

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

00010065 Vol: 7908 Pg: 193



53 2009 00010065

**Instrument Number:** 2009- 00010065

As  
Deed

**Recorded On:** May 12, 2009**Parties:** MEADWESTVACO FORESTRY LLC

To  
RG-MWW LLC

**Billable Pages:** 4**Recorded By:** BUIST LAW FIRM**Num Of Pages:** 9**Comment:****\*\* Examined and Charged as Follows: \*\***

Deed 14.00

**Recording Charge:** 14.00

Consideration  
Amount

Tax Amount

RS#/CS#

Deed Tax 0.00

D 2115

Deed County Tax

0.00

Deed State Tax

0.00

EXEMPT

**Tax Charge:** 0.00

RECEIVED

May 12, 2009

ASSESSOR  
BERKELEY COUNTY SC  
JANET B. JUROSKO  
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:**

Document Number: 2009- 00010065

Receipt Number: 227824

Recorded Date/Time: May 12, 2009 11:11:33A

Book-Vol/Pg: Bk-R VI-7908 Pg-193

Cashier / Station: B Blake / Cash Station 7

**Record and Return To:**

BUIST LAW FIRM

P.O. BOX 999

CHARLESTON SC 29402



*Cynthia B. Forte*

Cynthia B Forte - Register of Deeds

Return to: 13233.0002/mkw

Buist Moore Smythe McGee P.A.  
P. O. Box 999, Charleston, SC 29402

This instrument was prepared by:

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Nelson Mullins Riley & Scarborough LLP  
Liberty Center, Suite 600  
151 Meeting Street  
Charleston, South Carolina 29401  
Jay S. Claypoole, Esq

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF BERKELEY         )     LIMITED WARRANTY INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that **MEADWESTVACO FORESTRY, LLC**, a Delaware limited liability company ("**Grantor**"), in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, to it in hand paid at and before the sealing of these Presents by **RG-MWV LLC**, a Delaware limited liability company ("**Grantee**"), the receipt of which is hereby acknowledged, HAS GRANTED, Bargained, Sold and Released, and by these Presents DOES HEREBY GRANT, Bargain, Sell and Release unto the said Grantee, its successors and assigns, subject to the Permitted Exceptions described in Exhibit "A" and the reservations set forth below, all of its right, title and interest in and to all that real property situated in the above described county, State of South Carolina, and hereafter further described in Exhibit "B" attached hereto (the "**Property**" or "**Premises**").

EXCEPTION: Grantor reserves the ownership of all trees on the Property for a period of five (5) years from the date hereof. Grantor also reserves, during such five-year reservation period, an easement for ingress, egress and access from Drop Off Road into the Property for the purpose of harvesting trees. Such ingress and egress shall be over existing woods roads and/or other roads constructed for the development of the Property. Grantor shall work with Grantee to determine the most reasonable route. The trees are left on the Property at Grantor's sole risk except that Grantee shall be responsible if, as a result of Grantee's negligence, its construction work causes material damage to the trees (it being understood that damage shall only be material if it exceeds \$10,000). Grantor and Grantee will reasonably cooperate on the removal of the trees during Grantee's development of the Property by Grantee's providing a timetable (which is subject to change) for development on each portion of the Property and by providing periodic updates to the timetable. Grantee will provide notice to Grantor of any portion of the Property that is to be developed. Within ten (10) days thereafter, Grantor may elect, by notice to Grantee, to designate trees, or an area of trees, in the portion of the Property for removal, in which case Grantor shall remove such trees as soon as is practicable at Grantor's expense. To the extent Grantor fails to elect to remove trees or fails to timely remove them, Grantee shall thereafter be deemed to own the trees and may dispose of any trees on the portion of the Property as it deems fit. Grantor may, at its option, decline its right to harvest the trees. Notwithstanding the foregoing, prior to Grantor's cutting down trees, Grantee may designate specific trees, or an area of trees, that it wishes to retain for landscaping, and Grantor shall leave such trees in place and ownership thereof shall be deemed transferred to Grantee. Grantor shall indemnify, defend and hold Grantee harmless from and against any liability arising as a result of Grantor's exercising its rights hereunder. Prior to any entry onto the Property to so harvest trees, Grantor shall provide Grantee with evidence that it carries commercial general liability insurance with minimum limits not less than Three Million and No/100 (\$3,000,000.00) Dollars per occurrence with a Five Million and No/100 (\$5,000,000.00) Dollars aggregate in respect of injury or death

to any number of persons and not less than Three Million and No/100 (\$3,000,000.00) Dollars for damage to or loss of use of property in any one occurrence, and that Grantee and its designees are additional insureds thereon. Grantor's reserved rights herein shall terminate on the fifth (5<sup>th</sup>) anniversary of the date hereof. In acting hereunder, Grantor shall comply with all applicable laws. Without limiting the foregoing, Grantor's rights hereunder shall be subject to any applicable local zoning or tree removal ordinances.

TOGETHER with and singular the rights, members, hereditaments and appurtenances to the Premises belonging or in anywise thereto incident or appertaining.

TO HAVE AND TO HOLD, all and singular the Premises before mentioned unto said Grantee, its successors and assigns forever.

AND, subject to the Permitted Exceptions, the said Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the said Premises unto the said Grantee, its successors and assigns forever, against itself, its successors and assigns, so that neither Grantor nor those claiming under Grantor shall hereafter have any interest in or claim the same or any part thereof.

ACKNOWLEDGEMENT AND RATIFICATION BY GRANTEE: The Grantee by acceptance and execution of this Limited Warranty Indenture Deed acknowledges that this conveyance is subject to the provisions hereunder.

GRANTEE'S ADDRESS/SEND TAX STATEMENT TO:

RG-MWV LLC  
c/o Rock-Miramar, Inc.  
1221 Avenue of the Americas  
New York, NY 10020

*Remainder of page intentionally left blank.*

IN WITNESS WHEREOF, Grantor, has caused these Presents to be executed in its name by Kenneth T. Seeger, its Senior Vice President, as of the 11 day of May, in the year of Our Lord Two Thousand Nine in the Two Hundred and Thirty-Third Year of the Sovereignty and Independence of the United States of America.

Signed and Delivered  
in the Presence of

[Signature]  
[Signature]

MEADWESTVACO FORESTRY, LLC,  
a Delaware Limited Liability Company

By [Signature]

Name: KENNETH T. SEEGER

Title: SENIOR VICE President

#### ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

I, ROXANNE MANNING, a Notary Public for South Carolina do hereby certify that Kenneth T. Seeger, as Senior Vice President of MeadWestvaco Forestry, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

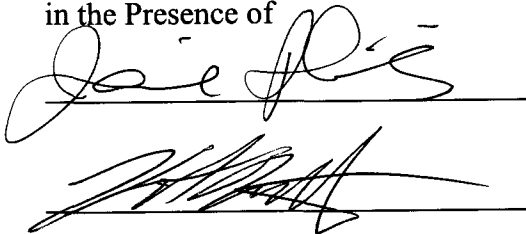
Witness my hand and seal this 11 day of May, 2009.

[Signature] (SEAL)  
Notary Public for South Carolina

My commission expires NOTARY PUBLIC FOR SOUTH CAROLINA  
My commission expires October 27, 2009

IN WITNESS WHEREOF, Grantee, has caused these Presents to be executed in its name by Edward J. Guiltinan, Vice President of Rock-Miramar, Inc., its managing member, as of the 11<sup>th</sup> day of May, in the year of Our Lord Two Thousand Nine in the Two Hundred and Thirty-Third Year of the Sovereignty and Independence of the United States of America.

Signed and Delivered  
in the Presence of



RG-MWV LLC, a Delaware Limited Liability  
Company

By: Rock-Miramar, Inc.  
Its: Managing Member

By: 

Name: Edward J. Guiltinan

Title: Vice President

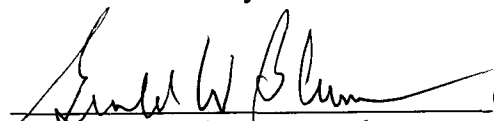
### ACKNOWLEDGEMENT

STATE OF NEW YORK )

COUNTY OF New York )

I, Gerald W. Blume, a Notary Public for New York do hereby certify that Edward J. Guiltinan, as Vice President of Rock-Miramar, Inc., as managing member of RG-MWV LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 8<sup>th</sup> day of May, 2009.

 (SEAL)  
Notary Public for New York

My commission expires \_\_\_\_\_.

**GERALD W. BLUME**  
Notary Public, State of New York  
No. 02BL6082658  
Qualified in New York County  
Commission Expires November 4, 2010

**Exhibit A**  
**Permitted Exceptions**

1. Taxes and assessments for the year 2009 and subsequent years, which are a lien but are not yet due and payable.
2. Any taxes assessed under the rollback provisions of § 12-43-220 (D-4) South Carolina Code of Laws 1976, as amended.
3. Development and use restrictions and conditions imposed by federal, state and local laws with respect to those portions of the property which constitute "wetlands".
4. Power Line Easement granted by Westvaco Corporation to the South Carolina Public Service Authority dated September 17, 1982, recorded in the Register of Deeds for Berkeley County, South Carolina in Book C-152, at Page 60.
5. Plat of survey prepared by F. Elliotte Quinn, III, R.L.S., entitled "**PLAT OF A BOUNDARY SURVEY OF THE GIBBS TRACT CONTAINING 400.53 ACRES,**" dated February 5, 2007, recorded in the Register of Deeds for Berkeley County, South Carolina on April 27, 2009, in Plat Cabinet N, at Page 84P discloses the following, together with any appropriate easements:
  - (a) Existing Santee Cooper 100' Power Right of Way;
  - (b) Overhead power lines and poles and possible easements thereto.
6. Development Agreement by and between Berkeley County, South Carolina and Rock-Berkeley, LLC, now known as RG-MWV LLC, dated February 20, 2009, recorded in the Register of Deeds for Berkeley County, SC in Book 7796, at Page 1.
7. Encroachments, overlaps, boundary line disputes, access, deficiency in quantity of land, and any other matters which would be disclosed by a current and accurate survey and inspection of the land subsequent to the survey prepared by Thomas & Hutton Engineering Co., F. Elliotte Quinn, III, R.L.S. S.C. Registration No. 10292, dated February 5, 2007.

**Exhibit B**  
**Legal Description of the Property**

All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, known as the Gibbs Tract and containing 400.53 acres, more or less, as more particularly shown on a plat thereof prepared by F. Elliott Quinn, III, R.L.S., entitled "**PLAT OF A BOUNDARY SURVEY OF THE GIBBS TRACT CONTAINING 400.53 ACRES**," dated February 5, 2007, which plat was recorded in the Register of Deeds for Berkeley County, South Carolina on April 27, 2009, in Plat Cabinet N, at Page 84P; said tract of land having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear, and being more particularly described as follows:

Commencing at the intersection of Drop Off Drive and Jedburg Road; thence S 59°20'51" E, a distance of 10,840.68 feet to the **Point Of Beginning**, being an 1.5 inch open iron; thence N 8°07'24" E, a distance of 1,688.34 feet to a point, a 3/4 inch set iron; thence N 3°09'24" W, a distance of 796.58 feet to a point, a 4 inch concrete monument; thence S 82°28'26" W, a distance of 1,086.00 feet to a point, a 4 inch concrete monument; thence S 3°47'32" W, a distance of 73.68 feet to a point, a 5/8 inch rebar; thence N 89°12'17" W, a distance of 704.14 feet to a point, a 4 inch concrete broken monument; thence N 14°49'06" E, a distance of 1,381.31 feet to a point, a 5/8 inch rebar; thence N 15°22'42" E, a distance of 226.01 feet to a point, a 5/8 inch bent rebar; thence N 11°42'36" E, a distance of 58.75 feet to a point, a 3/8 inch rebar; thence N 87°40'07" E, a distance of 794.21 feet to a point, a 3/8 inch rebar; thence N 88°17'17" E, a distance of 900.33 feet to a point, a 1 inch open iron; thence N 87°45'08" E, a distance of 1,095.68 feet to a point, a 3/4 inch iron set thence N 77°54'55" E, a distance of 1,301.52 feet to a point, a 4 inch concrete monument; thence S 10°30'44" E, a distance of 4,471.15 feet to a point, a 4 inch concrete monument; thence S 89°05'52" W, a distance of 1,095.71 feet to a point, a 3/4 inch iron set thence S 10°10'59" W, a distance of 1,646.73 feet to a point, a 3/4 inch iron set; thence N 52°25'56" W, a distance of 1,816.60 feet to a point, a 5/8 inch rebar; thence N 9°38'55" W, a distance of 536.82 feet to a point, a 5/8 inch rebar; thence N 89°18'02" W, a distance of 608.29 feet to a point, a 5/8 inch rebar; thence N 52°20'29" W, a distance of 235.16 feet to the **Point Of Beginning**. Said tract or parcel of land containing 400.53 acres more or less.

Being a portion of the property conveyed to Grantor by deed of Westvaco Corporation dated December 30, 2002 and recorded May 27, 2003 in Book 03325, Page 00098 in the office of the Berkeley County Register of Deeds.

Tax Map Parcel Number 221-00-00-001

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

**AFFIDAVIT FOR TAXABLE  
OR EXEMPT TRANSFERS**

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 being transferred is located in Berkeley County, TMS # 221-00-00-001 and was transferred by MeadWestvaco Forestry, LLC to RG-MWV LLC on May 11, 2009.
3. Check one of the following: The deed is
  - (a) \_\_\_\_\_ subject to the deed recording fee as a transfer 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):   8    
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_

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 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 \_\_\_\_\_ 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) Place the amount listed in item 4 above here: \$0
- (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 \$0  
here:

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$0

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Vice President for MeadWestvaco Forestry, LLC.

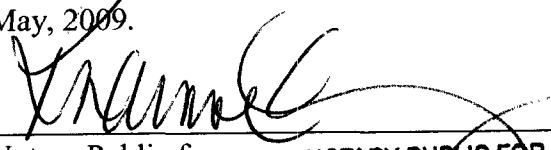
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

MEADWESTVACO FORESTRY, LLC  
a Delaware limited liability company

By: 

Its:  President

SWORN to before me this 11 day of  
May, 2009.

  
Notary Public for                      NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: My commission expires October 27, 2009