approval of the selected firm by the Budget and Control Board is in no way constituting any future obligation on behalf of the board.

The other two firms selected, in order, were: Harwood Beebe and Russell and Axxon. In the event that Davis and Floyd Engineers, Inc. is not approved, the two above firms would be the ones to negotiate with.

We trust that the information as submitted is staisfactory, but if not, please call. We respectfully request this matter come before the next regular Budget and Control Board meeting.

Thank you.

Yours truly,

George N. Dorn, Jr.
Executive Director

GND/kh

enclosures

STATE OF SOUTH CAROLINA

CLARK HILL AUTHORITY

Engineering Firms Submitting Resumes
Little River Master Plan Water and Sewer Study

1.	LBC & W/Harwood Beebe	Spartanburg-Columbia
2.	Wilbur Smith and Associates	Columbia
3.	Stetson Architects & Engineers	Greenville
4.	Palmetto Engineers	Columbia
5.	Russell and Axon	Anderson
6.	R. M. Gaddy	Columbia
7.	Davis and Floyd	Greenwood
8.	Hearst Coleman and Assoc.	Greenwood
9.	W. E. Gilbert and Assoc.	Greenwood
10.	B. P. Barber and Assoc.	Columbia
11.	Heaner Engineering Co.	Greenwood

Appendix A

EXHIBIT IX
APRIL 6, 1976

PATRIOTS POINT

State of South Carolina
Patriots Point Development Authority

Post Office Box 634
Charleston, South Carolina 29402
803/722-2203

March 25, 1976

Honorable P. C. Smith, Secretary
State Budget and Control Board
Wade Hampton Office Building
Columbia, South Carolina 29201

Dear Mr. Smith:

At its monthly meeting on March 20, 1976, Patriots Point Development Authority adopted a resolution requesting the State Budget and Control Board to approve an extended schedule for repayment to the State of the $3 million advanced to the Authority for preparation and permanent berthing of the USS Yorktown at Patriots Point.

Act 1307 of 1974 authorized the issuance of $3 million in general obligation bonds for this purpose but, because of the development of unfavorable conditions in the bond market, the decision was made by the Budget and Control Board to advance this amount from the general fund. If bonds had been sold by the Authority as provided in the Act, the amortization schedule would have been on a twenty or twenty-five-year basis with interest at the current market rate for general obligation bonds. Accordingly, the Authority respectfully urges that the Budget and Control Board approve a similar repayment schedule and interest rate for the funds which have been advanced.

When the Authority was organized under Act 116 of 1973, and when the bonds were authorized in 1974, the general economy was in much better condition than at present; and the proposed repayment schedule prepared by LBC&W, Architects-Engineers-Planners, indicated that a ten-year repayment was feasible. However, since that time, there has been a drastic reduction in grants from foundations and gifts from individuals which ordinarily provide large support for projects of this sort, and which were included in the LBC&W projections.

Since the Yorktown was opened to the public on January 3, 1976, attendance figures as of 24 March were 41,608 and income from ticket sales amounted to $64,420. We are most optimistic for the success of the entire project and we believe the attendance will increase as the summer vacation and tourist season commences.However, with reduced state appropriations and failure of expected grants and gifts to materialize, it has become obvious that the Authority must use a considerable part of its income for operating expenses, and the amount applied to repayment of the debt should be proportionately reduced.

Accordingly, it is requested that the Budget and Control Board authorize a twenty-five-year repayment schedule of the Authority's $3 million debt to the State, commencing in the fiscal year 1977, and providing that interest only be paid annually for the first five years.

The Board's approval of this request will enable the Authority to set aside each month the sum necessary to pay each annual installment, and release to the Authority for operating expenses the balance of its income. Of course, this income is now and will be deposited with the State Treasurer as required by law.

Sincerely,

Charles F. Hyatt
Chairman

CFH/bj
cc: Board members
Authority members

EXHIBIT X
APRIL 6, 1976

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, William T. Putnam, do hereby certify that I am the duly qualified and acting Assistant Auditor of the State of South Carolina and Assistant Secretary to the State Budget and Control Board, and that there are no official bylaws, rules or regulations pertaining to the meetings of the State Budget and Control Board, but that notice of the meeting held on April 6, 1976, was duly and timely given in accordance with customary procedure. The date, place and time of the April 6th meeting was determined at the previous meeting of the State Budget and Control Board at which all members were present. I further certify, according to the records of said Board in my official possession, as follows:

1. That attached hereto is a true and correct copy of excerpts from the minutes of a meeting of the State Budget and Control Board held on April 6, 1976, and of a resolution adopted at said meeting, as said minutes and resolution are officially of record in my possession.

2. That the names of the members of the State Budget and Control Board, in office on the date of adoption of the foregoing resolution and on the date hereof, are as follows:

NAME	OFFICE
James B. Edwards	Governor of the State of South Carolina and Chairman of the Board
Grady L. Patterson, Jr.	State Treasurer and Member of the Board
John Henry Mills	Comptroller General of South Carolina and Member of the Board
Rembert C. Dennis	Chairman of the Senate Finance Committee and Member of the Board
F. Julian LeaMond	Chairman of the House Ways and Means Committee and Member of the Board

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this 13 day of April, 1976.

William T. Putnam
Assistant Secretary

Columbia, South Carolina

April __, 1976

The State Budget and Control Board of South Carolina (the "Board") convened in public session at the regular meeting place of the Board at the Office of the Governor, in the Capitol Building, in the City of Columbia, South Carolina, at 2:30 P.M. on April 6, 1976, with the following members present:

James B. Edwards	Governor of the State of South Carolina and Chairman of the Board
Grady L. Patterson, Jr.	State Treasurer
John Henry Mills	Comptroller General
F. Julian LeaMond	Chairman, House Ways and Means Committee

ABSENT:

Rembert C. Dennis	Chairman, Senate Finance Committee

There was also present William T. Putnam, Assistant State Auditor and Assistant Secretary to the Board.

After the meeting had been duly called to order by the Chairman and the roll called with the above result, and after the minutes of the preceding meeting had been read and approved, the Chairman announced that one purpose of the meeting was to consider the adoption of a resolution approving the rates of interest on certain obligations of South Carolina Public Service Authority.

Thereupon the following resolution was introduced in written form by Mr. Patterson, was read in full, and after due discussion, pursuant to motion made by Mr. Patterson, and seconded by Mr. LeaMond, was unanimously adopted by the affirmative vote of all present.

"A RESOLUTION TO APPROVE THE RATE OF INTEREST ON CERTAIN OBLIGATIONS OF SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

BE IT RESOLVED BY THE STATE BUDGET AND CONTROL BOARD AS FOLLOWS:

SECTION 1. The State Budget and Control Board hereby finds and determines:

(a) Act 902, Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1970, provides, among other things, that the rate of interest paid by discount or otherwise upon the obligations of any agency or political subdivision of the State may equal, but may not exceed seven per cent per annum except that any such obligation may have a greater rate of interest when such rate is approved by the State Budget and Control Board after such investigation and hearing as the Board may deem necessary.

(b) South Carolina Public Service Authority proposes to sell for a price of $980.77 for each thousand dollars principal amount of bonds, $100,000,000 principal amount of South Carolina Public Service Authority Electric System Expansion Revenue Bonds, 1976 Series, to be dated April 1, 1976, to bear interest at the rates per annum, payable July 1, 1976 and semi-annually thereafter on January 1 and July 1, and to mature on July 1 in the years and amounts as follows:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
1981	$ 570,000	6.00%	1991	$ 1,105,000	6.15%
1982	615,000	6.00%	1992	1,185,000	6.30%
1983	650,000	6.00%	1993	1,275,000	6.40%
1984	695,000	5.80%	1994	1,370,000	6.50%
1985	735,000	5.35%	1995	1,465,000	6.60%
1986	795,000	5.50%	1996	1,580,000	6.70%
1987	845,000	5.65%	1997	1,695,000	6.75%
1988	905,000	5.80%	1998	1,825,000	6.75%
1989	970,000	5.90%	2006	20,750,000	6-7/8%
1990	1,030,000	6.00%	2016	59,940,000	7.00%

The proceedings authorizing the issuance of said bonds provide that said bonds maturing on July 1, 2006 and 2016 shall be retired by sinking fund installments which shall be sufficient to redeem by July 1 of each year the principal amount of such Bonds specified for each of the years shown in the table below:

Year	Principal Amount Bonds Due 2006	Year	Principal Amount Bonds Due 2016
1999	$1,965,000	2007	$ 3,590,000
2000	2,110,000	2008	3,870,000
2001	2,285,000	2009	4,175,000
2002	2,455,000	2010	4,500,000
2003	2,655,000	2011	4,855,000
2004	2,865,000	2012	5,230,000
2005	3,085,000	2013	5,640,000
2006	3,330,000	2014	6,080,000
		2015	10,000,000
		2016	12,000,000

(c) The State Budget and Control Board has interviewed various investment bankers, state officials and officials and members of South Carolina Public Service Authority and has conducted such further investigation and hearing as it deems necessary to approve such interest rates.

(d) Such rates are consistent with current conditions of the municipal bond market.

(e) It is necessary for South Carolina Public Service Authority to sell the $100,000,000 principal amount of South Carolina Public Service Authority Electric System Expansion Revenue Bonds, 1976 Series, at this time; and

(f) It is necessary and advisable for the State Budget and Control Board to approve the rates of interest to be paid on the $100,000,000 principal amount of South Carolina Public Service Authority Electric System Expansion Revenue Bonds, 1976 Series.

SECTION 2. The State Budget and Control Board approves the rates of interest the aforesaid South Carolina Public Service Authority Electric System Revenue Bonds will bear if sold for the purchase price specified above and bearing interest at the aforesaid interest rates; notwithstanding that such interest rates may exceed seven (7%) per annum.

SECTION 3. This resolution shall take effect upon approval.

Dated this 6th day of April, 1976."

Other business not pertinent to the above appears in the minutes of the Meeting.

Pursuant to motion duly made and carried, the meeting was adjourned.

William T. Putnam
Assistant Secretary,
State Budget and Control
Board

389

A RESOLUTION TO APPROVE THE RATE OF
INTEREST ON CERTAIN OBLIGATIONS OF
SOUTH CAROLINA PUBLIC SERVICE AUTHORITY

BE IT RESOLVED BY THE STATE BUDGET AND CONTROL BOARD AS FOLLOWS:

SECTION 1. The State Budget and Control Board hereby finds and determines:

(a) Act 902, Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1970, provides, among other things, that the rate of interest paid by discount or otherwise upon the obligations of any agency or political subdivision of the State may equal, but may not exceed seven per cent per annum except that any such obligation may have a greater rate of interest when such rate is approved by the State Budget and Control Board after such investigation and hearing as the Board may deem necessary.

(b) South Carolina Public Service Authority proposes to sell for a price of $980.77 for each thousand dollars principal amount of bonds, $100,000,000 principal amount of South Carolina Public Service Authority Electric System Expansion Revenue Bonds, 1976 Series, to be dated April 1, 1976, to bear interest at the rates per annum, payable July 1, 1976 and semi-annually thereafter on January 1 and July 1, and to mature on July 1 in the years and amounts as follows:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
1981	$ 570,000	6.00%	1991	$ 1,105,000	6.15%
1982	615,000	6.00%	1992	1,185,000	6.30%
1983	650,000	6.00%	1993	1,275,000	6.40%
1984	695,000	5.80%	1994	1,370,000	6.50%
1985	735,000	5.30%	1995	1,465,000	6.60%
1986	795,000	5.50%	1996	1,580,000	6.70%
1987	845,000	5.65%	1997	1,695,000	6.75%
1988	905,000	5.80%	1998	1,825,000	6.75%
1989	970,000	5.90%	2006	20,750,000	6-7/8%
1990	1,030,000	6.00%	2016	59,940,000	7.00%

The proceedings authorizing the issuance of said bonds provide that said bonds maturing on July 1, 2006 and 2016 shall be retired by sinking fund installments which shall be sufficient to redeem by July 1 of each year the principal amount of such Bonds specified for each of the years shown in the table below:

Year	Principal Amount Bonds Due 2006	Year	Principal Amount Bonds Due 2016
1999	$1,965,000	2007	$ 3,590,000
2000	2,110,000	2008	3,870,000
2001	2,285,000	2009	4,175,000
2002	2,455,000	2010	4,500,000
2003	2,655,000	2011	4,855,000
2004	2,865,000	2012	5,230,000
2005	3,085,000	2013	5,640,000
2006	3,330,000	2014	6,080,000
		2015	10,000,000
		2016	12,000,000

(c) The State Budget and Control Board has interviewed various investment bankers, state officials and officials and members of South Carolina Public Service Authority and has conducted such further investigation and hearing as it deems necessary to approve such interest rates.

(d) Such rates are consistent with current conditions of the municipal bond market.

(e) It is necessary for South Carolina Public Service Authority to sell the $100,000,000 principal amount of South Carolina Public Service Authority Electric System Expansion Revenue Bonds, 1976 Series, at this time; and

(f) It is necessary and advisable for the State Budget and Control Board to approve the rates of interest to be paid on the $100,000,000 principal amount of South Carolina Public Service Authority Electric System Expansion Revenue Bonds, 1976 Series.

SECTION 2. The State Budget and Control Board approves the rates of interest the aforesaid South Carolina Public Service Authority Electric System Revenue Bonds will bear if sold for the purchase price specified above and bearing interest at the aforesaid interest rates; notwithstanding that such interest rates may exceed seven (7%) per annum.

SECTION 3. This resolution shall take effect upon approval.

Dated this ____ day of April, 1976.

EXHIBIT XI
APRIL 6, 1976

OFFICE OF THE VICE PRESIDENT & TREASURER
(803) 792-4291

Medical University of South Carolina
80 BARRE STREET / CHARLESTON, SOUTH CAROLINA 29401

March 22, 1976

Mr. William T. Putnam
Post Office Box 11333
Columbia, South Carolina 29211

Dear Mr. Putnam:

Please find enclosed a request from the Self Memorial Hospital in Greenwood, South Carolina, for funds in the amount of $409,600 from the Statewide Family Practice Residency Appropriation for 1975-76 for the construction of a Family Practice Center on land owned by the Self Memorial Hospital.

Also attached is supporting data, including construction and equipment estimates, plans and schematics, and a brief narrative description of the project.

Your assistance in forwarding this request to the State Budget and Control Board for consideration and approval will be greatly appreciated.

Sincerely yours,

John E. Wise

John E. Wise
Vice President

JW/bh

Enclosures

cc: Dr. Vince Moseley
Dr. W. Marcus Newberry
Dr. Hiram B. Curry
Mr. Marion E. Woodbury

Assistant Academic Vice President
for Extramural Affairs
(803) 792-4241

Medical University of South Carolina
80 BARRE STREET / CHARLESTON, SOUTH CAROLINA 29401

March 18, 1976

Mr. John E. Wise
Vice President and Treasurer
Medical University of S. C.
80 Barre Street
Charleston, South Carolina 29401

Dear Mr. Wise:

Attached are documents supporting the Self Memorial Hospital request for Statewide Family Practice Residency System funds to construct a Family Practice Center. Included are:

1) Brief narrative describing the project;
2) Construction cost estimates;
3) Equipment cost estimates;
4) Plans and schematics;
5) Letter from Preston Nisbet, Administrator, Self Memorial Hospital;
6) Letter from Arthur Cleve Hutson, Jr., M.D., endorsing the project in the absence of Dr. Curry; and,
7) Letter from W. Marcus Newberry, M.D., Dean, College of Medicine, endorsing the project.

Funds are available in the '75-'76 Statewide Family Practice Residency System budget to accomplish the construction. The Self Memorial Hospital officials recognize that the funds must be under contractual obligation by June 30, 1976. Construction will take place on land presently owned by the Self Memorial Hospital. I have been assured that a Facility Use Agreement will be executed prior to completion of facility construction and that the facility will be used solely and exclusively for Family Practice Residency Training.

The project, as well as the plans and specification, have been reviewed by the S.A.C. Committee and have received full approval and endorsement. I recommend project approval by the Medical University of South Carolina Central Administration and forwarding this packet of information to the State Budget and Control Board as soon as possible. Much remains to be done - bids must be prepared and received and contracts let - and time is critically short.

If additional information is necessary, please advise.

Sincerely,

Vince Moseley, M.D.
Assistant Vice President for
Extramural Affairs

VM/bkg
Attachments

SELF MEMORIAL HOSPITAL

GREENWOOD • SOUTH CAROLINA 29646 • 803-227-4111

A. Preston Nisbet
Director

Kenneth R. Flinchum
Assoc. Director

Robert C. Wood
Asst. Director

March 17, 1976

Hiram B. Curry, M.D.
Professor and Chairman
Department of Family Practice
Medical University of S.C.
80 Barre Street
Charleston, South Carolina 29401

Dear Dr. Curry:

I am enclosing a structured request from the Self Memorial Hospital requesting Statewide Family Practice Residency System funds to construct and equip a Family Practice Center. We have committed ourselves to the establishment and development of a quality educational residency program in Family Practice. This request includes a brief program description, a construction cost estimate, and appropriate plans and schematics. Cost estimates have been prepared by the hospital architects. We are preparing competitive bid proposals.

We are prepared to move forward rapidly in the implementation of the construction of this project and request an early review by the Medical University of South Carolina Administration and the South Carolina State Budget and Control Board. We are anxious to begin.

I shall be pleased to provide any additional information necessary.

Regards,

A. Preston Nisbet

A. Preston Nisbet
Administrator

APN/bjm

Enclosure

SELF MEMORIAL HOSPITAL

GREENWOOD • SOUTH CAROLINA 29646 • 803-227-4111

A. Preston Nisbet
Director

Kenneth R. Flinchum
Assoc. Director

Robert C. Wood
Asst. Director

REQUEST FOR FUNDS TO CONSTRUCT
FAMILY PRACTICE CENTER
SELF MEMORIAL HOSPITAL
GREENWOOD, SOUTH CAROLINA

Self Memorial Hospital plans the development of a Family Practice Residency Program in conjunction with the South Carolina Statewide Family Practice Residency System. The program will accommodate twelve residents-in-training, four full-time faculty, and appropriate support personnel. A director has been located and plans to begin employment July 1, 1976, to prepare for program certification with the hope of accepting residents in early 1977.

The plans for the Family Practice Center are completed and consist of a 7,500 square foot, one story structure to be erected on approximately two acres of land adjacent to the Self Memorial Hospital. The property is ideally located with reference to other hospital activities and will maintain a separate identity as The Family Practice Center.

Adequate parking, adjacent to the building, has been designed to accommodate projected needs at full program capacity. The building is designed so that expansion may be easily accomplished. If the construction is approved, the Self Memorial Hospital Family Practice Residency Program will provide excellent training opportunities for residents in Family Practice.

M.W.M. MIDDLETON, WILKERSON, McMILLAN, ARCHITECTS
6230 FAIRVIEW ROAD, CHARLOTTE, NORTH CAROLINA 28210

FAMILY PRACTICE BUILDING

SELF MEMORIAL HOSPITAL
GREENWOOD, SOUTH CAROLINA

COST ANALYSIS

CONSTRUCTION ESTIMATES

Building Construction Cost	7,500 sq. ft. @ $40.00 per sq. ft.	$300,000
Architect Fees	8.2 Percent	24,600
Site Preparation		25,000
TOTAL		$349,600

EQUIPMENT ESTIMATES

12 Residents @ $5000 per resident	$ 60,000
TOTAL REQUEST	$409,600

H. WOODWARD MIDDLETON R. W. WILKERSON III R. K. McMILLAN
MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS

M.W.M. MIDDLETON, WILKERSON, McMILLAN, ARCHITECTS
6230 FAIRVIEW ROAD, CHARLOTTE, NORTH CAROLINA 28210

FAMILY PRACTICE BUILDING

SELF MEMORIAL HOSPITAL
GREENWOOD, SOUTH CAROLINA

COST ANALYSIS

CONSTRUCTION ESTIMATES

Building Construction Cost	7,500 sq. ft. @ $40.00 per sq. ft.	$300,000
Architect Fees	8.2 Percent	24,600
Site Preparation		25,000
TOTAL		$349,600

EQUIPMENT ESTIMATES

12 Residents @ $5000 per resident	$ 60,000
TOTAL REQUEST	$409,600

H. WOODWARD MIDDLETON R. W. WILKERSON III R. K. McMILLAN
MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS

DEPARTMENT OF FAMILY PRACTICE
COLLEGE OF MEDICINE
(803) 792-2411
FAMILY PRACTICE UNIT
(803) 792-3451

Medical University of South Carolina
80 BARRE STREET / CHARLESTON, SOUTH CAROLINA 29401

March 17, 1976

Vince Moseley, M.D.
Assistant Academic Vice President
for Extramural Affairs
Medical University of S.C.
80 Barre Street
Charleston, S.C. 29401

Dear Dr. Moseley:

The purpose of this letter is to endorse the Self Memorial Hospital request for Statewide Family Practice Residency System funds to construct and equip a Family Practice Center to house their developing Family Practice Program. I have reviewed the proposed plans and specifications and have found them to be very adequate to accommodate twelve residents, four faculty, and appropriate support personnel.

The construction will be accomplished on land presently owned by the Self Memorial Hospital. I have been assured by Mr. James O. Smith, Jr. that funds available in the Statewide Family Practice Residency System 75-76 budget are committed to this project. I recommend project approval so that residents may begin receiving their training in Greenwood as soon as possible.

Regards,

Arthur Cleve Huston, Jr., M.D.
Assistant Professor
Family Practice Department

For Hiram B. Curry, M.D.
Professor and Chairman
Family Practice Department

ACH/bjm

COLLEGE OF MEDICINE
OFFICE OF THE DEAN
(803) 792-2081

Medical University of South Carolina
80 BARRE STREET / CHARLESTON, SOUTH CAROLINA 29401

March 17, 1976

Vince Moseley, M.D.
Assistant Academic Vice President
for Extramural Affairs
Medical University of S.C.
80 Barre Street
Charleston, South Carolina 29401

Dear Dr. Moseley:

The purpose of this letter is to endorse the Self Memorial Hospital request for Statewide Family Practice Residency System funds to construct and equip a Family Practice Center. This program will participate in the Statewide Family Practice Residency System.

I have reviewed the facility plans and specifications and find them adequate to support a twelve resident program. I recommend project approval.

Sincerely,

W Marcus Newberry

W. Marcus Newberry, M.D.
Dean
College of Medicine

WMN/bjm

400

THIS CASE MAY HAVE SOME OR ALL OF THE FOLLOWING DEFECTS WHICH MAY BE QUESTIONABLE WHEN READING. IN SPECIAL PROBLEM AREAS, THIS ROLL NOTE MAY BE REFILMED BEFORE THE DOCUMENT OR DOCUMENTS IN QUESTION.

1. PHOTOCOPY NOT CENTERED PROPERLY CUTTING OFF SOME OF THE INFORMATION.

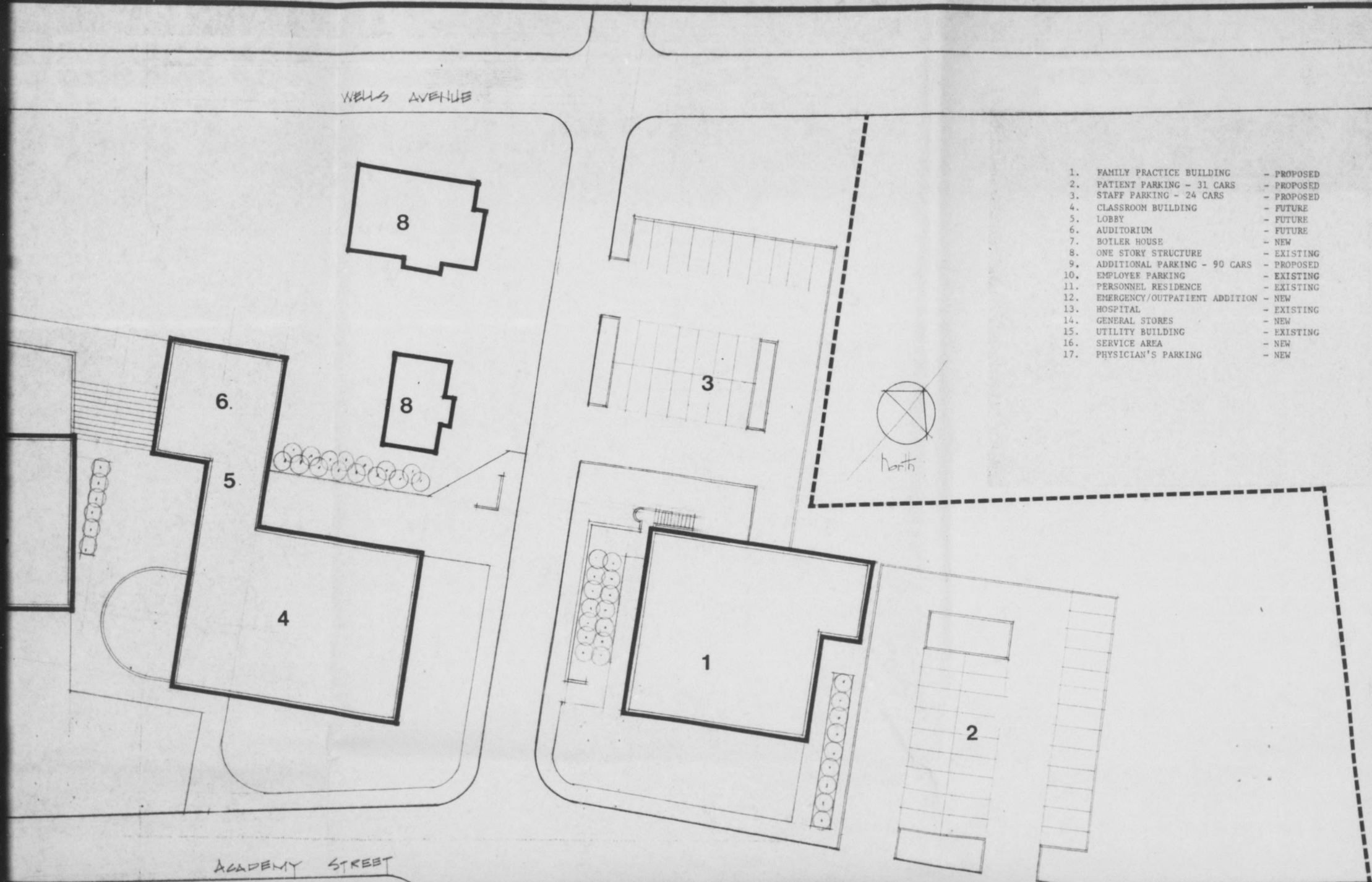
2. DOCUMENTS ARE OF POOR LEGIBILITY AND MAY NOT PHOTOGRAPH WELL.

3. DOCUMENTS DAMAGED OR TORN BEFORE ARRIVING FOR FILMING.

4. DOCUMENTS CONTAIN A DOUBLE-COPY IMAGE, THE UNDERLYING IMAGE IS IRRELEVENT TO THE READABLE INFORMATION.

5. OVERSIZED DOCUMENTS THAT COMPRISE TWO OR MORE FRAMES.

6. DOCUMENTS WITH GLUED INSERTS WHICH WERE OR COULD NOT BE REMOVED, INFORMATION MAY OR MAY NOT BE UNDER THE INSERT.



1. FAMILY PRACTICE BUILDING - PROPOSED
2. PATIENT PARKING - 31 CARS - PROPOSED
3. STAFF PARKING - 24 CARS - PROPOSED
4. CLASSROOM BUILDING - FUTURE
5. LOBBY - FUTURE
6. AUDITORIUM - FUTURE
7. BOILER HOUSE - NEW
8. ONE STORY STRUCTURE - EXISTING
9. ADDITIONAL PARKING - 90 CARS - PROPOSED
10. EMPLOYEE PARKING - EXISTING
11. PERSONNEL RESIDENCE - EXISTING
12. EMERGENCY/OUTPATIENT ADDITION - NEW
13. HOSPITAL - EXISTING
14. GENERAL STORES - NEW
15. UTILITY BUILDING - EXISTING
16. SERVICE AREA - NEW
17. PHYSICIAN'S PARKING - NEW

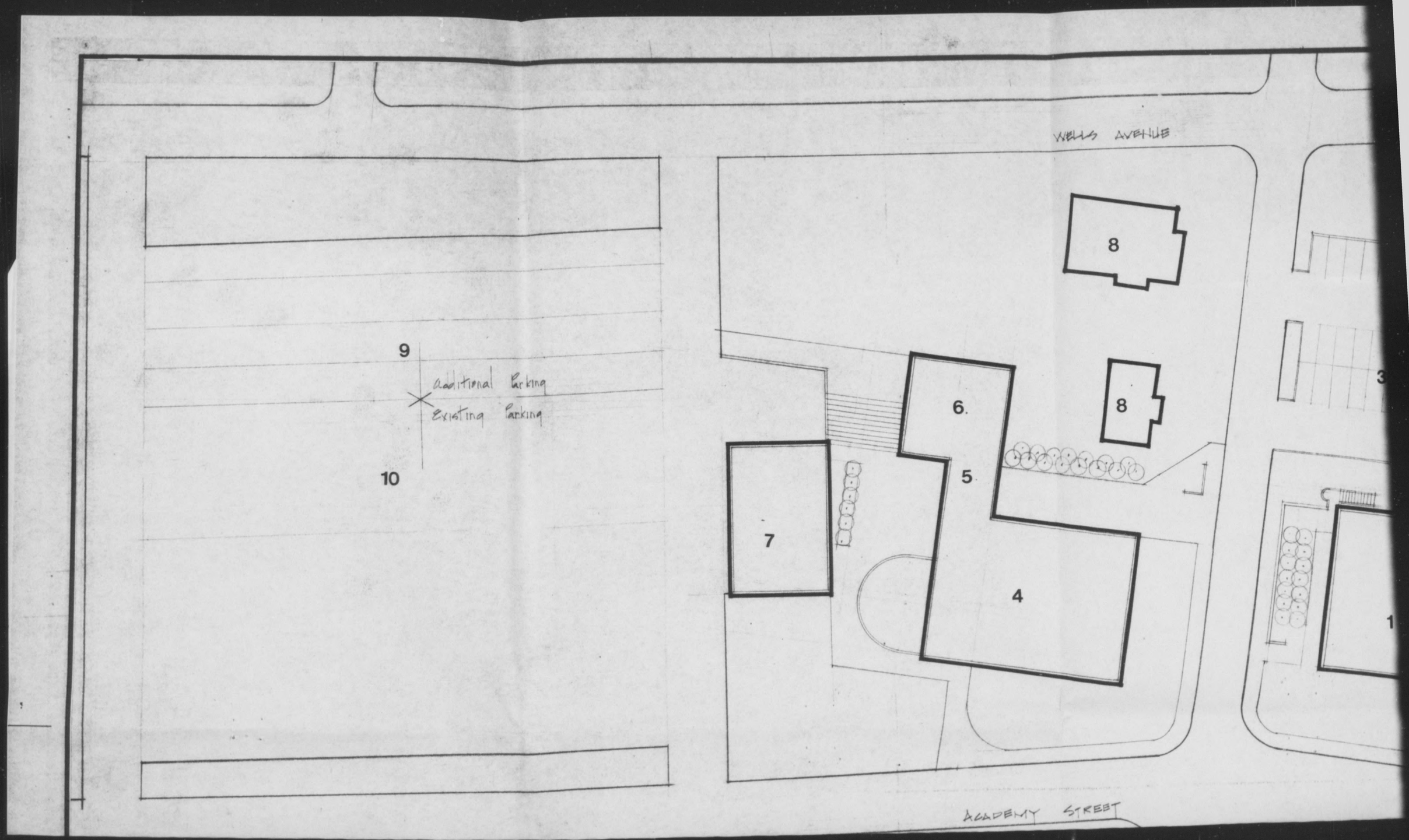
JOB NO.
301/302

DATE
11 MARCH 1969

DRAWN

REVISED

LETON, WILKERSON, McMILLAN, ARCHITECTS
D. CHARLOTTE, NORTH CAROLINA 28210


WELLS AVENUE
8
8
6.
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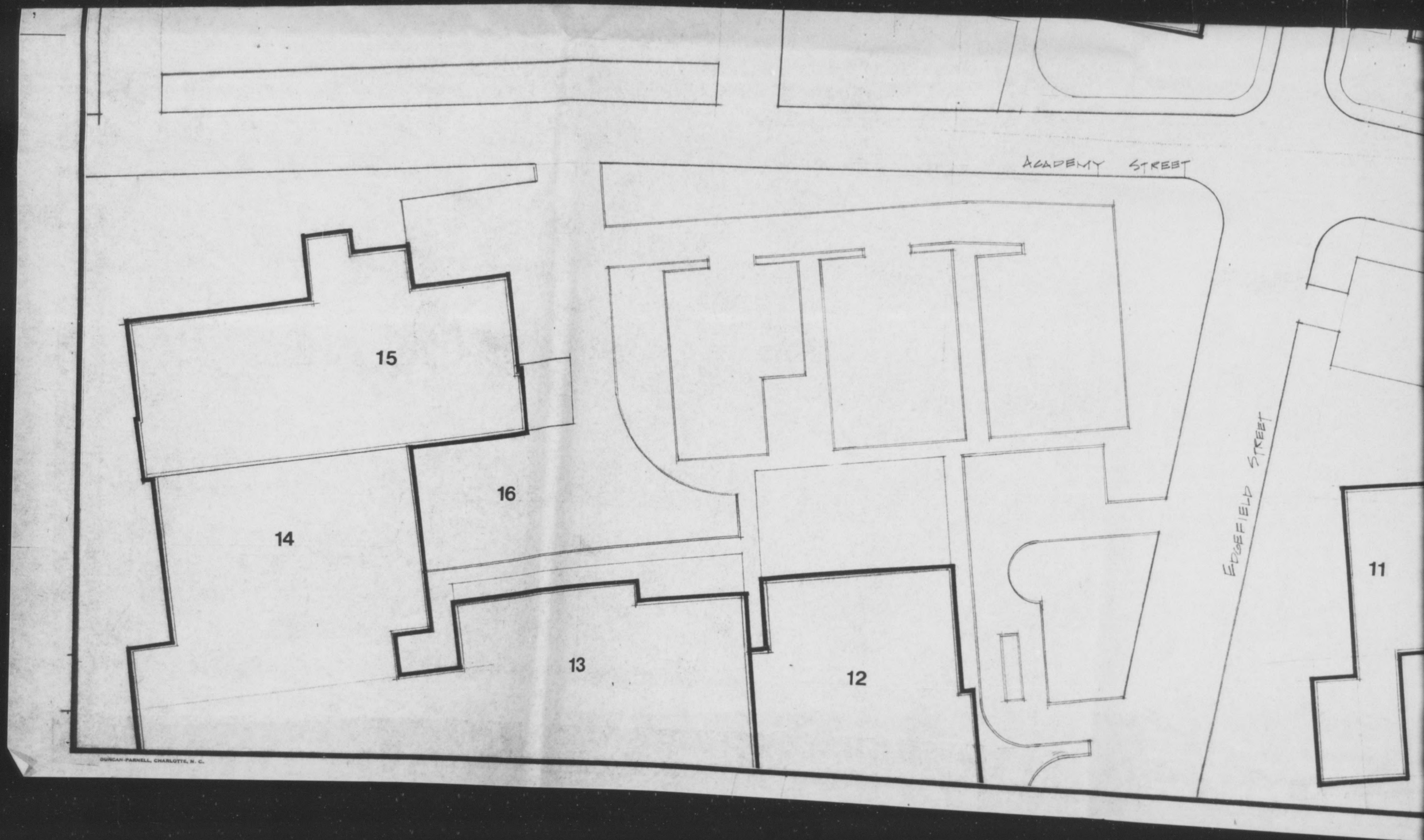
9
Additional Parking
Existing Parking
10
3
1
ACADEMY STREET


ACADEMY STREET
EDGEFIELD STREET
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16
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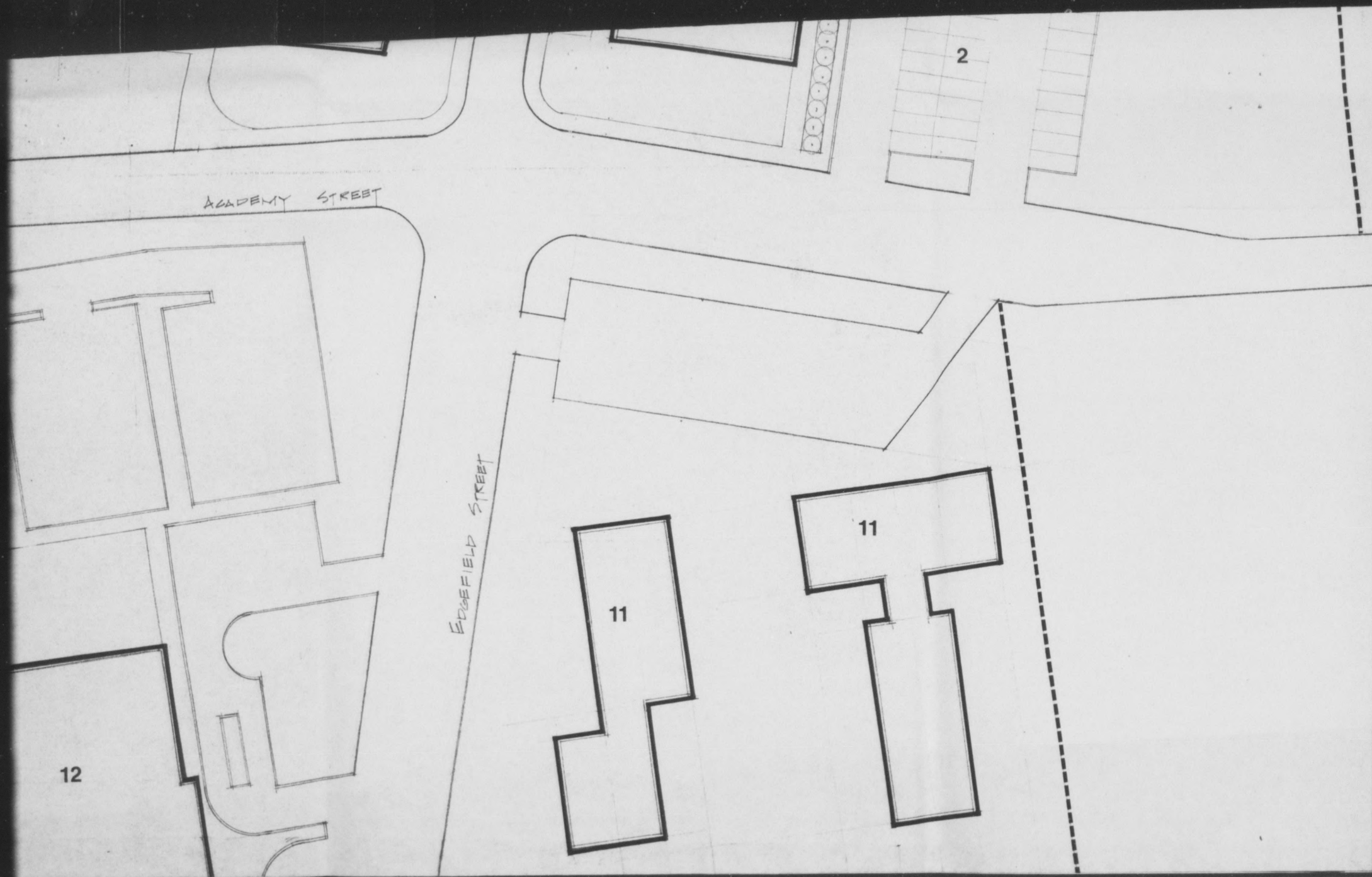
11
DUNCAN-PARNELL, CHARLOTTE, N. C.



M.W.M. MIDDLETON, WILKERSON, M

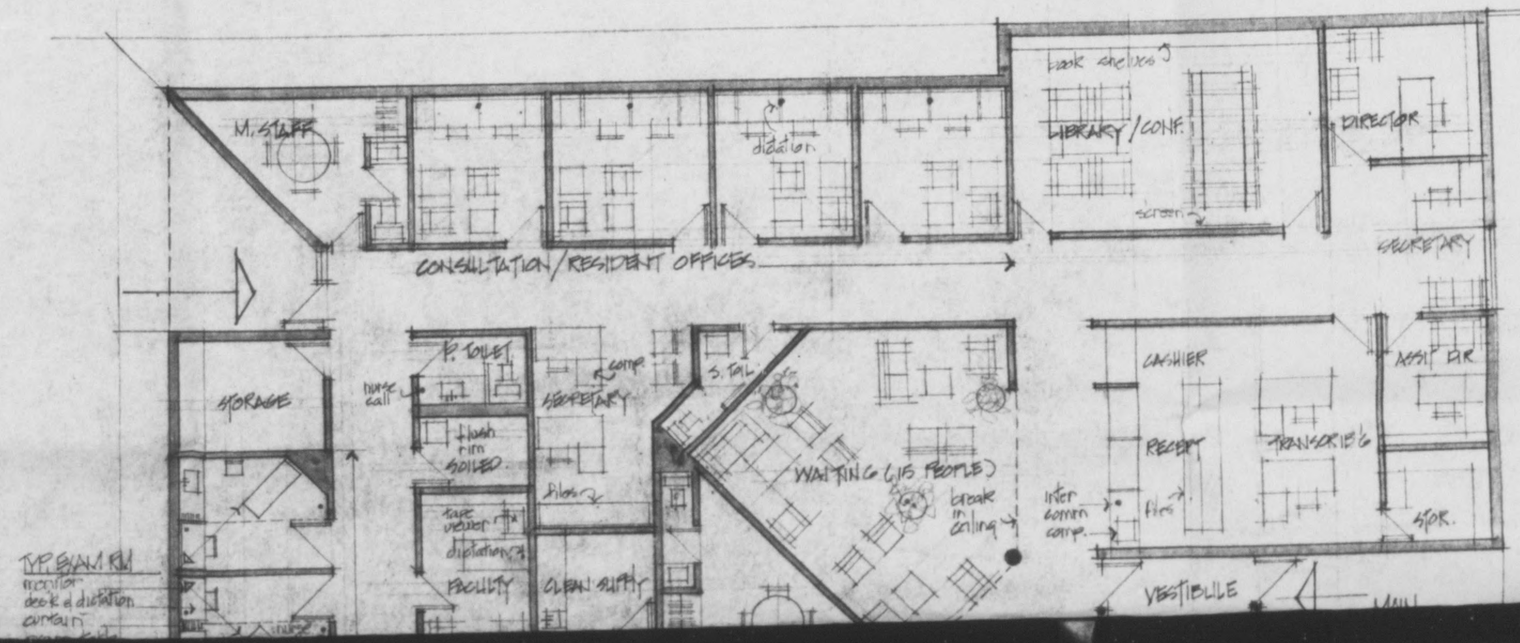
6230 FAIRVIEW ROAD, CHARLOTTE, NOR

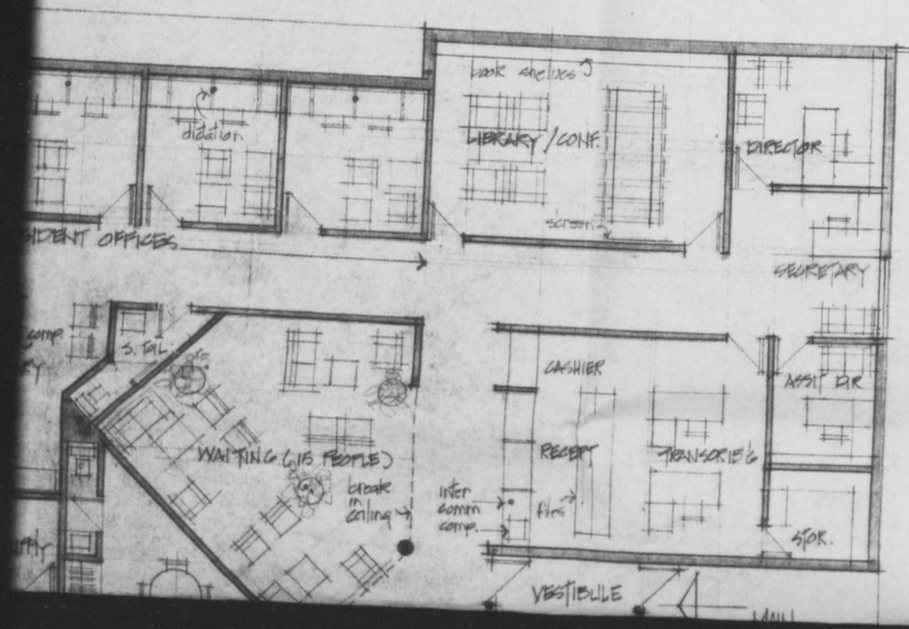
PARTIAL MASTER PLAN
SELF MEMORIAL HOSPITAL
GREENWOOD SOUTH CAROLINA
1" = 30'-0"

FAMILY PRACTICE BUILDING 302
EDUCATION COMPLEX 301

SHEET

OF


M. STAFF
CONSULTATION/RESIDENT OFFICES
dizaior.
LIBRARY/CONF.
book shelves
screen
DIRECTOR
SECRETARY
STORAGE
nurse call
P. TOILET
flush rim SOILED
SECRETARY
comp
S. TOIL.
WAITING (15 PEOPLE)
break in ceiling
files
face vacuer dictation
FACILITY
CLEAN SUPPY
CASHIER
RECEPT
files
inter comm comp.
TRANSCRIB'G
ASSIT DIR
STOR.
VESTIBULE
MAIN
TYP. EXAM RM
monitor
desk & dictation
curtain



JOB NO.
702

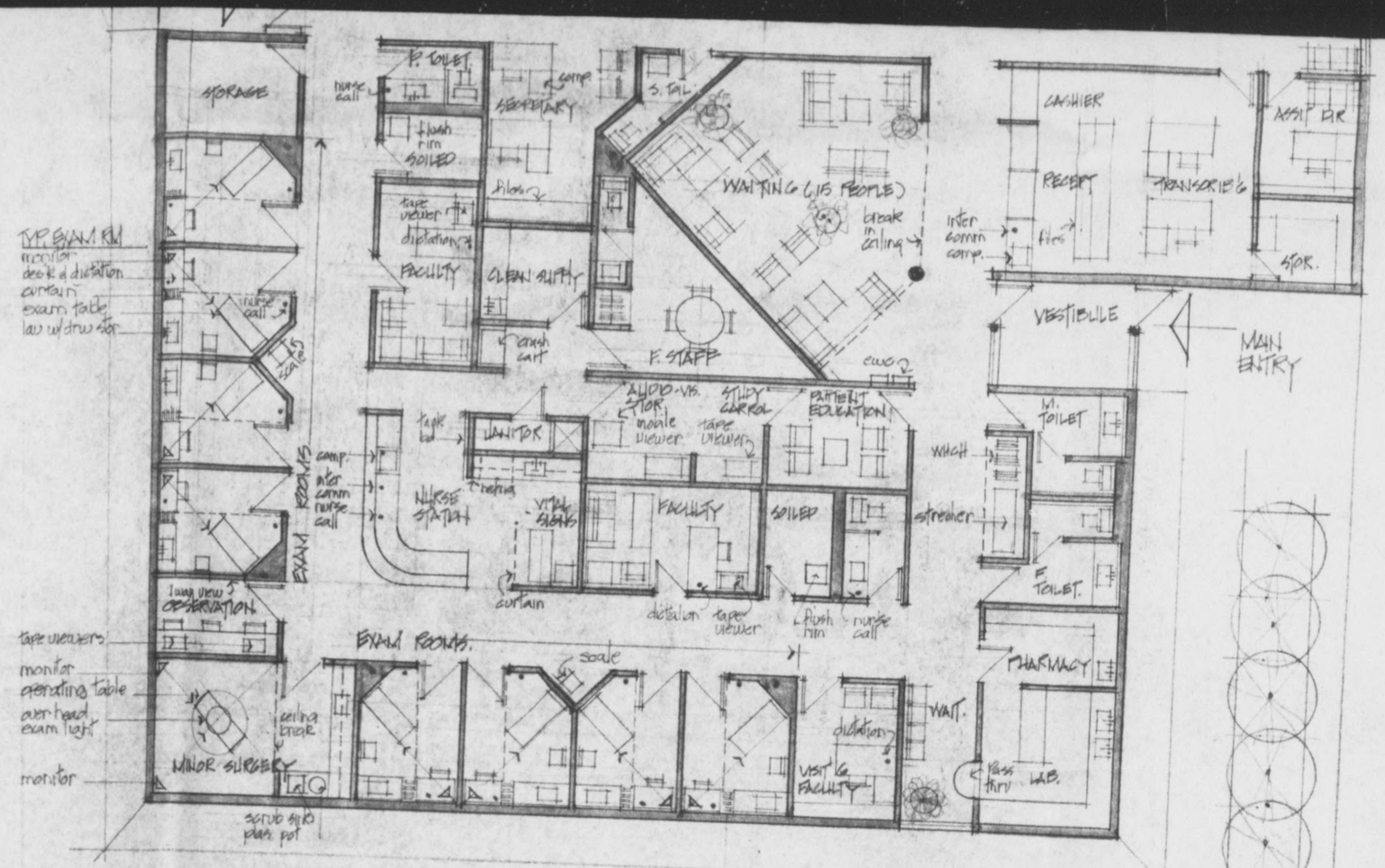
DATE
5 MAR 76

DRAWN

REVISED

DLETON, WILKERSON, McMILLAN, ARCHITECTS

D, CHARLOTTE, NORTH CAROLINA 28210



North

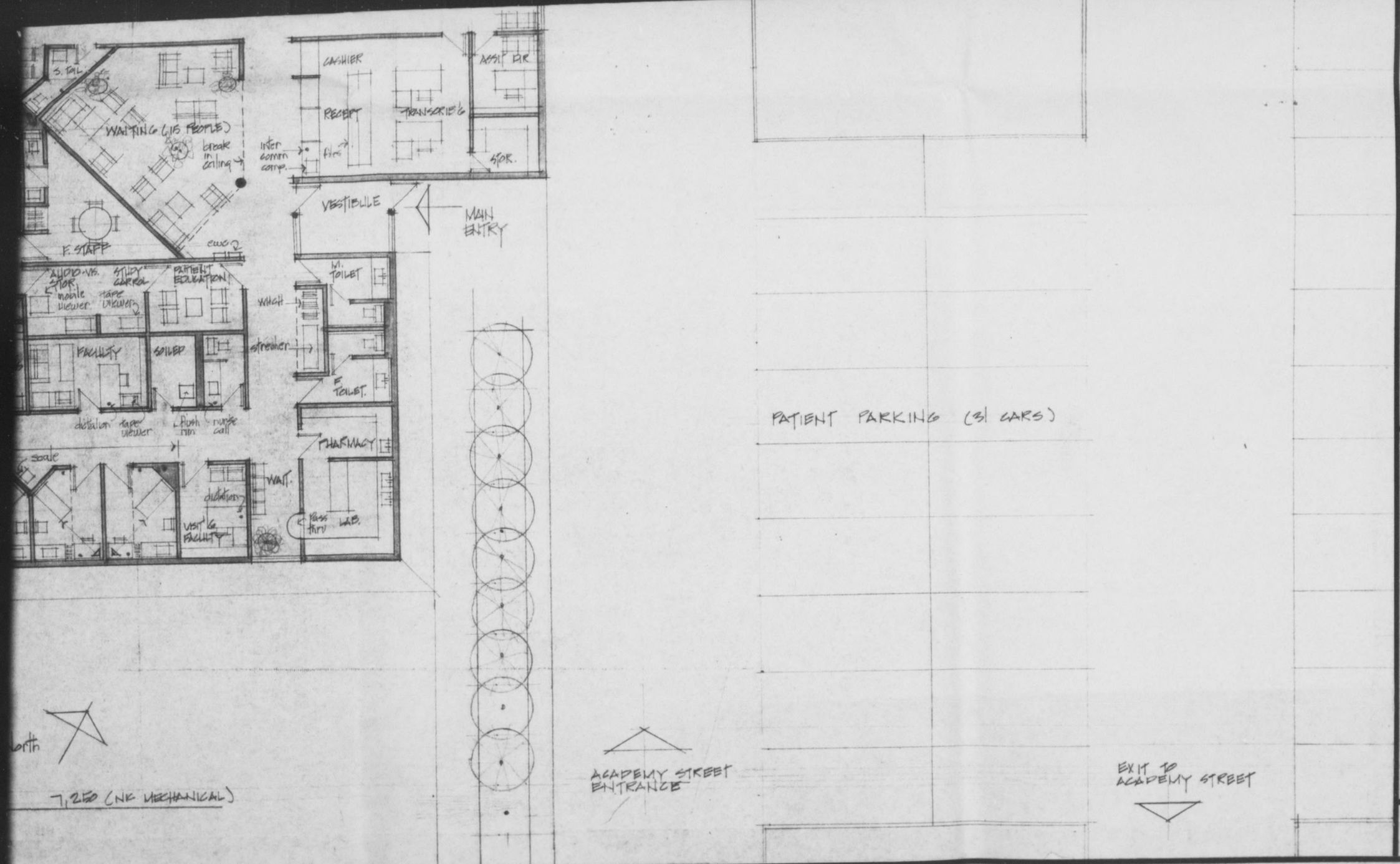
FLOOR PLAN

1/8"

7,250 (NK MECHANICAL)

ACADEMY ST
ENTRANCE

DUNCAN-PARNELL, CHARLOTTE, N. C.



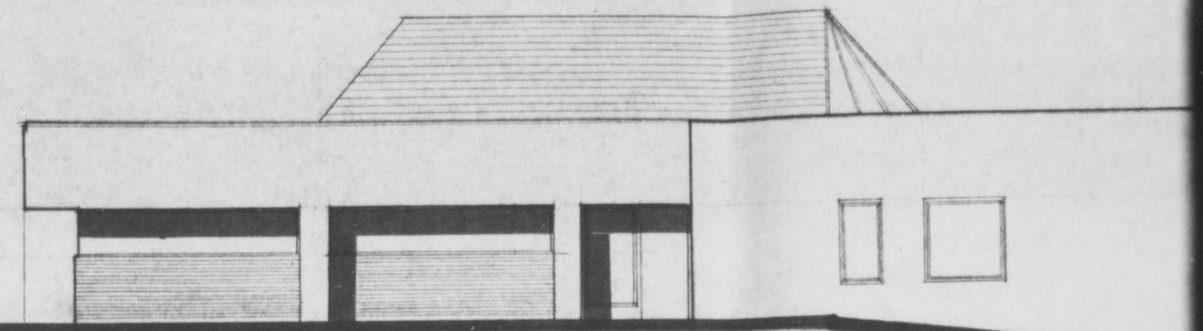
M.W.M. MIDDLETON, WILKERSON, Mc

6230 FAIRVIEW ROAD, CHARLOTTE, NORT

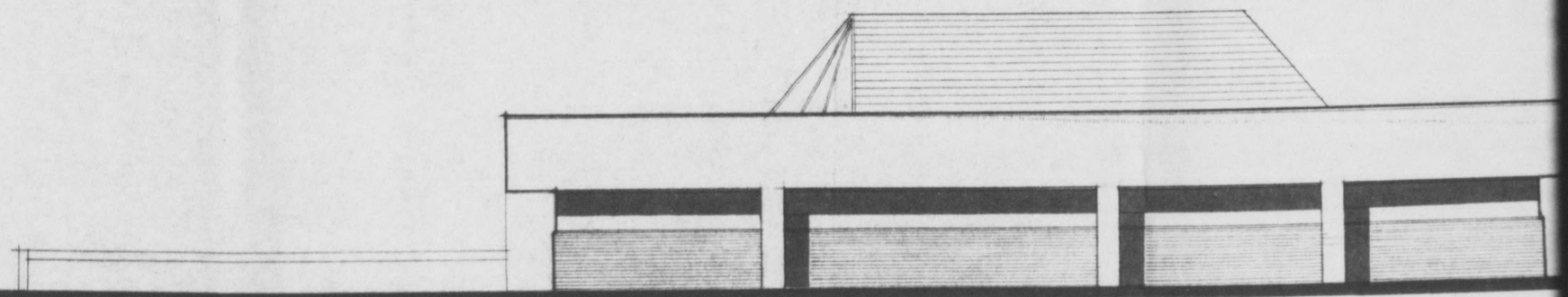
FAMILY PRACTICE BUILDING
HELP MEMORIAL HOSPITAL
GREENWOOD, S. CAROLINA

SHEET

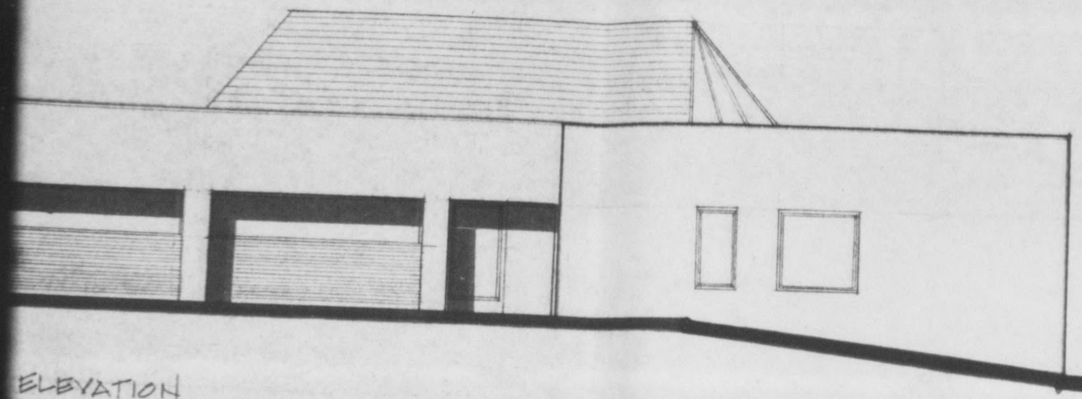
OF____



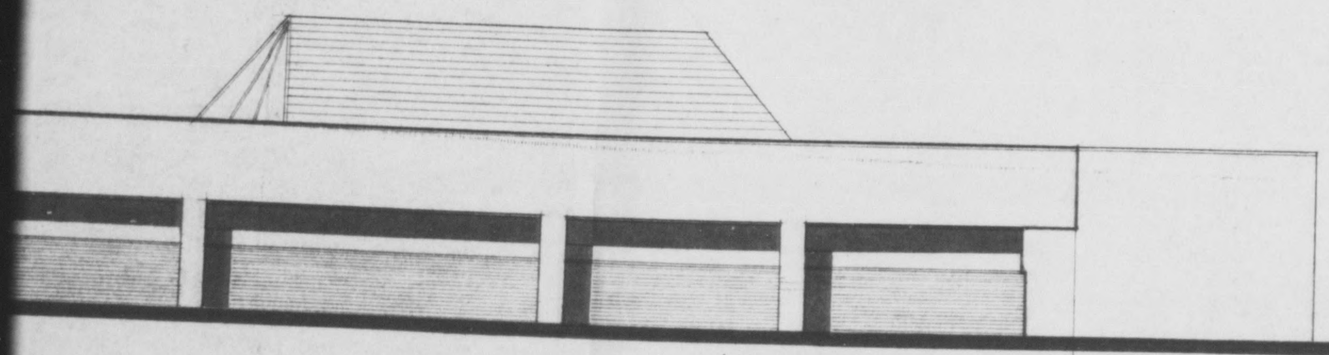
EAST ELEVATION



SOUTH ELEVATION



ELEVATION



ELEVATION

JOB NO.
302

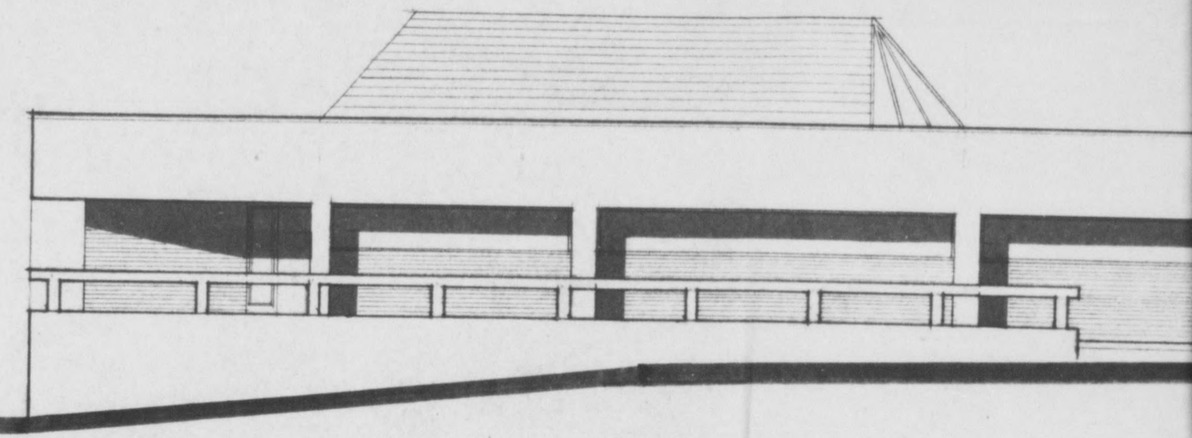
DATE
16 MAR 76

DRAWN

REVISED

DLETON, WILKERSON, McMILLAN, ARCHITECTS
AD, CHARLOTTE, NORTH CAROLINA 28210

SOUTH ELEVATION



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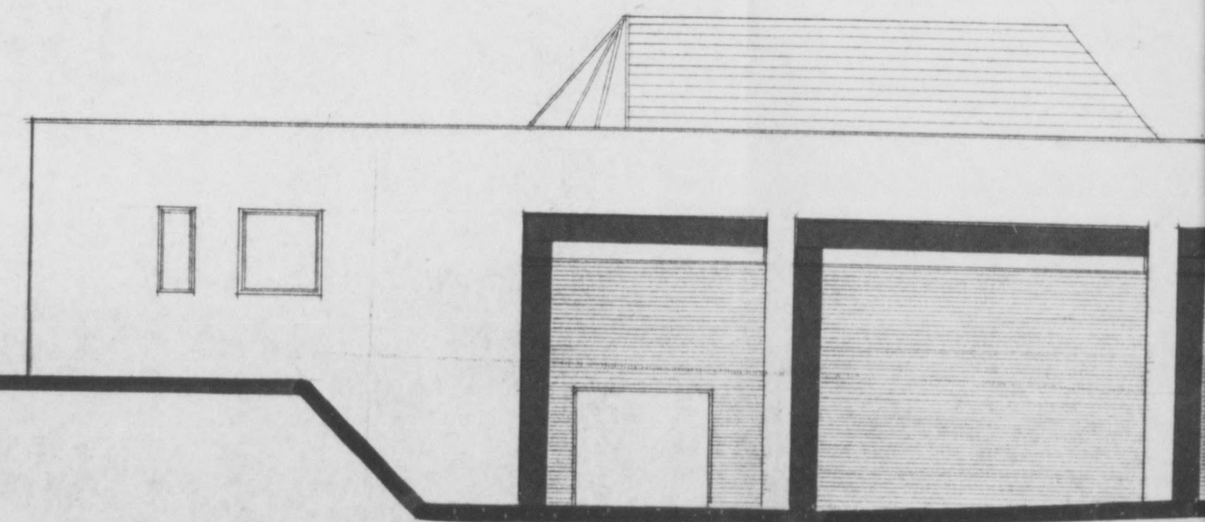

NORTH ELEVATION

DUNCAN-PARNELL, CHARLOTTE, N. C.

ELEVATION

ELEVATION

ELEVATION

M.W.M. MIDDLETON, WILKERSON, M

6230 FAIRVIEW ROAD, CHARLOTTE, NOR

ELEVATIONS 1/8"

FAMILY PRACTICE BUILDING
SELF MEMORIAL HOSPITAL
GREENWOOD SOUTH CAROLINA

SHEET

OF

EXHIBIT XII
APRIL 6, 1976

COASTAL PLAINS REGIONAL COMMISSION
2000 L STREET, N.W.
WASHINGTON, D.C. 20036

January 30, 1976

OFFICE OF FEDERAL COCHAIRMAN

AREA CODE 202 967-3753

Governor James B. Edwards
State of South Carolina
Columbia, South Carolina

Dear Jim:

Since our Excess Property Program has completely depleted it's operational funds, I am forced to notify you that the program has terminated. It is necessary, however, to give employees, recipients, and landlords a thirty day notice. I estimate it will take about $3600 to close out the program. We must, therefore, have $600 ~~per state~~ from our three original states; North Carolina, South Carolina and Georgia. The Columbia office has been given notice that it must close on February 29, 1976.

This program was started in April, 1975 with administrative funding for six months. We have operated nine months without additional funds but now find this allotment completely depleted. In this period of time, we have greatly exceeded my expectations and have transferred over $12 million worth of excess property to local recipients.

I informed the alternates in December that the program would have to be terminated because of lack of funds and other problems. At that time, I agreed to wait for the Commission meeting which was to be held in January.

I had hoped that the Commission would hold it's required meeting in time to handle this matter, however, since the Commission has not met, I must terminate the Excess Property Program for Coastal Plains.

I sincerely hope that we will be able to schedule a Commission meeting in the near future. Our bylaws require three meetings per year and we have missed our January meeting.

Sincerely,

Jack

R. Jack Hawke
Federal Cochairman

RJH:esp

cc: Harold Trask

EXHIBIT XIII

APRIL 6, 1976

(803) XXXXXXX
771-8777

Frank K. Sloan
Attorney at Law

1107 Barringer Building
Columbia, South Carolina 29201

April 6, 1976

Honorable Daniel R. McLeod
Attorney General, South Carolina
Wade Hampton State Office Building
Columbia, South Carolina 29201

Reith vs. S.C. State Housing Authority

Dear Mr. McLeod

Enclosed herewith you will find my statement for services as attorney for the plaintiff in the above constitutional test case.

I would appreciate your forwarding this to the appropriate officials for approval and payment.

Kindest personal regards.

Sincerely,

Frank K. Sloan

Frank K. Sloan

FKS:rm
enc.

(803) ~~XXXXXXX~~ 771-8777

Frank K. Sloan
Attorney at Law

1107 Barringer Building
Columbia, South Carolina 29201

March 24, 1976

In account with:

RE: Reith vs. S.C. State Housing Authority

To: Professional Services
RE: Reith vs. S.C. Housing Authority

April 19, 1975 - February, 1976

Assistance in drafting amendments to Housing Authority Act of 1975 Preparation of original pleading and notices Preparation of trial brief Argument of case in Court of Common Pleas Research and preparation of brief for trial court Conferences to settle a record for appeal to the Supreme Court Research, writing and filing brief for respondent in the Supreme Court Argument of case in the Supreme Court Conferences and telecons with Attorney General and opposing attorneys.		$8,500.00
Expenses:		
Filing fees	$15.00	
Pringing of public notices, Greenville News State Record	17.50	
Special typing services	12.50	
Xerox copying (310 at 110)	31.00	
Longdistance telephone calls to Charleston	10.40	
Mileage to and from Charleston, two trips 2x(220 at.14)	61.60	
Sub Total	148.00	148.00
Total		$8,648.00

-Thank You-

FS

Approved
Lewis Reed
Atty. Genl
6 apr 76

E N D