

# 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 - DO NOT REMOVE \*\*\***

Instrument #: 2016042469

Receipt Number: 43114

Recorded As: DEED

Recorded On: December 20, 2016

Recorded At: 01:03:36 PM

Recorded By: DONNA SMITH

Book/Page: RB 2351: 327 - 334

Total Pages: 8

Return To: HAYNSWORTH SINKLER BOYD, PA

PO BOX 340

CHARLESTON, SC, 29402

Received From: HAYNSWORTH SINKLER BOYD, PA

Parties:

Direct- CONGAREE-CARTON LIMITED PARTNERSHIP

Indirect- FARMINGTON 211 LLC

**\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\***

Recording Fee: \$13.00

Exempt

Tax Charge: \$0.00

RECEIVED

DEC 20, 2016

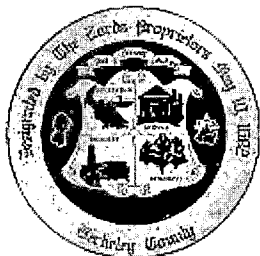
ASSESSOR

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                        )

KNOW ALL MEN BY THESE PRESENTS, that **CONGAREE-CARTON LIMITED PARTNERSHIP**, an Illinois limited partnership ("**Grantor**"), as a capital contribution, and for no additional consideration, the receipt and sufficiency of which are hereby acknowledged, **SUBJECT TO the matters set forth on Exhibit B attached hereto and incorporated herein by reference** (collectively, the "**Permitted Exceptions**"), has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release, subject to the Permitted Exceptions, unto **FARMINGTON 211, LLC**, a South Carolina limited liability company, its successors and assigns ("**Grantee**"), whose address is 1156 Bowman Road, Suite 200, Mount Pleasant, South Carolina 29464, the following described property, to wit:

**[SEE ATTACHED EXHIBIT A FOR PROPERTY DESCRIPTION]**

**[SEE ATTACHED EXHIBIT B FOR PERMITTED EXCEPTIONS]**

THIS CONVEYANCE IS MADE SUBJECT TO the Permitted Exceptions.

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

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

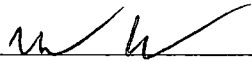
AND, subject to the Permitted Exceptions, Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular the said premises, unto Grantee, its successors and assigns, against the Grantor and its successors and assigns claiming the same, or any part thereof.

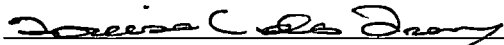
WITNESS its hands and seals this 16th day of December, 2016.


**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

Witnesses:

**CONGAREE-CARTON LIMITED PARTNERSHIP,**  
an Illinois limited partnership

  
Witness #1

By:  [L.S.]  
Louise C. des Francs  
Its: General Partner


  
Witness #2

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public for the State of South Carolina, do hereby certify that CONGAREE-CARTON LIMITED PARTNERSHIP, an Illinois limited partnership, by Louise C. des Francs, its General Partner, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 16th day of December, 2016.

 (SEAL)  
Notary Public, State of South Carolina  
Notary Name Printed: Margan E. Shlemen  
My Commission Expires: 10/5/2019

**EXHIBIT A**

**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.

TMS# 232-00-02-057

Being the same property conveyed to Congaree-Carton Limited Partnership by deed from The W.W. Williams Company dated February 17, 2016, and recorded February 18, 2016, in Book 2113 at page 700 in the ROD Office for Berkeley County.

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

**THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING EXCEPTIONS:**

1. Taxes for the year 2017 and subsequent years, a lien not yet due and payable.
2. Restrictive Covenants and Easements by The Berkeley Company dated August 18, 1978 and recorded August 25, 1978, in Book C126 at page 27, in the ROD Office for Berkeley County; as amended by Amendment to Restrictive Covenants and Easements Recorded in Book C 126 at page 27, dated June 14, 1990, and recorded June 19, 1990, in Book C280 at page 252, in the ROD Office for Berkeley County.
3. Easement from The Berkeley Company to Berkeley Electric Cooperative, Inc. dated September 14, 1977, and recorded September 23, 1977, in Book C121 at page 85, in the ROD Office for Berkeley County.
4. Easement from The Berkeley Company to Sangaree Services Corporation dated November 4, 1977, and recorded November 17, 1977, in Book C122 at page 16, in the ROD Office for Berkeley County.
5. Easement from The Berkeley Company to Southern Bell Telephone and Telegraph Company dated October 4, 1977, and recorded April 27, 1978, in Book C124 at page 70, the ROD Office for Berkeley County.
6. Right-of-Way Easement from Farmington Incorporation dba The Berkeley Company to Berkeley Electric Cooperative, Inc. dated April 26, 1977, and recorded April 26, 1977, in Book C119 at page 95, in the ROD Office for Berkeley County.
7. Right-of-Way Easement from Berkeley County to Berkeley Electric Cooperative, Inc. dated January 22, 1982, and recorded December 1, 1982, in Book C151 at page 98, in the ROD Office for Berkeley County.
8. Right-of-Way Easement from Farmington Inc. to Berkeley Electric Cooperative, Inc. dated October 24, 1978, and recorded November 7, 1978, in Book C126 at page 215, in the ROD Office for Berkeley County.
9. Easement from Farmington Incorporated d/b/a The Berkeley Company dated November 9, 1984, and recorded February 6, 1985, in Book C175 at page 22, in the ROD Office for Berkeley County.
10. Easement from Williams Technologies to Berkeley Electric Cooperative, Inc. dated April 8, 1997, and recorded July 9, 1997, in Book 1104 at page 191, in the ROD Office for Berkeley County.
11. Easement from Williams Technologies to Berkeley Electric Cooperative, Inc. dated September 1, 1998, and recorded November 6, 1998, in Book 1450 at page 0275, in the ROD Office for Berkeley County.
12. Rights of parties in possession, as tenants only, under unrecorded leases.
13. No insurance is afforded as to the exact amount of acreage contained in the Land.

14. Easement granted to State Rural Electrification Authority dated February 17, 1939, recorded in State Electrification Book at page 397.
15. Matters as shown on plat of survey made by Thomas W. Bailey, Surveyor, dated December 11, 1989, and recorded December 19, 1989, in Plat Cabinet I at page 22, in the ROD Office for Berkeley County, including, but not limited to, the following:
  - a) 10' Drainage and Utility Easement
  - b) drainage ditch
16. Matters as shown on unrecorded ALTA survey entitled "ALTA SURVEY OF 5 TRACTS TRACT B-5, 15.53 ACRES OWNED BY SOUTHEASTERN COUNTRY CLUB GROUP LOCATED NEAR THE TOWN OF SUMMERVILLE BERKELEY COUNTY, SOUTH CAROLINA: made by Ashley Land Surveying, Inc., Surveyor, dated March 21, 2016, including, but not limited to, the following:
  - a) 10' Utility & Drainage Easement
  - b) 20' Utility & Drainage Easement
  - c) 48" RCP
  - d) 18" RCP
  - e) Pond
  - f) Grate Inlet
  - g) Underground Sewer Line
  - h) Underground Electric Line
  - i) Over Head Power Lines
  - j) Power Poles
  - k) Power Box
  - l) Sewer Manhole
  - m) Fire Hydrant
  - n) Water Meter
  - o) Water Valve

COUNTY OF BERKELEY

) **AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS**  
)  
)

1. I have read the information on this affidavit and I understand such information.

3. Check one of the following: The deed is

- ready to become member  
(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.):

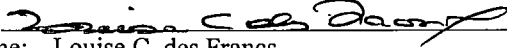
5. Check Yes \_\_\_\_\_ or No X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.

(a) Place the amount listed in item 4 above here:	\$	0.00
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	\$	0.00
(c) Subtract Line 6(b) from Line 6(a) and place result here:	\$	0.00

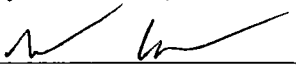
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor \_\_\_\_\_.

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.

CONGAREE-CARTON LIMITED PARTNERSHIP,  
an Illinois limited partnership

By:   
Name: Louise C. des Francs  
Its: General Partner

SWORN to and subscribed before me this  
16<sup>th</sup> day of December, 2016.

  
Notary (L.S.):  
Notary Public for South Carolina  
My Commission Expires: 10/5/2019  
Notary (printed name):

#### **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. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before 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 as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as 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 the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, 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 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;
- (12) that constitute 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 pursuant to foreclosure proceeding;
- (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;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.