Daufuskie Island Utility Company, Inc.

725 N. Hwy A1A, Suite B103, Jupiter, FL 33477
888-635-7878

BY EMAIL

August 22, 2018

Mr. Fred Sororian
Thomas & Hutton
50 Park of Commerce Way
Savannah, GA 31405

Re: "Operations and Maintenance" Letter
36 & 46 Driftwood Cottage Ln

Mr. Sororian,

In Response to your request, DIUC is providing this letter in regards to the plans for construction of new water and sewer facilities, to serve 36 & 46 Driftwood Cottage Ln.

DIUC has reviewed the previously submitted plans. If the facilities are constructed as designed, DIUC will operate and maintain the facilities according to current operating requirements. According to the plans, the new facilities will be within the Utilities service area and its capacity to serve. Upon completion DIUC will inspect the new facilities.

This letter is not an approval of any completed construction and cannot supersede any previously signed agreements or state regulatory requirements. All construction must adhere to permitted requirements, which must be disclosed to DIUC.

GUASTELLA ASSOCIATES, LLC
Manager of DIUC,

Mike J. Guastella
Vice President- Operations

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Daufuskie Island Utility Company, Inc.

725 N. Hwy A1A, Suite B103, Jupiter, FL 33477
888-635-7878

BY EMAIL

August 22, 2018

Mr. Fred Sororian
Thomas & Hutton
50 Park of Commerce Way
Savannah, GA 31405

Re: "Willingness and Ability" to Serve Letter
36 & 46 Driftwood Cottage Ln

Mr. Sororian,

In Response to your request, DIUC has reviewed previously submitted plans for new water and sewer facilities, to serve the customers at 36 & 46 Driftwood Cottage Ln. According to the plans provided, the new facilities will be within DIUC's current service area and capacity.

DIUC is willing and able to provide services according to the proposed plans. If the project design changes, this letter is void and a new "Willingness and Ability" to serve letter must be issued. This letter does not qualify as an approval of newly constructed facilities and can not supersede any state regulatory requirements and/or previously signed agreements.

GUASTELLA ASSOCIATES, LLC
Manager of DIUC,

Mike J. Guastella
Vice President- Operations

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Request for Periodic Payment **3-Final** PINCO

OWNER: Halwig & Noller
PROJECT: Melrose - Driftwood Cottage Lane Water and Sewer Relocation

DATE: 09/28/18
Period Thru: **August 28, 2018**

SCHEDULE OF PREVIOUS PAY REQUESTs		
NO.	DATE	AMOUNT
01	12/22/2017	42,532.20
02	8/10/2018	29,111.98
TOTAL		71,644.18

ANALYSIS OF PAYMENT ESTIMATE

ITEM	AMOUNT
A. ORIGINAL CONTRACT SUM	$ 65,349.00
B. Net Change by Change Orders	$ 11,138.72
C. CONTRACT SUM TO DATE	$ 76,487.72

(1) Original Contract Work Completed		65,350.00
(2) Change Order Work (included in this Pay Request)		10,655.00
(3) Total Work Completed to Date (less Summary CO)	99.4%	76,005.00
(4) Materials Stored		0.00
(5) Total Work Completed and Materials Stored		76,005.00
(6) Less Retainage		0.00
(7) Cumulative Payment Due		76,005.00
(8) Less Previous Pay Requests		71,644.18
(9) **Balance Due This FINAL Pay Request**		**4,360.82**

I certify that to the best of my knowledge and belief all items and amounts herein are correct; that all work has been performed and/or material supplied in conformance with the contract, and that the balance due is appropriate for payment.

CONTRACTOR: PINCO
BY:
DATE: 10/4/2018

APPROVED BY:
BY:

B. SCHEDULE OF CONTRACT CHANGE ORDERS

CHANGE ORDER NO.	CHANGE ORDER DATE	DESCRIPTION	MODIFICATIONS TO ORIGINAL CONTRACT PRICE TOTAL CHANGE COST OF WORK: COST	COMPLETED	FROM ORIGINAL CONTRACT PRICE
1		ReMobilze and	10,655		$10,655.00
2		Summary CO Paid directly to PINCO not paid thru the trust account nor included in these apy requests	483.72		$483.72
					$0.00
TOTALS					$11,138.72

Supplemental Schedule

PINCO

Period Thru: August 28, 2018

Melrose. 36 & 46 Driftwood Cottage Lane

Pay Request No. 03-F

Line Item	DESCRIPTION	Contract Quantity	Unit Price	Total Price	This Month Quantity	This Month $ Amount	Previous Quantity	Previous $ Amount	To Date Quantity	To Date $ Amount	Percent Complete	
1	Mobilization / DeMobilization	Lump Sum	$ 11,700.00	$ 11,700.00	0	$ -	1	$ 11,700.00	1	$ 11,700.00	100.00%	
2	Erosion Control	Lump Sum	$ 1,200.00	$ 1,200.00	0	$ -	1	$ 1,200.00	1	$ 1,200.00	100.00%	
3	8" PVC water Main	507	$ 29.58	$ 14,997.06	0	$ -	533	$ 15,766.14	507	$ 14,997.06	100.00%	$ -
4	1.5" HDPE Force Main	550	$ 12.55	$ 6,902.50	0	$ -	542	$ 6,802.10	550	$ 6,902.50	100.00%	$ -
5	1.25" HDPE Force Main	360	$ 15.14	$ 5,450.40	0	$ -	346	$ 5,238.44	360	$ 5,450.40	100.00%	$ -
6	2 Grinder Stations Installation	Lump Sum	$ 4,600.00	$ 4,600.00	0	$ -	1	$ 4,600.00	1	$ 4,600.00	100.00%	
7	Connect 2 grinder station to lateral	Lump Sum	$ 2,550.00	$ 2,550.00	0	$ -	1	$ 2,550.00	1	$ 2,550.00	100.00%	
8	Cap Existing Sewers	1	$ 900.00	$ 900.00	0	$ -	1	$ 900.00	1	$ 900.00	100.00%	
9	Cap Existing 8" Water-Main	1	$ 1,150.00	$ 1,150.00	0	$ -	1	$ 1,150.00	1	$ 1,150.00	100.00%	
10	Connect 1.5" FM to Ext. MH	1	$ 2,300.00	$ 2,300.00	0	$ -	1	$ 2,300.00	1	$ 2,300.00	100.00%	
11	Connect new 8" to existing WtrMair	1	$ 6,600.00	$ 6,600.00	0	$ -	1	$ 6,600.00	1	$ 6,600.00	100.00%	
12	Electrical Connection	1	$ 7,000.00	$ 7,000.00	0	$ -	1	$ 7,000.00	1	$ 7,000.00	100.00%	
	Sub Total	-	$ -	$ 65,349.00		$ -		$ 65,806.68	0	$ 65,350.00		
	Change Order 01	-	$ -	$ -		$ -		$ -	0	$ -		
1	Re_connect sewer line	LS	$ 875.00	$ 875.00	0	$ -	1	$ 875.00	1	$ 875.00	100.00%	
2	Connect waterline	LS	$ 1,275.00	$ 1,275.00	0	$ -	1	$ 1,275.00	1	$ 1,275.00	100.00%	
3	Re-mobilze and De-Mobilize	LS	$ 4,310.00	$ 4,310.00	0.25	$ 1,077.50	0.75	$ 3,232.50	1	$ 4,310.00	100.00%	
4	Added Legal Fees	3	$ 300.00	$ 900.00	0	$ -	3.2	$ 960.00	3	$ 900.00	100.00%	
5	Re-Excavate pipe ends	LS	$ 1,670.00	$ 1,670.00	0	$ -	1	$ 1,670.00	1	$ 1,670.00	100.00%	
6	Continue Search & Full Flush	LS	$ 1,625.00	$ 1,625.00	0	$ -	1	$ 1,625.00	1	$ 1,625.00	100.00%	
	Sub-Total			$ 10,655.00		$ 1,077.50		$ 9,637.50	0	$ 10,655.00	100.00%	
						$ -		$ -	0	$ 76,005.00		
	Summary Change Order 02	LS	$ 483.72	$ 483.72		$ 483.72		$ -	0	$ 483.72	100%	$ -
	TOTAL			$ 76,487.72		$ 1,077.50		$ 75,444.18	0	$ 76,488.72		

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THOMAS & HUTTON
50 PARK OF COMMERCE WAY | SAVANNAH, GA 31405
912.234.5300 | WWW.THOMASANDHUTTON.COM

August 30, 2018

Stephanie White
DHEC, Bureau of Water
2600 Bull Street
Columbia, SC 29201

Re: Daufuskie Island – Melrose – Driftwood Lane
Water and Sewer Relocations
Permit Number:
Wastewater System: 41282-WW
Water System: 32996-WS

To Whom It May Concern:

We have reviewed the Daufuskie Island – Melrose – Driftwood Lane Water and Sewer Relocations construction. It is complete and in general accordance with the approved plans and specifications based upon periodic site visits and final review to the best of my knowledge, information, and belief.

Sincerely,

Allen Christopher Stovall, PE

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NOTICE OF FINAL ACCEPTANCE

CONTRACTOR **Pinholster Construction, LLC dba PINCO**

PROJECT: **Daufuskie Island - Melrose - Dirftwood Lane** Water and Sewer **Relocation**

OWNER: Stephen A. Noller and Beverly P. Noller, and Dr. John M. Halwig and Nancy D. Halwig

PROJECT NO.:

ENGINEER: **Thomas and Hutton**

DATE: **September 28, 2018**

Gentlemen:

Based upon our final inspection of the work, we have found the work performed to be complete and in conformance with the contract documents. Therefore, the OWNER and END USER hereby accepts the work performed and responsibility for regular maintenance of same. This acceptance does not in any way relieve you, as the contractor, of any special maintenance requirements or guarantees as stipulated in the contract documents. You are also hereby informed that the 12-month warranty period as stipulated in the contract shall expire at 11:59 p.m., 08/23/19 except for those items previously completed and accepted as enumerated any earlier dated substantial completion notices.

Fred

Project Engineer

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STATE OF SOUTH CAROLINA)
) UTILITY LINE EASEMENT
COUNTY OF BEAUFORT)

THIS UTILITY LINE EASEMENT (this "**Agreement**"), made this 26th day of October, 2018 by and between **REDFISH HOLDINGS, LLC** of the County of Beaufort and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and **DAUFUSKIE ISLAND UTILITY COMPANY, INC.**, having its principal office at 725 North Highway A1A, Suite B, Jupiter, FL 33477, its successors and assigns, hereinafter called "Grantee", for the benefit of Michael Halwig, Nancy Halwig, Beverly Noller and Stephen Noller (together the "Owners") .

ARTICLE 1
CREATION AND GRANT OF EASEMENTS

1.01 In consideration of the monetary sum of One Dollar ($1.00) and certain other non-monetary consideration received from Grantee and Owner, Grantor hereby establishes, grants and conveys to Grantee, its successors and assigns, a non-exclusive perpetual commercial easement in gross, subject to the terms set forth herein, with the right, privilege and authority, from time to time, to enter upon, inspect, operate, replace, repair and perpetually maintain, subject to the terms set forth herein, through the portion of real property owned by Grantor as specifically and particularly described in **EXHIBIT A** attached hereto and made a part hereof (the "**Burdened Property**"), in the area described in **EXHIBIT B** (the "**Utility Easement Area**") and shown on **ATTACHMENT 1** ("Record Drawing C2.1") attached hereto and made a part hereof, underground conduit(s) or line(s) consisting of the piping for the purpose of providing essentially necessary water and sewer service to the real property (the "Utility Lines") and improvements now or hereafter located on the real property described in **EXHIBIT C** attached hereto and made a part hereof (the "**Benefitted Property**") which Benefitted Property is owned by the Owners, together with the reasonable right of ingress, egress and access to and from such Utility Easement Area over that portion of the Burdened Property as reasonably designated by Grantor, as may be reasonably necessary for the purposes connected therewith but consistent with the terms hereof.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the Easements belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, subject to the terms and conditions set forth herein all and singular the easements unto Grantee and its successors and assigns, subject to the terms hereof.

ARTICLE 2
MISCELLANEOUS PROVISIONS

2.01 Access to the Utility Easement Area pursuant to this Agreement shall be coordinated with and subject to the advance written approval the Grantor or its designee, which approval shall not be unreasonably withheld, and shall not interrupt golfers or golf course maintenance and grounds activities without the prior express written authorization and upon timely pre-notification for emergency repairs as provided herein. Scheduled maintenance shall be timed to prevent disruption of use of the golf course, and shall begin only after the last golfers have

played past the Utility Easement Area and shall be completed prior to the start of play the following day. Normal routine maintenance shall be scheduled to occur during non-peak golf season, which is June 1 through September1. Normal routine maintenance shall be initiated only after written notification to the Grantor or its designee five (5) business days prior to the proposed repair, shall occur only during week days, beginning after the last golfers have played past the Utility Easement Area and shall be completed prior to the start of play the following day. Emergency repair service activities may be initiated immediately upon written notice to the Grantor or its designee.

Written notice to the Grantor shall be provided via overnight delivery and email to:

Address for Overnight Delivery:	REDFISH HOLDINGS, LLC c/o LVH Partners, LLC 1535 Elston Avenue, Chicago IL 60642-2421, ATTN: Arie Zoller
Email:	zoller@lvhpartners.com

In the event the Grantor wishes Grantee to provide written notice to a designee of Grantor or to Grantor and one additional party, grantor may so designate by providing written notice of the same via overnight delivery and email to:

Address for Overnight Delivery:	DAUFUSKIE ISLAND UTILITY CO., INC. 725 North Highway A1A Suite B103 Jupiter, FL 33477
Email:	admin@Dlutility.com

Any excavation activities necessary for maintenance of the utility lines must be pre-approved in writing by Grantor, include a drawing showing the area to be excavated and the irrigation lines or other golf course improvements in the vicinity of such excavations, and scheduled consistent with the guidelines above to the maximum extent practicable to prevent disruption of golfers using the golf course. Grantee may not trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through the Utility Easement Area without express written authorization, from Grantor. Any damage to the property of Grantor caused by Grantee in maintaining or repairing said utility lines shall be immediately repaired by Grantee at its sole cost and expense; provided further, however, that except as may specifically be agreed to between Grantor and Grantee from time to time by separate written instrument, Grantor agrees for itself, its successors and assigns, not to build or allow any building or road to be placed within the Utility Easement Area.

2.02 All maintenance and repair of the Utility Lines shall be at the sole cost and expense of Grantee and Owners. All such work shall be conducted in a good and workmanlike manner and the Burdened Property shall be returned to the same condition it was prior to access by Grantee. Grantor shall reasonably designate and Grantee shall comply with the designation of an ingress/egress path for access to the Utility Easement Area.

2.03 Grantee and Owners, and their respective successors and assigns, shall indemnify, defend, and hold Grantor, its successors and assigns, harmless from and against all claims, costs, expenses, judgments or actions (including reasonable attorney's fees) arising from or related to the

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easements granted herein, the Utility Easement Area, or the Utility Lines, by Grantee and/or Owners, their respective its agents, contractors, tenants, employees, licensees and/or invitees, except to the extent caused by the gross negligence or intentional misconduct of Grantor.

2.04 Nothing herein shall be construed as a grant to the general public. The easements granted herein are not intended to benefit parcels of land other than the Benefitted Property without the consent in writing, in recordable form, of Grantor, Grantee, and Owners or their successors and assigns.

2.05 The easements and other rights and benefits granted in this Agreement are non-exclusive, and Grantor reserves and retains the right to use the Utility Easement Area and to convey similar rights and easements to such other persons or entities as it may deem proper provided such subsequent conveyances do not interfere with the easements and other rights and benefits granted in this Agreement.

2.06 If any provision of this Agreement is determined to be invalid, such determination shall not affect the validity or effect of the remaining provisions of this Agreement, all of which shall continue in effect as if such invalid provision had not been included in this Agreement.

2.07 This Agreement shall bind and inure to the benefit of Grantor, Grantee, and Owners and their respective successors and assigns.

2.08 It is intended that the benefits and burdens of the easements granted herein shall run with title to the Benefitted Property and the Burdened Property. This Agreement may be amended, modified or terminated only by recorded written instrument duly executed and acknowledged by Grantor, Grantee, and Owner, or their respective successors and/or assigns as owners of the subject parcels. No waiver of any of the terms or conditions of this instrument shall be binding or effective unless expressed in writing and signed by the party giving such waiver. Time is of the essence in this Agreement.

2.09 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

2.10 This Agreement shall be recorded in the land records of the county in which the Benefitted Property and the Burdened Property are located.

2.11 In the event of litigation relating to the enforcement of rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation costs and expenses, including reasonable attorneys' fees and court costs.

2.12 Grantor may relocate this easement and utility lines therein at its sole cost and expense.

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IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed as of the day and year first above written.

WITNESS:

1st Witness

2nd Witness

GRANTOR
REDFISH HOLDINGS, LLC

By: _____
(SEAL)
Printed Name: Arie Zeller
Title: Manager

STATE OF ~~SOUTH CAROLINA~~ Illinois)
)
COUNTY OF ~~BEAUFORT~~ Cook)

Acknowledgement

The foregoing instrument was acknowledged before me by **REDFISH HOLDINGS, LLC** by Arie Zeller, its Manager, this 6 day of June, 2018.

_____ (SEAL)
Notary Public for ~~South Carolina~~ Illinois

My Commission Expires:_____

Printed Name of Notary Public:
Patricia A Schulz

[Affix Notary Seal]

PATRICIA A SCHULZ
Official Seal
Notary Public – State of Illinois
My Commission Expires Aug 18, 2021

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WITNESS:

1st Witness

2nd Witness

GRANTEE
DAUFUSKIE ISLAND UTILITY COMPANY, INC.

By: _____
(SEAL)
Printed Name: MIKE GUASTELLA
Title: MANAGER

STATE OF ~~SOUTH CAROLINA~~ New Mexico)
COUNTY OF ~~BEAUFORT~~ Bernalillo) Acknowledgement

The foregoing instrument was acknowledged before me by **DAUFUSKIE ISLAND UTILITY COMPANY, INC.** by Mike Guastella, its Manager, this 26 day of October, 2018.

_____ (SEAL)
Notary Public for ~~South Carolina~~ New Mexico

My Commission Expires: 5/22/2021

Printed Name of Notary Public:
Amethyst Williams

[Affix Notary Seal]

OFFICIAL SEAL
AMETHYST WILLIAMS
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 5/22/2021

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WITNESS:

Karose Thomas
1st Witness

J L Moli
2nd Witness

Karose Thomas
1st Witness

J L Moli
2nd Witness

GRANTEES
STEPHEN A. NOLLER
BEVERLY P. NOLLER

Stephen A. Noller
Stephen A. Noller
Printed Name: Stephen A Noller

Beverly P. Noller
Beverly P. Noller
Printed Name: Beverly P Noller

STATE OF ~~SOUTH CAROLINA~~ Georgia)
COUNTY OF ~~BEAUFORT~~ Jones) Acknowledgement

The foregoing instrument was acknowledged before me by **STEPHEN A. NOLLER and BEVERLY P. NOLLER** this 23 day of April, 2018.

(SEAL)
Notary Public for ~~South Carolina~~ Georgia

My Commission Expires: 3-13-22

Printed Name of Notary Public:
Cory Maurer

[Affix Notary Seal]

CORY MAURER
Jones County
My Commission Expires
March 13, 2022

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WITNESS:

GRANTEES
JOHN M. HALWIG
NANCY D. HALWIG

1st Witness

2nd Witness

John M. Halwig
Printed Name: John M. Halwig

1st Witness

2nd Witness

Nancy D. Halwig
Printed Name: Nancy D. Halwig

STATE OF ~~SOUTH CAROLINA~~ Georgia)
)
COUNTY OF ~~BEAUFORT~~ Fulton)

Acknowledgement

The foregoing instrument was acknowledged before me by **JOHN M. HALWIG and NANCY D. HALWIG** this 27th day of April, 2018.

(SEAL)
Notary Public ~~for South Carolina~~

My Commission Expires:

Printed Name of Notary Public:

[Affix Notary Seal]

LORIS THOMPSON NOTARY PUBLIC GEORGIA JUNE 28, 2020 DOUGLAS COUNTY

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EXHIBIT A

Grantor Property Description
Burdened Property

The real property which is the subject of this Easement Agreement is a portion of that certain property conveyed by FIG DAFAUSKIE 1, LLC to REDFISH HOLDINGS, LLC on February 13, 2018 in Book 3643, Pages 3261 – 3272 in the Register of Deeds for Beaufort County, South Carolina. Said property having a TMS Number of R800-025-000-001A-0000-00, as may be shown in reference to such Tax Map in the official records of Beaufort County, and on that certain plat entitled "Plat Of A Portion Of Melrose Plantation Known As The Melrose Club Property" prepared by Gifford, Neilson & Williams, Matthew M. Crawford, SC RLS Number 9756, dated April 26, 1988, last revised August 29, 1988 and recorded in the Office of the Register of Deeds of Beaufort County, South Carolina in Plat Book 35 at Page 245. The portion of said property subject to this Easement Agreement is more clearly shown on Exhibit B of this instrument.

EXHIBIT B

Utility Easement Area

The Utility Easement Area is that certain area shown and described on a Plat by Thomas & Hutton, entitled Water and Sewer Plan, Sheet C2.1, for Dr. Halwig and Ms. Noller and dated May 6, 2017. The dimensions of the Easement Area proceeds from Martinangel Road between the 16th green of the Melrose Club Golf Course and the 17th tee of the Melrose Club Golf Course to a point on Driftwood Cottage Lane and being approximately 25 feet wide as shown on the above-referenced Plat, which plat is attached hereto and made a part hereof.

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EXHIBIT C

Benefited Property Description

Halwig Exhibit C – TMS No.: R800-025-000-0097-0000 – ALL that certain piece, parcel or lot of land situate, lying and being on Daufuskie Island, Beaufort County, South Carolina, and being a part of the Melrose Plantation, said parcel being more particularly shown and designated as LOT NUMBER THREE (3) on a plat thereof dated September 18, 2001, recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 103 at Page 194, as revised.

Halwig Exhibit C – TMS No.: R800-025-000-0039-0000 – ALL that certain piece, parcel or tract of land lying and being on Daufuskie Island, Beaufort County, South Carolina, and being a part of Melrose Plantation, which parcel is more particularly shown and designated as LOT NUMBER ONE (1) on a plat prepared by William S. Saunders, SCRLS # 16122, dated September 18, 2001, as revised, which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on January 10, 2005, in Plat Book 103 at Page 194.

Halwig Exhibit C – TMS No.: R800-025-000-0096-0000 – ALL that certain piece, parcel or tract of land lying and being on Daufuskie Island, Beaufort County, South Carolina, and being a part of Melrose Plantation, which parcel is more particularly shown and designated as LOT NUMBER TWO (2) on a plat prepared by William S. Saunders, SCRLS # 16122, dated September 18, 2001, as revised which was recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on January 10, 2005, in Plat Book 103 at Page 194.

Halwig Exhibit C – TMS No.: R800-025-000-0021-0000 – ALL that certain piece, parcel or lot of land of land situate, lying and being on Daufuskie Island, County of Beaufort, South Carolina, which is more particularly described as 1.82 Acres, more or less, and containing 79,199 square feet, on the plat entitled "A Boundary Recombination Survey of Lots 26, 27 & 28 Into 1 Lot, Shown as Outparcels Accessed by a 20' Easement on Driftwood Cottage Lane, Melrose Plantation, Daufuskie Island, Beaufort County, South Carolina," dated September 18, 2001, prepared by William S. Saunders, PLS #16122, and which is recorded in Plat Book 129 at Page 107. Said property was formerly shown as Lots 26, 27, and 28 on the subdivision plat prepared by Civil Engineering of Columbia, dated July 20, 1978, which is recorded in Record Book 293 at Page 16.

Noller Exhibit C – TMS No.: R800-025-000-0090-0000 – ALL that certain piece, parcel or lot of land situate, lying and being in Melrose on DAUFUSKIE ISLAND, Beaufort County, South Carolina, shown and described as Lot 11, on a plat thereof prepared by Matthew M. Crawford, S.C. R.L.S. #9756, said plat dated the 6th day of November, 1986, revised the 6th day of January, 1987, and recorded in the Office of the Register of Mesne Conveyances for Beaufort County, South Carolina, in Plat Book 34 at Page 116. For a more detailed description as to location, courses, metes, bounds, distances, etc., reference may be had to said recorded plat.

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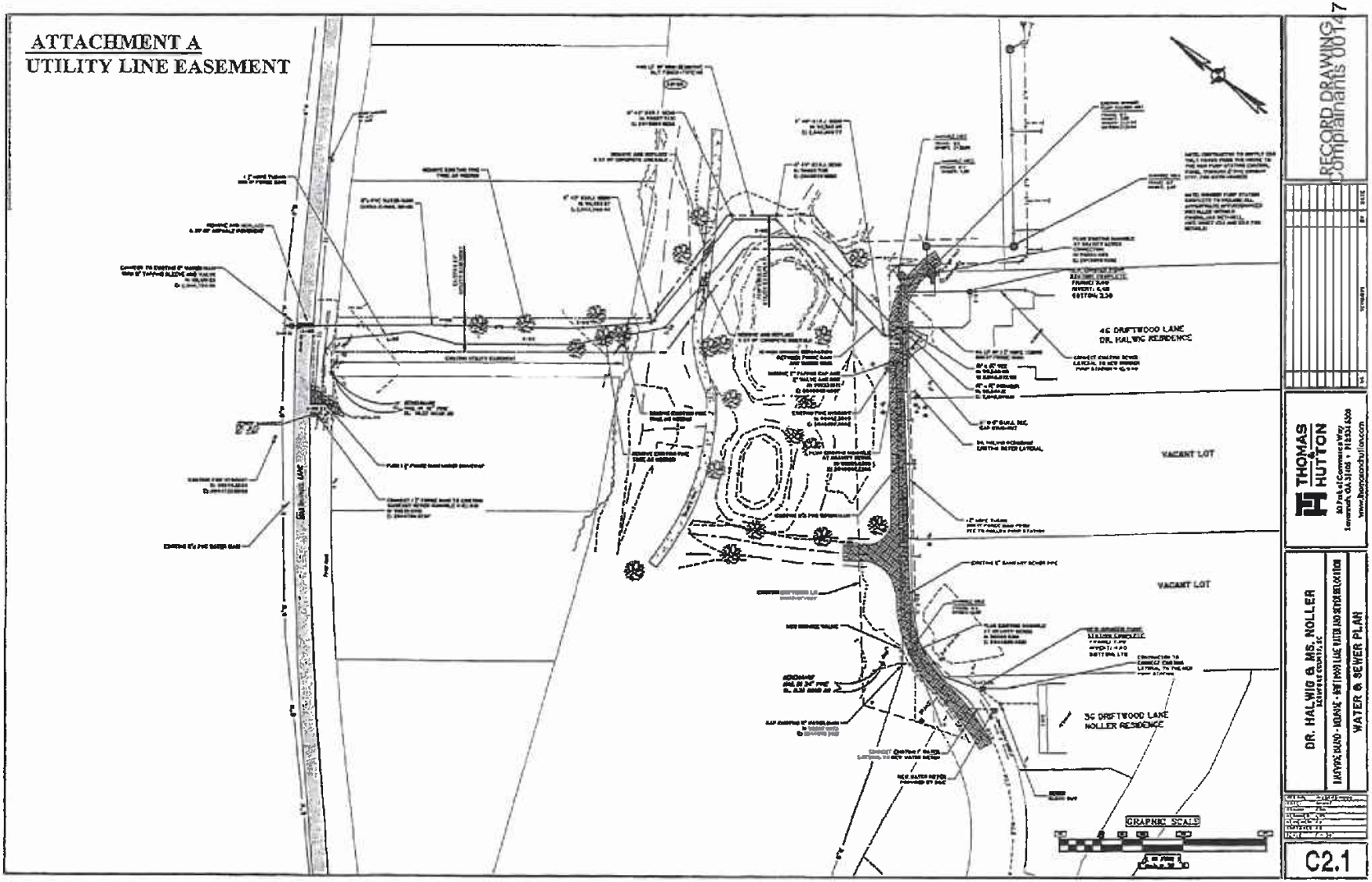
ATTACHMENT A
UTILITY LINE EASEMENT



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Jack Smith

From:	Thomas P. Gressette, Jr. <Gressette@WGFLLAW.com>
Sent:	Monday, October 29, 2018 4:17 PM
To:	Jack Smith
Cc:	Trenholm Walker
Subject:	Addendum and Exhibits
Attachments:	Addendum and Release 10-29-2018.pdf; EXHIBIT A-G (Addendum to Customer Service Agreement).pdf

Jack:
Attached is an Addendum to the Customer Service Agreement which I drafted to include all relevant documents as exhibits. That way the parties will each have a complete set. Some copies are not great, but I will remedy that -- I just wanted to be sure you had a copy of the exhibits.

I also have the signed original easement page in hand, so we are set on that item as well.

Let me know if you have any questions or if you want to discuss.

Thanks!

Tom

WALKER GRESSETTE FREEMAN LINTON LLC
STRATEGIC. BOLD LAWYERING.

THOMAS P. GRESSETTE, JR.
843.727.2249 direct
Gressette@WGFLLAW.com

PO Box 22167, Charleston, SC 29413
66 Hasell Street, Charleston, SC 29401

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ADDENDUM TO CUSTOMER SERVICE AGREEMENT

WHEREAS, Michael Halwig, Nancy Halwig, Beverly Noller and Stephen Noller (together the "Customers") and Daufuskie Island Utility Company, Inc. ("DIUC") entered into a Customer Service Agreement ("CSA") (copy attached hereto as **Exhibit A**);

WHEREAS, pursuant to the CSA, the Customers caused to be installed certain water mains and facilities ("Project Mains" as referenced in the CSA);

WHEREAS, the Project Mains includes the Curb Stops and Meters installed by DIUC but does not include any items located on the premises owned by the Customers (the Premises");

WHEREAS, the Customers represent to the best of their knowledge that the Project Mains comply with all applicable laws, ordinances, rules, regulations and lawful orders of governmental authorities;

WHEREAS, the Customers have provided DIUC with an acknowledged bill of sale transferring the Project Mains to DIUC (copy attached hereto as **Exhibit B**);

WHEREAS, the Customers and DIUC wish to enter into this Addendum to the CSA in order to clarify the obligations between them pursuant to the CSA and to resolve all issues between them so as to avoid the costs of and delays associated with having disputed issues resolved by litigation, mediation, arbitration, or other complaint procedures or processes;

WHEREAS, the Drawings of Record/As-Built Drawings (copy attached hereto as **Exhibit C**), depict the newly installed Project Mains to be owned, operated, and maintained by DIUC and also depict certain items located on the Customers' property which will remain the property of and responsibility of the Customers;

WHEREAS, pursuant to NARUC prescribed Uniform System of Accounts, when DIUC incorporates the Project Mains into its system it will book the cost of the Project Mains as

Contributions In Aid Of Construction;

WHEREAS, pursuant to the recent Tax Cuts and Jobs Act, DIUC will incur a tax liability at a rate of $33.24 for every $100.00 of the amount booked as Contributions In Aid Of Construction;

WHEREAS, pursuant to Paragraph 3 of the CSA, the Customers have provided invoices (copies attached hereto as **Exhibit D**) for costs associated with the Project Mains as follows:

PINCO	$ 69,337.72 [1]
Thomas and Hutton	$ 39,346.35
Joe Davis	$ 2,650.00
Sea Island Land Survey	$ 1,300.00
SC DHEC	$ 250.00
Transportation Costs	$ 70.00
TOTAL	$ 112,954.07

WHEREAS, DIUC has provided the Owners with a statement from its legal counsel (copy attached hereto as **Exhibit E**)[2] indicating that DIUC has incurred legal costs of $3,900.00 related to the matters contained in the CSA;

WHEREAS, DIUC has provided the Owners with a statement (copy attached hereto as **Exhibit F**) indicating that DIUC incurred ferry transportation costs of $70.00 for the Customers' engineer Fred Sororian; and

WHEREAS, as a result of incorporating the Project Mains into its utility plant in service, DIUC will incur a tax obligation of $37,545.93, which is equal to 33.24% of $112,954.07.

THEREFORE, in order to resolve all questions as to the obligations of the Owners and DIUC pursuant to the CSA, the Owners and DIUC agree:

---

[1] Supplemental Schedule from Pinco totaling $76,487.72 less $7,150.00 for Items 6 and 7 which will remain the property and responsibility of the Customers.

[2] The Customers and DIUC agree that production of the invoice does not constitute a waiver of any work product protections or the attorney-client privilege.

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1. The Customers shall pay to DIUC $3,900.00 for legal costs and $37,545.93 for taxes incurred. Said payment shall be made by cashiers check payable to Daufuskie Island Utility Company, Inc. and delivered to: Thomas P. Gressette, Jr., Esq., Walker Gressette Freeman & Linton, LLC, 66 Hasell Street, Charleston, SC 29401.

2. The Customers will withdraw and release any and all claims and complaints they have asserted or may assert against DIUC in regard to the installation of the Project Mains, including but not limited to, those issues raised by letter from Newman Jackson Smith, Esq. to Chad Campbell dated September 11, 2018 (copy attached hereto as **Exhibit G**).

IT IS SO AGREED THIS _____ DAY OF OCTOBER, 2018.

_____ Witness	_____ **Stephen A. Noller** Date: _____
_____ Witness	_____ **Beverly P. Noller** Date: _____
_____ Witness	_____ **John M. Halwig** Date: _____
_____ Witness	_____ **Nancy D. Halwig** Date: _____
_____ Witness	**Daufuskie Island Utility Co., Inc.** Signed: _____ Printed Name: _____ Title: _____ Date: _____

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ADDENDUM TO CUSTOMER SERVICE AGREEMENT

EXHIBIT A

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Daufuskie Island Utility Company, Inc.

725 N. Hwy A1A, Suite B103, Jupiter, FL 33477
888-635-7878

BY EMAIL

January 30, 2018

Ms. Bev Noller
36 Driftwood Cottage Ln
Daufuskie Island, SC 29915

Dr. Michael Halwig
46 Driftwood Cottage Ln
Daufuskie Island, SC 29915

RE: Customer Service Agreement for Customers located at
36 & 46 Driftwood Cottage Lane

This Customer Agreement is necessary because of severe and continuous storm and tidal ocean erosion that destroyed the section of road located between 22 and 33 Driftwood Cottage Ln, containing Daufuskie Island Utility Company's ("DIUC") water and sewer facilities. Because these facilities could not be replaced as originally designed, DIUC is unable to provide service to customers located at 36 & 46 Driftwood Cottage Ln ("Customers"). As an alternative, DIUC provided Customers with a "Letter of Intent" to serve the customers by connecting to existing mains along Martinangel Ln. and install new mains and facilities ("Project Mains") through the Melrose Golf course to the Customers premises.

DIUC will serve Customers under the following terms of this agreement:

1. In order to protect other customers from sharing in the cost responsibility, it would be the responsibility of the affected Customers to have the Project Mains installed in accordance with the plans they solicited from Thomas & Hutton, at their cost.
2. The installation of the Project Mains must comply with all applicable laws, ordinances, rules, regulations and lawful orders of governmental authorities, and approved by DIUC.
3. Customers will provide DIUC with the following documents: written approval by the owners of the Melrose golf course for the Project Mains installation; easements of sufficient width for the perpetual access to repair, replace and maintain the Project Mains, invoices pertaining to all costs incurred including but not limited to, engineering, permitting and construction.
4. Upon completion of the Project Mains installation, Customers must submit detailed "as built" drawings prepared by a licensed surveyor.
5. Upon Completion of the Project Main, Customers will provide DIUC with an acknowledged bill of sale transferring them to DIUC, and they shall be and remain the property of DIUC and its heirs and successors, and will be treated as contributed for rate setting purposes.
6. The Customers shall not for any reason be entitled to any refunds with respect to the Project Mains or any future extension or use of those facilities.

Under the circumstances of the need for this agreement, there will be no charge for administrative fees. Upon execution of this agreement and compliance with its provisions, service will be connected to Customers premises.

GUASTELLA ASSOCIATES, LLC
Manager of DIUC,

Mike J. Guastella
Vice President- Operations

Ms. Bev Noller

Dr. Michael Halwig

Cc: Willie Morgan
Chad Campbell

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Under the circumstances of the need for this agreement there will be no charge for administrative fees. Upon execution of this agreement and compliance with its provisions, service will be connected to Customers premises.

GUASTELLA ASSOCIATES, LLC
Manager of DJUC,

Mike J. Guastella
Vice President- Operations

Ms. Bev Noller

Dr. Michael Halwig 2/1/18

Cc: Willie Morgan
Chad Campbell

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ADDENDUM TO CUSTOMER SERVICE AGREEMENT

EXHIBIT B

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BILL OF SALE OF WATER AND WASTEWATER EQUIPMENT

John M. Halwig and Nancy D. Halwig and Stephen A. Noller and Beverly P. Noller ("Grantors"), for and in consideration of the sum of FIVE AND NO/100 ($5.00) DOLLARS to it in hand paid at and before the sealing of these presents, by the DAUFUSKIE ISLAND UTILITY CORPORATION, INC. ("DIUC" or "Grantee"), (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said DIUC their right, title, and interest in and to the following described water and wastewater equipment, to wit:

The equipment, including but not limited to all piping, conduit and other materials, used for water and wastewater transportation and treatment serving the residences owned by Grantors at 36 and 46 Driftwood Cottage Lane, Daufuskie Island, South Carolina, as is more particularly shown and depicted on the plans and specifications prepared by Thomas & Hutton Engineering, bearing the date of May 17, 2017, installed by PINCO, Inc. in July, August and September 2018. Attached is the detailed list of all tangible components and of payments for such components and services related to installation.

By acceptance of this water and wastewater equipment Grantee assumes all responsibility for the maintenance and repair of said equipment in the normal course of providing its water and wastewater services to the Grantors' properties.

Whereby we put our hands and seals this 9 day of Oct., 2018.

36 Driftwood Cottage Lane, Daufuskie Island, SC

Stephen A Noller Stephen A Noller

Stephen A. Noller

Beverly P Noller

Beverly P. Noller

46 Driftwood Cottage Lane, Daufuskie Island, SC

_____

John M. Halwig

_____

Nancy D. Halwig

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BILL OF SALE OF WATER AND WASTEWATER EQUIPMENT

John M. Halwig and Nancy D. Halwig and Stephen A. Noller and Beverly P. Noller ("Grantors"), for and in consideration of the sum of FIVE AND NO/100 ($5.00) DOLLARS to it in hand paid at and before the sealing of these presents, by the DAUFUSKIE ISLAND UTILITY CORPORATION, INC. ("DIUC" or "Grantee"), (the receipt whereof is hereby acknowledged) have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said DIUC their right, title, and interest in and to the following described water and wastewater equipment, to wit:

The equipment, including but not limited to all piping, conduit and other materials, used for water and wastewater transportation and treatment serving the residences owned by Grantors at 36 and 46 Driftwood Cottage Lane, Daufuskie Island, South Carolina, as is more particularly shown and depicted on the plans and specifications prepared by Thomas & Hutton Engineering, bearing the date of May 17, 2017, installed by PINCO, Inc. in July, August and September 2018. Attached is the detailed list of all tangible components and of payments for such components and services related to installation.

By acceptance of this water and wastewater equipment Grantee assumes all responsibility for the maintenance and repair of said equipment in the normal course of providing its water and wastewater services to the Grantors' properties.

Whereby we put our hands and seals this 10th day of [illegible] 2018.

36 Driftwood Cottage Lane, Daufuskie Island, SC

_____

Stephen A. Noller

_____

Beverly P. Noller

46 Driftwood Cottage Lane, Daufuskie Island, SC

_____

John M. Halwig

_____

Nancy D. Halwig

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Supplemental Schedule

PINCO

Period Thru: August 28, 2018

Melrose. 36 & 46 Driftwood Cottage Lane

Pay Request No 03-F

Line Item	DESCRIPTION	Contract Quantity	Unit Price	Total Price	This Month Quantity	This Month $ Amount	Previous Quantity	Previous $ Amount	To Date Quantity	To Date $ Amount	Percent Complete
1	Mobilization / DeMobilization	Lump Sum	$ 11,700.00	$ 11,700.00	0	$ -	1	$ 11,700.00	1	$ 11,700.00	100.00%
2	Erosion Control	Lump Sum	$ 1,200.00	$ 1,200.00	0	$ -	1	$ 1,200.00	1	$ 1,200.00	100.00%
3	8" PVC water Main	507	$ 29.58	$ 14,997.06	0	$ -	533	$ 15,766.14	507	$ 14,997.06	100.00%
4	1.5" HDPE Force Main	550	$ 12.55	$ 6,902.50	0	$ -	542	$ 6,802.10	550	$ 6,902.50	100.00%
5	1.25" HDPE Force Main	360	$ 15.14	$ 5,450.40	0	$ -	346	$ 5,238.44	360	$ 5,450.40	100.00%
~~6~~	~~2 Grinder Station Installation~~	~~Lump Sum~~	~~$ 4,600.00~~	~~$ 4,600.00~~	~~0~~	~~$ -~~	~~1~~	~~$ 4,600.00~~	~~1~~	~~$ 4,600.00~~	~~100.00%~~
~~7~~	~~Connect 2 grinder stations to lateral~~	~~Lump Sum~~	~~$ 2,550.00~~	~~$ 2,550.00~~	~~0~~	~~$ -~~	~~1~~	~~$ 2,550.00~~	~~1~~	~~$ 2,550.00~~	~~100.00%~~
8	Cap Existing Sewers	1	$ 900.00	$ 900.00	0	$ -	1	$ 900.00	1	$ 900.00	100.00%
9	Cap Existing 8" Water Main	1	$ 1,150.00	$ 1,150.00	0	$ -	1	$ 1,150.00	1	$ 1,150.00	100.00%
10	Connect 2.5" FM to Ext. MH	1	$ 2,300.00	$ 2,300.00	0	$ -	1	$ 2,300.00	1	$ 2,300.00	100.00%
11	Connect new 8" to existing WtrMain	1	$ 6,600.00	$ 6,600.00	0	$ -	1	$ 6,600.00	1	$ 6,600.00	100.00%
12	Electrical Connection	1	$ 7,000.00	$ 7,000.00	0	$ -	1	$ 7,000.00	1	$ 7,000.00	100.00%
	Sub Total	-	$ -	$ 65,349.00		$ -		$ 65,806.68	0	$ 65,350.00	
	Change Order 01	-	$ -	$ -		$ -		$ -	0	$ -	
1	Re_connect sewer line	LS	$ 875.00	$ 875.00	0	$ -	1	$ 875.00	1	$ 875.00	100.00%
2	Connect waterline	LS	$ 1,275.00	$ 1,275.00	0	$ -	1	$ 1,275.00	1	$ 1,275.00	100.00%
3	Re-mobilze and De-Mobilize	LS	$ 4,310.00	$ 4,310.00	0.25	$ 1,077.50	0.75	$ 3,232.50	1	$ 4,310.00	100.00%
4	Added Legal Fees	3	$ 300.00	$ 900.00	0	$ -	3.2	$ 960.00	3	$ 900.00	100.00%
5	Re-Excavate pipe ends	LS	$ 1,670.00	$ 1,670.00	0	$ -	1	$ 1,670.00	1	$ 1,670.00	100.00%
6	Continue Search & Full Flush	LS	$ 1,625.00	$ 1,625.00	0	$ -	1	$ 1,625.00	1	$ 1,625.00	100.00%
	Sub-Total			$ 10,655.00		$ 1,077.50		$ 9,637.50	0	$ 10,655.00	100.00%
						$ -		$ -	0	$ 76,005.00	
	Summary Change Order 02	LS	$ 483.72	$ 483.72		$ 483.72		$ -	0	$ 483.72	100%
	TOTAL			$ 76,487.72		$ 1,077.50		$ 75,444.18	0	$ 76,488.72	

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ADDENDUM TO CUSTOMER SERVICE AGREEMENT

EXHIBIT C

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SEWER LEGEND

DESCRIPTION	EXISTING	PROPOSED
[illegible]	[illegible]	[illegible]

EROSION CONTROL LEGEND

DESCRIPTION	EXISTING	PROPOSED
[illegible]	[illegible]	[illegible]

WATER LEGEND

DESCRIPTION	EXISTING	PROPOSED
[illegible]	[illegible]	[illegible]

DRAINAGE LEGEND

DESCRIPTION	EXISTING	PROPOSED
[illegible]	[illegible]	[illegible]

OTHER UTILITIES LEGEND

DESCRIPTION	EXISTING
[illegible]	[illegible]

ABBREVIATIONS

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GENERAL INFORMATION

[illegible]

PREPARED FOR:
DR. HALWIG & MS. NOLLER
[illegible]
DISTINCTIVE ISLAND, SC [illegible]

RECORD DRAWING

THOMAS HUTTON

DR. HALWIG & MS. NOLLER

GENERAL NOTES AND INDEX

G1.1

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DAUFUSKIE ISLAND - MELROSE - DRIFTWOOD LANE WATER AND SEWER RELOCATION RECORD DRAWING

BEAUFORT COUNTY, SC

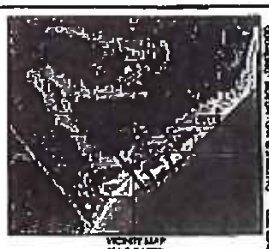
PREPARED FOR:
DR. HALWIG & MS. NOLLER
46 & 36 DRIFTWOOD LANE

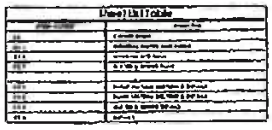
AUGUST 2018

J-26606.0000

PREPARED BY:

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting





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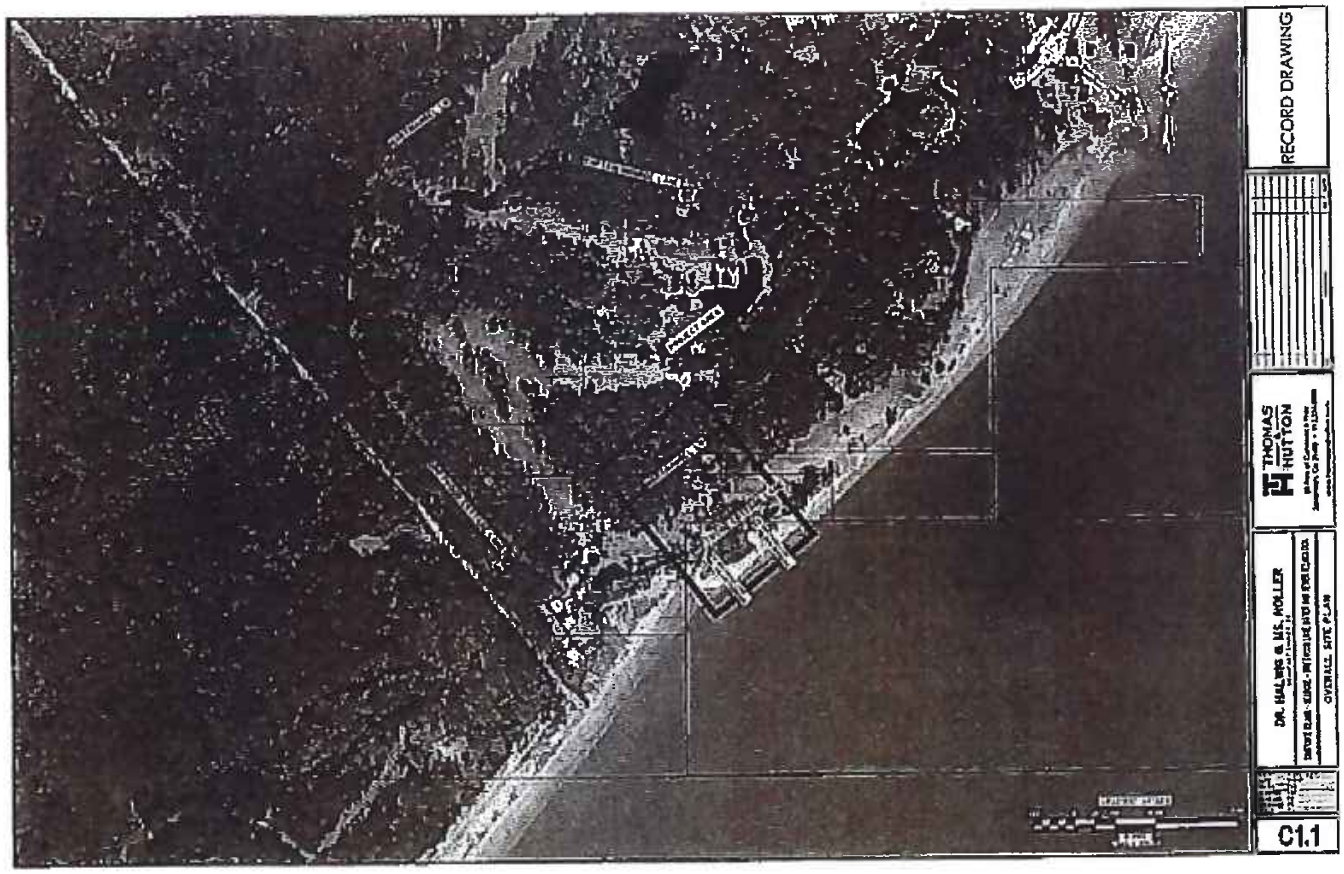
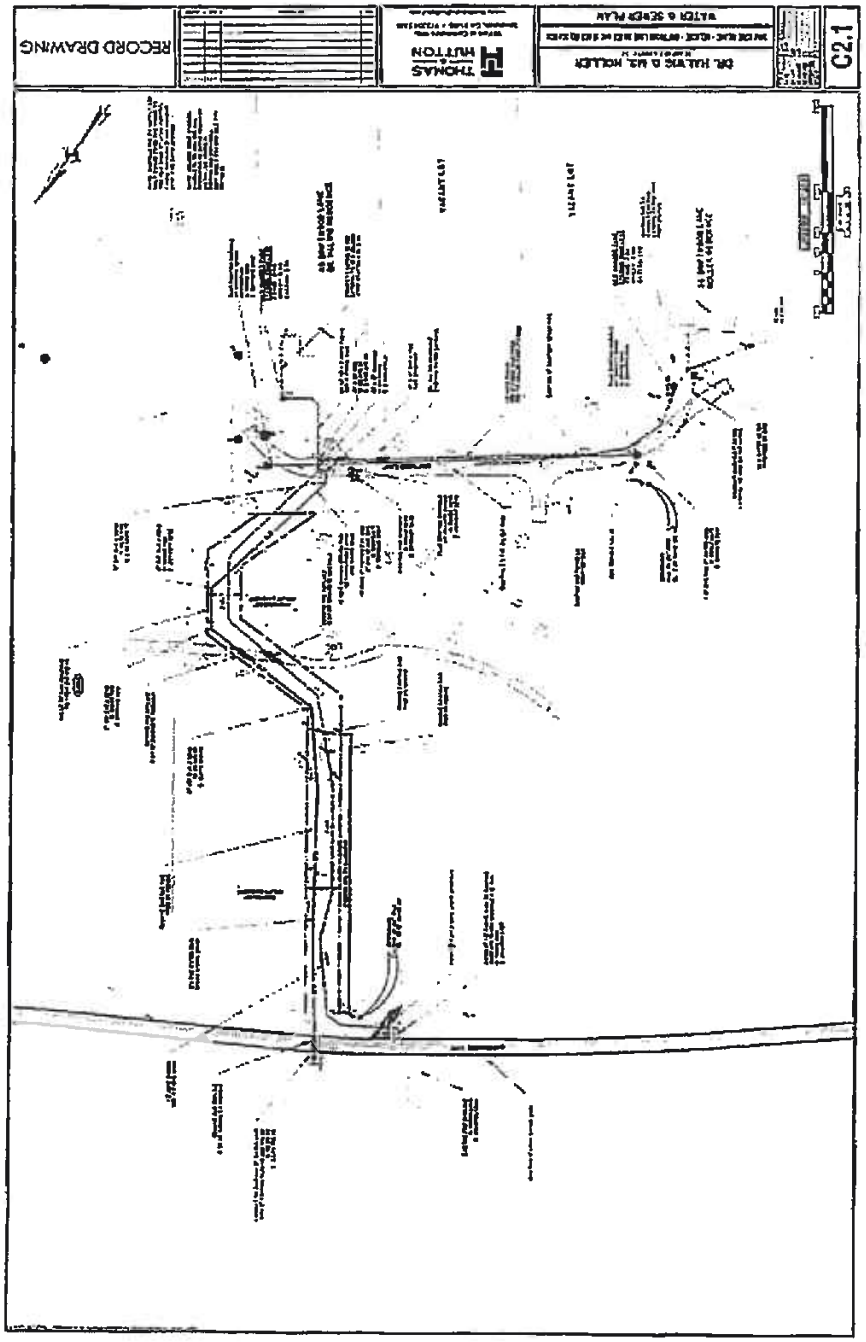

RECORD DRAWING
THOMAS HUTTON
C1.1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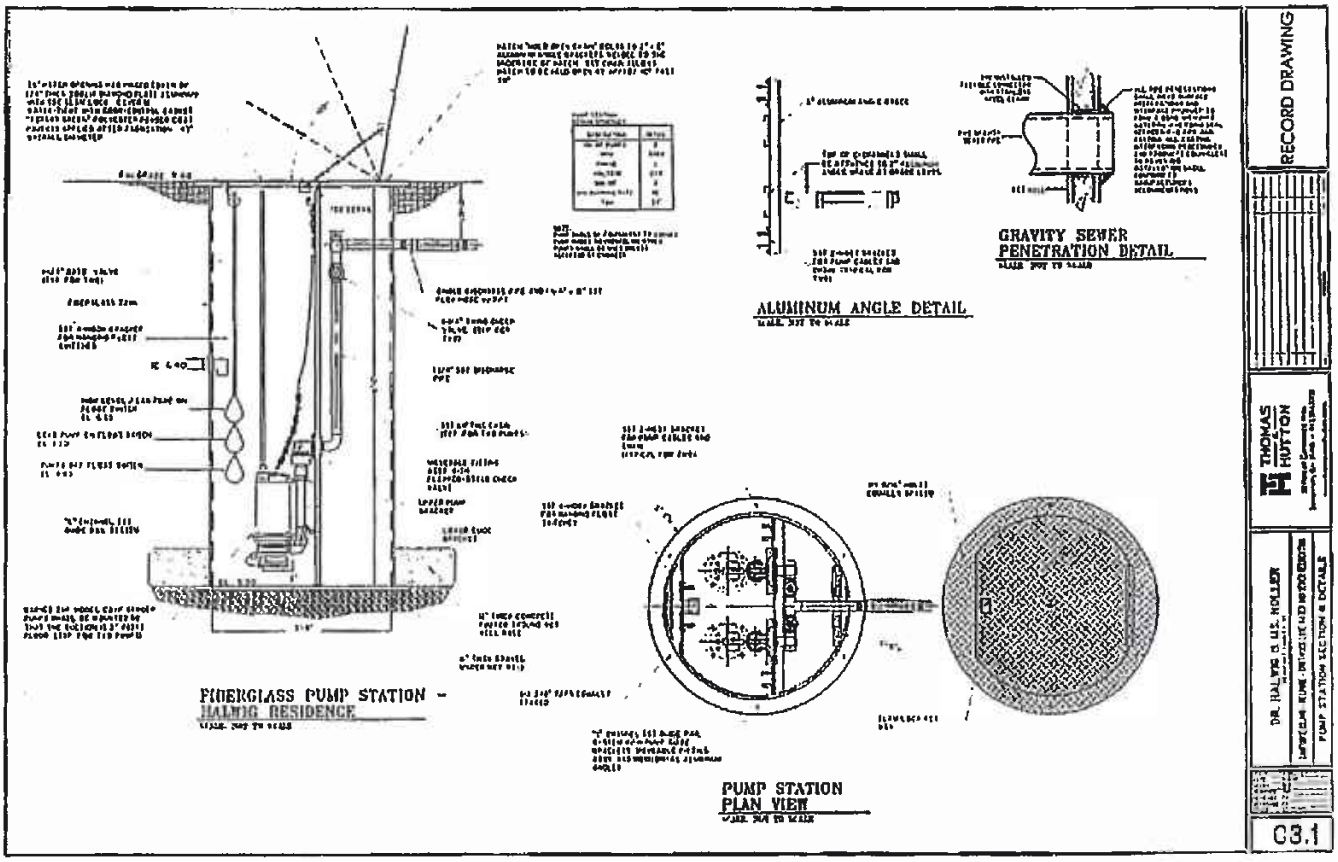

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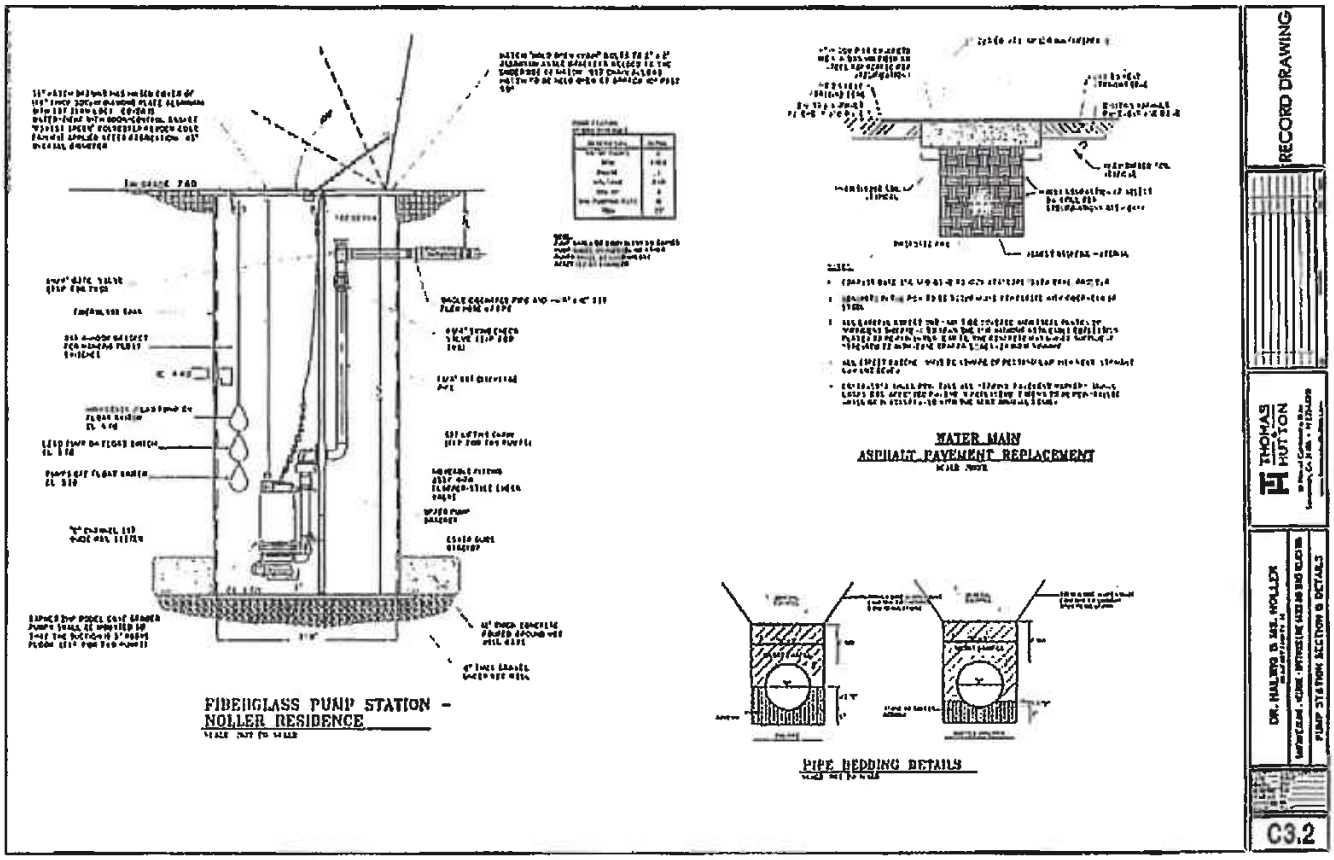

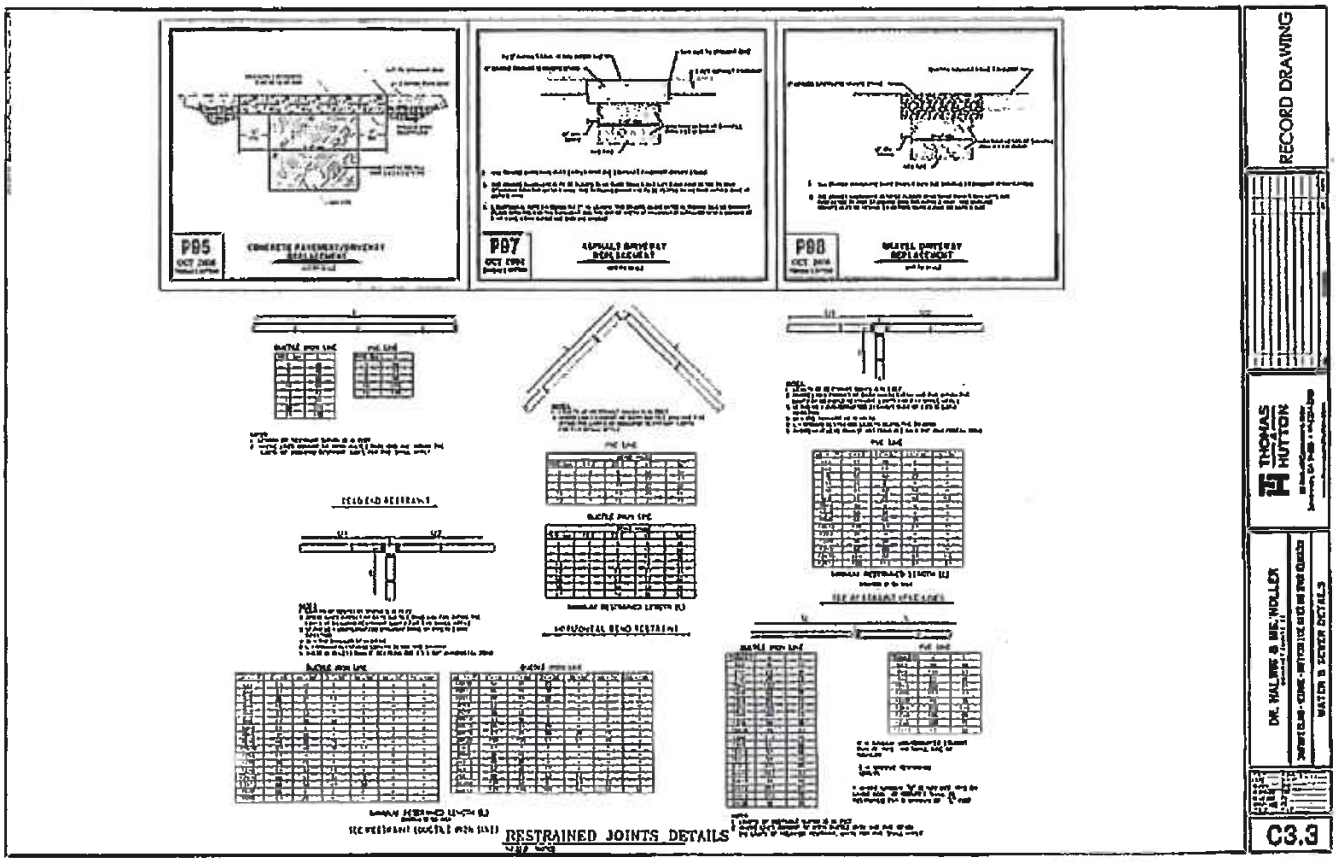
RECORD DRAWING
THOMAS HUTTON
DR. HALPIN & MR. NOLLER
WATER & SEWER DETAILS
C3.3
RESTRAINED JOINTS DETAILS

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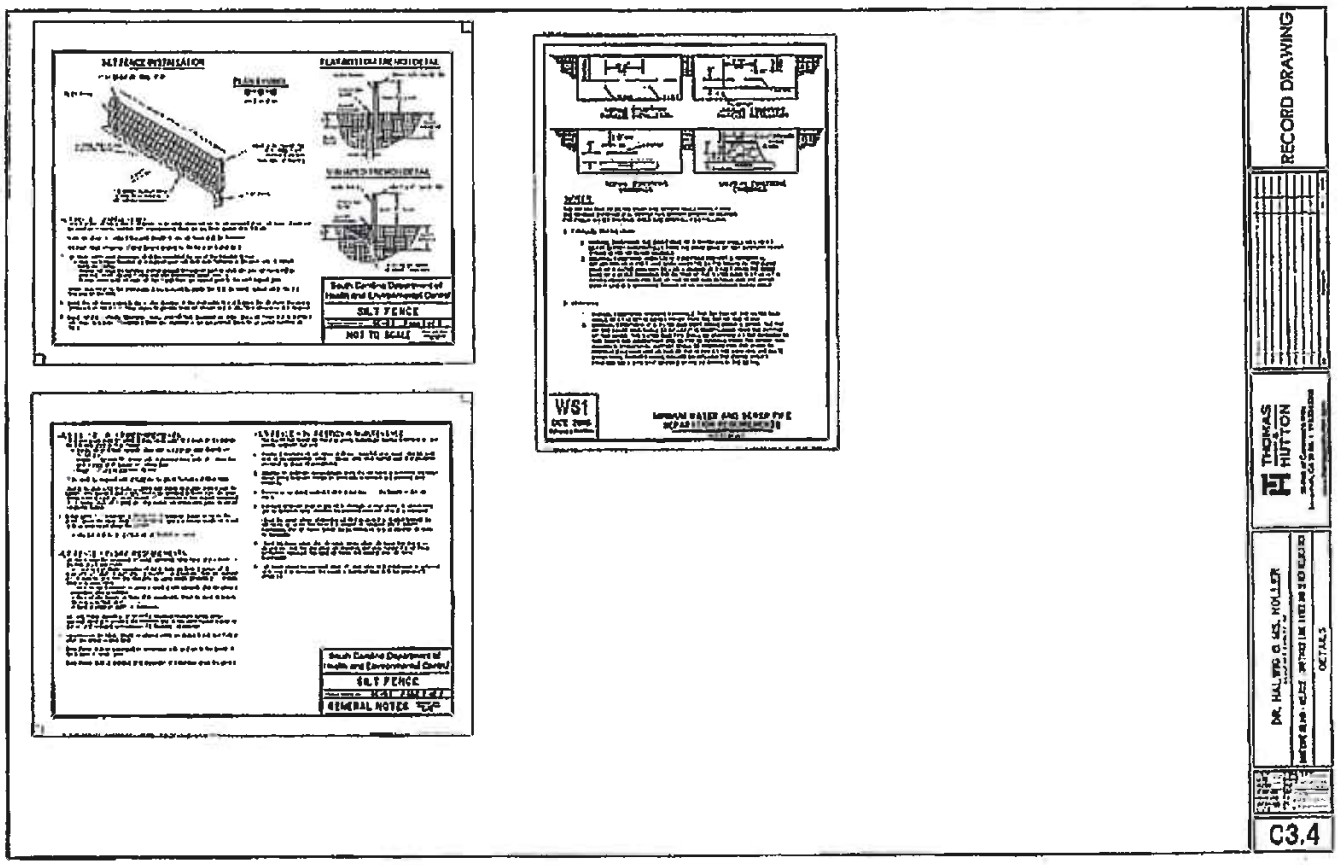

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ADDENDUM TO CUSTOMER SERVICE AGREEMENT

EXHIBIT D

Supplemental Schedule

PINCO

Period Thru August 28, 2018

Melrose, 36 & 46 Driftwood Cottage Lane

Pay Request No 03-F

Line Item	DESCRIPTION	Contract Quantity	Unit Price	Total Price	This Month Quantity	This Month $ Amount	Previous Quantity	Previous $ Amount	To Date Quantity	To Date $ Amount	Percent Complete	
1	Mobilization / DeMobilization	Lump Sum	$ 11,700.00	$ 11,700.00	0	$ -	1	$ 11,700.00	1	$ 11,700.00	100.00%	
2	Erosion Control	Lump Sum	$ 1,200.00	$ 1,200.00	0	$ -	1	$ 1,200.00	1	$ 1,200.00	100.00%	
3	8" PVC water Main	507	$ 29.58	$ 14,997.06	0	$ -	533	$ 15,766.14	507	$ 14,997.06	100.00%	$ -
4	1.5" HDPE Force Main	550	$ 12.55	$ 6,902.50	0	$ -	542	$ 6,802.10	550	$ 6,902.50	100.00%	$
5	1.25" HDPE Force Main	360	$ 15.14	$ 5,450.40	0	$ -	346	$ 5,236.44	360	$ 5,450.40	100.00%	$
~~6~~	~~2 Grinder Stations Installation~~	~~Lump Sum~~	~~$ 4,600.00~~	~~$ 4,600.00~~	~~0~~	~~$ -~~	~~1~~	~~$ 4,600.00~~	~~1~~	~~$ 4,600.00~~	~~100.00%~~	
~~7~~	~~Connect 2 grinder station to lateral~~	~~Lump Sum~~	~~$ 2,550.00~~	~~$ 2,550.00~~	~~0~~	~~$ -~~	~~1~~	~~$ 2,550.00~~	~~1~~	~~$ 2,550.00~~	~~100.00%~~	
8	Cap Existing Sewers	1	$ 900.00	$ 900.00	0	$ -	1	$ 900.00	1	$ 900.00	100.00%	
9	Cap Existing 8" Water-Main	1	$ 1,150.00	$ 1,150.00	0	$ -	1	$ 1,150.00	1	$ 1,150.00	100.00%	
10	Connect 1.5" FM to Ext. MH	1	$ 2,300.00	$ 2,300.00	0	$ -	1	$ 2,300.00	1	$ 2,300.00	100.00%	
11	Connect new 8" to existing WtrMain	1	$ 6,600.00	$ 6,600.00	0	$ -	1	$ 6,600.00	1	$ 6,600.00	100.00%	
12	Electrical Connection	1	$ 7,000.00	$ 7,000.00	0	$ -	1	$ 7,000.00	1	$ 7,000.00	100.00%	
	Sub Total	-	$ -	$ 65,349.00		$ -		$ 65,806.68	0	$ 65,350.00		
	Change Order 01	-	$ -	$ -		$ -		$ -	0	$ -		
1	Re_connect sewer line	LS	$ 875.00	$ 875.00	0	$ -	1	$ 875.00	1	$ 875.00	100.00%	
2	Connect waterline	LS	$ 1,275.00	$ 1,275.00	0	$ -	1	$ 1,275.00	1	$ 1,275.00	100.00%	
3	Re-mobilze and De-Mobilize	LS	$ 4,310.00	$ 4,310.00	0.25	$ 1,077.50	0.75	$ 3,232.50	1	$ 4,310.00	100.00%	
4	Added Legal Fees	3	$ 300.00	$ 900.00	0	$ -	3.2	$ 960.00	3	$ 900.00	100.00%	
5	Re-Excavate pipe ends	LS	$ 1,670.00	$ 1,670.00	0	$ -	1	$ 1,670.00	1	$ 1,670.00	100.00%	
6	Continue Search & Full Flush	LS	$ 1,625.00	$ 1,625.00	0	$ -	1	$ 1,625.00	1	$ 1,625.00	100.00%	
	Sub-Total			$ 10,655.00		$ 1,077.50		$ 9,637.50	0	$ 10,655.00	100.00%	
						$ -		$ -	0	$ 76,005.00		
	Summary Change Order 02	LS	$ 483.72	$ 483.72		$ 483.72			0	$ 483.72	100%	$ -
						$ -		$ -	0	$ -		
	TOTAL			$ 76,487.72		$ 1,077.50		$ 75,444.18	0	$ 76,488.72		

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THOMAS & HUTTON

50 PARK OF COMMERCE WAY | POST OFFICE BOX 2727
SAVANNAH, GA 31402-2727 | 912.234.5300
WWW.THOMASANDHUTTON.COM

October 11, 2018

Dr. Halwig /Ms. Beverly Noller
305 Tenth Street NE
Atlanta, GA 30309

Re: Daufuskie Island- Melrose
Driftwood Lane
House # 36- Owned by Ms. Beverly Noller
House # 46- Owned by Dr. Halwig

Professional Services from July 29, through August 25, 2018

Phase:	Description of Work	Contract Budget Amount	Previously Billed/to date	Current Invoice	Balance to complete
0010	General Consulting	$2,000.00	$2000.00	$0.00	$0.00
0470	Topographic Survey	$4,000.00	$4000.00	$0.00	$0.00
0510	Engineering Design	$10,000.00	$10,000.00	$0.00	$0.00
0610	Permits	$7,000.00	$7000.00	$0.00	$0.00
0720	Construction Services	$15,000.00	$9,037.50	$5,962.50	$0.00
0010	Reimbursable Expe.	$3,000.00	$1,256.35	$63.02	$1,680.63
Current Invoice Sub Total		**$41,000.00**	**$33,320.83**	**$6,025.52**	**$1,680.63**

Sincerely,

THOMAS & HUTTON

Fred

Fred Sororian, P.E.
Project Manager

FS/chf

From: Joe Davis <joedavis5958@gmail.com>
To: Mike Halwig <Jmhalwigmd@aol.com>
Subject: Road and cart path repair
Date: Thu, Aug 30, 2018 9:59 am

Invoice
From Joe Davis
To Mike Halwig.
Forum and pour the road and cart path that had to be cut out for water and sewer for the Halwig and Noller houses. Mat. 4 yards of concrete 1400.00. Labor 1250.00. Total 2650.00 Completed on 8/24/18.
Mike please transfer funds to my account. Thanks
Sent from my iPhone

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Sea Island Land Survey, LLC
10 Oak Park Drive, Unit C1
Hilton Head Island, SC 29926

INVOICE #	DUE DATE
1707002	10/7/2018

Accounts not paid by due date are subject to a 1.5% monthly late charge.

BILL TO
John Halwig 305 10th Street NE Atlanta, GA 30309

INVOICE DATE	TERMS	P.O. No.
10/5/2018	Due upon completion	

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
	Portion of Melrose Club Property, Melrose Golf Course, Area between Driftwood Cottage & Martinangel, Daufuskie Island, Beaufort County, South Carolina			
ASB	Asbuilt Survey of newly completed water/ sewer lines.	1	1,050.00	1,050.00
TR	Transport charges to/from Daufuskie Island Ordered by and Prepared for Dr. Halwig	1	250.00	250.00

Thank you for your business. We look forward to serving you again.

Invoice Total	$1,300.00
Payments/Credits	$0.00
Balance Due	**$1,300.00**

Tel: 843-681-3248 Fx: 843-689-3871 Email: sils@sprynet.com

Payee:	SCDHEC OCRM	Check #:	880677
Vendor ID:	37581	Vendor Assigned Customer #:	
		Check Date:	Aug 20/18

Inv #	Inv Date	G/L Acct	Client	Matter	Narrative	Amount	Inv Total
082018	Aug 20/18		054041	09000		$125.00	$250.00
			VENDOR: SCDHEC OCRM INVOICE#: 082018 DATE: 8/20/2018 - 08/20/18 - Water & Sewer Permit Application fee				
			055561	09000		$125.00	
			VENDOR: SCDHEC OCRM INVOICE#: 082018 DATE: 8/20/2018 - 08/20/18 - Water & Sewer Permit Application fee				
					Invoice Totals:	$250.00	$250.00

hand-delivered 8-21-18 —KKarlsm

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ADDENDUM TO CUSTOMER SERVICE AGREEMENT

EXHIBIT E

WALKER
GRESSETTE
FREEMAN
LINTON LLC

G. Trenholm Walker
Thomas P. Gressette, Jr.
Ian W. Freeman
John P. Linton, Jr.
Charles P. Summerall, IV

THOMAS P. GRESSETTE, JR.
Direct: 843.727.2249
Email: Gressette@WGFLLAW.com

Statement of Attorney Fees

During the period from July 2, 2018 through October 20, 2018, I performed legal work for Daufuskie Island Utility Company, Inc. (DIUC) regarding the installation, permitting, and sale to DIUC of certain water mains and facilities ("Project Mains") installed by Michael Halwig, Nancy Halwig, Beverly Noller and Stephen Noller.

The Project Mains are located within the DIUC service area on Daufuskie Island, South Carolina.

During the aforementioned period, DIUC has incurred attorney fees totaling $3,900.00 for my services.

/s/ Thomas P. Gressette, Jr.
Thomas P. Gressette, Jr.
Member
Walker Gressette Freeman & Linton, LLC

October 20, 2018
Charleston, South Carolina

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ADDENDUM TO CUSTOMER SERVICE AGREEMENT

EXHIBIT F

Sorrelan, Mr.

Thu	8/9/2018	In	10:27AM	1	HHI FERRY READER IN 1
Thu	8/9/2018	In	10:27AM	1	HHI FERRY READER IN 1
Thu	8/9/2018	Out	12:37PM	1	DI FERRY FIXED READER
Thu	8/9/2018	Out	12:37PM	1	DI FERRY FIXED READER

Sorrelan, Fred

Thu	8/2/2018	In	10 26AM	1	HHI FERRY READER IN 1
Thu	8/2/2018	Out	12 36PM	1	DI FERRY FIXED READER

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HAIG POINT
— DAUFUSKIE ISLAND —

Haig Point
10 Haig Point Circle
Hilton Head Island, SC 29928
(800) 686-3441

STATEMENT

ACCOUNT NO	STATEMENT DATE
2800	08/31/2018

BALANCE DUE*
$2,315.60

AMOUNT PAID

Daufuskie Island Utility
P.O. Box 360

Northborough, MA 01532

Please detach and return top portion with payment

DATE	REFERENCE	DESCRIPTION	AMOUNT	SVC CHG	TAX	TOTAL
		Balance Forward				$2,691.54
8/1/18	160689	Marine	70.00	0.00	0.00	$70.00
8/1/18	161453	Marine	35.00	0.00	0.00	$35.00
8/2/18	161333	Marine	175.00	0.00	0.00	$175.00
8/3/18	160832	Marine	105.00	0.00	0.00	$105.00
8/4/18	160973	Marine	70.00	0.00	0.00	$70.00
8/6/18	161097	Lodging Member Services	15.00	0.00	0.00	$15.00
8/6/18	161199	Marine	105.00	0.00	0.00	$105.00
8/7/18	161409	Marine	35.00	0.00	0.00	$35.00
8/8/18	161514	Marine	70.00	0.00	0.00	$70.00
8/9/18	161913	Marine	175.00	0.00	0.00	$175.00
8/10/18	161940	Marine	105.00	0.00	0.00	$105.00
8/11/18	162078	Marine	35.00	0.00	0.00	$35.00
8/11/18	164092	Marine	20.00	0.00	0.00	$20.00
8/12/18	162187	Marine	35.00	0.00	0.00	$35.00
8/13/18	162272	Marine	70.00	0.00	0.00	$70.00
8/13/18	162423	Marine	35.00	0.00	0.00	$35.00
8/15/18	162577	Marine	35.00	0.00	0.00	$35.00
8/15/18	1931	Payment				-$2,691.54
8/16/18	162849	Marine	70.00	0.00	0.00	$70.00
8/17/18	162933	Marine	105.00	0.00	0.00	$105.00
8/17/18	164210	Marine	20.00	0.00	0.00	$20.00
8/17/18	164226	Marine	40.00	0.00	0.00	$40.00
8/18/18	163084	Marine	35.00	0.00	0.00	$35.00
8/18/18	163187	Marine	105.00	0.00	0.00	$105.00
8/20/18	163254	Marine	70.00	0.00	0.00	$70.00
8/20/18	163513	Marine	70.00	0.00	0.00	$70.00

MINIMUM	TO DATE	BALANCE	ENDING
$0.00	$0.00	$0.00	

2800

Daufuskie Island Utility

CURRENT	OVER 30	OVER 60	OVER 90
$2,315.60	$0.00	$0.00	$0.00

BALANCE DUE
$2,315.60

Balance due 30 days from date of statement. Please make checks payable to HPCCA.
If you have any questions, please contact Larry Chestnut @ 843-341-8147.

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ADDENDUM TO CUSTOMER SERVICE AGREEMENT

EXHIBIT G

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NELSON MULLINS

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

151 Meeting Street | Sixth Floor
Charleston, SC 29401-2239
T 843.853.5200 F 843.722.8700
nelsonmullins.com

E. Bart Daniel
T 843.534.4123
bart.daniel@nelsonmullins.com

September 11, 2018

Via Electronic and US Mail

Mr. Chad Campbell
Supervisor, Consumer Services
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, South Carolina 29201

RE: ORS File No. 2016-W-1682
Daufuskie Island Utility Company, Inc. (DIUC)
Michael and Nancy Halwig
NMRS File No.: 54041/09000
Stephan and Beverly Noller
NMRS File No.: 055561/09000

Dear Chad:

Thank you very much for your prior communications with me concerning the situation on Daufuskie Island for the Halwigs and Nollers. The Daufuskie Island Utility Company, Inc. has required certain actions or payments by the Halwigs and Nollers, as we have discussed. This letter specifically requests information on the interpretation of the current rate structure for and authority of DIUC concerning the costs associated with the replacement of some of its water and sewer mains. Irrespective of whether there is any contract at issue, does the current rate structure, and the rate structure currently on appeal by DIUC, (1) preclude or (2) allow for the cost of replacement of any its mains to be required to be paid by some but not all of its customers? Asked another way, is the payment of the cost of replacement of any of its water and sewer infrastructure required to be paid by customers in the area affected by the replacement, or is it allowable or understood in its rate structure that the replacements of its infrastructure for water and sewer would be general cost attributable to all rate payers? Please indicate if there is a different answer depending upon whether the replacement is needed due to damage or destruction versus breakdown.

Prior to making a decision concerning filing a complaint regarding the situation we have discussed, we seek to understand whether the statement used by DIUC as basis for requiring the Halwigs and Nollers to pay for the cost of replacement has a solid foundation within the ORS regulations, PSC decisions, or its approved rate structure. The statement

that has been continually made as a basis for requiring the Halwigs and Nollers to pay for the replacement mains under Driftwood Cottage Lane is that, "In order to protect other customers from sharing in the cost responsibility, it would be the responsibility of the affected customers to have the project mains installed in accordance with the plans." The decision on whether to take any action concerning this situation could be affected by the validity of the foundation of this statement by DIUC as a basis for requiring the full payment of all costs of the equipment, installation, permitting, engineering and other fees associated with the replacement mains to be paid by these customers.

Another question is whether or not the legal fees which DIUC is incurring in its filing of a rate case with the PSC, and with its multiple appeals of decisions by the PSC, are or can be charged to its customers as part of its typical administrative costs. The answer to this question is relative because DIUC has also demanded that the Halwigs and Nollers pay for DIUC's legal fees in regard to review of the documents for an easement in favor of DIUC from a third party property owner and other related documents, as well as in regard to all discussions with its attorney regarding the demand for payment itself.

Finally, the regulations for water and sewer utilities include the following:

> Each utility, unless specifically relieved in any case by the commission from such obligation, shall operate and maintain in safe, efficient and proper conditions all of its facilities and equipment used in connection with the services it provides to any customer up to and including the point of delivery into systems or facilities owned by the customer.

See R.103-540 and 740.

Are these two regulatory requirements enforceable by the ORS, PSC or the courts? Has the PSC relieved DIUC, or any other utility, from the requirement stated in these regulations? If these regulations have been interpreted by the ORS or PSC, I would appreciate that information.

I appreciate the time and attention you have provided me on behalf of the Halwigs and Nollers, and look forward to your reply. Please do not hesitate to call me if you would prefer to discuss this prior to your response.

With best regards, I am

Very truly yours,

Newman Jackson Smith

NJS:et
cc: David Butler, Esquire

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NELSON MULLINS

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

151 Meeting Street | Sixth Floor
Charleston, SC 29401-2239
T 843.853.5200 F 843.722.8700
nelsonmullins.com

Newman Jackson Smith
T 843.534.4309 F 843.534.4360
jack.smith@nelsonmullins.com

October 31, 2018

Gressette@WGFLLAW.com
Thomas P. Gressette, Jr., Esquire
Walker Gressette Freeman Linton LLC
66 Hasell Street
Charleston, SC 29401

RE: 46 & 36 Driftwood Cottage Lane (Halwig and Noller Residences)
NMRS File Nos.: 54041/09000 and 055561/09000

Dear Tom:

I appreciate your sending me the Addendum to Customer Service Agreement and the exhibits thereto. However, the Halwigs and Nollers decline to agree to the Addendum, and must demand that Daufuskie Island Utility Company comply with the January 30, 2018 Customer Service Agreement. The Halwigs and Nollers have performed each and every responsibility that they have under that Agreement. They have provided all of the required documentation and the completed installation of the mains at their cost. DIUC has so far not turned on the water and sewer service even though the completion of all of the requirements of the Agreement has been documented to the DIUC. Instead of confirming a date this week when service would be restored, the Addendum proposes to re-trade the Agreement and impose terms never imagined or discussed when the Agreement was signed.

As early as December 2015 DIUC has claimed that it would not replace the mains to serve Driftwood Cottage Lane properties. The only alternative given to the Halwigs and Nollers in order to have the service, which DIUC also stated that it would continue to provide, was for the Halwigs and Nollers to incur the cost of installation of an alternative to the mains destroyed under a portion of Driftwood Cottage Lane. Without any alternative, and with the failure of DIUC to assist in any way, including any efforts to provide even temporary means by which DIUC could provide water or sewer service, the Halwigs and Nollers were forced into the Agreement created by DIUC to perform what has now been accomplished for the restoration of service. The cost of the new DIUC mains has been paid by the Halwigs and Nollers, and the DIUC mains have been installed in accordance with the DIUC approved plans. The installation is in compliance with all applicable laws, ordinances, rules, regulations and lawful orders and has been approved

by DIUC. All written documentation concerning such approvals, easements and invoices has been provided. An as-built drawing has been provided to DIUC along with an acknowledged Bill of Sale transferring what has been installed to DIUC. Without any further requirements in the Agreement for the Halwigs and Nollers to perform, the Halwigs and Nollers must demand that service be restored immediately in order for them to finally, after more than two (2) years, achieve the ability to use their property.

"Upon execution of this agreement and compliance with its provisions, service will be connected to customers premises." This promise from the Agreement has now been breached by DIUC. Instead of restoring service, DIUC has proffered an Addendum to the Agreement that would add terms and conditions never mentioned much less agreed to when the Agreement was signed and complied with in good faith by the Halwigs and Nollers. The Halwigs and Nollers have lived up to their responsibilities under the Agreement, and it is time for DIUC to do the same and restore service immediately.

The Halwigs and Nollers specifically request that service be restored no later than this Friday November 2, 2018.

Very truly yours,

Newman Jackson Smith

NJS/mam

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1401 Main Street, Suite 900

Phone: (803) 737-0800

abateman@regstaff.sc.gov

Andrew M. Bateman
Deputy Chief Counsel for ORS

December 21, 2018

VIA ELECTRONIC FILING

Jocelyn G. Boyd, Esquire
Chief Clerk & Administrator
Public Service Commission of South Carolina
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

RE: Stephen and Beverly Noller and Michael and Nancy Halwig, Complainants/Petitioners v. Daufuskie Island Utility Company, Incorporated, Defendant/Respondent
Docket No. 2018-364-WS

Dear Ms. Boyd:

While the South Carolina Office of Regulatory Staff ("ORS") understands that there are complex issues that must be resolved in this case, it also believes that it is in the best interest of ratepayers for adequate utility service to be provided in a safe and reasonable manner. ORS has communicated extensively with counsel for both Daufuskie Island Utility Company ("DIUC") and the Complainants and believes that DIUC has the capability to safely restore service to the Complainants immediately. As a result, ORS would respectfully request, absent a showing from DIUC indicating why it cannot safely restore service, expedited review from the Public Service Commission of South Carolina and a requirement that DIUC immediately restore service to the Complainants with the understanding that restoration of service does not waive any position that any party may take in this matter.

Sincerely,

Andrew M. Bateman

cc: Joseph Melchers, Esquire (via E-mail)
All Parties of Record (via E-mail)

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WALKER
GRESSETTE
FREEMAN
LINTON LLC

G. Trenholm Walker
Thomas P. Gressette, Jr.
Ian W. Freeman
John P. Linton, Jr.
Charles P. Summerall, IV

THOMAS P. GRESSETTE, JR.
Direct: 843.727.2249
Email: Gressette@WGFLLAW.com

December 26, 2018

Via Email Only
Newman Jackson Smith, Esquire
Nelson Mullins

Andrew Bateman, Esquire
Jeffrey M. Nelson, Esquire
Office of Regulatory Staff

RE: Daufuskie Island Utility Company, Inc.
Docket No. 2018-364-WS
46 & 36 Driftwood Cottage Lane (Halwig and Noller Residences)

Dear Counselors:

In response to the correspondence from ORS dated December 21, 2018, and pursuant to requests by the Customers (Halwig and Noller), service has been activated at the 46 & 36 Driftwood Cottage Lane.

However, it is my understanding that certain equipment on one or both of the Customers' properties (customer side of the meters) has been damaged by tides and/or erosion and that repairs are necessary and/or underway. The damaged items were installed only a few months ago, which highlights the reasons providing service to these homes is ill advised and risky. DIUC will cooperate as it is able, but I would note that it is the Customers' responsibility to comply with all permitting and inspection requirements for repairs conducted on their properties.

I have not visited the sites this week, so I am not certain of the issues. I do hope for the Customers' that these matters can be easily remedied.

Sincerely yours,

/s/
Thomas P. Gressette, Jr.