

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 #:	2021009257	
Receipt Number:	201871	Return To:
Recorded As:	EREC-DEED	
Recorded On:	March 01, 2021	
Recorded At:	09:44:08 AM	Received From: SIMPLIFILE
Recorded By:	ROBIN MCMAKIN	Parties:
Book/Page:	RB 3708: 775 - 782	Direct- CHARLESTON OMNI LLC
Total Pages:	8	Indirect- ITC 537 OMNI INDUSTRIAL LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$15.00
Consideration:	\$49,150,000.00
County Tax:	\$54,065.00
State Tax:	\$127,790.00
Tax Charge:	\$181,855.00



RECEIVED

MAR 01, 2021

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

Cynthia B. Forte
Cynthia B Forte - Register of Deeds

LIMITED WARRANTY DEED

1

incorporated herein by reference (the "Exceptions") to the extent affecting the premises without reimposing same by this instrument, all and singular, the said premises before mentioned unto the said Grantee, its successors and assigns forever.

AND, subject to the Exceptions, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against it and its successors and assigns lawfully claiming, or to claim the same or any part thereof, by, under or through it, but not otherwise.

WITNESS our hands and seals this 25th day of February 2021.

[SIGNATURE PAGE TO FOLLOW]

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CHARLESTON OMNI, LLC, an Illinois limited
liability company

[Signature]
Witness #1

[Signature]
Witness #2

By: [Signature]
Name: Lawrence J. Krueger
Its: Authorized Signatory

STATE OF Illinois)
COUNTY OF Cook)

ACKNOWLEDGMENT

THE foregoing instrument was acknowledged before me by Lawrence J. Krueger, as
Authorized Signatory of CHARLESTON OMNI, LLC, an Illinois limited liability company, this
11th day of February, 2021.

[Signature] (L.S.)

Notary Public for _____

My Commission Expires: 3.21.21

Notary Printed Name: Randal J. Selig

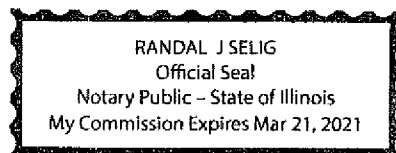


EXHIBIT A

EXCEPTIONS

1. Taxes and assessments for the year 2021 and subsequent years, not yet due and payable.
2. Existing unrecorded lease in favor of lessee 3 G Distribution Services LLC, and all rights thereunder of such lessee and of any person or party claiming by, through or under such lessee.
3. Terms and conditions contained in Berkeley County Stormwater Management Program Covenants for Permanent Maintenance of Stormwater Systems between TC-Met Omni Phase I, LLC and Berkeley County, South Carolina dated November 3, 2009, recorded on December 30, 2009, in Book 8269 at page 193.
4. Terms and conditions contained in Assignment of Sewer and Water Contracts from TC-Met Omni, Phase I, LLC and MWV-Omni, LLC to Berkeley County Water and Sanitation dated December 16, 2011, recorded on January 9, 2012, in Book 9265 at page 114.
5. Terms, conditions, and easements contained in Natural Gas Easement given by MWV-Omni, LLC to South Carolina Electric & Gas Company dated January 7, 2013, recorded on January 31, 2013, in Book 9929 at page 244, and shown on that Plat of an ALTA/NSPS Land Title Survey by Thomas & Hutton Engineering Co. dated December 18, 2020, last revised February 12, 2021, and being Job No. 23576.0014 (the "Survey").
6. Terms and conditions contained in Berkeley County Stormwater Management Program Covenants for Permanent Maintenance of Stormwater Systems between MWV-Omni, LLC and Berkeley County, South Carolina dated October 21, 2013, recorded on October 21, 2013, in Book 10436 at page 334.
7. Terms, conditions, and easements contained in Communications System Right-of-Way Easement given by MWV-Omni, LLC to Home Telephone Company, Inc. dated February 25, 2014, recorded on February 26, 2014, in Book 10623 at page 250, and shown on Survey.
8. Terms, conditions, and easements contained in Power Line Easement given by MWV-Omni, LLC to Berkeley Electric Cooperative, Inc. dated February 26, 2014, recorded on March 10, 2014, in Book 10643 at page 272, and shown on Survey.
9. Terms and conditions contained in Berkeley County Stormwater Management Program Covenants for Permanent Maintenance of Stormwater Systems between MWV-Omni, LLC and Berkeley County, South Carolina dated July 28, 2014, recorded on July 28, 2014, in Book 10877 at page 193.
10. Terms and conditions contained in Bill of Sale given by MWV-Omni, LLC to Berkeley County Water and Sanitation dated July 31, 2014, recorded on August 8, 2014, in Book 10899 at page 107.

11. Terms and conditions contained in Title to Water System given by from MWV-Omni, LLC to Berkeley County Water and Sanitation dated July 31, 2014, recorded on August 8, 2014, in Book 10899 at page 111.
12. Terms and conditions contained in Title to Sewer System given by MWV-Omni, LLC to Berkeley County Water and Sanitation dated July 31, 2014, recorded on August 8, 2014, in Book 10899 at page 115.
13. Terms, conditions, and easements contained in Grant of Perpetual Easement given by MWV-Omni, LLC to Berkeley County Water and Sanitation dated July 31, 2014, recorded on August 8, 2014, in Book 10899 at page 119, and shown on Survey.
14. Terms, conditions, covenants, easements, restrictions, and assessments contained in Declaration of Protective Covenants, Conditions and Restrictions for Omni Industrial Campus imposed by MWV-OMNI, LLC dated September 29, 2014, recorded on October 9, 2014, in Book 11010 at page 267, as amended by First Amendment dated August 30, 2016, recorded on August 31, 2016, in Book 2262 at page 507, as further amended by Second Amendment dated May 19, 2017, recorded on May 22, 2017, in Book 2469 at page 545.
15. Terms, conditions, covenants, restrictions, and assessments contained in Development Agreement between Berkeley County, South Carolina and Eastway Properties, LLC dated June 9, 2008, recorded on June 10, 2008, in Book 7396 at page 1, as amended by Partial Assignment from Eastway Properties, LLC to TC-Met Omni Phase I, LLC dated August 8, 2008, recorded on August 8, 2008, in Book 7502 at page 206, as further amended by First Amendment dated November 10, 2008, recorded on November 19, 2008, in Book 7652 at page 121, as further amended by Second Amendment dated February 9, 2009, recorded on February 17, 2009, in Book 7764 at page 38, re-recorded on February 24, 2009, in Book 7779 at page 1, as further amended by Assignment from Eastway Properties, LLC to MWV-Omni, LLC dated December 20, 2011, recorded on December 21, 2011, in Book 9242 at page 106, as further amended by Assignment from TC-Met Omni Phase I, LLC to MWV-OMNI, LLC dated December 20, 2011, recorded on December 22, 2011, in Book 9245 at page 320, as further amended by Assignment of Indemnification Agreement from TC-Met Omni Phase I, LLC to MWV-Omni, LLC dated December 20, 2011, recorded on December 22, 2011, in Book 9245 at page 328, as further amended by Third Amendment dated January 28, 2016, recorded on February 3, 2016, in Book 2104 at page 390, as further amended by Partial Assignment and Assumption of Rights and Obligations from MWV-Omni, LLC to Charleston Omni, LLC dated August 30, 2016, recorded on August 31, 2016, in Book 2262 at page 525, as further amended by Partial Assignment and Assumption of Rights and Obligations from MOV-Omni, LLC to GPT Summerville Owner, LLC dated September 29, 2016, recorded on September 30, 2016, in Book 2288 at page 779, as further amended by Partial Assignment and Assumption of Rights and Obligations from MWV-Omni, LLC to RS Omni Industrial I, LLC dated May 19, 2017, recorded on May 22, 2017, in Book 2469 at page 556, as further amended by Partial Assignment and Assumption of Rights and Obligations from MWV-Omni, LLC to RS Omni Industrial Lot 4, LLC dated August 30, 2018, recorded on September 4, 2018, in Book 2837 at page 373.

16. Terms and conditions contained in Fee in Lieu of Tax and Incentive Agreement between Berkeley County, South Carolina and MWV-Omni, LLC dated December 10, 2012, as affected by Agreement as to Partial Assignment and Assumption of Fee in Lieu of Tax and Incentive Agreement between MWV-Omni, LLC, Charleston Omni, LLC, and Berkeley County, South Carolina dated August 30, 2016, recorded on October 19, 2016, in Book 2302 at page 113, and as further affected by Agreement as to Partial Assignment and Assumption of Fee in Lieu of Tax and Incentive Agreement between Charleston Omni, LLC, ITC 537 Omni Industrial LLC, and Berkeley County, South Carolina dated February ____, 2021, recorded on February ____, 2021, in Book ____ at page ____.
17. Variable width P.O.A. irrigation maintenance easement, 50' buffer and 50' P.O.A. buffer maintenance easement, P.O.A. signage maintenance easement, and 100' buffer and 100' P.O.A. buffer maintenance easement granted in that certain Subdivision Plat by Thomas & Hutton dated March 23, 2016, recorded August 22, 2016, in Plat Cabinet S, Pages 215i and 216i, in said recording office, and shown on Survey.
18. Terms, conditions, and easements contained in Easement and Maintenance Agreement between Omni Industrial Campus Property Owners Association, Inc. and Charleston Omni, LLC dated August 30, 2016, recorded on August 31, 2016, in Book 2262 at page 532.
19. Terms and conditions contained in Berkeley County Stormwater Management Program Covenants for Permanent Maintenance of Stormwater Systems between Charleston Omni, LLC and Berkeley County, South Carolina dated January 18, 2017, recorded on January 18, 2017, in Book 2372 at page 232.
20. Terms and conditions contained in Notice of Future Restriction between Charleston Omni, LLC and South Carolina Department of Transportation dated February 4, 2017, recorded on February 22, 2017, in Book 2396 at page 860.
21. Terms, conditions, and easements contained in easement given by Charleston Omni, LLC to South Carolina Electric & Gas Company dated October 20, 2017, recorded on March 28, 2018, in Book 2705 at page 965, and shown on Survey.
22. Storm detention pond and variable width drainage easement and 25' drainage easement granted in that certain plat entitled "A Plat of New Drainage Easement Lot 2 Omni Industrial Commerce Park" prepared by Thomas & Hutton dated February 22, 2018, recorded March 29, 2018, in Plat Cabinet Q, Page 184h, and shown on Survey.
23. Terms, conditions, and easements contained in easement given by Charleston Omni LLC to Berkeley Electric Cooperative, Inc. dated August 14, 2017, recorded on May 8, 2018, in Book 2740 at page 565.
24. Matters shown on the Survey, including the following:
 - a. overhead power lines;
 - b. gas meter;
 - c. fire dept. connection.

STATE OF ILLINOIS)
COUNTY OF COOK)

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 being transferred is located at 537 Omni Industrial Boulevard bearing Berkeley County Tax Map Number 207-00-02-143 was transferred by Charleston Omni, LLC to ITC 537 Omni Industrial LLC on February 25, 2021.
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 of affidavit): _____

(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) above has been checked (See Information section of this affidavit.):
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$49,150,000.00.
 - (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. 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) Place the amount listed in item 4 above here:	49,150,000.00
(b) Place the amount listed in item 5 above here:	<u>0.00</u>
(c) Subtract Line 6(b) from Line 6(a) and place result here:	49,150,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$181,855.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____ of 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.


Lawrence J. Krueger, as Authorized Signatory of Grantor

SWORN to and subscribed before me this
16th day of February, 2021

Print Name: Randal J. Selig
Notary Public for Illinois
My Commission Expires: 3.21.21

