

**CYNTHIA B FORTE  
BERKELEY COUNTY  
REGISTER OF DEEDS**

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

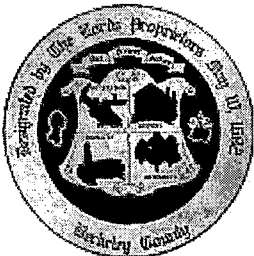
**\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\***



<b>Instrument #:</b>	2019011743	<b>Return To:</b>	SMITH COX & ASSOCIATES LLP
<b>Receipt Number:</b>	124006		PO BOX 20458
<b>Recorded As:</b>	DEED		CHARLESTON, SC, 29401
<b>Recorded On:</b>	April 12, 2019	<b>Received From:</b>	SMITH COX & ASSOCIATES LLP
<b>Recorded At:</b>	04:34:22 PM	<b>Parties:</b>	
<b>Recorded By:</b>	LYNETTE SHELTON		Direct- DUCK POND CREEK-SPE LLC
<b>Book/Page:</b>	RB 2995: 749 - 755		Indirect- HP 2000DI LLC
<b>Total Pages:</b>	7		

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

<b>Recording Fee:</b>	\$12.00
<b>Consideration:</b>	\$35,500,000.00
<b>County Tax:</b>	\$39,050.00
<b>State Tax:</b>	\$92,300.00
<b>Tax Charge:</b>	\$131,350.00



RECEIVED

April 12, 2019

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

*Cynthia B. Forte*  
Cynthia B Forte - Register of Deeds

Doc: 2019011743  
Total Pages: 7

STATE OF SOUTH CAROLINA	)	
	)	TITLE TO REAL ESTATE
COUNTY OF BERKELEY	)	(Limited Warranty Deed)

KNOW ALL MEN BY THESE PRESENTS, that DUCK POND CREEK-SPE, LLC, a South Carolina limited liability company (the "Grantor") in the State aforesaid, for and in consideration of the sum of Thirty-Five Million Five Hundred Thousand and No/100 Dollars (\$35,500,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released and by these Presents does grant, bargain, sell and release, subject to the Permitted Exceptions, as hereinafter defined, unto HP 2000DI, LLC, a Georgia limited liability company (the "Grantee"), all of its right, title and interest in and to the following described property, to wit:

ALL that certain piece, parcel or tract of land, together with any buildings and improvements located thereon, situate, lying and being in the City of Charleston, Berkeley County, South Carolina, known and designated as PARCEL K-2, containing 25.378 acres, more or less, as shown on a plat thereof entitled "A PLAT SHOWING THE SUBDIVISION OF PARCEL K INTO PARCELS K-1 AND K-2 DANIEL ISLAND OWNED BY DUCK POND CREEK, LLC LOCATED IN THE CITY OF CHARLESTON BERKELEY COUNTY, SOUTH CAROLINA" prepared by Southeastern Surveying of Charleston, Inc., dated April 8, 2002, having latest revision date of June 18, 2003, and recorded on June 24, 2003, in the Office of the Register of Deeds for Berkeley County, South Carolina, in Plat Cabinet Q, Pages 39-B, Page 40-A, and 40-B; said tract of land having such size, shape, dimensions, buttings and boundings, more or less, as will by reference to said plat more fully appear.

AS IS CONDITION: Grantee has thoroughly inspected, and unconditionally and irrevocably approved, all elements comprising the Property, and all factors related to their use and operation, including without limitation, utilities, physical and functional aspects of the Property, the construction and condition of the Property, all environmental issues, if any, all matters affecting and relating to title and municipal and other legal requirements, including but not limited to taxes, assessments and bonds, zoning, use permits, business permits, licenses and similar entitlements. By acceptance of this Deed, Grantee acknowledges that they are acquiring the Property in "AS IS" and "WHERE IS, WITH ALL FAULTS" condition and has solely relied upon their own inspection and examination without recourse to Seller, except to the extent of Grantor's warranties in this Deed.

THIS being the property conveyed to Duck Pond Creek-SPE, LLC by deed of conveyance from Duck Pond Creek, LLC, dated July 18, 2003, and recorded July 21, 2003, in Book 3435, page 231, in the office of the Register of Deeds for Berkeley County, South Carolina.

TMS: 275-00-00-185

Grantee's Address:   c/o Holder Properties  
3300 Cumberland Parkway  
Suite 200  
Atlanta Georgia 30339

**Smith, Cox & Associates, LLP**  
P. O. Box 20458  
Charleston SC 29413-0458

THIS CONVEYANCE IS MADE SUBJECT TO all covenants, restrictions, conditions, restrictions, and other matters discussed on Exhibit A attached hereto (collectively the "Permitted Exceptions").

TOGETHER with all and singular, the rights, hereditaments and appurtenances to the said property belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said property before mentioned, subject to the Permitted Exceptions, unto the said Grantee, its successors and assigns, forever.

AND Grantor hereby covenants with the Grantee that Grantor will warrant and defend the title to said property, subject to the above stated Permitted Exceptions, against the lawful claims of all persons claiming by, under or through Grantor and no others.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the 12<sup>th</sup> day of April, 2019.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Grantor:

DUCK POND CREEK-SPE, LLC,  
a South Carolina limited liability company

By: Anthony E. Bakker  
Anthony E. Bakker, Managing Member

[Signature]  
signature of 1<sup>st</sup> witness

[Signature]  
signature of 2<sup>nd</sup> witness

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Anthony E. Bakker, Managing Member of Duck Pond Creek-SPE, LLC, a South Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 12<sup>th</sup> day of April, 2019.

[Signature]  
Notary Public for South Carolina  
Print Name of Notary: Geoffrey M. Smith  
My Commission Expires: 3.13.22

SEAL OF NOTARY

**GEOFFREY SMITH**  
Notary Public, State of South Carolina  
My Commission Expires 3/13/2022

**EXHIBIT A****PERMITTED EXCEPTIONS**

1. Fee in Lieu of Taxes, Taxes, and or Assessments for the year 2019 and subsequent years, not yet due and payable.
2. Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Zone, filed April 3, 2018, in Book 2711, Page 238-321 in the office of the ROD for Berkeley County, S.C., as amended by Acknowledgement and Consent For Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daniel Island Town Zone Regarding Tract K-2, and recorded simultaneously herewith in the said ROD Office.
3. Daniel Island Declaration of Master Restriction for Docks and Breakwalls dated November 13, 1996, and recorded in Book 965, page 47, on November 19, 1996; as amended by the Amended and Restated Daniel Island Declaration of Master Restrictions for Docks and Breakwalls dated November 9, 1998, and recorded in Book 1478, page 312, on November 9, 1998, in said ROD office, as the same may be further amended from time to time.
4. Development Agreement by and among the Harry Frank Guggenheim Foundation, Daniel Island Development Company, Inc., and the City of Charleston, dated as of June 1, 1995, recorded on June 23, 1995, in Book 681, page 300, in the office of the ROD for Berkeley County, S. C., as amended by First Amendment dated June 9, 1997, and recorded in Book 1092, page 275; as assigned by instrument filed in Book 1478, at page 307; as amended by Second Amendment recorded in Book 1695, page 74; as further amended by Third Amendment recorded in Book 1931, page 187; as amended by Fourth Amendment recorded in Book 2307, Page 275; and as may be further amended from time to time.
5. Declaration of Access and Parking Easement made by Duck Pond Creek, LLC, filed October 18, 1999, in Book 1769, page 1, and re-recorded in Book 1816, page 268, in said ROD Office.
6. That certain easement to South Carolina Electric & Gas Company dated February 10, 1999, and recorded February 24, 1999, in Book 1563, page 285, in the said ROD Office.
7. That certain right-of-way easement given by Duck Pond Creek, LLC, to Commissioners of Public Works of the City of Charleston, South Carolina, recorded July 13, 1999, in Book 1689, page 251, in said ROD office, as shown on the ALTA/NSPS Land Title Survey of Parcel K-2 prepared by Thomas & Hutton, dated December 13, 2018, with latest revision dated April 8, 2019.
8. That certain right-of-way easement given by Duck Pond Creek, LLC, to Commissioners of Public Works of the City of Charleston, South Carolina, recorded July 13, 1999, in Book 1689, page 255, in said ROD office, as shown on the ALTA/NSPS Land Title Survey of Parcel K-2 prepared by Thomas & Hutton, dated December 13, 2018, with latest revision dated April 8, 2019.
9. "Existing 40' Ingress/Egress Ease." as granted to Commissioners of Public Works of the City of Charleston, its successors and assigns, by deed of conveyance from Duck Pond Creek, LLC, to the Commissioners of Public Works of the City of Charleston, its successors and assigns, dated August 16, 2001, and recorded August 29, 2001, in Book 2391, at page 299, in the said ROD Office, as shown on the ALTA/NSPS Land Title Survey of Parcel K-2 prepared by Thomas & Hutton, dated December 13, 2018, with latest revision dated April 8, 2019.

**PERMITTED EXCEPTIONS – Continued**

10. The following matters as shown or noted on that certain ALTA/NSPS Land Title Survey of Parcel K-2 prepared by Thomas & Hutton, dated December 13, 2018, with latest revision dated April 8, 2019: a) 15' Water Easements; b) 20' Utility Easement; c) 20' Sewer Easement; d) 50' Landscape Buffer; e) 20' Visual Buffer; f) OCRM Critical Lines and critical marsh areas; g) Charleston Battery 8 x 20 Pylon Message Board; h) fire hydrants, water valves, water meters, sewer and storm manholes, grate inlets, curb inlet manholes, electrical cabinets, light poles as shown; i) flood zones.
11. Terms and provisions of that certain unrecorded "Fee In Lieu of Tax Agreement" by and among Berkeley County, South Carolina and Blackbaud, Inc., Duck Pond Creek, LLC, Three Lions, LLC, DI Partners, L.L.C., and Fairchild Street, LLC, dated June 1, 2001, as the same has been amended and assigned.
12. "Memorandum of Sign Agreement" by and among Duck Pond Creek-SPE, LLC, Charleston Battery, LLC and Daniel Island Town Association, Inc., in connection with a "Sign Agreement" dated October 12, 2015, which said Memorandum is dated October 15, 2015, and recorded October 22, 2015, in Book 2041, Page 984, in the said ROD Office.
13. Any right, title or interest of anyone whomsoever 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; riparian rights, title to the portion of the land which lies below the mean high water mark of rivers, creeks or ocean, nor title to any portion of the land that may be accreted as defined in the Coastal Tidelands and Wetlands Act, Section 48-39-10 et. seq. of the South Carolina Code of Laws, 1976, as amended.
14. Engineering calculations in computing the amount of acreage of the land.

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY ) 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 located at 2000 Daniel Island Drive, Charleston, SC 29492, bearing Berkeley County Tax Map Number 275-00-00-185, was transferred by Duck Pond Creek - SPE, LLC, a S.C. limited liability company to HP 2000DI, LLC, a Georgia limited liability company on April 12, 2019.

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, 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.

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$35,500,000.00.
(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 \$

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$35,500,000.00
(b) Place the amount listed in item 5 above here: 0.00
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: \$35,500,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$131,350.00

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller.

9. I further 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 12th day of April, 2019

[Signature] (SEAL)
Notary Public for South Carolina
Lynn Q. Waldrop
PRINT NAME OF NOTARY PUBLIC
My commission expires: 6-12-24

Duck Pond Creek-SPE, LLC
By: [Signature]
Anthony E. Bakker, Managing Member

