

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

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53 2008 00030670

Instrument Number: 2008- 00030670**Recorded On:** November 24, 2008As
Deed**Parties:** JEDBURG INDUSTRIAL PROPERTIES LLC

To

JEDBURG INDUSTRIAL PROPERTIES II LLC

Recorded By: JOHNSON SMITH HIBBARD AND WILDMAN**Num Of Pages:**

5

Comment:**** Examined and Charged as Follows: ****

Deed 10.00

Recording Charge: 10.00Consideration
Amount

Tax Amount

RS#/CS#

Deed Tax 0.00

D 6867

Deed County Tax

0.00

Deed State Tax

0.00

EXEMPT

Tax Charge: 0.00

RECEIVED

Nov 24, 2008

ASSESSOR
BERKELEY COUNTY SC
JANET B. JURSKO
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: 2008- 00030670

JOHNSON SMITH HIBBARD AND WILDMAN

Receipt Number: 204905

PO DRAWER 5587

Recorded Date/Time: November 24, 2008 11:07:14A

SPARTANBURG SC 29304-5587

Book-Vol/Pg: Bk-R VI-7657 Pg-259

Cashier / Station: J Pearson / Cash Station 3



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

Block Map No: 220-00-02-062 & 220-00-02-116
 Grantee's Address: P O Box 3524
 Spartanburg SC 29304

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **Jedburg Industrial Properties, LLC ("Grantor")** for and in consideration of Ten and 00/100 (\$10.00) Dollars, the receipt of which is hereby acknowledged, and subject to the limiting language contained herein, if any, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto **Jedburg Industrial Properties II, LLC ("Grantee")**:

TRACT 1:

All that certain tract of land lying, situate and being in the State of South Carolina, County of Berkeley, shown and designated as Parcel I containing 133.339 acres, more or less, shown on a survey entitled "An ALTA/ACSM Subdivision Plat of a 190.112 Acre Tract Into Parcel I & Parcel II, Owned by Summerville Land Corporation Located in 2nd St. James Goose Creek Parish Berkeley County, South Carolina" prepared by Southeastern Surveying of Charleston, Inc. dated June 2, 2003, last revised August 21, 2003 and recorded in Plat Cabinet Q at Page 73-C in the Office of the Register of Deeds for Berkeley County.

LESS AND EXCEPT THEREFROM:

All those certain tracts of land lying, situate and being in the State of South Carolina, County of Berkeley, shown as Tract A, containing 5.00 acres, more or less, Tract B, containing 42.96 acres, more or less, and Tract C, containing 51.52 acres, more or less, on a survey prepared for Jedburg Industrial Properties, LLC, Wachovia Bank, National Association, its successors and/or assigns & Chicago Title Insurance Company by Hussey, Gay, Bell & Deyoung, Inc. dated November 2, 2006 and recorded in Plat Cabinet R at Page 263-C in the Office of the Register of Deeds for Berkeley County. Tracts A and B were conveyed to Winston-Jedburg Properties, Inc. by deed recorded in Volume 6686 at Page 269 in the Office of the Register of Deeds for Berkeley County. Tract C is being retained by Grantor.

TRACT 2:

All that certain tract of land lying, situate and being in the State of South Carolina, County of Berkeley, shown and designated as Parcel II containing 56.773 acres, more or less, shown on a survey entitled "An ALTA/ACSM Subdivision Plat of a 190.112 Acre Tract Into Parcel I & Parcel II, Owned by Summerville Land Corporation Located in 2nd St. James Goose Creek Parish Berkeley County, South Carolina" prepared by Southeastern Surveying of Charleston, Inc. dated June 2, 2003, last revised August 21, 2003 and recorded in Plat Cabinet Q at Page 73-C in the Office of the Register of Deeds for Berkeley County.

Tract 1 and Tract 2 being a portion of the property conveyed to Jedburg Industrial Properties, LLC by deed of Jedburg Commerce Park, LLC dated February 6, 2006 and recorded in Volume 5347 at Page 240 in the Office of the Register of Deeds for Berkeley County.

In addition to the reservations, conditions and/or easements contained herein if any, this conveyance is made subject to all covenants, restrictions, easements, rights of way, and other matters of record and such matters as would be shown by a current plat and inspection affecting the within described property.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining; TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said Grantee(s) and the Grantee's(s') heirs (or successors) and Assigns forever. And the Grantor(s) do(es) hereby bind the Grantor(s) and the Grantor's(s') heirs (or successors) and assigns, to warrant and forever defend all and singular the premises unto the Grantee(s), and the Grantee's(s') heirs (or successors) and assigns against the Grantor(s) and the Grantor's(s') heirs (or successors) and against any person whomsoever lawfully claiming or to claim the same, or any part thereof, except as to conditions, covenants, right of ways, easements and restrictions of record.

WITNESS the grantor's(s') hand(s) and seal(s) this 21st day of November, 2008.

SIGNED, sealed and delivered
in the presence of:

Jedburg Industrial Properties, LLC
By: Johnson Development Associates, Inc.,
Manager

Mary Yelton

By: A. Foster Chapman
A. Foster Chapman, President

James C. Zyl

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

ACKNOWLEDGMENT

I, the undersigned notary public, do hereby certify that A. Foster Chapman as President of Johnson Development Associates, Inc., the Manager of Jedburg Industrial Properties, LLC, being duly authorized, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said Corporation.

SWORN TO this 21st day of November, 2008.

James C. Zyl (SEAL)

Notary Public for South Carolina

My commission Expires: 7/10/11

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)

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 AFFIDAVIT

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 located in Berkeley County and bears Berkeley County Tax Map Numbers 220-00-02-062 and 220-00-02-116.
3. Check one of the following. The deed is :
 - (a) _____ 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 a distribution to a trust beneficiary.
 - (c) X exempt from the deed recording fee because (See Information section of affidavit): Exception #8

(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
 - (b) _____ The fee is computed on the fair market value of the property 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 recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$
 - (b) Place the amount listed in item 5 above here: \$0
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a)
and place result here: \$
7. The recording fee due is based on the amount listed on Line 6(c) above and the recording fee due is: \$_____
8. As required by Code Section 12-24-70, I state that I am the responsible person who was connection with the transaction as: Grantor
9. I understand that a person required to furnish this affidavit who wilfully 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.

Jedburg Industrial Properties, LLC
 By: Johnson Development Associates, Inc.,
 Manager

By: *A. Foster Chapman*
 A. Foster Chapman, President

SWORN to before me this 21st
 day of November, 2008.

Joan C. Hyl
 Notary Public for SC
 My Commission Expires: 7/10/11

INFORMATION:

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitutes a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (12) that constitutes a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.