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 #:

2019019688

Receipt Number:

130159

Recorded As:

DEED

Recorded On:

June 11, 2019

Recorded At:

11:28:14 AM

Recorded By:

ROBIN MCMAKIN

Book/Page:

RB 3045: 145 - 155

Total Pages:

11

Return To:

THERENCE M HOFFMAN LLC

P O BOX 62252

N CHARLESTON, SC, 29419-2252

Received From:

THERENCE M HOFFMAN LLC

Parties:

Direct- VAUGHN DEVELOPMENT INC

Indirect- SC AGRICULTURE AND TIMBER INC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:

\$16.00

Exempt

Tax Charge:

\$0.00

RECEIVED

JUN 11, 2019

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

Cynthia B Forte - Register of Deeds

| STATE OF SOUTH CAROLIN | NA) | |
|------------------------|-----|----------------|
| |) | QUITCLAIM DEED |
| COUNTY OF BERKELEY |) | |

KNOW ALL MEN BY THESE PRESENTS, that VAUGHN DEVELOPMENT, INC. for and in consideration of the sum of <u>TEN</u> and <u>ZERO/100</u> Dollars(\$10.00), the receipt and sufficiency of which is hereby acknowledged, to Grantor paid by Grantee SC AGRICULTURE AND TIMBER, INC, does hereby remise, release and forever quitclaim unto Grantee all of the Grantor's right, title and interest, if any, in and to the real estate ("the premises") described as follows:

Lot 2B

All that certain piece, parcel or tract of land, situated, lying and being in Crowfield Plantation, Berkeley County, South Carolina, shown and designated as "Lot 2-B, 61,723 sq. ft, 1.417 acres" On the Plat prepared by Westvaco Development Corporation dated October 15, 1999, entitled "PLAT SHOWING TRACT "B", 3.773 ACRES, AND TRACT "C", 2.840 ACRES, PROPERTY OF CROWFIELD PLANTATION COMMUNITY SERVICES ASSOCIATION, AND TRACT "2-B", 1.417 ACRES, AND TRACT "2-C", 2.267 ACRES, PROPERTY OF WESTVACO DEVELOPMENT CORPORATION WITH TRACTS "B", "C", AND "2-C" COMBINING TO FORM REVISED TRACT "B", 7.529 ACRES, CROWFIELD COMMERCIAL AREA PHASE I, LOCATED ON CROWFIELD PLANTATION, IN THE CITY OF GOOSE CREEK, BERKELEY COUNTY, SOUTH CAROLINA" recorded in the Office of the RMC for Berkeley County on March 6, 2000 in Plat Cabinet O at Page 180-C. the Plat is incorporated into the description by this reference and the tract has the size, shape, meters, bounds, locations and dimensions as shown on the plat.

BEING a portion of the property conveyed by Westvaco by deed to Vaughn Development Inc. dated 25th day of April 2002, recorded May 03, 2002 in the Berkeley County, South Carolina RMC Office (000067941) Book 02725, Page 00169.

ALSO BEING a portion of the property conveyed to Westvaco Development Corporation by deed of Westvaco Corporation dated 14th day of October 1980, recorded 22nd day of October 1980 in the Berkeley County, South Carolina RMC Office in Book A-413, Page 36.

TMS #: 243-00-00-063.

Tract 5, Section I. 0.585 acres

All that certain piece, parcel or tract of land, situated, lying and being in Crowfield Plantation, Berkeley County, South Carolina, shown and designated as "Tract 5, Section I, 0.585 Ac

on the Plat prepared by Westvaco Development Corporation dated August 14, 1986, entitled "PLAT SHOWING RIGHT-OF-WAY AND PROPERTY LINE REALIGNMENT SECTION I & SECTION III (TRACTS 1 AND 2) CROWFIELD COMMERCIAL AREA PHASE I, PROPERTY OF WESTVACO DEVELOPMENT CORPORATION, LOCATED, IN THE CITY OF GOOSE CREEK, BERKELEY COUNTY, SOUTH CAROLINA" recorded in the Office of the RMC for Berkeley County on August 14, 1986 in Plat Cabinet F at Page 367. The Plat is incorporated into the description by this reference and the tract has the size, shape, meters, bounds, locations and dimensions as shown on the plat.

BEING a portion of the property conveyed by Westvaco by deed to Vaughn Development Inc. dated 25th day of April 2002, recorded May 03, 2002 in the Berkeley County, South Carolina RMC Office (000067941) Book 02725, Page 00169,170.

ALSO BEING a portion of the property conveyed to Westvaco Development Corporation by deed of Westvaco Corporation dated 14th day of October 1980, recorded 22nd day of October 1980 in the Berkeley County, South Carolina RMC Office in Book A-413, Page 36.

TMS #: 243-00-00-019

Crowfield Corporate Center (Lot 6, Parcel B and Lot 8)

Lot 6

All that certain piece, parcel or tract of land, situated, lying and being in Crowfield Plantation, Berkeley County, South Carolina, shown and designated as "Lot 6, 994, 225 sq. ft., 22.824 acres" on the Plat prepared by Westvaco Development Corporation dated September 11, 1997, entitled "PLAT SHOWING Lot 4, 23. 787 ACRES AND LOT 6, 22.824 ACRES, CROWFIELD CORPORATE CENTER, PROPERTY OF WESTVACO DEVELOPMENT CORPORATION, LOCATED, IN THE CITY OF GOOSE CREEK, BERKELEY COUNTY, SOUTH CAROLINA" recorded in the Office of the RMC for Berkeley County on October 2, 1997 in Plat Cabinet N at Page 6-A. The Plat is incorporated into the description by this reference and the tract has the size, shape, meters, bounds, locations and dimensions as shown on the plat.

BEING a portion of the property conveyed by Westvaco Development Corporation by deed to Vaughn Development Inc. dated 25th day of April 2002, recorded May 03, 2002 in the Berkeley County, South Carolina RMC Office (000067941) Book 02725, Page 00171.

ALSO BEING a portion of the property conveyed to Westvaco Development Corporation by deed of Westvaco Corporation dated 19th day of September 1997, recorded 29nd day of September 1997 in the Berkeley County, South Carolina RMC Office in Book 1164, Page 196.

TMS #: 234-00-00-095

Parcel B

All that certain piece, parcel or tract of land, situated, lying and being in Crowfield Plantation, Berkeley County, South Carolina, shown and designated as "Parcel B" on the Plat prepared by Ashley Surveying, Inc. dated September 10, 2001, entitled "BOUNDARY SURVEY OF PARCEL "B" CROWFIELD CORPORATE CENTER, OWNED BY WESTVACO DEVELOPMENT CORPORATION, LOCATED, IN THE CITY OF GOOSE CREEK, BERKELEY COUNTY, SOUTH CAROLINA" recorded in the Office of the RMC for Berkeley County on September 18, 2001 in Plat Cabinet P at Page 82-A. The Plat is incorporated into the description by this reference and the tract has the size, shape, meters, bounds, locations and dimensions as shown on the plat.

BEING a portion of the property conveyed by Westvaco Development Corporation by deed to Vaughn Development Inc. dated 25th day of April 2002, recorded May 03, 2002 in the Berkeley County, South Carolina RMC Office (000067941) Book 02725, Page 00171, 172. ALSO BEING a portion of the property conveyed to Westvaco Development Corporation by deed of Westvaco Corporation dated 30th day of October 2000, recorded 29nd day of September 1997 in the Berkeley County, South Carolina RMC Office in Book 2083, Page 192.

TMS #: 234-00-00-103

Lot 8

All that certain piece, parcel or tract of land, situated, lying and being in Crowfield Plantation, Berkeley County, South Carolina, shown and designated as "Lot 8" on the Plat prepared by Ashley Surveying, Inc. dated September 05, 2001, entitled "PLAT SHOWING THE SUBDIVISION OF PARCEL E OWNED BY WESTVACO DEVELOPMENT CORPORATION, LOCATED IN THE CITY OF GOOSE CREEK, BERKELEY COUNTY, SOUTH CAROLINA" recorded in the Office of the RMC for Berkeley County on September 18, 2001 in Plat Cabinet P at Page 82-B. The Plat is incorporated into the description by this reference and the tract has the size, shape, meters, bounds, locations and dimensions as shown on the plat.

BEING a portion of the property conveyed by Westvaco Development Corporation by deed to Vaughn Development Inc. dated 25th day of April 2002, recorded May 03, 2002 in the Berkeley County, South Carolina RMC Office (000067941) Book 02725, Page 00172. ALSO BEING a portion of the property conveyed to Westvaco Development Corporation by deed of Westvaco Corporation dated 30th day of October 2000 recorded in the Berkeley County, South Carolina RMC Office in Book 2083, Page 192.

TMC#: 234-00-00-016

C19, C20

All that certain piece, parcel or tract of land, situated, lying and being partially in Berkeley County, South Carolina, and partially in Charleston County, SC shown and designated as "87.01 Ac." on the Plat prepared by Ashley Surveying, Inc. dated August 24, 2001, entitled "BOUNDARY SURVEY OF 87.01 ACRES OF PROPERTY OWNED BY WESTVACO DEVELOPMENT CORPORATION, LOCATED IN THE CITY OF GOOSE CREEK, 13.23 ACRES IN CHARLESTON COUNTY, AND 72.78 ACRES IN BERKELEY COUNTY, SOUTH CAROLINA" recorded in the Office of the RMC for Berkeley County on September 26, 2001 in Plat Cabinet P at Page 85-E and in the RMC Office of Charleston County in Plat Book EF at page 138. The Plat is incorporated into the description by this reference and the tract has the size, shape, meters, bounds, locations and dimensions as shown on the plat.

BEING a portion of the property conveyed by Westvaco Development Corporation by deed to Vaughn Development Inc. dated 25th day of April 2002, recorded May 03, 2002 in the Berkeley County, South Carolina RMC Office (000067941) Book 02725, Page 00167.

ALSO BEING a portion of the property conveyed to Westvaco Development Corporation by deed of Westvaco Corporation dated 26th day of October 1988 recorded November 18, 1988 in the Berkeley County, South Carolina RMC Office in Book A-784, Page 13 and being a portion of the property conveyed to grantor by deed of Westvaco Corporation dated October 26, 1988 and recorded May 25, 1989 in the Charleston County RMC Office in Book R184 at page 127.

TMS#243-09-02-001 (Berkeley County) TMS#487-00-00-026 (Charleston County) The property is conveyed subject to the following terms, restrictions, conditions, agreements, easements and provisions, by which Grantee, by the recording of this deed, acknowledges and agrees to abide:

- 1. DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS, CHARGES, AND LIENS FOR CROWFIELD PLANTATION COMMUNITY SERVICES ASSOCIATION, INC. recorded March 24th, 1981 in Book C-137 at page 1, as supplemented and amended from time to time.
- 2. Declaration of Covenants, Conditions, Easements and Restrictions applicable to Stratford Gardens recorded in the RMC Office for Berkeley County in Book C-249 at page 88, as amended and supplemented from time to time.
- 3. Restrictive and Protective Covenants for Crowfield Plantation Commercial Area, Phase I, as recorded in the RMC office for Berkeley County in Book C-142 at page 31, as amended and supplemented from time to time. (as to Lot B).
- 4. Declaration of Restrictive and Protective Covenants for Crowfield Corporate Center recorded in the RMC office for Berkeley County in Book 792 at page 53 and By-Laws f Crowfield Corporate Center Association, Inc. recorded in the RMC office for Berkeley County in Book 792 at page 77, as the same may have been amended and supplemented from time to time. (as to Crowfield Corporate Center)
- **5.** Declaration of restrictive Covenants for Wetlands Preservation recorded in the RMC office for Berkeley County in Book 794 at Page 238 and in Book 1908 at Page 293. (as to Crowfield Corporate Center)
- **6.** Agreement between South Carolina Public Service Authority, Westvaco Corporation and Westvaco Development Corporation dated December 28th 1995 and recorded in the RMC Office for Berkeley County in Book 787 at page 142 (as to Crowfield Corporate Center)
- 7. Jurisdiction of governmental authorities with respect to wetlands and wetland buffers (as to Crowfield Corporate Center)
- **8.** Department of the Army Permit #99-1X-267, the obligation of which Grantee shall assume.
- 9. Bald Eagle Management Plan and Habitat Management Guidelines for the Bald Eagle in the Southeast Region. (as to Lot 8, Crowfield Corporate Center).
- 10. Jurisdiction of governmental authorities and state agencies over archeological sites, as described in the Preliminary findings of R.S. Webb& Associates dated June 21, 2000 and

Phase II Archeological Testing Draft Report dated April 11, 2001. (as to Lot 8 and Crowfield Corporate Center)

- 11. All recorded utility easements and right-of-way previously granted affecting the Property and any easements and rights-of-way shown on the recorded plats identified above, including but not limited to 20' drainage easement (as to 2B); 20' Drainage Easement, 6' Southern Bell Easement and 10' B.E.C. Power Easement (as to tract 5, Section 1); 175' S.C.P.S.A. Power Right of Way, Parking and building setbacks, 10' B.E.C. Power Easement, Wetland and wetland Buffer Areas, 25' General Utility Easement, 20' BCWSA General Utility Easement, 40' Drainage Easement, 20' BCWSA General Utility Easement and Landscape Notes (as to Lot 6, Crowfield Corporate Center); Landscape Notes, Parking and Building Set Backs, 15' B.E.C. Power Easement 20' Landscaping Easement and Existing 20' BEC Power Easement (as to Parcel B, Crowfield Corporate Center); 30' Drainage Easement, Landscaping Easement Notes, 20' BEC Power Easement, 25' General Utility Easement, 20' BCWSA General Utility Easement (as to Lot 8, Crowfield Corporate Center).
- **12.** Applicable government laws and regulations of the City of Goose Creek and other governmental authorities, including but not limited to, zoning and subdivision regulations.

The easements and restrictions set forth in Paragraphs 1-12 above shall be covenants running with the land binding all persons having or claiming any right, title, or interest therein. Such easements and restrictions may be amended only with the explicit, written approval of the Grantor, its successors or assigns.

Grantee its successors and assigns, hereby assumes the obligations and responsibilities under the Department of the Army Mitigation Permit No. 99-1X-267 as said permit relates to said property conveyed herein.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining to the Property.

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

AND VAUGHN DEVELOPMENT, INC do hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantees, its successors and assigns, against itself, successors and all persons whomsoever as may be lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF, VAUGHN DEVELOPMENT, INC has caused this quitclaim deed to be executed by its duly authorized officers, and its corporate seal to be affixed this 7th day of June in the year two thousand nineteen and in the two hundred and forty third year of the Sovereignty and Independence of the United States of America.

| SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF: | VAUGHN DEVELOPMENT, INC |
|--|---|
| Lato | BY: |
| Witness #1 signature | JAMES D. LEWIS |
| Witness #2 signature | ITS: <u>James Lewis</u> VICE-PRESIDENT |
| STATE OF SOUTH CAROLINA | ACKNOWLEDGMENT |
| COUNTY OF DEDUCT BY | |

COUNTY OF BERKELEY

The foregoing instrument was Sworn, signed and acknowledged before me this 745 day of June , 2019, VAUGHN DEVELOPMENT, INC. by its duly authorized officer.

Witness my Hand and Official Seal this 7th day of June, 2019.

My Commission Expires: 4/2/2023

Recording requested by (name):

Terence M. Hoffman, LLC And when recorded, mail this deed and tax statements to:

TERENCE M. HOFFMAN

P.O. BOX 62252

NORTH CHARLESTON SC 29419

AFFIDAVIT

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

PERSONALLY, appeared before 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 at Crowfield Plantation bearing Berkeley County

TMS #: 243-00-00-063; TMS #: 243-00-00-019; TMS #: 234-00-00-095; TMS #: 234-00-00-103; TMS#: 234-00-00-016 is being transferred by VAUGHN DEVELOPMENT, INC. TO SC

| AGRICULTURE AND TIMBER, INC. ON 7th DAY OF June, 2019. |
|---|
| 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 corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is transferred to a trust or a |
| distribution to a trust beneficiary. |
| (c) X Exempt from the deed recording fee because: Exemption # 12 Quitclaim |
| (If exempt, skip items 4-6 and proceed to item 7.) |
| 4. Check one of the following which applies to this conveyance: |
| (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 |
| (c)The fee is computed on the value established for tax purposes as |
| 5. Check yes or No. A lien or encumbrance is being assumed as part of the conveyance. |
| If "Yes" the outstanding balance of the encumbrance is |
| If a recorded mortgage is assumed (recorded at Book Page) |
| 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: |
| (Zero, if no amount is listed) |
| (c) Subtract line 6(b) from 6(a) |
| 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee is0 |
| |

- 8. As required by Code Section 12-24-70, I state that I am a responsible party connected with this conveyance as: Vice-President James D. Lewis.

| 9. I understand furnishing false or fraudulent affidavit is a misdemeanor and upon conviction, is punishable by a fine not more than one thousand dollars or imprisonment not more than one |
|---|
| year, or both. |
| Responsible person connected with transaction |
| SWORN to before me this 1th day of 50ne, 2019 |
| Seal) |
| Ulanice Young (Print) |
| Notary for the State of South Carolina Commission expires November 05, 2023 4/2/2623 |