

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 #:	2020050376		
Receipt Number:	192216	Return To:	NEXSEN PRUET LLC
Recorded As:	DEED		PO BOX 486
Recorded On:	December 15, 2020		CHARLESTON, SC, 29402
Recorded At:	04:15:05 PM	Received From:	NEXSEN PRUET LLC
Recorded By:	ROBIN MCMAKIN	Parties:	
Book/Page:	RB 3618: 488 - 496		Direct- DANIEL ISLAND COMPANY INC
Total Pages:	9		Indirect- HP RIVER LANDING LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$15.00
Consideration:	\$2,500,000.00
County Tax:	\$2,750.00
State Tax:	\$6,500.00
Tax Charge:	\$9,250.00



RECEIVED

DEC 15, 2020

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

Cynthia B. Forte
Cynthia B Forte - Register of Deeds

Doc: 2020050376
Total Pages: 9

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

KNOW ALL MEN BY THESE PRESENTS, that **THE DANIEL ISLAND COMPANY, INC., a South Carolina corporation** (the "Grantor") in the State aforesaid, for and in consideration of Two Million Five Hundred Thousand Dollars and no/100 (\$2,500,000.00), and other valuable consideration, to it in hand paid by **HP RIVER LANDING, LLC, a Georgia limited liability company** (the "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these Presents does grant, bargain, sell and release, subject to the Permitted Exceptions as hereinafter defined, unto the Grantee, its successors and assigns the following described property, to-wit (the "Property"):

All that certain piece, parcel and tract of land, situate, lying and being known as Parcel Q-5 containing 8.65 acres located along River Landing Drive and Fairchild Street, Daniel Island, City of Charleston, Berkeley County, South Carolina, as more fully described on the attached **Exhibit A** (the "Property").

TMS No. 275-00-00-269

Grantee's Address: c/o Holder Properties, Inc.
 3300 Cumberland Blvd.
 Suite 200
 Atlanta, GA 30339

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, restrictions, conditions, restrictions, use limitations, and other matters described on **Exhibits B and C** attached hereto (collectively 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, all and singular, the said Property before mentioned, subject to the Permitted Exceptions, unto the said Grantee, its successors and assigns forever.

AND Grantor hereby covenants with the Grantee that Grantor will warrant and defend the title to said Property, subject to the Permitted Exceptions, against the lawful claims of all persons claiming by, under or through Grantor and no others.

IN WITNESS WHEREOF, The Daniel Island Company, Inc. has caused these presents to be executed by its duly authorized officer, as of the 14 day of December, 2020.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Cynthia Spieth Morton
Signature of 1st witness

THE DANIEL ISLAND COMPANY, INC. ...

By: *Frank W. Brumley*
Frank W. Brumley
Its: President

[Signature]
Signature of 2nd witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

ACKNOWLEDGMENT

This instrument was acknowledged before me by The Daniel Island Company, Inc., by Frank W. Brumley, its President, this 14 day of December, 2020.

SWORN to before me this
day of December 14, 2020.

Cynthia Spieth Morton
Notary Public for South Carolina
Print Name of Notary: Cynthia Spieth Morton
My Commission Expires: 10/25/2028



EXHIBIT A

ALL that certain tract, parcel and piece of land situate, lying and being on Daniel Island, City of Charleston, Berkeley County, South Carolina containing 8.65 acres, more or less, and being shown and designated as "PARCEL Q-5 TMS #275-00-00-269 DANIEL ISLAND COMPANY, INC. PLAT CAB. M, PAGE 326 8.62 ACRES (INITIAL AREA) 0.03 ACRES (FROM OPEN SPACE Q-5/1) 8.65 ACRES (NEW TOTAL)" on that certain plat entitled "PLAT OF THE SUBDIVISION OF OPEN SPACE Q-5/1 (6.16 AC.) OWNED BY DANIEL ISLAND TOWN ASSOCIATION, INC. TO CREATE PARCEL Q-5-6 (4.41 AC.) & OPEN SPACE Q-5/1 (1.74 AC.) AND A PROPERTY LINE ADJUSTMENT BETWEEN PARCEL Q-5 (8.62 AC.) OWNED BY DANIEL ISLAND COMPANY, INC. & OPEN SPACE Q-5/1 (1.74 AC.) TO CREATE PARCEL Q-5 (8.65 AC.) & OPEN SPACE Q-5/1 (1.71 AC.) CITY OF CHARLESTON, BERKELEY COUNTY, SOUTH CAROLINA PREPARED FOR DANIEL ISLAND COMPANY, INC.", prepared by Phillip P. Gerard, RLS No. 26596 of Thomas & Hutton Engineering Co. dated March 2, 2020 and recorded on July 6, 2020 in the Register of Deeds Office for Berkeley County, South Carolina as Instrument No. 2020024479. Said property having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING a portion of the property conveyed to The Daniel Island Company, Inc. by deed of Daniel Island Development Company, Inc. dated June 24, 1997 and recorded in the Register of Deeds Office for Berkeley County in Book 1093, Page 276 on June 25, 1997; and also including the property conveyed to The Daniel Island Company, Inc. by deed of Daniel Island Town Association, Inc. dated July 10, 2020, and recorded in Book 3423, Page 492 on July 10, 2020.

TMS No. 275-00-00-269

EXHIBIT B
PERMITTED EXCEPTIONS

The Daniel Island Company, Inc. to HP River Landing, LLC

1. Taxes for the year 2021 and subsequent years, a lien but not yet due and payable.
2. Rollback taxes as provided under Title 12 of the Code of Laws of South Carolina 1976, as amended, including Section 12-43-220, and others.
3. Development Agreement among The Harry Frank Guggenheim Foundation, Daniel Island Development Company, Inc. and the City of Charleston dated as of June 1, 1995, recorded on June 23, 1995 in Book 681, Page 300 in the Berkeley County Register of Deeds Office, as amended by First Amendment to Development Agreement dated June 9, 1997 and recorded in Book 1092, Page 275, Second Amendment dated November 24, 1998 and recorded in Book 1695, Page 74 on July 20, 1999, Third Amendment dated March 8, 2000, recorded in Book 1931, Page 187, on May 18, 2000, and as amended by Fourth Amendment to Development Agreement dated September 27, 2016 and recorded in the ROD Office for Berkeley County on October 25, 2016 in Book 2307 at Page 275, re-recorded on January 24, 2017 in Book 2376, Page 336, and as further amended or supplemented from time to time.
4. Right of Way Easement between Daniel Island Development Company, Inc. and the South Carolina Electric and Gas Company recorded in Book 683, Page 23 in the ROD Office for Berkeley County, South Carolina on June 26, 1995.
5. Amended and Restated Daniel Island Declaration of Master Restrictions for Docks and Breakwalls dated November 9, 1998 and recorded in said ROD Office in Book 1478, Page 312 on November 9, 1998 (including, but not limited to easements as contained in Paragraph 4.9 of the Amended and Restated Daniel Island Declaration of Master Restrictions for Docks and Breakwalls recorded in said ROD Office in Book 1478, Page 312.
6. Terms of Department of Army Permit #93-2T-154-P.
7. Any and all zoning ordinances affecting the Property, including zoning and other restrictions on the use of the Property found in the Daniel Island Master Plan Text for Daniel Island adopted by the City of Charleston on March 23, 1993, as the same may be amended from time to time.
8. Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Daniel Island Town Zone dated April 1, 2018 and recorded in Book 2711, at Page 238 in aforesaid ROD office, as amended and supplemented from time to time, including, but not limited to, the Supplement with respect to the Property conveyed hereby recorded simultaneously herewith.
9. Declaration of Covenants, Conditions, and Restrictions for Daniel Island Town Center Shared Parking Facilities dated August 20, 1999 and recorded August 20, 1999 in Book 1723, Page 278, Register of Deeds for Berkeley County, as amended and supplemented from time to time,

including, but not limited to, the Supplement with respect to the Property conveyed hereby recorded simultaneously herewith.

10. Fifth Amended and Restated Declaration of Easements and Covenant to Share Costs for Daniel Island dated January 1, 2019 and recorded May 2, 2019 in said ROD Office in Book 3011 at Page 671.
11. Utility Easement from The Daniel Island Company, Inc. to South Carolina Electric & Gas Company dated September 14, 2004 and recorded in the ROD Office for Berkeley County, South Carolina in Book 4276, Page 134 on October 5, 2004. (Parcel Q/5).
12. Right-of-Way Easement Water & Sewer from The Daniel Island Company, Inc. to the Commissioners of Public Works of the City of Charleston, South Carolina dated February 17, 2015 and recorded July 2, 2015 in the ROD Office for Berkeley County, South Carolina in Book 11475 at Page 58.
13. Exclusive Storm Water Drainage Easement City of Charleston by and between the City of Charleston and The Daniel Island Company, Inc. dated May 13, 2016 and recorded May 17, 2016 in the ROD Office for Berkeley County, South Carolina in Book 2178 at Page 111.
14. Matters shown on that certain unrecorded survey entitled "AN ALTA/NSPS LAND TITLE SURVEY OF TMS #275-00-00-269 OWNED BY DANIEL ISLAND COMPANY, INC. LOCATED IN THE CITY OF CHARLESTON BERKELEY COUNTY, SOUTH CAROLINA", prepared by Phillip P. Bryan, Jr., S.C.P.L.S. No. 28597, with Southeastern Land Surveying LLC, dated December 3, 2020, consisting of one (1) sheet, and identified thereon as Job 20212.

EXHIBIT C

DEVELOPMENT RESTRICTIONS AND REQUIREMENTS

The Daniel Island Company, Inc. to HP River Landing, LLC

Use Restrictions. The uses of the Property are limited to the Permitted Uses (as defined below). The Permitted Uses are any uses permitted by the Master Plan for the Daniel Island Town Center Zone, however specifically, excluding the use of the Property as a self-storage facility or as a big box retail establishment with more than 100,000 square feet of retail space. Any other uses of the Property other than the Permitted Uses must be approved in writing by Grantor, its successors or designated assigns, which may be denied in Grantor's sole discretion. Grantor shall not amend the Master Plan so as to prohibit any Permitted Uses as to the Property.

Subdivision of Property. In the event that the Property is subdivided by Grantee or any subsequent owner of the Property during the initial twenty (20) years after the date of this Deed, then Grantor shall have the right to require that Grantee grant such non-exclusive access, parking, utility, and other easements between the parcels within the Property that Grantor reasonably believes are necessary for the development and use of the Property and any other property on Daniel Island and are consistent with the approved development of the Property.

Development Cooperation. Grantor and Grantee will cooperate with each other in the granting of any utility or access easements (e.g. with respect to the installation, construction and location of utility lines, access easements, storm water management facilities, and also the construction and dedication of the portion of Fairchild Street bordering on the Property and the grant of any necessary drainage or other easements in furtherance of the public dedication of the applicable portion of Fairchild Street) as may be necessary for the development of the Property and also any other properties located within the Daniel Island development in the reasonable opinion of Grantor and Grantee and in a manner designed to maximize development of the Property and the development of the adjoining properties while also minimizing any adverse impact or encumbrances on the Property. The parties will cooperate in a commercially reasonable manner with each other to ensure that the Daniel Island development and the Property are developed in a manner such that the Property and the adjoining properties within the Daniel Island development have access to utility lines and storm water management facilities, and also interconnectivity to provide vehicular access from a public road. The rights and obligations of Grantee and Grantor stated herein are binding upon and shall inure to the benefit of Grantee's successors-in-title and Grantor's successor and assigns, respectively.

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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 (located along River Landing Drive and Fairchild Street, described as Parcel Q-5, consisting of 8.65 acres, Daniel Island, Berkeley County, TMS No. 275-00-00-269), is being transferred by The Daniel Island Company, Inc. to HP River Landing, LLC on December, 2020.
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 (See Information section):

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, 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 _____

4. Check one of the following if either item 3(a) or item 3(b) 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 \$2,500,000.00.
- (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. 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: _____.
6. The Deed recording fee is computed as follows:
- (a) \$2,500,000.00 the amount listed in item 4 above.
- (b) 0 the amount listed in Item 5 above (*If no amount is listed, place zero here*)
- (c) \$2,500,000.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$9,250.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with this 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.

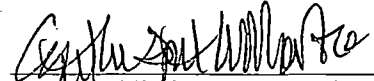
SWORN to this 14 day of December, 2020

Grantor:

The Daniel Island Company, Inc.

x

Frank W. Brumley, its President


Notary Public for South Carolina
Print Name of Notary: Cynthia Spieth Morton
My Commission Expires: 10/25/2028

