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LANCASTER COUNTY, SC	
2023009205	DEED
RECORDING FEES	\$15.00
STATE TAX	\$11830.00
COUNTY TAX	\$5005.00
PRESENTED & RECORDED	
07-25-2023	09:42:53 AM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: STEPHANIE KNIGHT	
BK:DEED 1690 PG:82-91	

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

WARRANTY DEED

In consideration of Four Million Five Hundred Fifty Thousand and No/100ths Dollars (\$4,550,000.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **LANCASTER MANOR II, LLC**, a South Carolina limited liability company ("Grantor"), as of ~~June~~ July 20, 2023, SUBJECT TO the Permitted Exceptions as defined herein, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release, unto **LANCASTER MANOR 2022 L.L.C.**, a Michigan limited liability company ("Grantee"), the following real property (the "Property"):

All that certain piece, parcel, lot or tract of land, together with all buildings, fixtures and other improvements thereon, if any, situate, lying and being in the County of Lancaster, State of South Carolina, which property is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

Tax Map Number: 0081A-0G-005.00

together with all the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise thereto incident or appertaining, TO HAVE AND TO HOLD, subject to the Permitted Exceptions, unto the Grantee, its successors and assigns, forever.

The Property is conveyed in "AS IS" "WHERE IS" PHYSICAL CONDITION, and Grantee, by acceptance of this deed, accepts the Property in its current physical condition, with all faults.

Except for claims with respect to the matters set forth on Exhibit B attached (the "Permitted Exceptions"), Grantor binds itself and its successors and assigns to warrant and defend the title of Grantee and its successors and assigns against Grantor and Grantor's successors and assigns lawfully claiming the same or any part thereof and no others.

Grantee's address:  
Lancaster Manor 2022 L.L.C.  
20250 Harper  
Detroit, MI 48225

*[Signature(s) on following page(s)]*

Grantor has caused this Warranty Deed to be executed by its authorized signatory to be effective as of the date first written above.

**GRANTOR:**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Jane Doe  
Witness #1

Dany Mante  
Witness #2

Lancaster Manor II, LLC,  
a South Carolina limited liability company

By: VOA Lancaster Manor, Inc., a South Carolina  
non-profit corporation

Its: Managing Member

By: Peter Desjardins  
Peter Desjardins

Its: Assistant Secretary/Assistant Treasurer

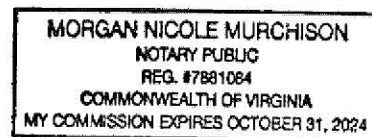
STATE OF Virginia )  
CITY OF Alexandria )  
COUNTY OF Alexandria )

**ACKNOWLEDGMENT**

I, Morgan Murchison, Notary Public for the State of  
Virginia, do hereby certify that the above-named Peter Desjardins, as the  
Assistant Secretary/Assistant Treasurer of VOA Lancaster Manor, Inc., a South Carolina non-profit  
corporation, as the Managing Member of Grantor, personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument; and is personally known to me or who was  
proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Witness my hand and official seal this the 26 day of June, 2023.

Morgan Nicole Murchison  
Notary Public  
My Commission Expires: 10/31/2024



[attach notary seal]

Exhibit A  
Property Description

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the City of Lancaster, County of Lancaster, State of South Carolina, containing 2.424 Acres and being more particularly shown and delineated on a plat prepared for Lancaster Manor, LLC, by Enfinger & Associates, Professional Land Surveyors, dated February 28, 2006, and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 2006, Page 222, and shown thereon as having the following boundaries and measurements, to-wit:

BEGINNING at a reference p.k. nail set in the intersection of Chesterfield Avenue and White Street; said reference mark having South Carolina State Plane NAD83 (CORS96-EPOCH 2002.0000) Grid Coordinates of 1,049,149.512 feet NORTH and 2,069,885.374 feet EAST; thence S77°41'10"E 49.99' to an existing number five rebar on the south margin right-of-way limits of Chesterfield Avenue and being designated as the POINT OF BEGINNING; said point being located 343.70' east of the centerline of South Main Street and being the northwest corner of Tract "A"; thence along and with the south margin right-of-way limits of Chesterfield Avenue N62°28'38"E 103.22' to an existing ½" iron pipe located on the south margin right-of-way limits of Chesterfield Avenue and being the northeast corner of Tract "A"; said point being the common corner of the Lancaster Manor LLC property and the Walter Derrick Jr. property; thence along and with the east boundary of Tract "A" and the common boundary of the Lancaster Manor LLC property and the Walter Derrick Jr. property S27°17'34"E 160.10' to an existing number six rebar in concrete and the corner of Tract "A", said point being the common corner of the Lancaster Manor LLC property and the Walter Derrick Jr. property; thence along and with the boundary of Tract "A" and the common boundary of the Lancaster Manor LLC property and the Walter Derrick Jr. property N84°50'51"E 65.98' to an existing ½" iron pipe; said point being the common corner of the Lancaster Manor LLC property and the Walter Derrick Jr. property; thence continuing along the boundary of Tract "A" N62°27'29"E 47.84' (passing an existing ½" iron pipe at 3.20' and being 0.24' south of the boundary of Tract "A"; said ½" iron pipe being the common boundary of the Walter Derrick Jr. property and the Thomas Faile property) to an existing number six rebar being the common corner of Tract "A" and Tract "C" and the common corner of the Lancaster Manor LLC property and the Thomas Faile property; said point being the northeast corner of Tract "A" and the northwest corner of Tract "C"; thence along the northern boundary of Tract "C" N63°45'20"E 26.92' to an existing ½" iron pipe being the northeast corner of Tract "C" and the common corner of the Lancaster Manor LLC property and the Thomas Faile property; said point also being the common corner of Tract "C" and Tract "D"; thence along and with the common boundary of the Lancaster Manor LLC property and the Thomas Faile property and the west boundary of Tract "D" N21°48'31"W 51.45' to an existing 1" iron pipe being the northwest corner of Tract "D"; said point being the common corner of the Lancaster Manor LLC property, the Thomas Faile property and the J.C. Crumpler and Archie Sweet Jr. property; thence along and with the north boundary of Tract "D" and the common boundary of the Lancaster Manor LLC property and the J.C. Crumpler and Archie Sweet Jr. property N66°37'21"E 50.06' to an existing ½" iron pipe being the common corner of the Lancaster Manor LLC property, the J.C. Crumpler and Archie Sweet Jr. property and the J.M. League property; thence continuing along the northern boundary of Tract "D" and the common boundary of the Lancaster Manor LLC property and the J.M. League property N66°15'10"E 62.60' to a number six rebar set on the current west margin right-of-way limits of South Market Street and being the northeast corner of Tract "D"; said point being S10°39'04"E 179.14' from an existing nail in the intersection of Chesterfield Avenue and South Market Street and also being S66°15'10"W 0.61' from an existing number four rebar being the property corner of the J.M. League property; thence along and with the current west margin right-of-way of South Market Street S23°41'46"E 71.76' to a number six rebar set on the current west margin right-of-way of South Market Street and being the common corner of the Lancaster Manor LLC property and the Charles A. Whaley property; thence along and with the southern boundary of Tract "D" and with the common boundary of the Lancaster Manor LLC

property and the Charles A. Whaley property S65°08'52"W 115.22' to an existing ½" iron pipe being the southwest corner of Tract "D" and the southeast corner of Tract "C"; said point being the common corner of the Lancaster Manor LLC property and the Charles A. Whaley property; thence along and with the southern boundary of Tract "C" and with the common boundary of the Lancaster Manor LLC property and the Charles A. Whaley property S65°08'57"W 25.67' to a number six rebar set being in the east most boundary of Tract "A" and also being the southwest corner of Tract "C"; said point being the common corner of the Lancaster Manor LLC property and the Charles A. Whaley property; thence along the east most boundary of Tract "A" and with the common boundary of the Lancaster Manor LLC property and the Charles A. Whaley property S24°04'25"E 64.95' to an existing ½" iron pipe being the southeast corner of Tract "A" and the northeast corner of Tract "B"; said point also being the common corner of the Lancaster Manor LLC property, the Charles A. Whaley property and the Marie Sligh property; thence along the east most boundary of Tract "B" and with the common boundary of the Lancaster Manor LLC property; the Marie Sligh property and the Charles L. Funderburk property S23°57'51"E 160.69' to an existing ½" iron pipe in the east most boundary of Tract "B" and being the common corner of the Lancaster Manor LLC property and the Charles L. Funderburk property; thence continuing along the east most boundary of Tract "B" and with the common boundary of the Lancaster Manor LLC property and the William L. Bowers property S23°57'51"E 54.66' to a number six rebar set on the northern margin right-of-way limits of Lancaster and Chester Railway (formerly the Southern Railway right-of-way); said point being the southeast most corner of Tract "B" and also being the common corner of the Lancaster Manor LLC property and the William L. Bowers property; thence along the southern boundary of Tract "B" and along and with the northern margin right-of-way limits of Lancaster and Chester Railway (formerly the Southern Railway right-of-way) S69°24'44"W 221.10' to an existing number six rebar located on the northern margin right-of-way limits of Lancaster and Chester Railway (formerly the Southern Railway right-of-way); said point being the southwest corner of Tract "B" and the southeast corner of Tract "G"; thence along the southern boundary of Tract "G" and along and with the northern margin right-of-way limits of Lancaster and Chester Railway (formerly the Southern Railway right-of-way) S68°58'28"W 33.45' to an existing number six rebar located on the northern margin right-of-way limits of Lancaster and Chester Railway (formerly the Southern Railway right-of-way); said point being the southwest most corner of Tract "G" and being the common corner of the Lancaster Manor LLC property and the James E. Cauthen and Dennis Cauthen property; thence along the west most boundary of Tract "G" and along the common boundary of the Lancaster Manor LLC property and the James E. Cauthen and Dennis Cauthen property N34°38'48"W 133.91' to a number six rebar set; said point being the common corner of the Lancaster Manor LLC property, the James E. Cauthen and Dennis Cauthen property and the Cauthen Enterprises property; thence continuing along the west most boundary of Tract "G" and along the common boundary of the Lancaster Manor LLC property and the Cauthen Enterprises property N33°46'29"W 105.20' to an existing number five rebar being the northwest corner of Tract "G" and being the common corner of the Lancaster Manor LLC property, the Cauthen Enterprises property and the Jesse Rathel property; thence along the northern boundary of Tract "G" and along the common boundary of the Lancaster Manor LLC property and the Jesse Rathel property N57°09'11"E 15.00' to a point being the northeast corner of Tract "G" and the northwest most corner of Tract "B"; said point being the common corner of the Lancaster Manor LLC property and the Jesse Rathel property; thence along the northern boundary of Tract "B" and along the common boundary of the Lancaster Manor LLC property and the Jesse Rathel property N57°09'11"E 74.31' to a point being 0.45' southwest of the southeast corner of a concrete block wall at the south face of said wall; said point being in the north most boundary of Tract "B" and being the common corner of Tract "B" and Tract "A"; said point also being the common corner of the Lancaster Manor LLC property and the Jesse Rathel property; thence along the west most boundary of Tract "A" and along the common boundary of the Lancaster Manor LLC property and the Jesse Rathel property N27°50'52"W 210.93' to the POINT OF BEGINNING and containing 2.424 ACRES and being the property shown on map of "PLAT OF ALTA/ACSM SURVEY FOR LANCASTER MANOR, LLC", file LSAQAACA dated February 28, 2006 as surveyed by Enfinger & Associates Professional Land Surveyors.

This being the same property conveyed to Lancaster Manor II, LLC by deed of Lancaster Manor, LLC, dated June 6, 2006, and recorded June 7, 2006, in Book 338, Page 186.

TAX MAP NUMBER: 0081A-0G-005.00

Exhibit B  
Permitted Encumbrances

1. Rights of tenants, as tenants only, under unrecorded leases.
2. Use Agreement by and between Lancaster Apts. Associates, L. P., and Secretary of Housing and Urban Development recorded in the Office of the Register of Deeds for Lancaster County, on December 13, 2005, in Mortgage Book 1431, Page 140; as modified by Assumption and Modification of Use Agreement by Lancaster Manor, LLC, and Secretary of Housing and Urban Development, dated and recorded February 28, 2006, in Mortgage Book 1466, Page 55.
3. Agreement as to Restrictive Covenants by and between Lancaster Manor, LLC and the South Carolina State Housing Finance and Development Authority, dated April 7, 2006, and recorded in the Office of the Register of Deeds for Lancaster County on June 7, 2006, in Book 338, Page 177.
4. All easements and matters of survey shown on the Plat of ALTA/ACSM Land Title Survey for Lancaster Manor II, LLC, prepared by Enfinger & Associates, Professional Land Surveyors, dated February 21, 2008, and recorded March 11, 2008, in Book 2008, Page 205, in the Office of the Register of Deeds for Lancaster County, South Carolina, showing Tracts A, B, C, and D, including, but not limited to the following:
  - a. Fire Protection Valves and Fire Hydrants;
  - b. 30' Front Bld. Setback line, 10' Side Bld Setback Line, and 20' Rear Bld Setback Lines;
  - c. Water Lines;
  - d. Electrical Transformers, Electric Meters, and Electrical Conduits;
  - e. Aerial Power Lines and Power Poles;
  - f. Telephone and Cable Conduit;
  - g. Fence projection into Lancaster & Chester Railway Right of Way;
  - h. Storm Sewer Manholes, Curb Inlets, Drop Inlets, Storm Sewer Lines;
  - i. Sanitary Sewer Lines and Sanitary Sewer Cleanout;
  - j. Surface Drainage Swale;
  - k. 8' Tall Chain Link Fence, and other Chain Link Fences;
  - l. Oil Tank; and
  - m. Lancaster and Chester Railway right of way.



STATE OF SOUTH CAROLINA   )  
COUNTY OF LANCASTER       )

**AFFIDAVIT**

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 201 Chesterfield Avenue, Lancaster, South Carolina bearing County Tax Map Number 0081A-0G-005.00, was transferred by Lancaster Manor II, LLC to Lancaster Manor 2022 L.L.C. on ~~June 20~~, 2023.  
July

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):  
\_\_\_\_\_. (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 \$4,550,000.00
- (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. 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: \$4,550,000.00
- (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: \$4,550,000.00

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$16,835.00.

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

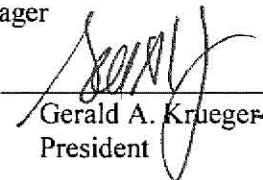

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

**Responsible Person Connected with the Transaction**

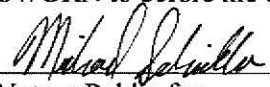
**Lancaster Manor 2022 L.L.C.,**  
a Michigan limited liability company

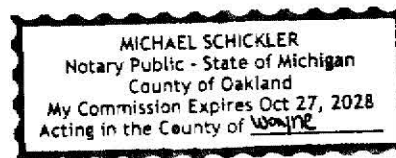
By: MCFAH South Carolina L.L.C., a Delaware limited liability company  
Its: Managing Member

By: American Community Developers, Inc., Michigan corporation  
Its: Manager

By:   
Gerald A. Krueger  
Its: President 

SWORN to before me this date: June 30, 2023.

  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





## 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. (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.) 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 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 as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as 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 the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, 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;
- (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 proceeding;
- (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.