

**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 #:	2019017362	Return To:	SMITH COX & ASSOCIATES LLP
Receipt Number:	128429		PO BOX 20458
Recorded As:	DEED		CHARLESTON, SC, 29401
Recorded On:	May 24, 2019	Received From:	SMITH COX
Recorded At:	03:27:44 PM	Parties:	
Recorded By:	BEVERLY BLAKE		Direct- HOLLAND PARK LLC
Book/Page:	RB 3030: 389 - 395		Indirect- HP 1990DI LLC
Total Pages:	7		

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

Recording Fee:	\$12.00
Consideration:	\$6,475,000.00
County Tax:	\$7,122.50
State Tax:	\$16,835.00
Tax Charge:	\$23,957.50



RECEIVED

MAY 24, 2019

ASSESSOR

BERKELEY COUNTY SC  
 JANET B. JUROSKO

AUDITOR BERKELEY COUNTY SC

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

Doc: 2019017362  
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STATE OF SOUTH CAROLINA	)	
	)	TITLE TO REAL ESTATE
COUNTY OF BERKELEY	)	(Limited Warranty Deed)

KNOW ALL MEN BY THESE PRESENTS, that HOLLAND PARK, LLC, a South Carolina limited liability company (the "Grantor") in the State aforesaid, for and in consideration of the sum of Six Million Four Hundred Seventy-Five Thousand and No/100 Dollars (\$6,475,000.00) Dollars, 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 1990DI, LLC, a Georgia limited liability company (the "Grantee"), all of its right, title and interest in and to the following described property, to wit:

The land referred to herein below is situated in the County of Berkeley, State of South Carolina, and is described on Exhibit A attached hereto.

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

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

TOGETHER with 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, 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.

**Smith, Cox & Associates, LLP**  
**160 East Bay Street, Ste. 201**  
**Charleston, SC 29401**



EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the County of Berkeley, State of South Carolina, and is described as follows:

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-1, containing 11.056 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 (the "Plat"); 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.

TOGETHER WITH "New Ingress/Egress Access Easement and Cross Parking Easement" as shown on the Plat and as also described in that certain "Declaration of Access and Parking Easement" given by Duck Pond Creek, LLC, dated October, 1999, and filed October 18, 1999, in Book 1769, page 0001, and re-recorded December 22, 1999, in Book 1816, page 268, in the Office of the Register of Deeds for Berkeley County, S. C.

SAVING AND EXCEPTING that portion of the land as conveyed to Commissioners of Public Works of The City of Charleston by deed of conveyance from Duck Pond Creek, LLC, dated August 16, 2001, and filed August 29, 2001, in Book 2391, page 299, in the said Office of the Register of Deeds.

TMS: 275-00-00-086

Being that property conveyed by Three Lions, LLC to Holland Park, LLC by that deed dated February 5, 2016 and recorded as document number 2016003868, Book 2108, page 281 in the Office of the Register of Deeds for Berkeley County, S. C.

## EXHIBIT B

## 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.
3. 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 as re-recorded in Book 2376, page 335.
4. Terms, provisions and conditions of that certain 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.
5. 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.
6. 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.
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 255, in said ROD Office.
8. "Existing 40' Ingress/Egress Easement" 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.
9. All matters as shown or noted on that certain survey of the land prepared by Thomas & Hutton, dated March 7, 2019, with latest revision dated May 20, 2019.
10. 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.

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 1990 Daniel Island Drive, Charleston, SC 29492, bearing Berkeley County Tax Map Number 275-00-00-086, was transferred by Holland Park, LLC, a South Carolina limited liability company to HP 1990DI, LLC, a Georgia limited liability company on May 24 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  \$6,475,000.00 .
- (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:  \$6,475,000.00
- (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:  \$6,475,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:  \$23,957.50

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 Attorney .

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  
24<sup>th</sup> day of May, 2019

Notary Public for South Carolina

PRINT NAME OF NOTARY PUBLIC

My commission expires:                                      

Hellman Yates & Tisdale

By:  [Signature]

Its:  [Signature]

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