

December 14, 2015

Mrs. Connie Beall Highway Coordinator South Carolina Electric & Gas Company MC: J29 220 Operations Way Cayce, South Carolina 29033-3701

Re: File 10.037345A - Project Id. No. 0037345 - Engineering of Gas

Facilities – I-26/Port Access Road – Charleston County

Agreement No: 13080

Project ID	Phase	Cost Center	WBS Element	Fund	Functional Area	Obligation
						Amount
0037345	UT	U120000C10	10EM05025E1.HY20.6	44909000	U120XE220_0030	\$1,584,004.00

Dear Ms. Beall:

The South Carolina Department of Transportation (SCDOT) has reviewed and approved the enclosed utility agreement in the amount of \$1,584,004.00 pertaining to the above referenced project. This letter serves as your notice to proceed with the engineering and right of way acquisition for your facilities in accordance with the agreement and SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way".

The Company shall meet the Buy America requirements specified in 23 USC 313. The Company shall provide a definitive statement about the origin and manufacturing process (from melting to fabrication) of all products which are permanently incorporated into the work and covered under the Buy America requirements and retain records as proof. No payment shall be made for any products which do not comply with the Buy America requirements. The mill test certification report must be attached to the first invoice submitted for reimbursement.



Page Two SCE&G Agreement Number 13080

Prior to beginning your operation, you must notify Special Projects Manager (Daniel Burton), Unit H, 1190 Clements Ferry Road, Charleston, South Carolina 29495. Mr. Burton may be contacted via email at BurtonD@scdot.org or may be reached at telephone number (843) 371-0342. Within six months following completion of the work, an original and two (2) copies of an itemized final invoice with supporting documentation, certification statement, and signature should be transmitted to Special Projects Manager Burton.

Sincerely,

Mark C. Attaway State Utilities Engineer

MCA:krc Enclosure

ec: Tracy Smiling, Accounting Division
Dale Wagoner, Contract Program Resource Service
Yvette Oliver, District Six Utility Coordinator

Gwen Barrera, Assistant Utility Coordinator/Admin.

Daniel Burton, Resident Construction Engineer, Charleston County

Jae Mattox, Program Manager

Tyke Redfearn, Assistant Program Manager

S. F. Lorick, Jr. Obligations Management

Diane Stubbs, Obligations Management

File:RW/UM/MCA



September 28, 2015

Mark Attaway SCDOT P. O. Box 191 Columbia, SC 29202-0191

> Re: SCDOT File 10.037345A I-26/Port Access Road Charleston County SCE&G OWIP # 27107 (GAS)

Dear Mark:

Please find enclosed the Utility Agreement, estimate, drawing, and prior rights research for the above mentioned project. This is for ENGINEERING COSTS ONLY at this time.

Please have the enclosed Utility Agreement executed and return to my attention.

If you have questions, or need anything further, please contact me at (803) 217-4733. Thanks.

Sincerely,

Connie J. Beall

Highway Coordinator SCE&G – Right of Way

220 Operations Way - MC: J29

Cayce, SC 29033

- Engineering only -

Form 3068-A (Revised) 7-2015 Microsoft Word Version 2010

Manual

on

Uniform

Traffic

Control

Agreement # 13080

UTILITY AGREEMENT

S. C. File No. <u>10.037345A</u>	Route (or Road No.) I-26/Port Access Road
F. A. Project No.	State Project No.
This Agreement made this	ecember , 20_15, by and between
the South Carolina Department of Transportation, hereinafter	
South Carolina Electric & Gas	hereinafter called "Company".
may be transmitted electronically. Department and Company	ent and any Agreement amendment documents requiring signatures y stipulate that if this Agreement is transmitted electronically, the be treated as original signatures and given the same legal effect as
WITNI	ESSETH:
It is mutually agreed by and between the parties hereto the following work to its utility property facilities as shown on	nat the Company shall perform or cause to be performed, the the attached plans and estimate:
General description: Estimate associated with engineering an associated with this project for SCE&G Gas facilities will be added at a la	
	es in conflict with highway construction in accordance with the ation's FAPG 23 CFR 645A; and also in accordance with the ighway Rights-of-Way" in the estimated amount of
<u>\$1,584,004</u>	
State Share 100%	Utility Share 0%
easement, or other real property interest, the damagir	occupancy in its existing location by reason of holding the fee, an ag or taking of which is compensable in eminent domain. If the existing location by reason of holding the fee, an easement or
Easement for this project is filed in Charleston, SC	eston County (County)
(City and Stat	e)
(b) This section of line (for purposes of establishing righ 30 years or more.	t-of-way priorities only) has been in service for approximately
	n the facility will be done in such a manner that it will not in any all public in their use of the roads as a highway. Traffic control

(d) The Company shall meet the Buy America requirements specified in 23 USC 313. The Company shall provide a definitive statement (mill test certification report) about the origin of all products which are permanently incorporated into the work and covered under the Buy America requirements. No payment shall be made for any products which do not comply with the Buy America requirements.

Devices

and signing will be coordinated with the Department's contractor and will be in accordance with "The South Carolina

for

Streets

and

Highways"

(SCMUTCD).

BY COMPANY'S REGIII AR EORCES

- 3. The Company shall begin said work promptly upon notification in writing by the Department and dispatch to its completion as promptly as is practicable. The Company shall provide advance notice to the Department's Resident Construction Engineer of the date on which work is expected to begin.
- 4. The Company will perform the work provided for in this agreement by the method checked below, in accordance with the provisions of Sec.645.115 of FAPG 23 CFR 645A:

,		DIV CONTED A CIT. (Co. 1)
()	BY CONTRACT: (State one of recognized reasons for necessity of performing work in this manner)
		4

The Company, therefore, subject to prior approval, proposes to contract a portion of or all of the work covered by this agreement. The items of work to be accomplished by contract are noted in the estimate. Where the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of those contractors so circularized shall be noted on the estimate or furnished to the Department in advance of the Company's solicitation of bids.

- (>) BY EXISTING CONTINUING CONTRACT: Subject to prior approval and inspection by the Department and the prior approval of the contract method by the Federal Highway Administration, the Company proposes to use an existing continuing contract under which it is demonstrated that such work is regularly performed for the Company under such contracts at reasonable costs. The provisions relating to contracts under this paragraph also apply to Contract Engineering.
- 5. The Department will reimburse the utility company for costs incurred in accordance with the agreement as shown and on accurate records supporting all expenditures incurred on account of said work. The method of developing the relocation costs shall be one of the following alternatives.
- () (a) Actual and related direct costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- () (b) Unit costs, such as broad gauge units of property, as used in own operations. (This method must have prior approval.)
- () (c) Lump Sum

The Department may not pay for any item of work not provided for in the plan or in the cost estimate except as modified by the Department Engineer followed by written notification to the Department.

- 6. All work performed by the Company pursuant hereto, shall be performed according to the plans and estimates approved by the Department.
- 7. Attached hereto, and by reference made a part hereof, is one copy of plans and estimates of the work to be performed by the Company showing the existing facilities, permanent changes to be made therein, and the stages by which these changes are to be accomplished.
- 8. Credits for accrued depreciation (expired service life) and/or betterment of the facility have been allowed as outlined in Sec.645.117(h) of FAPG 23 CFR 645A.

9. Periodic progress billings of incurred costs may be made by the Company to the Department not to exceed monthly intervals and amounting to at least \$2500.00; however, total progress billing payments shall not exceed the approved nonbetterment estimated amount.

Upon completion of the work and no later than six months thereafter, the Company shall, at the earliest date practicable, furnish the Department with five (5) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate. The totals for labor, overhead construction cost, travel expense, transportation, equipment, material and supplies, handling cost and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates.

Credit shall be given for usable materials recovered from permanent or temporary installations. The final billing shall show the description and site of the project, the Federal Aid Project Number, the date on which the first work was performed; or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred, the completion date and the location where the records and accounts billed can be audited. The Company shall make adequate reference in the billing to its records, accounts and other documents. Contractors and any subcontractors are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract for inspection by the Department, Federal Highway Administration or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

Final billings of incurred costs submitted by the Company shall carry a statement certifying that all items claimed have been reviewed and are in conformity with the provisions of the agreement; that credits have been given for all salvaged materials as required, and that all contractor's bills incurred have been paid in full. This statement shall be signed by an authorized representative of the Company.

In the event a final and complete billing has not been received by the Department prior to six months following the completion of work and the Company has not during that period demonstrated to the Department's satisfaction a hardship in completing that billing, the Department may, in its sole discretion, consider the last payment made to be the final payment due under this Agreement.

- 10. The Department and the Federal Highway Administration shall have the right to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving notice to the Department of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. The Department and the Federal Highway Administration shall have the right to inspect all recovered materials, which are not reusable by the Company, for temporary use. The Company shall furnish a listing on final billings of major items not eligible for salvage credit, and reasons therefor.
- 11. The Company will abide by the contract cost principles as set forth in FAPG 23 CFR 645A.
- 12. The Company will not participate directly or indirectly in any practice which subjects persons to discrimination because of their race, color, religion, sex or national origin.

COMPANY: South Carolina Electric & Gas

UTILITIES MANAGER

An	DRESS:	220 Operations Way (MC: J29)		
		Cayce, SC 29033		
INSTRUCTIONS: Submit one electronic copy of the agreement form and one electronic print	BY: TITLE:	Connie J. Beall Highway Coordinator		
- PRA CONTROL OF THE CONTROL OF THE PROPERTY	IIILE.	Trigitway Coordinator		
of drawings showing present location and proposed location of polies or lines with reference to highway survey stations and centerline with offsets.		SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION		
	By.			

DWIP 27107



Gas Project Management Archie, Justin

email a link

Projects

-DOT - Port Access Rd 12 and 16 GMR

Project Status: Approved IRR



Padd

G add

Padd

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Overview

Project Type:

OWIP

Project Flag:

SCDOT

Transmission

Project ID:

62704

Project Name: DOT - Port

Access Rd 12 and 16 GMR

Work Order

0

No:

Growth Area:

Charleston Inside 526

Active

DOT - Port

Version:

Access Rd 12

and 16 GMR

Cost Center

217

Number:

Division

Southern

Description:

Division

Archived Versions:

DOT - Port Access Rd 12 and 16 **GMR***

*-Indicates the version being viewed.

Conceptual Cost

Material Cost+ Taxes:

\$1,181,250.00

Company

\$10,000.00

Labor:

ViewMap

Maps/Location

Location:

Tax District

Project Owners

Engineering:

Archie, Justin on Sep 25 2015

NORTH CHARLESTON/SC /29405

CHARLESTON-1034CH

Created By:

Archie, Justin on Sep 25 2015

External Contacts

Please Add A Contact

Documents

All Documents

Miscellaneous

Tasks

.

Work Order Cost

Compare

with:

Current Active

Revision

Material Cost+ Taxes:

\$1,181,250.00

Company Labor:

\$10,000.00

Contract \$150,000.00

Labor: Payroll

\$4,700.00 Overheads:

Transportation

\$3,000.00

9/25/2015

Contract Labor:

\$150,000.00

Payroll Overheads: \$4,700.00

Transportation Overheads:

\$3,000.00

Subtotal Cost:

\$1,348,950.00

Admin/Engr Overheads & AFUDC:

\$235,054.54

CIAC:

\$0.00

Total Cost:

\$1,584,004.54

Associated Costs:

\$0.00

\$1,584,004.54

Total Cost To Serve:

Cost Posted

Scope of Work: Archie, Justin @ Sep 25 2015 10:52AM: This is a preliminary OWIP to investigate route options if DOT were to require the 12" Hagood Trans line and the 16" City HP line to be relocated in the area around Austin Ave. The total relocation could be as much as 7,200 linear ft.

Approvals

Notes

Fradd

IRR Justification: Archie, Justin @ Sep 25 2015 12:34PM: routing for

approval

Irr Routed: Archie, Justin @ Sep 25 2015 12:34PM: Routed for

Approval

Irr Rejected: Hornsby, John @ Sep 25 2015 11:59AM: Project Rejected: rejected per Justin's

request General Comment: Archie, Justin @

approval

Irr Routed: Archie, Justin @ Sep 25 2015 10:58AM : Routed for

Sep 25 2015 10:58AM: routing for

Approval

Posting Cost: Archie, Justin @ Sep 25 2015 10:55AM: Posting Cost

Gas Project Management

Overheads:

Subtotal Cost:

\$1,348,950.00 \$235,054.54

Admin/Engr

Overheads &

AFUDC:

CIAC:

\$0.00

Total Cost:

\$1,584,004.54

Total Cost To Serve:

\$1,584,004.54

Create/Edit Work Order Timeline **Print Material**

Assign Work Order Number

Work Order Approvals

initate approval

Completion Report

Inspector:

In Construction:

In Service:

Property Units

Cancel

Cancel

Version P 1.8.6

Gas Project Management



Archie, Justin

Projects
-DOT - Port Access Rd 12 and 16 GMR :Cost Sheet

[email a link]

Ca	ıta	log	1-

Cost Type & Description Uom Unit Material Cost Quantity TotalMtrlCost

No Records Found.

Totals=

Blanket Contract Items-

Cost Type & Description Unit Labor Cost Uom Quantity Total Labor Cost

No Records Found.

Totals=

Requisition/Non Catalog Material-

Cost Type & Description	Uom	Quantity	Unit Material Cost	TotalMtrlCost	Unit Labor Cost	Total Labor Cost
ENVIRONMENTAL SURVEYS	EA.	1.00	\$0.00	\$0.00	\$40,000.00	\$40,000.00
ENGINEERING SERVICES	EA.	1.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00
ROW ACQUISITION	EA.	1.00	\$1,125,000.00	\$1,125,000.00	\$10,000.00	\$10,000.00
Totals=				\$1,125,000.00		\$150,000.00

Associated Costs-

Service Type Uom Quantity Unit Material Cost Total Material Cost Unit Labor Cost Total Labor Cost

No Records Found.

Totals=

Company Labor: 10000

CIAC: 0.00

Recommended CIAC Value:

\$1483845.00

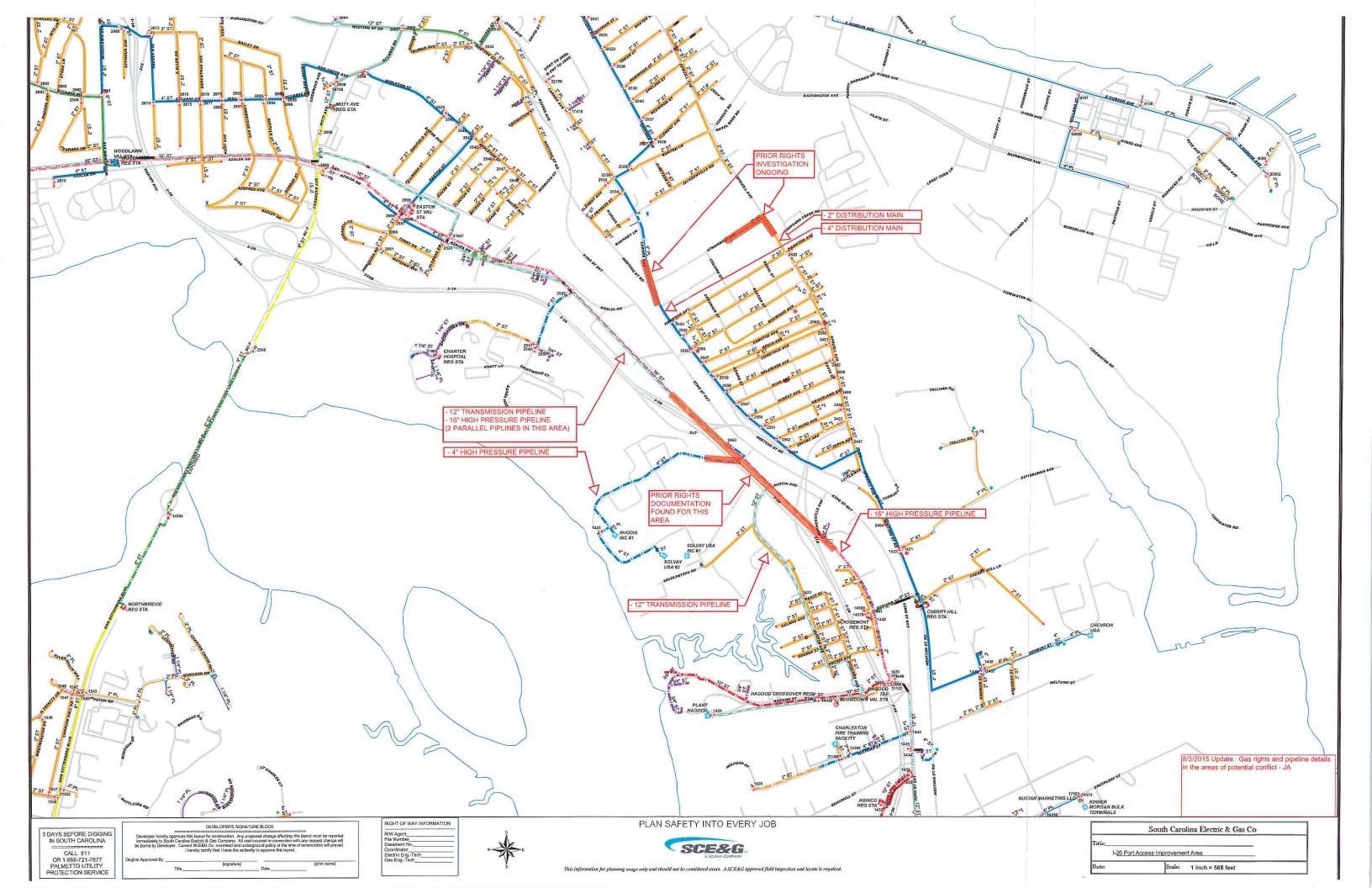
StartDate: 09/30/2015

Months: 9

EndDate: 06/29/2016

Budget Timeline

SCANA Corporation 2000-2012



STATE OF SOUTH CAROLINA

C | 23PG322

COUNTY OF CHARLESTON

REQUEST FOR RELEASE

Baker Hospital, a South Carolina eleemosynary corporation (the Hospital), pursuant to Section 8.4(a) of the Loan Agreement between Charleston County, South Carolina (the County) and the Hospital dated as of February 1, 1980 (the Loan Agreement), hereby requests The Citizens and Southern National Bank of South Carolina, as Trustee (the Trustee), under the Trust Indenture by and between the County and the Trustee, dated as of February 1, 1980 and recorded in the R.M.C. Office for Charleston County, South Carolina, in Book R121 at Page 148 (the Trust Indenture), pursuant to which \$11,235,000 Charleston County, South Carolina, Hospital Facilities Revenue Bonds, Series 1980 (Baker Hospital Project) (the Bonds), have been issued to release from the Loan Agreement (the County's interest in the Loan Agreement having been assigned to the Trustee), and from the lien of the Trust Indenture and from the lien of the Mortgage of the Hospital to the County, dated as of February 1, 1980 and recorded in the R.M.C. Office for Charleston County, South Carolina, in Mortgage Book R121 at Page 147, the right-of-way together with the rights on land adjacent to and beyond the said right-of-way, described on the attached Rightof-Way Grant to the South Carolina Electric & Gas Company and, in this connection, the Hospital represents to the Trustee that the requested release, if effected, will not impair the operating unity or efficiency of the Mortgaged Facilities (as decribed in the Trust Indenture) or impair the security of the Bonds.

IN WITNESS WHEREOF, Baker Hospital has caused this instrument to be executed in its name and under its seal by its duly authorized officer, this __/2_1 day of ________, 1980.

BAKER HOSPITAL

Raymond Rosenblum, Chairman

Board of Trustees

WITNESSES:

ATTEST:/

Julian T. Buxton, S

Board of Trustees

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

RELEASE

In accordance with the provisions of Section 603 of the Trust Indenture by and between Charleston County, South Carolina (the County), and The Citizens and Southern National Bank of South Carolina as Trustee (the Trustee), dated as of February 1, 1980 and recorded in the R.M.C. Office of Charleston, South Carolina in Book R121 at Page 148 (the Trust Indenture), The Citizens and Southern National Bank of South Carolina, as Trustee under the Trust Indenture, pursuant to the request of Baker Hospital, a South Carolina eleemosynary corporation (the Hospital), under Section 8.4(a) of the Loan Agreement between the County and the Hospital, dated as of February 1, 1980 (the Loan Agreement) hereby releases from the Loan Agreement and from the lien of the Trust Indenture and from the lien of the Mortgage of the Hospital to the

MIGROFILMED

26143

STATE OF SOUTH CAROLINA)

PERSONALLY APPEARED befor	e me Brenda Lante,
who, being duly sworn, says that (s)he saw W. E. Barrett,
as Vice Presedent of THE	CITIZENS AND SOUTHERN NATIONAL
BANK OF SOUTH CAROLINA, as Trustee, J.A. John , as A	sign the foregoing Release, and
CITIZENS AND SOUTHERN NATIONAL BANK	OF SOUTH CAROLINA, as Trustee,
attest the same, and that (s)he wit	h Bethy Dudnes
witnessed the execution and deliver	y thereof as the act and deed of
the said THE CITIZENS AND SOUTHERN	NATIONAL BANK OF SOUTH CAROLINA,
as Trustee,	
5 0 49 9	Brenda Suntu
SWORN to before me this 20 day of 1980.	

26143

County, dated as of February 1, 1980 and recorded in the R.M.C. Office for Charleston, South Carolina in Mortgage Book R121 at Page 147, that certain right-of-way described in the attached Right-of-Way Grant to the South Carolina Electric & Gas Company, together with the rights granted on land adjacent to and beyond the said right-of-way.

THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA,

M C 1 2 3 PG 3 2.2

As Trustée

WITNESSES:

Bunda Suntu

better Sudrek

ATTEST:

Its: Assistant Corporate Just Office

C123PG352

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE FABER PLACE - HAGOOD 115 KV	* **	14
ACCT. NO. W. O. #40643	* * * *	a
CHECK NO. <u>C -840</u>	June 24	<u>19</u> 80 .
The undersigned hereby acknowledge receipt of timely payment of THIRTY-TW	O THOUSAND AND NO/10	0
	Dollars, (\$_32	.000.00
as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMP	PANY, its successors and assign	is by easement
dated June 24 , 1980, to construct, maintain	and operate gas and electr	ic lines across
property of the undersigned located in the County of Charleston	and State of South Carolin	a. The under-
signed further acknowledges that the right of way survey is satisfactorily located on the p said easement which is hereby ratified and confirmed.	THE TRANSPORT OF THE PARTY OF T	ccordance with
WITNESS:	KER HOSPITAL	(SEAL)
Laster Gettwood By: CL	Jan 1	A Section 1
The policy of the same of the	-//o Administra	tor (SEAL)
for falling and a second a second and a second a second and a second a	16: 200	(SEAL)
SOUTH CAROLINA SOUTH CAROLINA DOCUMENTARY	7	(SEAL)
	The state of the s	(SEAL)
	The state of the s	(SEAL)
State of South Carolina, 1617		(SEILE)
County of Charleston	a	
Personally appeared before me Charles Hazle	wood	
and made oath that he saw the within named BRKE Hospit		Horas
A .		
Administrator sign, seal and as _he_ act and deed deliver the within Receipt for Right of Way Paym	ent for the uses and purposes	therein men-
tioned, and that he with J. W. Cabanis.		()
in the presence of each other, witnessed the due execution thereof.	XI /	
12 Mainte	17911200	7
Sworn to before me this 2 4 day of June	19 Lo	[
At Man	والمراوية والمستورية والماسي والماسي	بسائد بالمحالية
Notary Public for S. C. 12/11/80 STATE OF SOUTH CAROLINA,		
County.		
Personally appeared before me	F	- .
and made oath that saw the within named	The state of the s	and a second contraction of the second cont
by the hand of	ment for the uses and purpose	sign, affix the s therein men-
	witnessed the execution	Si
subscribed names as witnesses thereto.		3.5
Sworn to and subscribed before me, this	SOUTH CAROLINA	OUTH CAROLINA
day of A. D., 19	DOCUMENTARY	DOCUMENTARY
(L. S.)		
BU		
Notary Public For 2 6 1 4 3 2002 90 90 2000 2000 2000 2000 2000 2	DOLLAR	DOLLAR
Military and their control and the second and the s	Miles Marine Marine Co. Communication of the Co.	ALESSAM MOTE DO CATA

-: u ::::

C. ELECTRIC & GAS CO.

P. O. Box Charleston, S. C.

CHICI

64.00 5.20 103.20

P.B. 10807 5. 2

(C)

2.7 FOR RIGHT OF PAYMEN BAKER HOSPITAL RECEIPT

Line: FABER PLACE - HAGOOD 115 KV

Charleston

County:

South Carolina Electric & Gas Company J.O

19 June 24 Dated:

80

Received in the Clerk's Office of the County

South Carolina, on the.

day of.....

and recorded in Book.....of Deeds o'clock in the...

for said County on page.....

State of South Carolina, BAKER HOSPITAL, FORMERLY BAKER MEMORIAL KNOW ALL MEN BY THESE PRESENTS that I (WE) HOSPITAL of the County and State aforesaid, hereinafter sometimes referred to as 'Grantor(s)', for and in consideration of the sum of One Dollar (\$1.00) to me (us) in hand paid, receipt of which is hereby acknowledged at and before signing and sealing of these presents, does hereby bargain, grant and convey to the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation having its principal office in Columbia, South Carolina, hereinafter sometimes referred to as "Grantee", a right of way, over such route as --Thirty-five & Fifty-Grantee has selected, having a width of ____ -50-Charleston upon, over, under and across lands of Grantor(s) situated in the County of State of South Carolina, bounded as follows: Interstate 26 Northerly by lands of_ Easterly by lands of Mobil Oil Corporation Southerly by lands of Ashley River Westerly by lands of _ Beach Company A tract of land containing 144.15 acres, more or less, and being the same land conveyed to Baker Memorial Sanatorium recorded in the RMC Office of Charleston County in Deed Book N-119 at Page 259 on June 22, 1979, and on May 18, 1979, in Book E-119 at Page 279; also on May 18, 1979, in Book E-119 at Page 273. Right of way enters Grantor's land from Interstate 26; thence extends in a southeasterly direction 3,912 feet, more or less, paralleling the western boundary of Interstate 26 to the land of Mobil Oil Corporation. Right of way is as more fully shown on South Carolina Electric & Gas Company Drawing Number CP-18,788. together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission together with the right to construct, maintain, operate, replace and after increas and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory appearans and equipment deemed by Grantee to be necessary thereof, as well as the right to install, maintain and use anchors and guy wires on land adjacent to the right of way herein granted; and also the right to construct, maintain, operate, replace and alter therefore and thereunder a line or lines of pipe to be buried to such depth so that it will not interfere with ordinary cultivation of said land, with valves, tieovers and appurtenant facilities, for transportation of gas, oil, petrolum products or any other liquids, gases or substances which can be transported through a pipe line. Together also with the right from time to time to redesign, rebuild or alter said lines and to install such additional lines, apparatus and equipment as Grantee may at any time deem necessary, and the right to remove any line or any part thereof. Grantee shall have the right from time to time to remove or clear and keep clear such trees, underbrush, structures and other obstructions upon said right of way and such trees ("danger trees") beyond the same as in the judgment of Grantee may interfere with or endanger said lines or appurtenances when erected; provided that the Grantee will pay to the Grantor the fair market value of such danger trees at the time of cutting as determined by a registered professional forester, and the right of entry upon Grantor's(s') said lands for all of the purposes aforesaid. PROVIDED, however, any damage to the property of Grantor(s) (other than to property cleared or removed as hereinbefore provided) caused by the Grantee in the course of constructing, rebuilding or repairing said lines shall be borne by Grantee Reserving, however, to Grantors the right to cultivate and use the ground within the limits of said right of way, provided that such use shall not interfere with or obstruct the rights herein granted, and provided further that no building or other structure shall be erected by the Grantors within the width of said right of way. And it is a condition of this grant that the Grantee shall tender, and Grantor(s) shall accept, Grantee's check in the sum of THIRTY-TWO THOUSAND & NO/100---Dollars (\$ 32,000.00) within date of this agreement. If said sum is not paid or tendered within the time specified, the rights and privileges herein granted shall, without further act by the parties hereto, cease and determine and thereupon Grantee shall be relieved from any further obligation TO HAVE AND TO HOLD the aforesaid rights by the Grantee, its successors and assigns, as aforesaid. And the Grantor(s) agree(s) to warrant and forever defend the above granted rights against himself or his heirs and against any other person lawfully claiming or to claim the same or any part thereof. Grantee's rights shall be subject to the lien of the mortgage indenture dated January 1, 1945 and supplements thereto, entered into between Grantee and Central Hanover Bank and Trust Company (now Manufacturers Hanover Trust Company) which mortgage indenture is recorded in the office of the R. M. C. or Clerk of Court in the County and State aforesaid. The word "Grantor(s)" shall include Grantor's(s') heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantee" shall include Grantee's successors and assigns and its wholly or partially owned subsidiaries. IN WITNESS WHEREOF, Grantor(s) has duly executed this indenture the WITNESS

WICROFILMED

26143 R

_____ (SEAL)

RW-2-EG-SC-12-73

(SEAL) (SEAL) (SEAL) (SEAL)

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~ C 1	,		C123P6365	٩,,
W a	S. C. ELECTRIC &	gas coi	, , , , , , , , , , , , , , , , , , , ,	-/A
State of South Carolina,	P. O. Box Charleston, S.	c in	e to this kee	
County of CHARLESTON	\$53	1/1		
Personally appeared before me	W. O. HORNE	1 1	and made oath that he saw the	e within nar
BAKER HOSPITAL by the han	d of Raymond Roser	blum, Chairm	an of the Board and Ju	lian T.
Buxton, Secretary			A	J shot be a
sign, seal and as his act and deed deliver ROBERT J. FILIAULT			f each other, witnessed the due ex	
	-11.		- Vain	
Sworn to be brezzo this	2 4 7 day of		JE, 19	80
4 Galor	Jotary Public for S. C. ly Commission expir	ec 12/17/89	<i>ii</i>	7
STATE OF SOUTH CAROLINA,	A Commission exbit	es 12/1/1/07.		
County.	\$33 To 100 To 10	بالمائية المحمور والمحاد		
Personally appeared before me_	-		and made oath that he saw th	e within na
sign, seal and as his act and deed deliver	r the within right of way g			
	<u> </u>	in the presence of	f each other, witnessed the due ex	ecution the
Sworn to before me this	day o			
				2
STATE OF SOUTH CAROLINA,	Notary Public for S. C.	1		
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and made oath that saw	v the within named			
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mentioned, and that with subscribed n	names as witnesses thereto.	<u> </u>	witnessed the execut	non thereor
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separately examined by me, did declare persons whomsoever, renounce, release a heirs and assigns, all her interests and	and forever relinquish unto estate, and also her right a	the within named nd claim of dower	South Carolina Electric and Ga of, in or to all and singular the	s Company premises w
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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ATTORNEY'S AMENDED CERTIFICATE OF TITTE

Prepared For

SOUTH CAROLINA ELECTRIC AND GAS COMPANY

Property of

BAKER MEMORIAL SANITORIUM

WE, LEGARE, HARE & SMITH, Attorneys at Law of Charleston, South Carolina, do hereby certify that we have examined or caused to be examined all of the public records of Charleston County which do, or may disclose information affecting the title to the real estate hereinafter described, insofar as said records are disclosed by the indexes thereof, for a period of at least sixty (60) years prior to the date hereof, and that in our opinion BAKER MEMORIAL SANITORIUM has title to the property hereinafter described with the exceptance hereinafter specifically set forth.

DESCRIPTION OF PROPERTY

ALL that certain piece, parcel and tract of land together with all improvements thereon situate, lying and being in Charleston Heights, Charleston County, South Carolina, containing 95,502 acres of high land, more or less, of Tracts A, B, B-l and C, shown on a plat entitled "Showing Tracts A, B, B-l and C, Property to be Conveyed to Baker Memorial Sanitorium, Located in Charleston Heights, Charleston County, South Carolina," dated April 5, 1979 and prepared by G. Robert George, R.S., and recorded in the R.M.C. Office for Charleston County in Plat Book AN, page 38; said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear, hereinafter referred to as the "highland premises."

ALSO:

ALL that certain piece, parcel and tract of land, situate, lying and being in Charleston Heights, Charleson County, South Carolina, containing 48.648 acres of marsh, more or less of Tracts A, B, and C, shown and designated on a plat entitled "Showing Tracts A, B, B-1 and C, Property to be Conveyed to Baker Memorail Sanitorium, Located in Charleston Heights, Charleston County, South Carolina," dated April 5, 1979, and prepared by G. Robert George, R.S., and recorded in the R.M.C. Office for Charleston County in Plat Book AN, page 38; said tract having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear, hereinafter referred to as the "marshland premises."

BEING the same property conveyed to Baker Memorial Sanitorium by deed of Swift Agricultural Chemicals Corporation dated June 20, 1979, and recorded in the R.M.C. Office for Charleston County in Book N 119 at page 259 on June 22, 1979 (Tract "A"), and by deed of Wolf River Mining, Inc. dated May 18, 1979 and recorded in the R.M.C. Office for Charleston County on May 18, 1979 in Book E 119, at page 279 (Tract "C"), and by deed of International Forwarders, Inc., dated May 18, 1979 and recorded in the R.M.C. Office for Charleston County in Book E 119, at page 273, on May 18, 1979 (Tracts B and B-1).

MICROFILMED 26143

TMS #'s: 469-00-00-002 (Tract A) 466-07-00-004 (Tract B) 469-00-00-007 (Tract B-1) 469-00-00-001 (Tract C)

Mortgages, leases, judgments, liens, lis pendens, restrictions or other like instruments of record that might affect or be affected by a conveyance from BAKER MEMORIAL SANITORIUM to the SOUTH CAROLINA ELECTRIC AND GAS COMPANY of a fee simple interest of the subject property are as follows:

SUBJECT TO:



- 1. Mortgage of BAKER MEMORIAL SANITORIUM to SWIFT AGRI-CULTURAL CORPORATION dated June 22, 1979 and recorded in the R.M.C. Office for Charleston County in Book N-119, page 279.
- 2. Sewer easement granted by MOBIL OIL CORPORATION to NORTH CHARLESTON PUBLIC SERVICE DISTRICT dated August 26, 1968 and recorded in the R.M.C. Office for Charleston County in Book Z-90, page 137 on September 6, 1968.

TAXES:

County Taxes have been paid through 1978, and County Taxes for 1979 and subsequent years are a lien, but not yet due and payable.

Certified at Charleston, South Carolina this 3004 day of October , 1979.

LEGARE, HARE & SMITH.

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SEE PERMIT Nº 396 FOR RIW ENCROACHMENT. SEWER LINE & DRANDE DITCH STR. #40 to Str. #43.

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Dated:

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SAVING, EXCEPTING, AND RESERVING, all that piece, parcel or tract of land shown and desiganted as Tract A-1 on a plat by E. M. Seabrook, Jr., Inc. dated June 8, 1973 . entitled "Plat of Tract B-1 being subdivided from Tract B, said Tract situate in Charleston County, S. C. and

Said Tract B butting and bounding according to said plat as follows: To the North and Northeast on Austin Avenue 50 feet wide and 60 feet wide right of way and on Rosemont Subdivision; to the North and Northwest on Tract A, whice particularly described in that deed from Mobil Oil 1973 and recorded February 13, 1973 at Book D-101, Page 12973 and recorded February 13, 1973 at Book D-101, Page formerly of South Carolina Electric and Gas Company as shown on said plat and to the West partly on marshland of South Carolina Electric and das Company as shown on said plat and to the West partly on marshland of South Carolina Electric and cas company and said Tract A.

Said Tract C butting and bounding according to said plat to the North and on the right of way for United States Highway Interstate 26; to the Southeast on property now or formerly of Charleston County Consolidated School District; to the Southwest, West and Northwest on Austin Avenue, 50 feet wide and 60 feet wide right of way.

ALL those pieces, parcels or tracts of land, situate, lying and being in the County of Charleston, South Carollina, shown and designated as "Tract B" and "Tract C" on a plact by E. M. Seabrook, Jr., Inc., entitled "Plat of Tracts of Land Situate in Charleston County S. C. and cowned by Mobil oil Corporation. Tract A Contains 9.40 Acres Highland and I.22 Acres +— Marsh, Tract B Contains 21.23 Acres Highland and I3.17 Acres Marsh, and Tract C Contains 3.91 Acres Highland and I3.17 Acres Marsh, Marsh." dated November 6, 1972 and recorded in Plat Book Amarsh." dated November 6, 1972 and recorded in Plat Book Amarsh." dated November 6, 1972 and recorded in Plat Book Amarsh." and I.06 Inc. Sand recorded in Plat Book Amarsh. In Sand I was a sea will appear by reference to dimensions and locations as will appear by reference to a missurators and locations are will appear by reference to a missurators and locations as will appear by reference, be said plat which is incorporated hereby by reference, be all the dimensions and measurements shown thereon a litatine dimensions and measurements shown thereon a litation or less.

DESCRIPTION OF PROPERTY

WE, LEGARE, HARE & SMITH, Attorneys at Law of Charleston, South Carolina, do hereby certify that we have examined or caused to be examined all of the public records of Charleston County which do, or may disclose information affecting the title to the real estate hereinafter described, insofar as aid records are disclosed by the indexes thereof, for a period of at least said records are disclosed by the indexes thereof, and that in our opinion MOBILE FUUNDATION, INC. has title to the property hereinafter described with the expectations hereinafter specifically set forth.

STRIE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
PREPARED FOR
FOURTH CAROLINA ELECTRIC AND GAS COMPANY
PROPERTY OF

MOBILE FOUNDATION, INC.

26145

October, 1979.

TAXES:

and payable.

#446-00-023 TZ0-00-00-97# SWI

343 on September 8, 1976.

page 402, said RMC Office.

Certified at Charleston, South Carolina this 15th

for 1979 and subsequent years are a lien, but not yet due County Taxes have been paid through 1978, and County Taxes

NORTH CHARLESTON SEWER DISTRICT dated September 10, 1975 I. Sewer easement granted by MOBIL OIL CORPORATION to

ance from MOBIL FOUNDATION, INC. to the SOUTH CAROLINA ELECTRIC AND GAS COMPANY of a fee simple interest of the subject property and as follows: other like instruments of record that might affect or be affected by a convey-

> R.M.C. Office for Charleston County in Book H 110 at page Corporation dated August 9, 1976, and recorded in the a New York membership corporation, by deed of Mobil Oil BEING the same property conveyed to Mobil Foundation, Inc.,

24, 1973 and recorded September 12, 1973 in Book V-102, to Robert F. White and Patricia C. White dated August scribed in that certain deed from Mobil Oil Corporation AC, page 82, said RMC Office and more particularly deowned by Mobil Oil Corporation, recorded in Plat Book

Mortgages, leases, judgments, liens, lis pendens, restrictions or

and recorded in Plat Book AD, page 142.

TECHEL, HARE & SMITH

BOOK HEY PARE 402

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COUNTY OF CTACAGOU

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for said County on page.....

Dated: November 25 , 1980. Received in the Clerk's Office of the Count of South Carolina, on the A. D. 19	MOBIL OIL CORPORATION TO South Carolina Electric & Gas Company	Line: FABER PLACE - HAGOOD 115 KV County: Charleston RECEIPT FOR RIGHT OF WAY PAYMENT
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P. O. Box 🕆 E C ELECTRIC & GAS CO.

Personally appeared before me.

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Table Transport (1987) To State The Work of the State of A. D., 1952 or professed for the set and deed of said corporation deliver the within written instrument for the sor the set and purposes the second on the set and the execution thereof and the execution thereof and witnessed the execution thereof and aw the within named MOSIL OLL G. W. S. NORTHUP, Assistant Controller and made oath that. WOBIT OIF GU

ROBERT E. GEIGER

RENDINCIATION OF DOWER

, do hereby certify

-, the wife of the within named

separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any persons or persons whomscover, renounce, release and forever relinquish unto the within named South Carolina Electric and Cas Company, its heirs and assigns, all her interests and estate, and also her right and claim of dower of, in or to all and singular the premises within mentioned and released. did this day appear before me, and, upon being privately and

Notary Public for & Civen under my hand and seal this

Received MOBIL RIGHT OF WAY GRANT OIL Ħ Carolina Electric the Clerk's Office PIACE -CORPORATION HAGOOD ç, 115

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LEGARE, HARE & SMITH

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Certified at Charleston, South Carolina this (

and payable.

for 1979 and subsequent years are a lien, but not yet due County Taxes have been paid through 1978, and County Taxes

TAXES:

and recorded in Plat Book AD, page 142. NORTH CHARLESTON SEWER DISTRICT dated September 10, 1975 Sewer essement granted by MOBIL OIL CORPORATION to

SUBJECT TO:

of a fee simple interest of the subject property are as follows: SINCE FROM MOBIL OIL CORPORATION to the SOUTH CAROLINA ELECTRIC AND GAS COMPANY Mortgages, leases, judgments, lies pendens, restrictions or other like instruments of record that might affect or be affected by a conveyages from Mortgages.

TT0-00-00-997# SMIL

Charleston County in Book M-34, page 6 on September 25, 1976. dated May 18, 1976 and recorded in the R.M.C. Office for Chemical Corporation by deed of George Bryan, Special Master

BEING part of the property conveyed to Virginia-Carolina

Services, Inc.; and to the North by lands of Baker Memorial Interstate Route 26; to the South by Lands of Consolidated ss follows: to the West by the Ashley River; to the Rast by 16.75 acres of marsh, more or less and butting and bounding containing 105.07 acres of high land, more or less and Charleston Heights, Charleston County, South Carolina, ALL that certain piece, parcel and tract of land together with all improvements thereon situate, lying and being in

DESCRIPTION OF PROPERTY

MOBIL OIL CORPORATION Property of SOUTH CAROLINA ELECTRIC AND GAS COMPANY Prepared For MIJOHNEK, S CERTIFICATE OF TITLE

> COUNTY OF CHARLESTON STATE OF SOUTH CAROLINA

LEGARE, HARE & SMITH

October

°6/6T Certified at Charleston, South Carolina this !

for 1979 and subsequent years are a lien, but not yet due County Taxes have been paid through 1978, and County Taxes

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Charleston County in Book M-34, page 6 on September 25, 1976. dated May 18; 1976 and recorded in the R.M.C. Office for Chemical Corporation by deed of George Bryan, Special Master

BEING part of the property conveyed to Virginia-Carolina

Santtortum. Interstate Foute 26; to the South by lands of Consolidated Services, Inc.; and to the North by lands of Baker Memorial as follows: to the West by the Ashley River; to the East by 16.75 acres of marsh, more or less and butting and bounding containing 105.07 acres of high land, more or less and Charleston Heights, Charleston County, South Carolina, with all improvements thereon situate, lying and being in ALL that certain piece, parcel and tract of land together

DESCRIPTION OF PROPERTY

CORPORATION has title to the property hereinafter described with the exceptions hereinafter specifically set forth. sixty (60) years prior to the date hereof, and that in our opinion MOBIL OIL said records are disclosed by the indexes thereof, for a period of at least tion affecting the title to the real estate hereinafter described, insofar as of the public records of Charleston County which do, or may disclose informs-Carolina, do hereby certify that we have examined or caused to be examined all

WE, LEGARE, HARE & SMITH, Attorneys at Law of Charleston, South

WORIT OIT CORFORATION Property of SOUTH CAROLINA ELECTRIC AND GAS COMPANY Prepared For ALTORNEY'S CERTIFICATE OF TITLE COUNTY OF CHARLESTON STATE OF SOUTH CAROLINA

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