

**Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120**

00041980 Vol: 5224 Pg: 335



53 2005 00041980

Instrument Number: 2005- 00041980

As
Deed

Recorded On: December 14, 2005**Parties:** DIBS-SUN LLC**To**

DANIEL ISLAND SUN LLC

Billable Pages: 3**Recorded By:** HAYNSWORTH SINKLER BOYD PA**Num Of Pages:** 8**Comment:****** Examined and Charged as Follows: ****

Deed 13.00

Recording Charge: 13.00

	Tax Amount	Consideration Amount	RS#/CS#		
Deed Tax	76,960.00	20,800,000.00	D 4042	Deed County Tax	22,880.00
				Deed State Tax	54,080.00

Tax Charge: 76,960.00

RECEIVED

Dec 14, 2005

ASSESSOR
BERKELEY COUNTY SC
JANET B. JURDSKO
AUDITOR BERKELEY COUNTY SC

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:**Record and Return To:**

Document Number: 2005- 00041980

HAYNSWORTH SINKLER BOYD PA

Receipt Number: 22755

PO BOX 340

Recorded Date/Time: December 14, 2005 09:15:21A

ATTN: REAL ESTATE DEPT

Book-Vol/Pg: Bk-R VI-5224 Pg-335

CHARLESTON SC 29402

Cashier / Station: S Ritter / Cash Station 3



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

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TITLE TO REAL ESTATE (Limited Warranty)

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE

1555 Palm Beach Lakes Boulevard, Suite 1100
West Palm Beach, FL. 33401

AND, subject to the Permitted Exceptions, **DIBS-SUN, L.L.C.**, a South Carolina Limited Liability Company, does hereby bind itself and its Successors and Assigns, to warrant and forever defend, all and singular, the said premises unto the said **DANIEL ISLAND SUN, LLC, a Delaware limited liability company**, its Successors and Assigns, against it and its Successors lawfully claiming or to claim the same, or any part thereof, by, through or under **DIBS-SUN, L.L.C.**, a South Carolina Limited Liability Company.

IN WITNESS WHEREOF, **DIBS-SUN, L.L.C.**, a South Carolina Limited Liability Company, has caused these presents to be executed this 8th day of December, in the year of our Lord two thousand and five and in the two hundred and thirtieth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DIBS-SUN, L.L.C.
a South Carolina Limited Liability Company

By: DIBS Associates, L.P.

Its: Sole Member

BY: FB/MS L.L.C., its General Partner

By: Frank W. Brumley (L.S.)

Frank W. Brumley

Its: Managing Member

Witness

Jennifer L. Maestas
Witness or Notary

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

THE FOREGOING instrument was acknowledged before me this 8th day of December, 2005, by **DIBS-SUN, L.L.C.**, a South Carolina Limited Liability Company, by DIBS Associates, LP, its Sole Member, by FB/MS L.L.C., its General Partner, by Frank W. Brumley, its Managing Member.

Jennifer L. Maestas
Notary Public for South Carolina

My Commission Expires: 7/24/11

[SEAL]

EXHIBIT "A"
(Property Description)

All that certain piece, parcel, or lot of land, together with improvements thereon, situate, lying and being in the City of Charleston, Berkeley County, State of South Carolina, being more fully shown and designated as "Parcel P, Q, Block A, Lot 1, 636,082 sq. ft. (total), 14.60 acres (total), 4.01 acres (Wetlands & Buffer)" on a plat entitled: "AMENDED PLAT OF DANIEL ISLAND, PARCEL P, Q, BLOCK A, LOT 1, DANIEL ISLAND, CITY OF CHARLESTON, BERKELEY COUNTY, S.C." prepared by Thomas & Hutton Engineering Co. on May 16, 2001, and recorded in the Berkeley County R.O.D. Office In Plat Cabinet P, Page 24A, having the following metes and bounds to wit:

Beginning at an old iron (5/8"rod), henceforth referred to as an I.O., said monument being located on the southern right of way of Fairchild Street, I-526 interchange, and shown on this plat as the P.O.B. (point of beginning),

Thence along a curve an arc distance of 299.01, having a radius of 2996.50', and a chord of S24°36'33"E, 298.89' to an I.O.,

Thence turning and following the property line of PARCEL Q12 residual S57°27'42"W for a distance of 1132.33' to a point, said point being the end of the property line which falls in a pond.

Thence turning and following the property line of PARCEL P2 residual, having a total distance of 668.82', N34°02'42"W for a distance of 99.83' to an I.O., said iron being a reference iron set a distance of 568.99' from the actual end of the property line an I.O.,

Thence turning and following the property line of PARCEL P2 residual N55°57'18"E for a distance of 712.74' to an I.O., said I.O. being along the southern right of way of Fairchild Street,

Thence following said right of way S29°49'00"E for a distance of 72.22' to an old iron pin,

Thence following Fairchild Street along a curve an arc distance of 447.43', having a radius of 290.00' and a chord of S74°00'50"E, 404.35' to an old iron pin,

Thence following Fairchild Street N61°47'13"E for a distance of 214.89' to an I.O., being the point of beginning. Said parcel containing 14.60 acres.

TOGETHER WITH any and all rights and obligations of the Grantor in and to the access easement described as follows:

Commencing at the true Point of Beginning (as described above); thence S 61°47'13" W along the southern right-of-way line of Fairchild Street a distance of 214.89 feet to a point; being the point of curvature of a curve to the right, having a radius of 290.00 feet, a central angle of 88°23'59"; and a chord length of 404.35 feet bearing N 74°00'50" W ; thence proceed along the arc of said curve 447.43 feet to a point; thence N 29°49'00" W , a distance of 48.15 feet to the point of beginning of the herein described access easement; thence S 55°57'18" W along the perimeter of the access easement a distance of 85.58 feet to a point; thence N 34°02'42" W , a distance of 8.50 feet to a point; thence S 55°57'18" W , a distance of 625.39 feet to a point; thence N 34°02'42" W , a distance of 15.50 feet to a point; thence N 34°02'42" W , a distance of 34.50 feet to a point; thence N 55°57'18" E , a distance of 515.49 feet to a point; thence N 52°15'00" E , a distance of 201.19 feet to a point; thence S 29°49'05" E along the right-of-way of Fairchild Street a distance of 24.23 feet to a point; thence S 29°48'54" E , a distance of 23.40 feet to a point; thence S 29°49'00" E, a distance of 24.07 feet to the point of beginning of said access easement; said point closing the perimeter of the access easement.

Being the same property conveyed to DIBS-SUN, L.L.C., a South Carolina limited liability company, by deed of DIBS-Holding Company, LLC, a South Carolina limited liability, dated May 22, 2001, and recorded May 23, 2001, in Book 2268, Page 215, Register of Deeds for Berkeley County, South Carolina.

TMS#275-00-00-153

EXHIBIT "B"
(Permitted Exceptions)

1. **Taxes and assessments for the year 2006, and subsequent years, which are a lien but are not yet due and payable.**
2. **Unrecorded Agreement between The Harry F. Guggenheim Foundation and the Commissioners of Public Works of the City of Charleston dated February 22, 1991, regarding water and sewer and wastewater services to be provided to Daniel Island.**
3. **Unrecorded Water and Sewer Agreement between The Harry F. Guggenheim Foundation and the Commissioners of Public Works of the City of Charleston, dated February 24, 1994, regarding the construction of a wastewater treatment plant on Daniel Island.**
4. **Unrecorded Impact Fee Agreement dated February 24, 1994, by and among The Harry Frank Guggenheim Foundation, Daniel Island Development Company, and the Commissioners of Public Works of the City of Charleston, dated February 24, 1994.**
5. **Plat prepared by Thomas & Hutton Engineering Co., dated March 20, 2001, and recorded in Plat Cabinet P, Page 11-A, reflects the following: New 24' Storm Drainage Easement and Wetlands Areas.**
6. **Plat prepared by Thomas & Hutton Engineering Co. dated May 16, 2001, and recorded in Plat Cabinet P, Page 24-A, reflects the following: New Access Easement (Width Varies).**
7. **Declaration of Covenants and Restrictions (Wetlands Mitigation Areas) dated May 19, 1994, recorded in the RMC Office for Berkeley County on May 23, 1994, in Book 509, Page 182.**
8. **Jurisdiction of the US Army Corps of Engineers with respect to any portion of the property which may constitute wetlands or marshlands, as shown on survey.**
9. **Declaration of Covenants, Conditions and Restrictions for Daniel Island Office Park dated May 19, 1994, recorded May 23, 1994, in Book 509, Page 228; Amendment thereto dated June 13, 1997, recorded in Book 1089, Page 136; Amendment thereto dated February 19, 1999, and recorded in Book 1564, Page 66; Amendment thereto recorded in Book 2259, page 179; and By-laws of Daniel Island Office Park Owners Associations, Inc., recorded September 10, 1997, in Book 1150, Page 087, Berkeley County records.**

10. Declaration of Easements and Covenant to Share Costs for Daniel Island dated June 13, 1997, recorded in Book 1122, Page 0007, as Amended and Restated by Amended and Restated Declaration of Easements and Covenant to Share Costs for Daniel Island, dated November 27, 2000, and recorded December 6, 2000, in Book 2098, Page 80, as Amended and Restated by Second Amended and Restated Declaration of Easements and Covenant to Share Costs for Daniel Island By Daniel Island Associates, L.L.C., successor to the interests of Daniel Island Development Company, Inc, Daniel Island Community Association, Inc., and Daniel Island Town Association, Inc, dated December 31, 2004, recorded January 21, 2005, in Book 4472, Page 17, and as amended and supplemented from time to time, Berkeley County records.
11. Declaration of Covenants, Conditions, and Restrictions for Daniel Island Town Center Zone, dated March 24, 1999, and recorded in Book 1587, Page 220, and amendments thereto, as evidenced by Amendment and Supplement to The Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Center Zone, dated September 10, 2004, and recorded November 11, 2004, in Book 4355, Page 279, Berkeley County Records. This Amendment subjects the insured property to the Covenants, Conditions and Restrictions recorded in Book 1587, Page 220.
12. Right-of-Way Easement to Commissioners of Public Works of the City of Charleston, dated January 21, 2002, and recorded February 22, 2002, in Book 2621, Page 318, Berkeley County records. Said easement is also shown on plat recorded in Plat Cabinet P, Page 159-A, Berkeley County records.
13. Utility Easement for Electric and Gas Lines to South Carolina Electric & Gas Company dated January 16, 2002, and recorded February 7, 2002, in Book 2601, Page 235, Berkeley County Records.
14. Unrecorded Lease Agreement by and between DIBS-SUN, LLC and Triton PCS Property Company, LLC, dated February 16, 2001; and sub-lease to Centex Homes, a Nevada general partnership.
15. ALTA Survey prepared for DIBS-SUN, LLC, by Thomas & Hutton, South Carolina, dated October 12, 2005, reflects a 75' Rear Setback; and a 75' Side Setback. A Variance from the City of Charleston allows parking in the 75' rear setback; (Ordinance allows parking after the first 25' of the rear building setbacks.) A Variance is also granted from The City of Charleston that allows building to encroach into the required 75 foot side setback with the condition that any future buildings, on bounding parcels, be separated by 150 feet.

- 16. Possible rights of others to the following items shown on ALTA/ACSM LAND TITLE SURVEY OF PARCEL P, Q, BLOCK A, LOT 1, DANIEL ISLAND, OWNED BY DIBS-SUN, LLC., prepared by Thomas & Hutton Engineering Co., dated October 12, 2005, last revised November 30, 2005:**

15' CPW Easement; 12' SCE&G Utility Easement; Storm Drainage Curb Inlet; Storm Drainage Grate Inlet; Storm Drainage Manhole; Sanitary Sewer Manhole and Cleanout; Fire Hydrant; Backflow Preventer; Freshwater Wetland; Freshwater Wetland Buffer; Encroachment of asphalt path onto insured property from Fairchild Street; Encroachment of Detention Pond from adjoining property onto the insured property.

- 17. Subject to Shared Access Agreement between Daniel Island Executive Center, LLC and Dibs-Sun, L.L.C., A South Carolina limited liability company dated November 21, 2005, and recorded December 19, 2005, in Book 5224, Page 323, Berkeley County records.**

STATE OF SOUTH CAROLINA)
COUNTY OF Berkley)
~~CHARLESTON~~)

AFFIDAVIT

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PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY DIBS-SUN, L.L.C., a South Carolina Limited Liability Company, to Daniel Island Sun, LLC, a Delaware limited liability company on December 12, 2005.
3. Check on of the following: The DEED is
 - (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (c) ___ EXEMPT from the deed recording fee because:
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$20,800,000.00.
 - (b) ___ The fee is computed on the fair market value of the realty which is \$_____.
 - (c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
5. Check YES ___ or NO x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$_____.
6. The DEED Recording Fee is computed as follows:
 - (a) \$20,800,000.00 the amount listed in item 4 above.
 - (b) _____.00 the amount listed in item 5 above (if no amount, place zero).
 - (c) \$20,800,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
8. Check if Property other than Real Property is being transferred on this Deed.
 - (a) _____ Mobile Home
 - (b) _____ Other
9. _____ DEED OF DISTRIBUTION – ATTORNEY'S AFFIDAVIT: Estate of _____, deceased CASE NUMBER _____. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the deed of Distribution for the Personal Rep. in the Estate of _____, deceased and that the grantee(s) therein are correct and conform to the estate file for the above name decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn to before me this 19th
day of April, 2005

Virginia B. Martin

Notary Public for South Carolina
My Commission Expires: 2/17/2010

Grantor, Grantee or Legal Representative
connected with this transaction

David M. Swanson
Print or Type Name Here
David M. Swanson