



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

cc: 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 Redfean, 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,

A handwritten signature in blue ink that reads "Connie J. Beall". The signature is written in a cursive style.

Connie J. Beall
Highway Coordinator
SCE&G – Right of Way
220 Operations Way – MC: J29
Cayce, SC 29033

- Engineering only -

OWIP 27107

- GAS -

UTILITY AGREEMENT

S. C. File No. 10.037345A Route (or Road No.) I-26/Port Access Road

F. A. Project No. _____ State Project No. _____

This Agreement made this 14th day of December, 2015, by and between
the South Carolina Department of Transportation, hereinafter called "Department" and the
South Carolina Electric & Gas hereinafter called "Company".

The Department and Company acknowledge that this Agreement and any Agreement amendment documents requiring signatures may be transmitted electronically. Department and Company stipulate that if this Agreement is transmitted electronically, the electronic transmittal of the original execution signatures shall be treated as original signatures and given the same legal effect as an original.

W I T N E S S E T H :

1. It is mutually agreed by and between the parties hereto that the Company shall perform or cause to be performed, the following work to its utility property facilities as shown on the attached plans and estimate:

General description: Estimate associated with engineering and right of way acquisition costs only at this time. All future costs associated with this project for SCE&G Gas facilities will be added at a later time and agreed upon by the SCDOT and SCE&G.

2. The Company hereby agrees to relocate its utility facilities in conflict with highway construction in accordance with the provisions set forth in the Federal Highway Administration's FAPG 23 CFR 645A; and also in accordance with the Department's "A Policy for Accommodating Utilities on Highway Rights-of-Way" in the estimated amount of

\$ 1,584,004.

State Share 100%

Utility Share 0%

- (a) The Company (does, does not) have the right of occupancy in its existing location by reason of holding the fee, an easement, or other real property interest, the damaging or taking of which is compensable in eminent domain. If the Company does not have the right of occupancy in its existing location by reason of holding the fee, an easement or other real property interest, (Explain)

Easement for this project is filed in Charleston County
(County)

Charleston, SC
(City and State)

- (b) This section of line (for purposes of establishing right-of-way priorities only) has been in service for approximately 30 years or more.
- (c) Such work as is necessary to relocate, alter or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic control and signing will be coordinated with the Department's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways" (SCMUTCD).
- (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.

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:

 BY COMPANY'S REGULAR FORCES

 BY CONTRACT: (State one of recognized reasons for necessity of performing work in this manner)

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
ADDRESS: 220 Operations Way (MC: J29)
Cayce, SC 29033

INSTRUCTIONS: Submit one electronic copy of the agreement form and one electronic print of drawings showing present location and proposed location of poles or lines with reference to highway survey stations and centerline with offsets.

BY: Connie J. Beall
TITLE: Highway Coordinator

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY: _____
UTILITIES MANAGER



Gas Project Management

Archie, Justin

[[email a link](#)]

Projects

-DOT - Port Access Rd 12 and 16 GMR

Project Status: Approved IRR

[Checkbook View](#)

Overview

Project Type: OWIP

Project Flag: SCDOT Transmission

Project ID: 62704

Project Name: DOT - Port Access Rd 12 and 16 GMR

Work Order No: 0

Growth Area: Charleston Inside 526

Active Version: [DOT - Port Access Rd 12 and 16 GMR](#)

Cost Center Number: 217

Division Description: Southern 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 Labor: \$10,000.00

Maps/Location

Location: NORTH CHARLESTON/SC /29405

Tax District: CHARLESTON-1034CH



Project Owners

Engineering: [Archie, Justin on Sep 25 2015](#)

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	<input type="text"/>
Material Cost+ Taxes:	\$1,181,250.00	
Company Labor:	\$10,000.00	
Contract Labor:	\$150,000.00	
Payroll Overheads:	\$4,700.00	
Transportation	\$3,000.00	

9/25/2015

Gas Project Management

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

Total Cost To Serve: \$1,584,004.54

Overheads:

Subtotal Cost: \$1,348,950.00

Admin/Engr Overheads & AFUDC: \$235,054.54

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](#)

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.

Work Order Approvals

[initiate approval](#)

Completion Report

Inspector: 

In Construction:

In Service:

[Property Units](#)

Approvals

Notes



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 @ Sep 25 2015 10:58AM : routing for approval

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

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

Cancel

[Cancel](#)

Gas Project Management



Archie, Justin

[[email a link](#)]

Projects

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

Catalog-

Cost Type & Description	Uom	Quantity	Unit Material Cost	TotalMtrCost
No Records Found.				
Totals=				

Blanket Contract Items-

Cost Type & Description	Uom	Quantity	Unit Labor Cost	Total Labor Cost
No Records Found.				
Totals=				

Requisition/Non Catalog Material-

Cost Type & Description	Uom	Quantity	Unit Material Cost	TotalMtrCost	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:

CIAC:

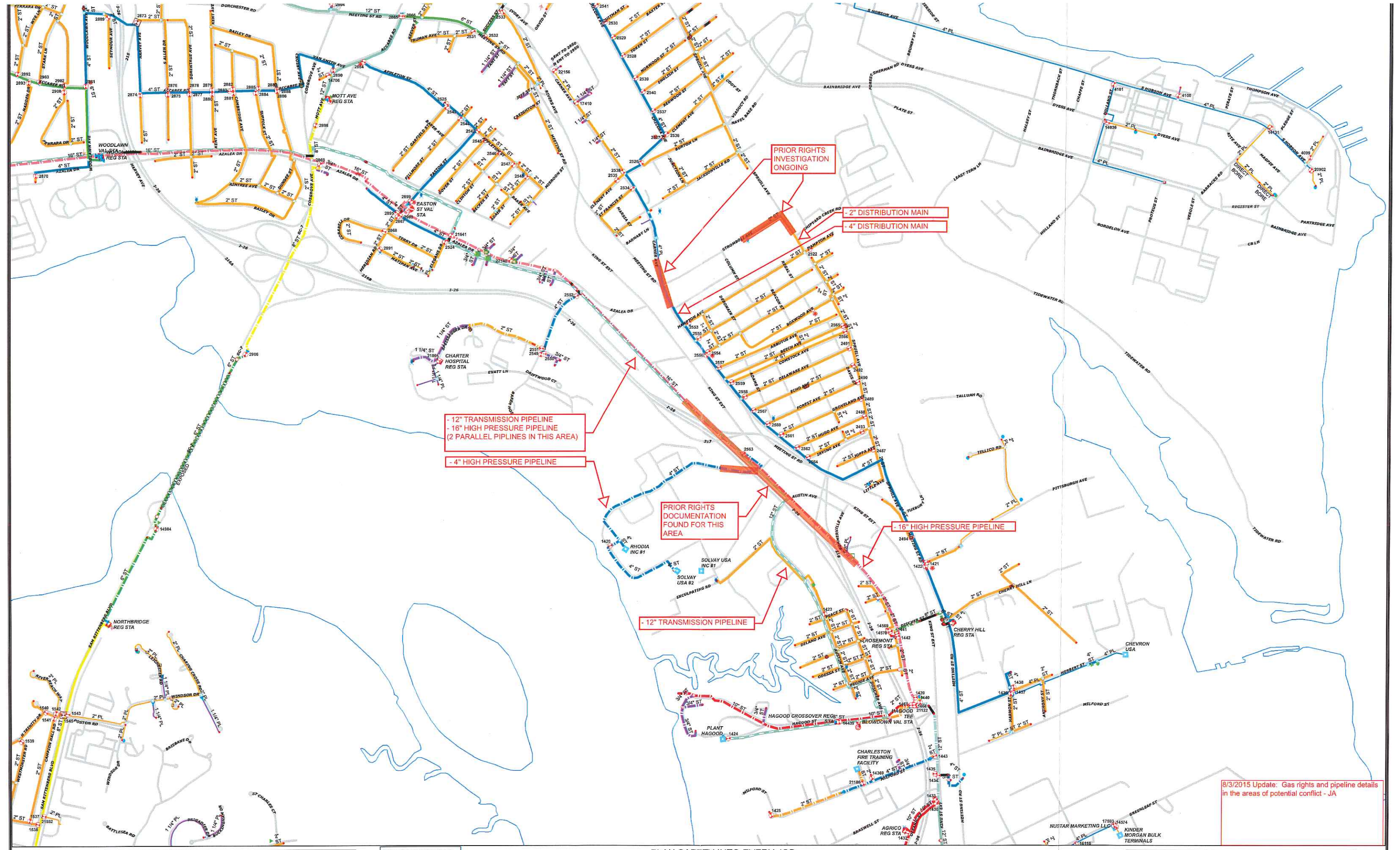
Recommended CIAC Value:
\$1483845.00

StartDate: 09/30/2015

Months:

EndDate: 06/29/2016

[Budget Timeline](#)



8/3/2015 Update: Gas rights and pipeline details in the areas of potential conflict - JA

3 DAYS BEFORE DIGGING IN SOUTH CAROLINA
 CALL 811 OR 1-888-721-7877
 PALMETTO UTILITY PROTECTION SERVICE

DEVELOPER'S SIGNATURE BLOCK
 Developer hereby approves this layout for construction. Any proposed change affecting this layout must be reported immediately to South Carolina Electric & Gas Company. All cost incurred in connection with any request change will be borne by Developer. Current SCE&G Co. overhead and underground policy at the time of construction will prevail. I hereby certify that I have the authority to approve this layout.
 Original Approved By: _____ (signature) _____ (print name)
 Title _____ Date _____

RIGHT OF WAY INFORMATION
 R/W Agent _____
 File Number _____
 Easement No. _____
 Coordinator _____
 Electric Eng.-Tech _____
 Gas Eng.-Tech _____



PLAN SAFETY INTO EVERY JOB



This information for planning usage only and should not be considered exact. A SCE&G approved field inspection and locate is required.

South Carolina Electric & Gas Co
 Title: I-26 Port Access Improvement Area
 Date: _____ Scale: 1 inch = 568 feet

17

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)


C123PG322

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 Right-of-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 described in the Trust Indenture) or impair the security of the Bonds.

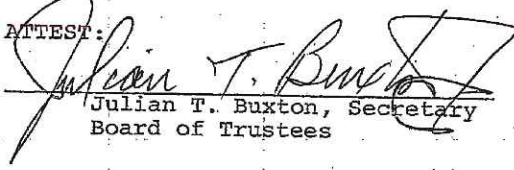
IN WITNESS WHEREOF, Baker Hospital has caused this instrument to be executed in its name and under its seal by its duly authorized officer, this 12th day of June, 1980.

BAKER HOSPITAL

By: 
Raymond Rosenblum, Chairman
Board of Trustees

WITNESSES:

ATTEST:

Julian T. Buxton, Secretary
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

MICROFILMED

26143

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

PERSONALLY APPEARED before me Brenda Hunter,
who, being duly sworn, says that (s)he saw W. E. Barrett,
as Vice President of THE CITIZENS AND SOUTHERN NATIONAL
BANK OF SOUTH CAROLINA, as Trustee, sign the foregoing Release, and
F. A. Spotts, as Asst. Corp. Trust Officer of THE
CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, as Trustee,
attest the same, and that (s)he with Betty Dubnel
witnessed the execution and delivery thereof as the act and deed of
the said THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA,
as Trustee,

123PG322

Brenda Hunter

SWORN to before me this 20th
day of June, 1980.

Betsy J. Wall
Notary Public for the State of
South Carolina.
My Commission Expires:
Sept 5 1983

26143

MICROFILMED

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.

IN WITNESS WHEREOF, The Citizens and Southern National Bank of South Carolina, as Trustee, has caused this Release to be executed in its name and its seal to be hereunto affixed and attested by its duly authorized officer, this 20th day of June, 1980.

C 123PG322

THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA,

As Trustee

By: W E Barnett

Its: Vice President

ATTEST:

H Spittle
Its: Assistant Corporate Trust Officer

WITNESSES:

Burda Bunter

Betty Sudock

MICROFILMED

26143

123PG352

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE FABER PLACE - HAGOOD 115 KV

ACCT. NO. W. O. #40643

CHECK NO. C-840

June 24, 1980

The undersigned hereby acknowledge receipt of timely payment of THIRTY-TWO THOUSAND AND NO/100

Dollars, (\$ 32,000.00), as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated June 24, 1980, to construct, maintain and operate gas and electric lines across

property of the undersigned located in the County of Charleston and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with said easement which is hereby ratified and confirmed.

WITNESS:

Charles Hazlewood (signature)

By: Baker Hospital Administrator (signature)



State of South Carolina, County of Charleston

Personally appeared before me Charles Hazlewood

and made oath that he saw the within named Baker Hospital, by W.O. Horne

Administrator sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment 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.

Sworn to before me this 24th day of June, 1980

(signature) Notary Public for S. C. 12/11/80

STATE OF SOUTH CAROLINA, County.

Personally appeared before me

and made oath that saw the within named

by the hand of sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein men-

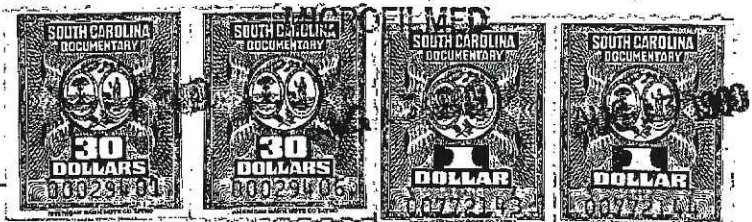
tioned, and that with witnessed the execution thereof and

subscribed names as witnesses thereto.

Sworn to and subscribed before me, this A. D., 19

(L. S.)

Notary Public For 26143



S. C. ELECTRIC & GAS CO.
P. O. Box
Charleston, S. C.

EMW

ML

C123PG352

FILED, INDEXED & RECORDED

C 123-352
1980 AUG 13 AM 11:10

ROBERT M. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

4.00
64.00
35.20

103.20

CHARLESTON COUNTY	091760	SOUTH CAROLINA	DOCUMENTARY TAX	35.20
	★	AUG 13 '80		
	RB. 10807			

Line: FABER PLACE - HAGOOD 115 KY

County: Charleston

**RECEIPT FOR RIGHT OF WAY
PAYMENT**

BAKER HOSPITAL

TO

**South Carolina Electric & Gas
Company**

Dated: June 24, 1980

Received in the Clerk's Office of the County
of

South Carolina, on the
day of A. D. 19.....

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

for said County on page.....

26143

REC-123PG365

State of South Carolina,

County of Charleston

KNOW ALL MEN BY THESE PRESENTS that I (WE) BAKER HOSPITAL, FORMERLY BAKER MEMORIAL 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 Grantee has selected, having a width of Thirty-five & Fifty feet, upon, over, under and across lands of Grantor(s) situated in the County of Charleston

State of South Carolina, bounded as follows:

Northerly by lands of Interstate 26

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 or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus 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 thereon 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, clevers and appurtenant facilities, for transportation of gas, oil, petroleum 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 from the 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 hereunder.

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

24th day of June 1980

WITNESS:

Handwritten signatures of witnesses.

BAKER HOSPITAL, CHAIRMAN OF THE BOARD, SECRETARY (SEAL) (SEAL) (SEAL) (SEAL) (SEAL)

MICROFILMED

26143

C123PG365 4.00

cmw
skd

S. C. ELECTRIC & GAS CO.
P. O. Box
Charleston, S. C.

State of South Carolina,

County of CHARLESTON

Personally appeared before me W. O. HORNE and made oath that he saw the within named BAKER HOSPITAL by the hand of Raymond Rosenblum, Chairman of the Board and Julian T. Buxton, Secretary

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with ROBERT J. FILIAULT in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 24th day of JUNE, 1980

Notary Public for S. C.
My commission expires 12/17/89.

STATE OF SOUTH CAROLINA,

County of _____ Personally appeared before me _____ and made oath that he saw the within named _____

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this _____ day of _____, 19____

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County of _____ Personally appeared before me _____

and made oath that _____ saw the within named _____ by the hand of _____ sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____ A. D., 19____ (L. S.)

State of South Carolina,

RENUNCIATION OF DOWER

County of _____ I, _____ do hereby certify unto all whom it may concern that Mrs. _____, the wife of the within named _____

did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas 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.

Given under my hand and seal this _____ day of _____ 19____

Notary Public for S. C.

FILED, INDEXED & RECORDED
C123-365
1980 AUG 13 AM 10:48

ROBERT N. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

Line: FABER PLACE - HAGOOD 11.5 KV
County: Charleston

RIGHT OF WAY GRANT

BAKER HOSPITAL

TO

South Carolina Electric & Gas Company

Dated: June 24, 1980

Received in the Clerk's Office of the County

of _____

South Carolina, on the _____

day of _____ A. D. 19____

at _____ noon

and recorded in Book _____ of Deeds

for said County on page _____

26143

orig

STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON
 ATTORNEY'S AMENDED CERTIFICATE OF TITLE
 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-1 and C, shown on a plat entitled "Showing Tracts A, B, B-1 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 "high-land premises."

ALSO:

ALL that certain piece, parcel and tract of land, situate, lying and being in Charleston Heights, Charleston 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 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 "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 SANITARIUM 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 SANITARIUM to SWIFT AGRICULTURAL 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 30th day of October , 1979.

LEGARE, HARE & SMITH

BY: J. C. Hare
J. C. Hare

MICROFILMED

26143

4992 17' RT.

26143

BAKER SANITARIUM

SEE PERMIT N^o 396 FOR RIW
ENCROACHMENT, SEWER LINE &
DRAINAGE DITCH STR. #40 to
ST. #43.

MICROFILMED

PLAN		PROFILE		SOUTH CAROLINA ELECTRIC & GAS CO.	
DR/TRMEL 6-16-78	DR/TRMEL 6-30-78	FOR FABER PLACE - HAGOOD 115 KV LINE			
DATE	DATE	DETAIL			
CK RWT 4-11-79	CK RWT 5-21-80	S. R. W. O. 40643			
DATE	DATE	SCALE 1" = 100' HOR. 1" = 20' VERT			
APP RWT 4-11-79	APP RWT 5-21-80	CP-18788		REV.	
DATE	DATE			8	
APP APL 4-11-79	APP AP 6-16-80	M. F. INDEX 9203		SHEET 7 OF 11 SHEETS	
DATE	DATE	CODE			
APP JHA 5-22-80	APP JHA 5-22-80	CARD NO.			
DATE	DATE				
APP BLL 6-12-80	APP BLL 6-12-80				
DATE	DATE				

BK N 125P6287

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE FABER PLACE - HA GOOD 115 KV

ACCT. NO. W.O. #40643

CHECK NO. C-845

November 25 1980

The undersigned hereby acknowledge receipt of timely payment of ELEVEN THOUSAND AND NO/100-----

as full payment for the rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement

dated November 17 1980 in Book 124 at Page 348

to construct, maintain and operate gas and electric lines across

property of the undersigned located in the County of Charleston and State of South Carolina. The under-

signed further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with

said easement which is hereby ratified and confirmed.

WITNESS.

Donna T. Deacon
John R. Jones

MOBIL FOUNDATION, INC.

By: *Richard E. Munn*
Secretary & Executive Director

Witness *Donald T. Deacon*

SEAL (SEAL) (SEAL) (SEAL)



State of South Carolina,
County of _____

Personally appeared before me _____

and made oath that he saw the within named _____

sign, seal and as he act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein men-

tioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this _____ day of _____, 19____

NEW YORK
Notary Public for S. C.

New York County.

Personally appeared before me _____

and made oath that he saw the within named _____

by the hand of *Richard E. Munn*, Secretary & Executive Director sign, affix the

corporate seal, and as the act and deed of said corporation, deliver the within written instrument for the uses and purposes therein men-

tioned, and that *HE* with *THEIR* _____ names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____, A. D. 1981

Notary Public for *West County*

(Witness) *Donald T. Deacon*

Form RW-3-SC-3-61
26145
Commission Expires March 30, 1982

MICROFILMED

Line: FABER PLACE - HAGOOD 115 KV
County: Charleston

RECEIPT FOR RIGHT OF WAY PAYMENT

MOBIL FOUNDATION, INC.

TO

**South Carolina Electric & Gas
Company**

Dated: November 25, 1980

Received in the Clerk's Office of the County
of _____
South Carolina, on the _____
day of _____ A. D. 19____,
at _____ o'clock in the _____
and recorded in Book _____ of Deeds

for said County on page
26145

0 9 6 8 8 0

CHARLESTON
COUNTY

SOUTH CAROLINA
DOCUMENTARY
TAX

12.10

MAY 29 81

10897

3K-N 125PG287
FILED, INDEXED & RECORDED
1981 MAY 29 AM 11:37
N125-287
ROBERT N. KING
REGISTER MESSENGER CONVEYANCE
CHARLESTON COUNTY, S.C.

S. C. ELECTRIC & GAS CO.
P. O. Box
Charleston, S. C.

4.00
22.00
12.10
38.10

RECORDED
X 1246348
BK 1246230

BK 1246230

ORIGINAL

KNOW ALL MEN BY THESE PRESENTS that I (WE) MOBIL FOUNDATION, INC. files of S. C. Electric & Gas Company.

This Copy to be returned for

County of Charleston State of South Carolina

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 upon, over, under and across lands of Grantor(s) situated in the County of Charleston

State of South Carolina, bounded as follows:
Northernly by lands of Austin Avenue and Rosemont Subdivision
Northerly by lands of Austin Avenue and Rosemont Subdivision
Westerly by lands of Tract A Consolidated Service, Inc.
Easterly by lands of Tract A Consolidated Service, Inc.

A tract of land containing 34.49 acres hereinafter and marshland, more or less, and being the same land conveyed by Deed of Mobil Oil Corporation dated August 6, 1976, and being recorded in the RMC Office of Charleston County in Book H-110 at Page 343 on September 8, 1976.

Right of way enters Grantor's land from Mobil Oil Corporation; thence extends in a southeasterly direction 1.295 feet, more or less, along the eastern margin of a road to the land of Consolidated Service, Inc. Grantor shall indemnify and hold Mobil Oil, its successors, or assigns harmless against any loss resulting from property damage, personal injury or death arising in any way out of its use of the easement premises, except for injury to Mobil Oil employees or damage to Grantee's equipment arising out of the sole negligence of Mobil Oil or its agents. Grantor reserves the rights of ingress and egress across the right of way, provided it does not interfere with Grantee's structures.

Right of way more fully shown on South Carolina Electric & Gas Company Drawing CP-18, 788, together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, 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 thereon and thereunder a line or lines of pipe to be buried to a depth so that it will not interfere with ordinary cultivation of said land, with valves, tees and appurtenant facilities, for transportation of gas, oil, petroleum products or any other liquids, gases or substances which can be transported through a pipe line. Together with the right from time to time to redeposit, 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, stumps 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. Rescinding, however, to Grantor 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 right to cultivate and use the ground within the limits of said right of way, as provided for hereunder. 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 ELEVEN THOUSAND AND NO/100 Dollars (\$11,000.00) within six (6) months from the 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 hereunder. TO HAVE AND TO HOLD, the aforesaid rights by the Grantee, its successors and assigns, as aforesaid, And the Grantor(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 hereof. Grantee's rights shall be subject to the lien of the mortgage indenture dated January 1, 1945 and supplements thereto, entered into between Grantor 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)' heirs, 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 day of NOVEMBER 1976

WITNESS: [Signature]
BY: [Signature] President
BY: [Signature] Vice President
BY: [Signature] Secretary
APPROVED AS TO LEGALITY AND FORM
AS EXECUTION
26145
MICROFILMED
RW-2-BG-SC-12-73

Line: FABER PLACE - HA992 115 KV
County: Charleston

RIGHT OF WAY GRANT

MOBIL FOUNDATION,
Charleston
Register Measne County, S.C.
TO
South Carolina Electric & Gas Company

Dated: November 17, 19 80

Received in the Clerk's Office of the County

of South Carolina, on the

day of _____, 19 _____

at _____ of _____
and recorded in _____
for said County _____

26145

FILED, INDEXED & RECORDED
ON BEHALF OF THE CLERK
CHARLES COUNTY, S.C.
8 34 PM 3:34

Filed, Indexed and RECORDED
Nov 17 19 81
TIME 3:55
BOOK 1124 Page 349

Given under my hand and seal this _____ day of _____, 19 _____

separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas 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.

do hereby certify _____ the wife of the within named _____

State of South Carolina,
Notary Public for S. C.
My commission expires 12/15/90.
Personally appeared before me _____
and made oath that _____
saw the within named _____
by the hand of _____
Corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____
witnessed the execution thereof and _____
names as witnesses thereto.

Sworn to and subscribed before me, this _____ day of _____, 19 _____

Notary Public for S. C.
My commission expires 12/15/90.
Personally appeared before me _____
and made oath that he saw the within named _____
G. C. Maetze, Executive Vice President, Operations and H. M. Bryant, Secretary,
Attesting for the South Carolina Electric & Gas Company

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with _____
in the presence of each other, witnessed the due execution thereof.

Sworn to before me this _____ day of _____, 19 _____

Notary Public for S. C.
STATE OF SOUTH CAROLINA,
Personally appeared before me _____
and made oath that he saw the within named _____

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with _____
in the presence of each other, witnessed the due execution thereof.

Personally appeared before me _____
and made oath that he saw the within named _____

State of South Carolina,
Notary Public for S. C.
Personally appeared before me _____
and made oath that he saw the within named _____

Make 4.00
7.00

S. C. ELECTRIC & GAS CO. REC # 124PG230

REC-Record
X124PG348

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ATTORNEY'S CERTIFICATE OF TITLE

Prepared for

SOUTH CAROLINA ELECTRIC AND GAS COMPANY

Property of

MOBILE FOUNDATION, INC.

WE, LEONARD, 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 MOBILE FOUNDATION, INC. has title to the property hereinafter described with the exceptions hereinafter specifically set forth.

DESCRIPTION OF PROPERTY

All those pieces, parcels or tracts of land, situate, lying and being in the County of Charleston, South Carolina, shown and designated as "Tract B" and "Tract C" on a plat by E. M. Seabrook, Jr., Inc., entitled "Plat of Three Tracts of Land Situate in Charleston County S. C. and owned by Mobil Oil Corporation. Tract A contains 9.40 Acres Highland and 1.22 Acres Marsh, Tract B contains 21.23 Acres Highland and 13.17 Acres Marsh, and Tract C contains 3.91 Acres Highland and 1.06 Acres Marsh." dated November 6, 1972 and recorded in Plat Book AB, Page 115, RMC Office for Charleston County, South Carolina, and having such size, shapes, buttings, boundaries, dimensions and locations as will appear by reference to said plat which is incorporated hereby by reference, be all the dimensions and measurements shown thereon a little more or less.

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. 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, more particularly described in that deed from Mobil Oil Corporation to Consolidated Service, Inc. dated February 6, 1973 and recorded February 13, 1973 at Book D-101, page 286, said RMC Office; to the South on property now or 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 Gas Company and partly on said Tract A.

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

26145

MICROFILMED

owned by Mobil Oil Corporation, recorded in Plat Book AC, page 82, said RMC Office and more particularly described in that certain deed from Mobil Oil Corporation to Robert F. White and Patricia C. White dated August 24, 1973 and recorded September 12, 1973 in Book V-102, page 402, said RMC Office.

BEING the same property conveyed to Mobil Foundation, Inc., a New York membership corporation, by deed of Mobil Oil Corporation dated August 9, 1976, and recorded in the R.M.C. Office for Charleston County in Book H 110 at page 343 on September 8, 1976.

TMS #446-00-00-021
#446-00-00-023

Mortgages, leases, judgments, liens, lis pendens, restrictions or other like instruments of record that might affect or be affected by a conveyance from Mobil Foundation, Inc. to the South Carolina Electric and Gas Company of a fee simple interest of the subject property and as follows:

SUBJECT TO:

1. Sewer easement granted by Mobil Oil Corporation to North Charleston Sewer District, dated September 10, 1975 and recorded in Plat Book AD, page 142.

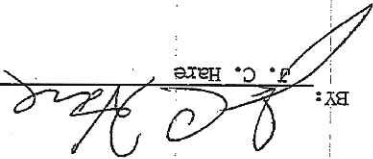
TAXES:

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 15th day of October, 1979.

LEHARE, HARE & SMITH

BY:



J. C. Hare

26145

MICROFILMED

BOOK H/57 PAGE 402

RIGHT OF WAY AGREEMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BEFORE ME, the undersigned authority, on this day personally appeared Juanita T. Carson and Little R. Kelleod as Executrices of the Will of Adele B. Hertz

known to me and in consideration of Seventy-Five Dollars (\$75.00) to them in hand paid, receipt of which is hereby acknowledged, do hereby extend and enlarge unto the South Carolina Electric & Gas Company, a South Carolina corporation, its successors and assigns, the easement herein mentioned, to include the right to lay, construct, operate, maintain, a line or lines of pipe or other for the transmission of gas, oil, petroleum or any of its products, and to erect, repair, replace or change the size of or remove a pipe in whole or in part, together with other equipment and appurtenances as may be necessary or incidental for such operations, and the right to build additional lines from time to time over and under the existing easement under and through the lands of the Estate of Adele B. Hertz in Charleston County covered by an easement from Adele B. Hertz to the South Carolina Electric & Gas Company, dated October 3, 1930, and recorded in the U. S. M. C. Office for Charleston County in Book 8-30, Page 73.

It is understood and agreed that the pipe line will be laid approximately five feet (5') west of the existing 44 KV transmission line poles. The South Carolina Electric & Gas Company, a South Carolina corporation, is now the owner of all easements granted to the South Carolina Electric & Gas Company, having acquired all right, title, and interest of the South Carolina Electric & Gas Company, TO HAVE AND TO HOLD, all the right and privileges hereunto granted into the South Carolina Electric & Gas Company, its successors and assigns.

IN WITNESS WHEREOF these presents are executed this 22 day of October, 1952.

WITNESSES:
Johnnie L. Carson
Little R. Kelleod
J. M. [Signature]
J. M. [Signature]

93064

S. C. State Bank
Post Office 9306
New York
Nov 13/53 at 2:30
P. M. 10
New York
City Bank & Trust Co.

of
State of New York
by James T. Coombs
Jury R. Meade

To

J. C. Eckhart & Co.

3)

Charleston, S. C., Office of Register

Mesne Coverance

Filed, Indexed and Recorded this

November 13 A. M. 1953

at 2:31 o'clock in

Book No. 7 page 408

S. C. Doc. Stamps affixed.

U. S. Doc. Stamp affixed.

Witness: Register of Court

Doc 8100th

J. S. Cogswell
R. M. D.

BK & N 125 PG 288

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE FABER PLACE - HAGOOD 115 KV

ACCT. NO. W.O. #40643

CHECK NO. C-844

November 25

1980

The undersigned hereby acknowledge receipt of timely payment of FOURTEEN THOUSAND AND NO/100

as full payment for the right granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement

dated November 17, 1980 in Book 1124 at Page 349 to construct, maintain and operate gas and electric lines across

property of the undersigned located in the County of Charleston and State of South Carolina. The undersigned further acknowledges that the right of way survey is satisfactorily located on the property of the undersigned in accordance with

WITNESS

ROBERT E. GEIGER ASS'Y. SECRETARY

FRED TYSON

MOBIL OIL CORPORATION

(SEAL)

(SEAL)

(SEAL)

(SEAL)



Personally appeared before me

County of

State of South Carolina,

and made oath that he saw the within named

act and deed deliver the within Receipt for Right of Way Payment for the uses and purposes therein men-

tioned, and that he with in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 19 day of

NEW YORK Notary Public for S. C.

STATE OF SOUTH CAROLINA

NEW YORK

County.

Personally appeared before me

FRED TYSON

and made oath that he saw the within named

MOBIL OIL CORPORATION

by the hand of J. H. BARRY, Asst. Controller (authorized officer), sign, affix the

corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein men-

tioned, and that he with

ROBERT E. GEIGER

subscribed names as witnesses thereto.

Sworn to and subscribed before me, this 21st

April

A. D. 1981

(Witness)

witnessed the execution thereof and

subscribed

day of

Notary Public for New York

JOSEPH ZOLNOWSKI

Notary Public, State of New York

No. 41-9810950

Qualified in Queens County

Certificate filed in New York County

MICROFILMED

261447 RW-3-SC-3-61

Line: FABER PLACE - HAGOOD 115 KV

County: Charleston

RECEIPT FOR RIGHT OF WAY PAYMENT

MOBILE OIL CORPORATION

TO

**South Carolina Electric & Gas
Company**

Dated: November 25, 1980

Received in the Clerk's Office of the County

of South Carolina, on the

day of A. D. 19

at o'clock in the

and recorded in Book of Deeds

for said County on page

26144

[Handwritten Signature]
C. ELECTRIC & GAS CO.
P. O. Box 5
Charleston, S. C.

ROBERT N. KING
REGISTER MESSNG CONVEANCE
CHARLESTON COUNTY, S.C.
1981 MAY 29 AM 11:38
N 125-288

SOUTH CAROLINA COUNTY DOCUMENTARY TAX
MAY 29 81
15.40

CHARLESTON COUNTY
096881

FILED, INDEXED & RECORDED
N 125-288

4.00
28.00
15.40
47.40

State of South Carolina, Charleston
 BK 6 124 PG 231 BK
 ORIGINAL
 This copy to be returned to
 files of S. C. Electric & Gas Company,
 CHARLESTON

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 upon, over, under and across lands of Grantor(s) situated in the County of Charleston

Northerly by lands of Baker Memorial Sanatorium
 Easterly by lands of Interstate I-26
 Southerly by lands of Consolidated Services, Inc.
 Westerly by lands of Ashley River

A tract of land containing 121.82 acres, more or less, and being the same land conveyed to Mobil Oil Corporation dated May 18, 1976, and recorded in the RMC Office of Charleston County in Book M-34 at Page 6 on September 25, 1976.

Right of way enters Grantor's land from the land of Baker Memorial Sanatorium; thence extends in a southeasterly direction 4,728 feet, more or less, paralleling the eastern boundary along the fence of Interstate #26 to Austin Avenue.

Grantee shall indemnify and hold Mobil Oil, its successors, or assigns harmless against any loss resulting from property damage, personal injury or death arising in any way out of its use of the easement premises, except for injury to Mobil Oil employees or damage to Grantee's equipment arising out of the sole negligence of Mobil Oil or its agents.

Grantor reserves the rights of ingress and egress across the right of way, provided it does not interfere with Grantee's structures.

Right of way is as more fully shown on South Carolina Electric & Gas Company Drawing CP18,788.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supporting structures, overhead and underground conductors and lightning protective wires, communication wires, gyls, push braces and other accessory apparatus 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 thereon and thereunder a line or lines of pipe to be buried to transportation of gas, oil, petroleum 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 redeposit, 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, stumps 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 Grantor 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 right herein granted, and provided further that no building or other structure shall be erected by the Grantor 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 FOURTEEN THOUSAND AND NO/100 Dollars (\$14,000.00) within Six (6) Months from the 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 hereunder.

TO HAVE AND TO HOLD, the aforesaid rights by the Grantee, its successors and assigns, as aforesaid.

And the Grantor(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)' 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 _____ day of November, 1980

WITNESS:

ATTEST: *[Signature]*

BY: *[Signature]* W.S. Northrup
 ASSX. CONTROLLER
 (AUTHORIZED OFFICER)
 SOUTH CAROLINA ELECTRIC & GAS CO.

BY: *[Signature]* Executive Vice President - Oper.

ATTEST: *[Signature]* Fred Tatum

ATTEST: *[Signature]* R. W. Bryant, Secretary

26144

MICROFILMED (SEAL)

RW-2-EG-SC-12-73

APPROVED AS TO LEGALITY AND FORM
 11-18-80
 AS TO EXECUTION
 11-18-80
 11-18-80

Line: FABER PLACE - HAGOOD 115 KV

County: Charleston

RIGHT OF WAY GRANT

MOBIL OIL CORPORATION

TO

South Carolina Electric & Gas Company

Dated: November 17, 1980

Received in the Clerk's Office of the County of Charleston, South Carolina, on the day of December 18, 1980 at 1:30 PM

and recorded in Book 26144 for said County on the day of December 18, 1980 at 1:30 PM

26144

REGISTERED MEANS CONVEYANCE CHARLESTON COUNTY, S.C. RECORDED & INDEXED

Register of Deeds, Charleston County, S.C. King

Given under my hand and seal this 17th day of November, 1980. Notary Public for S.C. Book 26144 Page 349

County of South Carolina, State of South Carolina

Sworn to and subscribed before me, this 17th day of November, 1980. JOSEPH ZOLNOWSKI, Notary Public, State of New York, No. 41-9810950

Personally appeared before me ROBERT E. GEIGER, Assistant Controller, MOBIL OIL CORPORATION

Sworn to before me this 10th day of November, 1981. Notary Public for S.C. My commission expires 12/15/90.

Personally appeared before me Jo Ann Butler, Secretary, G. C. Meetze, Executive Vice President, Operations and H. M. Bryant, Secretary for the South Carolina Electric & Gas Company

Sworn to before me this 19th day of November, 1981. Notary Public for S.C.

Personally appeared before me and made oath that he saw the within named

Sworn to before me this 19th day of November, 1981. Notary Public for S.C.

Personally appeared before me and made oath that he saw the within named

County of South Carolina, State of South Carolina

Sworn to before me this 19th day of November, 1981. Notary Public for S.C.

Sworn to before me this 19th day of November, 1981. Notary Public for S.C.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
ATTORNEY'S CERTIFICATE OF TITLE
Prepared For
SOUTH CAROLINA ELECTRIC AND GAS COMPANY
Property of
MOBIL OIL CORPORATION

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 MOBIL OIL CORPORATION has title to the property hereinafter described with the exceptions 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 105.07 acres of high land, more or less and 16.75 acres of marsh, more or less and butting and bounding as follows: to the West by the Ashley River; to the East by Interstate Route 26; to the South by lands of Consolidated Services, Inc.; and to the North by lands of Baker Memorial Sanitorium.

BEING part of the property conveyed to Virginia-Carolina Chemical Corporation by deed of George Bryan, Special Master dated May 18, 1976 and recorded in the R.M.C. Office for Charleston County in Book M-34, page 6 on September 25, 1976. TMS #466-00-00-011

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

SUBJECT TO:

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

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 30th day of October, 1979.

LEGARE, HARE & SMITH

BY:

[Handwritten Signature]
J. C. Hare

MICROFILMED

26144

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ATTORNEY'S CERTIFICATE OF TITLE

Prepared For

SOUTH CAROLINA ELECTRIC AND GAS COMPANY

Property of

MOBIL OIL CORPORATION

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 MOBIL OIL CORPORATION has title to the property hereinafter described with the exceptions 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 105.07 acres of high land, more or less and 16.75 acres of marsh, more or less and butting and bounding as follows: to the West by the Ashley River; to the East by Interstate Route 26; to the South by lands of Baker Memorial Services, Inc.; and to the North by lands of Baker Memorial Sanitorium.

BEING part of the property conveyed to Virginia-Carolina Chemical Corporation by deed of George Bryan, Special Master dated May 18, 1976 and recorded in the R.M.C. Office for Charleston County in Book M-34, page 6 on September 25, 1976. TMS #466-00-00-011

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

SUBJECT TO:

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

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 30th day of October, 1979.

LEGARE, HARE & SMITH

BY: *[Signature]*
 J. C. Hare

26144
 MICROFILMED

State of South Carolina,

County of Charleston

KNOW ALL MEN BY THESE PRESENTS that I (WE)

CONSOLIDATED SERVICE, INC.

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

Grantor has selected, having a width of _____ feet, upon, over, under and across lands of Grantor(s) situated in the County of Charleston

State of South Carolina, bounded as follows:
Northerly by lands of Mobil Oil Company
Easterly by lands of Mobil Oil Company
Southerly by lands of S. C. Electric & Gas Company (Hagood)
Westerly by lands of Ashley River

A tract of land containing 10.62 acres, more or less, being the same land conveyed to Consolidated Service, Inc. on January 6, 1973, and recorded in Book D-101 at Page 296 in the RMC Office of Charleston County. Right of way enters Grantor's land from the land of the Mobil Oil Foundation; thence extends across Grantor's land in a southeasterly direction to the land of South Carolina Electric & Gas Company (Hagood). Right of way is as more fully shown on South Carolina Electric & Gas Company Drawing No. CF-18,788.

This easement cancels and supercedes easement dated July 21, 1975, and recorded in Book M-107 at Page 155 in the Charleston County RMC Office.

The above described property is located on the west side of King Street Extension, Charleston County, South Carolina.

together with the right to construct, maintain, operate, replace and alter thereon and thereunder one or more lines for the transmission or distribution of electric energy, consisting of supplying structures, overhead and underground conductors and lightning protective wires, communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary; 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 thereon and hereunder a line of lines of pipe to be buried to such depth so that it will not interfere with ordinary cultivation of said land, with valves, devices and appurtenant facilities, for transportation of gas, oil, petroleum 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 re-design, 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 as 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 herebefore 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 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 "Grantee" shall include Grantor(s)'s) heirs, executors, administrators, successors and assigns, as the case may be. The word "Grantor(s)" 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 _____ day of August, 1980.

CONSOLIDATED SERVICE, INC.

By: _____

President

Secretary

(SEAL)

(SEAL)

(SEAL)

RW-2-EG-SC-12-73

26146

MICROFILMED

Line: FABER PLACE - HAGOOD 115 KV

County: Charleston

RIGHT OF WAY GRANT

CONSOLIDATED SERVICE, INC.

TO

South Carolina Electric & Gas Company

Dated: August 14, 1980

Received in the Clerk's Office of the County of ... South Carolina, on the ... day of ... A. D. 19 ... at ... o'clock in the ... noon and recorded in Book ... of Deeds for said County on page ...

26146

Notary Public for S. C.

Given under my hand and seal this ... day of ... 19 ...

I, ... do hereby certify ... into all whom it may concern that Mrs. ... the wife of the within named ... did this day appear before me, and, upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the within named South Carolina Electric and Gas 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.

State of South Carolina, Notary Public for South Carolina, Anthony J. Bestagno, Jr. My Commission expires on the 14th day of August, 1981.

Sworn to and subscribed before me, this 14th day of August, 1980. I, ... names as witnesses thereto, subscribed their names as witnesses thereto.

and made oath that he saw the within named Consolidated Service, Inc. sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that he with Shaly G. Pendarvis witnessed the execution thereof and

Personally appeared before me William Bell Notary Public for S. C. STATE OF SOUTH CAROLINA, Charleston County.

Sworn to before me this ... day of ... 19 ...

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with ... in the presence of each other, witnessed the due execution thereof.

Personally appeared before me ... and made oath that he saw the within named ... Notary Public for S. C. STATE OF SOUTH CAROLINA, Charleston County.

Sworn to before me this ... day of ... 19 ...

sign, seal and as his act and deed deliver the within right of way grant for the uses and purposes therein mentioned, and that he with ... in the presence of each other, witnessed the due execution thereof.

Personally appeared before me ... and made oath that he saw the within named ... Notary Public for S. C. STATE OF SOUTH CAROLINA, Charleston County.

FILED, INDEXED & RECORDED 11/3-318 1980 SEP 19 AM 9 55 CHARLESTON COUNTY, SOUTH CAROLINA

REC L 123PG318

S. C. ELECTRIC & GAS CO. P. O. Box Charleston, S. C.

11 57 PAGE 408

STATE OF MINNESOTA
DEPT. OF REVENUE

LETTER TO THE COMMISSIONER, MINNESOTA DEPARTMENT OF REVENUE, DATED AUGUST 27, 1953.

RE: THE MINNESOTA TRADING COMPANY, INC., A CORPORATION OF MINNESOTA, DOING BUSINESS AS THE MINNESOTA TRADING COMPANY, AND SOUTHWESTERN TRADING COMPANY, INC., A CORPORATION OF MINNESOTA, DOING BUSINESS AS THE SOUTHWESTERN TRADING COMPANY.

ATTENTION: THE MINNESOTA TRADING COMPANY, INC., DOING BUSINESS AS THE MINNESOTA TRADING COMPANY, AND SOUTHWESTERN TRADING COMPANY, INC., DOING BUSINESS AS THE SOUTHWESTERN TRADING COMPANY.

Reference is made to the letterhead memorandum dated August 12, 1953, from the Commissioner of the Department of Revenue, Minnesota, to the Commissioner of the Department of Revenue, Wisconsin, regarding the above-captioned companies.

It is noted that the Wisconsin Department of Revenue is holding the books of the companies described above of the Wisconsin Department of Revenue.

(1) In consideration of the prices and of the contents of the tax returns filed for the companies described above, the Wisconsin Department of Revenue is holding the books of the companies described above of the Wisconsin Department of Revenue.

The Wisconsin Department of Revenue is holding the books of the companies described above of the Wisconsin Department of Revenue.

The Wisconsin Department of Revenue is holding the books of the companies described above of the Wisconsin Department of Revenue.

The Wisconsin Department of Revenue is holding the books of the companies described above of the Wisconsin Department of Revenue.

The Wisconsin Department of Revenue is holding the books of the companies described above of the Wisconsin Department of Revenue.

9805

9305

not required by the Company to acquire the land, buildings, and appurtenances

other locations or locations and buildings the same of which is provided in

the Gas Company shall not be bound to provide and operate said line and

to each other locations as are covered by this gas company and (2) that

and appurtenances conveyed therewith from said location to other locations provided

to do so, the gas company shall, within ninety (90) days before the date the

locations shall be provided to the gas company in the Charter, Company

locations shall be provided to the gas company in the Charter, Company

operator, or intended to be provided to the gas company in the Charter and

(4) should be the line or franchise conveyed therewith constructed,

on immediately from the laying, construction, operation, maintenance, inspection,

from any and all claims and injuries to persons and properties relating directly

but are covered to apply to gas rate line instead of power line.

property therein the city (5) foot wide, and to remain effective in this grant

and portion of line, and portion (6) relating to gas rate line.

company, namely paragraph (7) relating to

in such by the gas company and certain conditions that were incorporated in the

the one granted to the gas company in 1930, and is amended

(8) To be subject to the Charter and the Charter of 1930, and to be amended

and the Charter of 1930, and to be amended

and to be amended

BOOK H 57 PAGE 408

(5) The Chemical Company reserves the right to so use, occupy or employ said premises with good engineering and operating practices.

The right to so use, occupy or employ said premises shall be so limited as to result in no interference with the laying, construction, operation and maintenance of said line and any appurtenances thereon.

(6) It is further understood and agreed that the Gas Company, subject to the same conditions and covenants, shall have the right to lay, construct, operate and maintain said line upon the same premises as hereinbefore recited for said additional time when laid within the

right of way herein conveyed.

(7) The Gas Company at any and all reasonable times shall have the right of ingress and egress to and from such premises for all purposes of this grant.

(8) The Gas Company agrees to lay and maintain such lines in accordance with good engineering practice and that it will pay for any damage to poles or existing improvements caused by the construction, operation and maintenance of such lines. The Gas Company shall have the right to lay and maintain such lines in accordance with good engineering practice and that it will pay for any damage to poles or existing improvements caused by the construction, operation and maintenance of such lines. The Gas Company shall have the right to lay and maintain such lines in accordance with good engineering practice and that it will pay for any damage to poles or existing improvements caused by the construction, operation and maintenance of such lines.

(9) The Gas Company shall have the right to lay and maintain such lines in accordance with good engineering practice and that it will pay for any damage to poles or existing improvements caused by the construction, operation and maintenance of such lines. The Gas Company shall have the right to lay and maintain such lines in accordance with good engineering practice and that it will pay for any damage to poles or existing improvements caused by the construction, operation and maintenance of such lines.

The Gas Company shall have the right to lay and maintain such lines in accordance with good engineering practice and that it will pay for any damage to poles or existing improvements caused by the construction, operation and maintenance of such lines. The Gas Company shall have the right to lay and maintain such lines in accordance with good engineering practice and that it will pay for any damage to poles or existing improvements caused by the construction, operation and maintenance of such lines.

Stamps and signatures at the top of the page, including a circular seal and several handwritten signatures.

9305

APR 10 1953
832
1053
Mr. [Signature]

James L. M. [Signature]

... of the ...
... of the ...
... of the ...
... of the ...

APR 27 1953
[Signature]
[Signature]
MARCH 2, 1956

W. B. [Signature]
WILLIAM B. [Signature]

... of the ...
... of the ...
... of the ...
... of the ...

STAFF OF ...
STAFF OF ...

BOOK 57 PAGE 411