

*James H. Bayfield*



D September 21, 2017 10:28:40 AM  
Rec: \$11.00 Total: \$11.00  
Cons: \$0.00  
VICKI M. MCCARTHY - REGISTER OF DEEDS SUMTER COUNTY  
BY: RBC

RETURN TO: ATTORNEYS PLAYER & MCMILLAN  
File #4096-BEACH FOREST VILLAGE HOA

STATE OF SOUTH CAROLINA )  
 ) TITLE TO REAL ESTATE  
COUNTY OF SUMTER )

**KNOW ALL MEN BY THESE PRESENTS, That, DUNLAP PROPERTIES, a SOUTH CAROLINA LIMITED PARTNERSHIP, ("Grantor"), in the State aforesaid, in consideration of the premises and the sum of Ten and 00/100 (\$10.00) Dollars and no other monetary consideration, to the Grantor, in hand paid at and before the sealing of these presents by Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, BEACH FOREST VILLAGE PROPERTY OWNERS ASSOCIATION., INC., a non-profit corporation, for the uses and purposes and upon and subject to the terms, conditions, rights, restrictions, uses, covenants, reservations and easements as set forth herein, its Successors, Administrators and Assigns, forever in fee simple, together with every contingent remainder and right of reversion all of its right, title and interest in and to the property described on the attached *Schedule "A"*.**

This conveyance is subject to:

1. All visible, and recorded, easements, rights-of-way, restrictions, covenants and zoning ordinances affecting the same.
2. To the extent, if any, they apply to the property herein conveyed, those Restrictive Covenants recorded in the Office of the Register of Deeds for Sumter County in Book 902, at page 1612, and any Amendments thereto.
3. A perpetual easement appurtenant retained by the Grantor, his successors and assigns, for the continuation of and further expansion of the surface and sub-surface drainage of properties, including properties acquired in the future, of Grantor, his or her successors, assigns, associates and affiliates, provided by any of the properties herein conveyed, including the right to include any of the properties herein conveyed within any design, construction, and implementation of any drainage system for such properties. The property or portions thereof are included within a storm management plan implemented in compliance with the requirements of the South Carolina Stormwater Management and Sediment Reduction Act of 1991 (48-14-10, et. seq.),

Regulation 72-308. The property is conveyed with the understanding that it and related facilities will be maintained in compliance with this act and these regulations.

- 4. So long as Grantor or any of his affiliated entities are engaged in marketing the properties of Beach Forest subdivision, including any additions thereto, or any properties nearby, Grantor reserves for itself, its successors and assigns the use, without charge, of such portions of the clubhouse presently and historically used for marketing activities associated with real estate sales.
- 5. The easements and rights herein reserved shall run with the land and shall be binding upon the Grantee, its Successors, and Assigns.

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said GRANTEE, its Successors, Administrators and Assigns, forever in fee simple, together with every contingent remainder and right of reversion.

And the GRANTOR does hereby bind its Successors, Administrators and Assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE, its Successors, Administrators and Assigns, against itself and its Successors, Administrators and Assigns, claiming, or to claim the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 19<sup>th</sup> day of September, 2017.

IN THE PRESENCE OF:

**DUNLAP PROPERTIES, a SC  
Limited Partnership**

Camey Hendricks  
Witness #1:  
Printed Name Camey Hendricks

[Signature]  
TYLER B. DUNLAP, JR., General Partner

Janet B Beasley  
Witness #2 & Notary Public  
Printed Name: Janet B Beasley

[Signature]  
By: TBD Group, LLC by Tyler B. Dunlap, Jr.,  
Manager

STATE OF SOUTH CAROLINA )

ACKNOWLEDGMENT

COUNTY OF SUMTER )

I, Janet B Beasley, Notary Public for the State of South Carolina do hereby certify that, **TYLER B. DUNLAP, JR., General Partner, DUNLAP PROPERTIES, a South Carolina Limited Partnership, and as Manager of TBD Group, LLC**, personally came before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 19<sup>th</sup>

day of September, 2017.

Janet B Beasley (LS)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 3-6-19

**GRANTEE'S ADDRESS:**

**BEACH FOREST VILLAGE PROPERTY OWNERS ASSOCIATION., INC.  
1770 CAMDEN HWY  
SUMTER, SC 29153**

**\*\*TITLE NOT SEARCHED OR CERTIFIED BY PLAYER & MCMILLAN, LLC\*\*  
\*\*ONLY DEED PREPARED BY ATTORNEY PLAYER\*\***

## SCHEDULE "A"

**Parcel One:** ALL that certain piece, parcel or lot of land, with any improvements thereon, lying, being and situate in Sumter Township, County of Sumter, State of South Carolina, being shown and delineated as **Open Space 1, containing 3.07 acres**, on that plat prepared by Louis White Tisdale, RLS, dated March 8, 2017, and recorded in the Office of the Register of Deeds for Sumter County in **Plat Book 2017, at page 162.**

**Parcel Two:** ALL that certain piece, parcel or lot of land, with any improvements thereon, lying, being and situate in Sumter Township, County of Sumter, State of South Carolina, being shown and delineated as **Open Space 2, containing 7.73 acres**, on that plat prepared by Louis White Tisdale, RLS, dated March 8, 2017, and recorded in the Office of the Register of Deeds for Sumter County in **Plat Book 2017, at page 162.**

**Parcel Three:** ALL that certain piece, parcel or lot of land, with any improvements thereon, lying, being and situate in Sumter Township, County of Sumter, State of South Carolina, being shown and delineated as **Open Space 3, containing 20.07 acres**, on that plat prepared by Louis White Tisdale, RLS, dated March 8, 2017, and recorded in the Office of the Register of Deeds for Sumter County in **Plat Book 2017, at page 162.**

**Parcel Four:** ALL that certain piece, parcel or lot of land, with any improvements thereon, lying, being and situate in Sumter Township, County of Sumter, State of South Carolina, being shown and delineated as **Greenspace and Parking 4, containing 0.20 of an acre**, on that plat prepared by Louis White Tisdale, RLS, dated March 8, 2017, and recorded in the Office of the Register of Deeds for Sumter County in **Plat Book 2017, at page 162.**

**Parcel Five:** ALL that certain piece, parcel or lot of land, with any improvements thereon, lying, being and situate in Sumter Township, County of Sumter, State of South Carolina, being shown and delineated as **Greenspace 5, containing 0.18 of an acre**, on that plat prepared by Louis White Tisdale, RLS, dated March 8, 2017, and recorded in the Office of the Register of Deeds for Sumter County in **Plat Book 2017, at page 162.**

**Parcel Six:** ALL that certain piece, parcel or lot of land, with any improvements thereon, lying, being and situate in Sumter Township, County of Sumter, State of South Carolina, being shown and delineated as **Greenspace and Parking 6, containing 0.24 of an acre**, on that plat prepared by Louis White Tisdale, RLS, dated March 8, 2017, and recorded in the Office of the Register of Deeds for Sumter County in **Plat Book 2017, at page 162.**

**Parcel Seven:** ALL that certain piece, parcel or lot of land, with any improvements thereon, lying, being and situate in Sumter Township, County of Sumter, State of South Carolina, being shown and delineated as **Greenspace 7, containing 0.20 of an acre**, on that plat prepared by Louis White Tisdale, RLS, dated March 8, 2017, and recorded in the Office of the Register of Deeds for Sumter County in **Plat Book 2017, at page 162.**

**Parcel Eight:** ALL that certain piece, parcel or lot of land, with any improvements thereon, lying, being and situate in Sumter Township, County of Sumter, State of South Carolina, being shown and delineated as **Greenspace 8, containing 0.16 of an acre**, on that plat prepared by Louis White Tisdale, RLS, dated March 8, 2017, and recorded in the Office of the Register of Deeds for Sumter County in **Plat Book 2017, at page 162.**

**Parcel Nine:** ALL that certain piece, parcel or lot of land, with any improvements thereon, lying, being and situate in Sumter Township, County of Sumter, State of South Carolina, being shown and delineated as **Greenspace 9, containing 0.16 of an acre**, on that plat prepared by Louis White Tisdale, RLS, dated March 8, 2017, and recorded in the Office of the Register of Deeds for Sumter County in **Plat Book 2017, at page 162.**

**Reference being made to above referenced plat pursuant to South Carolina Code of Laws Section 30-5-250 (1976, as amended) for a more complete and accurate description as to the metes, bounds, courses and/or distances of the property delineated therein.**

**It is the Grantor's intent to convey all common areas, open spaces and green spaces designated as such on that plat prepared by Louis White Tisdale, RLS, dated March 8, 2017, and recorded in the Office of the Register of Deeds for Sumter County in Plat Book 2017, at page 162, on August 22, 2017, to the BEACH FOREST VILLAGE PROPERTY OWNERS ASSOCIATION, INC., (the Grantee) herein, for the uses and purposes and upon and subject to the terms, conditions, rights, restrictions, uses, covenants, reservations and easements set forth herein. The above described parcels are a portions of Sumter County TMS#202-07-01-014; 202-07-04-015; 202-07-05-001; 202-07-06-001 and 202-00-02-013.**

**Also Granted herein is an easement for the repair, upkeep and maintenance of the landscaping improvements located at the entrance and along the streets of the subdivision; subject however to the right of the Grantor, its successors and assigns to relocate, rearrange, or eliminate such portions thereof as may be necessary or convenient for access, utility placement, or other improvements benefitting Grantor's property.**

The above described parcels of land were conveyed to Tyler B. Dunlap, Jr., by deed of Emily B. Mason and Carol Mimms, Trustees of Trust B under the Last Will and Testament of Charles S. Mason, Jr. and Emily B. Mason dated October 4, 2002, and recorded on October 4, 2002, in Book 859, at page 472, records of Sumter County and a part of the same property in which Tyler B. Dunlap, Jr. conveyed a ninety-seven and one-half (97.5%) undivided interest to Dunlap Properties Limited Partnership by deed dated October 18, 2006, and recorded on October 19, 2006, in Book 1050, at page 61, records of Sumter County; subsequently, Tyler B. Dunlap, Jr. conveyed all of his right, title and interest in said property to Dunlap Properties Limited Partnership by deed dated May 22, 2012, and recorded May 22, 2012, in Book 1171, at page 1804 in the Office of the Register of Deeds for Sumter County.

STATE OF SOUTH CAROLINA ) AFFIDAVIT
COUNTY OF SUMTER )

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 are portions of Sumter County TMS#202-07-01-014; 202-07-04-015; 202-07-05-001; 202-07-06-001; and 202-00-02-013 was transferred by Tyler B. Dunlap, Jr., General Partner & as Manager of TBD Group, LLC, to BEACH FOREST VILLAGE PROPERTY OWNERS ASSOCIATION., INC., on September 19, 2017.

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) X exempt from the deed recording fee because (Exemption #1, not a transfer in consideration for money or money's worth & value considering encumbrances is less than one hundred (\$100.00) Dollars).

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 \$
(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 \$

4. 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. \$
(b) Place the amount listed in item 5 above \$
(If no amount is listed place zero here).
(c) Subtract line 6(b) from line 6(a) and place the result here. \$

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

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 19th day of September, 2017.

Notary Public for South Carolina
My Commission Expires: 3-6-2019

DUNLAP PROPERTIES, a SC LIMITED PARTNERSHIP
TYLER B. DUNLAP, JR., GENERAL PARTNER

**INFORMATION**

Except as provided in this paragraph, the term “value” means the consideration paid or to be paid in money or money’s worth for the realty. Consideration paid or to be paid in money’s worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money’s worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, “value” means the realty’s fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

**Exempted from the fee are deeds:**

- (1) Transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of the State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee’s interest in the partnership or trust. A “family partnership” is a partnership whose partners are all members of the same family. A “family trust” is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. “Family” means the grantor and the grantor’s spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A “charitable entity” means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent’s principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty;
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.