

## Document Prepared by:

Law Office of Timothy L. Cleveland  
 400 East Henry St., Spartanburg, SC 29302  
 File No. 10392

BMN: 1-31-00-055.00

Grantee Address:  
 PO Box 152  
 Campobello, SC 29322

DEED ONLY - NO TITLE EXAMINATION

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF SPARTANBURG )

**TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS, that we, **Derrick S. Hester and Debra S. Hester**, in consideration of **One (\$1.00) Dollar and contribution of property**, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto **New Cut Venture, LLC**, its successors and assigns, the following-described property:

All that certain piece, parcel or tract of land, with improvements thereon, lying, situate and being in the State of South Carolina, County of Spartanburg, being shown as Tract A, containing 2.05 acres, at the intersection of Campobello Road and New Cut Road, on plat prepared for Maurice W. Nodine dated September 30, 1980 by James V. Gregory, RLS, and recorded in Plat Book 85 at Page 760, ROD Office for Spartanburg County, S.C.

DERIVATION: This is the same property conveyed to the grantors by deed of C. W. Stewart, Jr., recorded September 7, 2010, in Deed Book 96-X, page 585, ROD Office of Spartanburg County.

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 grantee, and the grantee's successors and assigns forever. And the grantor does hereby bind the grantor and the grantor's heirs, executors and administrators to warrant and forever defend all and singular said premises unto the grantee and the grantee's successors and assigns against the grantor and the grantor's heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to conditions, reservations, restrictions and easements of record, if any.

DEE-2014-29625  
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 Office of Register of Deeds, Spartanburg, S.C.  
 Dorothy Earle, Register



WITNESS the grantors' hands and seals this 30<sup>th</sup> day of July, 2014.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Patricia D. Johnson  
(First Witness)

Derrick S. Hester  
Derrick S. Hester

Timothy L. Cleveland  
(Second Witness)

Debra S. Hester  
Debra S. Hester

\* \* \* \*

STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

ACKNOWLEDGMENT

I, Timothy L. Cleveland, a Notary Public for the County and State aforesaid, do hereby certify that Derrick S. Hester and Debra S. Hester personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official stamp or seal this 30<sup>th</sup> day of July, 2014.

Timothy L. Cleveland  
Notary Public for South Carolina

My Commission Expires: 10/24/21

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF SPARTANBURG     )

## 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 is located at Spartanburg County, bearing Spartanburg County Tax Map Number 1-31-00-055.00, was transferred by Derrick S. Hester and Debra S. Hester to New Cut Venture, LLC on July 30, 2014.
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 a distribution to a trust beneficiary.
  - (c) ☒ exempt from the deed recording fee because (See Information section of affidavit):  
contribution of property to LLC  
(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 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 (See Information section of this Affidavit.):
  - (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 \_\_\_\_\_.
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. 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 here: \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (c) Subtract Line 6(b) from Line 6(a) and place result here: \_\_\_\_\_
7. The deed recording fee due is based on the amount listed on 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 wilfully furnishes a false or fraudulent Affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand & No/100 (\$1,000.00) Dollars or imprisoned not more than one (1) year, or both.

SWORN to and subscribed  
before me this 30 day  
of July, 2014.

Debra S. Hester  
Responsible Person Connected with the Transaction

Debra S. Hester  
Print or Type Name Here

[Signature] (SEAL)  
Notary Public for South Carolina

My Commission Expires: 10/24/21

### 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 §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 this 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 of 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 mortgagor 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.