CYNTHIA B FORTE **BERKELEY COUNTY REGISTER OF DEEDS**

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

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



Instrument #:

2016004797

Receipt Number:

13421

Recorded As:

DEED

Recorded On:

February 18, 2016

Recorded At:

03:51:42 PM

Recorded By:

SUSAN RITTER

Book/Page:

RB 2113: 700 - 704

Total Pages:

5

Return To:

JOHN E ROMANOSKY JR

1 COOL BLOW STREET SUITE 201

CHARLESTON, SC, 29403

Received From:

JOHN E ROMANOSKY JR

Parties:

Direct- W W WILLIAMS COMPANY

Indirect- CONGAREE-CARTON LIMITED PARTNERSHIP

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:

\$10.00

Consideration:

\$4,150,000.00

County Tax:

\$4,565.00

State Tax:

\$10,790.00

Tax Charge:

\$15,355.00



RECEIVED

FEB 18, 2016

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

Cynthia B Forte - Register of Deeds

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

WHEREAS, Investment Property Exchange Services, Inc., as Qualified Intermediary for The W. W. Williams Company, pursuant to that certain Exchange Agreement dated February 3, 2016, has acquired the below described property as "relinquished property" pursuant to said agreement and has directed the transfer of said "relinquished property" to Congaree-Carton Limited Partnership, it being the intention to fulfill the requirements of Section 1031 of the Internal Revenue Code as provided in said Exchange Agreement, and it being further specified that the contracts and agreements providing for the necessary series of transfers are all interdependent, that no cash proceeds from the sale of the "relinquished property" is actually or constructively received by The W. W. Williams Company, and that this conveyance is part of an integrated plan for like-kind exchange; and

WHEREAS, Richard L. Booth, as Qualified Intermediary for Congaree-Carton Limited Partnership, pursuant to that certain Exchange Agreement dated August 20, 2015, has acquired the below described property as "replacement property" pursuant to said agreement and has directed the transfer of said "replacement property" to Congaree-Carton Limited Partnership, as "Exchangor;" it being the intention to fulfill the requirements of Section 1031 of the Internal Revenue Code as provided in said Exchange Agreement, and it being specified that the contracts and agreements providing for the necessary series of transfers are all interdependent, that no cash proceeds from the sale of the original property is actually or constructively received by Congaree-Carton Limited Partnership and that this conveyance is part of an integrated plan for like-kind exchange.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that, THE W. W. WILLIAMS COMPANY, (Grantor), in the state aforesaid, for and in consideration of the sum of FOUR MILLION ONE HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$4,150,000.00), to it in hand paid by CONGAREE-CARTON LIMITED PARTNERSHIP in the state aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions ("Exceptions") set forth below unto the said CONGAREE-CARTON LIMITED PARTNERSHIP (Grantee), SUBJECT TO THE BELOW STATED RIGHTS, EASEMENTS, RESTRICTIONS, AND EXCEPTIONS SET OUT AND RESERVED IN THIS DEED, ITS SUCCESSORS AND ASSIGNS, THE BELOW DESCRIBED REAL PROPERTY, TO WIT:

THIS CONVEYANCE IS MADE SUBJECT TO:

1. Restrictions, easements, and rights of way recorded in the RMC office for Berkeley County.

John E. Romanosky, Jr. Esquire
Attorney at Law
One Cool Blow Street, Suite 201
Charleston, SC 29403

LEGAL DESCRIPTION

All that piece, parcel, and tract of land, together with improvements thereon, located in Berkeley County, South Carolina, and shown and designated as "PARCEL '1' (REVISED) 5.20 AC" on a plat entitled "REVISED PLAT OF A PARCEL OF LAND CONTAINING 10 Ac BEING RE-SUBDIVIDED INTO TWO PARCELS, PARCEL 1 REVISED CONTAINS 5.20 AC, PARCEL 2 REVISED CONTAINS 4.80 AC AS REQUESTED BY THE W. W. WILLIAMS CO." by Thomas W. Bailey dated December 11, 1989, as revised December 19, 1989, and recorded December 19, 1989, in Plat Cabinet I at page 22 in the RMC office for Berkeley County, South Carolina. Said property has such size, shape, buttings, boundings, and dimensions as will by reference to said plat more fully and at large appear.

ALSO

All that piece, parcel, and tract of land, together with improvements thereon, located in Berkeley County. South Carolina, and shown and designated as "PARCEL '2' (REVISED) 4.80 AC" on a plat entitled "REVISED PLAT OF A PARCEL OF LAND, CONTAINING 10 AC BEING RE-SUBDIVIDED INTO TWO PARCELS, PARCEL 1 REVISED CONTAINS 5.20 Ac, PARCEL 2 REVISED CONTAINS 4.80 Ac AS REQUESTED BY THE W. W. WILLIAMS. CO." by Thomas W. Bailey dated December 11, 1989, as revised December 19,1989, and recorded December 19, 1989, in Plat Cabinet I at page 22 in the RMC office for Berkeley County, South Carolina. Said property has such size, shape, buttings, boundings, and dimensions as will by reference to said plat more fully and at large appear.

Being the same property conveyed to The W. W. Williams Company by deed of Berkeley County, South Carolina, dated December 16, 1987, and recorded in Book A733 at page 335, RMC office for Berkeley County.

TMS#232-00-02-057

GRANTEE'S ADDRESS: 1156 Bowman Road, Suite 100

Mt. Pleasant, SC 29464

TOGETHER with, subject to the above Rights, Easements, Restrictions, and Exceptions, 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, subject to the above Rights, Easements, Restrictions, and Exceptions, all and singular, the said Premises before mentioned unto said Grantee, its successors and assigns, forever.

AND the said Grantor does hereby bind itself and the Grantor's Successors, Assigns, Executors and Administrators, to warrant and forever defend, all and singular, the said premises, subject to the above Rights, Easements, Restrictions, and Exceptions, unto the Grantee, its Successors and Assigns forever, against the Grantor and the Grantor's Successors and Assigns lawfully claiming, or to claim, the same or any part hereof, by, from, or under it during its period of ownership, as stated in the derivation herein.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this <u>17</u> hay of February in the Year of our Lord, Two Thousand Sixteen (2016) and in the Two Hundred and Fortieth Year of the Sovereignty and Independence of the United States of America.

IN THE PRESENCE OF:	ED THE W. W. WILLIAMS COMPANY
Tout IST	By: Darff
Witness	
Rachel J. Stine Witness	Its: VILE PRESIDENT
Via 1033	
• •	
STATE OF <u>OHIO</u>)	
COUNTY OF FRANKLIN	<u>ACKNOWLEDGMENT</u>
The foregoing instrument was 2016, by THE W. W. WILLIAMS CO	s acknowledged before me this 17 ⁺ day of February, Dand W. French, its Vice President.
But IST	
Notary Public for <u>OH/o</u>	- CASTOR
Robert T. Carter	ROBERT T. CASTOR ATTORNEY AT LAW Notary Public, State of Onio Notary Public, State of Onio
Print Notary Name	Notary Public, State of Ohio Notary Public, State of Ohio My Commission Has No Expiration Section 147.03 R.C.
My.Commission Expires: N/A	77 OT S.

	CY OF CHARLES	·
PERSO	NALLY appeared	before me the undersigned, who being duly sworn, deposes and says:
1.	I have read the i	nformation on this Affidavit and I understand such information.
2.	The property was 17, 2016.	s transferred by THE W. W. WILLIAMS COMPANY to CONGAREE-CARTON LIMITED PARTNERSHIP on February
3.	Check one of th	e following: The DEED is
	(a) X (b)	subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth. 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)	EXEMPT from the deed recording fee because (exemption 1-12)
		(If exempt, please skip items 4-7, and go to item 7 of this affidavit.)
	•	exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time ale and was the purpose of this relationship to purchase the realty? No
4.	Check one of the	e 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 \$4,150,000.00
	(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.		or NO_X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained ment, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$
6.	The DEED Reco	ording Fee is computed as follows:
	(b) Place the am	ount listed in item 4 above here: \$4,150,000.00 ount listed in item 5 above here: \$0 it is listed, place zero here)
	•	e 6(b) from Line 6(a) and place result here \$4,150,000.00
7.	The deed record	ing fee due is based on the amount listed on Line 6(c) above and the deed recorded fee due is: \$
8.	As required by (Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.
9.		t a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor ction must be fined not more than one thousand dollars or imprisoned not more than one year or both.
SWORN day of F	N to before me this ebruary, 2016.	Grantor, Grantee, or Legal Representative
A	281	Connécted with this transaction
Notary	yeve 1 Bor	John E. Romanosky, Jr.
Print No	otary Name	· ·

My Commission Expires: 3-30-25