

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 ***

*** ELECTRONICALLY RECORDED DOCUMENT ***

Instrument #:	2020028886	
Receipt Number:	174767	Return To:
Recorded As:	EREC-DEED	
Recorded On:	August 04, 2020	
Recorded At:	10:40:14 AM	Received From: SIMPLIFILE
Recorded By:	HELEN SEXTON	Parties:
Book/Page:	RB 3449: 583 - 590	Direct- DAN RYAN BUILDERS SOUTH CAROLINA LLC
Total Pages:	8	Indirect- NICK, LATOYA NICOLE

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$15.00
Consideration:	\$249,990.00
County Tax:	\$275.00
State Tax:	\$650.00
Tax Charge:	\$925.00



RECEIVED

AUG 04, 2020

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

Cynthia B. Forte
Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA

)

TITLE TO REAL ESTATE

)

COUNTY OF BERKELEY

)

KNOW ALL MEN BY THESE PRESENTS, that, **DAN RYAN BUILDERS SOUTH CAROLINA, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **TWO HUNDRED FORTY-NINE THOUSAND NINE HUNDRED NINETY AND NO/100 (\$249,990.00) DOLLARS**, and subject to the restrictions, exceptions and limitations, if any, as hereinafter set forth, to the Grantor paid by **LATOYA NICOLE NICK**, (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and, by these presents, does grant, bargain, sell and release unto the said **LATOYA NICOLE NICK**, her Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, known and designated as **Lot 41** as shown on a plat prepared by Hussey Gay Bell, entitled: "FINAL SUBDIVISION PLAT OF KELSEY GARDENS - PHASE 2, PREPARED FOR GHD-KELSEY, LLC, LOCATED IN THE TOWN OF MONCK'S CORNER, BERKELEY COUNTY, SOUTH CAROLINA", dated May 2, 2018 and recorded July 19, 2018 in the RMC Office for Berkeley County in Plat Book Q, at Page 358H. Said property having such size, shape, buttings, metes and bounds as will reference to said plat more fully appear.

THIS BEING a portion of the same property conveyed to Dan Ryan Builders South Carolina, LLC by deed of GHD-Kelsey, LLC dated April 2, 2020 and recorded April 6, 2020 in the RMC Office for Berkeley County in Deed Book 3322 at Page 369.

**Grantee's Address: 257 Catawba Branch Way
Moncks Corner, SC 29461**

TMS No.: 181-05-01-060

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 Grantee, by **LATOYA NICOLE NICK**, and her Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue 7.20
2nd Floor
North Charleston, SC 29406
20-07176 HHH

WITNESS my hand and seal this 24 day of July in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fourth (244th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Kim Meyer
Witness No. 1
Tachan R...
Witness No. 2

Dan Ryan Builders South Carolina, LLC

BY: *[Signature]*
Micahel J. Boyle, Vice President

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 24 day of July, 2020 by Micahel J. Boyle as Vice President of Dan Ryan Builders South Carolina, LLC.

Sarah Niswender
Notary Public
My Commission Expires: June 5, 2028
(SEAL)

SARAH NISWENDER
Notary Public-State of South Carolina
My Commission Expires
June 05, 2028

EXHIBIT A

CONFIRMATORY ADDENDUM AND REAFFIRMATION DECLARATION

THIS CONFIRMATORY ADDENDUM AND REAFFIRMATION DECLARATION (the "Addendum") is made as of the 28th day of July, 2020 by Latoya Nicole Nick ("Buyer"), the buyer of certain real property (the "Property") located in Berkeley County, State of South Carolina, together with the home built thereon, and more particularly described in the Agreement of Sale (the "Agreement") made on the 13th day of May, 2020 by and between Dan Ryan Builders South Carolina, LLC ("Seller") and Buyer.

WHEREAS, the Agreement contains a paragraph entitled Section 18. Environmental Disclosure ("Section 18"), which relates specifically to Seller's disclaimer of all representations and/or warranties as to the presence of radon gas, mold or other environmental pollutants (collectively, "Biological Impurities") in or affecting the Property. Attached hereto and made a part hereof as Exhibit B is a true and complete copy of Section 18 extracted from the Agreement;

WHEREAS, Seller has informed Buyer of the existence of Section 18 and the contents therein;

WHEREAS, Seller has suggested that Buyer contact the United States Environmental Protection Agency and/or the applicable state or local environmental protection and health departments for more information regarding additional information concerning Biological Impurities in or affecting the Property;

WHEREAS, Seller has not made, created or invited any express or implied warranty or any other expectancy with respect to the presence of Biological Impurities in or affecting the Property; and

WHEREAS, Buyer desires to execute this Addendum to confirm and reaffirm that any and all the provisions in Section 18 accurately state and remain the mutual intent of Buyer and Seller.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Buyer hereby affirms, reaffirms, acknowledges, declares, and certifies the following:

1. Buyer fully and completely read, reviewed and fully understands Section 18.
2. Buyer fully and completely understands and affirms that it is Buyer's sole responsibility to contact the United States Environmental Protection Agency and/or the applicable state or local environmental protection and health departments for more information regarding additional information concerning radon gas, mold or other environmental pollutants in or affecting the Property.
3. Buyer fully and completely understands and affirms that Seller has not made, created or invited (nor does it intend to make, create or invite) any representation and/or warranty or any other expectancy, either express or implied, with respect to any Biological Impurities. Buyer agrees for themselves, and for their family, invitees, tenants, agents, heirs, successors, executors, subrogees, attorneys, assigns and any other persons who may have occasion to visit or reside in the Property (collectively, the "Buyer Group") that Seller, its subsidiaries, affiliates, parents, successors, directors, officers, managers, subcontractors, and suppliers (collectively, the "Seller Group"), shall not be liable for any damages (whether direct or consequential) or for any injury (including, but not limited to, any personal injury) to Buyer or to any member of the Buyer Group, regardless of legal theory (including, but not limited to, Seller's negligence) arising out of or relating to any real or alleged Biological Impurities located in or affecting the Property. Accordingly, Buyer (for itself and the Buyer Group) releases Seller and the Seller Group, and any and all other persons and entities of and from any and all present and future claims, damages and causes of action, regardless of legal theory, that arise out of or in any way relate to the real or alleged presence of Biological Impurities in or affecting the Property (collectively, "Biological Impurities

Claims"). To the maximum extent permitted by law, Buyer (for itself and for the Buyer Group) hereby waives (and is estopped to assert) all claims to the contrary. Buyer further acknowledges that nothing to the contrary has been promised by Seller or otherwise made any part of the basis of the bargain between the parties. Buyer hereby expressly covenants and agrees to release, indemnify, hold harmless, and defend Seller and the Seller Group, for any and all damages and/or costs (including, without limitation, attorneys' fees and court costs) incurred by Seller and/or the Seller Group as a result of any Biological Impurities Claims made, or attempted to be made, by Buyer or any member of the Buyer Group.

4. Buyer fully and completely understands and affirms that to the maximum extent permitted by law, Buyer, for itself, and for any and all members of the Buyer Group, waives and may not assert any and all Biological Impurities Claims.

5. Buyer fully and completely understands and affirms that nothing contrary to the language contained in Section 18 has been promised by Seller or otherwise made any part of the basis of the Agreement.

6. Buyer fully and completely understands and affirms that Buyer expressly covenants and agrees to pay to and indemnify Seller and any member of the Seller Group, for any and all damages and/or costs (including, without limitation, attorneys' fees and court costs) incurred by Seller or any other member of the Seller Group, as a result of any Biological Impurities Claims made, or attempted to be made, by the Buyer or by any member of the Buyer Group.

7. Buyer fully and completely understands and affirms that this Addendum contains a covenant running with the land and binding upon the Property (the "Covenant").

8. Buyer fully and completely understands and affirms that Buyer takes title to the Property subject to the Covenant, which shall be binding upon Buyer and the Buyer Group.

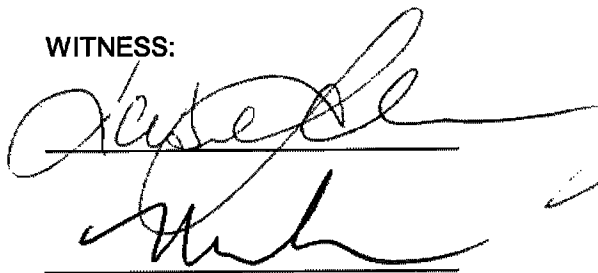
9. Buyer fully and completely understands and affirms that this Addendum is to further memorialize that Section 18 accurately states and shall remain the mutual intent of the Buyer and Seller.

10. Buyer hereby confirms and reaffirms that it fully and completely understands and agrees to be bound to all the covenants and provisions contained in Section 18 and this Addendum.

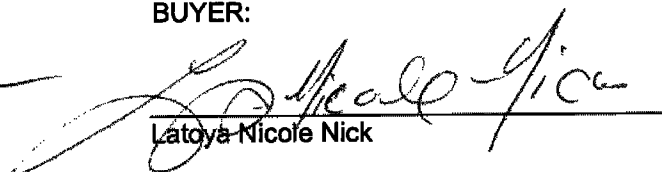
BUYER HEREBY ACKNOWLEDGES AND CERTIFIES ITS FULL AND COMPLETE UNDERSTANDING OF SECTION 18, AND DECLARES THAT IT HAS READ THIS ADDENDUM, AND HAS SIGNED IT VOLUNTARILY AND HAS HAD THE OPPORTUNITY TO CONSULT ANY ADVISOR.

IN WITNESS WHEREOF, the Buyer has duly executed this Confirmatory Addendum and Reaffirmation Declaration under seal as of the date first above written.

WITNESS:



BUYER:



 Latoya Nicole Nick

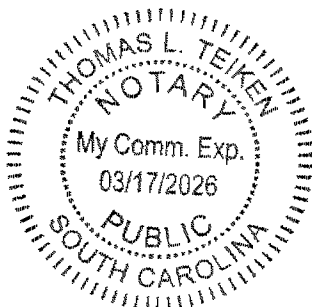
SWORN to before me this the 28th day of July, 2020.



 Notary Public

My Commission Expires: 3/17/2026
 (SEAL)

THIS IS TO CERTIFY that the within instrument was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice law by the Supreme Court of SC.





 Attorney

EXHIBIT B

(Section 18)

18. **ENVIRONMENTAL DISCLOSURE.** The United States Environmental Protection Agency and state and local environmental protection and health departments have expressed concern over the presence of radon gas in homes. Prolonged exposure to high levels of indoor radon gas may affect the health of residents. We have not and will not make any investigation to determine whether there is radon gas, mold or other environmental pollutants in or affecting the Property, although such conditions may exist. We make no representation or warranty as to the presence or lack of radon gas, mold, electromagnetic fields from power lines and appliances, environmental pollutants or other environmental conditions as or to the general effect of any such conditions. You further agree that this Agreement is not contingent on radon testing results or the presence or lack of radon gas in the house. For additional information concerning radon gas, mold or other environmental pollutants, We suggest that You contact the United States Environmental Protection Agency and/or Your state or local environmental protection and health departments.

We shall have the right, at Our sole discretion, to include language in Your deed that transfers legal title to the Property from Us to You, which expressly disclaims any representations and/or warranties as to the presence or radon gas, mold or other environmental pollutants in or affecting the Property. Any such language shall be binding on You and any future purchaser of the Property.

STATE OF SOUTH CAROLINA

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Date of Transfer of Title

) AFFIDAVIT

July 28, 2020

COUNTY OF BERKELEY

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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 being transferred by Dan Ryan Builders South Carolina, LLC TO Latoya Nicole Nick on July 24, 2020 is located at 257 Catawba Branch Way, Moncks Corner, SC 29461, bearing County Tax Map Number 181-05-01-060.
 3. Check one of the following: The deed is:
 - a. X 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. EXEMPT from the deed recording fee because . (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.
- If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No . This realty was purchased with the funds of the principal.
4. Check one of the 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 \$249,990.00.
 - 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. 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. (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 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 \$.
 6. The DEED Recording Fee is computed as follows:
 - a. Place the amount listed in item 4 above here: \$249,990.00
 - b. Place the amount listed in item 5 above here: \$0.00
(if no amount listed, place zero here.)
 - c. Subtract line 6(b) from line 6(a) and place result here: \$249,990.00
 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$925.00.
 8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
 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.

SWORN to before me this the 28th day of July, 2020.

Notary Public

My Commission Expires: 3/17/2026
(SEAL)

Latoya Nicole Nick
Print or Type Name Here

