

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 #:	2022034233		
Receipt Number:	269749	Return To:	DODDS HENNESSY & STITH
Recorded As:	DEED		973 HOUSTON NORTHCUTT BLVD STE 101
Recorded On:	August 30, 2022		MT. PLEASANT, SC, 29464
Recorded At:	02:41:15 PM	Received From:	DODDS HENNESSY & STITH
Recorded By:	ROBIN MCMAKIN	Parties:	
Book/Page:	RB 4351: 105 - 111		Direct- PORT CITY CENTRE DEVELOPMENT LLC
Total Pages:	7		Indirect- PCC CHARLESTON LLC

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$15.00
Consideration:	\$6,600,000.00
County Tax:	\$7,260.00
State Tax:	\$17,160.00
Tax Charge:	\$24,420.00



RECEIVED

AUG 30, 2022

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

Cynthia B. Forte
Cynthia B Forte - Register of Deeds

Doc: 2022034233
Total Pages: 7

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name as of this 22 day of August, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

PORT CITY CENTRE DEVELOPMENT,
LLC,
a Delaware limited liability company

By: MSP GP, LLC
Its: Manager

By: C. Stephen Wendell (SEAL)
Name: C. Stephen Wendell
Title: Manager

W.S. D
Witness #1

C. Kelly
Witness #2

STATE OF New Jersey)
COUNTY OF Middlesex)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that C. Stephen Wendell, Manager of MSP GP, LLC, Manager of Port City Centre Development, LLC, a Delaware limited liability company, appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this 22 day of August, 2022.

Case Number 2413574 (SEAL)
Notary Printed Name: William Blowers
Notary Public for the State of New Jersey
My commission expires: October 18, 2026
[Affix Seal] W.S. D

EXHIBIT "A"**Legal Description**

ALL that certain piece, parcel, or tract of land, together with any improvements thereon, situate, lying and being in the County of Berkeley, State of South Carolina, being shown and designated as "TMS#: 207-00-01-135, PARCEL 1/2 PORT CITY CENTRE DEVELOPMENT, LLC 3,390,582 SF 77.84 AC" on that certain plat entitled, "A PROPERTY LINE ADJUSTMENT PLAT OF PORT CITY CENTRE TMS #207-00-01-104 AND TMS 207-00-01-135 OWNED BY PORT CITY CENTRE DEVELOPMENT, LLC LOCATED NEAR THE TOWN OF SUMMERVILLE, BERKELEY COUNTY, SOUTH CAROLINA", prepared by Southeastern Land Surveying, LLC, dated December 22, 2021, and recorded March 10, 2022, in the ROD Office for Berkeley County, South Carolina, as Plat Instrument Numbers 2022009784 through 2022009788.

RESERVING, however, unto Grantor a non-exclusive easement (the "Access Easement") over, under, on, upon, through, and across that portion of the Property shown as "NEW 30' INGRESS/EGRESS EASEMENT" for purposes of pedestrian and vehicular ingress, egress, access, and passage to and from Jedburg Road, including without limitation by large heavy construction vehicles and equipment, by Grantor, its agents, employees, licensees and invitees, to/from the Grantor's retained land, which is designated as Parcel 7 on the above-referenced plat. The Access Easement shall automatically terminate upon (i) completion of that portion of the Project Road (as that term is defined in that certain Declaration of Covenants, Conditions, Restrictions and Easements dated February 23, 2022 and recorded March 4, 2022 in Book 4168, page 565, and March 10, 2022 in Book 4174, page 827, Berkeley County records (the "Declaration")) located on the Property, and (ii) conveyance of such section of the Project Road to the Association (as defined in the Declaration).

EXHIBIT "B"
Permitted Exceptions

1. Real estate taxes and assessments for the year 2022, and subsequent years, which are a lien but are not yet due and payable.
2. Power Line Easement to the South Carolina Public Service Authority appearing of record in Book C152, page 60, aforesaid records.
3. Easement in the South Carolina Electric & Gas Company appearing of record in Book 2737, page 287, aforesaid records.
4. Berkeley County Stormwater Management Program Covenants for Permanent Maintenance of Stormwater Systems appearing of record in Book 3224, page 627, aforesaid records.
5. Berkeley County Stormwater Management Program Covenants for Permanent Maintenance of Stormwater Systems appearing of record in Book 2452, page 124, aforesaid records.
6. Berkeley County Stormwater Management Program Covenants for Permanent Maintenance of Stormwater Systems appearing of record in Book 2890, page 702, aforesaid records.
7. Bill of Sale to Berkeley County for the water and sewer systems for Port City Centre Phase 1 appearing of record in Book 3130, page 1, aforesaid records.
8. Title to Sewer System to Berkeley County Water and Sanitation for Port City Centre Phase 1 appearing of record in Book 3130, page 5, aforesaid records.
9. Title to Water System to Berkeley County Water and Sanitation for Port City Centre Phase 1 appearing of record in Book 3130, page 9, aforesaid records.
10. Grant of Perpetual Exclusive Easement to Berkeley County appearing of record in Book 3130, page 13, aforesaid records (shown and described as 20' BCWS Utility Easement on Plat Instrument Numbers 2019023656, 2019023657, 2019023658, and 2019023659 – the remaining easements having been abandoned per Plat Instrument Numbers 2022009784 through 2022009788).
11. Rights of upper and lower riparian owners in and to the waters of the creek crossing or adjoining the Land, and the natural flow thereof, free from diminution or pollution.
12. Title to that portion of the Land lying between high and low water marks of the banks of the creek or marsh.
13. Development and use restrictions and conditions imposed by federal, state and local laws with respect to those portions of the Land shown as wetlands on the Plat Instrument Numbers 2022009784 through 2022009788, aforesaid records.
14. Right of the public to use the drainage easements and rights-of-way shown on that certain Plat Instrument Numbers 2022009784 through 2022009788, aforesaid records, but excluding any private drainage easement or private right-of-way shown on the aforesaid plats and intended for private use
15. Subject to the following matters shown on Plat Instrument Numbers 2019023656, 2019023657, 2019023658, and 2019023659, aforesaid records:
 - a. Wetland and Wetland Buffer;
 - b. Creek;
 - c. 20' Temporary Drainage Easement;
 - d. Temporary Drainage Easement (Width Varies);

- e. 50' Temporary Drainage Easement;
 - f. 20' Drainage Easement;
 - g. 50' Landscape Buffer;
 - h. 50' Access Easement (25' Each Side);
 - i. 100' SCPSA Powerline Easement;
 - j. 20' Private Drainage Easement;
 - k. 20' Buffer;
 - l. 30' Temporary Drainage Easement;
 - m. 25' Temporary Drainage Easement;
 - n. 20' BCWS Utility Easement.
16. Declaration of Covenants, Conditions, Restrictions and Easements dated February 23, 2022 and recorded March 4, 2022 in Book 4168, page 565, aforesaid records.
 17. Reciprocal Access and Utilities Easement Agreement dated December 29, 2021 and recorded December 30, 2021 in Book 4101, page 80, aforesaid records.
 18. Hold Harmless Agreement executed as of March 4, 2022 and recorded March 10, 2022 in Book 4174, page 822, aforesaid records.
 19. Subject to the following additional matters shown on Plat Instrument Numbers 2022009784 thru 202209788, aforesaid records:
 - a. Port City Centre Drive Variable Width Public R/W to be Abandoned Variable Width Private R/W to be Created 97,984.77 SF 2.25 AC;
 - b. New 30' Ingress/Egress Easement;
 - c. Ex. Temporary Turn-Around Easement INSTRUMENT #2019023657 TO BE ABANDONED BY THIS PLAT;
 - d. New 25' Private Drainage Easement;
 - e. Ex. Temporary 30' BCWS Utility Easement INSTRUMENT #2019023657 TO BE ABANDONED BY THIS PLAT;
 - f. Ex. Temporary 20' BCWS Utility Easement INSTRUMENT #2019023657 TO BE ABANDONED BY THIS PLAT;
 - g. New Variable Width BCWS Utility Easement 40,567 SF 0.93 AC;
 - h. Ex. Variable Width BCWS Utility Easement INSTRUMENT #2019023657 TO BE ABANDONED BY THIS PLAT;
 - i. New 20' Private Drainage Easement.

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being sworn, deposes and states:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at PARCEL 1/2 TMS#: 207-00-01-135 PORT CITY CENTRE DEVELOPMENT, LLC 3,390,582 SF 77.84 AC, County Tax Map Number TMS#: 207-00-01-135, and was transferred by Port City Centre Development, LLC to PCC Charleston LLC on this day 25 of August, 2022.
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 distribution to a trust beneficiary.
 - c. _____ EXEMPT from the deed recording fee because
(Explanation, if required-nominal fee)
(If exempt, please skip items 4-6, and go to item 7 of this affidavit)
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 \$6,600,000.00.
 - 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 _____ 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. \$6,600,000.00 the amount listed in item 4 above
 - b. \$ _____ the amount listed in item 5 above (no amount place zero)
 - c. \$6,600,000.00 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: \$24,420.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: 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 before me this 21 day of August, 2022

Notary Public for Newberry
Notary Print Name: William S. Blowers
My Commission expires: 10/12/2026

Commission number 2413574

PORT CITY CENTRE DEVELOPMENT, LLC
A Delaware limited liability company

By: MSP GP, LLC
Its: Manager

By: C. Stephen Wendell (SEAL)
Name: C. Stephen Wendell
Title: Manager