

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 #:	2023012140	
Receipt Number:	289564	Return To:
Recorded As:	EREC-DEED	
Recorded On:	April 27, 2023	
Recorded At:	09:29:59 AM	Received From: SIMPLIFILE
Recorded By:	wk10	Parties:
Book/Page:	RB 4541: 185 - 192	Direct- SCANNELL PROPERTIES #587 LLC
Total Pages:	8	Indirect- RIVERBEND CHARLESTON PROPERTIES II

*** EXAMINED AND CHARGED AS FOLLOWS ***

Recording Fee:	\$15.00
Consideration:	\$28,000,000.00
County Tax:	\$30,800.00
State Tax:	\$72,800.00
Tax Charge:	\$103,600.00



RECEIVED

APR 27, 2023

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

Cynthia B. Forte
Cynthia B Forte - Register of Deeds

After Recording Return To:
 Riverbend Charleston Properties II, LLC
 204 West Newbury Road
 Bloomfield, CT 06002
 Attention: Tom Daniells

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY) **SPECIAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that **SCANNELL PROPERTIES #587, LLC**, an Indiana limited liability company (the "Grantor"), in the state aforesaid, for and in consideration of Twenty-Eight Million and 00/100 Dollars (\$28,000,000.00), paid by **RIVERBEND CHARLESTON PROPERTIES II, LLC**, a South Carolina limited liability company (the "Grantee"), 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 easements, restrictions, reservations and conditions (the "Permitted Exceptions") set forth on **Exhibit "B"** attached hereto and incorporated herein by reference, unto said Grantee, its successors and assigns, forever, all of its right, title and interest to the following described property:

(SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION)

TAX MAP NUMBER: 220-00-02-062

DERIVATION: This being a portion of the same property conveyed to the Grantor herein by deed from Scannell Development Company III, Inc., an Indiana corporation dated November 2, 2021, and recorded on November 5, 2021 in Book 4039 at Page 265, in the office of the Register of Deeds for Berkeley County, South Carolina, and by deed of Roy Charleston, LLC dated June 9, 2022 and recorded June 24, 2022 in Book 2489 at Page 983, in the office of the Register of Deeds for Berkeley County, South Carolina.

Grantee's Mailing Address: Riverbend Charleston Properties II, LLC
 204 West Newbury Road
 Bloomfield, CT 06002

TOGETHER with all and singular the rights, member, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD, all and singular, subject to the Permitted Exceptions, the premises before mentioned unto the Grantee, and the Grantee's successors and assigns forever.

AND, subject to the Permitted Exceptions, the Grantor hereby binds itself and its successors and assigns, executors and administrators, 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 all persons whomsoever lawfully claiming, or to claim the same or any part thereof by or through the Grantor, but not otherwise.

[Signatures to Follow on Next Page]

EXHIBIT "A"**Legal Description**

All that tract or parcel of land lying and being Berkeley County, South Carolina, being Tract 1, as more particularly depicted on a plat recorded in Plat Book 2022018829 through and including 2022018835, in the Register of Deeds for Berkeley County, South Carolina, which plat is incorporated herein by reference hereto.

TOGETHER WITH those easement as may be appurtenant arising under 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, in the Register of Deeds for Berkeley County, South Carolina.

EXHIBIT "B"**Permitted Exceptions**

1. The lien of non-delinquent real estate taxes and assessments, each of which Grantee assumes and agrees to pay.
2. Riparian rights incident to the premises.
3. Declaration of Restrictive Covenants for Jedburgh 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 Jedburgh Commerce Park by and between Summerville Land Corporation, a South Carolina corporation and Jedburgh 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 Jedburgh Industrial Properties, LLC, a South Carolina limited liability company and Jedburgh 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. Permanent Non-Exclusive Transferable Drainage Easement by and between Summerville Land Corporation and X. O. Bunch, Jr. and Wanda 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.
5. Easement Agreement by and between Summerville Land Corporation, a South Carolina corporation and Jedburgh 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.
6. Easement from Jedburgh 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.
7. Terms, conditions 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.

8. Amended and Restated Declaration of Restrictive Covenants by Jedburg Industrial Properties II, LLC, a South Carolina limited liability company, dated January 19, 2021, filed for record January 27, 2021 at 2:24 p.m., recorded in Book 3667, Page 870, aforesaid Records.
9. Covenants for Permanent Maintenance of Stormwater Systems from Jedburg Industrial Properties II, LLC to Berkeley County, South Carolina, dated November 20, 2020, filed for record February 10, 2021 at 3:54 p.m., recorded in Book 3686, Page 323, aforesaid records.
10. Easement Option Agreement by and between Scannell Development Company III, Inc., an Indiana corporation and Roy Charleston, LLC, a South Carolina limited liability company, dated effective as of March 11, 2021, filed for record March 19, 2021 at 3:34 p.m., recorded in Book 3736, Page 524, aforesaid records.
11. Agreement to Provide Easements by and between Scannell Development Company III, Inc., an Indiana corporation and Roy Charleston, LLC, a South Carolina limited liability company, dated effective as of March 11, 2021, filed for record March 19, 2021 at 3:34 p.m., recorded in Book 3736, Page 532, aforesaid records.
12. Covenants for Permanent Maintenance of Stormwater Systems from Scannell Development Company III, Inc. to Berkeley County, South Carolina, dated October 5, 2020, filed for record April 15, 2021 at 3:42 p.m., recorded in Book 3772, Page 443, aforesaid Records.
13. Covenants for Permanent Maintenance of Stormwater Systems from Scannell Development Company III, Inc. to Berkeley County, South Carolina, dated March 15, 2021, filed for record October 14, 2021 at 3:12 p.m., recorded in Book 4008, Page 876, aforesaid records.
14. Any right, title or interest of anyone whomever in any of the land below the mean high water mark or below the spring tide flood water boundary, marsh (whether salt or fresh), lagoon, man-made canal, swamp areas, or any tidal area below the mean high water mark, or the spring tide flood water boundary, or to any such areas as may be claimed by or over which jurisdiction is asserted by any local, state or national governmental entity or quasi-governmental entity.
15. Right of Way Easement from Roy Charleston LLC to Berkeley Electric Cooperative, Inc., a corporation, dated September 29, 2021, filed for record November 24, 2021 at 2:29 p.m., recorded in Book 4061, Page 165, aforesaid Records.

16. All those matters as disclosed by that certain plat recorded in Plat Book 2022018829 through and including 2022018835, aforesaid Records.
17. Grant of Perpetual Exclusive Easement from Scannell Properties #587, LLC to Berkeley County, a political and governmental subdivision of the State of South Carolina, in care of Berkeley County Water & Sanitation, dated September 15, 2022, filed for record December 2, 2022 at 11:48 a.m., recorded in Book 4427, Page 984, aforesaid Records.
18. Grant of Perpetual Easement from Scannell Properties #587, LLC to Berkeley County, a political and governmental subdivision of the State of South Carolina, in care of Berkeley County Water & Sanitation, dated September 15, 2022, filed for record December 2, 2022 at 11:48 a.m., recorded in Book 4427, Page 990, aforesaid Records.

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 1144 Newton Way, Summerville, SC 29483, bearing Berkeley County Tax Map Number 2200002062, and was transferred by Scannell Properties #587, LLC, an Indiana limited liability company to Riverbend Charleston Properties II, LLC, a South Carolina limited liability company on this day ___ of April, 2023.
- 3. Check one of the following: **The DEED is**
 - a. 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. The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$28,000,000.00.
 - 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 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. \$28,000,000.00 the amount listed in item 4 above
 - b. \$ ___ 0.00 the amount listed in item 5 above (no amount place zero)
 - c. \$28,000,000.00 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: \$103,600.00.
- 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 13th day of April, 2023

GRANTOR:

J.P. Jackson
Notary Public for State of Indiana
Notary Print Name: J.P. JACKSON
My Commission expires: 11/23/24

SCANNELL PROPERTIES #587, LLC,
An Indiana limited liability company

By: [Signature]
Name: Marc D. Pflieger
Title: Manager

