# 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 #:** 2022000665

Receipt Number: 243874 Return To:

Recorded As: EREC-DEED

Recorded On: January 06, 2022

Recorded At: 11:22:49 AM Received From: SIMPLIFILE

Recorded By: HELEN SEXTON Parties:

Book/Page: RB 4108: 765 - 774 Direct- SRE TKC CHARLESTON III LLC

Total Pages: 10 Indirect- SUMMERVILLE OWNER LLC

## \*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

**Recording Fee:** \$15.00

**Consideration:** \$109,000,000.00

**County Tax:** \$119,900.00

**State Tax:** \$283,400.00

**Tax Charge:** \$403,300.00

RECEIVED

JAN 06, 2022

ASSESSOR

BERKELEY COUNTY SC

JANET B. JUROSKO

AUDITOR BERKELEY COUNTY SC

Cynthia B. Forte

Synthia B Forte - Register of Deeds



After recording return to: Moore and Van Allen PLLC (HSB) 100 North Tryon Street, Suite 4700 Charlotte, North Carolina 28202

Grantee's Address: Summerville Owner LLC c/o Kohlberg, Kravis Roberts & Co. L.P. 30 Hudson Yards, 75th Floor New York, New York 10001 Attn: Ben Brudney

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

KNOW ALL MEN BY THESE PRESENTS THAT **SRE TKC CHARLESTON III, LLC**, a Delaware limited liability company (the "<u>Grantor</u>"), in the State aforesaid, for and in consideration of certain membership interests in **SUMMERVILLE OWNER LLC**, a Delaware limited liability company (the "<u>Grantee</u>"), in the State aforesaid, the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the limitations, covenants, easements, conditions and restrictions set forth in <u>Exhibit B</u> attached hereto and incorporated herein by reference (collectively, the "<u>Permitted Exceptions</u>"), unto the Grantee, its successors and assigns forever, the following described real property located in Berkeley County, South Carolina, to wit:

See <u>Exhibit A</u> attached hereto and incorporated herein by reference for legal description of the property (the "Property") being conveyed.

TOGETHER with, subject to the Permitted Exceptions, 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, subject to the Permitted Exceptions, all and singular, the Property before mentioned, unto the said Grantee and Grantee's successors and assigns, forever.

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

[Remainder of this page intentionally left blank]
[Signature pages to follow]

under seal

IN WITNESS WHEREOF, Grantor has caused this Limited Warranty Deed to be signed in its name by its duly authorized officer, as of this 22 m day of December, 2021.

## **GRANTOR:**

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	SRE TKC CHARLESTON III, LLC, a Delaware limited liability company		
Witness #1 (Notary)  Law Law Law Witness #2	By:		
STATE OF North (avoling)  COUNTY OF Mecklinburg)	ACKNOWLEDGMENT		
evidence, personally appeared before me this day	, a Notary Public in and for the County and State aforesaid, ing personally known to me or proven by satisfactory y and acknowledged that he/she is the Authorized Manager ware limited liability company, and being duly authorized rument for the purposes stated therein.		
Witness my official seal, this <u>      day</u> day	Notary Public for Notary: Darrelee Bare  My Commission Expires: 7/6/26		
[AFFIX NOTARY SEAL BELOW]			
NOTAR LEE BARRILLE BA			

## EXHIBIT A

#### LEGAL DESCRIPTION

ALL that piece, parcel or tract of land located near Summerville, Berkeley County, South Carolina and being Tract 1A Charleston Trade Center as shown on a plat by Thomas & Hutton entitled "PROPERTY LINE ADJUSTMENT BETWEEN TRACT 1A (62.32 AC. NEW) & TRACT 1B (32.94 AC. NEW) CHARLESTON TRADE CENTER OWNED BY SRE TKC CHARLESTON LAND LLC" and dated October 1, 2019 and recorded as Instrument No. 2019041216 in the Berkeley County Register of Deeds Office. Said parcel being more fully described as follows:

Beginning at an iron pipe located at the southeastern intersection of the rights-of-way of Business Park Road and Trade Center Parkway, thence traveling southeasterly along the right-ofway of Business Park Road, S 52°28'23" E a distance of 158.24 feet to an iron rod; thence S 52°44'00"E a distance of 987.32 feet to an iron pipe; thence southwesterly along the common lines with Berkeley County, S 72°15'37"W a distance of 41.50 feet to an iron pipe; thence S 52°44'00"E a distance of 14.58 feet to an iron pipe; thence S 52°27'43"W a distance of 383.02 feet to an iron pipe; thence S 21°12'19"E a distance of 32.19 feet to an iron pipe; thence southwesterly along the common line with Dustoff 22, LLC, S 59°33'27"W a distance of 153,90 feet to an iron rod; S 78°44'07"W a distance of 2461,29 feet to an iron pipe; thence northerly along the common line with Tract 1B, N 11°19'35"W a distance of 1094.53 feet to an iron pipe; thence northeasterly along the right-of-way of Trade Center Parkway, N 67°48'32"E a distance of 176.25 feet to an iron pipe; thence 170.55 feet along the arc of a curve turning to the right having a radius of 467.00 feet, a chord bearing of N 78°16'16"E and chord distance of 169.60 feet to an iron pipe; thence N 88°44'00"E a distance of 1414.97 feet to an iron pipe; thence 239.09 feet along the arc of a curve turning to the left having a radius of 283.00 feet, a chord bearing of N 64°31'50"E and chord distance of 232.04 feet to an iron pipe; thence N 42°57'24"E a distance of 98.44 feet to an iron pipe; thence N 42°56'48"E a distance of 51.52 feet to an iron pipe; thence N 37°31'34"E a distance of 151.05 feet to an iron pipe; thence N 82°31'37" E a distance of 22.91 feet to the Point Of Beginning. Said parcel containing 62.32 acres more or less.

TOGETHER WITH the beneficial easements set forth in that Charleston Trade Center Declaration of Covenants, Conditions, Restrictions and Easements recorded in Book RB 2782, Page 293, Berkeley County records.

Being the same property conveyed to SRE TKC Charleston III, LLC by Limited Warranty Deed of SRE TKC Charleston Land, LLC dated April 26, 2021, and recorded May 5, 2021 in Book RB 3798, Page 148 Berkeley County records.

TMS Number: 220-00-02-139

Mortgage (Summerville Owner) KKR Industrial Portfolio

#### EXHIBIT B

## PERMITTED EXCEPTIONS

- 1. Taxes and special exceptions for the year 2022, and subsequent years, a lien not yet due and payable.
- Easements and Rights of Way disclosed by Plat(s) filed in Cabinet M, Page 272-P; Cabinet N, Page 85-H; Cabinet N, Page 361-P; Cabinet N, Page 362-P; Cabinet O, Page 75-P; Cabinet R, Page 159-A; Cabinet R, Page 238-B; Cabinet S, Pages 5-Q 10-Q; Cabinet S, Page 234-Q; Cabinet S, Page 355-A 359-A; Cabinet S, Page 362-B; and Instrument No. 2019041216, Berkeley County records, and as shown on the Survey.
- 3. Covenants for Permanent Maintenance of Stormwater Systems, recorded in Book RB 2137, Page 561 and Book RB 2200, Page 229, Berkeley County records, and as shown on the Survey.
- 4. Charleston Trade Center Declaration of Covenants, Conditions, Restrictions and Easements, recorded in Book RB 2782, Page 293, Berkeley County records, and as shown on the Survey.
- 5. Charleston Trade Center Development Agreement, recorded in Book RB 2100, Page 42; and affected by Assignment of Development Agreement, recorded in Book RB 2100, Page 207, Berkeley County records. As affected by the Partial Assignment and Assumption of Development Agreement by and between SRE TKC Charleston Land, LLC and SRE TKC Charleston III, LLC, recorded May 5, 2021 in Book RB 3798, Page 157, Berkeley County records.
- 6. Right of Way Easement(s) to Berkeley Electric Cooperative, Inc., recorded in Book 2155, Page 333 and Book RB 2586, Page 587, Berkeley County records.
- 7. Grant(s) of Perpetual Easement to Berkeley County Water and Sanitation, recorded in Book RB 2098, Page 292; Book RB 2413, Page 667; and Book RB 2413, Page 673, Berkeley County records, and as shown on the Survey.
- 8. Title to Sewer System to Berkeley County Water and Sanitation, recorded in Book RB 2098, Page 282; Book RB 2098, Page 287; Book RB 2413, Page 648; and Book 2413, Page 655, Berkeley County records.
- 9. Assignment and Assumption of Fee Agreement, recorded in Book RB 2100, Page 214, Berkeley County records.
- 10. The ALTA/NSPS survey prepared by F. Elliotte Quinn III, PLS 10292, of Thomas & Hutton Engineering Co., dated November 30, 2021, last revised December 14, 2021, under Job No. 24937.0001, and entitled "An ALTAA/NSPS Land Title Survey of Tract 1A Charleston Trade Center" (the "Survey") discloses the following:
  - a) Underground power lines, underground water lines, underground gas lines, underground communication lines, sanitary manholes.

11. Maintenance Agreement recorded August 26, 2021 in Book RB 3945, Page 855, Berkeley County records.

STAT	E OF SOUTH CAROLINA ) )
COUN	TTY OF BERKELEY )
	AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS
PERSO	ONALLY 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.
Delawa	The property being transferred is located in Berkeley County, South Carolina, is a portion of ey County TMS No. 220-00-02-139 and was transferred by SRE TKC CHARLESTON III, LLC, a are limited liability company, to SUMMERVILLE OWNER LLC, a Delaware limited liability ny, on December 22, 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 and principal relationship exist at the time of the original sale and was the purpose of this relationship hase 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 \$109,000,000.00.
	(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. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

Subtract Line 6(b) from Line 6(a) and place result here: \$109,000,000.00

7

Place the amount listed in item 4 above here: \$109,000,000.00

Place the amount listed in item 5 above here: \$0.00

The deed recording fee is computed as follows:

(If no amount is listed, place zero here.)

6.

(a) (b)

(c)

- 7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: N/A \$403,315.00
- 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.

SRE TKC CHARLESTON III, LLC,

a Delaware limited liability company

Name: Kenneth R. Beuley

Title: Authorized Manager

Witness #1 (Notary)

Witness #2

SWORN to before me this 14 day of December

Notary Public for North Carolina, Necklanbrig ca

Printed Name of Notary: Darrelee Barl

County, State of Mecklinburg, North Carolina

My Commission expires: 716/26

[AFFIX NOTARIAL SEAL BELOW]

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