

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

00012092 Vol:11385 Pg: 222



53 2015 00012092

Instrument Number: 2015- 00012092

As
Deed

Recorded On: May 19, 2015**Parties:** MWV-NORTH POINTE LLC

To

NORTH POINTE INDUSTRIAL PARTNERS I LLC

Billable Pages: 2**Recorded By:** DODDS & HENNESSY LLP**Num Of Pages:** 7**Comment:****** Examined and Charged as Follows: ****

Deed	12.00				
Recording Charge:	12.00				
		Consideration Amount	RS#/CS#		
Deed Tax	0.00		D 32077	Deed County Tax	0.00
				Deed State Tax	0.00
EXEMPT					
Tax Charge:	0.00				

RECEIVED

May 19, 2015

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 Register of Deeds Office For: Berkeley County, SC

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

Document Number: 2015- 00012092
 Receipt Number: 530271
 Recorded Date/Time: May 19, 2015 11:57:24A
 Book-Vol/Pg: Bk-R VI-11385 Pg-222
 Cashier / Station: C Mills / Cash Station 8

DODDS & HENNESSY LLP
 973 HOUSTON NORTHCUTT BLVD
 STE 101
 MOUNT PLEASANT SC 29464



Cynthia B. Forte

Cynthia B Forte - Register of Deeds

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

KNOW ALL MEN BY THESE PRESENTS, that **MWV-NORTH POINTE, LLC**, a Delaware limited liability company ("Grantor"), in the State aforesaid, for and in consideration of the sum of **FIVE AND 00/100 (\$5.00) DOLLARS**, to it in hand paid at and before the sealing of these presents by **NORTH POINTE INDUSTRIAL PARTNERS I, LLC**, a Delaware limited liability company ("Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, subject to the Permitted Exceptions (as hereinafter defined), has, granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the said Grantee, the following described property, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE (the "Property")**

THE PROPERTY IS HEREBY CONVEYED SUBJECT TO all covenants, conditions, restrictions, reservations, easements, instruments and other matters, if any, set forth on Exhibit "B" attached hereto and incorporated herein by this reference (collectively, the "Permitted Exceptions").

TOGETHER with, all and singular, the rights, members, hereditaments and appurtenances to the said Property belonging, or in any wise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the Property before mentioned, subject to the Permitted Exceptions, unto the said Grantee, its successors and assigns forever.

AND, subject to the Permitted Exceptions, Grantor does hereby bind itself and its successors to warrant and forever defend, all and singular, the Property unto Grantee, and Grantee's successors and assigns, against Grantor and Grantor's 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Grantor has caused these Presents to be executed under, seal, in its name by its proper officer this 15th day of May, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Carolyn E. Knight
First Witness

Miriam L. Holladay
Second Witness – can be Notary

MWV-NORTH POINTE, LLC,
a Delaware limited liability company

By: MWV-Charleston Development Holdings, LLC
Its: Sole Member

By: Kenneth T. Seeger (SEAL)
Kenneth T. Seeger, President

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that MWV-North Pointe, LLC, a Delaware limited liability company, by MWV-Charleston Development Holdings, LLC, its Sole Member, by Kenneth T. Seeger, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 15th day of May, 2015.

Miriam L. Holladay (SEAL)
Notary Public for South Carolina
Print Name: Miriam L. Holladay
My commission expires: My Commission Expires
May 8, 2018

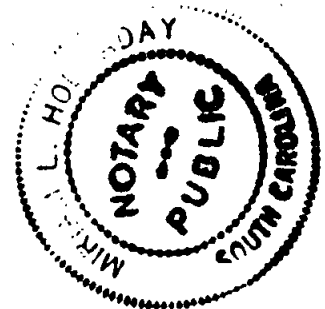


Exhibit "A"

Description of the Property

ALL that certain piece, parcel or tract of land, situate lying and being in the City of Hanahan, County of Berkeley, State of South Carolina, shown and designed as "PARCEL AB3" on a plat entitled, "SUBDIVISION PLAT SHOWING THE CREATION OF NEW "PARCEL C1A", NEW "PARCEL AB3", AND NEW "P.O.A." OWNED BY MWV-NORTH POINTE, LLC LOCATED IN THE CITY OF HANAHAN BERKELEY COUNTY, SOUTH CAROLINA", prepared by Jonathan F. Burns, PLS #22742 of GPA Professional Land Surveyors, dated February 18, 2015, and recorded May 7, 2015, in Plat Book S, Page 116-A, in the Office of the Register of Deeds for Berkeley County, South Carolina (the "Plat"), reference to which is hereby craved for a more complete description.

TOGETHER WITH a non-exclusive, appurtenant, transmissible, assignable easement for utilities and pedestrian and vehicular access, ingress and egress from North Point Industrial Blvd (R/W varies) to Parcel AB3 over the property as more fully shown and designated as "NEW VARIABLE WIDTH ACCESS AND GENERAL UTILITY EASEMENT FOR THE BENEFIT OF NEW "PARCEL AB3" 3,862 SQ. FT. 0.089 ACRES" as shown on the Plat.

BEING a portion of the property conveyed by the deed from Hanahan Reservoir Park, LLC, a South Carolina limited liability company to MWV-North Pointe, LLC, a Delaware limited liability company, dated December 29, 2011, and recorded December 30, 2011, in Book 9254, Page 329, in the Office of the Register of Deeds for Berkeley County, South Carolina.

TMS No. 259-00-01-003

Grantee's Address:

North Pointe Industrial Partners I, LLC
c/o SunCap Property Group, LLC
6101 Carnegie Blvd., Ste. 180
Charlotte, NC 28209

Exhibit "B"
Permitted Exceptions

THE PROPERTY IS HEREBY CONVEYED SUBJECT TO:

1. Taxes and assessments for the year 2015, and subsequent years, which are a lien but are not yet due and payable.
2. Roll-back taxes as may be assessed under Section 12-43-220 of the SC Code of Laws, 1976 as amended.
3. Declaration of Protective Covenants, Conditions and Restrictions for North Pointe Business Campus record in Book, 11010, Page 215, in the Office of the Register of Deeds for Berkeley County, South Carolina.
4. Declaration of Restriction Covenants record in Book 1479, Page 227, in the Office of the Register of Deeds for Berkeley County, South Carolina.
5. Declaration of Restrictive Covenants Reservoir Business Center recorded in Book 7739, Page 244, in the Office of the Register of Deeds for Berkeley County, South Carolina.
6. Easement to the South Carolina Public Service Authority record in Book C45, Page 8, in the Office of the Register of Deeds for Berkeley County, South Carolina.
7. Easement to South Carolina Electric & Gas Company record in Book C91, Page 134, in the Office of the Register of Deeds for Berkeley County, South Carolina.
8. Grant of Perpetual Easement to Berkeley County Water and Sanitation Authority record in Book 1897, Page 196, in the Office of the Register of Deeds for Berkeley County, South Carolina.
9. Easement to Bellsouth Telecommunications, Inc. record in Book 1887, Page 294, in the Office of the Register of Deeds for Berkeley County, South Carolina.
10. Grant of Water Line Easement and Right of Way to Commissioners of Public Works of the City of Charleston record in Book C60, Page 31, in the Office of the Register of Deeds for Berkeley County, South Carolina.
11. Title to Sewer System to Berkeley County Water and Sanitation Authority record in Book 2405, Page 249, in the Office of the Register of Deeds for Berkeley County, South Carolina.
12. Bill of Sale to Berkeley County Water and Sanitation Authority record in Book 2444, Page 151, in the Office of the Register of Deeds for Berkeley County, South Carolina.
13. Easement Agreement record in Book 1656, Page 166, in the Office of the Register of Deeds for Berkeley County, South Carolina.
14. Easement Agreement record in Book 2670, Page 43, in the Office of the Register of Deeds for Berkeley County, South Carolina.
15. Easement to South Carolina Electric & Gas Company record in Book C92, Page 84, as partially released in Book 11059, Page 136, in the Office of the Register of Deeds for Berkeley County, South Carolina.

16. Subject to the following matters of survey as shown on the plat record in Plat Cabinet S, Page 116-A, in the Office of the Register of Deeds for Berkeley County, South Carolina:

- a. 100' S.C.P.S.A. R/W;
- b. WETLANDS AND WETLANDS BUFFER;
- c. 125' S.C.E.& G. R/W;
- d. 140' DRAINAGE EASEMENT;
- e. 75' GENERAL UTILITY EASEMENT BERKELEY COUNTY WATER AND SANITATION AUTHORITY.

17. Development and use restrictions and conditions imposed by Federal, State and local laws with respect to those portions of the Property, if any, shown as "Wetlands" or marsh on that plat appearing of record in Plat Cabinet P, Page 33-P, in the Office of the Register of Deeds for Berkeley County, South Carolina.

STATE OF SOUTH CAROLINA) AFFIDAVIT

COUNTY OF BERKELEY) Date of Closing: May 18, 2015

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 MWV-NORTH POINTE, LLC to NORTH POINTE INDUSTRIAL PARTNERS I, LLC., is known as Parcel AB3, City of Hanahan, County of Berkeley, (portion of) TMS No. 259-00-01-003.
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 (exemption # 8)
Explanation if required: transferring realty to an entity to become a member of entity.
(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: Grantor.
8. 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
15th day of May, 2015

MWV-NORTH POINTE, LLC,
A Delaware limited liability company

Miriam L. Holladay (SEAL)
Notary Public for South Carolina
Print Name: Miriam L. Holladay
My Comm. Expires: My Commission Expires
May 8, 2018

By: MWV-Charleston Development Holdings, LLC
Its: Sole Member

By: Kenneth T. Seeger (SEAL)
Kenneth T. Seeger, President

