

March 6, 2014

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

Re: File 10.037345A – PIN 37345-UT01 – Engineering Costs in Reference to OWIP
#270369 (Transmission) – I-26/Port Access Road – Charleston County

Agreement No: 12959

Project ID	Phase	Cost Center	WBS Element	Fund	Functional Area	Amount
0037345	UT	U120000C10	10GEN8000.PORT.5	40959000	U120_2220_0030	\$277,000.00

Dear Mrs. Doar:

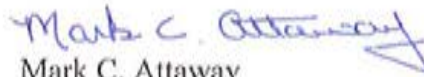
The South Carolina Department of Transportation (SCDOT) has reviewed and approved the enclosed utility agreement in the amount of \$277,000.00 pertaining to the above referenced project. This letter serves as your notice to proceed with the relocation of your facilities in accordance with the agreement 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.



Prior to beginning your operation, you must notify Resident Construction Engineer (RCE) Daniel Burton, Post Office Box 335, Green Pond, South Carolina 29446. RCE Burton may be contacted via email at BurtonD@scdot.org or may be reached at telephone number (843) 844-2687. 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 RCE 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

Daniel Burton, Resident Construction Engineer

James (Jac) H. Mattox, Program Manager

Annette Rish, Senior Budget Analyst, Budget Office

S. F. Lorick, Jr. Obligations Management

Diane Stubbs, Obligations Management

Michael Hughes, Project Closing Coordinator

File:RW/UM/MCA



January 16, 2014

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 # 27036 (Transmission)**

Dear Mark:

Please find enclosed the REVISED Utility Agreement and updated estimate 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 B. Doar".

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



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 6th day of March, 20 14, by and between
the South Carolina Department of Transportation, hereinafter called "Department" and the
South Carolina Electric and Gas Company hereinafter called "Company".

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 this Utility Agreement are for Engineering Costs ONLY at this time. All future costs associated with this project will be added at a later time and agreed upon by SCE&G and the SCDOT.

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

\$ \$277,000.00

State Share 100%

Utility Share 0%

- a)(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, South Carolina
(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).
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 Project 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.

- (X) 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.
- (X) (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. Items of materials shall be itemized where they represent major components.

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 Company

ADDRESS: 220 Operations Way (MC: J29)

Cayce, SC 29033-3701

BY: 

TITLE: Highway Coordinator - Right of Way 1/15/14

INSTRUCTIONS: Submit one copy of agreement form and six prints of drawings (or one reproducible print) showing present location and proposed location of poles or lines with reference to highway survey stations and centerline.

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

BY:  3/6/2014

UTILITIES MANAGER

South Carolina Electric & Gas Company

OWIP # 27036

(Billing to be Based on Actual Charges)

SCDOT File 10.037345A/Proj.: Port Access Road

Scope of Work: Relocate SCE&G's Faber Place to Charlotte St 115 kV Line and Faber Place to Hagood 115 kV Line #1 and #2 to accommodate the new Port Access Road off of I-26 in Charleston.

Cost Estimate

<u>Material</u>	<u>Qty.</u>	<u>Installed Cost</u>	<u>Qty.</u>	<u>Removed Salvage</u>	<u>Totals</u>
Poles		\$ -		\$ -	
Insulators		\$ -		\$ -	
Hardware		\$ -		\$ -	
Miscellaneous Material		\$ -		\$ -	
Foundations (Backfill, Concrete, etc.)		\$ -		\$ -	
Conductors (795 ACSR, etc.)		\$ -		\$ -	
Static Wire (7#7 AW, etc.)		\$ -		\$ -	
Fiber (OPGW, ADSS, etc.)		\$ -		\$ -	
Switches (GOAB, etc.)		\$ -		\$ -	
Material Total:		\$ -		\$ -	\$ -
Stores Expense					\$ -
Labor *					\$ 160,452.00
Payroll Expense *					\$ 57,683.00
Outside Services (R/W Clearing, Foundation Installation, etc.)					\$ -
Transportation & Power Operated Equipment *					\$ 5,081.00
E & A Overhead					\$ 32,090.00
AFUDC					\$ 21,694.00
R/W Acquisition					\$ -
Installation Total:					\$ 277,000.00
Betterment Credit:					\$ -
Grand Total:					\$ 277,000.00

* Includes Removals

General Notes:

1. Cost estimates are based on a excel spreadsheet developed in house. Costs are rounded off to the nearest 100th.
2. Labor is broken down into construction, engineering & survey. Construction labor is based on a percentage of total structure costs including insulators, hardware and miscellaneous material. Engineering labor is based percentage of total material cost. Survey labor is based on an average cost per mile.
3. Payroll expense is based on a percentage of total labor 35.95%.
4. Transportation/Power Operated Equipment is based on a percentage of construction labor.
5. Removal cost is included in labor, payroll expense & transportation/POE equipment.

Prior rights:

New Faber Place -

Hagood 115 Kv

line #1 is #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

C 123PG322

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
Raymond Rosenblum, Chairman
Board of Trustees

WITNESSES:

ATTEST:

Julian T. Buxton
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

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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. Barrott,
as Vice President of THE CITIZENS AND SOUTHERN NATIONAL
BANK OF SOUTH CAROLINA, as Trustee, sign the foregoing Release, and
F. A. Spill, 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 Sudner
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,

W: C123P6322

Brenda Hunter

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

Betty O'Wall
Notary Public for the State of
South Carolina.
My Commission Expires:
Sept 29 1983

26143

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-2-

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.

THE CITIZENS AND SOUTHERN
NATIONAL BANK OF SOUTH CAROLINA,

As Trustee

By:

W. E. Barnett

Its:

Vice President

ATTEST:

H. A. Spittle

Its:

Assistant Corporate Trust Officer

WITNESSES:

Brenda Lunter

Betty Lunder

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C12386322

C123PG352

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE FABER PLACE - HAGOOD 115 KVACCT. NO. W. O. #40643CHECK NO. C-840

June 24, 1980

The undersigned hereby acknowledge receipt of timely payment of THIRTY-TWO THOUSAND AND NO/100Dollars, (\$ 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 acrossproperty 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:

BAKER HOSPITAL

(SEAL)

By: Charles Hazlewood

(SEAL)

Administrator

(SEAL)

(SEAL)

(SEAL)

(SEAL)

State of South Carolina

County of CharlestonPersonally appeared before me Charles Hazlewoodand made oath that he saw the within named Baker Hospital, by W.O. HornsAdministratorsign, 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, 1980Notary 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 _____

day of _____ A. D., 19____

(L. S.)

Notary Public For

26143



S. C. ELECTRIC & GAS CO.
P. O. Box 7
Charleston, S. C.

C123PG352

FILED, INDEXED & RECORDED

C123-352
1980 AUG 13 AM 11:10

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

4.00
64.00
35.20
103.20



Line: FABER PLACE - HAGOOD 115 KV

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

State of South Carolina,

RMC 123PG365

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 26Easterly by lands of Mobil Oil CorporationSoutherly by lands of Ashley RiverWesterly 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, tieovers 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 Grantor(s) 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:

Robert J. Smith

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

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RW-2-G-SC-12-73

C123F6365 400

S. C. ELECTRIC & GAS CO.
P. O. Box 7
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,

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,

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 _____, 1980.
(I. 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 A. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

Line: FABER PLACE - HAGOOD 115 KV

County: Charleston

RIGHT OF WAY GRANT

BAKER HOSPITAL

TO

South Carolina Electric & Gas Company

Date: June 24, 1980

Received in the Clerk's Office of the County

of

South Carolina, on the

day of _____ A. D. 1980

at _____ o'clock in the _____ noon

and recorded in Book _____ of Deeds

for said County on page _____

26143

only

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 exception 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 SANITORIUM to the SOUTH CAROLINA ELECTRIC AND GAS COMPANY of a fee simple interest of the subject property are as follows:

SUBJECT TO:

- ✓ 1. Mortgage of BAKER MEMORIAL SANITORIUM to SWIFT 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

26143

BAKER SANITARIUM

4992 17' Rt.

SEE PERMIT N° 396 FOR RIW
ENCROACHMENT. SEWER LINE &
DRAINAGE DITCH STR. #40 to
Str. #43.

MICROFILMED

PLAN		PROFILE		SOUTH CAROLINA ELECTRIC & GAS CO.	
DR/TRM 16-16-70		DR/TRM 16-30-70		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			
APP RWT 4-11-79		APP RWT 5-21-80			
DATE		DATE			
APP APR 4-11-79		APP APR 5-16-80		SCALE 1" = 100' HOR. 1" = 20' VERT	
DATE		DATE		CP-18788	
APP JHA 5-22-80		APP JHA 5-22-80		REV.	
DATE		DATE		8	
APP BLL 5-12-80		APP BLL 5-12-80		M.P. INDEX 9203	
DATE		DATE		CODE CARD NO.	
				SHEET 7 of 11 SHEETS	

REQUEST FOR RELEASE

BAKER HOSPITAL (from Citizens & Southern National Bank of S. C.)

Dated: June 20, 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 _____ at Page _____ for said County.

FILED, INDEXED & RECORDED
1980 AUG 13 AM 10 48
HOBBS & HOBBS
REGISTERED FOR THE COUNTY OF CHARLESTON S.C.

BK N 125PG288

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE FABER PLACE - HAGOOD 115 KVACCT. NO. W.O. #40643CHECK 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 rights granted to SOUTH CAROLINA ELECTRIC & GAS COMPANY, its successors and assigns by easement dated November 17, 1980 in Book X124 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 said easement which is hereby ratified and confirmed.

WITNESS

ROBERT E. GEIGER, ASST. SECRETARY

FRED TYSON

MOBIL OIL CORPORATION

By:

H. BARRY

ASST. CONTROLLER
(AUTHORIZED OFFICER)

(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 mentioned, 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.

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 mentioned, and that he with ROBERT E. GEIGER witnessed the execution thereof and

subscribed their names as witnesses thereto.Sworn to and subscribed before me, this 21stday of April, A. D., 1981

(Witness)

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
Term Expires March 30, 1982

MICROFILMED

26144 Form RW-3-SC-3-61

A. C. ELECTRIC & GAS CO.
P. O. Box 7
Charleston, S. C.

C. ELECTRIC & GAS CO.
P. O. Box 7
Charleston, S. C.

9KDN 125PG288

FILED, INDEXED & RECORDED

1125-288
1981 MAY 29 AM 11:38

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

4.00
28.00
15.40

47.40



Line: FABER PLACE - HAGOOD 115 KV

County: Charleston

RECEIPT FOR RIGHT OF WAY
PAYMENT

MOBIL/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

State of South Carolina,
County of Charleston

BK G

124 PG 231

BK

X124-349
ORIGINALThis Copy to be returned to
files of S. C. Electric & Gas Company.

KNOW ALL MEN BY THESE PRESENTS that I (WE)

MOBIL OIL CORPORATION

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 and Fifty Feet (50) 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 Baker Memorial SanatoriumEasterly by lands of Interstate I-26Southerly 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 1,728 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; guys, push braces and other necessary 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, 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 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 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 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 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) 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

SEVENTEENTH

day of November

1980

MOBIL OIL CORPORATION

WITNESS:
ATTESTBy: W.S. Northrup(SEAL) W.S.

(SEAL)

By: W.S. Northrup
South Carolina Electric & Gas Co.

(SEAL)

(SEAL)

By: W.S. Northrup
Executive Vice President - Oper.

(SEAL)

(SEAL)

ATTEST: W.S. Northrup

(SEAL)

(SEAL)

26144

MICROFILMED

RW-2-EG-SC-12-73

APPROVED AS TO LEGALITY AND FORM	ROBERT <u>Robert Tyson</u>
10-18-80	FRED TYSON
AS TO CATCHUP	<u>Marion L. Mitchell</u>
2-2-81	

Re-recorded
BK X124PG349

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

BK G 124PG231

Re-rec. 4.00

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,
Richland County,

Personally appeared before me Jo Ann Butler and made oath that he saw the within named G. C. Meetze, Executive Vice President, Operations and H. M. Bryant, Secretary for the South Carolina Electric & Gas Company, attesting

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

Sworn to before me this 10th day of March, 1981.

Notary Public for S. C.

My commission expires 12/15/90.

STATE OF SOUTH CAROLINA,
NEW YORK County,

Personally appeared before me

ROBERT E. GEIGER

and made oath that he saw the within named MOBIL OIL CORPORATION by the hand of W. S. NORTHUP, Assistant Controller 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 FRED TYSON witnessed the execution thereof and subscribed their names as witnesses thereto.

Sworn to and subscribed before me, this 17th day of November, A. D. 1980.

JOSEPH J. ZOLNERSKI
Notary Public, State of New York
No. 41-8810750
Qualified in Queens County
Certificate filed in New York County
Term Expires March 30, 1982

ROBERT E. GEIGER

State of South Carolina,

RENUNCIATION OF DOWER

County of _____

_____, 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 and Recorded
1980 DEC 17 1981
Book X124 Page 349

Line: FABER PLACE - BACOD 115 KV
County: Charleston

RIGHT OF WAY GRANT

MOBIL OIL CORPORATION

TO

South Carolina Electric & Gas Company

Dated: November 17

Received in the Clerk's Office of the

of _____

South Carolina, on the _____

day of _____

at _____

and recorded in Book _____

for said County of _____

FILED, INDEXED & RECORDED

1980 DEC 18 PM 3:34

ROBERT E. GEIGER
REGISTER NEENE CONVEYANCE
CHARLESTON COUNTY, S.C.

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 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

MICROFILMED

26144

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

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.

October

Certified at Charleston, South Carolina this 30th day of
, 1979.

LEGARE, HARE & SMITH

26144 MICROFILMED

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

BK N 125PG287

RECEIPT FOR RIGHT OF WAY PAYMENT

LINE FABER PLACE - HAGOOD 115 KVACCT. NO. W.O. #40643CHECK NO. C-845

November 25, 1980

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

Dollars, (\$ 11,000.00),
 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 X124 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:

Dorothy Derkach
Greta L. Jones

MOBIL FOUNDATION, INC.

By: Richard E. Mond (SEAL)
 Secretary & Executive Director (SEAL)
Donald T. Olson (SEAL)
 Witness (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.

STATE OF ~~SOUTH CAROLINA~~

New York County.

Personally appeared before me _____

DONALD T. OLSON

and made oath that he saw the within named MOBIL FOUNDATION, INC.

by the hand of RICHARD E. MOND, 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 Dorothy Derkach & Greta L. Jones witnessed the execution thereof and

subscribed THEIR names as witnesses thereto.
Donald T. Olson
 (Witness)

Sworn to and subscribed before me, this 24th
 day of April, A. D., 1981

Notary Public For

Ruth Lillian Nelson, Notary Public
 State of New York, No. 03-4664110
 Qualified in Bronx County
 Cert. Filed in New York County
 Commission Expires March 30, 1982

MICROFILMED

26145

Form RW-3-SC-3-61

S. C. ELECTRIC & GAS CO.
P. O. Box 7
Charleston, S. C.

3K N 125 PG 287
FILED, INDEXED & RECORDED

125-287
1981 MAY 29 AM 11:37

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

4.20
22.00
12.10
38.10



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

Re-Record
BK 124 PG 348
State of South Carolina,
County of Charleston

BK 124 PG 230

ORIGINAL

This Copy to be returned for

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

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 Fifty (50) 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 Austin Avenue and Rosemont Subdivision
Easterly by lands of Austin Avenue and Rosemont Subdivision
Northerly by lands of Tract A Consolidated Service, Inc.
Westerly by lands of Tract A Consolidated Service, Inc.

A tract of land containing 34.49 acres highland 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 southwesterly direction 1,295 feet, more or less, along the eastern margin of a road to the land of Consolidated Service, Inc. MOBIL FOUNDATION, INC.

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 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 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, disovers 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 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 Grantee(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

17th day of NOVEMBER, 1980.

WITNESS:

[Signature]
[Signature]

MOBIL FOUNDATION, INC.

By: *[Signature]*
President

ATTEST:

[Signature]
South Carolina Electric & Gas Co.
G. C. Moore, Executive Vice President - Oper.

RECORDED
INDEXED
11-15-80
BY CLERK
OF COURT
S. C.

26145

MICROFILMED
RE-2-BG-SC-12-73

38
X124 PG348
S. C. ELECTRIC & GAS CO. BK:G 124 PG230
P. O. Box
Charleston, S. C.
4:00
Relic. 4:00

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,
Richland County,
Personally appeared before me Jo Ann Butler and made oath that he saw the within named
G. C. Meetze, 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
Miriam T. Mitchell in the presence of each other, witnessed the due execution thereof.
Sworn to before me this 10 day of January, 1981.

Notary Public for S. C.
My commission expires 12/15/90.
STATE OF SOUTH CAROLINA,
New York County,
Personally appeared before me Donald T. O'Connor and made oath that he saw the within named Mobil Foundation, Inc.
by the hand of William H. Judge, President 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 Charles R. Copeland witnessed the execution thereof and
subscribed their names as witnesses thereto.
Sworn to and subscribed before me, this 17 day of December, 1981.

Notary Public
State of New York, No. 03-4654110
Qualified in Bronx County
Cert. Filed in New York County
Commission Expires March 30, 1982
State of South Carolina,
County of _____
RENUNCIATION OF DOWER

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____.

Filed, Indexed and Recorded
DATE 11/17/1981
BOOK X124 Page 349
Robert N. King
Register Mesne Conveyances
Charleston County, S.C.
TO
South Carolina Electric & Gas Company
RIGHT OF WAY GRANT
FABER PLACE - HANCOCK ILL. KY
County: Charleston
MOBIL FOUNDATION

Date: November 17, 1980
Received in the Clerk's Office of the County
of _____
South Carolina, on the _____ day of _____ at _____ and recorded in _____ of Deeds for said County on the _____ day of _____, 1980.
FILED, INDEXED & RECORDED
1980 DEC 18 PM 3:34
ROBERT N. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.
26145

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, 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 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, boundings, 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

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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.

LEGARE, HARE & SMITH

BY: 
J. C. Hare

26145

MICROFILMED

FILED

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

State of South Carolina,
County of _____

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

1980 SEP 19 AM 9 55

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 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 Charleston

Personally appeared before me William Bell

and made oath that he saw the within named Consolidated Service, Inc.

by the hand of David G. Race, President & Thomas A. Blocker, Jr., Secretary 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 Shealy G. Pendarvis witnessed the execution thereof and subscribed their names as witnesses thereto.

Sworn to and subscribed before me, this 14th day of August, A. D. 19 80 (L. S.)

Anthony J. DeStefano, Jr.
Notary Public for South Carolina
My Commission Expires June 1, 88

State of South Carolina,
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.

Line: FABER PLACE - HUGOOD 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 _____

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