

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF BERKELEY ) TITLE TO REAL ESTATE

NOW, KNOW ALL MEN BY THESE PRESENTS, DIBS-Holding Company, LLC, a South Carolina Limited Liability Company, in consideration of the sum of One and no/100 (\$1.00) Dollar and receipt of a membership interest in Grantee, to it in hand paid at and before the sealing of these presents by DIBS-Sun, L.L.C., a South Carolina Limited Liability Company, in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the Permitted Exceptions as hereinafter defined, unto the said DIBS-Sun, L.L.C., the following described property, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Grantee Address: 230 Seven Farms Drive, Suite 200  
 Charleston, SC 29492

RECEIVED  
 05/23/2001  
 ASSESSOR  
 BERKELEY COUNTY SC

This conveyance is made subject to all covenants, restrictions, conditions and easements set forth on Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Exceptions").

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 DIBS-Sun, L.L.C., its successors, heirs and assigns forever.

Doc # 000037561  
 FILED, RECORDED, INDEXED  
 05/23/2001 02:14:48PM  
 Rec Fee: 13.00 Pages: 7  
 Register of Deeds Berkeley Co. SC  
 Cynthia B. Forte  
 Issued to: WARREN & SINKLER

(1)

AND DIBS Holding Company, LLC does hereby bind itself and its successors, assigns, executors, and administrators, to warrant and forever defend, all and singular, the said Premises unto the said DIBS-Sun, L.L.C., its heirs, successors and assigns, against it and its successors and assigns, lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF DIBS Holding Company, LLC has caused these presents to be executed in its name by its duly authorized officer, and its corporate seal to be hereto affixed this 22<sup>nd</sup> day of May, in the year of our Lord Two Thousand One and in the Two Hundred Twenty-Fifth Year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SELLER:

DIBS-Holding Company, LLC


By: The Daniel Island Company, Inc.  
Its: Sole Member

By: Frank W. Brumley  
Frank W. Brumley, its President

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

000037561 Bk:02268 Pg:00217  
ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 2001, by DIBS-Holding Company, LLC, by The Daniel Island Company, Inc., its sole member, its Frank W. Brumley, its President.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: Aug 18, 2011  
AFFIX SEAL

All that certain tract, parcel and piece of land, situate, lying and being on Daniel Island, City of Charleston, Berkeley County, South Carolina, containing approximately 10.59 acres highland and 4.01 acres wetlands and buffer, more or less, known as Lot 1, 636,082 sq. ft., 14.60 acres, and more particularly described on a plat entitled "Amended Plat of Daniel Island, Parcel P,Q, Block A, Lot 1, Owned by: Daniel Island Company, Inc." prepared by F. Elliott Quinn, III, Professional Land Surveyor No. 10292, Thomas & Hutton Engineering Co., dated May 16, 2001 and recorded in Plat Cabinet P at Page 24-A in the Berkeley County RMC Office, having such measurements, metes, buttings and boundings as set forth on the plat which is incorporated herein by reference.

Being a portion of the property conveyed to the Grantor herein by deed from The Daniel Island Company, Inc. dated May 22, 2001 and recorded simultaneously herewith.

TMS # portion of 275-00-00-061

New TMS # \_\_\_\_\_

1. Taxes and assessments for the year 2001, and subsequent years, which are a lien but are not yet due and payable.
2. Unrecorded Agreement between The Harry F. Guggenheim Foundation ("Foundation") and the Commissioners of Public Works of the City of Charleston ("CPW") 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, DIDC and CPW dated February 24, 1994.
5. Unrecorded Memorandum of Agreement by and among The Harry Frank Guggenheim Foundation, the U.S. Army Corps of Engineers, and the S.C. State Historic Preservation Office regarding the archaeological sites on Daniel Island last dated March 2, 1994.
6. Development Agreement among The Harry Frank Guggenheim Foundation (the Foundation"), Daniel Island Development Company, Inc. ("DIDC") and the City of Charleston (the "City") dated as of June 1, 1995, recorded on June 23, 1995 in Book 681, Page 300 in the Berkeley County R.M.C. Office (the "Development Agreement"), as amended by First Amendment dated June 9, 1997 and recorded in the RMC Office for Berkeley County in Book 1092 at Page 275, and further amended by Second Amendment recorded in Book 1695 at page 74 and further amended by Third Amendment recorded in Book 1931 at page 187.
7. Rollback taxes as provided under Title 12, South Carolina Code, as amended, including Section 12-43-220, and others.
8. Zoning ordinances of the City of Charleston, including the Daniel Island Master Plan dated March 11, 1993 as the same may be amended from time to time.
9. The following matters shown on that certain plat by Thomas & Hutton Engineering Co. dated March 20, 2001 and recorded in the RMC Office for Berkeley County in Plat Cabinet P at page 11-A: New 24' Storm Drainage Easement and Wetlands areas.

10. Declaration of Covenants and Restrictions (Wetlands Mitigation Areas) dated May 19, 1994, recorded in the RMC Office for Berkeley County in Book 509 at page 182.
11. Declaration of Covenants, Conditions and Restrictions for Daniel Island Office Park dated May 19, 1994 and recorded in the RMC Office for Berkeley County on May 23, 1994 in Book 509 at page 228, as amended by Amendment dated June 13, 1997 and recorded in Book 1089 at page 136 and further amended by Second Amendment dated February 19, 1999 and recorded in Book 1564 at page 66 and further amended by Third Amendment dated May \_\_, 2001 and recorded in Book 2259 at page 179, and By-Laws of Daniel Island Office Park Owners Association, Inc. recorded September 10, 1997 in Book 1150 at page 87.
12. Declaration of Easements and Covenant to Share Costs for Daniel Island dated June 13, 1997 and recorded in the RMC Office for Berkeley County in Book 1122 at page 0007.
13. By-Laws of Daniel Island Office Park Owners Association, Inc. recorded in the RMC Office for Berkeley County in Book 1150 at page 0087.
14. Amended and Restated Declaration of Easements and Covenant to Share Costs for Daniel Island dated November 27, 2000 and recorded December 6, 2000 in the RMC Office for Berkeley County in Book 2098 at page 80.
15. Interests created by or limitation on use imposed by the Federal Coastal Zone Management Act or other Federal Laws or regulations, or by South Carolina Code, Chapter 39, Title 48, as amended, as amended, or any regulations promulgated pursuant to said State or Federal Laws.
16. Jurisdiction of the U.S. Army Corps of Engineers and other governmental authorities with respect to any portion of the property which may constitute wetlands.
17. Unrecorded Lease Agreement by and between DIBS-Sun, L.L.C. and Triton PCS Property Company, L.L.C. dated February 16, 2001.
18. Amended and Restated Declaration of Easements and Covenant to Share Costs dated November 27, 2000 and recorded in the RMC Office for Berkeley County in Book 2098 at page 80.

STATE OF SOUTH CAROLINA )  
 COUNTY OF CHARLESTON )

## AFFIDAVIT

Date of Transfer of Title  
 Closing Date May 22, 2001

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 Holding Company, LLC TO DIBS-Sun, L.L.C. ON May 22, 2001.
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 distribution to a trust beneficiary.
  - (c) X EXEMPT from the deed recording fee because (Exemption# 8)  
 (Explanation If Required) Transferring realty so as to have a membership interest in the Grantee  
 (If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
  - (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) \_\_\_\_\_ the amount listed in item 4 above
  - (b) \_\_\_\_\_ the amount listed in item 5 above (no amount place zero)
  - (c) \_\_\_\_\_ 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: attorney.
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 named decedent.
10. 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.

Sworn to before me this 22<sup>nd</sup> day of May, 2001

Wanda D. Hill  
 NOTARY PUBLIC FOR SOUTH CAROLINA  
 My Commission Expires: 5-28-08

Signed: \_\_\_\_\_

Grantor, Grantee, or Attorney that prepared this form

JOHN H. WARREN, III  
 Type or Print Name here