

THE STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

RIGHT OF WAY EASEMENT

Approximate Survey Station

Road/Route **Port Access Road**
 File **10.037345A**
 Item
 Project **GEN8**
 PIN **37345 RD01**
 Tract **20**

5833+00 To 5835+00 RT
 I-26 Line C
 To
 To

KNOW ALL MEN BY THESE PRESENTS, That I (or we) **Robert T. Hudgens, 1 South Basilica Avenue, Hanahan, South Carolina 29410**, in consideration of the sum of **Two Hundred Thirty Two Thousand Four Hundred Forty-Eight and NO/100 Dollars (\$232,448.00)**, to me (or us) in hand paid, and other valuable consideration at and before the sealing and delivering thereof, by the South Carolina Department of Transportation, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, give, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, an easement or right of way for the construction, improvement, operation and maintenance of a public road known as a State Highway **From: I-26 (Exit 216) To: Proposed Port Terminal on Port Access Road (R/W Corridor)**, State and County aforesaid, as shown on plans prepared by the South Carolina Department of Transportation, upon and across the land which I (or we) may own, in whole or in part, between the survey stations referenced above and as depicted and described on the above reference plans together with, all and singular, the rights, members, hereditaments, and appurtenances thereunto belonging, or in any way incident or appertaining. The grantor expressly recognizes the possibility that the property herein may be used in the future by public utility or others granted the statutory right to use the right of way.

SPECIAL PROVISIONS:

Of the above consideration of, **\$200,000.00** is to be paid upon acceptance of this deed and the remaining **\$32,448.00** is to be paid when the rights of way is clear of all materials and debris (demolition of existing building and concrete within the rights of way). Also, it is understood and agreed Grantor shall have the rights of way clear of all materials and debris within one hundred fifty (150) days of execution of this document. In the event the Grantor foresees the rights of way will not be clear of all materials and debris within the specified time frame, a written request for extension maybe submitted, reviewed and conceivably granted. In the event the Grantor does not have the rights of way clear of all materials and debris post extension to the satisfaction of the Department, the Grantee is relieved of making any further payment to the Grantor for work to be completed.

All that certain parcel of land being, 0.04 acre (1,885 SF), ^{and all improvements thereon including approximately 2,000 SF of the building improvements, and the cost to cure to reface the building, owned by Robert T. Hudgens, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof.} Tax Map No. 464-02-00-002. The above consideration is for 0.04 acre of land and all improvements thereon, if any, including rights of access as may be needed for controlled access facilities.

TO HAVE AND TO HOLD, all and singular, the said easement or right of way and the rights hereinabove granted, unto the said South Carolina Department of Transportation, its successors and assigns forever for a public road, highway, other public transportation purposes or other public uses as are permitted within and in conjunction with highway rights of way and the grantors hereby dedicated their respective interest in said strip of land to public use for such purposes.

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked 12-18-13 By [Signature]
 Recorded _____ By _____
 Project GEN8 File 10.037345A Tract 20

PAYMENT
REQUESTED
DEC 30 2013

It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my (or our) heirs, assigns or administrators within the limits of the right of way herein conveyed and that such buildings and fences are now within the right of way herein conveyed will be moved from the right of way and restored in as good condition as before moving at the expense of the South Carolina Department of Transportation.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this 5th day of December, in the year of our Lord, Two Thousand and 13.

Signed, sealed and delivered in the presence of:

Robert M. Hudgens
1st Witness

Robert T. Hudgens
Robert T. Hudgens (L.S.)

Amanda Callaway
2nd Witness

(L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF South Carolina)
COUNTY OF Charleston)

ACKNOWLEDGEMENT

Personally appeared before me the above named Grantor(s) and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 5th day of December, 2013.

Mark A. Westbury
Signature of Notary Public

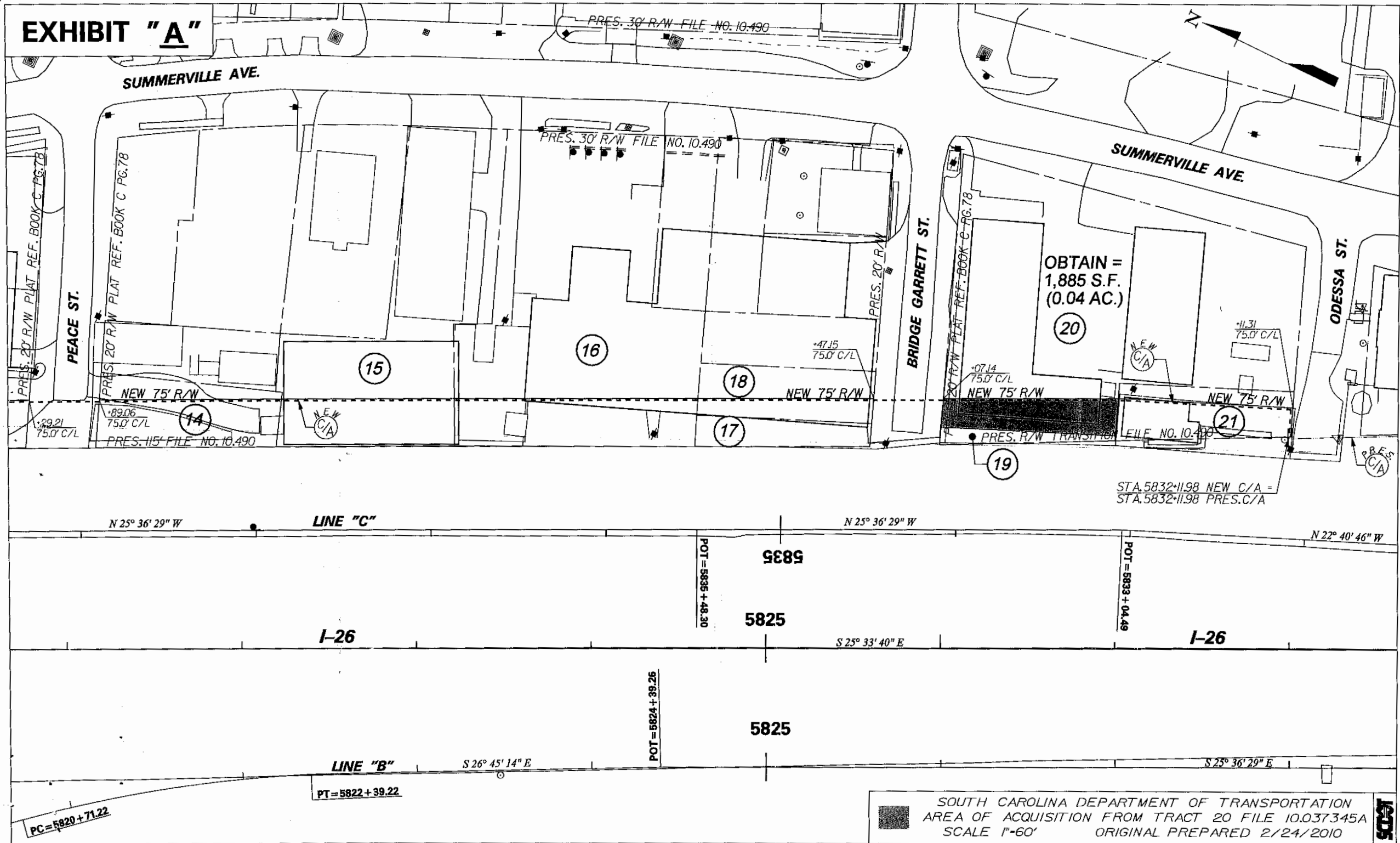
Mark A. Westbury
Printed Name of Notary Public

NOTARY PUBLIC FOR THE STATE OF South Carolina
My Commission Expires: December 17, 2017
(Affix seal if outside SC)

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked _____ By _____
Recorded _____ By _____ Tract 20
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EXHIBIT "A"



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
 AREA OF ACQUISITION FROM TRACT 20 FILE 10.037345A
 SCALE 1"=60' ORIGINAL PREPARED 2/24/2010

THE STATE OF SOUTH CAROLINA

Tract 20

COUNTY OF CHARLESTON

Road/Route **Port Access Road**
 File **10.037345A**
 Item
 Project **GEN8**
 PIN **37345 RD01**

MORTGAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS, That I (or we Ameris Bank, 49 Archdale Street, Charleston, SC 29401 do, for certain valuable consideration release from the lien and operation of my (our) Mortgage recorded in Charleston County in Mortgage Book E629, Page 56, the right of way conveyed to the South Carolina Department of Transportation by deed of Robert T. Hudgens, 1 South Basilica Avenue, Hanahan, South Carolina 29410 dated the 5th day of December, 2013, so that said right of way shall be free and unaffected by the said Mortgage, but insofar as the remainder of this property is concerned, the Mortgage shall remain in full force and effect.

Witness our hand and seal this 5th
 day of December, 2013.

In the presence of:

F &
[Signature]

Ameris Bank

[Signature]
 By: CHAD D. SMITH

AVP, BUSINESS BANKER (L.S.)
 Its:

Mortgage Release (continued)

THE STATE OF South Carolina)
 COUNTY OF Charleston) PROBATE

Personally appeared before me the undersigned witness and made oath that she/he saw the within named sign, seal and as their act and deed, deliver the within written instrument, and that she/he with the other witness whose signature appears above witnessed the execution thereof.

FS

SWORN to before me this 5th
 day of December, 2013
Poli W. Snel
 NOTARY PUBLIC FOR South Carolina
 My Commission Expires: 3/8/2016