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 #: 2021052664

Receipt Number: 236569 Return To:

Recorded As: EREC-DEED

Recorded On: November 05, 2021

Recorded At: 03:42:21 PM Received From: SIMPLIFILE

Recorded By: SAMANTHA EVANS Parties:

Book/Page: RB 4039: 265 - 273 Direct- SCANNELL DEVELOPMENT COMPANY III INC

Total Pages: 9 Indirect- SCANNELL PROPERTIES #587 LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee: \$15.00

Consideration: \$1,219,763.00

County Tax: \$1,342.00

State Tax: \$3,172.00

Tax Charge: \$4,514.00

RECEIVED

NOV 05, 2021

ASSESSOR

BERKELEY COUNTY SC

JANET B. JUROSKO

AUDITOR BERKELEY COUNTY SC

Cynthia B. Forte

ynthia B Forte - Register of Deeds



PREPARED BY: JEFF CROMER SCANNELL PROPERTIES 8801 RIVER CROSSING BOULEVARD, SUITE 300 INDIANAPOLIS, IN 46240 (317) 843-5959

RETURN TO: JEFF CROMER SCANNELL PROPERTIES 8801 RIVER CROSSING BLVD., SUITE 300 INDIANAPOLIS, IN 46240

RECORDING INFORMATION ABOVE THIS LINE	3	
STATE OF INDIANA)	LIMITED (SPECIAL) WARRANTY DEED
COUNTY OF MARION *DEED PREPARATION ONLY**TITLE NOT EXA) MINED*	

KNOW ALL MEN BY THESE PRESENTS, that SCANNELL DEVELOPMENT COMPANY III, INC., an Indiana corporation, (hereinafter referred to as "Grantor"), for and in consideration of the sum of One Million Two Hundred Nineteen Thousand Seven Hundred Sixty-Three and no/100 (\$1,219,763.00) DOLLARS paid by SCANNELL PROPERTIES #587, LLC, an Indiana limited liability company, (hereinafter referred to as "Grantee") to Grantor, the receipt and sufficiency of which is hereby acknowledged, SUBJECT TO the matters set forth below, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, his/hers/theirs/its heirs, successors and assigns, the following described real property (the "Premises") described as follows, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF BY REFERENCE THERETO

The within described property is conveyed subject to the permitted exceptions set forth on Exhibit "B" attached hereto and incorporated herein.

ADDRESS OF GRANTEE:

8801 River Crossing Boulevard, Suite 300, Indianapolis, IN 46240

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 Premises unto Grantee and Grantee's successors and assigns forever.

And, *SUBJECT TO* the matters set forth above, Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, executors, administrators and other lawful representatives, to warrant and forever defend all and singular the Premises unto Grantee and Grantee's successors and assigns against Grantor and Grantor's successors lawfully claiming, or to claim, the same or any part thereof but no others.

IN WITNESS WHEREOF, SCANNELL DEVELOPMENT COMPANY III, INC. has caused these presents to be executed in its name by Marc D. Pfleging, its General Counsel and Secretary, this 2nd day of November, in the year of our Lord two thousand twenty-one (2021) and in the two hundred and forty-second year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in the presence of:

SCANNELL DEVELOPMENT COMPANY III, INC., an Indiana corporation

NC., all indiana corporation

Witness Name: Julie G. Troha

NAME: Marc D. Pfleging

TITLE: General Counsel and Secretary

Witness Name: Shannon Parkhurs

STATE OF INDIANA

COUNTY OF MARION

I, <u>JOYR</u>, <u>JCCKSO/7</u>, a Notary Public in and for the State above referenced, do hereby certify that Marc D Pfleging, as General Counsel and Secretary of Scannell Development Company III, Inc., an Indiana corporation, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 200 day of November, 2021.

Motary Public for State of Indiana

My/Commission Expires: 11/23/2

JOY R. JACKSON
Notary Public, State of Indiana
Hamilton County
Commission Number 691848
My Commission Express
November 23, 2024

EXHIBIT "A"

[LEGAL DESCRIPTION]

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN BERKELEY COUNTY, SOUTH CAROLINA, SHOWN AND DESIGNATED AS PARCEL I CONTAINING 133.339 ACRES, MORE OR LESS, SHOWN ON A SURVEY ENTITLED "AN ALTA/ACSM SUBDIVISION PLAT OF A 190.112 ACRE TRACT INTO PARCEL I & PARCEL II, OWNED BY SUMMERVILLE LAND CORPORATION LOCATED IN 2ND ST. JAMES GOOSE CREEK PARISH BERKELEY COUNTY, SOUTH CAROLINA", PREPARED BY SOUTHEASTERN SURVEYING OF CHARLESTON, INC. DATED JUNE 2, 2003, LAST REVISED AUGUST 21, 2003, AS MORE PARTICULARLY DEPICTED ON A PLAT RECORDED IN PLAT CABINET Q PAGE 73-C, IN THE REGISTER OF DEEDS FOR BERKELEY COUNTY, SOUTH CAROLINA, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE HERETO.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY ALL THOSE CERTAIN TRACTS OF LAND LYING AND BEING IN THE STATE OF SOUTH CAROLINA, COUNTY OF BERKELEY, BEING SHOWN AS TRACT A, CONTAINING 5.00 ACRES, MORE OR LESS, TRACT B, CONTAINING 42.96 ACRES, MORE OR LESS, AND TRACT C, CONTAINING 51.52 ACRES, MORE OR LESS, ON A SURVEY PREPARED FOR JEDBURG INDUSTRIAL PROPERTIES, LLC, WACHOVIA BANK, NATIONAL ASSOCIATION, ITS SUCCESSORS AND/OR SIGNS & CHICAGO TITLE INSURANCE COMPANY PREPARED BY HUSSEY, GAY, BELL & DEYOUNG, INC., DATED NOVEMBER 2, 2006 AND RECORDED IN PLAT CABINET R, PAGE 263-C, AFORESAID RECORDS.

TMS Number 220-00-02-062

This being a portion of the same property conveyed to Scannell Development Company III, Inc. by deed from Jedburg Industrial Properties II, LLC dated March 11, 2021 and recorded March 15, 2021 in Book 3728 at Page 314 in the Office of the Register of Deeds for Berkeley County.

EXHIBIT "B"

- 1. Real estate taxes and assessments for the year 2021, and subsequent years, a lien not yet due and payable.
- 2. Riparian rights incident to the Land.
- 3. Declaration of Restrictive Covenants for Jedburg Commerce Park by Summerville Land Corporation, a South Carolina corporation, dated May 9, 2000, filed for record June 29, 2000 at 2:38 p.m., recorded in Book 1964, Page 168, in the Register of Deeds for Berkeley County, South Carolina; as affected by that certain First Supplemental Declaration to Declaration of Restrictive Covenants for Jedburg Commerce Park by and between Summerville Land Corporation, a South Carolina corporation and Jedburg Commerce Park Association, Inc., dated April 30, 2001, filed for record May 3, 2001 at 11:55 a.m., recorded in Book 2243, Page 346, aforesaid Records; as amended by that certain First Amendment to Declaration of Restrictive Covenants by Summerville Land Corporation, dated May 1, 2003, filed for record August 8, 2003 at 2:08 p.m., recorded in Book 3482, Page 335, aforesaid Records; as further affected by that certain Waiver of Option by Summerville Land Corporation, dated August 25, 2003, filed for record August 25, 2003 at 4:34 p.m., recorded in Book 3517, Page 128, aforesaid Records; as further affected by that certain Waiver of Option by Summerville Land Corporation, dated January 31, 2006, filed for record February 7, 2006 at 9:37 a.m., recorded in Book 5347, Page 230, aforesaid Records; as further affected by that certain Quit Claim Deed from Jedburg Industrial Properties, LLC, a South Carolina limited liability company and Jedburg Industrial Properties II, LLC, a South Carolina limited liability company to CenterPoint Properties Trust, a Maryland real estate investment trust, dated April 20, 2016, filed for record April 22, 2016 at 12:46 p.m., recorded in Book 2160, Page 61, aforesaid Records.
- 4. Amended and Restated Declaration of Restrictive Covenants dated January 19, 2021 by Jedburg Industrial Properties II, LLC recorded January 27, 2021 in Book 3667, Page 870, which amends and restates that certain Declaration of Restrictive Covenants by Jedburg Industrial Properties, LLC, dated February 7, 2008, filed for record February 12, 2008 at 3:19 p.m., recorded in Book 7156, Page 110, aforesaid Records.
- 5. Permanent Non-Exclusive Transferable Drainage Easement by and between Summerville Land Corporation and X. O. Bunch, Jr. and Wando Properties LLC, a South Carolina limited liability company, dated June 24, 2003, filed for record August 8, 2003 at 2:05 p.m., recorded in Book 3482, Page 327, aforesaid Records.
- 6. Easement Agreement by and between Summerville Land Corporation, a South Carolina corporation and Jedburg Commerce Park, LLC, a South Carolina limited liability company, dated as of August 25, 2003, filed for record August 25, 2003 at 4:40 p.m., recorded in Book 3517, Page 140, aforesaid Records.
- 7. Easement from Jedburg Industrial Properties, LLC to BellSouth Telecommunications, Inc., a Georgia corporation, dated January 19, 2007, filed for record January 25, 2007 at 12:05 p.m., recorded in Book 6297, Page 128, aforesaid Records.
- 8. Terms, conditions, provisions and obligations as contained in that certain Declaration and Grant of Easements by and between CenterPoint Properties Trust, a Maryland real estate investment, Jedburg Industrial Properties, LLC, a South Carolina limited liability company and Jedburg Industrial Properties II, LLC, a South Carolina limited liability company, dated as of April 20, 2016, filed for record April 22, 2016 at 12:46 p.m., recorded in Book 2160, Page 70, aforesaid Records.
- 9. Canal and gravel road as disclosed by that certain plat recorded in Plat Book A-184, Page 161, aforesaid Records.
- 10. Overhead power as disclosed by that certain plat recorded in Plat Book M, Page 379, aforesaid Records.

- 11. 80' drainage easement, 20' building setback line, 40' building setback line, private drainage easement, 20' general utility easement gravel road and overhead power lines as disclosed by that certain plat recorded in Plat Book Q, Page 51-B, aforesaid Records.
- 12. 80' drainage easement, 20' building setback line, 40' building setback line, 20' drainage utility easement, private drainage easement, overhead power lines, gravel road, as disclosed by that certain plat recorded in Plat Book Q, Page 73, aforesaid Records.
- 13. 20' building setback line, private drainage easement, 40' building setback line as disclosed by that certain plat recorded in Plat Book R, Page 263, aforesaid Records.
- 14. Terms and provisions of Berkeley County Stormwater Management Program/Covenants for Permanent Maintenance of Stormwater Systems dated November 19, 2020 by Jedburg Industrial Properties II, LLC, recorded February 10, 2021 in Book 3686, Page 323.
- 15. Terms and provisions of Easement Option Agreement dated March 11, 2021 between Scannell Development Company III, Inc. and Roy Charleston, LLC, recorded March 19, 2021 in Book 3736, Page 524.
- 16. Terms and provisions of Agreement to Provide Easements dated March 11, 2021 between Scannell Development Company III, Inc. and Roy Charleston, LLC, recorded March 19, 2021 in Book 3736, Page 532.

	NTY OF MARION	TRANSFER TAX AFFIDAVIT/ AFFIDAVIT OF CONSIDERATION	
PERS	SONALLY appeared before n	ne the undersigned, who being duly sworn, deposes and says:	
1. 2. 3.	I have read the information on this Affidavit and I understand such information. The property is being transferred by Scannell Development Company III, Inc. to Scannell Properties #587, LLC on November 2, 2021. Check one of the following: The Deed is		
	money or money's worth B subject to the deed or other entity and a stood or as a distribution to a stood or as a distrib	ecording fee as a transfer between a corporation, a partnership kholder, partner or owner of the entity, or is a transfer to a trust	
4.	Check one of the following	f either item 3(A) or item 3(B) above has been checked:	
	worth in the amount of \$ B The fee is comp	on the consideration paid or to be paid in money or money's 1,219,763.00. uted on the fair market value of the realty which is \$ on the fair market value of the realty as established for property	
5.	tenement or realty before the	_ to the following: A lien or encumbrance existed on the land, e transfer and remained on the land, tenement or realty after the unt of the outstanding balance of this lien or encumbrance is \$	
6.	The DEED recording fee is	computed as follows:	
	B. \$0 the a C. \$1,219,763.00 Sub by \$3.70 per \$1,000.	amount listed in item 4 above. Immount listed in item 5 above (if no amount place zero). Iract line 6(B) from 6(A) and place the result here. Multiply 6(C) 00 to obtain amount of tax due. Immount of tax due.	
7.	As required by Code Section connected with the transact	on 12-24-70, I state that I am a responsible person who was ion as: Owner.	

[signature pages to follow]

8.

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.

Signature Page - Affidavit of Consideration

Date: November 2, 2021 SCANNELL DEVELOPMENT COMPANY III, INC., an

Indiana corporation

By: Name: Marc D. Pfleging

Title: General Counsel and Secretary

STATE OF INDIANA **COUNTY OF MARION**

Subscribed and sworn to before me by Marc D. Pfleging, the General Counsel and Secretary of Scannell Development Company III, Inc., an Indiana corporation this 2nd day of November, 2021.

Notary Public for the State of India My Commission Expires: 11/23/24