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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Master-In-Equity

Mikell R. Scarborough, Master-In-Equity for Charleston County

Appellate Case No. 2015-001146
Trial Court Case No. 2013-CP-10-1225

Kiawah Resort Associates, L.P., a Delaware Limited Partnership, and Kiawah Development Partners II LLC., — Appellants/Respondents,

v.

Kiawah Island Community Association, Inc., a South Carolina Not-for-Profit Corporation, — Respondent,

and

Kiawah Property Owners Group, Inc., and Inlet Cove Club Homeowners Association, Inc. — Respondents/Appellants

RECORD ON APPEAL
(VOLUME 6 OF 6)

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BK J 248PG325

STATE OF SOUTH CAROLINA	)	AGREEMENT TO ENTER INTO
	)	A CONTRACT OF SALE
COUNTY OF CHARLESTON	)	(Town "Swap" Parcels)

WHEREAS, Kiawah Resort Associates, L.P., a Delaware limited partnership, (hereinafter sometimes referred to as "KRA, L.P."), and the Town of Kiawah Island, a municipal corporation organized and existing under the laws of the State of South Carolina (hereinafter sometimes referred to as the "Town"), entered into that certain Development Agreement regarding aspects of the overall future development of Kiawah Island, S.C., which agreement is dated the 21st day of July, 1994 (the "Development Agreement"); and

WHEREAS, pursuant to the terms of the Development Agreement, KRA, L.P. and the Town have agreed that the Town may, at some future date, desire to convey to KRA, L.P., its property at Kiawah River Commons (which said property is more particularly described on Exhibit "A" attached hereto, incorporated herein by reference and hereinafter referred to as the "Town Parcel") in exchange for either of the following:

(i) a 3.5 acre tract located on Beachwalker Road currently owned by KRA, L.P., located within the 7.807 acre tract of land shown on a plat by Southeastern Surveying, Inc., attached hereto as Exhibit "B" and incorporated herein by reference, the ultimate size, shape, dimensions, and location of such 3.5 acre tract to be reasonably determined between KRA, L.P., its successors and assigns and the Town (such 7.807 acre tract of land is hereinafter sometimes referred to as the "Beachwalker Property", and the approximately 3.5 acre parcel to be subdivided therefrom is hereinafter sometimes referred to as the "Beachwalker Parcel"); or,

(ii) a 3.0 acre tract of land, located within the approximately 8-10 acre tract of land on the west side of the Kiawah Island Parkway approximately 1/2 mile northwest of the Kiawah Island Bridge, depicted on Exhibit 15.7 of the Development Agreement, which property is currently owned by a third party but KRA, L.P. is currently pursuing the acquisition thereof; the ultimate size, shape, dimensions, and location of such 3.0 acre parcel to be reasonably determined between KRA, L.P., its successors and assigns, and the Town (such 8-10 acre parcel is hereinafter sometimes referred to as "Andell Property", and the approximately 3.0 acre parcel to be subdivided therefrom is hereinafter sometimes referred to as the "Andell Parcel"); and

WHEREAS, the parties have agreed to enter into the within Agreement to Enter into a Contract of Sale to evidence the terms and conditions of the exchange and acquisition of properties if the Town desires to exercise its right for such exchange under the Development Agreement,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for/and in consideration of the premises and the mutual promises contained in the Development Agreement, and further in consideration of the sum of One and No/100 ($1.00) Dollar paid each to the other, the parties hereto agree as follows:

Article I

Exchange Options

Section 1.01 Exchange for Beachwalker Parcel (the "Beachwalker Agreement")

Until June 30, 1996, (the "Exchange Expiration Date",) the Town shall have the right to exchange the Town Parcel for the Beachwalker Parcel, upon the following terms and conditions:

1. Should the Town decide to exercise its right to exchange the Town Parcel for the Beachwalker Parcel, the Town shall notify KRA, L.P. of such decision in accordance with the notice provisions of Paragraph 34.(h) of the Development Agreement.

2. Upon receipt of such written notification, the parties shall have thirty (30) days in which to determine the ultimate size, shape, location and configuration of the Beachwalker Parcel. Once such final configuration has been determined, a plat thereof shall be prepared for approval by the Town and placement of record in the R.M.C. Office for Charleston County, S.C. (the "R.M.C. Office"), with the cost of the preparation and recording of said plat to be borne equally by KRA, L.P. and the Town.

3. Upon the determination by the parties of the final configuration of the Beachwalker Parcel, and prior to the recordation of the aforesaid plat in the R.M.C. Office, the parties agree to enter into a Contract of Sale for the Beachwalker Parcel, in substantially the same form and content, and subject to the same covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Exhibit "C" attached hereto and incorporated herein by reference (the "Beachwalker Contract").

4. Upon the closing of the acquisition of the Beachwalker Parcel by the Town, the Town shall simultaneously convey the Town Parcel to KRA, L.P., in accordance with the terms and provisions of the Beachwalker Contract. Immediately upon the recordation in the R.M.C. Office of the deed from KRA, L.P. to the Town for the Beachwalker Parcel, and the deed from the Town to KRA, L.P. for the Town Parcel, this Agreement shall become null and void and of no further force and effect, and the parties shall execute a full and complete release from the terms of the within Agreement and the provisions of Paragraph 15.(b)(i), (ii), and (iii) of the Development Agreement.

5. If the parties are unable to agree on the final size, shape, location and configuration of the Beachwalker Parcel as set forth in paragraph 2 above within the specified thirty (30) day period, the parties hereto agree that the Town's right to exercise its acquisition rights under the Beachwalker Agreement shall thereupon become null and void and of no further force and effect, and the Town further agrees to execute and deliver to KRA, L.P. promptly thereafter, a full and complete release from the within Beachwalker Agreement and its rights pertaining to the Beachwalker Property set forth herein and in the Development Agreement. Such release shall not affect the rights of the Town in connection with the Andell Property as set forth in Section 1.02 hereof.

6. If, prior to the Exchange Expiration Date, KRA, L.P. receives a reasonable offer from a third party for all or any portion of the Beachwalker Property, KRA, L.P. shall notify the Town of such offer in accordance with the notice provisions of Paragraph 34.(h) of the Development Agreement, and the Town shall have ninety (90) days in which to exercise its rights under the Beachwalker Agreement, or the same shall thereupon become null and void and of no further force and effect as to the portion of the Beachwalker Property to be conveyed by KRA, L.P. to such third party, and the Town further agrees to execute and deliver to KRA, L.P., a full and complete release of its acquisition rights in such portion of the Beachwalker Property under the within Beachwalker Agreement, and its rights pertaining to such portion of the Beachwalker Property set forth in the Development Agreement. Such release shall not affect the rights of the Town in connection with the remainder of the Beachwalker Property or its rights in connection with the Andell Property as set forth in Section 1.02 hereof.

Section 1.02 Exchange for Andell Parcel (the "Andell Agreement")

Until the Exchange Expiration Date, the Town shall have the right to exchange the Town Parcel for the Andell Parcel, upon the following terms and conditions.

1. If, prior to the Exchange Expiration Date, KRA, L.P. and/or an affiliate thereof, has acquired the Andell Property and such permits as are necessary to develop the Andell Property into a proposed reception and/or civic center, KRA, L.P. shall immediately provide the Town with written notice of the acquisition of the Andell Property and receipt of such permits in accordance with the notice provisions set forth in paragraph 34.(h) of the Development Agreement.

2. Should the Town decide to exercise its right to exchange the Town Parcel for the Andell Parcel, the Town shall notify KRA, L.P. of such decision in accordance with the notice provisions set forth in paragraph 34.(h) of the Development Agreement.

3. Upon receipt of such written notification, the parties shall have thirty (30) days in which to determine the ultimate size, shape, location and configuration of the Andell Parcel. Once such final configuration has been determined, a plat thereof shall be prepared for approval by the Charleston County Planning Board and placement of record in the R.M.C. Office, with the cost of the preparation and recording of said plat to be borne equally by KRA, L.P. and the Town.

4. Upon the determination by the parties of the final configuration of the Andell Parcel, and prior to the recordation of the aforesaid plat in the R.M.C. Office, the parties agree to enter into a Contract of Sale for the Andell Parcel in substantially the same form and content, and subject to the same covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Exhibit "D" attached hereto and incorporated herein by reference (the "Andell Contract").

5. Upon the closing of the acquisition of the Andell Parcel by the Town, the Town shall simultaneously convey the Town Parcel to KRA, L.P., in accordance with the terms and provisions of the Andell Contract. Immediately upon the recordation in the R.M.C. Office of the deed from KRA, L.P. to the Town for the Andell Parcel, and the deed from the Town to KRA, L.P. for the Town Parcel, this Agreement shall become null and void and of no further force and effect, and the parties shall execute a full and complete release from the terms of the within Agreement and the provisions of Paragraph 15.(b)(i), (ii), and (iii) of the Development Agreement.

6. If the parties are unable to agree on the final size, shape, location and configuration of the Andell Parcel as set forth in paragraph 3 above within the specified thirty (30) day period, the parties hereto agree that the Town's right to exercise its acquisition rights under the Andell Agreement shall thereupon become null and void and of no further force and effect, and the Town further agrees to execute and deliver to KRA, L.P. promptly thereafter, a full and complete release from the within Andell Agreement and its rights pertaining to the Andell Property set forth herein and in the Development Agreement. Such release shall not affect the rights of the Town, if any, at such time, in connection with the Beachwalker Property as set forth herein.

7. If, after acquisition of the Andell Property and prior to the Exchange Expiration Date, KRA, L.P. receives a reasonable offer from a third party for all or any portion of the Andell Property, KRA, L.P. shall notify the Town of such offer in accordance with the notice provisions set forth in paragraph 34.(h) of the Development Agreement, and the Town shall have ninety (90) days in which to exercise its rights under the Andell Agreement, or the same shall thereupon become null and void and of no further force and effect as to the portion of the Andell Property to be conveyed by KRA, L.P. to such third party, and the Town further agrees to execute and deliver to KRA, L.P. promptly thereafter, a full and complete release of such portion of the Andell Property from the within Andell Agreement, and its rights pertaining to such portion of the Andell Property set forth in the Development Agreement. Such release shall not affect the rights of the Town, if any, at such time, in connection with the Beachwalker Property as set forth herein, or its rights in connection with the remainder of the Andell Property.

Nothing contained in the foregoing Andell Agreement shall obligate KRA, L.P., its successors and assigns, or affiliates to pursue or otherwise negotiate for the acquisition of the Andell Property, and the failure or inability of KRA, L.P., its successors or assigns, or affiliates, to acquire the Andell Property shall not in any way be considered a breach of, or event of default under, the within Agreement to Enter into a Contract of Sale, or the Development Agreement.

APPLICABLE LAW

This Agreement shall governed by the laws of the State of South Carolina.

NOTICES

Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given in such manner and to such addresses as are set forth in Paragraph 34.(h) of the Development Agreement.

SUCCESSORS AND ASSIGNS

The covenants and agreements in the within Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, their successors and assigns.

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties hereto and neither this Agreement nor any provision thereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this 26th day of July, in the year of our Lord One Thousand Nine Hundred and Ninety-Four, in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed in its name by Mary D. Melvin, its Mayor, and attested to by ANNIS P. DELAMERE, its Clerk of Council, its officers thereunto duly authorized, and its seal to be hereunto affixed, this 26th day of July, in the year of our Lord One Thousand Nine Hundred and Ninety-Four, in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

A. Trenholm Walker

TOWN OF KIAWAH ISLAND
(SEAL)

By: Mary D. Melvin
Mary D. Melvin
Its: Mayor

Attest: Annis P. DeLamere
Its: Clerk of Council

BUIST/KRALP/DEVELSWAP.CON

July 11, 1994

Exhibit "A"

Description of Town Parcel

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, containing approximately 1.363 acres of highland and 0.664 acres of marsh, totalling 2.027 acres, and shown and designated as "Lot 204" on a plat by Southeastern Surveying, Inc., entitled "A PLAT OF CORPORATE OFFICES PHASE I AND A PORTION OF PHASE II SUBDIVISION 416 Owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" dated October 14, 1992, and recorded in Plat Book CK at page 122, in the office of the Register of Mesne Conveyances for Charleston County, S.C., (hereinafter the "R.M.C. Office"), said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

July 11, 1994

BK J 248PG332

Exhibit "B"

Description of Beachwalker Property

All that certain piece, parcel or tract of land, situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, containing 7.807 acres, more or less, and shown on a plat by Southeastern Surveying, Inc., entitled "**A PLAT SHOWING THE SUBDIVISION OF A 7.807 ACRE TRACT AND A 1.632 ACRE TRACT *OWNED BY KIAWAH RESORT ASSOCIATES LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA***", dated February 10, 1992, and recorded in Plat Book CG at page 70, in the R.M.C. Office for Charleston County, South Carolina, said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

Exhibit "C"

July 11, 1994

Beachwalker Contract
(TO BE SIGNED UPON AGREEMENT AS TO THE
LOCATION OF BEACHWALKER PARCEL IN ACCORDANCE WITH
SECTION 1.01 (3.) OF THE AGREEMENT TO
ENTER INTO CONTRACT OF SALE)

With copy of Proposed Deed to Town for Beachwalker Parcel
and
copy of proposed Deed to KRA, L.P. for Town Parcel attached

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT FOR CONVEYANCE
OF
THE BEACHWALKER PARCEL

WHEREAS, Kiawah Resort Associates, L.P., a Delaware limited partnership, (hereinafter sometimes referred to as "KRA, L.P."), and the Town of Kiawah Island, a municipal corporation organized and existing under the laws of the State of South Carolina (hereinafter sometimes referred to as the "Town"), entered into that certain Development Agreement regarding aspects of the overall development of Kiawah Island, S.C., which is dated the _____ day of July, 1994 (the "Development Agreement"); and

WHEREAS, pursuant to the terms of Paragraph 15.(b)(i), (ii) and (iii) of the Development Agreement, KRA, L.P. and the Town entered into that certain Agreement to Enter into a Contract of Sale dated July ____, 1994 (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, the Town desires to acquire the below-described property located on Beachwalker Drive, in the Town of Kiawah Island, S.C. (the "Beachwalker Parcel"), in accordance with the terms and conditions set forth herein,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for/and in consideration of the sum of Five and No/100 ($5.00) Dollars to it in hand paid by the Town of Kiawah Island, Kiawah Resort Associates, L.P. agrees to convey, and the Town agrees to accept, by Quit-Claim deed, the following described real estate upon the terms and conditions set forth below:

DESCRIPTION OF THE BEACHWALKER PARCEL TO BE ATTACHED

ARTICLE I

PURCHASE PRICE AND MANNER OF PAYMENT

Section 1.01

The Purchase Price is Three Hundred Thirty Four Thousand One Hundred Sixty Two and 50/100 ($334,162.50) Dollars, payable by means of the exchange of title to the Town's property at Kiawah River Commons, in the Town of Kiawah Island, S.C., more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Town Parcel"), having an agreed value of said $334,162.80 amount.

ARTICLE II

TITLE

Section 2.01.

KRA, L.P. shall convey to the Town title to the Beachwalker Parcel by Quit-Claim deed, free and clear of all liens and encumbrances except those covenants, conditions, rights, easements, restrictions, and reservations as are set forth in the proposed quit-claim deed attached hereto as Exhibit "B", and incorporated herein by reference.

In the event the Town finds any defects in the title to the Beachwalker Parcel, the Town shall notify KRA, L.P. in writing no later than thirty (30) days after the execution of this Agreement for Conveyance of the Beachwalker Parcel, of such defects and KRA, L.P. shall have thirty (30) days within which to correct the same. If KRA, L.P. is unable or unwilling to correct such title defects in the time prescribed, the Town shall have the option either to (a) accept such title as KRA, L.P. can convey without any diminution in the purchase price; or (b) to such other remedies as are provided in the Development Agreement.

Section 2.02.

The Town shall simultaneously convey to KRA, L.P. title to the Town Parcel by Quit-Claim deed, free and clear from all liens and encumbrances except those covenants, conditions, rights, easements, restrictions, and reservations as are set forth in the proposed quit-claim deed attached hereto as Exhibit "C", and incorporated herein by reference.

In the event KRA, L.P. finds any defects in the title to the Town Parcel, KRA, L.P. shall notify the Town in writing no later than thirty (30) days after the execution of this Agreement for Conveyance of the Beachwalker Parcel of such defects and the Town shall have thirty (30) days within which to correct the same. If the Town is unable or unwilling to correct such title defects in the time prescribed, KRA, L.P. shall have the option either to (a) accept such title as the Town can convey without any diminution in the purchase price; or (b) to such other remedies as are provided in the Development Agreement.

ARTICLE III

CLOSING ADJUSTMENTS

Section 3.01

The following are to be apportioned as of midnight on the day prior to the actual closing date:

1. Real estate taxes and user fees on the basis of the current calendar year; and

2. Applicable Kiawah Island Community Association assessments.

Section 3.02

Closing Costs shall be paid as follows:

In connection with the conveyance of the Beachwalker Parcel to the Town:

(a) KRA, L.P. shall provide or pay for (i) attorneys fees for the account of KRA, L.P.; (ii) for the preparation of deed (iii) the cost of documentary stamps; (iv) the preparation of and cost for recording any mortgage or lien releases and/or satisfactions; (v) property taxes pro-rated as set forth in Section 3.01 above; and (vii) and any other costs agreed to herein.

(b) The Town shall provide or pay for (i) attorneys fees for the account of the Town; (ii) the examination of title to the Beachwalker Parcel; (iii) recording fees; (iv) title insurance premiums; (v) the cost of the Town's due diligence; and, if applicable, (vi) the preparation of other closing documents.

In connection with the conveyance of the Town Parcel to KRA, L.P.:

(a) The Town shall provide or pay for (i) attorneys fees for the account of the Town; (ii) for the preparation of deed (iii) the cost of documentary stamps; (iv) the preparation of and cost for recording any mortgage or lien releases and/or satisfactions; (v) property taxes pro-rated as set forth in Section 3.01 above; and (vii) and any other costs agreed to herein.

(b) KRA, L.P. shall provide or pay for (i) attorneys fees for the account of KRA, L.P.; (ii) the examination of title to the Town Parcel; (iii) recording fees; (iv) title insurance premiums; (v) the cost of KRA, L.P.'s due diligence; and, if applicable, (vi) the preparation of other closing documents.

ARTICLE IV

CLOSING

Section 4.01

The closing shall be held sixty (60) days from the date of full execution hereof, at the office of Thomas G. Buist, Esq., 200 Meeting Street, Suite 410, Charleston, South Carolina, or at such other place, time and date as shall be mutually agreed in writing by KRA, L.P. and the Town, the TIME OF CLOSING BEING OF THE ESSENCE (the "Closing").

ARTICLE V

APPLICABLE LAW

Section 5.01.

This Agreement for Conveyance of the Beachwalker Parcel shall be governed by the laws of the State of South Carolina.

ARTICLE VI

NOTICES

Section 6.01.

Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given in such manner and to such addresses as are set forth in Paragraph 34.(h) of the Development Agreement.

ARTICLE VII

SUCCESSORS AND ASSIGNS

Section 7.01.

The covenants and agreements in the within Agreement for Conveyance of the Beachwalker Parcel shall apply to, inure to the benefit of, and be binding upon the parties hereto, their successors and assigns, their respective successors in interest, their heirs, personal representatives and assigns.

ENTIRE AGREEMENT

This Agreement for Conveyance of the Beachwalker Parcel shall constitute the entire agreement between the parties hereto and neither this Agreement nor any provision thereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP. SEAL)

Its: General Partner

By: _____
Charles S. Way, Jr.

Its: President

By: _____
Betty R. Crow

Its: Secretary

IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed in its name by _____, its Mayor, and attested to by _____, its Clerk of Council, its officers thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

TOWN OF KIAWAH ISLAND
(SEAL)

By: _____

Its: Mayor

Attest: _____

Its: Clerk of Council

BUIST/KRALP/DEVELSWAP.CON

July 11, 1994

Exhibit "A"

Description of Town Parcel

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, containing approximately 1.363 acres of highland and 0.664 acres of marsh, totalling 2.027 acres, and shown and designated as "Lot 204" on a plat by Southeastern Surveying, Inc., entitled "A PLAT OF CORPORATE OFFICES PHASE I AND A PORTION OF PHASE II SUBDIVISION 416 Owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" dated October 14, 1992, and recorded in Plat Book CK at page 122, in the office of the Register of Mesne Conveyances for Charleston County, S.C., (hereinafter the "R.M.C. Office"), said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

July 11, 1994

Exhibit "B"

Proposed Quit-Claim Deed from KRA, L.P.
to the Town for the Beachwalker Parcel

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

INDENTURE QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as the L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Town of Kiawah Island, a municipal corporation organized and existing under the laws of the State of South Carolina (hereinafter sometimes referred to as the "Town" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, and the exchange of property having an agreed value of Three Hundred Thirty Four Thousand One Hundred Sixty Two and 50/100 ($334,162.50) Dollars, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Town of Kiawah Island, the following described property, to-wit:

DESCRIPTION OF THE BEACHWALKER PARCEL TO BE ATTACHED

TMS Number:

Address of Grantee: Town Hall
7-1 Beachwalker Office Park
Kiawah Island, SC 29455

This conveyance is made subject to the following:

(a) Charleston County, S.C. ad valorem taxes for _____, not yet due and payable, and ad valorem taxes for all subsequent years.

(b) Unrecorded easements, if any, for utility lines and facilities existing at the time of the conveyance from Ronald D. Royal, et al. to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office, as set forth in paragraph "(c)" on page 7 thereof.

(c) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

(d) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 406 in the R.M.C. Office.

(e) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

(f) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. executed by Kiawah Island Community Association, Inc. and Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 407 in the R.M.C. Office.

(g) Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O125, page 163 in the R.M.C. Office.

(h) Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K139, page 58 in the R.M.C. Office.

(i) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the R.M.C. Office.

(j) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the R.M.C. Office.

(k) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the R.M.C. Office.

(l) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the R.M.C. Office.

(m) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the R.M.C. Office.

(n) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the R.M.C. Office, assigning certain rights under the aforesaid restrictions, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC", dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the R.M.C. Office.

(o) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

(p) Declaration of Special Covenants and Restrictions (Non-Competition) executed by KRA, dated March 31, 1989, and recorded in Book E183, page 345 in the R.M.C. Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in said R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M191, page 671 in said R.M.C. Office.

(q) Agreement by and between St. John's Water Company, Inc. and Kiawah Island Utility, Inc., dated April 12, 1978, and recorded in Book O121, page 365, in the R.M.C. Office.

(r) Agreement entered into by and between Kiawah Resort Associates and Edgar A. Buck and Margaret B. Buck dated February 10, 1989, and recorded in Book W181, page 643 in the R.M.C. Office.

(s) Any lawful, constitutional interest in either the State of South Carolina or Federal Government created, or limitations on use imposed, by the Federal Coastal Management Act or other Federal law or by S. C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-250 through 48-39-360, as amended, or any regulations promulgated pursuant to said State or Federal laws, inclusive of South Carolina Coastal Council and U. S. Army Corps of Engineers regulations, and such rights as the public may enjoy to the use of property lying below the mean high water mark.

(t) Easements, construction/improvement setbacks and other building/use criteria as shown on the aforesaid plat recorded in Plat Book _____, at page _____, in the R.M.C. Office.

(u) The covenant and restriction that for 99 years from the date hereof, neither the Beachwalker Parcel nor any part thereof shall be used by or leased or otherwise made available to any person, corporation or other entity (other than Kiawah Island Real Estate, Inc., its successors, assigns, parent company, and/or its permittees) for the purpose of conducting a business which includes real estate sales, real estate brokerage, real estate leasing or subleasing, property management, real estate marketing, real estate management, or the renting, as principal or agent, of villas, condominiums or houses or any one of such aforesaid activities or similar activities. Nothing in this paragraph shall be deemed to prohibit any activity carried on now or in the future by Kiawah Island Real Estate, Inc., its successors, assigns, parent company, and/or its permittees, on or with respect to the Beachwalker Parcel.

(v) The Grantee also hereby covenants and agrees for itself, its successors and assigns, that in the event the Grantee, its successors and assigns, desires to sell all or any part of the Beachwalker Parcel and any improvements thereon, it shall be first offered for sale to the Grantor, its successors and assigns, for the same price and under such terms contained in said offer which has been made for such property and improvements, and the Grantor, its successors and assigns, shall have thirty (30) days within which to purchase said property and improvements at this price; and should the Grantor, its successors and assigns, fail or refuse, within thirty (30) days after receipt of written notice of said price and terms, to exercise its right of first refusal to purchase such property and improvements, the Grantee, its successors and assigns, shall have the right to sell said property and improvements to third parties at a price not lower than that at which it was offered to the Grantor, its successors and assigns. Should, however, such sale not be consummated within six (6) months from the date of the offer transmitted to Grantor, its successors and assigns, the terms and limitations of this paragraph shall again be imposed upon any sale by the Grantee, its successors and assigns.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Town of Kiawah Island, its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, 19_____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed in its name by _____, its Mayor, and attested to by _____, its Clerk of Council, its officers thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

TOWN OF KIAWAH ISLAND
(SEAL)

By: _____

Its: Mayor

Attest: _____

Its: Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Town of Kiawah Island, by _____, its Mayor, and attested by _____, its Clerk of Council, sign and seal the within written instrument, and said municipal corporation by said duly authorized elected officials did deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
____ day of _____, 19____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/KRALP/DEVELSWAP.CON

July 11, 1994

Exhibit "C"

Proposed Quit-Claim Deed from the Town
to KRA, L.P. for the Town Parcel

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the Town of Kiawah Island, a municipal corporation organized and existing under the laws of the State of South Carolina (hereinafter sometimes referred to as the "Town" and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as the L.P." and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, and the exchange of property having an agreed value of Three Hundred Thirty Four Thousand One Hundred Sixty Two and 50/100 ($334,162.50) Dollars, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Resort Associates, L.P., the following described property, to-wit:

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, containing approximately 1.363 acres of highland and 0.664 acres of marsh, totalling 2.027 acres, and shown and designated as "Lot 204" on a plat by Southeastern Surveying, Inc., entitled "A PLAT OF CORPORATE OFFICES PHASE I AND A PORTION OF PHASE II SUBDIVISION 416 Owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" dated October 14, 1992, and recorded in Plat Book CK at page 122, in the office of the Register of Mesne Conveyances for Charleston County, S.C., (hereinafter the "R.M.C. Office"), said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TOGETHER WITH all right, title and interest of the Grantor in and to any and all easements and rights conveyed or otherwise granted to the Grantor by the Grantee in that certain deed of conveyance dated the 25th day of November, 1992, and recorded in Book W220, page 26, in the R.M.C. Office.

This conveyance is made subject to the following:

(a) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

(b) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 406 in the R.M.C. Office.

(c) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

(d) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. executed by Kiawah Island Community Association, Inc. and Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 407 in the R.M.C. Office.

(e) Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O125, page 163 in the R.M.C. Office.

(f) Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K139, page 58 in the R.M.C. Office.

(g) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the R.M.C. Office.

(h) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the R.M.C. Office.

(i) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the R.M.C. Office.

(j) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the R.M.C. Office.

(k) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the R.M.C. Office.

(l) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the R.M.C. Office, assigning certain rights under the aforesaid restrictions, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC", dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the R.M.C. Office.

(m) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the R.M.C. Office, assigning the rights referred to in exception #89 to Kiawah Resort Associates, L.P.

(n) Easements, construction/improvement setbacks and other building/use criteria and S.C.C.C. Critical Line as shown on the aforesaid plat recorded in Plat Book CK at page 122, in the R.M.C. Office.

(o) Declaration of Special Covenants and Restrictions (Non-Competition) executed by Kiawah Resort Associates, dated March 31, 1989, and recorded in Book E183, page 345 in the R.M.C. Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in said R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M191, page 671 in said R.M.C. Office.

(p) Agreement entered into by and between Kiawah Resort Associates and Edgar A. Buck and Margaret B. Buck dated February 10, 1989, and recorded in Book W181, page 643 in the R.M.C. Office.

(q) Covenants, conditions, restrictions, reservations and limitations contained in that certain Declaration of Covenants, Conditions, and Restrictions for Kiawah River Commons declared by Kiawah Resort Associates, L.P. dated November 25, 1992, and recorded in Book Y220, page 86, in the R.M.C. Office.

(r) All other covenants, conditions, restrictions, reservations, limitations and easements set forth in that certain deed of conveyance from Kiawah Resort Associates, L.P. to the Grantor herein dated November 25, 1992, and recorded in Book W220, page 26, in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Resort Associates, L.P., its successors and assigns, forever.

IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed in its name by _____, its Mayor, and attested to by _____, its Clerk of Council, its officers thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

TOWN OF KIAWAH ISLAND
(SEAL)

By: _____

Its: Mayor

Attest: _____

Its: Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Town of Kiawah Island, by _____, its Mayor, and attested by _____, its Clerk of Council, sign and seal the within written instrument, and said municipal corporation by said duly authorized elected officials did deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
____ day of _____, 19____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/KRALP/DEVELSWAP.CON

July 11, 1994

Exhibit "D"

Andell Contract
(TO BE SIGNED UPON AGREEMENT AS TO THE
LOCATION OF ANDELL PARCEL IN ACCORDANCE WITH
SECTION 1.02 (4.) OF THE AGREEMENT TO
ENTER INTO CONTRACT OF SALE)

With copy of Proposed Deed to Town for Andell Parcel
and
copy of proposed Deed to KRA, L.P. for Town Parcel attached

STATE OF SOUTH CAROLINA	)	AGREEMENT FOR CONVEYANCE
	)	OF
COUNTY OF CHARLESTON	)	THE ANDELL PARCEL

WHEREAS, Kiawah Resort Associates, L.P., a Delaware limited partnership, (hereinafter sometimes referred to as "KRA, L.P."), and the Town of Kiawah Island, a municipal corporation organized and existing under the laws of the State of South Carolina (hereinafter sometimes referred to as the "Town"), entered into that certain Development Agreement regarding aspects of the overall development of Kiawah Island, S.C., which is dated the _____ day of July, 1994 (the "Development Agreement"); and

WHEREAS, pursuant to the terms of Paragraph 15.(b)(i), (ii) and (iii) of the Development Agreement, KRA, L.P. and the Town entered into that certain Agreement to Enter into a Contract of Sale dated July ____, 1994 (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, the Town desires to acquire the below-described property (the "Andell Parcel"), located within the approximately 8-10 acre tract of land on the west side of the Kiawah Island Parkway approximately 1/2 mile northwest of the Kiawah Island Bridge, depicted on Exhibit 15.7 of the Development Agreement which was recently acquired by KRA, L.P., in accordance with the terms and conditions set forth herein,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for/and in consideration of the sum of Five and No/100 ($5.00) Dollars to it in hand paid by the Town of Kiawah Island, Kiawah Resort Associates, L.P. agrees to convey, and the Town agrees to accept, by Quit-Claim deed, the following described real estate upon the terms and conditions set forth below:

DESCRIPTION OF THE ANDELL PARCEL TO BE ATTACHED

ARTICLE I

PURCHASE PRICE AND MANNER OF PAYMENT

Section 1.01

The Purchase Price is Three Hundred Thirty Five Thousand and No/100 ($335,000.00) Dollars, payable by means of the exchange of the Town's property at Kiawah River Commons, in the Town of Kiawah Island, S.C., more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Town Parcel").

ARTICLE II

TITLE

Section 2.01.

The Town shall have thirty (30) days from the date hereof to examine the title to the Andell Parcel and notify KRA, L.P. of any defects. If the Town should find any defects in the title to the Andell Parcel, (i.e., that would prohibit the use of the Andell Parcel for the Town's intended purposes, the term "defects" shall not include normal utility and/or access easements where the same shall not adversely affect the Town's intended use of the Andell Parcel), the Town shall notify KRA, L.P. in writing within such thirty (30) day period, and KRA, L.P. shall have thirty (30) days within which to correct the same. If KRA, L.P. is unable or unwilling to correct such title defects in the time prescribed, the Town shall have the option either to (a) accept such title as KRA, L.P. can convey without any diminution in the purchase price; or (b) to such other remedies as are provided in the Development Agreement.

KRA, L.P. shall convey to the Town title to the Andell Parcel by Quit-Claim deed, subject to such applicable covenants, conditions, rights, easements, restrictions, and reservations of record, and further subject to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in the proposed quit-claim deed attached hereto as Exhibit "B", and incorporated herein by reference.

Section 2.02.

The Town shall simultaneously convey to KRA, L.P. title to the Town Parcel by Quit-Claim deed, free and clear from all liens and encumbrances except those covenants, conditions, rights, easements, restrictions, and reservations as are set forth in the proposed quit-claim deed attached hereto as Exhibit "C", and incorporated herein by reference.

In the event KRA, L.P. finds any defects in the title to the Town Parcel, KRA, L.P. shall notify the Town in writing no later than thirty (30) days after the execution of this Agreement for Conveyance of Property on Kiawah Island, S.C., of such defects and the Town shall have thirty (30) days within which to correct the same. If the Town is unable or unwilling to correct such title defects in the time prescribed, KRA, L.P. shall have the option either to (a) accept such title as the Town can convey without any diminution in the purchase price; or (b) to such other remedies as are provided in the Development Agreement.

ARTICLE III

CLOSING ADJUSTMENTS

Section 3.01

Real estate taxes and user fees on the basis of the current calendar year shall be apportioned as of midnight on the day prior to the actual closing date.

Section 3.02

Closing Costs shall be paid as follows:

In connection with the conveyance of the Andell Parcel to the Town:

(a) KRA, L.P. shall provide or pay for (i) attorneys fees for the account of KRA, L.P.; (ii) for the preparation of deed (iii) the cost of documentary stamps; (iv) the preparation of and cost for recording any mortgage or lien releases and/or satisfactions; (v) property taxes pro-rated as set forth in Section 3.01 above; and (vii) and any other costs agreed to herein.

(b) The Town shall provide or pay for (i) attorneys fees for the account of the Town; (ii) the examination of title to the Andell Parcel; (iii) recording fees; (iv) title insurance premiums; (v) the cost of the Town's due diligence; and, if applicable, (vi) the preparation of other closing documents.

In connection with the conveyance of the Town Parcel to KRA, L.P.:

(a) The Town shall provide or pay for (i) attorneys fees for the account of the Town; (ii) for the preparation of deed (iii) the cost of documentary stamps; (iv) the preparation of and cost for recording any mortgage or lien releases and/or satisfactions; (v) property taxes pro-rated as set forth in Section 3.01 above; and (vii) and any other costs agreed to herein.

(b) KRA, L.P. shall provide or pay for (i) attorneys fees for the account of KRA, L.P.; (ii) the examination of title to the Town Parcel; (iii) recording fees; (iv) title insurance premiums; (v) the cost of KRA, L.P.'s due diligence; and, if applicable, (vi) the preparation of other closing documents.

ARTICLE IV

CLOSING

Section 4.01

The closing shall be held sixty (60) days from the date of full execution hereof, at the office of Thomas G. Buist, Esq., 200 Meeting Street, Suite 410, Charleston, South Carolina, or at such other place, time and date as shall be mutually agreed in writing by KRA, L.P. and the Town, the TIME OF CLOSING BEING OF THE ESSENCE (the "Closing").

ARTICLE V

APPLICABLE LAW

Section 5.01.

This Agreement for Conveyance of the Andell Parcel shall be governed by the laws of the State of South Carolina.

ARTICLE VI

NOTICES

Section 6.01.

Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given in such manner and to such addresses as are set forth in Paragraph 34.(h) of the Development Agreement.

ARTICLE VII

SUCCESSORS AND ASSIGNS

Section 7.01.

The covenants and agreements in the within Agreement for Conveyance of the Andell Parcel shall apply to, inure to the benefit of, and be binding upon the parties hereto, their successors and assigns, their respective successors in interest, their heirs, personal representatives and assigns.

ENTIRE AGREEMENT

This Agreement for Conveyance of the Andell Parcel shall constitute the entire agreement between the parties hereto and neither this Agreement nor any provision thereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP SEAL)
Its: General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed in its name by _____, its Mayor, and attested to by _____, its Clerk of Council, its officers thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

TOWN OF KIAWAH ISLAND
(SEAL)

By: _____

Its: Mayor

Attest: _____

Its: Clerk of Council

BUIST/KRALP/DEVELSWAP.CON

July 11, 1994

Exhibit "A"

Description of Town Parcel

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, containing approximately 1.363 acres of highland and 0.664 acres of marsh, totalling 2.027 acres, and shown and designated as "Lot 204" on a plat by Southeastern Surveying, Inc., entitled "A PLAT OF CORPORATE OFFICES PHASE I AND A PORTION OF PHASE II SUBDIVISION 416 Owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" dated October 14, 1992, and recorded in Plat Book CK at page 122, in the office of the Register of Mesne Conveyances for Charleston County, S.C., (hereinafter the "R.M.C. Office"), said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

July 11, 1994

Exhibit "B"

Proposed Quit-Claim Deed from KRA, L.P.
to the Town for the Andell Parcel

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

INDENTURE QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as the L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Town of Kiawah Island, a municipal corporation organized and existing under the laws of the State of South Carolina (hereinafter sometimes referred to as the "Town" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, and the exchange of property having an agreed value of Three Hundred Thirty Five Thousand and No/100 ($335,000.00) Dollars, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Town of Kiawah Island, the following described property, to-wit:

DESCRIPTION OF THE ANDELL PARCEL TO BE ATTACHED

TMS Number:

Address of Grantee: Town Hall
7-1 Beachwalker Office Park
Kiawah Island, SC 29455

This conveyance is made subject to the following:

(a) Charleston County, S.C. ad valorem taxes for _____, not yet due and payable, and ad valorem taxes for all subsequent years.

(b) All applicable covenants, conditions, rights, easements, restrictions, and reservations of record. **(will incorporate specific record exceptions upon acquisition by KRA, L.P. of the Andell Parcel and completion of title examination)**

(c) The covenant and restriction that for 99 years from the date hereof, neither the Andell Parcel nor any part thereof shall be used by or leased or otherwise made available to any person, corporation or other entity (other than Kiawah Island Real Estate, Inc., its successors, assigns, parent company, and/or permittees) for the purpose of conducting a business which includes real estate sales, real estate brokerage, real estate leasing or subleasing, property management, real estate marketing, real estate management, or the renting, as principal or agent, of villas, condominiums or houses. Nothing in this paragraph shall be deemed to prohibit any activity carried on now or in the future by Kiawah Island Real Estate, Inc., its successors, assigns, parent company, and/or permittees, on or with respect to the Andell Parcel.

(d) The Grantee also hereby covenants and agrees for itself, its successors and assigns, that in the event the Grantee, its successors and assigns, desires to sell all or any part of the Andell Parcel and any improvements thereon, it shall be first offered for sale to the Grantor, its successors and assigns, for the same price at which the highest bona fide offer has been made for such property and improvements, and the Grantor, its successors and assigns, shall have thirty (30) days within which to purchase said property and improvements at this price; and should the Grantor, its successors and assigns, fail or refuse, within thirty (30) days after receipt of written notice of said price and terms, to exercise its right of first refusal to purchase such property and improvements, the Grantee, its successors and assigns, shall have the right to sell said property and improvements to third parties at a price not lower than that at which it was offered to the Grantor, its successors and assigns. Should, however, such sale not be consummated within six (6) months from the date of the offer transmitted to Grantor, its successors and assigns, the terms and limitations of this paragraph shall again be imposed upon any sale by the Grantee, its successors and assigns.

Reserving unto the Grantor, its guests, tenants, subtenants, invitees, successors and assigns, a non-exclusive, perpetual, permanent, assignable, transmissible and commercial easement for access, ingress, egress and parking, over, upon and across so much of the Andell Parcel as may be later improved and/or used for roads, pedestrian access or walkways, parking areas and parking spaces, and/or available for such pedestrian and vehicular access, ingress and egress, provided that such parking rights do not materially interfere with parking necessary for the Town. The within easement shall be for the benefit of and is enforceable only by the Grantor, its successors and assigns, is hereby deemed to be integral to, inhering in and essential to Grantor's commercial purposes in connection with the development of Grantor's adjacent property known as the "Andell Property", and shall benefit and run with the title thereto.

This is a portion of the property conveyed to the Grantor by deed of conveyance of _____ dated _____, and recorded in Book _____, page _____, in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Town of Kiawah Island, its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, 19_____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed in its name by _____, its Mayor, and attested to by _____, its Clerk of Council, its officers thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

TOWN OF KIAWAH ISLAND
(SEAL)

By: _____

Its: Mayor

Attest: _____

Its: Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Town of Kiawah Island, by _____, its Mayor, and attested by _____, its Clerk of Council, sign and seal the within written instrument, and said municipal corporation by said duly authorized elected officials did deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
____ day of _____, 19____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/KRALP/DEVELSWAP.CON

July 11, 1994

Exhibit "C"

Proposed Quit-Claim Deed from the Town
to KRA, L.P. for the Town Parcel

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the Town of Kiawah Island, a municipal corporation organized and existing under the laws of the State of South Carolina (hereinafter sometimes referred to as the "Town" and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as the L.P." and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, and the exchange of property having an agreed value of Three Hundred Thirty Four Thousand One Hundred Sixty Two and 50/100 ($334,162.50) Dollars, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Resort Associates, L.P., the following described property, to-wit:

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, containing approximately 1.363 acres of highland and 0.664 acres of marsh, totalling 2.027 acres, and shown and designated as "Lot 204" on a plat by Southeastern Surveying, Inc., entitled "A PLAT OF CORPORATE OFFICES PHASE I AND A PORTION OF PHASE II SUBDIVISION 416 Owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" dated October 14, 1992, and recorded in Plat Book CK at page 122, in the office of the Register of Mesne Conveyances for Charleston County, S.C., (hereinafter the "R.M.C. Office"), said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TOGETHER WITH all right, title and interest of the Grantor in and to any and all easements and rights conveyed or otherwise granted to the Grantor by the Grantee in that certain deed of conveyance dated the 25th day of November, 1992, and recorded in Book W220, page 26, in the R.M.C. Office.

This conveyance is made subject to the following:

(a) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

(b) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 406 in the R.M.C. Office.

(c) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

(d) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. executed by Kiawah Island Community Association, Inc. and Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 407 in the R.M.C. Office.

(e) Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O125, page 163 in the R.M.C. Office.

(f) Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K139, page 58 in the R.M.C. Office.

(g) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the R.M.C. Office.

(h) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the R.M.C. Office.

(i) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the R.M.C. Office.

(j) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the R.M.C. Office.

(k) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the R.M.C. Office.

(l) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the R.M.C. Office, assigning certain rights under the aforesaid restrictions, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC", dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the R.M.C. Office.

(m) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the R.M.C. Office, assigning the rights referred to in exception #89 to Kiawah Resort Associates, L.P.

(n) Easements, construction/improvement setbacks and other building/use criteria and S.C.C.C. Critical Line as shown on the aforesaid plat recorded in Plat Book CK at page 122, in the R.M.C. Office.

(o) Declaration of Special Covenants and Restrictions (Non-Competition) executed by Kiawah Resort Associates, dated March 31, 1989, and recorded in Book E183, page 345 in the R.M.C. Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in said R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M191, page 671 in said R.M.C. Office.

(p) Agreement entered into by and between Kiawah Resort Associates and Edgar A. Buck and Margaret B. Buck dated February 10, 1989, and recorded in Book W181, page 643 in the R.M.C. Office.

(q) Covenants, conditions, restrictions, reservations and limitations contained in that certain Declaration of Covenants, Conditions, and Restrictions for Kiawah River Commons declared by Kiawah Resort Associates, L.P. dated November 25, 1992, and recorded in Book Y220, page 86, in the R.M.C. Office.

(r) All covenants, conditions, restrictions, reservations, limitations and easements set forth in that certain deed of conveyance from Kiawah Resort Associates, L.P. to the Grantor herein dated November 25, 1992, and recorded in Book W220, page 26, in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Resort Associates, L.P., its successors and assigns, forever.

IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed in its name by _____, its Mayor, and attested to by _____, its Clerk of Council, its officers thereunto duly authorized, and its seal to be hereunto affixed, this ____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-_____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

TOWN OF KIAWAH ISLAND
(SEAL)

By: _____

Its: Mayor

Attest: _____

Its: Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Town of Kiawah Island, by _____, its Mayor, and attested by _____, its Clerk of Council, sign and seal the within written instrument, and said municipal corporation by said duly authorized elected officials did deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
____ day of _____, 19____.

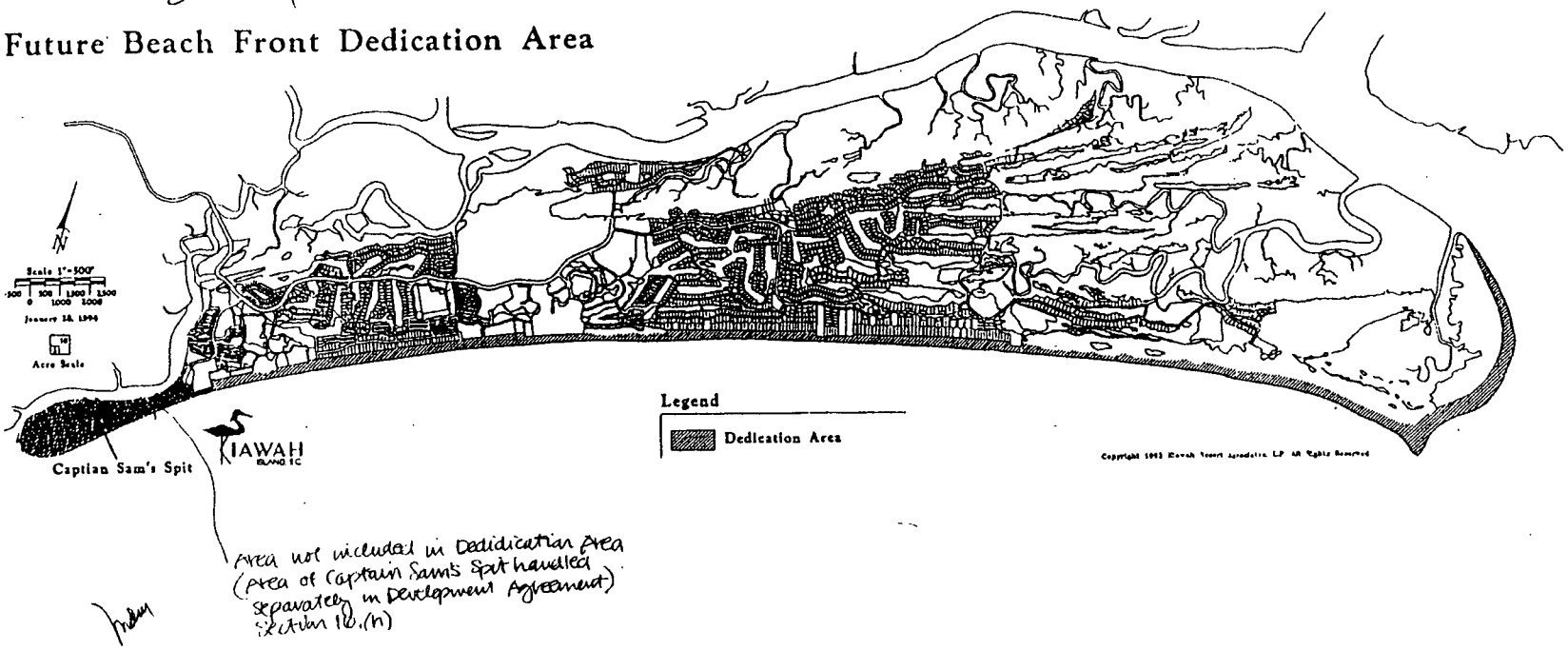
_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/KRALP/DEVELSWAP.CON

1.....2

Future Beach Front Dedication Area



Area not included in Dedidicatian Area (Area of Captain Sam's Spit haveled separately in Development Agreement) Section 16.(h)

1918

ORDINANCE NO. 91-2

AN ORDINANCE FOR THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA.

AN ORDINANCE TO AMEND ARTICLE 12 LAND USE PLANNING AND ZONING OF THE MUNICIPAL CODE OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, 1990.

WHEREAS, the Town of Kiawah Island is desirous of amending Article 12 of its code to reflect certain text amendments to its land use planning and zoning regulations.

WHEREAS, pursuant to Section 5-23-40 of the Code of Laws of South Carolina, as amended, 1976 a public hearing was held on the proposed amendments.

NOW, THEREFORE, be it ordained by the Council of the Town of Kiawah Island, South Carolina, and it is ordained by the authority of said Council:

Section 1 - Purpose. That this Ordinance is adopted in order to effect certain textual amendments to Document 1A of the Town of Kiawah Island Zoning Regulations.

Section 2 - Ordinance. Page 40 of Document 1A shall be amended to add the following subsections commencing after what is the last paragraph on Page 40.

KEY LOCATIONS

(a) All single-family docks, joint use docks, community docks, and fishing/crabbing docks shall be located on lots or parcels which are designated as KEY LOCATIONS on the "KEY LOCATIONS MAP" (the "MAP") attached hereto and incorporated herein by reference. The term "KEY LOCATION" as used in this Ordinance shall mean those areas on the MAP and as described in this amendment.

(b) Single-family docks, joint use docks, community docks, and fishing/crabbing docks are permitted as a use of right at KEY LOCATIONS designated as numbers 1-35 on MAP. Fishing/crabbing docks are permitted as a use of right at KEY LOCATIONS designated as letters A-Z, AA on MAP.

(c) All docks as are enumerated above are permitted as a use of right in the KEY LOCATIONS shown on the MAP, numbers 1-35 on such MAP being used to distinguish docks with floats from fishing/crabbing docks that shall have no floats and are designated

by letters A-Z, AA. No docks with floats shall be allowed in KEY LOCATIONS designated on MAP as KEY LOCATIONS for fishing/crabbing docks. Docks with floats and fishing/crabbing docks may have a pierhead as is permitted by the South Carolina Coastal Council.

(d) Notwithstanding the foregoing, no construction or use of a dock at Kiawah Island may commence until owner/applicant or his contractor has obtained the appropriate permits from the South Carolina Coastal Council and the U.S. Corps of Engineers.

(e) No single-family, joint use or community dock to include any pierhead shall be erected greater than 600' in length; floats as are attached to such docks shall be limited in size and configuration as the South Carolina Coastal Council and the U.S. Corps of Engineers shall permit.

(f) At a KEY LOCATION, the water surface width (dimensioned from opposite edges of grassy marshland) shall not be less than 25 feet.

(g) Joint use of docks is encouraged (within the meaning of the South Carolina Coastal Council Regulations).

(h) Any lot or parcel platted hereafter as may be within the areas designated on the MAP is eligible for a dock so long as the other provisions hereof are fully complied with. Applicants for plat and subdivision approval after the date of this amendment, shall indicate on all submitted plats, those lots or parcels adjacent to South Carolina Coastal Council critical areas, which are not among the KEY LOCATIONS on the MAP and, therefore, not eligible for docks of any kind.

A plat note proscribing docks being attached to such non-KEY LOCATION lots, shall be a part of such submitted plat; provided, however, if and when a lot otherwise meets the criteria to qualify as a "KEY LOCATION" (i.e., length, width of nearest waterway, etc.), the plat applicant may simultaneously apply for an amendment to the Zoning Ordinance and MAP so as to designate such lot as a KEY LOCATION.

(i) A "KEY LOCATION" may be shifted in whole or part to other areas so designated; provided, however, no such shift shall result in a greater total of linear footage designated as "Key Locations"

for the entirety of the Town of Kiawah Island than is designated as KEY LOCATIONS on the MAP (i.e., no net gain in linear footage of KEY LOCATIONS). Applicants submitting plats after the date hereof, shall indicate on the plat the location on the MAP (i.e., identified by number or letter) being platted and the number of linear feet of "KEY LOCATION" utilized in platting the lots. The remainder, if any, may be shifted in accordance herewith.

(j) The term "water access structure" is hereby deleted from the last paragraph on Page 40 of Document 1A of the Zoning Ordinance.

Section 3 - Severability. Should any subsection hereof be declared invalid or unconstitutional, the remainder shall be of full force and effect.

Section 4 - Effective Date and Duration. This Ordinance shall be effective upon its enactment by the Town Council for the Town of Kiawah Island.

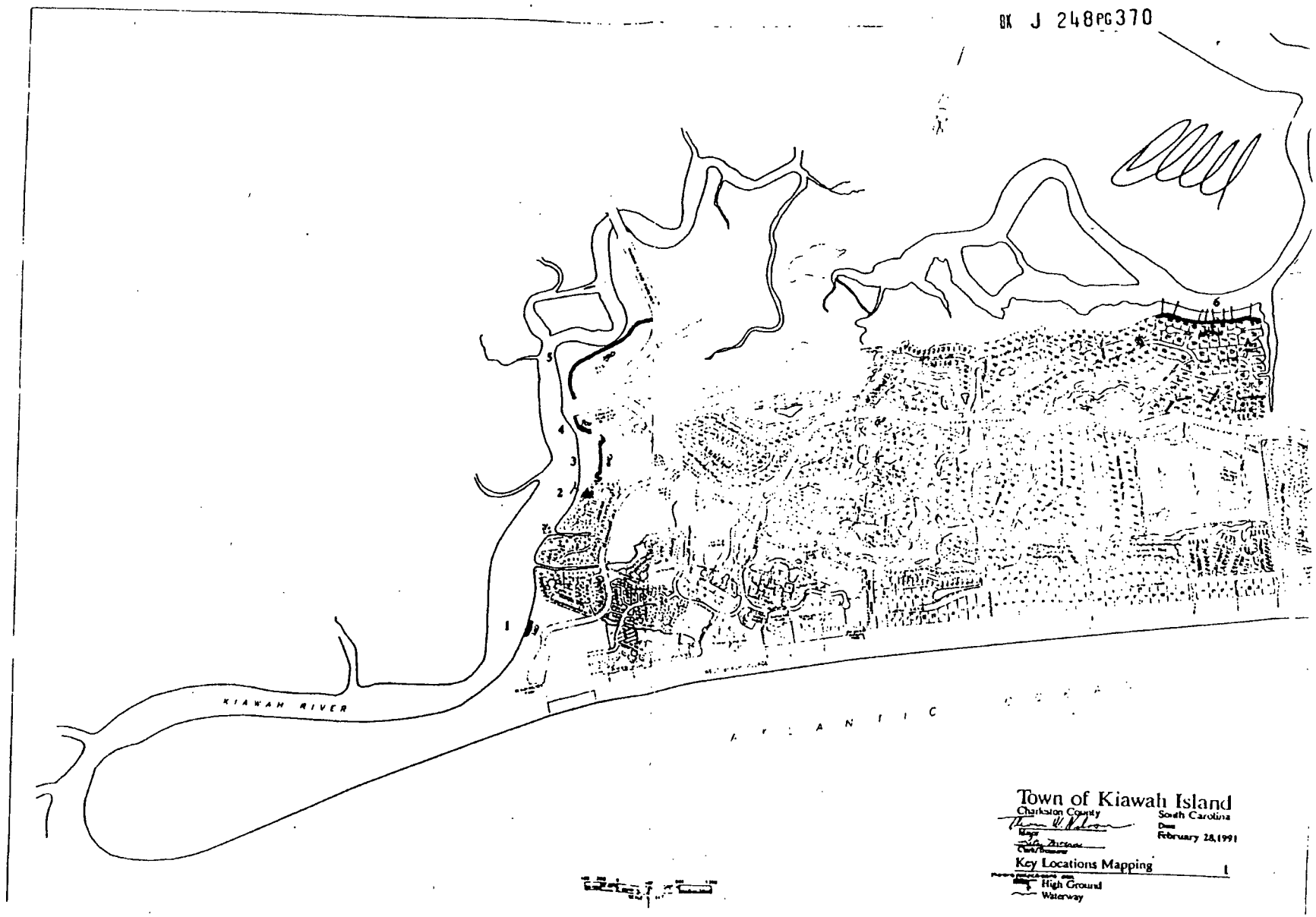
PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, THIS 28th DAY OF FEBRUARY, 1991.

Thomas W. Nelson
Mayor

Rita Moran
Clerk/Treasurer

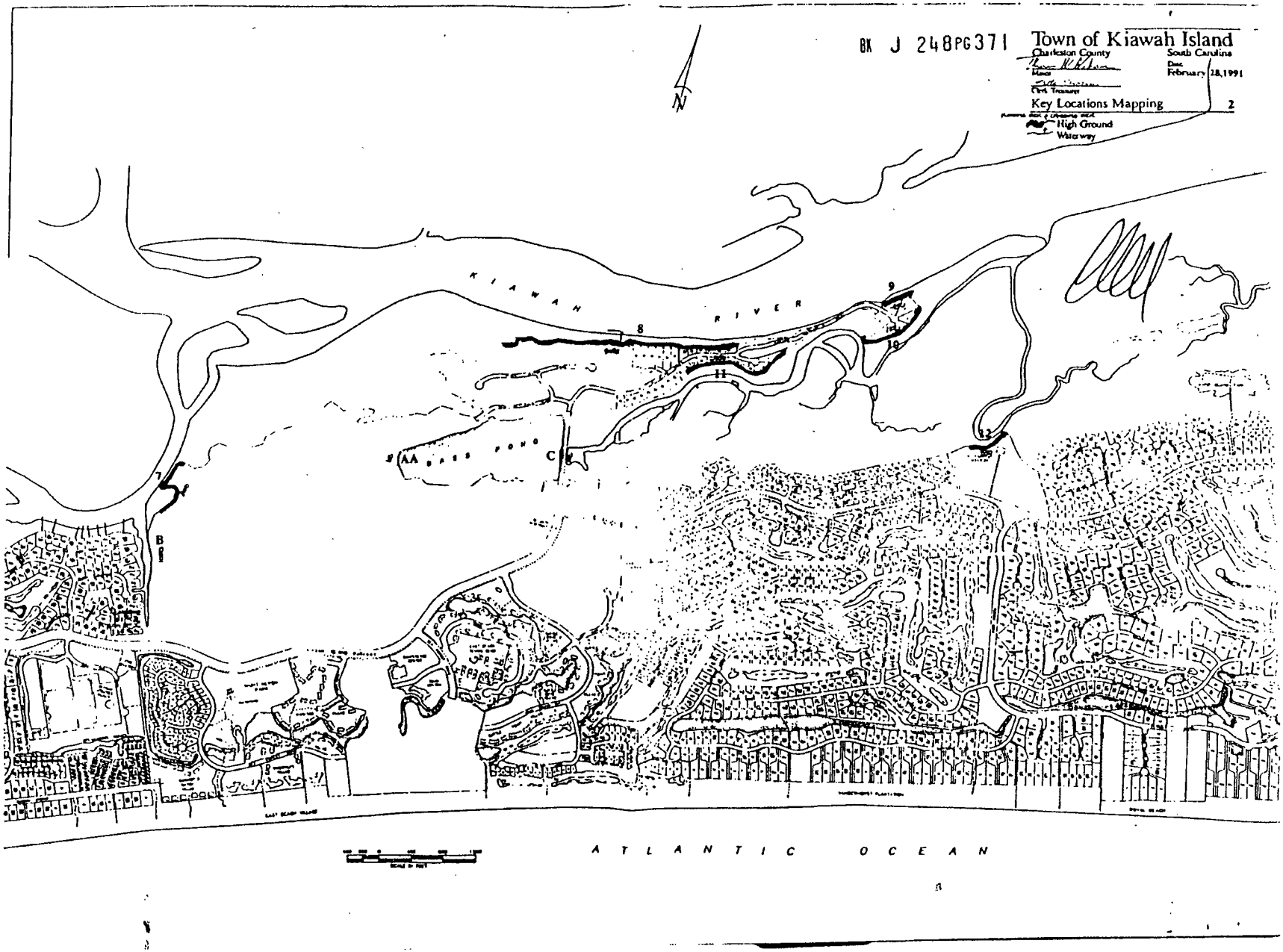
First Reading: 2/21/91

Second Reading: 2/28/91

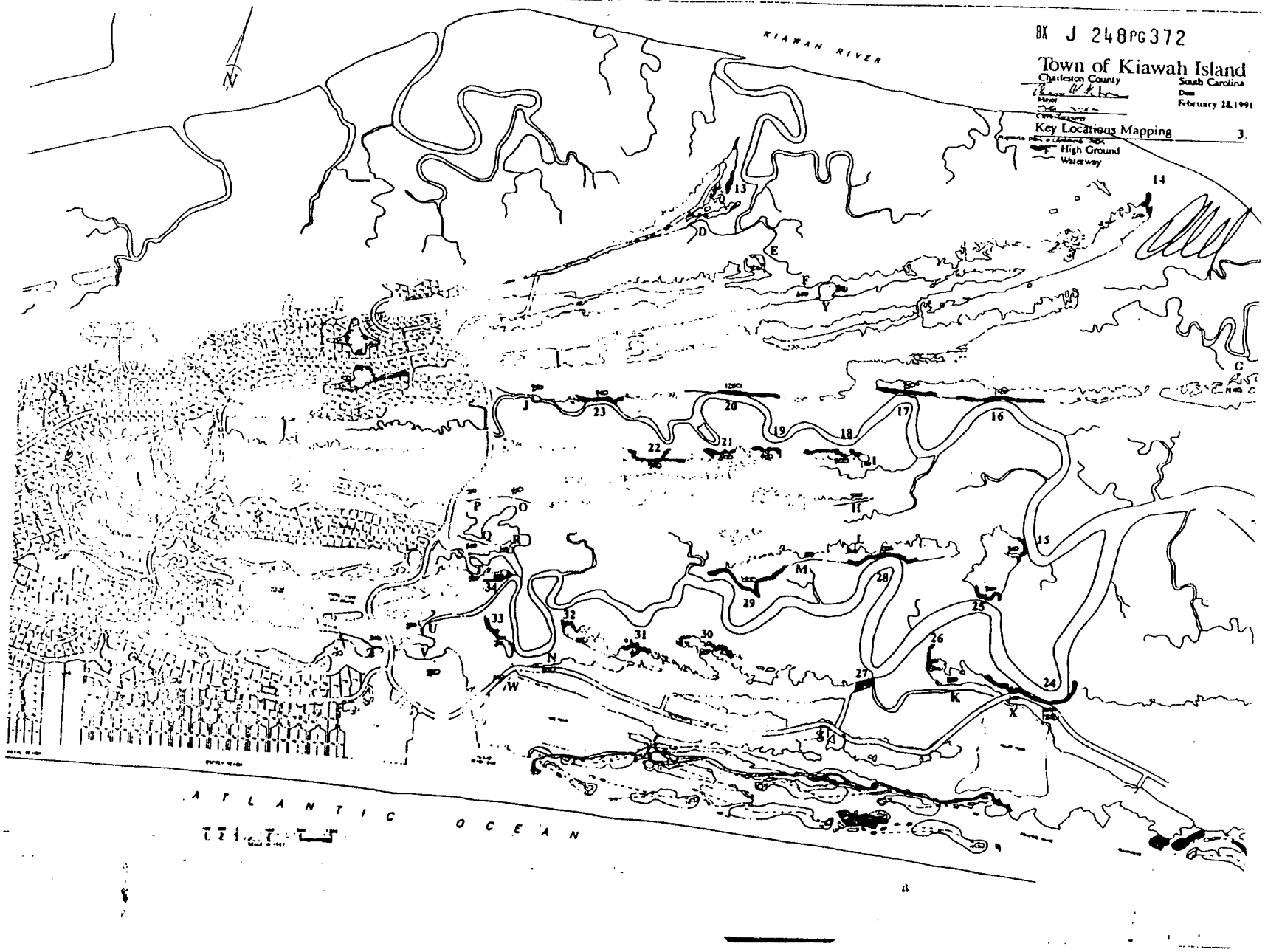


Town of Kiawah Island
Charleston County South Carolina
Date February 28,1991
Key Locations Mapping 1
High Ground
Waterway

1923


BK J 248PG371
Town of Kiawah Island
Charleston County
South Carolina
Date
February 28,1991
Clerk Treasurer
Key Locations Mapping
2
High Ground
Waterway
N
KIAWAH RIVER
ATLANTIC OCEAN

1924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Town of Kiawah Island
Charleston County
South Carolina
Date
February 28,1991
Key Locations Mapping
3
High Ground
Waterway
KIAWAH RIVER
ATLANTIC OCEAN
N

1925

AN ORDINANCE FOR THE TOWN OF
KIAWAH ISLAND

ORDINANCE NO. 92-1

AN ORDINANCE TO AMEND ORDINANCE 91-2 (Key Locations Ordinance)

WHEREAS, the Town of Kiawah Island, South Carolina enacted Ordinance No. 91-2 on February 28, 1991, and;

WHEREAS, said Ordinance establishes certain Key Locations which are divided into two categories, one for docks with floats designated on the Key Locations Maps as numbers 1-35, and the other for fishing/crabbing docks designated on Key Locations Maps as A-Z, AA.

WHEREAS, The Town of Kiawah Island is desirous of amending Ordinance 91-2 to (1) add an additional key location to the fishing/crabbing dock category and (2) correct an arithmetical error contained in the "Crabbing Dock Summary" which is part of Ordinance 91-2.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID COUNCIL:

Section 1. Purpose. That this ordinance is adopted in order to effect a certain textual amendment to and correct an arithmetical error in Ordinance 91-2.

Section 2. Ordinance. Ordinance 91-2 shall be amended to provide as follows:

(1) Section 2(c) shall be amended to add "BB" at the end of the first sentence of said section.

(2) Town of Kiawah Island - Key Locations Crabbing Dock Summary shall be amended as reflected on Exhibit A attached hereto and made a part hereof.

(3) Sheet #3 of the Key Locations Map shall be amended to add Key Location "BB" as set forth on Exhibit B attached hereto and made a part hereof.

Section 3. Severability. Should any subsection hereof be declared invalid or unconstitutional, the remainder shall be of full force and effect.

Section 4. Effective Date and Duration. This Ordinance shall be effective upon its enactment by the Town Council for the Town of Kiawah Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 16th DAY OF JANUARY, 1992.

THOMAS W. NELSON
MAYOR

CLERK-TREASURER

First Reading: December 19, 1991

Second Reading: January 16, 1992

TOWN OF KIAWAH ISLAND - KEY LOCATIONS
(Adopted by Town Council on February 28, 1991)
(Proposed Amendment)

BK J 248PG375
Revised January 16, 1992

ATING DOCK SUMMARY

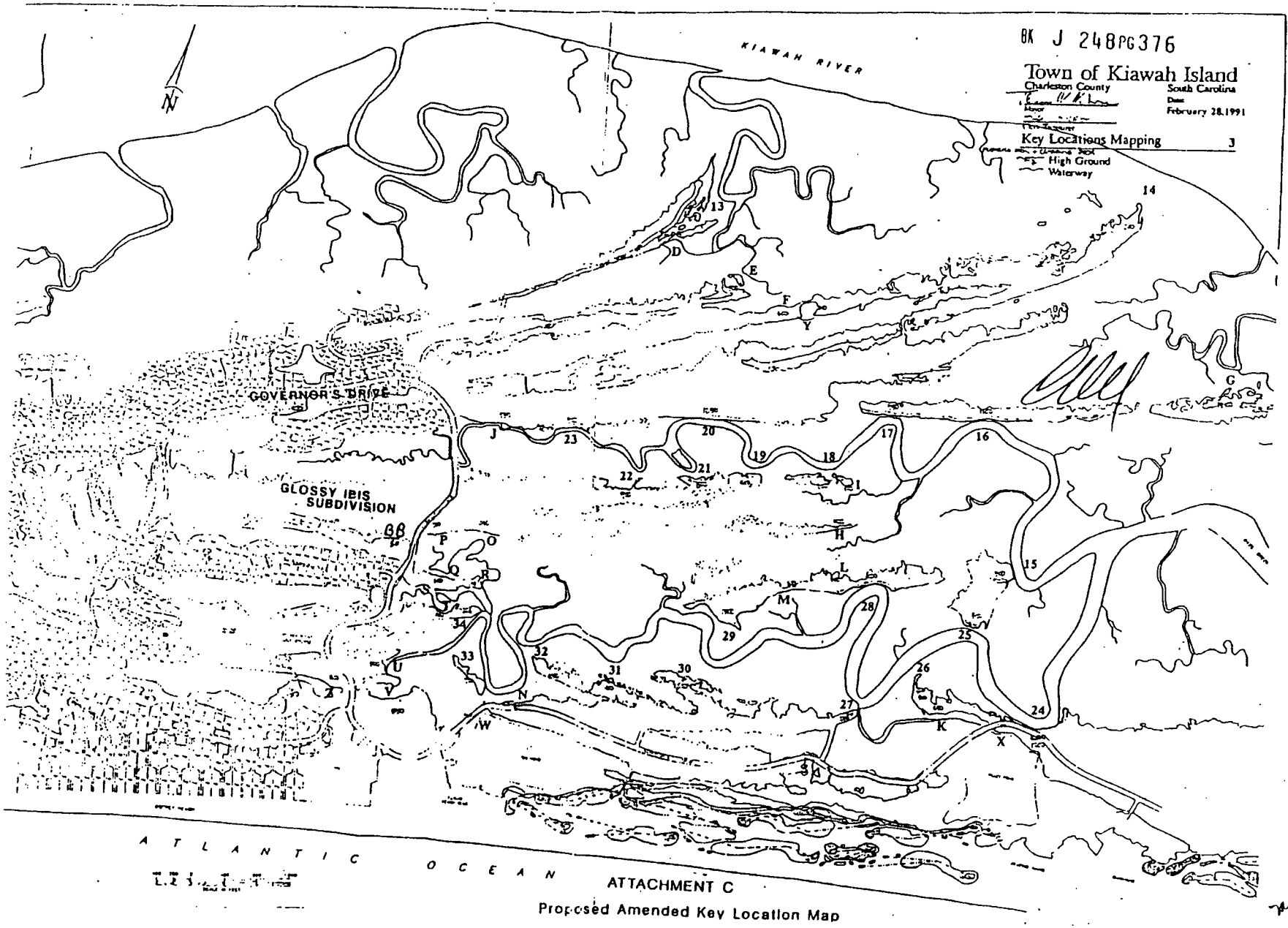
	LOCATION #	LINEAR FT.
SHEET #1	1	100
	2	75
	3	600
	4	400
	5	1,500
	6	1,300
Subtotal		3,975
SHEET #2	7	800
	8	3,050
	9	450
	10	1,100
	11	1,450
	12	550
Subtotal		7,400
SHEET #3	13	1,200
	14	200
	15	300
	16	1,100
	17	750
	18	800
	19	400
	20	1,250
	21	600
	22	700
	23	700
	24	1,200
	25	300
	26	300
	27	250
	28	1,000
	29	1,500
	30	900
	31	400
	32	650
	33	700
	34	450
Subtotal		15,650
SHEET #4	35	1,100
Subtotal		1,100
TOTAL LINEAR FEET		28,125

CRABBING DOCK SUMMARY

	LOCATION #	LINEAR FT.
SHEET #1	A	700
Subtotal		700
SHEET #2	B	1,050
	C	100
	AA	100
Subtotal		1,250
SHEET #3	D	700
	E	500
	F	600
	G	1,100
	H	500
	I	100
	J	950
	K	250
	L	300
	M	300
	N	500
	O	450
	P	200
	Q	400
	R	150
	S	700
	T	400
	U	500
	V	550
	W	100
	X	100
	Y	800
	Z	300
	BB	50
Subtotal		10,500
TOTAL LINEAR FEET		12,450

ATTACHMENT B

(Proposed Amended Key Location Chart)



ATTACHMENT C

Proposed Amended Key Location Map

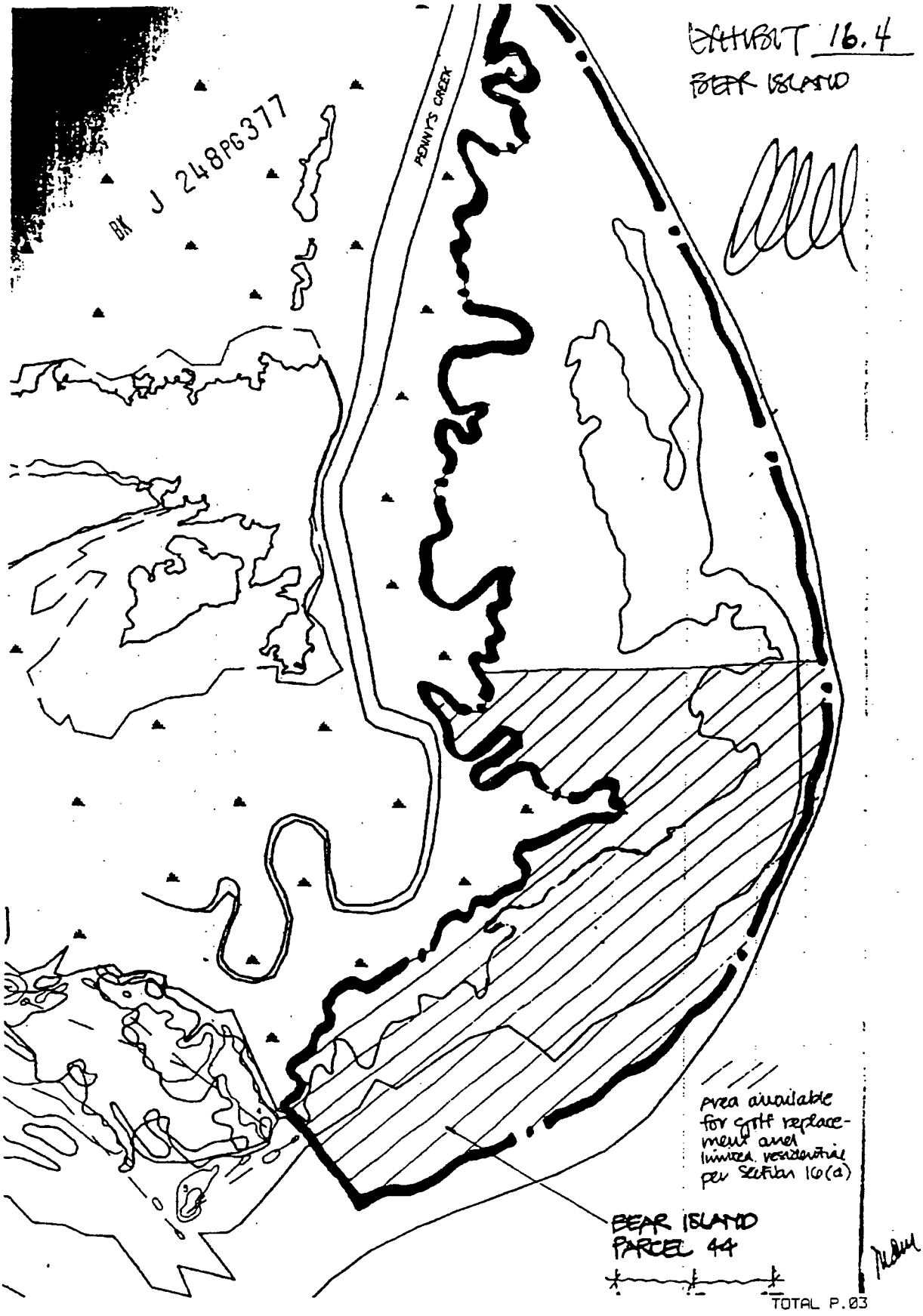
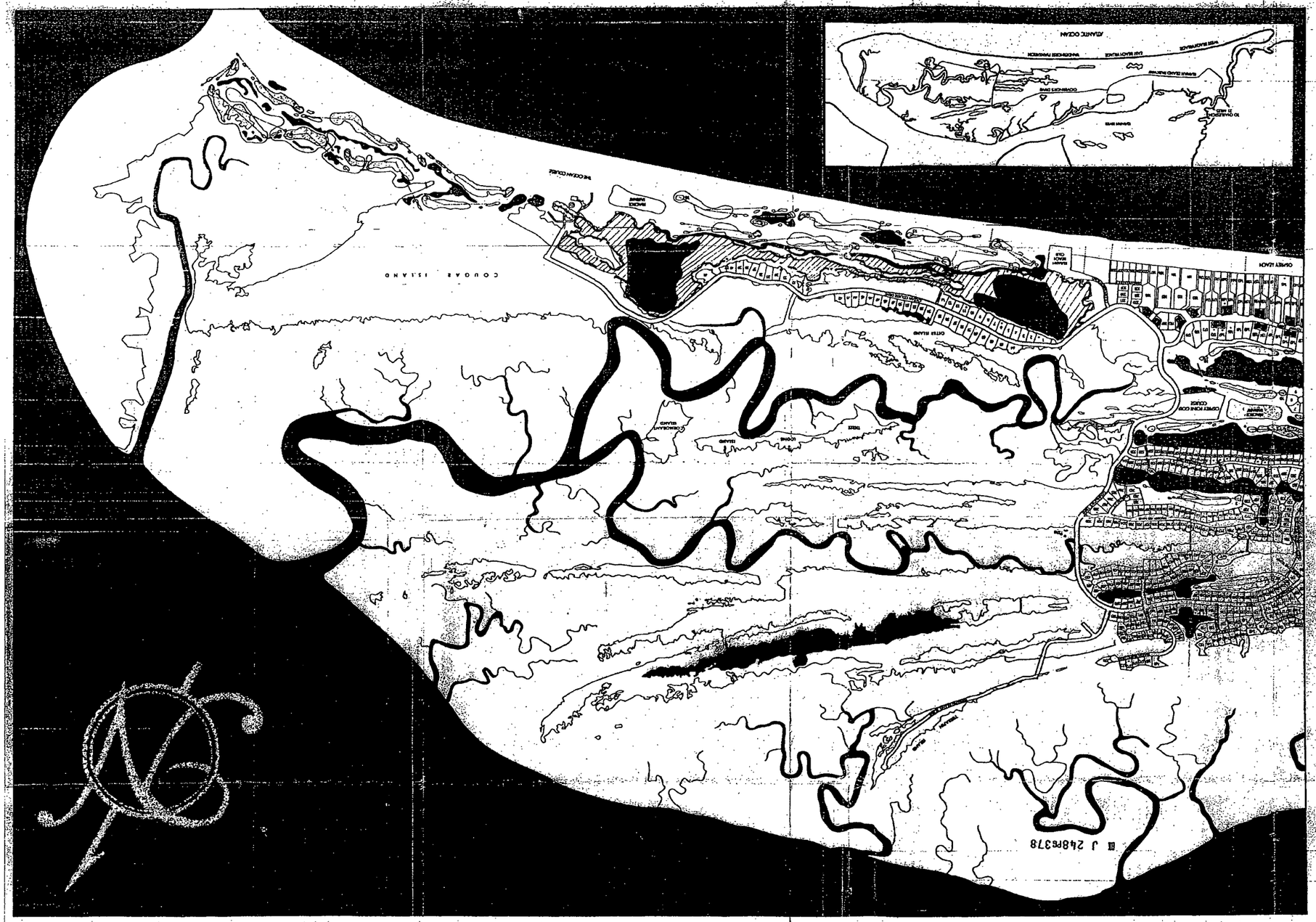
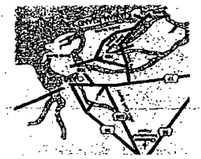


EXHIBIT 16.4
BEAR ISLAND
BK J 248PG377
PENNY'S CREEK
area available for golf replacement and limited residential per section 16(a)
BEAR ISLAND PARCEL 44
TOTAL P.03

1932





Kiawah Island

16.5

REAL
ESTATE
MAP

Exhibit 16.5

Kiawah Island

PROGRAMMATIC AGREEMENT
AMONG
THE U.S. ARMY CORPS OF ENGINEERS,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
REGARDING PLANNED DEVELOPMENT ACTIVITIES ON KIAWAH ISLAND

WHEREAS, the U.S. Army Corps of Engineers (Corps) has determined that the issuance of permits to Kiawah Resort Associates for activities such as the construction of roadways, the construction of piers and floating docks, the placement of fill in wetlands, and the creation of fingerling ponds, on Kiawah Island, Charleston County, South Carolina may have an effect on archaeological sites that meet the criteria for inclusion in the National Register of Historic Places; and

WHEREAS, the Corps has consulted with the South Carolina State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Sec. 470f); and

WHEREAS, the Kiawah Resort Associates (KRA) has participated in the consultation and has been invited to join in the Programmatic Agreement as a concurring party;

NOW, THEREFORE, the Corps, the South Carolina SHPO, and the Council agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The Corps will ensure that the following measures are carried out:

1. Archaeological investigations will be conducted to determine if National Register eligible archaeological sites will be affected by this project. Site 38CH124 is currently on the National Register of Historic Places. Eligible sites that have been previously identified consist of the following: 38CH125/126, 38CH129, 38CH440, 38CH1106, and 38CH1107. The eligibility of previously identified sites in areas planned for future development (see attached maps) will be determined prior to future development. Presently undeveloped areas will be intensively surveyed prior to future development to locate and assess possible additional eligible archaeological sites based on the Federal guidelines as cited herein.

2. Until such time as the undeveloped areas are subjected to archaeological investigations for the definitive assessment of their Register eligibility (cf. "eligible" or "not eligible"), those

C-2

undeveloped areas and the sites previously identified as eligible should be avoided and preserved in place.

3. If archaeological investigations are conducted to assess the eligibility of previously recorded sites and any new sites discovered through intensive archaeological survey of undeveloped areas, a report of these investigations consisting of detailed methods, site descriptions, Register eligibility assessment and justification will be prepared. This report shall be submitted to the SHPO, the Corps, and the Council for their review and comment.

4. All archaeological investigations will be consistent with the Council's Handbook, Treatment of Archaeological Properties. All historic and archaeological work will be conducted in a manner consistent with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, under the direct supervision of persons who meet, at a minimum, the appropriate qualifications set forth in the Historic Preservation Standards and have relevant professional experience related to properties or remains of similar type and period.

5. For those National Register eligible sites which KRA determines can not be preserved in place a data recovery plan will be developed by the KRA archaeologist. The plan shall be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37). The plan(s) shall specify, at a minimum, the portions of properties where data recovery is carried out and any properties or portions thereof that will be destroyed or altered without data recovery. The data recovery plan(s) shall also specify the research questions to be addressed through the data recovery, with an explanation of their relevance and importance; the methods to be used, with an explanation of their relevance to the research questions; the methods to be used in analysis, data management, and dissemination of data, including a schedule; the proposed disposition of recovered materials and records; and the proposed methods for disseminating results of the work to the interested public. The plan(s) will be submitted by the Corps to the Council and the South Carolina SHPO for 30 days review. Unless the SHPO or the Council objects within 30 days after receipt of the plan, the Corps shall ensure that it is implemented. The data recovery plan will be conducted by a qualified professional archaeologists. For the National Register eligible sites which KRA determines can be preserved in place a preservation plan will be developed by KRA. The preservation plan will be submitted to the Corps for review and approval. The Corps shall submit the plan to the Council and the SC SHPO for their review. Unless the SHPO or the Council objects within 20 days of receipt of the preservation plan, the Corps will ensure that it is implemented.

6. A draft report of investigations must be submitted to the Corps, the Council, and the South Carolina SHPO for a review period of 30 days. The Corps will ensure that Council and SHPO review comments, if received within 30 days of report receipt, will be incorporated within the final report as approved by the Corps. Two copies of all final reports will be provided to the Corps, and at least one copy of each final report to the South Carolina SHPO, the Council, and the South Carolina Institute of Archaeology and Anthropology (SCIAA). In addition, a brief,

public-oriented brochure describing archaeological fieldwork results will be produced by KRA, under the direction of a qualified archaeologist (see attached example). This will serve to educate the public about the cultural resources found on Kiawah Island by KRA. Such a brochure will be produced to describe each significant site excavated, and will be available for Corps, SHPO and Council comment within 30 days of Corps approval of the final report detailing work at those particular significant sites. No less than one hundred copies of each brochure will be made available to the public, and fifty of those one hundred copies shall be sent to the SHPO for dissemination.

7. All archaeological materials, along with field and laboratory records, maps, drawings, and photographic materials will be curated at a suitable repository agreed upon by the Council, the Corps, the South Carolina SHPO, and KRA. Documentation will be provided to the South Carolina SHPO that these materials have been accepted and curated. If KRA or its agents exhibit a sample of artifacts recovered, the museum quality display must be prepared by or under the supervision of a qualified professional archaeologist.

8. Any archaeological materials or sites discovered during construction, and not referenced above will be treated in accordance with the process outlined under 36 CFR Part 800.11, "Properties discovered during the implementation of an undertaking." These include both land and underwater sites.

9. In the event that the Corps is unable to carry out its responsibilities under the stipulations above, the Corps should consult the South Carolina SHPO and the Advisory Council so that a new agreement may be developed. Until such time as a new (or revised) agreement is signed, the Corps will ensure that no adverse impacts occur to the National Register-eligible and potentially eligible archaeological sites found in the project area.

10. The Council and the South Carolina SHPO may monitor activities carried out pursuant to this Programmatic Agreement, and the Council will review such activities if so requested. The Corps will cooperate with the Council and the South Carolina SHPO in carrying out their monitoring and review responsibilities.

11. Should the Council or the South Carolina SHPO object within 30 days to any plans provided for review pursuant to this agreement, the Corps shall consult with the objecting party to resolve the objection. If the Corps determines that the objection cannot be resolved, the Corps shall request the further comments of the Council pursuant to 36 CFR Part 800.6(b). Any Council comment provided in response to such a request will be taken into account by the Corps in accordance with 36 CFR 800.6(c)(2) with reference only to the subject of the dispute; the Corps' responsibility to carry out all actions under this agreement that are not the subjects of the dispute will remain unchanged.

12. This programmatic agreement will continue in full force and effect until June 1, 1994 unless terminated as herein provided. At any time in the six-month period prior to this date, the Corps may request the Council

and the SHPO in writing to review the Corp's program and consider an extension or modification of this Programmatic Agreement. No extension or modification will be effective unless all parties to the Programmatic Agreement have agreed to it in writing.

13. Any party to this Programmatic Agreement may request that it be amended whereupon the parties will consult in accordance with 36 CFR Part 800.13 to consider such amendment.

14. Any party to this Programmatic Agreement may terminate it by providing thirty (30) days' notice to the other parties, provided that the parties will consult prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the Corps will comply with 36 CFR Parts 800.4 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

Execution of this Programmatic Agreement and carrying out its terms evidences that the Corps has afforded the Council an opportunity to comment on this project and its effects on cultural resources, and that the Corps has taken into account the effects of the project on cultural resources.

Advisory Council on Historic Preservation:

_____ Date: 9/6/90

U.S. Army Corps of Engineers:

Clarence Davis Date: 8/1/90

South Carolina Historic Preservation Office: Date: 7/12/90

Mary Watson Edwards

Concur:

_____ 7-17-90

Of Kiawah Resort Associates
AS AGENT FOR KRA

Kiawah Island.

return to

KIAWAH DEVELOPMENT PARTNERS, INC.
2 North Adger's Wharf
Charleston, SC 29401

Elisabeth F. Nimmons
Legal Development Manager

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(843) 577-9585 fax
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www.kiawahisland.com

VOLUME II

EXHIBITS TO DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF KIAWAH ISLAND, SC AND KIAWAH RESORT ASSOCIATES, L.P.

EXHIBITS 16.7 THROUGH 31.1

SEPTEMBER 26, 1994

VOLUME II OF

EXHIBITS TO

DEVELOPMENT AGREEMENT

BETWEEN THE

TOWN OF KIAWAH ISLAND, SC

AND

KIAWAH RESORT ASSOCIATES, L.P.

EXHIBITS 16.7 THROUGH 31.1

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[redacted]

1943

EXH. 16.7

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT FOR CONVEYANCE
OF
PROPERTIES ON KIAWAH ISLAND, S.C.

WHEREAS, Kiawah Resort Associates, L.P., a Delaware limited partnership, (hereinafter sometimes referred to as "KRA, L.P."), and the Town of Kiawah Island, a municipal corporation organized and existing under the laws of the State of South Carolina (hereinafter sometimes referred to as the "Town"), entered into that certain Development Agreement regarding aspects of the overall development of Kiawah Island, S.C., which is dated the 26th day of September, 1994 (the "Development Agreement"); and

WHEREAS, under the terms of the Development Agreement, KRA, L.P. has agreed to convey to the Kiawah Island Community Association, Inc., (the "KICA") certain properties located on Kiawah Island, S.C. prior to certain dates more particularly set forth in the Development Agreement, the terms and provisions of which are incorporated herein by reference;

WHEREAS, KRA, L.P. has agreed to enter into the within Agreement for Conveyance of Properties on Kiawah Island, S.C. (the "Agreement") to evidence its agreement to the conveyance of such properties in accordance with the terms and provisions of the Development Agreement,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for/and in consideration of the sum of Five and No/100 ($5.00) Dollars to it in hand paid by the KIAWAH ISLAND COMMUNITY ASSOCIATION, INC., and in further consideration of the execution by the Town of Kiawah Island of the Development Agreement, KIAWAH RESORT ASSOCIATES, L.P. agrees to convey, and the KICA agrees to accept, by Quit-Claim deed (unless otherwise provided,) the following described real estate upon the terms and conditions set forth below:

Parcel 1
Rhett's Bluff Boat Landing
{Paragraph 15.(a)(i)}

All that certain piece, parcel or lot of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, known generally as the "Rhett's Bluff Boat Landing" containing 6.430 Acres, more or less, and shown and designated as "6.430 ACRES" on a plat by Southeastern Surveying, Inc., entitled "A PLAT OF A 6.430 ACRE TRACT OF LAND LOCATED IN RHETT'S BLUFF SUBDIVISION OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated June 22, 1994, and recorded in Plat Book _____, page _____, in the R.M.C. Office for Charleston County, South Carolina, said parcel having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TMS Number: 209-11-00-040

Parcel 1 shall be conveyed to the KICA no later than March 1, 1995, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, including developed parking areas, an entry road and gate, a pavilion, two L-shaped piers (for, respectively, tying up of boats and fishing and crabbing purposes, the former dock having a smaller pavilion for viewing), a boat ramp, lighting and electrical service, bollards, signage and any other improvements existing thereon at the time of such conveyance, all as more particularly set forth in Paragraph 15 (a)(i) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-1 attached hereto and incorporated herein by reference.

Parcels 2a and 2b
Beach Parking Areas
{Paragraph 15.(a)(ii)}

Parcel 2a

50 Space Parking Area at Ocean Course Drive

(Description to Follow)

(Note: Description to include enough land for KICA to build a small restroom facility at KICA's sole expense)

Parcel 2a shall be conveyed to the KICA no later than March 1, 1995, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, all as more particularly set forth in Paragraph _____ of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, reverters, and reservations as are set forth in Schedule P-2a attached hereto and incorporated herein by reference.

KRA, L.P. further agrees, prior to the conveyance of said Parcel 2a to the KICA, to make improvements, at its sole expense, to a 50 space parking area within Parcel 2a, with coquina shell or better. Such obligation is more particularly set forth in Paragraph _____ of the Development Agreement.

Parcel 2b

Western 1/2 of David Street next to Property Owners' Pool Tract

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, State of South Carolina, containing .687 acres, more or less, known generally as the "Western Half of David Street", and shown and designated as "0.687 AC." on a plat by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF LOTS 1A & 1B TRACT 13 BLOCK 7 SUBD. 411 SURFSCOTER LN., LOTS 1A & 1B BLOCK A EUGENIA AVE. AND A PORTION OF DAVID ST. CONTAINING 2.014 ACRES OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated February 22, 1994, last revised on June 2, 1994, and recorded in Plat Book EA at page 67, in the R.M.C. Office for Charleston County, South Carolina, said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

Parcel 2b shall be conveyed to the KICA no later than March 1, 1995, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, all as more particularly set forth in Paragraph 15.(a)(ii) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-2b attached hereto and incorporated herein by reference.

Parcel 2c

Tract for Proposed Extension of Members' Pool Parcel

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, located seaward of the KICA Members' Pool Parcel, lying within the southerly extensions of the two side lot lines of the property shown as the "Residents' Beach Club Parcel" on a plat by Gifford, Nielson & Williams entitled *"A PLAT OF: RESIDENTS' BEACH CLUB PARCEL OWNED BY KIAWAH ISLAND COMPANY, LIMITED LOCATED ON KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA"*, dated January 16, 1985, having latest revision dated February 4, 1985, and recorded in Plat Book BD at page 101, in the R.M.C. Office, and extending from the southernmost boundary line of said tract to the mean high water mark of the Atlantic Ocean, as the same may vary from time to time.

Parcel 2c shall be conveyed to the KICA no later than March 1, 1995, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, all as more particularly set forth in Paragraph 15.(a)(ii) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-2c attached hereto and incorporated herein by reference.

Parcel 2d

Parking Area Seaward of the Ocean Course Clubhouse

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, State of South Carolina, located at the eastern end of Kiawah Island, south of the Ocean Course Clubhouse, and shown and designated as "KIAWAH RESORT ASSOCIATES EASEMENT AREA" on a plat by Southeastern Surveying, Inc., entitled *"A PLAT OF A 30' ACCESS EASEMENT CROSSING THE LANDS OF KIAWAH RESORT ASSOCIATES AND LANDMARK LAND COMPANY OF CAROLINA, INC. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA"*, dated April 17, 1991, SAVING AND EXCEPTING THEREFROM, that portion of the aforesaid Easement Area lying between the S.C.C.C. (n/k/a OCRM) Interim Baseline and the "revised" southernmost boundary line of the Ocean Course Tract, as shown on a plat by Southeastern Surveying, Inc., entitled *"A COMBINATION PLAT OF A 22.075 ACRE TRACT AND A 1.784 ACRE TRACT OWNED BY KIAWAH RESORT ASSOCIATES ABOUT TO BE CONVEYED TO LANDMARK LAND COMPANY OF CAROLINA, INC. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA"*, dated August 20, 1991, copies of which said plats are attached hereto as Schedule P-2d-("A") and incorporated herein by reference.

TOGETHER WITH a non-exclusive, perpetual, permanent, assignable, transmissible and commercial easement for pedestrian and vehicular access, ingress and egress, to and from the southernmost terminus of Ocean Course Drive to the southernmost property line of the Ocean Course Tract, and shown and designated as "30' ACCESS EASEMENT" on a plat by Southeastern Surveying, Inc., entitled *"A PLAT OF A 30' ACCESS EASEMENT CROSSING THE LANDS OF KIAWAH RESORT ASSOCIATES AND LANDMARK LAND COMPANY OF CAROLINA, INC. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA"*, dated April 17, 1991, and designated as "30' ACCESS EASEMENT" lying between the S.C.C.C. (n/k/a OCRM) Interim Baseline and the "revised" southernmost boundary line of the Ocean Course Tract, as shown on a plat by Southeastern Surveying, Inc., entitled *"A COMBINATION PLAT OF A 22.075 ACRE TRACT AND A 1.784 ACRE TRACT OWNED BY KIAWAH RESORT ASSOCIATES ABOUT TO BE CONVEYED TO LANDMARK LAND COMPANY OF CAROLINA, INC. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA"*, dated August 20, 1991, copies of which said plats are attached hereto as Schedule P-2d-("A") and incorporated herein by reference.

Parcel 2d shall be conveyed to the KICA no later than January 1, 2000, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, all as more particularly set forth in Paragraph 15.(a)(ii) of the Development Agreement. Such conveyance shall be made by (a) Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, for that portion of the parcel lying seaward of the southernmost boundary line of the Ocean Course tract, which said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-2d attached hereto and incorporated herein by reference; and (ii) Assignment of Non-Exclusive Easement as to that portion of the parcel running generally in a southerly direction from the southernmost terminus of Ocean Course Drive, to the southernmost boundary line of the Ocean Course tract. Said Assignment of Non-Exclusive Easement shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-2d attached hereto and incorporated herein by reference.

KRA, L.P. further agrees, prior to the conveyance of said Parcel 2d to the KICA, to make improvements, at its sole expense, to a 30 space parking area within the southernmost portion of Parcel 2d, generally seaward of the Ocean Course Clubhouse, with coquina shell or better and any landscaping it deems tasteful and appropriate. Such obligation is more particularly set forth in Paragraph 15(ii) of the Development Agreement.

Parcel 3
Fishing and Crabbing Pier/Observation Tower
{Paragraph 15.(a)(iii)}

Parcel 3 consists of one or more small tracts of land (the exact size, location, shape, and boundaries, to be in KRA, L.P.'s discretion), whereupon at least one Observation Tower and one fishing/crabbing pier are to be constructed by KRA, L.P., its successors and assigns, at no cost to the KICA, its successors and assigns, all to be located at a point or points along Blue Heron Pond which is located south/southwest of Terrapin Island, and is shown on a plat by Davis & Floyd, Inc., surveyors, entitled "PLAT SHOWING EAST END KIAWAH ISLAND PROPERTY OF KIAWAH ISLAND COMPANY, LIMITED LOCATED CHARLESTON COUNTY, S.C." dated May 5, 1988, and recorded in Plat Book BS, pages 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 in the R.M.C. Office, and being a portion of the property included in the records of the Charleston County, S.C. Assessor's Office as Tax Map Number 207-00-00-015.

Parcel 3, as ultimately composed and located by KRA, L.P., in its discretion, shall be conveyed to the KICA no later than January 1, 2000, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, as set forth in Paragraph 15.(a)(iii) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-3 attached hereto and incorporated herein by reference.

Parcel 4
New Blue Heron Park
{Paragraph 15.(a)(iv)}

Parcel 4 consists of at least two (2) acres of highland adjacent to the fishing/crabbing pier and Observation Tower described above as "Parcel 3", located along Blue Heron Pond which is located south/southwest of Terrapin Island, and is shown on a plat by Davis & Floyd, Inc., surveyors, entitled "PLAT SHOWING EAST END KIAWAH ISLAND PROPERTY OF KIAWAH ISLAND COMPANY, LIMITED LOCATED CHARLESTON COUNTY, S.C." dated May 5, 1988, and recorded in Plat Book BS, pages 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 in the R.M.C. Office, and being a portion of the property included in the records of the Charleston County, S.C. Assessor's Office as Tax Map Number 207-00-00-015, to be provided, planned and developed by KRA, L.P., its successors and assigns, at its sole expense, as a passive park, TOGETHER with a non-exclusive easement for access, ingress and egress to and from said areas and roads owned by the KICA.

Parcel 4 shall be conveyed by KRA, L.P. to the KICA simultaneously with the conveyance to the KICA of such other Common Properties serving the approved and platted lots surrounding Blue Heron Pond, all as more particularly set forth in Paragraph 15.(a)(iv) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-4 attached hereto and incorporated herein by reference.

KRA, L.P. further agrees to provide three to four parking spaces and improve the same, at its sole expense, with coquina shell or better, prior to such conveyance.

Parcel 5
Existing Park Facilities
{Paragraph 15.(a)(vi)}

Glossy Ibis Mini-Park

All that certain, piece, parcel and tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, known generally as the "Glossy Ibis Mini-Park," and shown and designated as "**Residual 1.091 Ac.**" on a plat by Southeastern Surveying, Inc. entitled *"A Final Plat of Lots 700 - 713 and 749 - 768 Glossy Ibis Tract 48 Phase 1 Egret/Pintail Subdivision (428) owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA"* dated September 1, 1992, bearing latest revision date of September 24, 1992, and recorded in Plat Book CK at page 21, in the office of the Register of Mesne Conveyances for Charleston County, S.C., (hereinafter the "R.M.C. Office"), said lot having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

Canvasback Pond Minipark

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, located at the intersection of Flyway Drive and Governor's Drive, containing _____ Acres, more or less, and shown and designated as "_____" on a plat by Southeastern Surveying, Inc., entitled "_____" dated _____, 1994, a copy of which said plat is attached hereto as Exhibit P-5 ("A"), and incorporated herein by reference, said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

Master Leisure Trail System

All those certain pieces, parcels or tracts of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, which are utilized by property owners on Kiawah Island, S.C., and maintained by the KICA as part of the "Master Leisure Trail System" on Kiawah Island, S.C., but which, at the time of execution of the Development Agreement, have not been leased, assigned, or otherwise conveyed to the KICA.

Internal Crabbing/View Stands

All those certain pieces, parcels or strips of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, which are utilized by property owners on Kiawah Island, S.C., and maintained by the KICA as community crabbing piers and/or view stands.

Willet Pond Minipark

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, known generally as the "Willet Pond Minipark," and shown and designated as ***"RESIDUAL 0.373 AC."*** on a plat by Southeastern Surveying, Inc. entitled "A FINAL PLAT OF OTTER ISLAND SUBDIVISION (430) TRACT 57, BLOCK 2, LOTS 15 THRU 54 AND COUGAR ISLAND SUBDIVISION (431) TRACT 58, BLOCK 1, LOTS 100 THRU 110 OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA", dated June 27, 1991, having latest revision dated August 12, 1991, and recorded in Plat Book CE at page 35, in the office of the Register of Mesne Conveyances for Charleston County, S.C., said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

The several areas comprising Parcel 5 shall be conveyed by KRA, L.P. to the KICA no later than January 1, 1996, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, as more particularly set forth in Paragraph 15.(a)(vi) of the Development Agreement.

The conveyance of the Glossy Ibis Mini-Park, Canvasback Pond Minipark, and Willet Pond Minipark shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-5 attached hereto and incorporated herein by reference.

Portions of the Master Leisure Trail System and any Internal Crabbing/View Stands that are currently being maintained by the KICA that (i) were not included in the 99 year lease from Kiawah Resort Associates to the KICA; or (ii) have not been heretofore included in a conveyance to the KICA, will be conveyed by amendment to the 99 year lease by and between KRA, L.P. and the KICA, which said Amendment to Lease shall be completed and a memorandum thereof recorded no later than January 1, 1995.

In future subdivisions, where roads or other improvements or areas are to be conveyed to KICA and become "Common Property" (within the meaning of the recorded Kiawah covenants), as the final plat of such subdivisions are recorded and the roads therein are completed and conveyed by KRA, L.P. to the KICA, such leisure trails and/or Internal Crabbing/View Stands or other future Common Property shall also be conveyed to the KICA, by, in KRA, L.P.'s discretion, either: (i) Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and subject to all applicable covenants, conditions, rights, easements, restrictions, and reservations of record; or (ii) Assignment of a non-exclusive easement if such areas either cannot be accurately described to convey title or if title is held by a third party and KRA, L.P. is vested with a non-exclusive easement, or (iii) by amendment of the KICA 99 year lease.

Parcel 6
Sora Rail Tract
{Paragraph 15.(a)(vii)}

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, located at the Kiawah Island "Utility Tract", containing 1.00 acre, more or less, west of property of Kiawah Island Utility, Inc.; north of the Cable Television Building; and east of an unnamed 50' road right-of-way, and shown on a plat by Southeastern Surveying, Inc., entitled "AN EXHIBIT OF A 1.000 ACRE TRACT OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA", dated July 14, 1994, a copy of which said plat is attached hereto as Exhibit P-6 ("A"), and incorporated herein by reference, said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TOGETHER WITH a non-exclusive, perpetual, permanent, assignable, transmissible and commercial easement for pedestrian and vehicular access, ingress and egress, to and from the southern right-of-way line of the Kiawah Island Parkway, to the above-described property, over, upon and across (i) Sora Rail Road, as shown on a plat by Coastal Surveying, Inc., recorded in Plat Book AM at page 96, in the R.M.C. Office; and (ii) an unnamed 50' Right-of-Way leading from Sora Rail Road to the above-described property, as shown on a plat by Davis & Floyd, Inc., entitled "Plat Showing Telephone Office Building Property of Kiawah Resort Associates Located in Utility tract Town of Kiawah Island Charleston County, SC" dated February 6, 1989, and recorded in Plat Book BU at pages 160 and 161, in the R.M.C. Office.

Parcel 6 shall be conveyed by KRA, L.P. to the KICA no later than January 1, 1996, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, as more particularly set forth in Paragraph 15.(a)(vii) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-6 attached hereto and incorporated herein by reference. This conveyance shall be subject to the restriction that use of the tract be limited to those uses associated with the maintenance of Kiawah Island "Common Properties."

Parcel 7
Approximately 4,000-5,000 acres of lowlands and marshlands as set forth in Paragraph 16.(a) of the Development Agreement

For purposes of this description, the term "Kiawah Island" shall and does hereby include its adjacent islands within the marshes bordered by Stono Inlet, the Kiawah River, Captain Sam's Inlet and the Atlantic Ocean, which islands include but are not limited to "Cougar Island", "Eagle Point", "Bear Island", "Three Loons Island", "Captain Maynard's Island", "Cormorant Island", "Otter Island", "Terrapin Island", and "Willet Island".

All those certain pieces, parcels and tracts of lowland and marshlands as lie below mean high water (as the same may vary from time to time), surrounding Kiawah Island, S.C., (illustrated generally on Exhibit 16.1 to the Development Agreement which is incorporated herein by reference,) and which lie generally outside an area located approximately three hundred (300) feet away from Kiawah Island proper, and which extend to the mean low water marks of the Kiawah River, Stono River, the Atlantic Ocean, the westernmost part of Captain Sams Inlet, and other navigable waters of the United States, if any, on which said lowlands and marshlands border, together with beds of navigable and non-navigable creeks or streams where the same surround the aforesaid lowlands and marshlands.

Where the perimeter highland property of Kiawah Island is shown on subdivision plats of record in the R.M.C. Office, such lowland and marshland area described above shall commence at a point in the lowlands and marshlands three hundred (300') feet away from or seaward of the perimeter boundary line(s) of such tracts of highland on Kiawah Island as shown on such subdivision plats of record in the R.M.C. Office.

TOGETHER WITH any highlands, hummocks and any small islands bordered in whole or in part by the aforesaid marshland and lowland property, as lie beyond said 300' mark surrounding Kiawah Island.

SAVING AND EXCEPTING THEREFROM, however, any highlands or hummocks adjacent to and/or near Kiawah Island, and any small islands bordered in whole or in part by the aforesaid marshland and lowland property conveyed to third parties by instruments recorded in the R.M.C. Office prior to January 1, 2008.

It is the intention of KRA, L.P. to convey to the KICA only a portion of the lowlands and marshlands surrounding Kiawah Island, and certain undevelopable and isolated highlands and hummocks and small islands where the same have not been conveyed to third parties by instruments of record in the R.M.C. Office prior to January 1, 2008, subject to such permanent restrictions and limitations on use as set forth in the "form" deed attached hereto as Schedule P-7(a)(i), and incorporated herein by reference.

TMS Number: 207-00-00-002

Parcel 7 shall be conveyed by KRA, L.P. to the KICA no later than January 1, 2008, as more particularly set forth in Paragraph 16 (a) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-7 attached hereto and incorporated herein by reference.

Parcel 8

Approximately 10 Miles of Beachfront Property pursuant to Paragraph 16(b) of the Development Agreement

All that certain piece, parcel or strip of land, situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, approximately ten (10) miles in length, the westernmost boundary of which being an imaginary line having as its northern terminus, a point marked by a concrete monument having State Plane Coordinates N275,327.0025/ E2,267,801.5097 located at the southwesternmost corner of a 2.067 acre tract of land located at the terminus of Beachwalker Road on Kiawah Island, known generally as the "Employee Facility Tract" and as shown on a plat by Williams & Associates dated March 20, 1981, and recorded in Plat Book AS at page 85, in the R.M.C. Office for Charleston County, S.C. (the "R.M.C. Office"); thence running with said imaginary line from said point in a southerly direction S04°55'16"E to the mean high water mark of the Atlantic Ocean; said strip of land thence extending eastwardly to an imaginary line extending due south from a point marked by a concrete monument numbered 27722 shown on Page 3 of 3 of a plat of the "Links Course Tract" by Davis & Floyd, Inc., dated February 6, 1989, and recorded in Plat Book BV at page 38, in the R.M.C. Office to the mean high water mark of the Atlantic Ocean; said strip of land varies in width, but is generally between 200' and 300' wide, and extends from the seaward boundary lines of most beachfront residential, resort and commercial properties on Kiawah Island, as shown on plats of record in the R.M.C. Office, to the mean high water mark of the Atlantic Ocean.

SAVING AND EXCEPTING THEREFROM, however, so much of the above-described beachfront property having been previously conveyed by KRA, L.P. or its predecessors in title to third parties by instruments recorded in the R.M.C. Office prior to the execution hereof.

Parcel 8 shall be conveyed by KRA, L.P. to the KICA no later than January 1, 1996, as more particularly set forth in Paragraph 16(b) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-8 attached hereto and incorporated herein by reference.

Parcel 9

Bear Island, a/k/a Little Bear Island, subject to rights of KRA, L.P., its successors and assigns, to replace any holes of The Ocean Course, See paragraph 16(d) of the Development Agreement

All that certain piece, parcel or tract of land, being the far eastern end of Kiawah Island, Charleston County, South Carolina, known generally as "Bear Island" or "Little Bear Island," and shown and designated on a sketch attached hereto as Schedule P-9-("A"), which said sketch is incorporated herein by reference.

Parcel 9 shall be conveyed by KRA, L.P. to the KICA no later than January 1, 2016, as more particularly set forth in Paragraph 16(d) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-9 attached hereto and incorporated herein by reference.

In addition to the above, that portion of Parcel 9 as is designated "area available for golf replacement" (the "Golf Replacement Area") on Schedule P-9-("A") hereto, is made subject to the following terms and conditions:

Should a portion of The Ocean Course, which is located to the southwest of Bear Island, become damaged, in whole or in part, by any future storm, natural disaster, natural change in either the channel or oceanfront or dunes, or by any other causes and there is no property available on such damaged Ocean Course site for the replacement of such holes, then, in such event, KRA, L.P., its successors or assigns, may, in its or their sole discretion, convey to the then owner of The Ocean Course property, so much of the Golf Replacement Area as may be necessary to re-construct such golf areas of The Ocean Course as may be so damaged by such causes listed above. Should the property on Bear Island as is needed for such purposes be then titled in KICA or its successors or assigns, then such then owner, by acceptance of the deed to the Bear Island property, agrees to forthwith convey to the then owner of The Ocean Course, such lands as are so designated by KRA, L.P., its successors or assigns. The full sale consideration (other than $1.00) shall be paid solely to KRA, L.P., its successors or assigns. It is understood and agreed that such damage from such causes may occur more than once and from time to time and this condition and conveyance requirement shall continue.

The parties agree that there are approximately 207 acres of highland located within the Bear Island parcel. Once the exact amount of highland acreage within the Bear Island parcel is determined (which such determination shall be made by KRA, L.P. at its sole expense), KRA, L.P. shall have the limited right to subdivide up to twenty (20%) percent of such highland acreage for the construction of up to eighteen (18) small cottage sites, and may convey the same as with other Kiawah Island lots, to third party purchasers. Such 20% area shall be located within the southern half of the Bear Island parcel, as delineated on Schedule P-9-("A") hereto (the aforesaid 20% of the highland acreage within the Bear Island parcel as set forth above is hereinafter referred to as the "Cottage Area"). In addition, KRA, L.P., may construct limited active recreational facilities within the Cottage Area, including, but not limited to tennis facilities, par 3 golf holes, etc. KRA, L.P. and KICA further agree that access to the Cottage Area shall be by means of private roads which will be constructed and maintained by KRA, L.P., and/or an association created by KRA, L.P., its successors and assigns, and KRA, L.P. shall have the right, in its sole discretion, to maintain title to such private access road and/or convey it to a homeowners association.

Prior to the commencement of such construction and improvement of any portion of Bear Island, KRA, L.P. shall submit to the Town of Kiawah Island for approval, a master plan for Bear Island, all in accordance with Paragraph 16(d) of the Development Agreement.

Except as provided above, Bear Island shall remain permanently in its natural state as a habitat for animals and birds; provided, however, that nothing contained herein shall prohibit KRA, L.P., and/or Kiawah property owners and their invitees (under the auspices of and/or regulations and supervision of the KICA), from entering onto such natural areas of Bear Island for camping, nature viewing, wildlife expeditions, and other similar activities. (Access may have to be by boat)

Parcel 10

Conveyance of Captain Sam's Spit pursuant to
Paragraph 16.(h) of the Development Agreement

All that certain piece, parcel or tract of land being the westernmost portion of Kiawah Island, Charleston County, S.C., lying generally south of Beachwalker Park and southwest of the "Employee Facility Tract", more particularly delineated on a plat by Southeastern Surveying, Inc., entitled *"AN EXHIBIT OF CAPTAIN SAM'S SPIT AND BEACHWALKER PARK OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA"*, dated July 14, 1994, attached hereto as Exhibit "A" and incorporated herein by reference; said tract being bounded on the north by the Kiawah River, a small tract of land west of Beachwalker Park, and Beachwalker Park; on the east by property of Grantor; on the South and Southeast by the Atlantic Ocean and on the west by the Kiawah River and Captain Sam's Inlet.

Parcel 10 shall be conveyed by KRA, L.P. to the KICA no later than January 1, 2008, as more particularly set forth in Paragraph 16(h) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-10 attached hereto and incorporated herein by reference. Such conveyance shall be made subject to specific reservations by KRA, L.P., for itself and its successors and assigns, of a non-exclusive easement for pedestrian and vehicular access, ingress and egress, and all recreational uses, including boat landing or dock uses.

KRA, L.P. reserves the right, in its sole discretion, to convey the eastern half of Parcel 10, more fully depicted on Schedule P-10(a) hereof, to Charleston County and/or the Charleston County Parks and Recreation Commission, at any time prior to January 1, 2008, pursuant to Paragraph 16.(h) of the Development Agreement. However, such conveyance shall contain a restriction that the property shall be used only for active and/or passive open space, nature study, beach recreation or parks.

Parcel 11
Cougar Island Park
{Paragraph _____}

Parcel 11 consists of no more than two (2) acres of highland located on Cougar Island at a site to be selected by KRA, L.P., its successors and assigns, which is north of The Ocean Course, and is shown on a plat by Davis & Floyd, Inc., surveyors, entitled "PLAT SHOWING EAST END KIAWAH ISLAND PROPERTY OF KIAWAH ISLAND COMPANY, LIMITED LOCATED CHARLESTON COUNTY, S.C." dated May 5, 1988, and recorded in Plat Book BS, pages 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 in the R.M.C. Office, and being a portion of the property included in the records of the Charleston County, S.C. Assessor's Office as Tax Map Number 207-00-00-015, to be provided, planned and developed by KRA, L.P., its successors and assigns, at its sole expense, as a passive park, TOGETHER with a non-exclusive easement for access, ingress and egress to and from said areas and roads owned by the KICA.

Parcel 11 shall be conveyed by KRA, L.P. to the KICA no later than March 1, 1995, together with all improvements existing thereon at the time of such conveyance, all as more particularly set forth in Paragraph _____ of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-11 attached hereto and incorporated herein by reference.

KRA, L.P. further agrees to provide five parking spaces and improve the same, at its sole expense, with coquina shell or better, prior to such conveyance.

THE ABOVE-DESCRIBED PARCELS ARE HEREINAFTER SOMETIMES COLLECTIVELY REFERRED TO AS THE "PROPERTIES"

MORTGAGE LIEN

The Properties shall be conveyed by KRA, L.P. to the KICA either (i) free and clear of any mortgage liens or (ii) the lien of such mortgages shall be subordinated to the conveyances contemplated hereby.

COMMON PROPERTIES

The Properties described herein shall be conveyed to the KICA by quit-claim deeds, subject to the covenants, conditions, rights, easements, restrictions, provisions, and reservations set forth herein; and subject further to the condition and restriction that the Properties shall be maintained and utilized as Common Properties as defined in the Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. recorded in Book M114, page 407 in the R.M.C. Office, as amended, and shall be made subject to such rights and restrictions as are applicable to Common Properties as set forth in said Declaration.

ROLLBACK TAXES

KRA, L.P. hereby represents to the KICA that it has no knowledge of any pending Roll-Back taxes assessed against the Property and agrees that in the event Roll-Back taxes are assessed against the Property, KRA, L.P. shall assume liability for their payment, and does hereby indemnify the KICA from and against payment thereof.

SURVIVAL

KICA and KRA, L.P. acknowledge and agree that the obligations set forth herein shall survive to the extent called for in paragraph 34(j) of the Development Agreement.

APPLICABLE LAW

This Agreement shall governed by the laws of the State of South Carolina.

NOTICES

Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given in such manner and to such addresses as are set forth in Paragraph 34.(h) of the Development Agreement.

SUCCESSORS AND ASSIGNS

The covenants and agreements in the within Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, their successors and assigns, their respective successors in interest, their heirs, personal representatives and assigns.

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties hereto and neither this Agreement nor any provision thereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this 26th day of September, in the year of our Lord One Thousand Nine Hundred and Ninety-Four, in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP. SEAL)
Its: General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

IN WITNESS WHEREOF, the Kiawah Island Community Association, Inc. has caused these presents to be executed in its name by its officer(s) thereunto duly authorized, and its seal to be hereunto affixed, this ____ day of September, in the year of our Lord One Thousand Nine Hundred and Ninety-Four, in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Anne Watson

KIAWAH ISLAND COMMUNITY
ASSOCIATION, INC. (SEAL)

By: _____

Its: President

By: _____

Its: Secretary

BUIST/BN/KRALP/DEVELOPM.CON

September 14, 1994

Schedule P-1

Parcel 1
Rhett's Bluff Boat Landing

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

INDENTURE QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has subject to the reservations herein, remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., the following described property, to-wit:

All that certain piece, parcel or lot of land, together with the buildings and improvements located thereon, and associated with or extending therefrom (e.g., piers, boat access landing, etc.,) situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, known generally as the "Rhett's Bluff Boat Landing" containing 6.430 Acres, more or less, and shown and designated as "6.430 ACRES" on a plat by Southeastern Surveying, Inc., entitled "A PLAT OF A 6.430 ACRE TRACT OF LAND LOCATED IN RHETT'S BLUFF SUBDIVISION OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated June 22, 1994, and recorded in Plat Book _____, page _____, in the R.M.C. Office for Charleston County, South Carolina, said parcel having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear (the highland and all improvements, whether or not depicted on the aforesaid plats, hereinafter referred to as the "Property").

TMS Number: 209-11-00-040

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to the following:

(a) Charleston County, S.C. ad valorem taxes for 1995, not yet due and payable, and ad valorem taxes for all subsequent years.

(b) Title to that portion of the property, if any, lying below the mean high water mark of abutting tidal waters.

(c) Rights reserved unto Ronald D. Royal, a/k/a Ronald David Royal, Dennison A. Royal, Alice Royal Smith, formerly Pamela Alice Royal, a/k/a Pamela Royal Smith, Michael F. Royal, Sandra Royal Olsberg and Nancy Royal Schomaker, formerly Nancy Royal Mims, and their respective assigns, and obtained through and tied to the ownership of a lot or lots subdivided from the property described in the "Saving and Excepting Also" clause found on pages 4 and 5 of the deed hereinafter referred to, to become a member of any association of Kiawah property owners or other such organization; the right of ingress and egress over any platted public and private streets, roads and ways; the right to connect and use utility and other services on the same basis as those services are offered to other lot owners on Kiawah Island and the right to use recreational facilities on the same basis as those facilities are offered to other such lot owners, said rights being more fully set forth in subparagraph "(d)" on page 5 of the deed of conveyance from Ronald D. Royal, et al., to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office.

(d) Unrecorded easements, if any, for utility lines and facilities existing at the time of the conveyance from Ronald D. Royal, et al. to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office, as set forth in paragraph "(c)" on page 7 thereof.

(e) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

(f) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 406 in the R.M.C. Office.

(g) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

(h) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. executed by Kiawah Island Community Association, Inc. and Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 407 in the R.M.C. Office.

(i) Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O125, page 163 in the R.M.C. Office.

(j) Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K139, page 58 in the R.M.C. Office.

(k) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the R.M.C. Office.

(l) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the R.M.C. Office.

(m) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the R.M.C. Office.

(n) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the R.M.C. Office.

(o) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the R.M.C. Office.

(p) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the R.M.C. Office, assigning certain rights under the aforesaid restrictions, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC", dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the R.M.C. Office.

(q) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

(r) Declaration of Special Covenants and Restrictions (Non-Competition) executed by KRA, dated March 31, 1989, and recorded in Book E183, page 345 in the R.M.C. Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in said R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M191, page 671 in said R.M.C. Office.

(s) Agreement entered into by and between Kiawah Resort Associates and Edgar A. Buck and Margaret B. Buck dated February 10, 1989, and recorded in Book W181, page 643 in the R.M.C. Office.

(t) Declaration of Special Covenants and Restrictions (Bass Pond), declared by Kiawah Resort Associates, dated March 31, 1989, and recorded in Book E183, page 411 in the R.M.C. Office.

(u) Non-Exclusive Easement for Access, Ingress and Egress and for Effluent Lines executed by Kiawah Resort Associates in favor of Landmark Land Company of Carolina, Inc., dated March 31, 1989, and recorded March 31, 1989, in Book E183, page 138 in the R.M.C. Office.

(v) Agreement by and between St. John's Water Company, Inc. and Kiawah Island Utility, Inc., dated April 12, 1978, and recorded in Book O121, page 365, in the R.M.C. Office.

(w) Any lawful, constitutional interest in either the State of South Carolina or Federal Government created, or limitations on use imposed, by the Federal Coastal Management Act or other Federal law or by S. C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-250 through 48-39-360, as amended, or any regulations promulgated pursuant to said State or Federal laws, inclusive of the DHEC - Office of Ocean and Coastal Resource Management, and U. S. Army Corps of Engineers regulations, and such rights as the public may enjoy to the use of property lying below the mean high water mark.

(x) Easements, construction/improvement setbacks and other building/use criteria as shown on the aforesaid plat recorded in Plat Book _____, at page _____, in the R.M.C. Office.

(y) Memorandum of Utility Service Agreement executed by and between Kiawah Resort Associates, L.P. and Kiawah Island Utility, Inc., dated July 29, 1994, and recorded in Book _____, page _____, in the R.M.C. Office.

(z) This conveyance is made subject to the express covenant, condition and restriction that the Property shall be used only as a private Kiawah Island community boat landing with related facilities, for the use of Kiawah Island property owners and others as either allowed for or reserved herein or by KICA, its successors and assigns, and the Property shall be maintained and utilized as a Common Property as defined in the aforesaid Declaration recorded in Book M114, page 407 in the R.M.C. Office, as amended, and is subject to such rights and restrictions as are applicable to Common Properties as set forth in said Declaration.

Notwithstanding any other provision hereof, there is hereby reserved unto the Grantor, for itself and its invitees, successors, successors in title and assigns, the non-exclusive, perpetual, permanent, assignable, transmissible and commercial right and easement, in perpetuity, to use and reserve the Rhett's Bluff Boat Landing (i.e., the Property), including all improvements thereon, without charge, for parties, special events, and other similar functions, and for fishing, boating, crabbing, etc. Grantor, its successors and assigns, shall be fully responsible for the preparation and cleanup of the site and for payment for all KICA security, cleanup and other expenses (including all repairs) as may be generated as a result of Grantor's such usage. Grantor's party usage shall be limited to 15 days per year, and Grantor, its successors and assigns, shall give KICA reasonable written notice of its desire to reserve such usage; these party usage rights shall be further limited, as a matter of right, to periods of no more than two consecutive days.

The non-exclusive usage rights and easements herein reserved shall be for the benefit of Grantor, its invitees, successors, successors in title and assigns, shall be and are hereby deemed to be integral to, inhering in and essential to Grantor's commercial purposes as developer of Kiawah Island and/or the "Company" under the Kiawah Island Covenants, are enforceable only by Grantor, its successors as such developer or the "Company" under the Kiawah Island Covenants, and its assigns, or its designee, and shall benefit and run with the title to the Grantor's remaining properties on Kiawah Island, S.C. (including but not limited to its Sales Center Property on the Kiawah Island Parkway and Cougar Island).

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah Covenants, including rights or easements to use and enjoy Common Property and allowing guests or others to do so.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-Five, and in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, 1995.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

IN WITNESS WHEREOF, the Kiawah Island Community Association, Inc. has caused these presents to be executed in its name by its officer(s) thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-Five, in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

KIAWAH ISLAND COMMUNITY
ASSOCIATION, INC. (SEAL)

By: _____

Its: _____

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

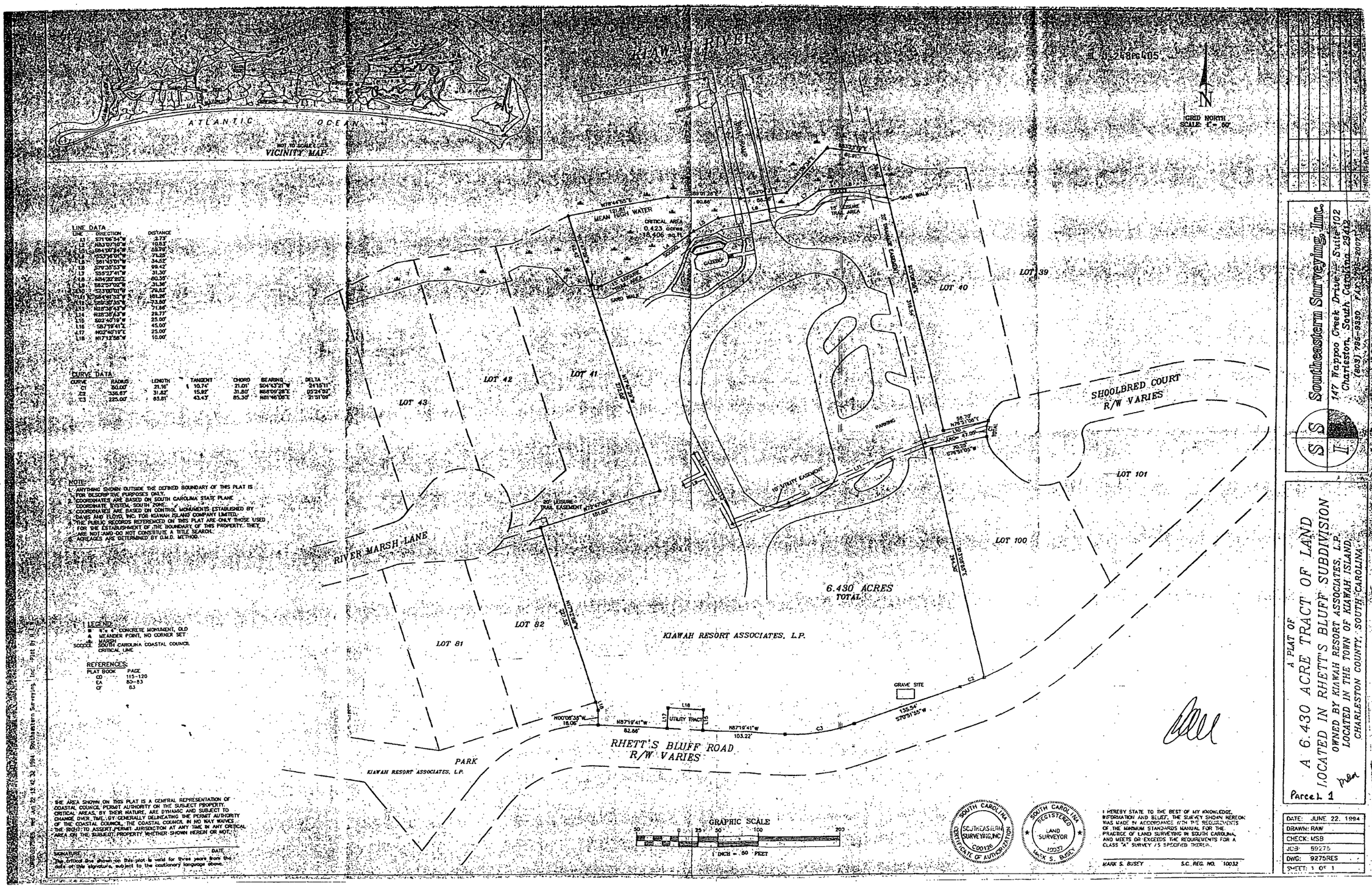
PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Island Community Association, Inc., by its officers thereunto duly authorized, sign and seal the within written instrument, and said corporation by said officers did deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
____ day of _____, 1995.

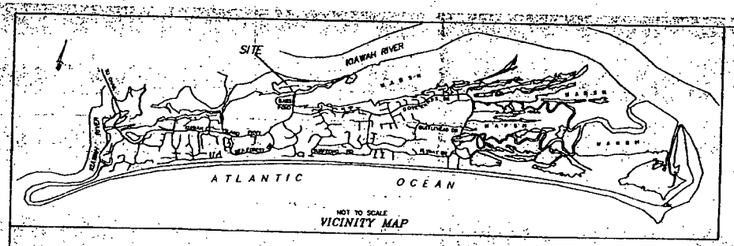
_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/DEVEXH.1-4


ATLANTIC OCEAN
NOT TO SCALE
VICINITY MAP
KIAWAH RIVER
GRID NORTH
SCALE: 1" = 60'
LINE DATA
LINE DIRECTION DISTANCE
L1 S71°06'54"W 3.73'
L2 N83°07'10"W 19.83'
L3 S64°09'24"W 48.78'
L4 S53°16'10"W 71.25'
L5 S81°45'01"W 34.52'
L6 S79°38'53"W 99.42'
L7 S55°57'41"W 31.30'
L8 N84°26'20"E 60.35'
L9 S62°37'02"W 31.36'
L10 S52°30'01"W 76.62'
L11 S64°41'32"W 161.26'
L12 S68°37'35"W 73.86'
L13 N28°55'43"W 71.86'
L14 N28°38'43"W 29.77'
L15 S02°40'19"W 25.00'
L16 S87°19'41"E 45.00'
L17 N02°40'19"E 25.00'
L18 N71°12'58"W 10.00'
CURVE DATA
CURVE RADIUS LENGTH TANGENT CHORD BEARING DELTA
C1 50.00' 21.16' 10.74' 21.01' S04°43'21"W 24°15'11"
C2 300.00' 31.82' 15.92' 31.80' N68°09'28"E 05°24'35"
C3 225.00' 85.81' 43.43' 85.30' N81°46'09"E 21°51'09"
NOTE:
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. COORDINATES ARE BASED ON CONTROL MONUMENTS ESTABLISHED BY DAVIS AND FLOYD, INC. FOR KIAWAH ISLAND COMPANY LIMITED.
4. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AMD DO NOT CONSTITUTE A TITLE SEARCH.
5. ACREAGES ARE DETERMINED BY G.M.D. METHOD.
LEGEND:
● IPS = IRON PIPE SET
■ CMS = CONCRETE MONUMENT, OLD
▲ MEANDER POINT, NO CORNER SET
MARSH
SCCCL SOUTH CAROLINA COASTAL COUNCIL CRITICAL LINE
REFERENCES:
PLAT BOOK PAGE
CD 115-120
CA 80-83
CF 63
THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF COASTAL COUNCIL PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE COASTAL COUNCIL, THE COASTAL COUNCIL IN NO WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.
SIGNATURE DATE
The critical line shown on this plat is valid for three years from the date of the signature, subject to the cautionary language above.
MEAN HIGH WATER
CRITICAL AREA
0.423 Acres
18,406 Sq. Ft.
6.430 ACRES
TOTAL
KIAWAH RESORT ASSOCIATES, L.P.
LOT 39
LOT 40
LOT 41
LOT 42
LOT 43
LOT 81
LOT 82
LOT 100
LOT 101
SHOOLBRED COURT
R/W VARIES
RIVER MARSH LANE
RHETT'S BLUFF ROAD
R/W VARIES
PARK
KIAWAH RESORT ASSOCIATES, L.P.
GRAVE SITE
UTILITY TRACT
20' DRAINAGE EASEMENT
10' UTILITY EASEMENT
20' LEISURE TRAIL EASEMENT
15' LEISURE TRAIL AREA
SAND WALK
PARKING
GRAPHIC SCALE
50 0 25 50 100 200
1 INCH = 50 FEET
SOUTH CAROLINA SOUTHEASTERN SURVEYING, INC. CERTIFICATE OF AUTHORIZATION C00126
SOUTH CAROLINA REGISTERED LAND SURVEYOR 10032 JACK S. BUSBY
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.
MARK S. BUSBY S.C. REG. NO. 10032
Bk 24 Pg 405
Southeastern Surveying, Inc.
147 Wappoo Creek Drive - Suite 102
Charleston, South Carolina 29412
(803) 795-9339 FAX 795-8001
A PLAT OF
A 6.430 ACRE TRACT OF LAND
LOCATED IN RHETT'S BLUFF SUBDIVISION
OWNED BY KIAWAH RESORT ASSOCIATES, L.P.
LOCATED IN THE TOWN OF KIAWAH ISLAND,
CHARLESTON COUNTY, SOUTH CAROLINA
Parcel 1
DATE: JUNE 22, 1994
DRAWN: RAW
CHECK: MSB
JOB: 9275
DWG: 9275RES
SHEET: 1 OF 1
Plot on Jun 22 13:42:32 1994 Southeastern Surveying, Inc. Plot by RAW

BK J.248PG404



NOT TO SCALE
VICINITY MAP

KIAWAH RIVER

GRID NORTH
SCALE: 1" = 60'

LINE DATA

LINE	DIRECTION	DISTANCE
L1	S71°06'54"W	2.73'
L2	N63°07'10"W	10.63'
L3	S64°00'24"W	36.79'
L4	S53°16'01"W	71.25'
L5	S61°45'01"W	34.52'
L6	S79°35'53"W	99.42'
L7	S86°27'41"W	31.36'
L8	N54°32'30"E	80.35'
L9	S62°57'02"W	31.36'
L10	S73°00'01"W	79.82'
L11	S84°41'33"W	181.26'
L12	S89°30'35"W	73.80'
L13	N89°36'43"W	71.98'
L14	N26°36'43"W	69.77'
L15	S03°40'16"W	25.00'
L16	S87°19'41"E	45.00'
L17	N02°40'19"E	25.00'
L18	N11°16'46"W	10.00'

CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	50.00'	21.16'	10.74'	21.01'	S04°43'21"W	24°15'11"
C2	336.67'	31.62'	15.82'	31.60'	N68°09'28"E	05°22'52"
C3	375.00'	66.61'	43.43'	65.30'	N61°48'16"E	21°31'09"

NOTE:
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. COORDINATES ARE BASED ON CONTROL MONUMENTS ESTABLISHED BY DAVIS AND FLOYD, INC. FOR KIAWAH ISLAND COMPANY LIMITED.
4. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
5. ACREAGES ARE DETERMINED BY D.M.D. METHOD.

LEGEND:
- ● 4" x 4" CONCRETE MONUMENT, OLD
- ▲ MEASURED POINT, NO CORNER SET
- MARSH
- SCCCCL SOUTH CAROLINA COASTAL COUNCIL CRITICAL LINE

REFERENCES:

PLAT BOOK	PAGE
CD	115-120
EA	80-83
G	63

THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF COASTAL COUNCIL PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE COASTAL COUNCIL. THE COASTAL COUNCIL IN NO WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY WHETHER SHOWN HEREIN OR NOT.

SIGNATURE DATE

The critical line shown on this plat is valid for three years from the date of this signature, subject to the cautionary language above.

GAZEBO
DOCK
DOCK
BOAT RAMP
GAZEBO
N76°44'55"E 171.01' MEAN HIGH WATER
CRITICAL AREA 0.423 acres 18,405 sq.ft.
S09°01'28"E 90.66'
N63°01'43"E 56.56'
N41°09'24"E 73.11'
S83°23'19"E 61.91'
36.40'
STOOPS
15' LEISURE TRAIL AREA
SAND WALK
25' DRAINAGE EASEMENT
S11°55'55"E 315.56'
15' LEISURE TRAIL AREA
SAND WALK
N11°17'29"E 93.42'
LOT 40
LOT 39
LOT 43
LOT 42
LOT 41
PARKING
S76°51'09"E 68.76'
ARC= 21.05'
CHD= S78°31'05"E 70.25'
SHOOLBRED COURT R/W VARIES
LOT 101
10' UTILITY EASEMENT
L12
L13
L11
L10
L9
20' LEISURE TRAIL EASEMENT N72°47'03"E 151.03'
RIVER MARSH LANE
LOT 81
LOT 82
LOT 100
6.430 ACRES TOTAL
KIAWAH RESORT ASSOCIATES, L.P.
GRAVE SITE
N10°06'38"W 14.08'
N87°39'41"W 62.65'
N87°39'41"W 103.22'
RHETT'S BLUFF ROAD R/W VARIES
PARK
KIAWAH RESORT ASSOCIATES, L.P.

GRAPHIC SCALE
50 0 75 50 100 200
1 INCH = 50 FEET

Southeastern Surveying, Inc.
147 Wappoo Creek Drive - Suite 102
Charleston, South Carolina 29412
(803) 795-0530 FAX: 795-0

A PLAT OF A TRACT OF LAND
OF THE KIAWAH RESORT ASSOCIATES, L.P.
BEING A SUBDIVISION
OF A PORTION OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

September 14, 1994

Schedule P-2a

Parcel 2a
50 Space Parking Area at Ocean Course Drive

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., the following described property, to-wit:

(Description to Follow)

(Note: Description to include enough land for KICA to build a small restroom facility at KICA's sole expense)

TMS Number:

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record. In addition, this conveyance is made subject to the following:

(a) Charleston County, S.C. ad valorem taxes for the year _____, not yet due and payable, and ad valorem taxes for all subsequent years.

(b) All questions of accuracy, location of boundary lines, location of improvements, encroachments, area, and all other matters whatsoever which an accurate survey or inspection of the premises may reveal.

(c) Any lawful, constitutional interest in either the State of South Carolina or Federal Government created, or limitations on use imposed, by the Federal Coastal Management Act or other Federal law or by S. C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-250 through 48-39-360, as amended, or any regulations promulgated pursuant to said State or Federal laws, inclusive of DHEC - Office of Ocean and Coastal Resource Management and U. S. Army Corps of Engineers regulations, and such rights as the public may enjoy to the use of property lying below the mean high water mark.

(d) Title to that portion of the Property lying below the mean high water mark and the navigable waters of the Kiawah River, Stono River, Stono River Inlet, their tributaries, and adjacent marshes.

(e) Easements, construction/improvement setbacks and other building/use criteria as shown on the plats of record in the R.M.C. Office.

(f) This conveyance is made subject to the express covenant, condition and restriction that the Property shall be used only as a private Kiawah Island community parking area and related facilities, for the use of Kiawah Island property owners; and the Property shall be maintained and utilized as a Common Property as defined in the aforesaid Declaration recorded in Book M114, page 407 in the R.M.C. Office, as amended, and is subject to such rights and restrictions as are applicable to Common Properties as set forth in said Declaration.

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah Covenants, including rights or easements to use and enjoy Common Property and allowing guests or others to do so.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-Five, and in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By: _____
Charles S. Way, Jr.
Its: President

_____

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, 1995.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/DEVEXH.1-4

September 12, 1994 Schedule P-2b

Parcel 2b
Western 1/2 of David Street next to Property Owners' Pool Tract

STATE OF SOUTH CAROLINA)
) QUIT-CLAIM DEED
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., the following described property, to-wit:

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, State of South Carolina, containing .687 acres, more or less, known generally as the "Western Half of David Street", and shown and designated as "0.687 AC." on a plat by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF LOTS 1A & 1B TRACT 13 BLOCK 7 SUBD. 411 SURFSCOTER LN., LOTS 1A & 1B BLOCK A EUGENIA AVE. AND A PORTION OF DAVID ST. CONTAINING 2.014 ACRES OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated February 22, 1994, last revised on June 2, 1994, and recorded in Plat Book EA at page 67, in the R.M.C. Office for Charleston County, South Carolina, said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear. (the "Property")

TMS Number:

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to the following:

(a) Charleston County, S.C. ad valorem taxes for 1995, not yet due and payable, and ad valorem taxes for all subsequent years.

(b) Non-exclusive rights of owners of lots shown on the plat of Royal Subdivision recorded in Plat Book J, at page 122, to the use of all streets, avenues, and roads, platted but unopened streets and roads, and all Beach Ways all as shown on the aforesaid plat recorded in Plat Book J at page 122, in the R.M.C. Office, and for access over existing roads and streets in favor of the owners of the lots shown on said plat recorded in Plat Book J at page 122, in the R.M.C. Office, for access to and from the existing public road on Johns Island.

(c) Rights reserved unto Ronald D. Royal, a/k/a Ronald David Royal, Dennison A. Royal, Alice Royal Smith, formerly Pamela Alice Royal, a/k/a Pamela Royal Smith, Michael F. Royal, Sandra Royal Olsberg and Nancy Royal Schomaker, formerly Nancy Royal Mims, and their respective assigns, and obtained through and tied to the ownership of a lot or lots subdivided from the property described in the "Saving and Excepting Also" clause found on pages 4 and 5 of the deed hereinafter referred to, to become a member of any association of Kiawah property owners or other such organization; the right of ingress and egress over any platted public and private streets, roads and ways; the right to connect and use utility and other services on the same basis as those services are offered to other lot owners on Kiawah Island and the right to use recreational facilities on the same basis as those facilities are offered to other such lot owners, said rights being more fully set forth in subparagraph "(d)" on page 5 of the deed of conveyance from Ronald D. Royal, et al., to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office.

(d) Unrecorded easements, if any, for utility lines and facilities existing at the time of the conveyance from Ronald D. Royal, et al. to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office, as set forth in paragraph "(c)" on page 7 thereof.

(e) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

(f) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 406 in the R.M.C. Office.

(g) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

(h) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. executed by Kiawah Island Community Association, Inc. and Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 407 in the R.M.C. Office.

(i) Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O125, page 163 in the R.M.C. Office.

(j) Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K139, page 58 in the R.M.C. Office.

(k) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the R.M.C. Office.

(l) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the R.M.C. Office.

(m) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the R.M.C. Office.

(n) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the R.M.C. Office.

(o) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the R.M.C. Office.

(p) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the R.M.C. Office, assigning certain rights under the aforesaid restrictions, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC", dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the R.M.C. Office.

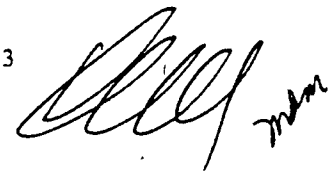
(q) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

(r) Consent to Application of the Uniform Act Regulating Traffic executed by Kiawah Island Company Limited dated August 15, 1978, and recorded August 23, 1978, in Book U116, page 11 in the R.M.C. Office.

(s) Consent to Application of the Uniform Act Regulating Traffic between Kiawah Island Company Limited and Kiawah Island Community Association, Inc. dated August 2, 1984, and recorded August 6, 1984, in Book E139, page 717 in the R.M.C. Office.

(t) First Amendment to Consent to Application of the Uniform Act Regulating Traffic between Kiawah Island Company Limited and Kiawah Island Community Association, Inc. dated March 31, 1987, and recorded April 1, 1987, in Book R163, page 103 in the R.M.C. Office.

(u) Agreement by and between St. John's Water Company, Inc. and Kiawah Island Utility, Inc., dated April 12, 1978, and recorded in Book O121, page 365, in the R.M.C. Office.



(v) Unrecorded Lease Agreement between Kiawah Resort Associates, L.P. and the Kiawah Island Community Association, Inc., evidenced of record by that certain Memorandum of Lease Agreement and Assignment dated September 22, 1992, and recorded September 25, 1992, in Book P218, page 208, in the R.M.C. Office.

(w) Declaration of Special Covenants and Restrictions (Non-Competition) executed by KRA, dated March 31, 1989, and recorded in Book E183, page 345 in the R.M.C. Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in said R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M191, page 671 in said R.M.C. Office.

(x) Non-Exclusive Easement for Access, Ingress and Egress and for Effluent Lines executed by Kiawah Resort Associates in favor of Landmark Land Company of Carolina, Inc., dated March 31, 1989, and recorded March 31, 1989, in Book E183, page 138 in the R.M.C. Office.

(y) Easements, construction/improvement setbacks and other building/use criteria as shown on the aforesaid plat recorded in Plat Book EA at page 67, in the R.M.C. Office.

(z) This conveyance is made subject to the express covenant, condition and restriction that the Property shall be used only as a private Kiawah Island community parking area and related facilities, in conjunction with the expansion of the Kiawah Island property owners' pool located at the Members' Beach Club parcel immediately adjacent to and west of the Property, for the use of Kiawah Island property owners and their guests. No structures shall be constructed on the Property without the prior, express written consent of the Grantor, its successors and assigns; and the Property shall be maintained and utilized as a Purchased Common Property as defined in the aforesaid Declaration of Covenants recorded in Book M114, page 407 in the R.M.C. Office, as amended, (the "Covenants"), and is subject to such rights and restrictions as are applicable to Purchased Common Properties as set forth in said Covenants.

Reserving unto the Grantor, its successors and assigns, a non-exclusive, perpetual, permanent, assignable, transmissible and commercial right and easement, over, upon and across a strip of land having as its northern boundary, an imaginary line being the westerly extension of the northern right-of-way line of Eugenia Avenue (as said Eugenia Avenue is shown on a plat of Royal Subdivision recorded in Plat Book J at page 122) and as its southern boundary, an imaginary line being the westerly extension of the southern right-of-way line of Eugenia Avenue, and as its eastern and western boundaries, the east and west property lines of the above-described Property. Such easement shall be used by the Grantor, its successors and assigns and permittees, from time to time, for emergency purposes only, for access to and from Eugenia Avenue and the Property Owners' Pool area. Grantor shall also have the right to erect and maintain, at Grantor's sole expense, bollards, and a gate or other similar system which would assure that such easement is used only for emergency traffic.

The non-exclusive usage rights and easement herein reserved are for the benefit of Grantor, its invitees, successors, successors in title and assigns, shall be and are hereby deemed to be integral to, inhering in and essential to Grantor's commercial purposes as developer of Kiawah Island and the "Company" under the Kiawah Island Covenants, are enforceable only by Grantor, its successors as such developer or the "Company" under the Kiawah Island Covenants, and its assigns, or its designee, and shall benefit and run with the title to the Grantor's remaining properties on Kiawah Island, S.C. (including but not limited to its Sales Center Property on the Kiawah Island Parkway and Cougar Island), until such remaining properties are conveyed by Grantor to third party purchasers.

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah covenants, including rights or easements to use and enjoy Purchased Common Property and allowing guests or others to do so.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-Five, and in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By: _____
Charles S. Way, Jr.
Its: President

_____

By: _____
Betty R. Crow
Its: Secretary

BK J 248PG414

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, 1995.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/DEVEXH.1-4

September 12, 1994 Schedule P-2c

Parcel 2c
Tract for Proposed Seaward Extension of Members' Pool Parcel

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., the following described property, to-wit:

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, located seaward of the KICA Members' Pool Parcel, lying between the southerly extensions of the two side lot lines of the property shown as the "Residents' Beach Club Parcel" on a plat by Gifford, Nielson & Williams entitled *"A PLAT OF: RESIDENTS' BEACH CLUB PARCEL OWNED BY KIAWAH ISLAND COMPANY, LIMITED LOCATED ON KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA"*, dated January 16, 1985, having latest revision dated February 4, 1985, and recorded in Plat Book BD at page 101, in the R.M.C. Office, and extending from the southernmost boundary line of said tract to the mean high water mark of the Atlantic Ocean, as the same may vary from time to time. (the "Property")

TMS Number:

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record; and, in addition, this conveyance is made subject to the following:

(a) The express covenant, condition and restriction that the Property shall be used only for a recreational swimming pool and clubhouse facilities, in conjunction with the expansion of the Kiawah Island property owners' pool located at the Members' Beach Club parcel immediately adjacent to and north of the Property, for the use of Kiawah Island property owners and their guests. No structures shall be constructed on the Property without the prior, express written consent of the Grantor, its successors and assigns; and the Property shall be maintained and utilized as a Purchased Common Property as defined in the aforesaid Declaration of Covenants recorded in Book M114, page 407 in the R.M.C. Office, as amended, (the "Covenants"), and is subject to such rights and restrictions as are applicable to Purchased Common Properties as set forth in said Covenants.

(b) Any lawful, constitutional interest in either the State of South Carolina or Federal Government created, or limitations on use imposed, by the Federal Coastal Management Act or other Federal law or by S. C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-250 through 48-39-360, as amended, or any regulations promulgated pursuant to said State or Federal laws, inclusive of the DHEC - Office of Ocean and Coastal Resource Management and U. S. Army Corps of Engineers regulations, and such rights as the public may enjoy to the use of property lying below the mean high water mark.

(c) Rights, if any, of the public to the use as a public beach or recreation area, any part of the Property lying between the mean low water mark of the body of water abutting the Property and the mean high water mark, which mark delineates the upland limit of the area claimed by the State of South Carolina.

(d) The limitation on use seaward from the forty year line defined by and pursuant to the act of the Legislature commonly known as the Beach Management Act which amends the South Carolina Code of Laws, 1976, by adding Sections 48-39-250 through 48-39-360 and amends Sections 48-39-10 and 48-39-130 thereof.

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah covenants, including rights or easements to use and enjoy Purchased Common Property and allowing guests or others to do so.

Portions of the Property hereby conveyed may be located in part seaward of the interim Setback Line as established by the South Carolina Coastal Council (n/k/a DHEC - Office of Ocean and Coastal Resource Management) as of January 20, 1989, and South Carolina Code Sections 48-39-270 through 48-39-360, as amended, effective July 1, 1988 (the "Beach Protection Act"). The following information concerning the location and circumstances of the Property is hereby disclosed:

The proximity and location of the interim Setback Line and the Interim Baseline areas are shown on plats of record in the R.M.C. Office for Charleston County, South Carolina. There are no habitable structures on the Property seaward of the setback line. The most recently published annual erosion rate for the Property is not set forth herein because the Property shown on such plats has over the 40 year period prior to July 1, 1988, been determined to not have an erosion rate. Reference must be had to the Beach Protection Act itself regarding the significance of these disclosures as well as the potential for movement and relocation of the lines in the future.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and Ninety-Five, and in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By: _____
Charles S. Way, Jr.
Its: President

_____

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, 1995.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/DEVEXH.1-4

September 12, 1994

Schedule P-2(d)

Parcel 2(d)
Parking Area Seaward of the Ocean Course Clubhouse
To be Signed by January 1, 2000

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., the following described property, to-wit:

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, State of South Carolina, located at the eastern end of Kiawah Island, south of the Ocean Course Clubhouse, and shown and designated as "KIAWAH RESORT ASSOCIATES EASEMENT AREA" on a plat by Southeastern Surveying, Inc., entitled *"A PLAT OF A 30' ACCESS EASEMENT CROSSING THE LANDS OF KIAWAH RESORT ASSOCIATES AND LANDMARK LAND COMPANY OF CAROLINA, INC. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA"*, dated April 17, 1991, SAVING AND EXCEPTING THEREFROM, that portion of the aforesaid "Easement Area" lying between the S.C.C.C. (n/k/a OCRM) Interim Baseline and the "revised" southernmost boundary line of the Ocean Course Tract, as shown on a plat by Southeastern Surveying, Inc., entitled *"A COMBINATION PLAT OF A 22.075 ACRE TRACT AND A 1.784 ACRE TRACT OWNED BY KIAWAH RESORT ASSOCIATES ABOUT TO BE CONVEYED TO LANDMARK LAND COMPANY OF CAROLINA, INC. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA"*, dated August 20, 1991, copies of which said plats are attached hereto as Schedule P-2d-("A") and incorporated herein by reference, said tracts having such location, butts and bounds, metes, courses and distances as will by reference to said plats more fully appear.

TMS Number:

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record as of the date of recordation of the Development Agreement by and between the Grantor and the Town of Kiawah Island dated September _____, 1994.

Schedule P-2d, Page 1

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord Two Thousand, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By: _____
Charles S. Way, Jr.
Its: President

_____

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, 2000.

_____(SEAL) _____
Notary Public for South Carolina
My commission expires:

BUIST/BN/KRALP/DEVEXH.1-4

September 12, 1994 Schedule P-2(d)

Parcel 2(d)
Parking Area Seaward of the Ocean Course Clubhouse
To be Signed by January 1, 2000

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ASSIGNMENT OF NON-EXCLUSIVE EASEMENT

WHEREAS, Landmark Land Company of Carolina, Inc. (a Delaware Corporation), (hereinafter sometimes referred to as "Landmark"), granted to Kiawah Resort Associates, (a South Carolina joint venture), (hereinafter sometimes referred to as "KRA") a non-exclusive, perpetual, permanent, assignable, transmissible and commercial easement for pedestrian and vehicular access, ingress and egress over, upon and across a 30' Access Easement at the "Ocean Course" on Kiawah Island, South Carolina, by that certain "Grant of 30' Easement and Amendment of Easement and Beachfront Property Agreement" dated July 26, 1991, and recorded in Book X204, page 613 in the R.M.C. Office for Charleston County, South Carolina, (the "Easement Agreement"), reference to which said Easement Agreement is craved for a more complete description thereof; and

WHEREAS, KRA subsequently conveyed all of its properties on Kiawah Island, S.C. and interests therein to Kiawah Resort Associates, L.P., a Delaware limited partnership ("KRA, L.P."), by deed of conveyance dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office; and

WHEREAS, KRA, L.P. has simultaneously herewith conveyed to the Kiawah Island Community Association, Inc., (the "KICA"), certain property located south of the Ocean Course tract at the eastern end of Kiawah Island, S.C. for use as a limited beach access and parking area, (the "Beach Access and Parking Area"), by deed of conveyance dated the _____ day of _____, 2000, and recorded in the R.M.C. Office for Charleston County, South Carolina, simultaneously herewith, and has agreed to assign to the KICA, the within non-exclusive easement for access to and from the Beach Access and Parking Area and the southern terminus of Ocean Course Drive,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., for/and in consideration of the Premises and the sum of One and No/100 ($1.00) Dollar to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., does hereby assign, grant, bargain, transfer, sell and convey unto the said Kiawah Island Community Association, Inc., the following easement:

the "EASEMENT"

A non-exclusive, perpetual, permanent, assignable, transmissible and commercial easement for pedestrian and vehicular access, ingress and egress, to and from the southernmost terminus of Ocean Course Drive and the southernmost property line of the Ocean Course Tract, shown and designated as "30' ACCESS EASEMENT" on a plat by Southeastern Surveying, Inc., entitled *"A PLAT OF A 30' ACCESS EASEMENT CROSSING THE LANDS OF KIAWAH RESORT ASSOCIATES AND LANDMARK LAND COMPANY OF CAROLINA, INC. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA"*, dated April 17, 1991, and designated

as "30' ACCESS EASEMENT" lying between the S.C.C.C. (n/k/a OCRM) Interim Baseline and the "revised" southernmost boundary line of the Ocean Course Tract, as shown on a plat by Southeastern Surveying, Inc., entitled *"A COMBINATION PLAT OF A 22.075 ACRE TRACT AND A 1.784 ACRE TRACT OWNED BY KIAWAH RESORT ASSOCIATES ABOUT TO BE CONVEYED TO LANDMARK LAND COMPANY OF CAROLINA, INC. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA"*, dated August 20, 1991, copies of which said plats are attached hereto as Schedule P-2d-("A") and incorporated herein by reference. Said Easement is for the non-exclusive benefit and use of the KICA, its officers, guests, employees, invitees, successors and assigns, is subject to and conditioned upon compliance by KICA with the terms and provisions of the Easement Agreement, and which said easement herein granted shall run with the title to the Beach Access and Parking Area.

The non-exclusive easement herein granted is subject to all applicable covenants, conditions, restrictions and easements of record.

TO HAVE AND TO HOLD, all and singular, the Easement unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord Two Thousand, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By: _____
Charles S. Way, Jr.
Its: President

_____

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

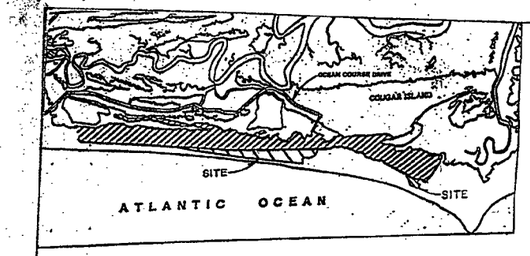
Sworn to before me this
_____ day of _____, 2000.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/DEVEXH.1-4

BK J 248PG425



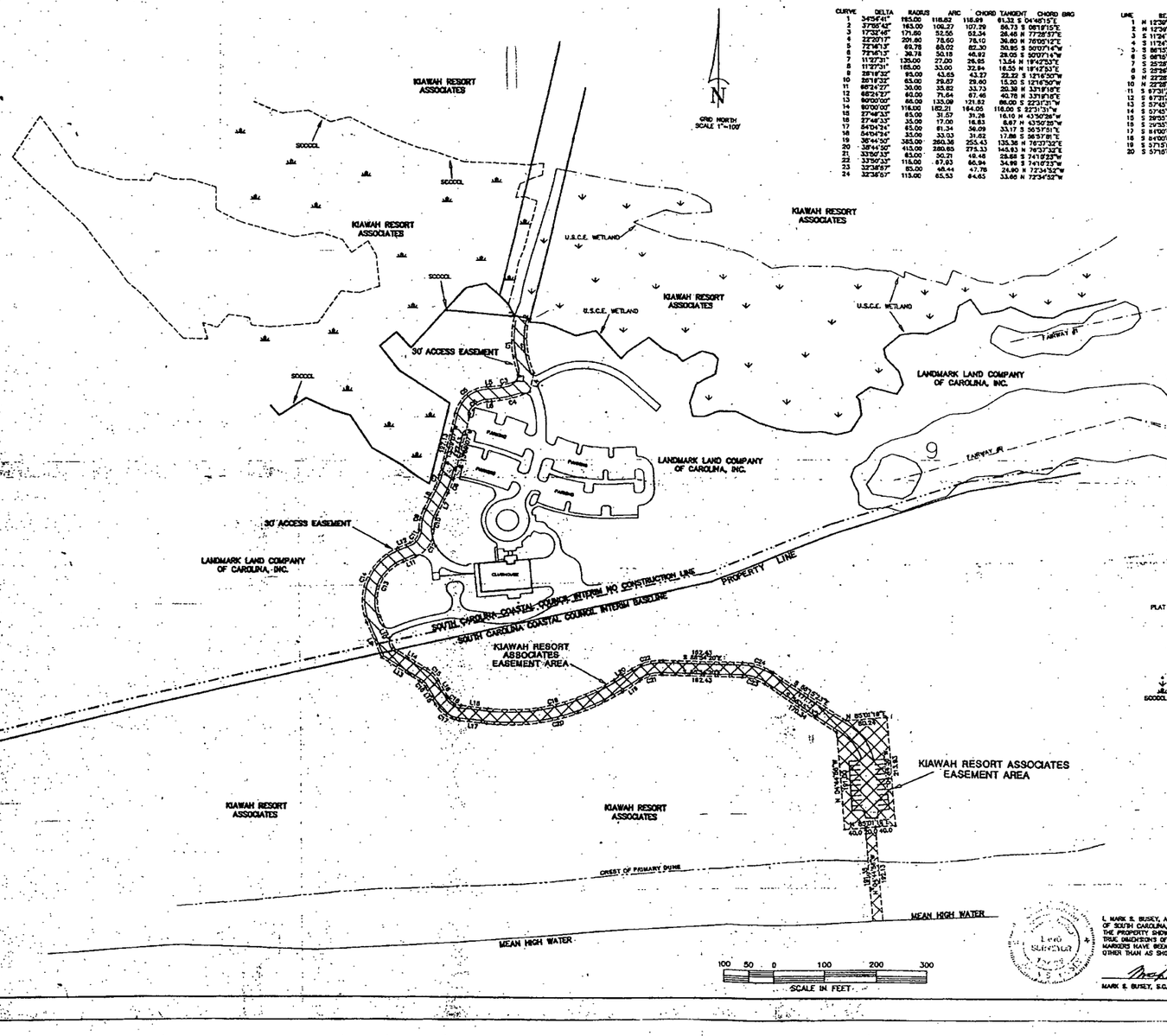
GRID NORTH
SCALE 1" =50'

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	19°49'37"	90.00	31.39	31.39	15.90	S 77°38'56" W
C2	19°49'37"	90.00	31.39	31.39	15.90	S 57°49'19" W
C3	19°49'37"	90.00	31.39	31.39	15.90	S 37°59'42" W
C4	19°49'37"	90.00	31.39	31.39	15.90	S 18°10'05" W
C5	19°49'37"	90.00	31.39	31.39	15.90	S 01°39'32" E
C6	19°49'37"	90.00	31.39	31.39	15.90	S 21°29'09" E
C7	19°49'37"	90.00	31.39	31.39	15.90	S 41°18'46" E
C8	19°49'37"	90.00	31.39	31.39	15.90	S 61°08'23" E
C9	19°49'37"	90.00	31.39	31.39	15.90	S 80°58'00" E
C10	19°49'37"	90.00	31.39	31.39	15.90	N 79°12'46" E
C11	19°49'37"	90.00	31.39	31.39	15.90	N 59°23'09" E
C12	19°49'37"	90.00	31.39	31.39	15.90	N 39°33'32" E
C13	19°49'37"	90.00	31.39	31.39	15.90	N 19°43'55" E
C14	19°49'37"	90.00	31.39	31.39	15.90	N 00°05'42" E
C15	19°49'37"	90.00	31.39	31.39	15.90	N 19°49'37" W
C16	19°49'37"	90.00	31.39	31.39	15.90	N 39°49'37" W
C17	19°49'37"	90.00	31.39	31.39	15.90	N 59°49'37" W
C18	19°49'37"	90.00	31.39	31.39	15.90	N 79°49'37" W
C19	19°49'37"	90.00	31.39	31.39	15.90	S 80°01'46" W
C20	19°49'37"	90.00	31.39	31.39	15.90	S 60°12'23" W
C21	19°49'37"	90.00	31.39	31.39	15.90	S 40°23'00" W
C22	19°49'37"	90.00	31.39	31.39	15.90	S 20°33'37" W
C23	19°49'37"	90.00	31.39	31.39	15.90	S 00°44'14" W
C24	19°49'37"	90.00	31.39	31.39	15.90	S 19°05'14" E
C25	19°49'37"	90.00	31.39	31.39	15.90	S 38°54'51" E
C26	19°49'37"	90.00	31.39	31.39	15.90	S 58°44'28" E
C27	19°49'37"	90.00	31.39	31.39	15.90	S 78°34'05" E
C28	19°49'37"	90.00	31.39	31.39	15.90	N 81°36'42" E
C29	19°49'37"	90.00	31.39	31.39	15.90	N 61°47'19" E
C30	19°49'37"	90.00	31.39	31.39	15.90	N 41°57'56" E
C31	19°49'37"	90.00	31.39	31.39	15.90	N 22°08'33" E
C32	19°49'37"	90.00	31.39	31.39	15.90	N 02°19'10" E
C33	19°49'37"	90.00	31.39	31.39	15.90	N 17°30'13" W
C34	19°49'37"	90.00	31.39	31.39	15.90	N 37°20'36" W
C35	19°49'37"	90.00	31.39	31.39	15.90	N 57°10'59" W
C36	19°49'37"	90.00	31.39	31.39	15.90	N 77°01'22" W
C37	19°49'37"	90.00	31.39	31.39	15.90	S 83°08'15" W
C38	19°49'37"	90.00	31.39	31.39	15.90	S 63°17'52" W
C39	19°49'37"	90.00	31.39	31.39	15.90	S 43°27'29" W
C40	19°49'37"	90.00	31.39	31.39	15.90	S 23°37'06" W
C41	19°49'37"	90.00	31.39	31.39	15.90	S 03°46'43" W
C42	19°49'37"	90.00	31.39	31.39	15.90	S 15°54'14" E
C43	19°49'37"	90.00	31.39	31.39	15.90	S 35°43'51" E
C44	19°49'37"	90.00	31.39	31.39	15.90	S 55°33'28" E
C45	19°49'37"	90.00	31.39	31.39	15.90	S 75°23'05" E
C46	19°49'37"	90.00	31.39	31.39	15.90	N 84°47'18" E
C47	19°49'37"	90.00	31.39	31.39	15.90	N 64°56'55" E
C48	19°49'37"	90.00	31.39	31.39	15.90	N 45°06'32" E
C49	19°49'37"	90.00	31.39	31.39	15.90	N 25°16'09" E
C50	19°49'37"	90.00	31.39	31.39	15.90	N 05°25'46" E
C51	19°49'37"	90.00	31.39	31.39	15.90	N 14°34'43" W
C52	19°49'37"	90.00	31.39	31.39	15.90	N 34°25'06" W
C53	19°49'37"	90.00	31.39	31.39	15.90	N 54°15'29" W
C54	19°49'37"	90.00	31.39	31.39	15.90	N 74°05'52" W
C55	19°49'37"	90.00	31.39	31.39	15.90	S 86°03'45" W
C56	19°49'37"	90.00	31.39	31.39	15.90	S 66°13'22" W
C57	19°49'37"	90.00	31.39	31.39	15.90	S 46°22'59" W
C58	19°49'37"	90.00	31.39	31.39	15.90	S 26°32'36" W
C59	19°49'37"	90.00	31.39	31.39	15.90	S 06°42'13" W
C60	19°49'37"	90.00	31.39	31.39	15.90	S 13°08'10" E
C61	19°49'37"	90.00	31.39	31.39	15.90	S 32°58'47" E
C62	19°49'37"	90.00	31.39	31.39	15.90	S 52°49'24" E
C63	19°49'37"	90.00	31.39	31.39	15.90	S 72°40'01" E
C64	19°49'37"	90.00	31.39	31.39	15.90	N 87°29'22" E
C65	19°49'37"	90.00	31.39	31.39	15.90	N 67°39'59" E
C66	19°49'37"	90.00	31.39	31.39	15.90	N 47°50'36" E
C67	19°49'37"	90.00	31.39	31.39	15.90	N 28°01'13" E
C68	19°49'37"	90.00	31.39	31.39	15.90	N 08°11'50" E
C69	19°49'37"	90.00	31.39	31.39	15.90	N 11°37'33" W
C70	19°49'37"	90.00	31.39	31.39	15.90	N 31°27'10" W
C71	19°49'37"	90.00	31.39	31.39	15.90	N 51°16'47" W
C72	19°49'37"	90.00	31.39	31.39	15.90	N 71°06'24" W
C73	19°49'37"	90.00	31.39	31.39	15.90	S 89°04'17" W
C74	19°49'37"	90.00	31.39	31.39	15.90	S 69°13'54" W
C75	19°49'37"	90.00	31.39	31.39	15.90	S 49°23'31" W
C76	19°49'37"	90.00	31.39	31.39	15.90	S 29°33'08" W
C77	19°49'37"	90.00	31.39	31.39	15.90	S 09°42'45" W
C78	19°49'37"	90.00	31.39	31.39	15.90	S 10°00'38" E
C79	19°49'37"	90.00	31.39	31.39	15.90	S 29°50'15" E
C80	19°49'37"	90.00	31.39	31.39	15.90	S 49°39'52" E
C81	19°49'37"	90.00	31.39	31.39	15.90	S 69°29'29" E
C82	19°49'37"	90.00	31.39	31.39	15.90	S 89°19'06" E
C83	19°49'37"	90.00	31.39	31.39	15.90	N 80°51'01" E
C84	19°49'37"	90.00	31.39	31.39	15.90	N 61°00'38" E
C85	19°49'37"	90.00	31.39	31.39	15.90	N 41°10'15" E
C86	19°49'37"	90.00	31.39	31.39	15.90	N 21°19'52" E
C87	19°49'37"	90.00	31.39	31.39	15.90	N 01°29'29" E
C88	19°49'37"	90.00	31.39	31.39	15.90	N 18°21'28" W
C89	19°49'37"	90.00	31.39	31.39	15.90	N 38°11'05" W
C90	19°49'37"	90.00	31.39	31.39	15.90	N 58°00'42" W
C91	19°49'37"	90.00	31.39	31.39	15.90	N 77°50'19" W
C92	19°49'37"	90.00	31.39	31.39	15.90	S 82°01'12" W
C93	19°49'37"	90.00	31.39	31.39	15.90	S 62°10'49" W
C94	19°49'37"	90.00	31.39	31.39	15.90	S 42°20'26" W
C95	19°49'37"	90.00	31.39	31.39	15.90	S 22°30'03" W
C96	19°49'37"	90.00	31.39	31.39	15.90	S 02°39'40" W
C97	19°49'37"	90.00	31.39	31.39	15.90	S 17°42'37" E
C98	19°49'37"	90.00	31.39	31.39	15.90	S 37°32'14" E
C99	19°49'37"	90.00	31.39	31.39	15.90	S 57°21'51" E
C100	19°49'37"	90.00	31.39	31.39	15.90	S 77°11'28" E
C101	19°49'37"	90.00	31.39	31.39	15.90	N 83°17'37" E
C102	19°49'37"	90.00	31.39	31.39	15.90	N 63°27'14" E
C103	19°49'37"	90.00	31.39	31.39	15.90	N 43°36'51" E
C104	19°49'37"	90.00	31.39	31.39	15.90	N 23°46'28" E
C105	19°49'37"	90.00	31.39	31.39	15.90	N 03°56'05" E
C106	19°49'37"	90.00	31.39	31.39	15.90	N 16°13'42" W
C107	19°49'37"	90.00	31.39	31.39	15.90	N 36°03'19" W
C108	19°49'37"	90.00	31.39	31.39	15.90	N 55°52'56" W
C109	19°49'37"	90.00	31.39	31.39	15.90	N 75°42'33" W
C110	19°49'37"	90.00	31.39	31.39	15.90	S 85°25'26" W
C111	19°49'37"	90.00	31.39	31.39	15.90	S 65°35'03" W
C112	19°49'37"	90.00	31.39	31.39	15.90	S 45°44'40" W
C113	19°49'37"	90.00	31.39	31.39	15.90	S 25°54'17" W
C114	19°49'37"	90.00	31.39	31.39	15.90	S 06°03'54" W
C115	19°49'37"	90.00	31.39	31.39	15.90	S 12°46'59" E
C116	19°49'37"	90.00	31.39	31.39	15.90	S 32°36'36" E
C117	19°49'37"	90.00	31.39	31.39	15.90	S 52°26'13" E
C118	19°49'37"	90.00	31.39	31.39	15.90	S 72°15'50" E
C119	19°49'37"	90.00	31.39	31.39	15.90	N 88°08'43" E
C120	19°49'37"	90.00	31.39	31.39	15.90	N 68°18'20" E
C121	19°49'37"	90.00	31.39	31.39	15.90	N 48°27'57" E
C122	19°49'37"	90.00	31.39	31.39	15.90	N 28°37'34" E
C123	19°49'37"	90.00	31.39	31.39	15.90	N 08°47'11" E
C124	19°49'37"	90.00	31.39	31.39	15.90	N 15°25'14" W
C125	19°49'37"	90.00	31.39	31.39	15.90	N 35°14'51" W
C126	19°49'37"	90.00	31.39	31.39	15.90	N 55°04'28" W
C127	19°49'37"	90.00	31.39	31.39	15.90	N 74°54'05" W
C128	19°49'37"	90.00	31.39	31.39	15.90	S 87°47'58" W
C129	19°49'37"	90.00	31.39	31.39	15.90	S 67°57'35" W
C130	19°49'37"	90.00	31.39	31.39	15.90	S 48°07'12" W
C131	19°49'37"	90.00	31.39	31.39	15.90	S 28°16'49" W
C132	19°49'37"	90.00	31.39	31.39	15.90	S 08°26'26" W
C133	19°49'37"	90.00	31.39	31.39	15.90	S 11°16'43" E
C134	19°49'37"	90.00	31.39	31.39	15.90	S 31°06'20" E
C135	19°49'37"	90.00	31.39	31.39	15.90	S 50°55'57" E
C136	19°49'37"	90.00	31.39	31.39	15.90	S 70°45'34" E
C137	19°49'37"	90.00	31.39	31.39	15.90	N 89°28'27" E
C138	19°49'37"	90.00	31.39	31.39	15.90	N 69°38'04" E
C139	19°49'37"	90.00	31.39	31.39	15.90	N 49°47'41" E
C140	19°49'37"	90.00	31.39	31.39	15.90	N 29°57'18" E
C141	19°49'37"	90.00	31.39	31.39	15.90	N 10°06'55" E
C142	19°49'37"	90.00	31.39	31.39	15.90	N 13°59'52" W
C143	19°49'37"	90.00	31.39	31.39	15.90	N 33°49'29" W
C144	19°49'37"	90.00	31.39	31.39	15.90	N 53°39'06" W
C145	19°49'37"	90.00	31.39	31.39	15.90	N 73°28'43" W
C146	19°49'37"	90.00	31.39	31.39	15.90	S 84°39'36" W
C147	19°49'37"	90.00	31.39	31.39	15.90	S 64°49'13" W
C148	19°49'37"	90.00	31.39	31.39	15.90	S 44°58'50" W
C149	19°49'37"	90.00	31.39	31.39	15.90	S 25°08'27" W
C150	19°49'37"	90.00	31.39	31.39	15.90	S 05°18'04" W
C151	19°49'37"	90.00	31.39	31.39	15.90	S 08°10'47" E
C152	19°49'37"	90.00	31.39	31.39	15.90	S 28°00'24" E
C153	19°49'37"	90.00	31.39	31.39	15.90	S 47°50'01" E
C154	19°49'37"	90.00	31.39	31.39	15.90	S 67°39'38" E
C155	19°49'37"	90.00	31.39	31.39	15.90	S 87°29'15" E
C156	19°49'37"	90.00	31.39	31.39	15.90	N 82°38'08" E
C157	19°49'37"	90.00	31.39	31.39	15.90	N 62°47'45" E
C158	19°49'37"	90.00	31.39	31.39	15.90	N 42°57'22" E
C159	19°49'37"	90.00	31.39	31.39	15.90	N 23°06'59" E
C160	19°49'37"	90.00	31.39	31.39	15.90	N 03°16'36" E
C161	19°49'37"	90.00	31.39	31.39	15.90	N 17°02'29" W
C162	19°49'37"	90.00	31.39	31.39	15.90	N 36°52'06" W
C163	19°49'37"	90.00	31.39	31.39	15.90	N 56°41'43" W
C164	19°49'37"	90.00	31.39	31.39	15.90	N 76°31'20" W
C165	19°49'37"	90.00	31.39	31.39	15.90	S 86°14'13" W
C166	19°49'37"	90.00	31.39	31.39	15.90	S 66°23'50" W
C167	19°49'37"	90.00	31.39	31.39	15.90	S 46°33'27" W
C168	19°49'37"	90.00	31.39	31.39	15.90	S 26°43'04" W
C169	19°49'37"	90.00	31.39	31.39	15.90	S 06°52'41" W
C170	19°49'37"	90.00	31.39	31.39	15.90	S 09°34'52" E
C171	19°49'37"	90.00	31.39	31.39	15.90	S 29°24'29" E
C172	19°49'37"	90.00	31.39	31.39	15.90	S 49°14'06" E
C173	19°49'37"	90.00	31.39	31.39	15.90	S 69°03'43" E
C174	19°49'37"	90.00	31.39	31.39	15.90	S 88°53'20" E
C175	19°49'37"	90.00	31.39	31.39	15.90	N 81°46'17" E
C176	19°49'37"	90.00	31.39	31.39	15.90	N 61°55'54" E
C177	19°49'37"	90.00	31.39	31.39	15.90	N 42°05'31" E
C178	19°49'37"	90.00	31.39	31.39	15.90	N 22°15'08" E
C179	19°49'37"	90.00	31.39	31.39	15.90	N 02°24'45" E
C180	19°49'37"	90.00	31.39	31.39	15.90	N 19°10'48" W
C181	19°49'37"	90.00	31.39	31.39	15.90	N 39°00'25" W
C182	19°49'37"	90.00	31.39	31.39	15.90	N 58°50'02" W
C183	19°49'37"	90.00	31.39	31.39	15.90	N 78°39'39" W
C184	19°49'37"	90.00	31.39	31.39	15.90	S 83°42'32" W
C185	19°49'37"	90.00	31.39	31.39	15.90	S 63°52'09" W
C186	19°49'37"	90.00	31.39	31.39	15.90	S 44°01'46" W
C187	19°49'37"	90.00	31.39	31.39	15.90	S 24°11'23" W
C188	19°49'37"	90.00	31.39	31.39	15.90	S 04°21'00" W
C189	19°49'37"	90.00	31.39	31.39	15.90	S 13°51'41" E
C190	19°49'37"	90.00	31.39	31.39	15.90	S 33°41'18" E
C191	19°49'37"	90.00	31.39	31.39	15.90	S 53°30'55" E
C192	19°49'37"	90.00	31.39	31.39	15.90	S 73°20'32" E
C193	19°49'37"	90.00	31.39	31.39	15.90	N 86°32'25" E
C194	19°49'37"	90.00	31.39	31.39	15.90	N 66°42'02" E
C195	19°49'37"	90.00	31.39	31.39	15.90	N 46°51'39" E
C196	19°49'37"	90.00	31.39	31.39	15.90	N 27°01'16" E
C197	19°49'37"	90.00	31.39	31.39	15.90	N 07°10'53" E
C198	19°49'37"	90.00	31.39	31.39	15.90	N 14°17'46" W
C199	19°49'37"	90.00	31.39	31.39	15.90	N 34°07'23" W
C200	19°49'37"	90.00	31.39	31.39	15.90	N 53°57'00" W
C201	19°49'37"	90.00	31.39	31.39	15.90	N 73°46'37" W
C202	19°49'37"	90.00	31.39	31.39	15.90	S 87°53'30" W
C203	19°49'37"	90.00	31.39	31.39	15.90	S 68°03'07" W
C204	19°49'37"	90.00	31.39	31.39	15.90	S 48°12'44" W
C205	19°49'37"	90.00	31.39	31.39	15.90	S 28°22'21" W
C206	19°49'37"	90.00	31.39	31.39	15.90	S 08°31'58" W
C207	19°49'37"	90.00	31.39	31.39	15.90	S 11°27'49" E
C208	19°49'37"	90.00	31.39	31.39	15.90	S 31°17'26" E
C209	19°49'37"	90.00	31.39	31.39	15.90	S 51°07'03" E
C210	19°49'37"	90.00	31.39	31.39	15.90	S 70°56'40" E
C211	19°49'37"	90.00	31.39	31.39	15.90	N 89°14'23" E
C212	19°49'37"	90.00	31.39	31.39	15.90	N 69°24'00" E
C213	19°49'37"	90.00	31.39	31.39	15.90	N 49°33'37" E
C214	19°49'37"	90.00	31.39	31.39	15.90	N 29°43'14" E
C215	19°49'37"	90.00	31.39	31.39	15.90	N 09°52'51" E
C216	19°49'37"	90.00	31.39	31.39	15.90	N 16°38'56" W
C217	19°49'37"	90.00	31.39	31.39	15.90	N 36°28'33" W
C218	19°49'37"	90.00	31.39	31.39	15.90	N 56°18'10" W
C219	19°49'37"	90.00	31.39	31.39	15.90	N 76°07'47" W
C220	19°49'37"	90.00	31.39	31.39	15.90	S 85°50'40" W
C221	19°49'37"	90.00	31.39	31.39	15.90	S 66°00'17" W
C222	19°49'37"	90.00	31.39	31.39	15.90	S 46°09'54" W
C223	19°49'37"	90.00	31.39	31.39	15.90	S 26°19'31" W
C224	19°49'37"	90.00	31.39	31.39	15.90	S 06°29'08" W
C225	19°49'37"	90.00	31.39	31.39	15.90	S 10°13'45" E
C226	19°49'37"	90.00	31.39	31.39	15.90	S 30°03'22" E
C227	19°49'37"	90.00	31.39	31.39	15.90	S 49°52'59" E
C228	19°49'37"	90.00	31.39	31.39	15.90	S 69°42'36" E
C229	19°49'37"	90.00	31.39	31.39	15.90	S 89°32'13" E
C230	19°49'37"	90.00	31.39	31.39	15.90	N 80°44'06" E
C231	19°49'37"	90.00	31.39	31.39	15.90	N 60°53'43" E
C232	19°49'37"	90.00	31.39	31.39	15.90	N 41°03'20" E
C233	19°49'37"	90.00	31.39	31.39	15.90	N 21°12'57" E
C234	19°49'37"	90.00	31.39	31.39	15.90	N 01°22'34" E
C235	19°49'37"	90.00	31.39	31.39	15.90	N 18°18'31" W
C236	19°49'37"	90.00	31.39	31.39	15.90	N 38°08'08" W
C237	19°49'37"	90.00	31.39	31.39	15.90	N 57°57'45" W
C238	19°49'37"	90.00	31.39	31.39	15.90	N 77°47'22" W
C239	19°49'37"	90.00	31.39	31.39	15.90	S 82°30'15" W
C240	19°49'37"	90.00	31.39	31.39	15.90	S 62°39'52" W
C241	19°49'37"	90.00	31.39	31.39	15.90	S 42°49'29" W
C242	19°49'37"	90.00	31.39	31.39	15.90	S 22°59'06" W
C243	19°49'37"	90.00	31.39	31.39	15.90	S 03°08'43" W
C244	19°49'37"	90.00	31.39	31.39	15.90	S 16°06'44" E
C245	19°49'37"	90.00	31.39	31.39	15.90	S 35°56'21" E
C246	19°49'37"	90.00	31.39	31.39	15.90	S 55°45'58" E
C247	19°49'37"	90.00	31.39	31.39	15.90	S 75°35'35" E
C248	19°49'37"	90.00	31.39	31.39	15.90	N 87°41'28" E
C249	19°49'37"	90.00	31.39	31.39	15.90	N 67°51'05" E
C250	19°49'37"	90.00	31.39	31.39	15.90	N 48°00'42" E
C251	19°49'37"	90.00	31.39	31.39	15.90	N 28°10'19" E
C252	19°49'37"	90.00	31.39	31.39	15.90	N 08°19'56" E
C253	19°49'37"	90.00	31.39	31.39	15.90	N 15°03'59" W
C254	19°49'37"	90.00	31.39	31.39	15.90	N 34°53'36" W
C255	19°49'37"	90.00	31.39	31.39	15.90	N 54°43'13" W
C256	19°49'37"	90.00	31.39	31.39	15.90	N 74°32'50" W
C257	19°49'37"	90.00	31.39	31.39	15.90	S 86°15'43" W
C258	19°49'37"	90.00	31.39	31.39	15.90	S 66°25'20" W
C259	19°49'37"	90.00	31.39	31.39	15.90	S 46°34'57" W
C260	19°49'37"	90.00	31.39	31.39	15.90	S 26°44'34" W
C261	19°49'37"	90.00	31.39	31.39	15.90	S 06°54'11" W
C262	19°49'37"	90.00	31.39	31.39	15.90	S 09°32'54" E
C263	19°49'37"	90.00	31.39	31.39	15.90	S 29°22'31" E
C264	19°49'37"	90.00	31.39	31.39	15.90	S 49°12'08" E
C265	19°49'37"	90.00	31.39	31.39	15.90	S 69°01'45" E
C266	19°49'37"	90.00	31.39	31.39	15.90	S 88°51'22" E
C267	19°49'37"	90.00	31.39	31.39	15.90	N 81°48'15" E
C268	19°49'37"	90.00	31.39	31.39	15.90	N 61°57'52" E
C269	19°49'37"	90.00	31.39	31.39	15.90	N 42°07'29" E
C270	19°49'37"	90.00	31.39	31.39	15.90	N 22°17'06" E
C271	19°49'37"	90.00	31.39	31.39	15.90	N 02°26'43" E
C272	19°49'37"	90.00	31.39	31.39	15.90	N 19°12'46" W
C273	19°49'37"	90.00	31.39	31.39	15.90	N 39°02'23" W
C274	19°49'37"	90.00	31.39	31.39	15.90	N 58°52'00" W
C275	19°49'37"	90.00	31.39	31.39	15.90	N 78°41'37" W
C276	19°49'37"	90.00	31.39	31.39	15.90	S 83°44'30" W
C277	19°49'37"	90.00	31.39	31.39	15.90	S 63°54'07" W
C278	19°49'37"	90.00	31.39	31.39	15.90	S 44°03'44" W
C279	19°49'37"	90.00	31.39	31.39	15.90	S 24°13'21" W
C280	19°49'37"	90.00	31.39	31.39	15.90	S 04°22'58" W
C281	19°49'37"	90.00	31.39	31.39	15.90	S 13°53'39" E
C282	19°49'37"	90.00	31.39	31.39	15.90	S 33°43'16" E
C283	19°49'37"	90.00	31.39	31.39	15.90	S 53°32'53" E
C284	19°49'37"	90.00	31.39	31.39	15.90	S 73°22'30" E
C285	19°49'37"	90.00	31.39	31.39	15.90	N 86°34'23" E
C286	19°49'37"	90.00	31.39	31.39	15.90	N 66°44'00" E
C287	19°49'37"	90.00	31.39	31.39	15.90	N 46°53'37" E
C288	19°49'37"	90.00	31.39	31.39	15.90	N 27°03'14" E
C289	19°49'37"	90.00	31.39	31.39	15.90	N 07°12'51" E
C290	19°49'37"	90.00	31.39	31.39	15.90	N 14°19'44" W
C291	19°49'37"	90.00	31.39	31.39	15.90	N 34°09'21" W
C292	19°49'37"	90.00	31.39	31.39	15.90	N 53°58'58" W
C293	19°49'37"	90.00	31.39	31.39	15.90	N 73°48'35" W
C294	19°49'37"	90.00	31.39	31.39	15.90	S 87°55'28" W
C295	19°49'37"	90.00	31.39	31.39	15.90	S 68°05'05" W
C296	19°49'37"	90.00	31.39	31.39	15.90	S 48°14'42" W
C297	19°49'37"	90.00	31.39	31.39	15.90	S 28°24'19" W
C298	19°49'37"	90.00	31.39	31.39	15.90	S 08°33'56" W
C299	19°49'37"	90.00	31.39	31.39	15.90	S 11°25'47" E
C300	19°49'37"	90.00	31.39	31.39	15.90	S 31°15'24" E
C301	19°49'37"	90.00	31.39	31.39	15.90	S 51°05'01" E
C302	19°49'37"	90.00	31.39	31.39	15.90	S 70°54'38" E
C303	19°49'37"	90.00	31.39	31.39	15.90	N 89°16'31" E
C304	19°49'37"	90.00	31.39	31.39	15.90	N 69°26'08" E
C305	19°49'37"	90.00	31.39	31.39	15.90	N 49°35'45" E
C306	19°49'37"	90.00	31.39	31.39	15.90	N 29°45'22" E
C307	19°49'37"	90.00	31.39	31.39	15.90	N 09°54'59" E
C308	19°49'37"	90.00	31.39	31.39	15.90	N 16°36'58" W
C309	19°49'37"	90.00	31.39	31.39	15.90	N 36°26'35" W
C310	19°49'37"	90.00	31.39	31.39	15.90	N 56°16'12" W
C311	19°49'37"	90.00	31.39	31.39	15.90	N 76°05'49" W
C312	19°49'37"	90.00	31.39	31.39	15.90	S 85°52'42" W
C313	19°49'37"	90.00	31.39	31.39	15.90	S 66°02'19" W
C314	19°49'37"	90.00	31.39	31.39	15.90	S 46°11'56" W
C315	19°49'37"	90.00	31.39	31.39	15.90	S 26°21'33" W
C316	19°49'37"	90.00	31.39	31.39	15.90	S 06°31'10" W
C317	19°49'37"	90.00	31.39	31.39	15.90	S 10°15'47" E
C318	19°49'37"	90.00	31.39	31.39	15.90	S 30°05'24" E
C319	19°49'37"	90.00	31.39	31.39	15.90	S 49°55'01" E
C320	19°49'37"	90.00	31.39	31.39	15.90	S 69°44'38" E
C321	19°49'37"	90.00	31.39	31.39	15.90	S 89°34'15" E
C322	19°49'37"	90.00	31.39	31.39	15.90	N 80°42'08" E
C323	19°49'37"	90.00	31.39	31.39	15.90	N 60°51'45" E
C324	19°49'37"	90.00	31.39	31.39	15.90	N 41°01'22" E
C325	19°49'37"	90.00	31.39	31.39	15.90	N 21°10'59" E
C326	19°49'37"	90.00	31.39	31.39	15.90	N 01°20'36" E
C327	19°49'37"	90.00	31.39	31.39	15.90	N 18°16'33" W
C328	19°49'37"	90.00	31.39	31.39	15.90	N 38°06'10" W
C329	19°49'37"	90.00	31.39	31.39	15.90	N 57°55'47" W
C330	19°49'37"	90.00	31.39

BK J 248PG426

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	34°54'41"	195.00	118.82	116.99	61.32	S 04°40'13"E
2	37°55'43"	165.00	109.27	107.29	56.73	S 08°18'15"E
3	17°52'48"	171.60	52.56	52.34	26.46	N 77°28'37"E
4	22°29'11"	201.60	79.60	79.10	36.82	N 70°05'12"E
5	72°16'13"	69.78	88.02	82.30	50.85	S 50°07'14"W
6	72°16'13"	36.78	50.18	46.93	28.09	S 50°07'14"W
7	11°37'31"	135.00	27.00	26.95	13.54	N 19°42'53"E
8	11°37'31"	165.00	33.00	32.94	16.55	N 19°42'53"E
9	28°18'33"	85.00	43.65	43.37	22.32	S 12°16'50"W
10	28°18'33"	65.00	33.57	33.20	17.20	S 12°16'50"W
11	68°24'27"	35.00	41.92	39.80	23.73	S 33°18'14"E
12	68°24'27"	65.00	71.64	67.46	40.78	N 33°18'14"E
13	90°00'00"	115.00	135.09	121.62	86.00	S 22°31'31"W
14	90°00'00"	115.00	180.21	164.05	115.00	S 22°31'31"W
15	27°46'33"	65.00	31.57	31.26	16.10	N 43°50'38"W
16	27°46'33"	35.00	17.00	16.83	8.67	N 43°50'38"W
17	64°04'24"	85.00	81.34	78.09	33.17	S 56°57'31"E
18	64°04'24"	35.00	33.03	31.62	17.86	S 56°57'31"E
19	38°44'50"	385.00	260.36	255.45	135.36	N 76°07'32"E
20	38°44'50"	415.00	280.60	275.33	145.61	N 76°07'32"E
21	33°50'13"	85.00	50.21	49.48	25.88	S 74°17'23"W
22	33°50'13"	115.00	67.93	66.94	34.98	S 74°17'23"W
23	32°34'57"	85.00	48.44	47.78	24.90	N 72°34'52"W
24	32°34'57"	115.00	65.53	64.65	33.66	N 72°34'52"W

LINE	BEARING	DISTANCE
1	N 12°39'06"E	2.06
2	N 12°39'06"E	2.53
3	S 11°24'30"W	12.91
4	S 11°24'30"W	37.26
5	S 88°15'29"W	7.90
6	S 88°15'29"W	7.90
7	S 25°28'34"W	30.96
8	S 25°28'34"W	30.96
9	N 22°28'29"W	78.78
10	N 22°28'29"W	68.24
11	S 67°31'31"W	25.02
12	S 67°31'31"W	25.02
13	S 57°43'13"E	60.42
14	S 57°43'13"E	60.68
15	S 29°53'38"E	38.85
16	S 29°53'38"E	38.53
17	S 64°00'03"E	85.14
18	S 64°00'03"E	85.14
19	S 57°57'07"W	41.08
20	S 57°57'07"W	41.08



LEGEND
PLAT BOOK BV, PAGES 36-38

LEGEND
MEANDER POINT, NO CORNER SET
FRESHWATER WETLANDS
MARSH
SOUTH CAROLINA COASTAL COUNCIL CRITICAL LINE

I, MARK S. BUSEY, A PROFESSIONAL SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND, THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE PROPERTY AND THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON AND THE PRECISION IS 1/20,000.

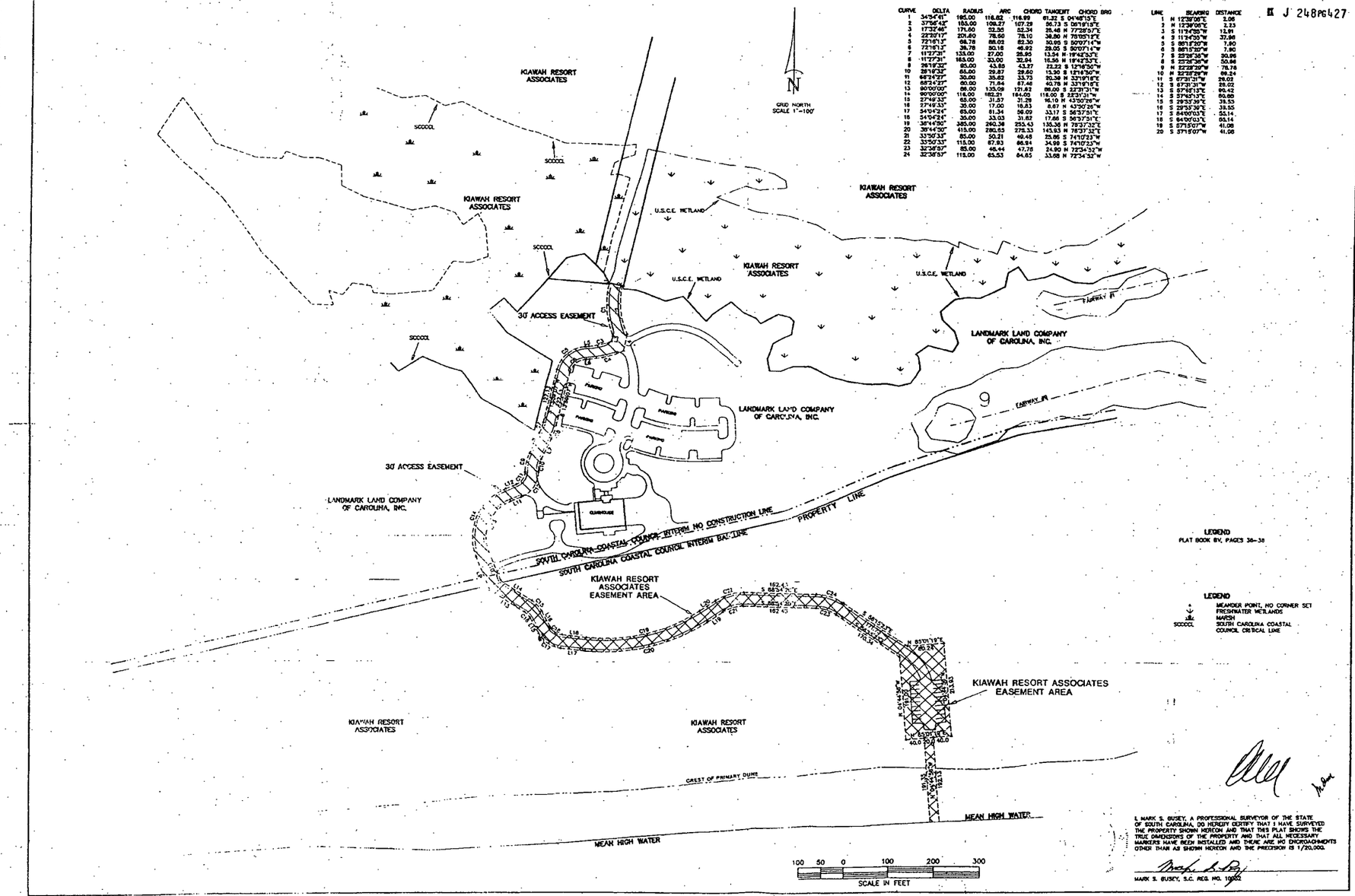
MARK S. BUSEY, S.C. REG. NO. 10932

Southeastern Surveying, Inc.
147 Wappoo Creek Drive - Suite 102
Charleston, South Carolina 29412
(803) 795-9330

A PLAT OF
A 30' ACCESS EASEMENT
CROSSING THE LANDS OF KIAWAH RESORT ASSOCIATES AND LANDMARK LAND COMPANY OF CAROLINA, INC.
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

Schedule P-2d ("A")

DATE:	APRIL 17, 1991
DRAWN:	JTB
CHECK:	MSB
JOB:	90274
DWG:	02748
COGO:	
SHEET:	1 OF 1
REV:	



CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	34°54'41"	180.00	116.62	114.79	61.22	S 04°48'53"E
2	37°56'42"	155.00	109.27	107.29	56.73	S 08°19'15"E
3	11°32'46"	174.60	32.50	32.34	16.46	N 77°28'57"E
4	22°01'11"	201.60	78.50	78.10	39.80	N 78°05'21"E
5	72°16'31"	98.78	88.02	82.30	50.93	S 50°07'14"W
6	72°16'31"	36.78	50.16	46.92	28.05	S 50°07'14"W
7	11°27'31"	133.00	27.00	26.95	13.54	N 19°43'45"E
8	11°27'31"	165.00	33.00	32.84	16.56	N 19°43'45"E
9	29°19'32"	85.00	43.89	43.37	22.22	S 12°16'30"W
10	29°19'32"	85.00	39.87	39.50	19.30	S 12°16'30"W
11	66°34'27"	30.00	35.63	33.73	20.36	N 32°19'18"E
12	66°34'27"	60.00	71.84	67.46	40.78	N 33°19'18"E
13	90°00'00"	86.00	135.09	121.62	86.00	S 32°31'31"W
14	90°00'00"	116.00	182.21	164.05	116.00	S 32°31'31"W
15	27°49'33"	63.00	31.57	31.26	16.10	N 43°30'26"W
16	27°49'33"	35.00	17.00	16.83	8.67	N 43°30'26"W
17	34°14'24"	65.00	81.34	58.09	33.17	S 56°37'31"E
18	34°14'24"	35.00	33.03	31.82	17.66	S 56°37'31"E
19	36°14'36"	385.00	240.34	255.43	135.38	N 78°37'32"E
20	36°14'36"	415.00	282.63	278.33	145.83	N 78°37'32"E
21	33°50'33"	85.00	50.21	49.48	25.86	S 74°07'23"W
22	33°50'33"	115.00	67.93	66.94	34.98	S 74°07'23"W
23	32°36'57"	85.00	48.44	47.78	24.90	N 72°34'52"W
24	32°36'57"	115.00	65.53	64.65	33.68	N 72°34'52"W

LINE	BEARING	DISTANCE
1	N 12°28'08"E	2.06
2	N 12°28'08"E	2.23
3	S 11°47'55"W	12.91
4	S 11°47'55"W	37.98
5	S 88°12'30"E	7.80
6	S 88°12'30"W	7.80
7	S 23°36'38"W	50.98
8	S 23°36'38"W	50.98
9	N 22°28'29"W	78.78
10	N 32°19'18"W	89.24
11	S 57°31'31"W	28.03
12	S 57°31'31"W	28.03
13	S 57°45'13"E	99.42
14	S 57°45'13"E	99.88
15	S 29°32'30"E	39.53
16	S 29°32'30"E	39.53
17	S 84°05'03"E	55.14
18	S 84°05'03"E	55.14
19	S 57°15'07"W	41.08
20	S 57°15'07"W	41.08

LEGEND
PLAT BOOK BV, PAGES 36-38

LEGEND
MEANDER POINT, NO CORNER SET
FRESHWATER WETLANDS
MARSH
SOUTH CAROLINA COASTAL COUNCIL CRITICAL LINE

I, MARK S. BUSEY, A PROFESSIONAL SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE PROPERTY AND THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON AND THE PRECISION IS 1/20,000.

MARK S. BUSEY, S.C. REG. NO. 10002

Southeastern Surveying, Inc.
147 Wappoo Creek Drive - Suite 102
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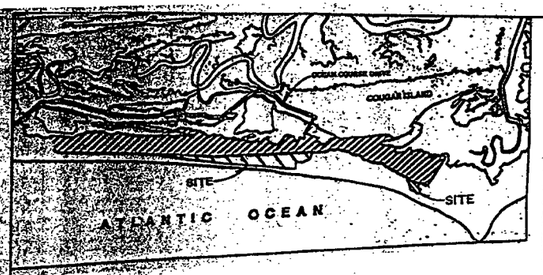
(803) 795-9330

A PLAT OF
A 30' ACCESS EASEMENT
CROSSING THE LANDS OF KIAWAH RESORT ASSOCIATES AND LANDMARK LAND COMPANY OF CAROLINA, INC.
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

Parcel 2d "A"

DATE:	APRIL 17, 1991
DRAWN:	JTH
CHECK:	MSB
JOB:	90274
DWG:	027485
COGO:	
SHEET:	1 OF 1
REV:	



GRID NORTH
SCALE 1" =30'

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	27° 49' 33"	65.00	31.57	31.26	16.10	N 64° 50' 28" W
2	54° 04' 24"	35.00	33.03	31.82	17.86	S 56° 57' 51" W
3	28° 36' 31"	385.00	192.27	190.57	98.35	N 81° 46' 11" W
4	2° 44' 16"	415.00	19.83	19.83	9.92	N 69° 32' 11" W
5	54° 04' 24"	65.00	61.34	59.09	33.17	S 56° 57' 51" E
6	27° 49' 33"	35.00	17.00	16.83	8.67	N 43° 50' 28" W

LINE	BEARING	DISTANCE
1	S 57° 45' 13" E	74.45
2	S 29° 55' 36" W	39.55
3	S 84° 08' 05" W	55.14
4	S 84° 08' 05" W	55.14
5	S 29° 55' 36" W	39.55
6	S 57° 45' 13" E	90.42
7	S 32° 26' 29" E	10.10

S.C.C.C. INTERIM BASELINE (11-20-89)
THE PROPERTY LINE
PLAT BOOK BV, PAGES 30-38

N 294,893.30
E 2,302,160.29

LANDMARK LAND COMPANY
OF CAROLINA, INC.

30' ACCESS
EASEMENT

30' ACCESS
EASEMENT

PROPERTY LINE ABANDONED BY THIS PLAT

N 77° 18' 23" E 1307.97

LANDMARK LAND COMPANY
OF CAROLINA, INC.

S.C.C.C. SETBACK LINE (8-15-91)

S.C.C.C. BASELINE (8-15-91)

N 09° 15' 28" E
107.72

N 67° 09' 33" E
130.84

N 84° 34' 37" E 179.09

30' ACCESS
EASEMENT

KIAWAH RESORT ASSOCIATES

22.075 Ac

N 04° 53' 16" W
280.03

REFERENCE
PLAT BOOK BV, PAGES 30-38

LEGEND
□ CONCRETE MONUMENT, NEW

NOTES:
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. COORDINATES ARE BASED ON CONTROL MONUMENTS ESTABLISHED BY DAVIS AND FLOYD, INC. FOR KIAWAH ISLAND COMPANY LIMITED.
4. AREA DETERMINED BY D.M.D. METHOD.
5. THIS TRACT IS SEAWARD OF THE CBRA LINE (COASTAL BARRIER RESOURCES ACT) SHOWN ON COMMUNITY PANEL #455413 0450 F, REVISED 17 APRIL 1987.

MATCHLINE TO SHEET 1A

268.84	S 87° 08' 01" W		
271.00	S 84° 32' 07" W		
118.49	S 84° 43' 56" W		
101.69	S 80° 33' 18" W		
154.07	S 82° 25' 08" W		
144.36	S 77° 43' 09" W		

KIAWAH RESORT ASSOCIATES

KIAWAH RESORT ASSOCIATES

ATLANTIC OCEAN

50 25 0 50 100 150
SCALE IN FEET

SOUTH CAROLINA
REGISTERED
LAND
SURVEYOR
10032
MARK S. BUSEY

I, MARK S. BUSEY, A PROFESSIONAL SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE PROPERTY AND THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON AND THE PRECISION IS 1/20,000.

MARK S. BUSEY, S.C. REG. NO. 10032

Southeastern Surveying, Inc.
147 Wappoo Creek Drive - Suite 102
Charleston, South Carolina 29412
(803) 795-9330

A COMBINATION PLAT OF

A 22.075 ACRE TRACT AND A 1.784 ACRE TRACT

OWNED BY KIAWAH RESORT ASSOCIATES
ABOUT TO BE CONVEYED TO LANDMARK LAND COMPANY OF CAROLINA, INC.
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

PARCEL 2d "A"

DATE:	AUGUST 20, 1991
DRAWN:	JTB
CHECK:	MSB
JOB:	91231
DWG:	1231PG4
COGO:	1231
SHEET:	4 OF 5
REV:	

September 12, 1994

Schedule P-3

Parcel 3
Fishing and Crabbing Piers/Observation Tower
Along Blue Heron Pond

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., the following described property, to-wit:

PROPERTY DESCRIPTION TO BE DETERMINED
(the "Property")

TMS Number:

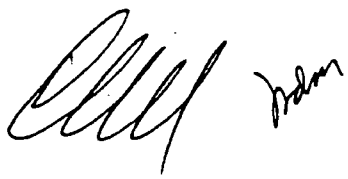
Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record as of the date of recordation of this deed, including, but not limited to the following:

(a) Charleston County, S.C. ad valorem taxes for the year _____, not yet due and payable, and ad valorem taxes for all subsequent years.

(b) All questions of accuracy, location of boundary lines, location of improvements, encroachments, area, and all other matters whatsoever which an accurate survey or inspection of the premises may reveal.

(c) Any lawful, constitutional interest in either the State of South Carolina or Federal Government created, or limitations on use imposed, by the Federal Coastal Management Act or other Federal law or by S. C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-250 through 48-39-360, as amended, or any regulations promulgated pursuant to said State or Federal laws, inclusive of the DHEC - Office of Ocean and Coastal Resource Management and U. S. Army Corps of Engineers regulations, and such rights as the public may enjoy to the use of property lying below the mean high water mark.



(d) Title to that portion of the Property lying below the mean high water mark and the navigable waters of the Kiawah River, Stono River, Stono River Inlet, their tributaries, and adjacent marshes.

(e) Mineral Rights, if any, as more fully set forth in the "Saving and Excepting Also" clause on page 6 in the deed of conveyance from Ronald D. Royal, Dennison A. Royal, Alice Royal Smith, formerly Pamela Alice Royal, a/k/a Pamela Royal Smith, Michael F. Royal, Sandra Royal Olsberg, Nancy Royal Schomaker, formerly Nancy Royal Mims, and Kiawah Development Company to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office.

(f) Rights reserved unto Ronald D. Royal, a/k/a Ronald David Royal, Dennison A. Royal, Alice Royal Smith, formerly Pamela Alice Royal, a/k/a Pamela Royal Smith, Michael F. Royal, Sandra Royal Olsberg and Nancy Royal Schomaker, formerly Nancy Royal Mims, and their respective assigns, and obtained through and tied to the ownership of a lot or lots subdivided from the property described in the "Saving and Excepting Also" clause found on pages 4 and 5 of the deed hereinafter referred to, to become a member of any association of Kiawah property owners or other such organization; the right of ingress and egress over any platted public and private streets, roads and ways; the right to connect and use utility and other services on the same basis as those services are offered to other lot owners on Kiawah Island and the right to use recreational facilities on the same basis as those facilities are offered to other such lot owners, said rights being more fully set forth in subparagraph "(d)" on page 5 of the deed of conveyance from Ronald D. Royal, et al., to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office.

(g) Unrecorded easements, if any, for utility lines and facilities existing at the time of the conveyance from Ronald D. Royal, et al. to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office, as set forth in paragraph "(c)" on page 7 thereof.

(h) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

(i) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 406 in the R.M.C. Office.

(j) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

(k) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. executed by Kiawah Island Community Association, Inc. and Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 407 in the R.M.C. Office.

(l) Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O125, page 163 in the R.M.C. Office.

(m) Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K139, page 58 in the R.M.C. Office.

(n) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the R.M.C. Office.

(o) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the R.M.C. Office.

(p) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the R.M.C. Office.

(q) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the R.M.C. Office.

(r) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the R.M.C. Office.

(s) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the R.M.C. Office, assigning certain rights under the aforesaid restrictions, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC", dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the R.M.C. Office.

(t) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

(u) Agreement by and between St. John's Water Company, Inc. and Kiawah Island Utility, Inc., dated April 12, 1978, and recorded in Book O121, page 365, in the R.M.C. Office.

(v) Declaration of Special Covenants and Restrictions (Non-Competition) executed by KRA, dated March 31, 1989, and recorded in Book E183, page 345 in the R.M.C. Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in said R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M191, page 671 in said R.M.C. Office.

(w) Easements, construction/improvement setbacks and other building/use criteria as shown on the plats of record in the R.M.C. Office.

(x) This conveyance is made subject to the express covenant, condition and restriction that the Property shall be used only as Common Property for the use and benefit of Kiawah Island property owners and their guests; and the Property shall be maintained and utilized as a Common Property as defined in the aforesaid Declaration recorded in Book M114, page 407 in the R.M.C. Office, as amended, and is subject to such rights and restrictions as are applicable to Common Properties as set forth in said Declaration.

(y) Memorandum of Utility Service Agreement executed by and between Kiawah Resort Associates, L.P. and Kiawah Island Utility, Inc., dated July 29, 1994, and recorded in Book _____, page _____, in the R.M.C. Office.

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah Covenants, including rights or easements to use and enjoy Common Property and allowing guests or others to do so.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord _____, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)
By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By: _____
Charles S. Way, Jr.
Its: President

_____

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, _____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/DEVEXH.1-4

September 12, 1994

Schedule P-4

Parcel 4
New Blue Heron Park

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON) QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., the following described property, to-wit:

PROPERTY DESCRIPTION TO BE DETERMINED
(including a Non-Exclusive Easement for Access, the location of which shall be in Grantor's sole discretion)
(the "Property")

TMS Number:

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record as of the date of recordation of this deed, including, but not limited to the following:

(a) Charleston County, S.C. ad valorem taxes for the year _____, not yet due and payable, and ad valorem taxes for all subsequent years.

(b) All questions of accuracy, location of boundary lines, location of improvements, encroachments, area, and all other matters whatsoever which an accurate survey or inspection of the premises may reveal.

(c) Any lawful, constitutional interest in either the State of South Carolina or Federal Government created, or limitations on use imposed, by the Federal Coastal Management Act or other Federal law or by S. C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-250 through 48-39-360, as amended, or any regulations promulgated pursuant to said State or Federal laws, inclusive of DHEC - Office of Ocean and Coastal Resource Management and U. S. Army Corps of Engineers regulations, and such rights as the public may enjoy to the use of property lying below the mean high water mark.

(d) Title to that portion of the Property lying below the mean high water mark and the navigable waters of the Kiawah River, Stono River, Stono River Inlet, their tributaries, and adjacent marshes.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, _____.

_____(SEAL) _____

Notary Public for South Carolina
My commission expires:

BUIST/BN/KRALP/DEVEXH.1-4

(n) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the R.M.C. Office.

(o) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the R.M.C. Office.

(p) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the R.M.C. Office.

(q) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the R.M.C. Office.

(r) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the R.M.C. Office.

(s) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the R.M.C. Office, assigning certain rights under the aforesaid restrictions, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC", dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the R.M.C. Office.

(t) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

(u) Agreement by and between St. John's Water Company, Inc. and Kiawah Island Utility, Inc., dated April 12, 1978, and recorded in Book O121, page 365, in the R.M.C. Office.

(v) Declaration of Special Covenants and Restrictions (Non-Competition) executed by KRA, dated March 31, 1989, and recorded in Book E183, page 345 in the R.M.C. Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in said R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M191, page 671 in said R.M.C. Office.

(w) Easements, construction/improvement setbacks and other building/use criteria as shown on the plats of record in the R.M.C. Office.

(x) This conveyance is made subject to the express covenant, condition and restriction that the Property shall be used only as a private Kiawah Island community passive park for the use of Kiawah Island property owners and their guests; and the Property shall be maintained and utilized as a Common Property as defined in the aforesaid Declaration recorded in Book M114, page 407 in the R.M.C. Office, as amended, and is subject to such rights and restrictions as are applicable to Common Properties as set forth in said Declaration.

(y) This conveyance is made subject to the further reservation by the Grantor, its successors and assigns, of the non-exclusive, perpetual, permanent, assignable, transmissible and commercial right, easement and privilege until January 1, 2016, for itself and its guests to use the above described park Property in any reasonable manner, shape or form.

(z) Memorandum of Utility Service Agreement executed by and between Kiawah Resort Associates, L.P. and Kiawah Island Utility, Inc., dated July 29, 1994, and recorded in Book _____, page _____, in the R.M.C. Office.

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah Covenants, including rights or easements to use and enjoy Common Property and allowing guests or others to do so.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord _____, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)
By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By: _____
Charles S. Way, Jr.
Its: President

_____

By: _____
Betty R. Crow
Its: Secretary

n of Covenants and Restrictions of the Kiawah Island
30, 1984, and recorded August 14, 1984, in Book K139, page

claration of Covenants and Restrictions of the Kiawah Island
nuary 30, 1992, and recorded in Book R210, page 748 in the

eclaration of Covenants and Restrictions of the Kiawah Island
ay 20, 1994, and recorded June 3, 1994, in Book W243, page

e By-Laws of the Kiawah Island Community Association, Inc.,
in Book R210, page 759 in the R.M.C. Office.

ation of Covenants and Restrictions of the Kiawah Island
upplementary Declaration of Rights, Restrictions, Affirmative
e to All Property in Kiawah Island executed by Kiawah Island
81, and recorded March 26, 1981, in Book Z124, page 305 in the

/ Declaration of Covenants and Restrictions of the Kiawah Island
:d by the Kiawah Island Community Association, Inc., dated May
. in Book W243, page 271, in the R.M.C. Office.

f Developer's Rights and Easements executed by Kiawah
esort Associates, dated June 28, 1988, and recorded June
n the R.M.C. Office, assigning certain rights under the aforesaid
:en further assigned by that certain Agreement and Assignment of
)ligations and Conditions Applicable to All Property on Kiawah
Memorandum of which Agreement is recorded in Book F183, page
nded by that certain Amendment to Memorandum for Recording
and as further amended by that certain Second Amendment to
:d in Book X204, page 601 in the R.M.C. Office.

umption of Developer's Rights and Easements executed by Kiawah
th Resort Associates, L.P., dated June 26, 1992, and recorded June
1 the R.M.C. Office, assigning the rights referred to in the preceding
:ociates, L.P.

between St. John's Water Company, Inc. and Kiawah Island Utility,
:orded in Book O121, page 365, in the R.M.C. Office.

:ial Covenants and Restrictions (Non-Competition) executed by KRA,
ded in Book E183, page 345 in the R.M.C. Office, as amended by
nd recorded in Book H184, page 338 in said R.M.C. Office, and as
eptember 8, 1989, and recorded in Book M191, page 671 in said

, who made oath that (s)he saw the
Inc., a South Carolina corporation,
ty R. Crow, its Secretary, sign and
nited partnership deliver the same,
execution thereof.

September 14, 1994

Schedule P-5
Parcel 5
Existing Park Facilities

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., the following described property, to-wit:

Glossy Ibis Mini-Park

All that certain, piece, parcel and tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, known generally as the "Glossy Ibis Mini-Park", and shown and designated as "**Residual 1.091 Ac.**" on a plat by Southeastern Surveying, Inc. entitled *"A Final Plat of Lots 700 - 713 and 749 - 768 Glossy Ibis Tract 48 Phase 1 Egret/Pintail Subdivision (428) owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA"* dated September 1, 1992, bearing latest revision date of September 24, 1992, and recorded in Plat Book CK at page 21, in the office of the Register of Mesne Conveyances for Charleston County, S.C., (hereinafter the "R.M.C. Office"), said lot having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TMS Number:

Canvasback Pond Minipark

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, located at the intersection of Flyway Drive and Governor's Drive, containing _____ Acres, more or less, and shown and designated as "_____" on a plat by Southeastern Surveying, Inc., entitled "_____ _____" dated _____, 1994, a copy of which said plat is attached hereto as Exhibit P-5 ("A"), and incorporated herein by reference, said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TMS Number:

Willet Pond Minipark

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, known generally as the "Willet Pond Minipark," and shown and designated as ***"RESIDUAL 0.373 AC."*** on a plat by Southeastern Surveying, Inc. entitled "A FINAL PLAT OF OTTER ISLAND SUBDIVISION (430) TRACT 57, BLOCK 2, LOTS 15 THRU 54 AND COUGAR ISLAND SUBDIVISION (431) TRACT 58, BLOCK 1, LOTS 100 THRU 110 OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA", dated June 27, 1991, having latest revision dated August 12, 1991, and recorded in Plat Book CE at page 35, in the office of the Register of Mesne Conveyances for Charleston County, S.C., said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

(Collectively, the "Property")

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record as of the date of recordation of the Development Agreement between the Grantor and the Town of Kiawah Island dated September _____, 1994, including, but not limited to the following:

(a) Charleston County, S.C. ad valorem taxes for the year 1996, not yet due and payable, and ad valorem taxes for all subsequent years.

(b) Any lawful, constitutional interest in either the State of South Carolina or Federal Government created, or limitations on use imposed, by the Federal Coastal Management Act or other Federal law or by S. C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-250 through 48-39-360, as amended, or any regulations promulgated pursuant to said State or Federal laws, inclusive of the DHEC - Office of Ocean and Coastal Resource Management and U. S. Army Corps of Engineers regulations, and such rights as the public may enjoy to the use of property lying below the mean high water mark.

(c) Title to that portion of the Property lying below the mean high water mark and the navigable waters of the Kiawah River, Stono River, Stono River Inlet, their tributaries, and adjacent marshes.

(d) Mineral Rights, if any, as more fully set forth in the "Saving and Excepting Also" clause on page 6 in the deed of conveyance from Ronald D. Royal, Dennison A. Royal, Alice Royal Smith, formerly Pamela Alice Royal, a/k/a Pamela Royal Smith, Michael F. Royal, Sandra Royal Olsberg, Nancy Royal Schomaker, formerly Nancy Royal Mims, and Kiawah Development Company to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office.

(e) Rights reserved unto Ronald D. Royal, a/k/a Ronald David Royal, Dennison A. Royal, Alice Royal Smith, formerly Pamela Alice Royal, a/k/a Pamela Royal Smith, Michael F. Royal, Sandra Royal Olsberg and Nancy Royal Schomaker, formerly Nancy Royal Mims, and their respective assigns, and obtained through and tied to the ownership of a lot or lots subdivided from the property described in the "Saving and Excepting Also" clause found on pages 4 and 5 of the deed hereinafter referred to, to become a member of any association of Kiawah property owners or other such organization; the right of ingress and egress over any platted public and private streets, roads and ways; the right to connect and use utility and other services on the same basis as those services are offered to other lot owners on Kiawah Island and the right to use recreational facilities on the same basis as those facilities are offered to other such lot owners, said rights being more fully set forth in subparagraph "(d)" on page 5 of the deed of conveyance from Ronald D. Royal, et al., to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office.

(f) Unrecorded easements, if any, for utility lines and facilities existing at the time of the conveyance from Ronald D. Royal, et al. to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office, as set forth in paragraph "(c)" on page 7 thereof.

(g) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

(h) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 406 in the R.M.C. Office.

(i) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

(j) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. executed by Kiawah Island Community Association, Inc. and Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 407 in the R.M.C. Office.

(k) Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O125, page 163 in the R.M.C. Office.

(l) Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K139, page 58 in the R.M.C. Office.

(m) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the R.M.C. Office.

(n) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the R.M.C. Office.

(o) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the R.M.C. Office.

(p) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the R.M.C. Office.

(q) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the R.M.C. Office.

(r) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the R.M.C. Office, assigning certain rights under the aforesaid restrictions, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC", dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the R.M.C. Office.

(s) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

(t) Agreement by and between St. John's Water Company, Inc. and Kiawah Island Utility, Inc., dated April 12, 1978, and recorded in Book O121, page 365, in the R.M.C. Office.

(u) Declaration of Special Covenants and Restrictions (Non-Competition) executed by KRA, dated March 31, 1989, and recorded in Book E183, page 345 in the R.M.C. Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in said R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M191, page 671 in said R.M.C. Office.

(v) Easements, construction/improvement setbacks and other building/use criteria as shown on plats of the Property of record in the R.M.C. Office.

(w) The Glossy Ibis Minipark is subject to that certain Right-of-Way Easement for Underground Equipment (Glossy Ibis, Phase I), executed by Kiawah Resort Associates, L.P. in favor of Berkeley Electric Cooperative, Inc., dated April 7, 1993, and recorded in Book O225, page 351, in the R.M.C. Office.

(x) Memorandum of Utility Service Agreement executed by and between Kiawah Resort Associates, L.P. and Kiawah Island Utility, Inc., dated July 29, 1994, and recorded in Book _____, page _____, in the R.M.C. Office.

(y) This conveyance is made subject to the express covenant, condition and restriction that the Property shall be used only as private Kiawah Island community passive parks for the use of Kiawah Island property owners and their guests; and the Property shall be maintained and utilized as a Common Property as defined in the aforesaid Declaration recorded in Book M114, page 407 in the R.M.C. Office, as amended, and is subject to such rights and restrictions as are applicable to Common Properties as set forth in said Declaration.

(z) This conveyance is made subject to the further reservation by the Grantor, its successors and assigns, of the non-exclusive, perpetual, permanent, assignable, transmissible, and commercial right, easement, and privilege for itself and its guests to use the above described Property in any reasonable manner, shape or form until January 1, 2016.

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah Covenants, including rights or easements to use and enjoy Common Property and allowing guests or others to do so.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord _____, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)
By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By:_____
Charles S. Way, Jr.
Its: President

_____

By:_____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, _____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/Devath.5-

BK J 248PG445

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	15° 39' 45"	321.54	87.90	87.62	44.22	N 12° 21' 49" W
2	0° 38' 01"	330.00	3.75	3.75	1.87	S 04° 51' 27" E
3	87° 09' 08"	15.00	22.82	20.68	14.27	N 36° 23' 36" E
4	40° 37' 05"	250.00	177.23	173.54	92.52	S 61° 39' 37" W

LINE	BEARING	DISTANCE
1	N 56° 41' 39" W	26.11
2	N 61° 50' 58" W	2.44
3	N 88° 20' 10" W	16.07
4	S 75° 22' 14" W	21.28
5	S 08° 08' 48" E	6.21
6	S 23° 28' 42" W	6.67
7	S 20° 11' 42" E	19.54

CANVASBACK POND

DOCK

EDGE OF LAGOON

ASPHALT PATH

OSPREY POINT GOLF COMPANY

ROCK PARKING

ROCK PARKING

GOVERNOR'S DRIVE 64' R/W

BACK OF CURB

N 25° 55' 09" E 277.03

S 04° 31' 57" E 100.00

ASPHALT PATH

SOUTHERN BELL CONCRETE PAD

TRANSFORMER

IRRIGATION CONTROL VALVES

POST

WATER METER

CANVASBACK POND MINI-PARK 0.504 AC.

CA

SEWER MH

BACK OF CURB

N 41° 22' 17" W 277.30

FLYWAY DRIVE 60' R/W

GRID NORTH
SCALE 1" = 30'

LEGEND

- ● 1/2" CONCRETE MONUMENT, OLD
- ○ 5" CONCRETE MONUMENT, NEW
- MEANDER POINT, NO CORNER SET

30 15 0 30 60 90
SCALE IN FEET

SOUTH CAROLINA
SOUTHEASTERN SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION
C00126

SOUTH CAROLINA
REGISTERED
LAND SURVEYOR
10032
MARK S. BUSBY

SS I

Southeastern Surveying, Inc.
147 Wappoo Creek Drive - Suite 102
Charleston, South Carolina 29412
(803) 795-9330

Exhibit P-5 "A" AN EXHIBIT OF
CANVASBACK POND MINI-PARK
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

DATE:	SEPT. 14, 1994
DRAWN:	JTB
CHECK:	MSB
JOB:	94135
DWG:	4135.DWG
COGO:	4135
SHEET	1 OF 1
REV:	

September 12, 1994

Schedule P-6

Parcel 6
Sora Rail Tract

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., the following described property, to-wit:

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, located at the Kiawah Island "Utility Tract", containing 1.00 acre, more or less, west of property of Kiawah Island Utility, Inc.; north of the Cable Television Building; and east of an unnamed 50' road right-of-way, and shown on a plat by Southeastern Surveying, Inc., entitled "AN EXHIBIT OF A 1.000 ACRE TRACT OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA", dated July 14, 1994, a copy of which said plat is attached hereto as Exhibit P-6 ("A"), and incorporated herein by reference, said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TOGETHER WITH a non-exclusive, perpetual, permanent, assignable, transmissible and commercial easement for pedestrian and vehicular access, ingress and egress, to and from the southern right-of-way line of the Kiawah Island Parkway, to the above-described property, over, upon and across (i) Sora Rail Road, as shown on a plat by Coastal Surveying, Inc., recorded in Plat Book AM at page 96, in the R.M.C. Office; and (ii) an unnamed 50' Right-of-Way leading from Sora Rail Road to the above-described property, as shown on a plat by Davis & Floyd, Inc., entitled "Plat Showing Telephone Office Building Property of Kiawah Resort Associates Located in Utility tract Town of Kiawah Island Charleston County, SC" dated February 6, 1989, and recorded in Plat Book BU at pages 160 and 161, in the R.M.C. Office.

(the "Property")

TMS Number:

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record, including, but not limited to the following:

(a) Charleston County, S.C. ad valorem taxes for the year 1996, not yet due and payable, and ad valorem taxes for all subsequent years.

(b) All questions of accuracy, location of boundary lines, location of improvements, encroachments, area, and all other matters whatsoever which an accurate survey or inspection of the premises may reveal.

(c) Unrecorded easements, if any, for utility lines and facilities existing at the time of the conveyance from Ronald D. Royal, et al. to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office, as set forth in paragraph "(c)" on page 7 thereof.

(d) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

(e) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 406 in the R.M.C. Office.

(f) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

(g) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. executed by Kiawah Island Community Association, Inc. and Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 407 in the R.M.C. Office.

(h) Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O125, page 163 in the R.M.C. Office.

(i) Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K139, page 58 in the R.M.C. Office.

(j) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the R.M.C. Office.

(k) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the R.M.C. Office.

(l) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the R.M.C. Office.

(m) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the R.M.C. Office.

(n) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the R.M.C. Office.

(o) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the R.M.C. Office, assigning certain rights under the aforesaid restrictions, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC", dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the R.M.C. Office.

(p) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

(q) Agreement by and between St. John's Water Company, Inc. and Kiawah Island Utility, Inc., dated April 12, 1978, and recorded in Book O121, page 365, in the R.M.C. Office.

(r) Agreement entered into by and between Kiawah Resort Associates and Edgar A. Buck and Margaret B. Buck dated February 10, 1989, and recorded in Book W181, page 643 in the R.M.C. Office.

(s) Declaration of Special Covenants and Restrictions (Non-Competition) executed by KRA, dated March 31, 1989, and recorded in Book E183, page 345 in the R.M.C. Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in said R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M191, page 671 in said R.M.C. Office.

(t) Non-Exclusive Easement for Access, Ingress and Egress Over 50 Foot Right-of-Way executed by Kiawah Resort Associates and Kiawah Island Utility, Inc. in favor of Landmark Land Company of Carolina, Inc. dated March 31, 1989, and recorded in Book E183, page 15, in the R.M.C. Office, as amended. (As to the Non-Exclusive Easement over 50' Right-of-Way Only)

(u) Effluent Line Easement granted by Kiawah Resort Associates in favor of Landmark Land Company of Carolina, Inc., dated March 31, 1989, and recorded in Book F183, page 001, in the R.M.C. Office. (As to the Non-Exclusive Easement over 50' Right-of-Way Only)

(v) Fiber Optic Line Easement granted by Kiawah Resort Associates, KRA/Strawmarket, L.P., Kiawah Island Community Association, Inc., and Kiawah Island Utility, Inc., dated July 15, 1991, and recorded in Book X204, page 590, in the R.M.C. Office. (As to the Non-Exclusive Easements over Sora Rail Road and 50' Right-of-Way Only)

(w) Easements, construction/improvement setbacks and other building/use criteria as shown on plats of record in the R.M.C. Office.

(x) Memorandum of Utility Service Agreement executed by and between Kiawah Resort Associates, L.P. and Kiawah Island Utility, Inc., dated July 29, 1994, and recorded in Book _____, page _____, in the R.M.C. Office.

(y) This conveyance is made subject further to the express covenant, condition, and restriction that the Property shall be used only by Grantee for purposes and activities associated with its maintenance of Kiawah Island "Common Properties" as set forth in the Declaration of Covenants and Restrictions of the KICA recorded in Book M114, page 407, in the R.M.C. Office, as amended.

This conveyance is made subject to the further reservation by the Grantor, for itself, its successors and assigns, of a non-exclusive, perpetual, permanent, assignable, transmissible, and commercial easement running over, under, upon and across strips of land ten (10') feet in width, lying adjacent to and parallel with the north, south, east and west property lines, for the installation and maintenance of all utilities.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

Kiawah Island Utility, Inc. has joined in the execution of the within deed of conveyance to perfect the grant of easement over the unnamed 50' Right-of-Way, as to that portion of the said easement that lies within the boundary of the Kiawah Island Utility Tract.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord _____, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)
By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____ By: _____
Charles S. Way, Jr.
Its: President

_____ By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, _____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

IN WITNESS WHEREOF, Kiawah Island Utility, Inc. has caused these presents to be executed in its name by its officer thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord _____, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH ISLAND UTILITY, INC.
(SEAL)

_____

By: _____

_____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Island Utility, Inc., by its officer thereunto duly authorized, sign and seal the within written instrument, and as the act and deed of the said corporation deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, _____.

_____(SEAL)

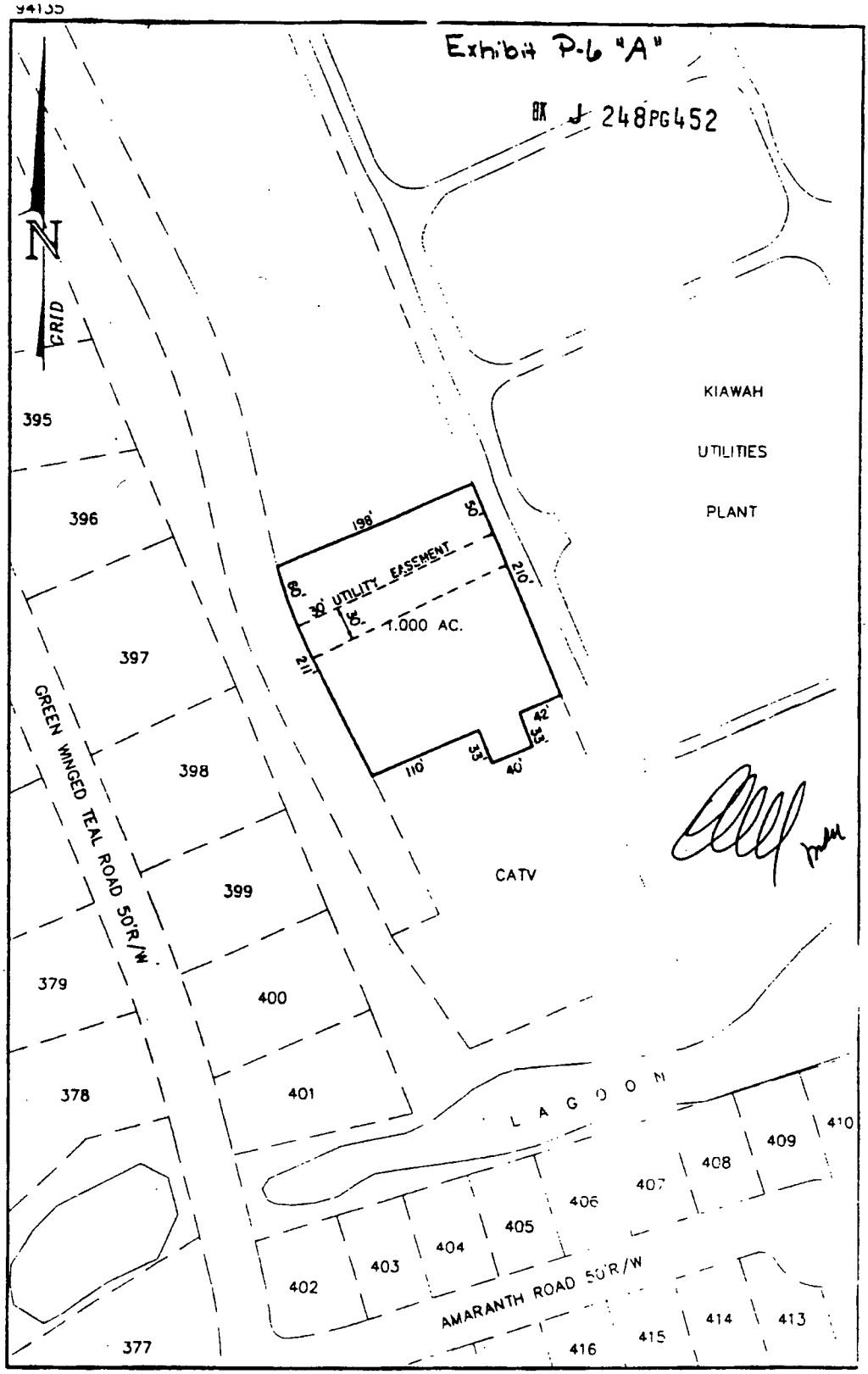
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/Devesh.5-

Exhibit P-6 "A"

BK J 248PG452



AN EXHIBIT OF
A 1.000 ACRE TRACT
OWNED BY KIAWAH RESORT ASSOCIATES, L.P.
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

Southeastern Surveying, Inc.
147 Wappoo Creek Drive, Ste 102
Charleston, South Carolina 29412
(803) 795-9330 FAX: 795-2007

DATE: JULY 14, 199
SCALE: 1"= 100'
DRAWN: DLD
DWG: 4135-TP
REV:

September 14, 1994

Schedule P-7
Parcel 7
Approximately 4,000-5,000 acres of lowlands and marshlands as set forth in Paragraph 16.(a) of the Development Agreement

(TO BE EXECUTED PRIOR TO JANUARY 1, 2008)

STATE OF SOUTH CAROLINA)
) QUIT-CLAIM DEED
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., all of its right, title and interest, of, in and to the following described property, to-wit:

For purposes of this description,
the term "Kiawah Island" shall and does hereby include its adjacent islands within the marshes bordered by Stono Inlet, the Kiawah River, Captain Sam's Inlet and the Atlantic Ocean,
which islands include but are not limited to "Cougar Island", "Eagle Point", "Bear Island", "Three Loons Island", "Captain Maynard's Island", "Cormorant Island", "Otter Island", "Terrapin Island", and "Willet Island".

All those certain pieces, parcels and tracts of lowland and marshlands as lie below mean high water (as the same may vary from time to time), surrounding Kiawah Island, S.C., (illustrated generally on Exhibit "A" attached hereto and incorporated herein by reference) and which lie generally outside an area located approximately three hundred (300) feet away from Kiawah Island, and which extend to the mean low water marks of the Kiawah River, Stono River, the Atlantic Ocean, the westernmost part of Captain Sams Inlet, and other navigable waters of the United States, if any, on which said lowlands and marshlands border, together with beds of navigable and non-navigable creeks or streams where the same surround the aforesaid lowlands and marshlands.

Where the perimeter highland property of Kiawah Island is shown on subdivision plats of record in the R.M.C. Office, such lowland and marshland area described above shall commence at a point in the lowlands and marshlands three hundred (300') feet away from, or seaward of, the perimeter boundary line(s) of such tracts of highland on Kiawah Island as shown on such subdivision plats of record in the R.M.C. Office.

TOGETHER WITH any highlands, hummocks and any small islands bordered in whole or in part by the aforesaid marshland and lowland property as lie beyond a point 300' feet away from, and seaward of, Kiawah Island highland.

SAVING AND EXCEPTING THEREFROM, however, (a) any highlands or hummocks adjacent to and/or near Kiawah Island, and (b) any small islands bordered in whole or in part by the aforesaid marshland and lowland property having been previously conveyed to third parties by instruments recorded in the R.M.C. Office prior to the execution and recordation hereof.

It is the intention of KRA, L.P. to convey to the KICA hereby only a portion of the lowlands and marshlands surrounding Kiawah Island, and certain undevelopable and isolated highlands and hummocks and small islands where the same have not been conveyed to third parties by instruments of record in the R.M.C. Office prior to the execution and recordation hereof.

(The above-described property is hereinafter referred to as the "Property")

TMS Number: 207-00-00-002

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record.

This conveyance is made subject further to the covenant, condition and restriction that the Property shall be maintained and utilized as a Common Property as defined in the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., recorded in Book M114, page 407 in the R.M.C. Office, as amended, (the "KICA Covenants") and shall be made subject to such rights and restrictions as are applicable to Common Properties as set forth in said KICA Covenants.

This conveyance is made subject further to that certain Grant of Conservation Easement executed by Grantor in favor of _____ dated _____, and recorded in Book _____, page _____, in the R.M.C. Office. (form of such easement to be determined by Tax law and/or conservation entity, etc.)

This conveyance is made subject to the Town of Kiawah Island Key Location Ordinance [Ordinance No. 91-1, as amended by Ordinance No. 92-1] and to the rights of the Grantor, its successors and assigns thereunder.

Notwithstanding any other provision hereof, there is hereby reserved unto the Grantor, for itself and its guests, invitees, employees, successors, successors in title and assigns, the non-exclusive, perpetual, permanent, assignable, transmissible, and commercial right and easement, in perpetuity, for access, ingress and egress over, upon and across the Property to and from any highlands, islands and hummocks located within the Property, over walkways, bridges, docks, bulkheads, and gazebos constructed thereon, and to use the Property for any active and passive recreational purposes.

The non-exclusive usage rights and easements herein reserved shall be for the benefit of Grantor, its guests, invitees, employees, successors, successors in title and assigns, shall be and are hereby deemed to be integral to, inhering in and essential to Grantor's commercial purposes as developer of Kiawah Island and the "Company" under the KICA Covenants and the General Covenants, are enforceable only by Grantor, its successors as such developer or the "Company" under the KICA Covenants and the General Covenants, and its assigns, or its designee, and shall benefit and run with the title to the Grantor's remaining properties on Kiawah Island, S.C. (including but not limited to its Sales Center Property on the Kiawah Island Parkway and Cougar Island), until all of such remaining properties are conveyed by Grantor, its successors or assigns, to third party lot purchasers.

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah covenants, including rights or easements to use and enjoy Common Property and allowing guests or others to do so.

Portions of the Property hereby conveyed may be located in part seaward of the interim Setback Line as established by the South Carolina Coastal Council (n/k/a the DHEC - Office of Ocean and Coastal Resource Management) as of January 20, 1989, and South Carolina Code Sections 48-39-270 through 48-39-360, as amended, effective July 1, 1988 (the "Beach Protection Act"). The following information concerning the location and circumstances of the Property is hereby disclosed:

The proximity and location of the interim Setback Line and the Interim Baseline areas are shown on plats of record in the R.M.C. Office for Charleston County, South Carolina. There are no habitable structures on the Property seaward of the setback line. The most recently published annual erosion rate for the Property is not set forth herein because the Property shown on such plats has over the 40 year period prior to July 1, 1988, been determined to not have an erosion rate. Reference must be had to the Beach Protection Act itself regarding the significance of these disclosures as well as the potential for movement and relocation of the lines in the future.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord _____, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)
By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By: _____
Charles S. Way, Jr.
Its: President

_____

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, _____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/Devcon.5-

September 14, 1994 **Schedule P-7(a)(i)**

Proposed Deed of Conveyance
to Third Party Purchaser for
Isolated "undevelopable" Highlands
within Marsh or Lowland Areas

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

SAMPLE
INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by _____ (hereinafter sometimes referred to as the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the covenants, conditions, obligations, restrictions, exceptions, reservations, encumbrances, easements, and plats hereinafter set forth, unto the said _____, the following described property, ("Property") to-wit:

PROPERTY DESCRIPTION TO BE DETERMINED
(will include subdivided lot, and isolated "undevelopable" highland or island within the marshlands or lowlands surrounding Kiawah Island)

All that certain piece, parcel and lot of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, known and designated (if platted) as Lot Number _____ (_____), Tract _____, Phase _____, _____ Subdivision, and shown on a plat by _____ entitled "_____" dated _____, having latest revision dated _____, and recorded in Plat Book _____, at page _____, in the office of the Register of Mesne Conveyances for Charleston County, S.C., (hereinafter the "R.M.C. Office"), said lot having such location, butts and bounds, metes, courses and distances as will by reference to said plat (or such exhibit or description as is utilized for conveyance purposes) more fully appear.

Also, the lot piece or parcel described or labeled "Natural Area" on the said plat, exhibit or description together with an access easement across the lowland or marsh areas. {Note: Natural Area and/or access easement may be quit-claimed at Grantor's election.}

All of the foregoing lands and easement areas are the "Property" herein.

This conveyance is made subject to the following:

(a) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

(b) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 406 in the R.M.C. Office.

(c) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

(d) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. executed by Kiawah Island Community Association, Inc. and Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 407 in the R.M.C. Office.

(e) Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O125, page 163 in the R.M.C. Office.

(f) Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K139, page 58 in the R.M.C. Office.

(g) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the R.M.C. Office.

(h) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the R.M.C. Office.

(i) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the R.M.C. Office.

(j) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the R.M.C. Office.

(k) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the R.M.C. Office.

(l) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the R.M.C. Office, assigning certain rights under the restrictions set forth in the documents referred to herein, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC", dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the R.M.C. Office.

(m) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to the Grantor herein.

(n) Class "A" Covenants for Single-Family Residential Areas in Kiawah Island executed by Kiawah Island Company, Inc., dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 339, in the R.M.C. Office, as from time to time may be amended by instruments of record.

(o) In those instances where a lagoon is adjacent to a property line of the lot hereby conveyed, the said property is conveyed subject to an easement fifteen feet in width lying parallel and adjacent to the said property line adjoining the lagoon in favor of Kiawah Resort Associates, L.P., its successors and assigns, for purposes of access and maintenance of lagoon banks and utilities. The lot area within said easement area is subject to erosion which, when occurs, may or may not be restored. No clearing or cutting of vegetation shall be permitted within said easement area except as may be specifically approved in writing by Kiawah Resort Associates, L.P., its successors and assigns.

(p) Covenant and restriction that no residence or dwelling be constructed thereon with less than _____ square feet of total enclosed dwelling area, and a minimum of _____ square feet of enclosed dwelling area on the main floor should said residence be more than one story in height, as said term "enclosed dwelling area" is defined in the aforesaid recorded covenants. (Optional paragraph)

(q) Easements, construction/improvement setbacks and other building/use criteria as shown on the aforesaid plat recorded in Plat Book _____ at page _____ in the R.M.C. Office.

(r) Declaration of Special Covenants and Restrictions (Non-Competition) executed by Kiawah Resort Associates, dated March 31, 1989, and recorded in Book E183, page 345 in the R.M.C. Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in the R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M191, page 671 in the R.M.C. Office.

(s) The restriction that the property conveyed hereby may not be used for any type of Vacation Time Sharing Plan as defined by Section 27-32-10, et.seq., S.C. Code (1976), as amended, without the express, written consent of the Grantor, its successors and assigns.

(t) Right-of-Way Easement for Underground Equipment executed by Kiawah Resort Associates, L.P., in favor of Berkeley Electric Cooperative, Inc., recorded in Book _____, page _____, in the R.M.C. Office.

(u) Any lawful, constitutional interest in either the State of South Carolina or Federal Government created, or limitations on use imposed, by the Federal Coastal Management Act or other Federal law or by S. C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-250 through 48-39-360, as amended, or any regulations promulgated pursuant to said State or Federal laws, inclusive of the DHEC - Office of Ocean and Coastal Resource Management and U. S. Army Corps of Engineers regulations, and such rights as the public may enjoy to the use of property lying below the mean high water mark.

(v) That additional land, which is a part of the Property lying within the marsh or lowlands and which is labeled "Natural Area" shown on Exhibit "A" attached hereto and incorporated hereby by reference is subject to the express covenant, condition and restriction that no structures shall be erected thereon without the prior, express written consent of the Grantor, its successors and assigns. This restriction is not intended to prohibit the construction of walkways, bridges, docks, bulkheads and gazebos and other such recreation structures when the same have been approved by the Kiawah Architectural Review Board, nor is it intended to prohibit the use of the said Natural Area for active and passive recreational uses, which uses are hereby authorized.

(w) Zoning ordinance of the Town of Kiawah Island.

(x) Assessments as may become due and payable.

(y) Charleston County, S.C. ad valorem taxes for _____, not yet due and payable, and ad valorem taxes for all subsequent years.

The Grantee has joined in the execution of the within Indenture Deed to evidence its consent and agreement to abide by the covenants, conditions, restrictions, easements, limitations, and reservations set forth herein.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

TMS Number:

Address of Grantee:

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 said premises before mentioned unto the said _____, _____ and assigns, forever.

SUBJECT TO the covenants, conditions, obligations, restrictions, exceptions, reservations, encumbrances, easements, and plats set forth herein, KIAWAH RESORT ASSOCIATES, L.P. does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the highland portion of the said premises, above the mean high water mark of abutting tidal waters, unto the said _____, _____ and assigns, against itself, its successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and _____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By: _____
Charles S. Way, Jr.
Its: President

_____

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, _____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this ____ day of _____, in the year of our Lord One Thousand Nine Hundred and _____, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____ _____(SEAL)

_____ _____(SEAL)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named _____ sign, seal and as _____ act and deed deliver the within written instrument, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
____ day of _____, _____.

_____(SEAL) _____
Notary Public for South Carolina
My commission expires:

BUIST/BN/KRALP/Deveith.5-

September 14, 1994

Schedule P-8
Parcel 8

Approximately 10 Miles of Beachfront Property pursuant to Paragraph 16(b) of the Development Agreement (TO BE SIGNED ON OR BEFORE JANUARY 1, 1996)

STATE OF SOUTH CAROLINA)
) QUIT-CLAIM DEED
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., all of its right, title and interest, of, in and to the following described property, to-wit:

All that certain piece, parcel or strip of land, situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, approximately ten (10) miles in length, the westernmost boundary of which being an imaginary line having as its northern terminus, a point marked by a concrete monument having State Plane Coordinates N275,327.0025/ E2,267,801.5097 located at the southwesternmost corner of a 2.067 acre tract of land located at the terminus of Beachwalker Road on Kiawah Island, known generally as the "Employee Facility Tract" and as shown on a plat by Williams & Associates dated March 20, 1981, and recorded in Plat Book AS at page 85, in the R.M.C. Office for Charleston County, S.C. (the "R.M.C. Office"); thence running with said imaginary line from said point in a southerly direction S04°55'16"E to the mean high water mark of the Atlantic Ocean; said strip of land thence extending eastwardly to an imaginary line extending due south from a point marked by a concrete monument numbered 27722 shown on Page 3 of 3 of a plat of the "Links Course Tract" by Davis & Floyd, Inc., dated February 6, 1989, and recorded in Plat Book BV at page 38, in the R.M.C. Office to the mean high water mark of the Atlantic Ocean; said strip of land varies in width, but is generally between 200' and 300' wide, and extends from the seaward boundary lines of most beachfront residential, resort and commercial properties on Kiawah Island, as shown on plats of record in the R.M.C. Office, to the mean high water mark of the Atlantic Ocean.

SAVING AND EXCEPTING THEREFROM, however, so much of the above-described beachfront property having been previously conveyed to third parties by instruments recorded in the R.M.C. Office prior to the execution and recordation hereof.

(The above-described property is hereinafter referred to as the "Property")

TMS Number:

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record as of September 16, 1994, the date of the Development Agreement executed by and between Kiawah Resort Associates, L.P., and the Town of Kiawah Island, and all applicable governmental and zoning ordinances and regulations.

This conveyance is made subject further to the covenant, condition and restriction that the Property shall be maintained and utilized as a Common Property as defined in the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., recorded in Book M114, page 407 in the R.M.C. Office, as amended, (the "KICA Covenants") and shall be made subject to such rights and restrictions as are applicable to Common Properties as set forth in said KICA Covenants.

Notwithstanding any other provision hereof, there is hereby reserved unto the Grantor, for itself and its invitees, successors, subsidiaries, successors in title and assigns, a non-exclusive, perpetual, permanent, assignable, transmissible, and commercial right and easement for ingress and egress, for the construction and maintenance of permitted walkways, boardwalks, and gazebos, and to use the Property for other lawful purposes.

Further reserving unto the Grantor, for itself, its invitees, successors, subsidiaries, successors-in-title and assigns, a non-exclusive, perpetual, permanent, assignable, transmissible, and commercial right and easement for access, ingress and egress for the installation and maintenance of utilities and for all other necessary, useful, or convenient utility purposes and activities of every kind and description, over, upon, across, and under, the Property, which said easement is necessary for Grantor's commercial purposes as developer of Kiawah Island, and those of its successors, assigns, and subsidiaries.

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah covenants, including rights or easements to use and enjoy Common Property and allowing guests or others to do so.

Portions of the Property hereby conveyed may be located in part seaward of the interim Setback Line as established by the South Carolina Coastal Council (n/k/a DHEC - Office of Ocean and Coastal Resource Management) as of January 20, 1989, and South Carolina Code Sections 48-39-270 through 48-39-360, as amended, effective July 1, 1988 (the "Beach Protection Act"). The following information concerning the location and circumstances of the Property is hereby disclosed:

The proximity and location of the interim Setback Line and the Interim Baseline areas are shown on plats of record in the R.M.C. Office for Charleston County, South Carolina. There are no habitable structures on the Property seaward of the setback line. The most recently published annual erosion rate for the Property is not set forth herein because the Property shown on such plats has over the 40 year period prior to July 1, 1988, been determined to not have an erosion rate. Reference must be had to the Beach Protection Act itself regarding the significance of these disclosures as well as the potential for movement and relocation of the lines in the future.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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 said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and _____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)

Its: General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, _____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/Devach.5-

BK J 248PG466

CANVASBACK POND

DOCK

EDGE OF LAGOON

ASPHALT PATH

OSPREY POINT GOLF COMPANY

ROCK PARKING

SOUTHERN BELL CONCRETE PAD

TRANSFORMER

IRRIGATION CONTROL VALVES

POST

WATER METER

GOVERNOR'S DRIVE 64' R/W

PARK OF SPINE

ASPHALT PATH

ISBACK MINI-PARK

PLAYWAY DRIVE 60' R/W

GRID NORTH
SCALE 1" =30'

SCALE IN FEET

SOUTHEASTERN SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION
COD126

SOUTH CAROLINA
REGISTERED
LAND SURVEYOR
10032
MARK S. BUSEY

S S I — Southeastern Surveying, Inc.
147 Wappoo Creek Drive – Suite 102
Charleston, South Carolina 29412
(803) 795-9330

AN EXHIBIT OF
CANVASBACK POND MINI-PARK
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

DATE:	SEPT. 14, 1994
DRAWN:	JTB
CHECK:	MSB
JOB:	94135
DWG:	4135.DWG
COGO:	4135
SHEET	1 OF 1
REV:	

September 12, 1994 **Schedule P-9**

Parcel 9

Bear Island, a/k/a Little Bear Island
(To be Signed on or before January 1, 2016)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

INDENTURE QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., the following described property, to-wit:

All that certain piece, parcel or tract of land, being the far eastern end of Kiawah Island, Charleston County, South Carolina, known generally as "Bear Island" or "Little Bear Island," and shown and designated on a sketch attached hereto as Schedule P-9-("A"), which said sketch is incorporated herein by reference.

(Note that this Property Description may change
as portions of Bear Island may
be developed by the Grantor and conveyed to third party purchasers
and/or conveyed by the Grantor to the
owner of the Ocean Course Tract)

(the "Property")

TMS Number:

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record as of the date of recordation of the Development Agreement between Kiawah Resort Associates, L.P. and the Town of Kiawah Island dated September _____, 1994, including, but not limited to the following:

(a) Charleston County, S.C. ad valorem taxes for the year _____, not yet due and payable, and ad valorem taxes for all subsequent years.

(b) All questions of accuracy, location of boundary lines, location of improvements, encroachments, area, and all other matters whatsoever which an accurate survey or inspection of the premises may reveal.

(c) Any lawful, constitutional interest in either the State of South Carolina or Federal Government created, or limitations on use imposed, by the Federal Coastal Management Act or other Federal law or by S. C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-250 through 48-39-360, as amended, or any regulations promulgated pursuant to said State or Federal laws, inclusive of DHEC - Office of Ocean and Coastal Resource Management and U. S. Army Corps of Engineers regulations, and such rights as the public may enjoy to the use of property lying below the mean high water mark.

(d) Title to that portion of the Property lying below the mean high water mark and the navigable waters of the Kiawah River, Stono River, Stono River Inlet, their tributaries, and adjacent marshes.

(e) Mineral Rights, if any, as more fully set forth in the "Saving and Excepting Also" clause on page 6 in the deed of conveyance from Ronald D. Royal, Dennison A. Royal, Alice Royal Smith, formerly Pamela Alice Royal, a/k/a Pamela Royal Smith, Michael F. Royal, Sandra Royal Olsberg, Nancy Royal Schomaker, formerly Nancy Royal Mims, and Kiawah Development Company to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office.

(f) Rights reserved unto Ronald D. Royal, a/k/a Ronald David Royal, Dennison A. Royal, Alice Royal Smith, formerly Pamela Alice Royal, a/k/a Pamela Royal Smith, Michael F. Royal, Sandra Royal Olsberg and Nancy Royal Schomaker, formerly Nancy Royal Mims, and their respective assigns, and obtained through and tied to the ownership of a lot or lots subdivided from the property described in the "Saving and Excepting Also" clause found on pages 4 and 5 of the deed hereinafter referred to, to become a member of any association of Kiawah property owners or other such organization; the right of ingress and egress over any platted public and private streets, roads and ways; the right to connect and use utility and other services on the same basis as those services are offered to other lot owners on Kiawah Island and the right to use recreational facilities on the same basis as those facilities are offered to other such lot owners, said rights being more fully set forth in subparagraph "(d)" on page 5 of the deed of conveyance from Ronald D. Royal, et al., to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office.

(g) Unrecorded easements, if any, for utility lines and facilities existing at the time of the conveyance from Ronald D. Royal, et al. to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the R.M.C. Office, as set forth in paragraph "(c)" on page 7 thereof.

(h) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the R.M.C. Office, as from time to time may be amended by instruments of record.

(i) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 406 in the R.M.C. Office.

(j) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 337 in the R.M.C. Office as may from time to time be amended by instruments of record.

(k) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. executed by Kiawah Island Community Association, Inc. and Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 407 in the R.M.C. Office.

(l) Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O125, page 163 in the R.M.C. Office.

(m) Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K139, page 58 in the R.M.C. Office.

(n) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the R.M.C. Office.

(o) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the R.M.C. Office.

(p) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the R.M.C. Office.

(q) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the R.M.C. Office.

(r) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the R.M.C. Office.

(s) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the R.M.C. Office, assigning certain rights under the aforesaid restrictions, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC", dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the R.M.C. Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the R.M.C. Office.

(t) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the R.M.C. Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

(u) Agreement by and between St. John's Water Company, Inc. and Kiawah Island Utility, Inc., dated April 12, 1978, and recorded in Book O121, page 365, in the R.M.C. Office.

(v) Declaration of Special Covenants and Restrictions (Non-Competition) executed by KRA, dated March 31, 1989, and recorded in Book E183, page 345 in the R.M.C. Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in said R.M.C. Office, and as further amended by instrument September 8, 1989, and recorded in Book M191, page 671 in said R.M.C. Office.

(w) Memorandum of Utility Service Agreement executed by and between Kiawah Resort Associates, L.P. and Kiawah Island Utility, Inc., dated July 29, 1994, and recorded in Book _____, page _____, in the R.M.C. Office.

(x) Easements, construction/improvement setbacks and other building/use criteria as shown on the plats of record in the R.M.C. Office.

(y) Except as provided herein, this conveyance is made subject to the express covenant, condition and restriction that the Property shall be maintained and utilized as a Common Property as defined in the aforesaid Declaration recorded in Book M114, page 407 in the R.M.C. Office, as amended, and is subject to such rights and restrictions as are applicable to Common Properties as set forth in said Declaration.

(z) The rights and interests heretofore conveyed to owners of the 18 cottage lots and related limited active recreational areas and facilities as may be shown on the master plan approved by the Town of Kiawah.

(aa) Notwithstanding any other provision herein, the paramount intent of the parties is that (a) this conveyance is made subject to the reservation by the Grantor, its successors and assigns, of the non-exclusive, perpetual, permanent, assignable, transmissible and commercial right, easement and privilege until January 1, 2016, for itself and its guests to use the above described Property in any reasonable manner, shape or form, subject to the provisions and limitations of Paragraph 16(d) of the Development Agreement between the Grantor and the Town of Kiawah Island; and (b) that the portion of Parcel 9 as is designated "area available for golf replacement" (i.e., the "Golf Replacement Area") on Schedule P-9-("A") hereto, is made subject to the following terms and conditions which shall be and are hereby deemed by the parties to supersede any provision hereof and any provision of any instrument of record contrary hereto, including, but not limited to, those mentioned herein:

> Should a portion of The Ocean Course, which is located to the southwest of Bear Island, become damaged, in whole or in part, by any future storm, natural disaster, natural change in the channel or oceanfront or dunes, or by any other causes and there is no property then available at such Ocean Course site for the replacement of such golf holes, then, in such event, Grantee agrees for itself and its successors and assigns, for a nominal consideration of $1.00, to re-convey to the Grantor, its successors and assigns (or, should Grantor, its successors or assigns so approve in writing, to the then owner of The Ocean Course) by quit-claim deed or other conveyance, so much of the Golf Replacement Area as Grantor, its successors and assigns, may deem necessary to re-construct such golf areas and/or create new replacement golf holes at The Ocean Course as may have been so damaged by any such occurrence(s), and KRA, L.P. may, in its discretion, convey such areas to the then owner of The Ocean Course property for such consideration as it may then determine.

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah Covenants, including rights or easements to use and enjoy Common Property and allowing guests or others to do so.

Portions of the Property hereby conveyed may be located in part seaward of the interim Setback Line as established by the South Carolina Coastal Council (n/k/a the DHEC - Office of Ocean and Coastal Resource Management) as of January 20, 1989, and South Carolina Code Sections 48-39-270 through 48-39-360, as amended, effective July 1, 1988 (the "Beach Protection Act"). The following information concerning the location and circumstances of the Property is hereby disclosed:

The proximity and location of the interim Setback Line and the Interim Baseline areas are shown on plats of record in the R.M.C. Office for Charleston County, South Carolina. There are no habitable structures on the Property seaward of the setback line. The most recently published annual erosion rate for the Property is not set forth herein because the Property shown on such plats has over the 40 year period prior to July 1, 1988, been determined to not have an erosion rate. Reference must be had to the Beach Protection Act itself regarding the significance of these disclosures as well as the potential for movement and relocation of the lines in the future.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord _____, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)

Its: General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, _____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

BUEST\BN\KRALP\DEVEXH.1-4

IN WITNESS WHEREOF, the Kiawah Island Community Association, Inc. has caused these presents to be executed in its name by its officer(s) thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord _____ and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC. (SEAL)

_____

By: _____

Its: _____

_____

By: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Island Community Association, Inc. by its officer(s) thereunto duly authorized, sign and seal the within written instrument, and said corporation by said officers did deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
____ day of _____, _____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BULST/BN/KRALP/Derwich.5-

September 14, 1994 **Schedule P-10**

Parcel 10

Captain Sam's Spit
(TO BE SIGNED IN 2008)

STATE OF SOUTH CAROLINA)
) QUIT-CLAIM DEED
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., all of its right, title and interest, of, in and to the following described property, to-wit:

All that certain piece, parcel or tract of land being the westernmost portion of Kiawah Island, Charleston County, S.C., lying generally south of Beachwalker Park and southwest of the "Employee Facility Tract", more particularly delineated on a plat by Southeastern Surveying, Inc., entitled ***"AN EXHIBIT OF CAPTAIN SAM'S SPIT AND BEACHWALKER PARK OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA"***, dated July 14, 1994, attached hereto as Exhibit "A" and incorporated herein by reference; said tract being bounded on the north by the Kiawah River, a small tract of land west of Beachwalker Park, and Beachwalker Park; on the east by property of Grantor; on the South and Southeast by the Atlantic Ocean and on the west by the Kiawah River and Captain Sam's Inlet.

(the above-described property is hereinafter referred to as the "Property")

(This Description is subject to change as KRA, L.P. reserves the right to convey the eastern half of Captain Sam's Spit as shown on Schedule P-10(a) hereto, to Charleston County or the Charleston County Park and Recreation Commission)

TMS Number:

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record and all applicable governmental and zoning ordinances and regulations.

This conveyance is made subject further to the covenant, condition and restriction that the Property shall be maintained and utilized as a Common Property as defined in the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., recorded in Book M114, page 407 in the R.M.C. Office, as amended, (the "KICA Covenants") and shall be made subject to such rights and restrictions as are applicable to Common Properties as set forth in said KICA Covenants.

Notwithstanding any other provision hereof, there is hereby reserved unto the Grantor, for itself and its invitees, successors, successors in title and assigns, the non-exclusive, permanent, assignable, transmissible, and commercial right and easement for access, ingress and egress over, upon and across the Property, and to use the Property for all active and passive recreational purposes and activities reasonably related thereto.

The non-exclusive usage rights and easements herein reserved shall be for the benefit of Grantor, its invitees, successors, successors in title and assigns, shall be and are hereby deemed to be integral to, inhering in and essential to Grantor's commercial purposes as developer of Kiawah Island and the "Company" under the KICA Covenants and the General Covenants, are enforceable only by Grantor, its successors as such developer or the "Company" under the KICA Covenants and the General Covenants, and its assigns, or its designee, and shall benefit and run with the title to the Grantor's remaining properties on Kiawah Island, S.C. (including but not limited to its Sales Center Property on the Kiawah Island Parkway and Cougar Island).

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah covenants, including rights or easements to use and enjoy Common Property and allowing guests or others to do so.

Portions of the Property hereby conveyed may be located in part seaward of the interim Setback Line as established by the South Carolina Coastal Council (n/k/a DHEC - Office of Ocean and Coastal Resource Management) as of January 20, 1989, and South Carolina Code Sections 48-39-270 through 48-39-360, as amended, effective July 1, 1988 (the "Beach Protection Act"). The following information concerning the location and circumstances of the Property is hereby disclosed:

The proximity and location of the interim Setback Line and the Interim Baseline areas are shown on plats of record in the R.M.C. Office for Charleston County, South Carolina. There are no habitable structures on the Property seaward of the setback line. The most recently published annual erosion rate for the Property is not set forth herein because the Property shown on such plats has over the 40 year period prior to July 1, 1988, been determined to not have an erosion rate. Reference must be had to the Beach Protection Act itself regarding the significance of these disclosures as well as the potential for movement and relocation of the lines in the future.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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 said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and _____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By: _____
Charles S. Way, Jr.
Its: President

_____

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, _____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/Deed.A.3-

Schedule P-10, Page 3

September 14, 1994 Schedule P-11

BK J 248PG478

Parcel 11

Cougar Island Park

STATE OF SOUTH CAROLINA)
) QUIT-CLAIM DEED
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., the following described property, to-wit:

PROPERTY DESCRIPTION TO BE DETERMINED/ 2 ACRES ON COUGAR ISLAND
(including a Non-Exclusive Easement for Access, the location of which shall be in Grantor's sole discretion)
(the "Property")

TMS Number:

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record as of the date of recordation of this deed. In addition, this conveyance is made subject to the following:

(a) Charleston County, S.C. ad valorem taxes for the year _____, not yet due and payable, and ad valorem taxes for all subsequent years.

(b) All questions of accuracy, location of boundary lines, location of improvements, encroachments, area, and all other matters whatsoever which an accurate survey or inspection of the premises may reveal.

(c) Any lawful, constitutional interest in either the State of South Carolina or Federal Government created, or limitations on use imposed, by the Federal Coastal Management Act or other Federal law or by S. C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-250 through 48-39-360, as amended, or any regulations promulgated pursuant to said State or Federal laws, inclusive of DHEC - Office of Ocean and Coastal Resource Management and U. S. Army Corps of Engineers regulations, and such rights as the public may enjoy to the use of property lying below the mean high water mark.

(d) Title to that portion of the Property lying below the mean high water mark and the navigable waters of the Kiawah River, Stono River, Stono River Inlet, their tributaries, and adjacent marshes.

(e) Easements, construction/improvement setbacks and other building/use criteria as shown on the plats of record in the R.M.C. Office.

(f) This conveyance is made subject to the express covenant, condition and restriction that the Property shall be used only as a private Kiawah Island community passive park for the use of Kiawah Island property owners and their guests; and the Property shall be maintained and utilized as a Common Property as defined in the aforesaid Declaration recorded in Book M114, page 407 in the R.M.C. Office, as amended, and is subject to such rights and restrictions as are applicable to Common Properties as set forth in said Declaration.

(g) This conveyance is made subject to the further reservation by the Grantor, its successors and assigns, of the non-exclusive, perpetual, permanent, assignable, transmissible and commercial right, easement and privilege until January 1, 2016, for itself and its guests to use the above described park Property in any reasonable manner, shape or form.

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah Covenants, including rights or easements to use and enjoy Common Property and allowing guests or others to do so.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord _____, and in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)
By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By: _____
Charles S. Way, Jr.
Its: President

_____

By: _____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, _____.

_____(SEAL) _____

Notary Public for South Carolina
My commission expires:

BUIST/BN/KRALP/DEVEXH.1-4

BK J 248PG481

[redacted]

Form 10-168e
Rev. 12/90

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

HISTORIC PRESERVATION CERTIFICATION APPLICATION
PART 2 — DESCRIPTION OF REHABILITATION

NPS Office Use Only
NHL Nc:

NPS Office Use Only
Project No:

Instructions: Read the instructions carefully before completing application. No certification will be made unless a completed application form has been received. Type or print clearly in black ink. If additional space is needed, use continuation sheets or attach blank sheets. A copy of this form may be provided to the Internal Revenue Service. The decision by the National Park Service with respect to certification is made on the basis of the descriptions in this application form. In the event of any discrepancy between the application form and other, supplementary material submitted with it (such as architectural plans, drawings and specifications), the application form shall take precedence.

1. Name of property: Vanderhorst Mansion

Address of property: Street 99 Governors Drive

City Kiawah Island County Charleston State SC Zip 29455

[X] Listed individually in the National Register of Historic Places; give date of listing: October 25, 1973

[ ] Located in a Registered Historic District; specify:

Has a Part 1 Application (Evaluation of Significance) been submitted for this project? ☐ yes ☒ no

If yes, date Part 1 submitted: _____ Date of certification: _____ NPS Project Number: _____

2. Data on building and rehabilitation project:

Date building constructed: 1802
Type of construction: Wood
Use(s) before rehabilitation: Residential
Proposed use(s) after rehabilitation: Residential
Estimated cost of rehabilitation: $980,500
This application covers phase number 1 of 1 phases
Project/phase start date (est.): 1/94

Total number of housing units before rehabilitation: 1
Number that are low-moderate income: 0
Total number of housing units after rehabilitation: 1
Number that are low-moderate income: 0
Floor area before rehabilitation: 5,064 SF Heated
Floor area after rehabilitation: 6,862 SF Heated
Completion date (est.) 9/94

3. Project contact:

Name Glenn F. Keyes, AIA
Street 12 Vanderhorst Street City Charleston
State SC Zip 29403 Daytime Telephone Number 803-722-4100

4. Owner:

I hereby attest that the information I have provided is, to the best of my knowledge, correct, and that I own the property described above. I understand that falsification of factual representations in this application is subject to criminal sanctions of up to $10,000 in fines or imprisonment for up to five years pursuant to 18 U.S.C. 1001

Name Charles P. Darby, III Signature _____ Date _____
Organization Diuci, Inc.
Social Security or Taxpayer Identification Number 57-063-46-22
Street P.O. Box 242 City Charleston
State SC Zip 29402 Daytime Telephone Number 803-722-2615

NPS Office Use Only

The National Park Service has reviewed the "Historic Certification Application — Part 2" for the above-named property and has determined:

☐ that the rehabilitation described herein is consistent with the historic character of the property or the district in which it is located and that the project meets the Secretary of the Interior's "Standards for Rehabilitation." This letter is a preliminary determination only, since a formal certification of rehabilitation can be issued only to the owner of a "certified historic structure" after rehabilitation work is completed.

☐ that the rehabilitation or proposed rehabilitation will meet the Secretary of the Interior's "Standards for Rehabilitation" if the attached conditions are met

☐ that the rehabilitation or proposed rehabilitation is not consistent with the historic character of the property or the district in which it is located and that the project does not meet the Secretary of the Interior's "Standards for Rehabilitation." A copy of this form will be provided to the Internal Revenue Service

Date _____ National Park Service Authorized Signature _____ National Park Service Office/Telephone No

☐ See Attachments

BK J 248PG482

HISTORIC PRESERVATION CERTIFICATION APPLICATION— PART 2

NPS Office Use Only

Project Number:

Vanderhorst Mansion
Property Name

Kiawah Island, SC
Property Address

6. DETAILED DESCRIPTION OF REHABILITATION/PRESERVATION WORK—includes site work, new construction, alterations, etc. Complete blocks below.

NUMBER 1

Architectural feature: West/South Elevation

Approximate date of feature: 1802

Describe existing feature and its condition:

Windows are 90% missing. Few loose sash lying in house. Masonry base in good condition. Deteriorated siding.

Photo no. 1 Drawing no.

Describe work and impact on existing feature:

Reconstruct piazza based on historic photograph and physical evidence. Deteriorated wood siding and trim to be repaired/replaced to match original. Windows to be reconstructed based on historic photographs and physical evidence. Masonry to be repointed to match existing where deteriorated.

NUMBER 2

Architectural feature: East Elevation

Approximate date of feature: 1802

Describe existing feature and its condition:

All windows are missing. Deteriorated siding.

Photo no. 2 Drawing no.

Describe work and impact on existing feature:

Deteriorated wood siding and trim to be repaired/replaced to match original. Windows to be reconstructed to match originals based on historic photographs and physical evidence. Masonry to be repointed to match existing where deteriorated.

NUMBER 3

Architectural feature: North/West Elevation

Approximate date of feature: 1802

Describe existing feature and its condition:

All existing windows missing. Deteriorated wood siding and trim. Porch handrail and steps missing.

Photo no. 3 Drawing no.

Describe work and impact on existing feature:

Deteriorated wood siding and trim to be repaired/replaced to match original. Windows to be reconstructed to match originals based on historic photographs and physical evidence. Steps and handrails to be reconstructed based on historic photographs and physical evidence. Columns to be repaired.

NUMBER 4

Architectural feature: Piazza Entrance S. Elevation

Approximate date of feature: 1802

Describe existing feature and its condition:

Door, sidelites and arched transom window are missing. Piazza missing.

Photo no. 5 Drawing no.

Describe work and impact on existing feature:

Door, sidelite and transom window and piazza to be reconstructed based on historic photographs and physical evidence.

BK J 248PG483

HISTORIC PRESERVATION CERTIFICATION APPLICATION— PART 2

NPS Office Use Only

Project Number:

Vanderhorst Mansion
Property Name

Kiawah Island, SC
Property Address

NUMBER 5

Architectural feature: Ground Floor-Room #G09

Approximate date of feature: 1802/1872

Describe existing feature and its condition:

Fireplace mantle is missing. Deteriorated plaster. Doors and windows are missing. Deteriorated wainscot. Wood flooring is missing.

Photo no. 6 Drawing no. ____

Describe work and impact on existing feature:

Existing salvaged wood flooring to be reused wherever possible. New wood floors to match existing. Repair/replace wainscoting to match existing. Repair existing moulding. Reconstruct existing fireplace based on physical evidence.

NUMBER 6

Architectural feature: Ground Floor Room #G09

Approximate date of feature: 1802/1872

Describe existing feature and its condition:

Existing doors and windows missing. Salvaged flooring. Missing wainscoting. Deteriorated lath and plaster.

Photo no. 7 Drawing no. ____

Describe work and impact on existing feature:

Reconstruct doors and windows based on historic photographs and physical evidence. Repair/replace wainscoting to match existing. Existing salvaged wood floors to be reused where possible. New wood floors to match existing. Repair existing moulding.

NUMBER 7

Architectural feature: Ground Floor Stair

Approximate date of feature: 1802/1872

Describe existing feature and its condition:

Wood flooring missing. Rail and balusters are missing. Stair trim is missing.

Photo no. 8 Drawing no. ____

Describe work and impact on existing feature:

Repair existing floors using existing salvaged wood floors and new wood flooring to match existing. Reconstruct rail and balusters based on physical evidence. Repair wood stairs as required. Repair wainscoting to match existing.

NUMBER 8

Architectural feature: First Floor Piazza Entrance Door

Approximate date of feature: 1802/1872

Describe existing feature and its condition:

Doors, sidelites and transom are missing.

Photo no. 9 Drawing no. ____

Describe work and impact on existing feature:

Reconstruct door, sidelites, arched transom and trim based on historic photographs and physical evidence.

BK J 248PG484

HISTORIC PRESERVATION
CERTIFICATION APPLICATION—
PART 2

NPS Office Use Only
Project Number:

Vanderhorst Mansion
Property Name

Kiawah Island, SC
Property Address

NUMBER 9
Architectural feature: Main Stair
Approximate date of feature: 1802/1872

Describe existing feature and its condition:
Rail, balusters and some trim missing. Doors are missing. Deteriorated lath and plaster.

Photo no. 10,15 Drawing no.

Describe work and impact on existing feature:
Rail, balusters and trim to be reconstructed based on physical evidence and comparable period balustrade at the 1803 Joseph Manigault House in Charleston.

NUMBER 10
Architectural feature: Interior Walls
Approximate date of feature: 1802/1872

Describe existing feature and its condition:
Existing wainscot. Doors and windows are missing. Deteriorated lath and plaster.

Photo no. 11,13,14,16 Drawing no.

Describe work and impact on existing feature:
Doors and windows to be reconstructed based on physical evidence. Moulding to be repaired or replaced to match existing.

NUMBER 11
Architectural feature: Fireplace Elevation
Approximate date of feature: 1802

Describe existing feature and its condition:
Deteriorated firebox. Deteriorated lath and plaster.

Photo no. 12 Drawing no.

Describe work and impact on existing feature:
Masonry in existing fire box to be repaired and repointed. Mantle to be repaired and retained.

NUMBER 12
Architectural feature: Interior-3rd Floor
Approximate date of feature: 1802/1872

Describe existing feature and its condition:
Roof structure. Windows missing. Lath and plaster missing or deteriorated.

Photo no. 17,18 Drawing no.

Describe work and impact on existing feature:
Windows to be reconstructed based on historic photographs and physical evidence.

BK J 248PG485

HISTORIC PRESERVATION CERTIFICATION APPLICATION— PART 2

NPS Office Use Only

Project Number:

Vanderhorst Mansion
Property Name

Kiawah Island, SC
Property Address

NUMBER 13

Architectural feature Wood Siding

Approximate date of feature 1802/1872/1905/1986

Describe existing feature and its condition:

Existing siding deteriorated and weathered.

Photo no 1,3,3,4,5 Drawing no. —

Describe work and impact on existing feature:

Repair/replace deteriorated siding to match existing. Recondition wood with boiled linseed oil/turpentine mixture prior to painting.

NUMBER 14

Architectural feature Masonry

Approximate date of feature 1802

Describe existing feature and its condition:

Existing masonry in good condition. Previous repairs made in 1970's.

Photo no. 1,2,3,4 Drawing no. —

Describe work and impact on existing feature:

Deteriorated and missing mortar joints to be repointed using lime mortar in accordance with Preservation Brief #2.

NUMBER 15

Architectural feature Roof

Approximate date of feature 1989

Describe existing feature and its condition:

Existing prefabricated metal roof.

Photo no. 13 Drawing no. —

Describe work and impact on existing feature:

Existing roof to be replaced with new standing seam metal roof.

NUMBER 16

Architectural feature Woodwork

Approximate date of feature 1802/1872

Describe existing feature and its condition:

Woodwork dating from two periods in good condition.

Photo no. 6-18 Drawing no. —

Describe work and impact on existing feature:

Woodwork to be repaired and retained. Missing woodwork to be replaced to match existing.

BK J 248PG486

HISTORIC PRESERVATION CERTIFICATION APPLICATION— PART 2

NPS Office Use Only

Project Number:

Vanderhorst Mansion
Property Name

Kiawah Island, SC
Property Address

NUMBER	Architectural feature	Approximate date of feature	Describe existing feature and its condition:	Describe work and impact on existing feature:
17	Wood Floors	1802/1872	Wood floors in good condition.	Wood floors to be repaired and refinished.
Photo no. 9-18 Drawing no.				
18	Doors	1802/1872	Few original doors remain.	Existing doors to be repaired and retained. New doors to be fabricated to match existing.
Photo no. 6,7,9-11 Drawing no.				
19	Plaster	1802/1872	Existing plaster in poor condition.	Plaster to be removed and replaced with gypsum board furred out to maintain proper reveal at door and window casings.
Photo no. 6-18 Drawing no.				
20	Windows	1802/1872	Few original windows remain. Those remaining have been removed from the openings and are laying loose inside the house in fair to poor condition.	New windows to match original appearance.
Photo no. 1-18 Drawing no.				

EXHIBIT 18.1
TO THE DEVELOPMENT AGREEMENT

OPERATING STANDARDS MANUAL

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.

MAY 1994

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INTRODUCTION

The Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. and the By-Laws of Kiawah Island Community Association, Inc. (hereinafter "Covenants") define the obligations of the Kiawah Island Community Association, Inc. ("Association"). Certain Articles of the Covenants specifically address and govern the Association's responsibilities to its Members. All such rights and directions are incorporated herein.

In general terms, the Covenants provide protection to the interests of Members and the value of their investments in real property by insuring that the Common Property, infrastructure and facilities of the Association are properly maintained.

The Covenants also either obligate or authorize the Association, through its Board of Directors, to provide certain services to its Members, such as Security and maintenance of Common Properties and other assets of the Association.

It is the intent of this Operating Standards Manual to clearly delineate the existing standards, and to provide for implementing future standards, based on current and past practice, so as to guide the daily activities of the Association operations, and to insure continuation of Kiawah Island's standards. Stated another way, it is a goal of these standards to prevent the slow deterioration of Common Properties, as is sometimes allowed to happen in other planned residential and/or resort communities.

Through the implementation of the Development Agreement between Kiawah Resort Associates, L.P. ("KRA, L.P.") and the Town of Kiawah Island (the "Town"), which provides for application of this "Operating Standards Manual," certain obligations and restrictions are defined. So long as observed by the Type A Directors, KRA, L.P. is obligated to abide by the voting requirements and dispute resolution procedures contained more fully in the Development Agreement.

The general and administrative standards in the "Operating Standards Manual" have been used to operate the Kiawah Island Community Association in past years. Resources, manpower and funds contained in the operations budget have been adequate to meet these standards in the past, except that such have been inadequate to fund major capital reserves.

If a matter is not addressed in the "Operating Standards Manual," then the board of the Association may make decisions related thereto in the manner specified in the Development Agreement. Neither this "Operating Standards Manual" nor the Development Agreement abrogates the right, power, or discretion of the Association's board to govern the Association.

I. GENERAL & ADMINISTRATIVE

Section 1 LEGAL AUTHORITY OF ASSOCIATION

1.1 **Legal and Implementing Documents Creating and Governing the Association.** The legal authority of the Association and implementing Resolutions are derived from various sources:

1.1.a Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., as amended.

1.1.b By-Laws of Kiawah Island Community Association, Inc., as amended.

1.1.c Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island, as amended.

1.1.d Handbook of Frequently Encountered Rules and Regulations of the Kiawah Island Community Association, Inc., as amended (duly adopted by the Board of Directors).

1.1.e Articles of Incorporation filed with the State of South Carolina

1.1.f Appropriate Resolutions duly adopted by the Board of Directors.

1.2 **Interpretation of Legal Documents.** The Board of Directors of the Association has the primary authority to interpret legal documents using prudent business judgment. The general rule for interpretation is that legal documents for the Association should be reasonable.

1.3 **Enforcement.** One of the primary powers of the Association is to enforce the legal documents, as interpreted by its Board of Directors, which govern the Association, and which are the primary source of its authority. This task is accomplished by the Association through its Board of Directors.

1.4 **Amending Documents.** The authority to amend documents is contained in the documents themselves. There are certain restrictions to the amendment process which must be adhered to.

1.5 **Standard of Reasonableness.** Associations are quasi-government, with duties and powers similar in some respects to the duties and powers of local municipalities. The legal requirements and standards of conduct which the courts apply to the actions of a governmental entity are not the same as the tests that are applied to the actions taken by a property owners association. Rather, the courts in South Carolina apply a standard of reasonableness to the actions that are taken by an association.

This Association, like other property owner associations, is based on the fundamental principle that promotes the welfare of the majority of property owner members who are living in close proximity and using facilities in common. Each member gives up a certain degree of freedom of choice which he might otherwise enjoy in separate,

privately-owned property. Conversely, the actions taken by the Association in carrying out its duties must be reasonably related to the basic purposes of the Association of promoting the welfare of the Members.

Section 2 DUTIES OF ASSOCIATION

2.1 **Duties of Association.** The duties of the Association are set forth primarily in the basic documents in Section 1.1, including the Declaration, Articles and By-laws (known herein as the "Covenants"). They are also set forth in various federal, state and local ordinances and statutes. Duties assumed by the Association cover a broad spectrum of activities, including maintenance of all Common Properties, establishing financial policies and procedures, enforcing the Covenants and other rules, establishing rules and regulations, selecting consultants, employing managers, contractors and employees, appointing committees, enforcing the rights of the Association and its Members, and prosecuting and defending legal actions.

2.2 **Management of Association.** Current management is provided by in-house employees consisting of an administrator, an administrative assistant, a controller and a receptionist. Staffing should be reasonably increased to support island expansion. These requirements may be fulfilled by either independent contractors, or in-house staffing, and prudent to maintain the levels of service objectives.

2.3. **Operating Objectives.**

2.3.a Provide adequate staffing and facilities to accomplish, in an efficient and timely manner, the operation of the Association.

2.3.b Continue the current level of high quality, reliable services provided to Kiawah Island property owner Members.

2.3.c Remain independent of, and operate in a spirit of cooperation and professionalism with, other entities on Kiawah Island.

2.3.d Continuance of in-house personnel management of daily activities of the Association and its employees, utilizing other persons and firms on an "as needed" basis.

2.4 **Standards**

2.4.a Employee benefits shall remain at current levels absent changes by the Board.

2.4.b Association employees shall receive fair treatment. Reasonable, competitive wages and benefits will be maintained and reviewed each year.

2.4.c Staff employees will receive direction only from the Administrator. Board and committee members shall not directly supervise employees.

2.4.d Within the policies established by the Board, the Administrator shall have the authority to make all decisions necessary for the daily operations of the Association, including the authority to hire and fire employees.

2.4.e Replacement funds for vehicles and equipment shall be consistent with current Depreciation Replacement Schedules, or as deemed reasonably necessary and recommended by the Administrator, which must be approved by the Board. Exhibit 1

2.4.f Legal services shall be provided by Wise & Cole, P.A. (G. Trenholm Walker, Esq., D. Carlyle Rogers, Jr., Esq. and/or associates), and/or Thomas G. Buist, Esq. Exceptions and time limits shall be as defined on the attached exhibit. Exhibit 3

2.4.g All documents and records of the Association shall be maintained by the Administrative Staff at the Association office, and made accessible to the Members of the Association during normal working hours.

2.4.h Any plans for improvements or additions to real property and/or any structure thereon, owned or leased by the Association, will be submitted to the Architectural Review Board ("ARB") for its approval prior to the commencement of any work.

2.4.i The term "functionally complete", as used in the Covenants, shall be defined:

- As it relates to roads, road rights-of-way and drainage systems, "functionally complete" shall be defined as that time when the Town Council has approved the final plat depicting the roads, road rights-of-way and drainage systems. The "Company" (under the Covenants), as always in the past, may add landscaping (in such design and quantity as it deems appropriate) before conveyance of the road to the Association, or after, provided KRA responsibility for further landscaping is noted on final plat. The Association shall have responsibility for maintaining a particular item of roadway landscaping only after the Company has finally completed that particular item of landscaping.

- Conveyance of Common Properties to the Association shall be in accordance with Board Resolution P-92-3. Exhibit 2

2.4.j Community Events - The Association's Administrator and Director of Security shall cooperate with the property owners and consult with the Town of Kiawah Island as to lands under its jurisdiction in the coordination of security required for private and/or public events scheduled to be held on Kiawah Island.

If security requirements are over and above those normally provided, the Administrator may request reimbursement from the sponsor of the event for the direct costs incurred by the Association related to providing security officers for the event.

2.4.k The Association shall maintain a cooperative relationship with the Company, resort owner, rental agencies and other commercial entities on Kiawah Island relative to the marketing of events on Kiawah Island and access of participants to the Island.

2.4.l The Association recognizes that the commercial entities on Kiawah Island create an integral part of the member and guest experience on Kiawah, and it shall take no action that will unreasonably restrict access by patrons of these entities to the Island and/or discriminate against them.

2.4.m It shall be the responsibility of the Association's Administrator or his staff to correspond with members, guests and commercial entities on issues related to the Association, unless otherwise directed by the Board.

2.4.n All Association employees are employees "at will," and their employment may be terminated without cause. This Manual does not create (and should not be construed as constituting) terms of employment of any individual.

2.5 **Local Ordinances.** The Town of Kiawah Island has heretofore enacted certain ordinances which in some aspects may regulate the activities of the Association. The Association shall comply with all lawful and constitutional ordinances.

2.6 **Public Funds.** The Association's Board of Directors shall oppose by all lawful means, any expenditure of public funds behind the security gates if such expenditures could, in the opinion of the Board on the advice of Association's legal counsel, jeopardize the Island's access policy.

2.7 **Consultants.** The Association will utilize the services of consultants as required, including but not limited to attorneys, CPA's, engineers and marketing and public relations professionals.

Section 3 LEGAL DOCUMENTS/STRUCTURE

3.1 **Basic Legal Documents.** The legal authority governing the organizational structure of the Association is contained in the documents listed in Section 1.1.

3.2 **Members.** As specified in the Covenants and By-Laws, Membership is mandatory and is appurtenant to the ownership of property on Kiawah Island. The classes of Membership and the rights of Members are set forth in the Covenants.

3.3 **Directors.** The Association is managed through a Board of Directors whose appointments/elections are determined by the Covenants.

3.4 **Management.** The daily management of the Association is through a full-time staff as defined in Section 2.2.

3.5 **Committees.** Committees of the Association are advisory in nature, and are comprised in part, of member volunteers. Each committee shall have two co-liaisons - one a Type A Director and one a Company Director. Each co-liaison shall have the right to select one-half of the members of the committee. The charter of each committee is provided by the Board of Directors, and may change from time to time in the discretion of the Board. This policy will remain in effect until April 1, 2001. Thereafter, the Company Director co-liason shall have the right to select one member of each Committee.

Section 4 RULES FOR BOARD MEETINGS

4.1 **Robert's Rules of Order.** Board meetings and committee meetings shall be conducted in accordance with Robert's Rules of Order for Small Assemblies.

4.2 **Resolutions.** Major action or policy decisions of the Board, where important business decisions must be recorded in writing, and matters for future reference, shall be made in the form of a Board Resolution. Minor decisions are made in the form of a motion and duly recorded in the Board Minutes. A "Book of Resolutions" shall be maintained by the Administrative Staff. The Association's President and Secretary shall sign all duly approved Resolutions.

4.3 **Voting.** All Board members shall have one vote. Mail ballots may be taken as necessary and the results reported at the next regular Board meeting. Upon "initial transition," KRA, L.P., pursuant to the Development Agreement, has except for certain issues (i.e., other than the expenditure of reserve funds, infrastructure maintenance, and landscaping of Common Property), agreed to refrain from voting its current majority vote so long as the dispute resolution provisions of the Development Agreement are observed by the Type A Directors. Provided, that as to the Major Repair and Replacement Fund, KRA, L.P. shall have equal votes with the Type A Directors (e.g., three to three), and as to infrastructure maintenance and landscaping issues, KRA, L.P. will retain its current majority vote.

4.4 **Minutes.** Minutes of Board meetings shall be prepared in accordance with Exhibit 4 and maintained as a permanent record along with the actual tape recordings of such meeting. Minutes are periodically copied to microfiche, which is stored in a safe deposit box. Duplicate copies of the tapes are provided to Board members at their request. Copies of approved Minutes are distributed to all Board Members, and are available to Property Owners for review during normal business hours. The Minutes Guidelines may be amended at any time by a majority vote of the Board. Exhibit 4

4.5 **Frequency of Meetings.** The Board shall meet approximately every six (6) weeks.

Section 5 ASSOCIATION RECORDS

5.1 **Records to Keep.** The following records will be routinely maintained:

a. Books and records of accounts.
b. Transcripts of annual meetings.
c. Minutes of Board meetings.
d. Book of Policies and Resolutions.
e. Annual budget.
f. Annual balance sheet.
g. Quarterly and Annual financial reports.
h. Statement of Association's policies and standards in enforcing remedies for defaults in payment of assessments or violation of Covenants, rules and regulations.
i. Annual federal and state tax returns or information returns.
j. Copies of insurance policies.
k. Copy of an inventory of personal property owned by the Association.
l. Copies of contracts entered into by the Association.
m. Duplicate originals of leases entered into by the Association and originals of deeds granting easements or interests in real property to the Association.
n. Official permits relating to Association facilities and improvements.
o. Complete Membership roster.
p. List of unsold units/lots held by Developer.
q. Warranties covering Association property, equipment, appliances and improvements.
r. Personnel records.
s. Originals or copies of agreements with the Town of Kiawah Island.
t. Committee Reports, unless specifically included in the Board Minutes.

5.2 **Annual Meeting.** The annual meeting of the Members shall be held within the first three calendar months of each year, for the purpose of electing directors and in accordance with the Covenants for the transaction of such other business as may come before the meeting. The minutes shall be a verbatim transcript recorded and prepared by a certified court reporter. A summary of the annual meeting may be distributed to the Members. Transcripts shall be maintained as a permanent record by the Administrative Staff. Robert's Rules of Order shall apply.

5.3 **Membership Roster.** A complete and current Membership roster shall be maintained at all times by the Administrative staff. Such roster may not be duplicated without approval of the Board, in accordance with existing Board resolutions.

5.4 **Resolutions, Record of.** An indexed Book of Resolutions shall be maintained by the Administrative Staff, and shall be available for review by Members during normal business hours. Copies of all approved Resolutions are distributed to Board members.

5.5 **Corporate Seal.** The Corporate Seal shall be maintained under the authority and supervision of the Secretary of the Association.

5.6 **Logo.** Use of the "Kiawah Island" registered Logo shall be only with written permission of the owner thereof.

Section 6 FINANCIAL MANAGEMENT

6.1 **Budget Development and Adoption.** The annual operating budget shall be prepared by the Administrative Staff and presented to the Board for review at a regular Board meeting in September or October annually, and/or as directed by the Board. The final budget shall be approved by the Board on or before a regular meeting in December.

6.1.a Future operating budgets shall be approved based upon need for administrative operations, maintenance, repair, and security operations, to maintain existing high quality and meet the standards herein consistent with the availability of funds. Future budgets shall be broken down in the percentages shown on Exhibit 13.a. In any given budget year the Company-appointed directors shall have the discretion to allocate and budget method for 41.2% of the operating funds for landscaping, general maintenance, and lake management, and the Type A directors shall have the discretion to allocate and budget for 58.8% of the operating funds for general and administrative, and security. In each year, the amounts budgeted and spent by the Board pursuant to this percentage budget allocation shall be sufficient to sustain the high quality of maintenance and services heretofore, and to meet the standards set forth herein. The Board shall use its best efforts to add a minimum of $100,000 per year to the Major Repair and Replacement Fund, to be moved to said fund from the operating budget at the beginning of the fiscal year. The Major Repair and Replacement Fund shall be used for capitalized improvements as defined by G.A.A.P. and described in Exhibit 13. Exhibits 13, 13a

6.2. **Annual Assessments.** Shall be adjusted as delineated in the Association's Covenants to maintain existing high quality and meet the standards set forth herein.

6.3 **Reserves.** A Reserve Program shall be adopted by the Board addressing the future needs for infrastructure repair and replacement, and shall include revenue sources, anticipated expenses and planning for a period of 20 years. Reserve Fund requirements were calculated based upon a professional engineer's estimates of replacement cost and remaining useful life of deteriorating capital components. A Reserve Study was performed by the consulting firm of Reserve Data Analysis, Inc., of Westminster, California. This Reserve Study will be utilized as the "Reserve Study Program" in scheduling and programming future repairs and replacements. The budgeting procedure for projecting expenses on a two-year basis adopted by the Board of Directors will continue.

6.4 **Financial Procedures/Management.** Current Policy Resolution P-94-2 shall continue to define standards. Exhibit 14

6.5 **Investing Association Funds.** Association funds shall be invested in federally insured investments as defined in current policies.

6.6 **Collection Methods.** Shall be conducted in accordance with existing Board Resolutions, guided by legal counsel recommendations on a case-by-case basis.

Section 7 **INSURANCE.** The scope and limits of insurance coverage shall be reviewed annually to assure that they are adequate. The Board shall increase the scope of coverages and limits of coverage, when necessary, to provide for changed circumstances, appreciations in value, greater risks, and loss in dollar value. To the extent available and subject to reasonable deductibles, current coverage shall be maintained at the following minimum levels:

7.1 **Property Insurance.** Coverage is based on replacement costs for all insured real and personal property, and is an "All Risk" policy including wind, hail and earthquake, if available. Flood insurance is excluded and is written separately. Policy includes $1,000,000 debris removal.

7.2 **Liability Insurance.** General Aggregate Coverage is $2,000,000. Per Occurrence is $1,000,000. A separate policy is written for the Security operations, which maintains the same coverage.

7.3 **Flood Insurance.** Coverage will be maintained.

7.4 **Workers' Compensation.** Coverage will be maintained as prescribed by state law.

7.5 **Automobile Insurance.** Combined Bodily Injury and Property Damage:

Per Accident	$1,000,000
Personal Injury Protection	50,000

Policy also provides for both hired and non-owned auto liability.

7.6 **Directors' and Officers' Insurance.** Coverage (each loss and policy year) - $1,000,000.

7.7 **Umbrella Coverage.** Coverage for liability in excess of that provided by underlying policies.

Per Occurrence and Annual Aggregate $10,000,000

Retained Limit - Coverage for losses not covered by primary general liability require a $4,000 deductible.

7.8 **Inland Marine.** Replacement cost coverage for KICA equipment and the Kiawah Island bridge will be maintained.

7.9 **Commercial Crime.**

Employee Dishonesty	$250,000 per loss
Forgery or Alteration	100,000
Theft	10,000

Section 8 **TAXES AND AUDITS**

8.1 **Real Property Taxes.** The Association shall pay all lawful governmental taxes on roadways, buildings, vehicles and personal property owned by the Association.

8.2 **Tax Returns.** The Association can elect to be taxed either as a homeowners association (HOA), using a flat rate or a regular corporation, depending on current rates and the amount of taxable income.

8.3 **Audits.** Annual audits are conducted by a certified public accountant as outlined by the American Institute of CPA's FASB standards for Common Interest Realty Associations.

Section 9 ENFORCEMENT OF RESTRICTIONS

9.1 **Authority to Enforce Restrictions.** Authority is granted to the Board of Directors under the Covenants. The Board may delegate certain responsibilities to the Administrative Staff, the Security Department or legal counsel.

9.2 **Rhetts Bluff Landing.** The Association is currently licensed to operate the Rhetts Bluff Boat Landing. Under Section 15(a) of the Development Agreement, KRA, L.P. will deed this property to the Association subject to certain use and access rights.

9.3 **Standards.** Association shall continue to regulate use and access, even after receiving title to the Rhetts Bluff Landing, by continuing the current practice of having a locked gate and requiring members/users to obtain a key and pay an annual fee not to exceed Twenty-Five ($25.00) Dollars beginning no later than September 1, 1994. The access fee shall not exceed Twenty-Five ($25.00) Dollars from September 1, 1994 until September 1, 1996. Thereafter, the Board may increase the access fee under the weighted vote method, provided it has been demonstrated that the expenses during the prior twelve months (i.e., September 1 through September 1) exceed the revenues during the same period. The Board may set a boat launching fee at any time under the weighted vote method.

II. MAINTENANCE

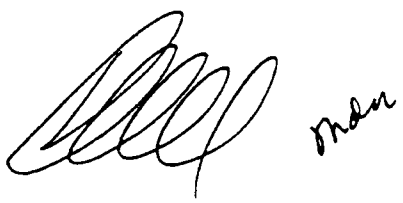
Section 10 LANDSCAPING

10.1 **Management/Staffing.** Current policy provides for an "in-house" operation consisting of one supervisor, one office clerk, two foremen and 10 full-time and four seasonal workers. Staffing shall be adjusted as needed to carry out operating objectives and standards within budgetary constraints.

10.2 **Operating Objectives.**

10.2.a To insure that all existing and future landscape beds containing annuals, perennials, shrubs and trees are well maintained and continue to enhance the beauty of Association properties.

10.2.b Areas conveyed and/or leased to the Association shall be maintained at a level at least equal to the original design and construction when conveyed or leased to the Association.



10.2.c All formal beds, planted areas, trees and shrubs shall be maintained to the standard currently enjoyed by Kiawah property owners. Beds shall be clean and neat in appearance. Flowers, shrubs, etc. will be replaced on an "as needed" basis to insure a healthy, quality appearance at all times.

10.2.d All future Common Properties and Restricted Common Properties acquired, leased or maintained by the Association, including but not limited to planted areas, formal beds, roadways, parks, leisure trails, fishing piers, signage and crabbing docks, shall be maintained in a manner consistent with the existing maintenance of similar Common Properties, and to the same quality level.

10.2.e The department will continue to operate with in-house personnel.

10.2.f The practice of hiring only experienced and qualified workers will continue.

10.3 Standards.

10.3.a Additional full-time landscape employees shall be added to the crew as required, consistent with overall budget limitations.

10.3.b Vehicles and equipment shall be replaced according to the "Depreciation Schedules", or as deemed reasonably necessary and recommended by the Administrator, which must be approved by the Board. Equipment purchased shall be funded from the General Fund.

Exhibit 1

10.3.c Continuous color/bloom will be maintained throughout the year, in key annual and perennial beds along the Parkway, Governor's Drive, and Ocean Course Drive, in front of the entrance to Ocean Course, and at the entrances to Rhetts Bluff, Rhett's Bluff Boat Landing, and Osprey Beach. The staff shall continually endeavor to be innovative and inventive in designing and planting all areas as in the past, and not repeat the same plants, flowers or designs every year.

10.3.d Rights-of-way and Common Properties shall be maintained free of all undesirable vines or unsightly undergrowth.

10.3.e Tree care and maintenance shall be ongoing and shall include a minimum of: Annual trimming, fertilization and mulching twice a year or more as necessary, and consultation with qualified arborists for identification of distressed important or "specimen" trees. Mulch shall be applied at a minimum of 4" each application.

10.3.f One native tree 10' to 15' in height shall be planted for each tree that is 5" diameter or greater that is lost on Association Street rights-of-way.

10.3.g Treatment for fire ants shall continue on an as-needed basis on Association Common Property. Chemicals shall be applied in accordance with labeling and applicable safety standards.

10.3.h The mowing standard will be to keep the grass and/or other ground vegetation in turf areas below 2" in height, whenever possible.

10.3.i Damage to turf, landscaping or natural areas will be restored as soon as possible, and other weak areas are to be addressed annually in early spring, per specifications attached. Exhibit 5

10.3.j In formally landscaped areas, shrubbery shall be regularly replaced when it is evident that it is dying, damaged or has grown "out of scale" for the intended design.

10.3.k Irrigation water shall be added as necessary for growth and beauty of hard-to-grow areas, re-designed areas and other areas as needed.

10.4 **Minimum Maintenance Standards.**

10.4.a Shall include all planted areas containing turf, annual and perennial plants, ornamental shrubbery and other areas planted by design, including all right-of-ways and Common Properties.

10.4.b Minimum maintenance standards for maintaining all areas under the responsibility of the medians crew. Exhibit 6

10.4.c The size of annual/perennial beds shall be maintained in the size detailed in Exhibit 8. Exhibit 8

10.4.d Minimum maintenance standards shall be observed for all turf areas and other service pertaining to streets, right-of-ways, leisure trails, etc. as defined in exhibit 7, "Minimum Maintenance Standards - Turf Department". Exhibit 7

10.4.e Specifications for turf restoration/road shoulders shall be in accordance with exhibit 5, "Specifications - Turf Restoration/Road Shoulders". Exhibit 5

10.4.f Preventive maintenance schedules applicable to vehicles and equipment shall be performed in accordance with exhibit 9, "Preventive Maintenance Schedules". Exhibit 9

Section 11 LAKES/MOSQUITO ABATEMENT

11.1 **Management/Staffing.** The current staff consists of one supervisor/manager and one assistant. Both employees are degreed biologists with field experience. Staffing shall be increased within budgetary limitations as needed to provide the same level of effectiveness and staff cohesion/work load as currently exists.

11.2 **Operating Objectives.**

11.2.a To continue with an environmentally sensitive lake management and mosquito abatement program, with emphasis on the restraint and reduction of chemical use in favor of biological control.

11.2.b To continue with in-house personnel managing the program efficiently.

11.2.c Maintain the lakes/lagoons so they are an asset to the quality of life on Kiawah Island and an aesthetically pleasing environment.

11.2.d To provide "emergency management" of the entire drainage system in the event of disasters such as hurricanes, other severe storms, flooding and destruction of flood control structures.

11.3 **Standards.**

11.3.a Any lakes, lagoons or bodies of water acquired, leased or maintained in the future by the Association shall be maintained in accordance with these standards.

11.3.b Lake water quality is to be maintained with a minimum buildup of algae and undesirable aquatic weeds. Undesirable growth will not be allowed to cover over 5% of surface area of any one lake, pond or lagoon.

11.3.c Provide a mosquito abatement program with minimal complaints.

11.3.d Maintain control over run off into the lake systems which might affect the water quality.

11.3.e Continue current water quality monitoring program.

11.3.f Continue chemical control program for undesirable aquatic plants as necessary.

11.3.g Continue the fishery management and enhancement program.

11.3.h Continue the development of waterfowl habitat.

11.3.i Continue littoral zone development and beautification along lakes and lagoons.

11.3.j Provide routine services as detailed in the "Lakes - Minimum Maintenance Standards". Exhibit 10

Section 12 GENERAL MAINTENANCE

12.1 **Management/Staffing.** The General Maintenance Department is currently staffed by one foreman, one helper and one seasonal helper. Staffing shall be increased when necessary to maintain the same level of effectiveness, reliability and timely response as currently exists. The primary function of this department is routine repair and maintenance, including painting, sign repair, general repair and maintenance to office buildings, shop facilities, accent lighting and so forth. Major repair items are generally contracted out to third parties.

12.2 **Operating Objectives.**

12.2.a All buildings, structures, signage and infrastructure shall be adequately maintained to prevent deterioration, and to present an aesthetically high quality appearance at all times.

12.2.b Maintenance personnel will not be redirected or deployed to major renovation projects by the Administrator to the detriment or delay of routine maintenance responsibilities except for emergencies.

12.3 **Standards.**

12.3.a Painting (Minimum Standards)

- All exterior changes, modifications and color changes shall be approved by the ARB.
- All signage shall be constructed, placed and maintained in accordance with the Kiawah Island Graphics Standards.
- All items listed, and any others not shown, shall be repainted as necessary, except where time frames are shown in parentheses.

- Office Trailers
- Security Gates (2-3) years
- Signage (3) years
- Overpass railings
- Bridge railings
- Shop buildings
- Miscellaneous other items in public view
- Mailboxes (3) years
- Roadway striping
- Crab docks
- Observation towers as appropriate
- Safety markings on roads & leisure trails

Note: Any unusual or unattractive deteriorations shall be promptly addressed, and will be touched-up or repainted as and when needed.

12.3.b Storm Drainage Structures

- Storm drainage control structures, such as sluice gates, flap gates, flashboard risers, shall be inspected annually, replaced and repaired as necessary. Preventive maintenance shall include removal, cleaning and repainting each three years. Major repairs and replacements shall be funded from the Major Repair and Replacement Fund.

- Storm Water Management Plans. Certain properties maintained by or conveyed to the Association may be subject to state and federal regulations. The Association shall assume all monitoring and other storm water management responsibilities upon commencement of maintenance or conveyance of such properties, whichever occurs first.

12.3.c Preventive Maintenance and Repair Programs

A "Preventive Maintenance Program" shall be implemented to provide scheduled inspections of infrastructure, including above-ground structures such as buildings, bridges, observation towers, storm drainage structures, docks, ramps, roads and leisure trails, to include:

- Scheduled inspections of all infrastructure, noting condition, needed repairs and planned future repairs (example). Exhibit 11

- Specifications for repairs, such as street patching, shall be developed (example enclosed) Exhibit 12

- Classification of category of repairs to be accomplished through funding from maintenance budget versus Reserve Fund. Exhibit 13

- Repair work orders shall be generated from inspection reports.

12.3.d All future Common Properties, Restricted Common Properties, and Purchased Common Properties acquired, leased or maintained by the Association, including but not limited to planted areas, formal beds, roadways, parks, leisure trails, fishing piers, signage and crabbing docks, shall be maintained in a manner consistent with the existing maintenance of similar Common Properties, and to the same quality level.

12.4 **Major Repairs & Replacement.** To include all infrastructure, assets and Common Properties owned and/or leased by the Association.

12.4.a Replacement items which require Reserve funding shall be accomplished in accordance with guidelines developed by the Reserve Committee and as approved by the Board of Directors. Budget to be submitted on a two year basis and reviewed annually.

III. SECURITY OPERATIONS

Section 13 MANAGEMENT/STAFFING

13.1 The Security Department currently operates with an administrative staff of five, three shift supervisors, and security officers totalling 26 in-season and 21 off-season. All are full-time employees of the Association. Additionally, the Charleston County Sheriff's Office contracts to furnish Deputy Sheriffs to provide law enforcement functions and patrols. Within budgetary limitations staffing should be increased to support island expansion. The staffing level shall be maintained so as to meet the Island's current and future needs as well as the standards set forth herein.

13.2 **Operating Objectives**

13.2.a To maintain vigilant, professional, prompt and courteous access control for privacy and the 24-hour protection of Kiawah Island property owners, guests and their property.

13.2.b To act as a deterrent to crime on the Island, and be prepared (in terms of strategies, deployment, education, equipment and manpower) at all times to fulfill Association Operating Objectives.

13.2.c To continue with sufficient, trained, in-house employees.

13.2.d To continue to contract with the Sheriff's Office for service as needed.

13.2.e To continue to administer the commercial vehicle access fee program and any other future fee or access restrictions.

13.2.f Association safety matters will be the responsibility of the Security Department. The Association's Administrator and Director of Security shall cooperate with the property owners and consult with the Town of Kiawah Island as to lands under its jurisdiction in the coordination of security required for private and/or public events scheduled to be held on Kiawah Island.

13.2.g To operate the Security gates in a manner that recognizes, upon reasonable identification, the rights of commercial visitors (e.g., to the Inn, golf courses, StrawMarket), general visitors, renters, property owner guests and KRA, LP guests and VIP's, to be granted access and/or decals on the same basis and terms as is current practice.

13.2.h To represent the administration after hours, handle administrative and informational requests, take messages, respond to complaints and forward requests for emergency assistance to proper authority.

13.3 **Standards.**

13.3.a Both security gates will be adequately staffed to accomplish access and egress objectives and shall be manned 24-hours daily.

13.3.b The Association Security Department shall remain in charge of all security matters on or involving Association Common Property.

13.3.c Patrols will be provided sufficient manpower, vehicles, and other equipment in the Security Department's professional opinion to patrol the entire island on continuous 24-hour, seven day a week basis.

13.3.d During contractor work days or hours, one patrol will be dedicated to contractor compliance with the commercial vehicle access policy.

13.3.e KRA, L.P., its successors and assigns, as the "Company" under the Covenants, shall continue to have the right, to access to all areas and Common Property on the island through the issuance of window decals or passes.

13.3.f Control of appropriate security and safety operations, as well as coordination/liaison with federal, state and local law enforcement and public agencies will be the sole responsibility of the Director of Security or his designee.

13.3.g All process servers, duly licensed private investigators and constables will continue to be required to check in with Security before being allowed on the island.

13.3.h Reporting on Security Department matters will be made by the Administrator or Director of Security to the Board of Directors and the Town as appropriate.

13.3.i The Security Department will continue its policy of strict protection of the private roads and other Common Property, and take all necessary steps to maintain the privacy and take appropriate steps to maintain the security of the Island, its infrastructure and its property owners.

IV. **PROPERTY OWNERS' POOL**

Section 14 **PROPERTY OWNERS' POOL.** The Property Owners' Pool and recreation area shall be self-supporting through annual amenity assessment and user fees. Management shall include administrative expenses, operating expenses and maintenance services.

V. **REGIME/HOMEOWNER ASSOCIATIONS**

Section 15 **REGIME/HOMEOWNER ASSOCIATIONS.** Certain streets conveyed to the Association are within the boundaries of Regime and Homeowner Associations (HOA). In such instances, the Association's responsibility for repair and maintenance shall be limited to the street, from the outside of the curb in. Landscape responsibility shall be the Regime's/HOA's.

Section 16 **INTERPRETATION.** In the event of a conflict between the terms of this Operating Standards Manual and the Development Agreement, the provisions in the Development Agreement shall control.

VI.

Section 1 **DISPUTE RESOLUTION.** An alleged violation of the Standards Manual shall be determined by binding arbitration in accord with the terms of Paragraph 18 (iv) of the Development Agreement, upon the vote (non-weighted) of three concurring directors who assert a violation of the Standards Manual, except that the arbitration shall be triggered by the vote (non-weighted) of two concurring directors who assert a violation if:

(1) the alleged violation involves a dispute over the interpretation of a provision of the Standards Manual that has a material effect (i.e. more than 5% of the funds budgeted for that line item) on the expenditure of the Association's funds;

(2) the two directors who contend that a violation has occurred express in writing their interpretation and the basis for contending there has been an alleged violation and submit it to the Board;

(3) the Board has voted against the interpretation advanced by the two directors and found that there is no violation; and

(4) ~~Legal counsel for either HCA or the Town~~ Dennis J. Rhoad, Esq. or G. Trenholm Walker, Esq. determine the interpretation is meritorious, not frivolous, and that the first three (3) requirements above have been met.

(5) Arbitration will be ended at any time as 2 of 3 Type A directors vote to withdraw any arbitration.

EXHIBIT INDEX

Topic	Exhibit #
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Vehicle and Equipment Replacement Schedule	1
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Legal Representation	3
"Minutes" Guidelines	4
Security Department:	
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Landscaping Department:	
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EXHIBIT 1

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.

VEHICLE AND DEPRECIATION SCHEDULE

ASSET TYPE	USEFUL LIFE (YEARS)
Water Testing Equipment	3
Edgers, Trimmers, Blowers, Small Mowers	3
Office Equipment/Furniture	3-5
Vehicles - Security	3
Vehicles - Landscape	4
Computers	5
Radios	5
Herbicide Pump	5
F935 Mowers	4-5
Tractors	5
Floor Lift	5
Bucket Lift	5
Club Cars	5
Fogger	7
Storage Container	10
Office Trailers	10

EXHIBIT 2

"TRANSFER OF ROADS AND FACILITIES"
RESOLUTION

Copy to be supplied

EXHIBIT 3

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.

LEGAL REPRESENTATION

A. During initial and interim transition, the firm of Wise and Cole, P.A., and specifically G. Trenholm Walker, Esq., as well as other partners in such firm will represent the Community Association on all legal matters unless:

(a) At least four (4) members of the Board agree there is a conflict of interest relating to the specific legal matter at issue as it relates to the interest of KRA, L.P., on the one hand, and the Community Association on the other.

(b) Wise and Cole, P.A. deems itself to have, for any reason in its discretion, a conflict of interest and wishes not to represent the Community Association as to that particular issue.

(c) In situations where KRA, L.P. or the then "Company" under the Covenants, determines to sell property to the Community Association and/or buy property from the Community Association.

(d) In such situations where, as with the Transition lawsuit, the KRA Directors have litigation against the other members of the Board or vice versa.

(e) In such situations as may arise where the "Company" is in litigation with the Community Association.

B. During initial and interim transition, Thomas G. Buist, Esq. will handle day-to-day real estate legal representation of the Community Association for purposes of title matters and other issues related to easements, deeds, etc.

C. In such situations as may arise where there is found to be, by at least a four (4) person majority of the Board, a conflict of interest, and either Wise and Cole, P.A. and/or Thomas G. Buist, Esq. can or will not serve as Counsel for the Community Association as delineated in Paragraphs (a) and (b) above. Then, in such event, the Association's Counsel shall be drawn from a list of area attorneys as dual majorities of the Type A Directors and the Company Directors may agree upon.

EXHIBIT 4

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.

MINUTES GUIDELINES

Approved at December 29, 1993 Board Meeting

1. Proxy assignments are to be announced at the beginning of a meeting or at such point during the meeting as the proxy is executed. Proxy votes will be announced as and when cast on any issue. The Minutes are to reflect such matters.

2. Such Data as is sent Board members with pre-meeting packets and/or packets supplemented at the meeting are to be "enclosures" to the Minutes if discussed at the meeting. The word "enclosure" within parentheses shall be typed in the written Minutes to denote that attached to the typed Minutes is a photocopy of such data which bears on the matter then being recounted in the Minutes.

3. The Minutes should include:

   (a) The recording of votes indicating who voted in favor of a motion and who was opposed.

   (b) Any other decisions by the Board where instructions are given to a staff member (or others) by agreement of the Board, whether or not a formal vote is taken.

4. The Minutes are intended to distill succinctly what these Guidelines provide is to be recorded.

5. Bold typeface in the Minutes should be used to indicate a Motion, Board Action, or Instructions to a staff member.

6. If there are other items, updates, or reports discussed at the Board meeting but no action taken (even informally), then these, by topic, should be listed at the end of the Minutes.

7. A copy of the official Approved Minutes shall be kept by the Association staff with the tape(s) of each meeting.

EXHIBIT 5

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.
SPECIFICATIONS

Turf Restoration/Road Shoulders

The following specifications shall apply in all cases where the existing turf has been disturbed or destroyed. Types of turf repairs are defined as Category One and Category Two:

Category One:

Areas of certain roads that have previously been planted using sod; such as, medians, areas adjacent to the security gates, and residential intersections where we have formal plantings.

1. The disturbed sodded areas must be repaired and sod replaced with the same species as existing. The predominant grasses on Kiawah Island are Centipede and/or St. Augustine.

Category Two:

Restoration of these roads shall include:

1. The preparation and mixing of the top 3 to 4 inches of soil.

2. The application of 16-4-8 50% slow-release fertilizer at a rate of 7 lbs. per 1000 s.f. (300 lbs per acre).

3. The application of grass seed worked into the soil surface, covered to a depth of 1/2 inch maximum:

   8 oz of Centipede per 1000 s.f.
   2 lbs. of Bermuda per 1000 s.f.
   25 lbs. of Browntop Millet per 1000 s.f. (summer)
   25 lbs. of Rye per 1000 s.f. (winter)

4. Small repair jobs, less than 2,000-3,000 s.f.

   A cover of wheat straw may be applied as an alternate to hydro-mulch. Over 3000 square feet, hydro-mulch method shall apply.

EXHIBIT 6

MINIMUM MAINTENANCE STANDARDS - MEDIANS

I. Standard Maintenance:

A. Annual Beds: Done on a **weekly** basis. During spring through fall seasons, higher maintenance is required due to more prolific blooming of flowers, and additional beds are planted for these months. Includes: pinching back all spent flowers, herbiciding when necessary, inspection and insecticide spraying for disease and pests, minor pruning, freshening mulch areas when necessary, retucking pine straw, debris collection and blowing around bed area. Weedeat when necessary, edge beds on as-needed basis.

B. Rhett's Bluff: The following are performed **weekly**: Minor pruning, debris sweep of area, rake limestone paths, check and change trash containers when necessary, inspect all shrubs, perennials and annuals for insects and disease, herbicide when needed, freshen mulch as needed. Once **monthly** the large parking area is blown and the edges raked. Weedeating and edging as needed.

C. Crab Docks: **Weekly** tasks include: weedeating where necessary, herbiciding around bike racks, debris collection, check and change trash containers, clean out bike racks, remove fishing line and crab traps from docks, blow debris from dock, prune shrubs and maintain fresh straw in bare areas.

D. Marsh Island Park and Marsh View Tower: Both parks are maintained **weekly**, and includes: debris collection, selective herbiciding and pruning, blowing debris from bike racks and paths. Also, at Marsh View Tower the slag paths are raked **weekly**.

E. Residential Intersections: **Weekly** duties include: inspection for insects and disease, spraying insecticide and herbicide as necessary, minor pruning, edging beds (generally monthly), debris pick up, hand pull weeds growing too closely to shrubs and plants, and review irrigation schedule for adequate watering.

F. Royal Beach: **Monthly** duties include herbiciding, debris collection, minor pruning as needed, hand pulling weeds that cannot be herbicided, blowing around traffic circle and entrance median. Herbiciding and debris collection in front areas to beach access.

G. Property Owners' Pool: **Monthly** duties include debris collection, herbiciding, minor pruning, freshening straw when necessary and general inspection of plant materials for pests and disease.

Annual spring clean up includes: Major pruning, strawing all areas, fertilizing all shrubs and plant materials, tucking straw, blowing parking lot, debris removal and herbiciding.

H. Town Sign: **Monthly** duties include: minor pruning, edging, herbiciding, inspection of plant materials for disease and pests, applying insecticide when necessary.

I. Wildflower Beds: Beds contain both annuals and perennials. Inspected **monthly** to note blooming periods and perform general site analysis. Some hand weeding and spot herbiciding is done. Existing square footage is 37,944; this may be increased for existing bed locations, but not decreased.

J. Butterfly Beds: **Monthly** duties include: applying herbicide and insecticide as needed, minor pruning, weedeating and/or edging perimeters of beds, debris collection and freshening straw when applicable. Square footage is 16,425.

II. Herbicide Program:

A. Accomplished **monthly**: leisure trail to right-of-way on Kiawah Island Parkway, to control undesirables such as dog fennel, muscadine and blackberry vines, from General Store to Vanderhorst Gate.

B. Wildflowers herbicided **twice annually** with fusilade and/or poast to control competitive grasses in beds. Generally done in May and August. Rate: 1.25 ounces per gallon.

III. Fertilization:

A. Annuals: **Monthly**, with Scotts 18-11-12, Rate: 20 pounds per 1,000 square feet. Super Bloom 12-55-6 with 10% chelated iron is used as a foliar feed **two-three times annually** for a quick greening and more blooms. Rate: one tablespoon per gallon.

B. Trees and Shrubs: **Twice annually**, spring and fall, recommended late March and early November. Type: 19-19-19 with micronutrients.

Spring rate: One pound nitrogen per one inch caliper.
7,250 pounds used.

Fall rate: One-half pound nitrogen per one inch caliper.
3,625 pounds used.

IV. Mulch:

A. Hardwood Mulch: Necessary to maintain moisture and for weed control. Performed **bi-annually** in April-May and October-November. Areas include: Beds on Ocean Course Drive, trees on Governor's Drive, trees on Bass Pond causeway and Rhett's Bluff. Applied at 4" thick application.

B. Pine Straw: **Twice annually** in March and October to maintain moisture to the plant material, to keep down weeds and for aesthetic purposes. Applied at a rate of 8 bales per 1,000 square feet.

V. Planting:

A. Annual Wildflowers: Performed in **late March and October** to enhance beds when perennials are dormant. Only five of 10 beds are planted with annuals, and only the high visibility areas totalling approximately 25,000 square feet. Annuals are not used in the other beds, due to existing perennials.

B. Annual Beds: Change-outs done approximately three times annually or as-needed. Cold-damaged annuals in March; Spring annuals in April; Fall plants in October. Minor changes are made with fall mums and a few poinsettias at Christmas.

Plants fertilized with Osmocote 14-14-14 at rate of one ounce each, placed in each hole at time of planting.

Soil Amendments and Mulch: Each season change out annual flowers consisting of the following materials, which are averaged over approximately 6,500 square feet of annual beds, 90,000 square feet of perennial beds and selected areas of ornamental beds:

55 bags of pine nuggets, applied at 2" per square foot
40 bales of pine straw, applied at 8 bales per 1,000 square feet
200 pounds of fertilizer, applied at .03 pounds per square foot
40 cubic feet of peat moss, applied at 4 cubic feet per 650 square feet
300 pounds of cow manure, applied at 50 pounds per 1,000 square feet.

NOTE: As the number and location of beds increase by reason of conveyance, these standards shall apply prorata.

VI. Pruning:

A. Palmettos/Branches: Done on annual basis. Removal of dead palmettos and low branches on crepes/oaks on Governor's Drive and Kiawah Island Parkway. Low branches which present obstacles for mowers are removed while maintaining residential areas. Also done to clear turn lanes on Governor's Drive as branches become heavy with seed heads and hang into roadway.

B. Ornamentals, Trees, Shrubs, Perennials: Annually, late October-March, to remove spent seed heads, crossing branches, low branches, general shaping and cold-damaged limbs. Pruning at proper time of year is crucial.

VII. Christmas Decorations: Annually beginning the second week of December at Bohicket entrance, main gate flag pole and guard house areas. Lights are hung on palms at flag pole bed, and swags and wreaths are used at main gate and Vanderhorst gate guard houses. Lights also placed on the Leyland cypress on Kiawah Island Parkway and Kiawah Beach Drive. Most greenery and berries used for swags are collected from the island. Greenery (holly, cedar, etc.) and berries (holly, fallow) are also gathered and left at Maintenance shop for property owners who want it.

EXHIBIT 7

MINIMUM MAINTENANCE STANDARDS - TURF

Mowing:

I. John Deere 935 Mowing:

A. Main Roads: From Bohicket Road intersection, Kiawah Island Parkway, Governor's Drive, Ocean Course Drive, Flyway Drive, Kiawah Beach Drive - mowed **once a week** to lot markers where applicable, elsewhere mowed to natural barriers at a **height of 2"**.

B. Residential Streets: All residential streets to be mowed on a **bi-weekly** schedule as follows:

First and third week: East and West Beach
Second and fourth week: Vanderhorst Plantation

These areas to be maintained at a **2" height** throughout the season.

C. Leisure Trails: The main trails are to be mowed on a **bi-weekly** schedule in conjunction with residential mowing, maintaining a 6' right-of-way on each side of the trail at a **height of 2"**.

II. Hand Mowing:

A. Medians: Bohicket intersection, Main Gate, Sea Forest Drive, Green Dolphin Way, Vanderhorst Gate, Governor's Drive, Osprey Beach, Glossy Ibis, Ocean Course Drive to be mowed **once a week** at a height of 2".

B. Residential Intersections: Kiawah Beach Drive, Oyster Rake, Sea Marsh Drive, Surfwatch Road, Green Winged Teal, Parklake Drive, Flyway Drive at Ocean Course Drive to be mowed **once a week**, at a **height of 2"**.

C. Beach Accesses: Beach accesses are to be mowed on a **bi-weekly** schedule, in accordance with the 935 mowing schedule, at a **height of 2"**, trying to maintain at least a 3' shoulder.

D. Bridges and Overpasses: Kiawah River Bridge, Rhett's Bluff Causeway and bridge to Osprey Point Golf Course to be mowed **every other week** at a **height of 2"**.

III. Blowing:

A. Main Roads: Kiawah Island Parkway, Governor's Drive, Ocean Course Drive, Flyway Drive and Kiawah Beach Drive to be blown **at least twice weekly** with large Agri-metal blower.

B. Residential Streets: This is scheduled **bi-weekly** in conjunction with 935 mowing schedules.

C. Leisure Trails: This is scheduled **bi-weekly** in conjunction with 935 mowing schedules for leisure trails.

IV. Edging - Mechanical Equipment:

A. Main Roads: These includes all roads with concrete curbing. This is to be done **once monthly** from March to November.

B. Residential Streets: This includes all streets without curbing. This is to be done **twice annually**.

C. Leisure Trails: Leisure trails to be edged mechanically **once annually** in September.

D. Medians: Medians to be edged **bi-weekly** in conjunction with mowing schedules.

E. Beach Accesses: Beach accesses to be edged **twice annually**, in March and September.

V. Fertilizing:

The main roads and residential streets are fertilized **three times annually** - in April and September, with an additional application for rye grass in January. The amount of each application will vary based on soil tests. These applications also include medians, residential entranceways, bridges and overpasses where turf exists.

VI. Winter Overseeding:

Overseeding is done once **annually**, in September or October, depending on weather, at a rate of 250 pounds per acre. The areas overseeded are: From Bohicket intersection, Kiawah Island Parkway, Governor's Drive, Ocean Course Drive and all medians and residential intersections associated with these main roads.

VII. Bushhogging:

Most bushhogging to be done off-season, from October to February (excluding storm damage or other emergencies).

A. Residential Streets: One-third of all side streets to be cut island-wide on an **annual** basis. Maintained in a five foot area beyond mowers' line.

B. Leisure Trail: Main leisure trail to be bushhogged **once annually**, from the main gate to Ocean Course entrance. Maintained in a minimum 5' barrier.

C. Wildflower Beds: Cut **once annually**, in the fall.

VIII. Trimming & Pruning:

Most trimming and pruning projects are done from October to February (excluding storm damage or other emergencies).

A. Residential Streets: One-third of all residential streets to be completed annually. This is to be done in conjunction with the bushhogging areas.

B. Leisure Trails: One-half of all trails to be trimmed and pruned in a given year.

C. Beach Accesses: To be cleaned twice annually with a minimum 3' border.

IX. Herbiciding:

A. Winter: Eradication of rye grass from cracks in curbing, and mulch around trees and winter annuals. Treatment of bushhogged areas with brush herbicide.

B. Spring, Summer, Fall: (growing seasons)

1. Medians: Check monthly for broad leaf weed species and eradicate as needed. Spray grass and weeds in mulched areas around trees once monthly.

2. Leisure Trails: Herbicide edges of main trail (main gate to Vanderhorst Gate) every two months, with 4" barrier. Spray weeds in hardwood mulch areas on Ocean Course Drive every two months. Spray areas in and around leisure trail areas.

3. Residential Streets: Monitor residential street shoulders and right-of-ways monthly. Spray as necessary to eradicate dog fennel, blackberry, musca- dine vine, poison ivy, and any other undesirable vegetation. Treat around signage. One-third of island will be treated every four months.

X. Aerifying: To be done once annually before spring greening (late February - late March).

A. Areas to be covered are all medians and entranceways to residences and the main roads.

XI. Irrigation: Periodic inspection of irrigation systems in medians and residential entranceways.

A. All systems checked island-wide once monthly; problems, if any, to be promptly corrected.

B. Watering of medians on Governor's Drive.

C. Backflow maintenance once annually as required by DHEC.

D. Monitor water usage and insure adequate amount for healthy growth, based on monthly billing.

XII. Trash Pick-up: Schedules based on regular week. Schedules are increased in the event of storms, special events, etc.

A. Major Roads: From Bohicket intersection, Kiawah Island Parkway, Governor's Drive, Ocean Course Drive to be inspected daily.

B. Leisure Trails: Major trail (main gate to Vanderhorst gate) inspected once weekly.

C. Trash Cans: Rhett's Bluff, Sparrow Pond, crab docks and along roads **three times weekly.**

D. Beach Accesses: Checked once **weekly.**

E. Side Streets: Checked **bi-weekly.**

XIII. Leisure Trails: Selected areas shall be root pruned on a **three-year cycle.**

XIV. Property Owners' Pool:

A. Blow trail and parking lot once **weekly.**

B. Collect debris and trash once **weekly.**

C. Mow small area adjacent to pool once **weekly.**

XV. Rhett's Bluff Boat Landing:

A. Edge parking lots **twice annually.**

B. Mow common area **bi-weekly,** using 935 mower.

C. Hand mow around gazebo **bi-weekly.** Includes weedeating around posts and other landscaped areas.

D. Rake and herbicide river trail once **monthly.**

XVI. Burnsite Maintenance: **At least monthly,** to include burning and site clean-up.

A. Burn off debris.

B. Level and shape pit.

XVII. Miscellaneous:

A. Weedeating: In medians around trees along beds, in conjunction with hand mowing. Around posts and signage, monitoring done **once monthly** in conjunction with hand mowing.

B. Pesticide Applications:

1. Medians - **Monthly** based on need.

2. Roadways - **Monthly** monitoring based on need. Includes fire ants, mole crickets, fall army worms, grubs, etc.

C. Trees: Removal of dead trees **as needed.**

D. Soil Sampling: **Three times annually** prior to fertilizing.

EXHIBIT 8

ANNUAL/PERENNIAL BED SQUARE FOOTAGE DATA

LOCATION		ANNUALS	ORNAMENTAL PERENNIALS	ORNAMENTAL SHRUBBERY	TOTAL SQ. FT.
BOHICKET ENTRANCE		1,382	913	1,680	3,975
TOWN SIGN	280	140	0	420	
FLAG POLE BED		547	—	1,000	1,547
MAIN GATE BEDS	554	150	16,819	17,523	
K. BEACH DR. BEDS 1-3	212	—	4,000	4,212	
OYSTER RAKE		—	100	1,200	1,300
SURFWATCH/SEA MARSH	184	—	1,664	1,848	
GREEN WINGED TEAL BEDS	1-5	96	1,018	4,296	5,410
SEA MARSH @ SORA RAIL	—	411	720	1,131	
N.H. PARK ENTRANCE & BUTTERFLY BED		78	546	2,400	3,024
PARKSIDE		—	242	924	1,166
E.B. TENNIS & ENTRANCE	416	352	3,890	4,658	
TURTLE POINT		—	245	1,428	1,673
ENCLAVE @ TURTLE BEACH		—	40	530	570
V-GATE BEDS 1-3 & BEHIND GATE		1,205	633	14,666	16,504
RHETT'S BLUFF		167	622	15,950	16,739
SNOWY EGRET		—	870	6,336	7,206
GLOSSY IBIS PHASE I		526	1,550	35,390	37,466
GLOSSY IBIS PHASE II (SAME AS I)		526	1,550	35,390	37,466
OSPREY BEACH		—	468	9,892	10,360
OCEAN COURSE		378	1,095	2,161	3,634
TRAFFIC CIRCLES (88 @ 900 SQ. FT.)		—	79,200	—	79,200
TOTALS:		6,551	90,145	160,336	257,032

BUTTERFLY BEDS OCEAN COURSE - 5 BEDS — 16,425 SQ. FT. = .38 ACRE
WILDFLOWER BEDS - PARKWAY 10 BEDS — 37,944 SQ. FT. = .88 ACRE

1 of 1

EXHIBIT 9

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.

PREVENTIVE MAINTENANCE SCHEDULE - VEHICLES

MONTHS	5	10	15	20	25	30	35	40	45	50	55	60
X 1000 MILES	5	10	15	20	25	30	35	40	45	50	55	60
ENGINE OIL	R	R	R	R	R	R	R	R	R	R	R	R
OIL FILTER	R	R	R	R	R	R	R	R	R	R	R	R
CHOKE SYSTEM			C			C			C			C
IDLE SWITCH			I			I			I			I
DRIVE BELTS						I						I
AIR CLEANER			I			R			I			R
ENGINE TIME BELT			REPLACE EVERY 60,000 MILES									R
OXYGEN SENSOR			REPLACE EVERY 80,000 MILES									R
EGR CONTROL VALVE			REPLACE EVERY 60,000 MILES									R
PCV VALVE												I
HOSES AND TUBES												R
HAC AIR FILTER												R
BRAKE SYSTEM			I			I			I			I
TRANSMISSION			C			C			C			C
TIRE ROTATION	R	R	R	R	R	R	R	R	R	R	R	R
WHEEL LUGS	C	C	C	C	C	C	C	C	C	C	C	C
CLUTCH FLUIDS	C	C	C	C	C	C	C	C	C	C	C	C
A.T. LINKAGE	C	C	C	C	C	C	C	C	C	C	C	C
FUEL FILTERS			R			R			R			R
PLUGS						C						C
COOLANT						C						C
AIR CLEANER			R			R			R			R
BELTS AND HOSES						C						C

R - REPLACE
I - INSPECT
C - CHANGE

NOTE: In addition to the above preventive maintenance schedules, vehicles shall be kept clean and presentable at all times. Body damage such as dents and minor accidents shall be repaired immediately.

EXHIBIT 10

MINIMUM MAINTENANCE STANDARDS - LAKES DEPARTMENT

I. Aquatic Plants and Algae: All lakes inspected by observation on weekly basis. As growth/patterns develop, control measure will be carried out to prevent overgrowth resulting in unsightly conditions.

Chemicals applied will be approved by EPA for aquatic usage; application will be carried out according to label specifications.

II. Water Quality Testing: Water quality testing weekly in all ponds, to determine trends and possible problems. parameters to be tested will include: temperature, dissolved oxygen, pH, salinity, conductivity and turbidity.

Fecal coliform testing bi-annually in all lakes to determine trends and possible problems.

Fish and crab species collected from selected ponds annually, to be tested for pesticide and heavy metal contamination.

Runoff, and any other type of discharge into the lake system, will be monitored daily, as needed.

Personnel will stay abreast of trends in water quality development, aquatic plant control and fisheries research.

III. Administrative Duties:

Maintenance of lake records, i.e., lake observation, water quality data, herbicide application data and fishery data. Updated weekly.

Maintenance of mosquito abatement records, i.e., mosquito counts, fogging data, larvicide data, etc.

Includes scheduling, file organization, equipment maintenance records, purchasing, technical information research, etc.

IV. Mosquito Abatement: Documentation of standing bodies of water, updated annually, subsequent inspections for mosquito larva and subsequent application of larvicide as needed in season.

Annual bushhogging of fogging routes in undeveloped areas.

V. Equipment Maintenance: In off-season, active involvement in repair and maintenance of boat, herbicide sprayer, mosquito fogger, trash pump and other lake/mosquito department equipment.

VI. Fisheries Management: Clean-up of fish kills and removal of other dead animals from lakes on as-needed basis.

Stocking and transfer of fish for aquatic weed control, mosquito larvae control and fishery enhancement on as-needed basis.

EXHIBIT 11

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.

PREVENTIVE MAINTENANCE SCHEDULE FOR TRACTORS AND 935s

EQUIP	HOURS 10 DAILY	HRS 251	HRS 50	HRS 100	HRS 200	HRS 300	HRS 500	HRS 600	HRS 1200	HRS 2000	SEASONAL
FM935	A	B			C		D				1
2155	E		F	G	H			I	J	K	2
2600	L		M			N		O	P		3

A - Check engine oil, transmission oil levels, coolant levels, air intake screen and air restriction indicator safety switch function.

B - Lubricate rear wheel spindles, steering cylinder rod, steering cylinder, engine drive line and PTO shaft bearing.

C - Change engine oil and filter, change transmission oil filter.

D - Change transmission oil, drain, flush and fill cooling system, tighten hose clamps on air intake and cooling system hoses.

E - Check oil level, drain sediment and water from fuel filter.

F - Clean and check air cleaner and unloading valve, check pressure and condition of tires, lubricate drive housings.

G - Clean battery terminals and connections, check electrolytes, lubricate clutch throw-out bearing.

H - Drain and refill crankcase, replace crankcase filter, check tension on alternator v-belt, lubricate 3 pt. hitch fittings, check neutral start system.

I - Clean fuel transfer pump, replace filter elements transmission/hydraulic filters, check connections, (dealer) lubricate grease fittings, rear axle bearing, check engine speeds (dealer if necessary).

J - Drain and refill with fresh oil, clean intake screen (transmission and hydraulic system, replace filter element, check starter motor - dealer). Stroke control valve filter and hydraulic pump cleaned (dealer).

K - Have fuel injector nozzles checked by dealer.

L - Check engine oil level, air cleaner, radiator coolant level, oil bath air cleaner.

M - Check battery electrolyte level, tire pressure, rear axle oil level, clutch pedal free travel, transmission oil level, belt pulley oil level. Clean; air cleaner element, oil bath air cleaner, sediment bowl and fuel filter. Lubricate; front wheel hubs, front wheel spindles, brake pedal pivots, power steering cylinders, clutch pedal pivots, hydraulic lift linkage, diff lock pedal pivot. Change oil bath air cleaner.

N - Check; fan belt, power steering reservoir oil level. Clean; air cleaner element. Change engine oil and filter, hydraulic system filter, adjust engine valve clearance.

O - Check steering gear oil level, lubricate front wheel bearings, change air cleaner element, fuel filter and fuel injectors.

P - Change belt pulley oil, rear axle oil, transmission oil.

SEASONAL (OR AS NECESSARY)

1. Replace fuel water separator, air cleaner elements, check battery electrolyte level, check brake adjustments. *Sand, prime, repaint mower decks and any other rust area.

2. Every spring and autumn - drain engine crank case and refill with fresh oil.
Every two years - cooling system; drain, flush and refill, clean radiator screen, replace thermostats.

3. Change radiator coolant.

PREVENTIVE MAINTENANCE GAS POWERED EQUIPMENT

A - Equipment will be inspected monthly, any problems will be corrected upon reporting of situation.

* Any damage to bodies of any equipment, i.e., scratches, dents, etc. is to be corrected immediately. Proper documentation such as an Accident/Property Damage reports shall be required along with work invoice.

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.
PREVENTATIVE MAINTENANCE SCHEDULE
GENERAL MAINTENANCE DEPARTMENT

FLAP GATES

ASSET #	ASSET	REM LIFE	1994	1995	1996	1997	1998	1999	
1230	FG - 12	1			NOV			NOV	V
	FG - 16		FEB			FEB			B
1231	FG - 17	1			NOV			NOV	V
1232	FG - 18	1	JAN			JAN			M
1233	FG - 19	2	JAN			JAN			M
1234	FG - 20	2	JAN			JAN			M
1235	FG - 21	2			NOV			NOV	V
1237	FG - 26	3	MAR			MAR			R
	FG - 27			FEB			FEB		B
	FG - 29		NOV			NOV			V
	FG - 30		NOV			NOV			V
	FG - 31		NOV			NOV			V
	FG - 34		MAR			MAR			R
1228	FG - 36	2	MAR			MAR			R

NOTE: INSPECTION REPORTS TO BE FILED IN MAINTENANCE HISTORY LOG BOOKS.

MAJOR REPAIRS OR REPLACEMENT TO BE NOTED FOR FUTURE BUDGET PLANNING.

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.
PREVENTATIVE MAINTENANCE SCHEDULE
GENERAL MAINTENANCE DEPARTMENT

FLOOD CONTROL STRUCTURES

ASSET #	ASSET	REM LIFE	1994	1995	1996	1997	1998	1999
1219	FC-BEACHWALKER LAG #1	0	JAN/ FEB			JAN/ FEB		/ B
1220	FC-TOWN CENTER LAG #37	0		JAN			JAN	N
1221	FC-SNOWY EGRET LAG #72	2			JAN			JANN
1222	FC-EGRET LAG #73	2		NOV			NOV	V
1223	FC-PINTAIL LAG #74	2			NOV			NOVV
1224	FC-CANVASBACK LAG #75	0	NOV			NOV		V

NOTE: INSPECTION REPORTS TO BE FILED IN MAINTENANCE HISTORY LOG BOOKS.

MAJOR REPAIRS OR REPLACEMENT TO BE NOTED FOR FUTURE BUDGET PLANNING.

EXHIBIT 12

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.
ASPHALT AND STREET REPAIR SPECIFICATIONS
GENERAL SPECIFICATIONS

The following specifications shall apply in all cases where the existing asphalt surface has been penetrated due to normal failure, utility cuts and/or accidental damages.

Repairs to the road surface and base shall be accomplished as permanent repairs, defined by the Kiawah Island Community Association, Inc. (the "Association"), as repairs as good or better than the original construction, incorporating the specifications as detailed in this document.

- Prior to any construction, the Contractor will be required to obtain from the Association utility work permits for all work performed on the right-of-ways of Kiawah Island. All other permits required by state and local governments for construction shall be obtained by the Contractor.
- The Contractor alone shall be responsible for all injuries to his employees or other persons. He shall take, maintain and keep in force employer's liability and worker's compensation insurance and save harmless the Association against all claims and liability arising from the work.
- The Contractor shall at all times observe and comply with federal and state laws and all local ordinances and regulations in any manner affecting the conduct of the work.
- Inspection of the work will be the responsibility of the utility company and the Contractor, who will insure compliance with plans and specifications, and that the work is performed in a neat, professional manner. The Contractor shall guarantee his work for a period of one year. All work is subject to inspections by and approval of the Association. The Contractor shall remove and replace any deficient work found, at no cost to the Association.
- All drawings pertaining to the job are part of the specifications.
- Before commencement of work, each Contractor shall visit the site and become fully informed of the extent and character of the work required, and shall be responsible for the knowledge of conditions affecting the work. It is understood that the Contractor has judged for and satisfied himself concerning the conditions referenced herein and shown on the drawings.
- The utility company/Contractor shall be responsible to contact appropriate utility locator services and/or other utilities which may not be a subscriber to said locator service.
- The Contractor shall make arrangements with the property owners for any pavement cuts to private property and replace same to the satisfaction of the appropriate party at no additional cost to the Association or property owner.
- Absence of inspections by the Association during certain phases of construction will not relieve the Contractor from completing the work in strict compliance with the plans and specifications.
- Areas to be replaced shall be saw cut parallel and/or perpendicular to curb line.

- Saw cuts exposing areas to be repaired shall be offset between surface and base material a minimum of 12" to avoid shear effect between the two.

- Utility crossings shall be a minimum of 5' in width.

- All excavation material, rubble, etc. shall be disposed of off Kiawah Island.

- Backfilling: After excavation and work is completed, selected material from the excavation or borrow, at a moisture content that will facilitate compaction, shall be placed along the excavated areas in layers not exceeding six (6") inches in depth. Each layer shall be thoroughly compacted with mechanical or hand tampers. This method of filling and compacting shall continue until the fill has reached the top of finished grade. The area shall be compacted to a minimum density of 95% as determined by ASTM D1556-64. Density tests shall be made at the option of the Association.

- In all repairs/cuts where the base material has been disturbed and penetrated, the areas shall be excavated and prepared in accordance with "Backfilling" procedures, and replaced with base material 8" in thickness.

- Prior to the application of asphaltic concrete, a tack coat shall be uniformly applied to all existing asphalt edges. The tack coat shall consist of ASSHO HSMF-1 and shall be applied at the rate of .08 gallons per square yard.

- The asphaltic concrete patch shall be a minimum of two (2") inches thick. Material and installation shall be as described by the S.C.D.H. Standard specifications for Type I Hot Laid asphaltic concrete surface course.

EXHIBIT 13

CLASSIFICATION OF REPAIRS

DEFINITION OF CAPITAL, MAJOR REPAIRS AND ROUTINE MAINTENANCE

RE: STREETS AND STORM DRAINAGE

I. Routine Maintenance: "Funded in the Annual Budget"

To include specific projects which are identified in the annual budget and other miscellaneous routine repairs. Also, preventive maintenance programs designed to decrease deterioration of the Common Properties. The scope of repairs and the intensity of the preventive maintenance programs shall be determined and approved within the constraints of the annual Community Association budget. Items which might be included in this category are:

- Preventive maintenance programs
- Repair of minor culvert leaks
- Repair or replacement of curb sections
- Clean-out of culverts and catch basins
- Repair and resealing of catch basins, on an as-needed, individual basis
- Minor asphalt (pot hole) patching and leveling of areas of approximately 100 square feet or less.

In general terms, those small items which can be accomplished with in-house labor and equipment, and/or those that may require contracting, and others that have been identified in the annual budget.

II. Major Repairs: Funded from the "Major Repair and Replacement Fund".

To include repairs which fall between Routine Maintenance and Resurfacing Projects.

III. Resurfacing Projects: Funded from the "Major Repair and Replacement Fund".

Total resurfacing of streets, including all related repairs which are necessary at the time of resurfacing, such as below-street drainage systems. In addition, major replacement (two or more) of drainage culverts which are programmed in preparation of resurfacing shall be included in the pending resurfacing project.

EXHIBIT 13.3a

KICA Budget percentages, last 3 years:

	1992	1993	1994	Average
General and Administrative	19.5	19.3	19.0	19.3
Landscape	28.8	29.1	28.9	28.9
Lake Management	4.9	5.5	5.3	5.2
General Maintenance	4.1	4.7	6.0	4.9
Security	36.8	36.4	35.6	36.3
Depreciation	5.9	5.0	5.2	5.4

Total Percentage average budget that will be under Type A Director Control:

General and Administrative	19.3
Security	36.3
Total	55.6

Total Percentage average budget that will be under control of Company-appointed directors:

Landscape	28.9
Lake Management	5.2
General Maintenance	4.9
Total	39.0

Allocation of 5.4% depreciation:

Type A Director Budget Categories:

55.6/94.6 x 5.4% = 3.2%

Company-appointed Director Budget Categories:

39.0/94.6 x 5.4% = 2.2%

Pro Rata Allocation of Funds within KICA Budget:

58.8% (55.6% + 3.2%) to General and Administrative/Security

41.2% (39% + 2.2%) to Landscape/Lake Management/General Maintenance

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.

POLICY RESOLUTION NUMBER P-94-2

SUBJECT: AMENDED BUDGET PREPARATION AND FINANCIAL CONTROLS

WHEREAS, ARTICLE IV, SECTION 1, SUB-SECTION (c) of the By-Laws of Kiawah Island Community, Inc. empowers the Board of Directors of the Association to exercise for the Corporation all powers, duties and authorities vested in or delegated to the Corporation, and;

WHEREAS, ARTICLE VII, SECTION 6, of the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. authorizes all allowable actions of the Association if approved by the Board of Directors of the Association in a manner provided for in the By-laws, and;

WHEREAS, the current Board of Directors desires to amend the existing Budget Preparation and Financial Controls contained in resolution P-91-5 adopted May 30, 1991, with the primary amendment being to control number 4,

NOW THEREFORE, BE IT RESOLVED THAT: The Kiawah Island Community Association Board of Directors does hereby approve and implement the attached amended policy, as recommended by the Association's Finance Advisory Committee, relative to budget preparation and financial controls.

ADOPTED: Board of Directors Meeting held this 20th day of May, 1994.

ATTEST

Townsend P. Clarkson
President

Leonard L. Long, Jr.
Secretary

This resolution amends P-91-5 dated May 30, 1991

CORPORATE SEAL

Kiawah Island Community Association, Inc.
Finance Instruction # 1
Amended May 20, 1994

Subject: Budget and Budgetary Controls, Resolution P-94-2

Annually a preliminary budget covering revenues, expenses, capital expenditures and staffing levels is to be prepared by KICA staff and presented to the Board of Directors for their approval by no later than the October Board meeting preceding the year of the budget.

The final budget shall be approved by the Board of Directors by no later than the December Board meeting preceding the year of the budget.

A budget is to be prepared for each of the following categories, which is covered by a separate assessment (hereinafter referred to as Assessment Categories):

. Community Association - General
. Second Security Gate
. Property Owners' Pool

Departmental budgets are to be prepared supporting the overall budget for the Assessment Category entitled Community Association - General. Examples of departments might be:

. Community Association General & Administrative
. Landscaping
. Lake Management & Mosquito Abatement
. General Maintenance
. Security Administrative & Main Gate

CONTROLS

1. Once the budgets have been approved, changes are to be made only by direction from the Board of Directors, and then only in extenuating circumstances.

2. Budgeted full-time employee staffing, within Assessment Category, cannot be exceeded without prior approval of the Board.

3. The total budgeted dollar amount, within Assessment Category, cannot be exceeded without prior approval of the Board.

Kiawah Island Community Association, Inc.
Finance Instruction # 1
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4. Expenditures in excess of the departmental annual ~~individual~~ line amount (i.e., first four digits of the account code) may be made by the staff, provided that such excess amount does not exceed the greater of 10% or $1,000 of the annual budgeted line amount and Control # 3 is adhered to. If it is anticipated that the limitation will be exceeded by year-end, variances must be reported to the Board at the next scheduled Board meeting, along with staff's recommendations as to what expenditure reductions will be made to offset the anticipated over-expended amount. The Board may approve these recommendations or any one or a combination of the following: ~~suggest others, fund from unanticipated or anticipated revenue increases or authorize a deficit.~~

~~Delay decision until later in the year~~
~~Direct other expenditure reductions~~
~~Utilize any budgeted surplus~~
~~Authorize a deficit~~
~~Fund from current year's unanticipated revenue~~
~~Fund from following year's or years' budget/budgets~~

5. All actual expenditures are to be charged to the correct account (i.e. six digit account code) and not to another account where budget funds are available.

6. If any budgeted tasks or projects are assumed by a third party (e.g., The Town of Kiawah) the unexpended funds are to be identified to the Board and used to increase the Reserve Funds, unless the Board approves the use of such funds for other purposes.

7. Any additional revenues from sources not identified at the time the budget is approved, which exceed $5,000, are to be used to increase the Reserve Funds unless the Board approves the use of such funds for other purposes.

8. Interest income from the Reserve Funds investments, less appropriate taxes, is to accrue to the Reserve Funds.

9. All expenditures from Reserve Funds are to be made only with prior approval of the Board.

Kiawah Island Community Association, Inc.
Finance Instruction # 1
Amended May 20, 1994

10. All Capital Expenditure items costing $500 or more are to be specifically identified and approved in the budget.

11. Capital Expenditure items costing $500 or more, not identified in the budget, are not to be acquired or committed to without prior approval of the Board.

12. Contracts or agreements to commit funds in excess of $50,000 per year are not to be made without prior approval of the Board.

13. All contracts, agreements or purchases of $15,000 or more should have three bids. Any such contract or agreement to be let with other than the lowest bidder, or any such contract or agreement for which less than three bids have been obtained, must have approval of the Board prior to being let.

14. Contracts or agreements for periods in excess of 12 months are not to be made without prior approval of the Board.

15. Funds in excess of normal operating funds are to be invested; however, the type of investment must be approved by the Board.

16. Changes in employee benefits other than those required by law can only be made by the Board.

17. Salary increases for exempt personnel can only be granted by the Board. Increases for hourly personnel are to be within the hourly rates established in the budget for the related job classification.

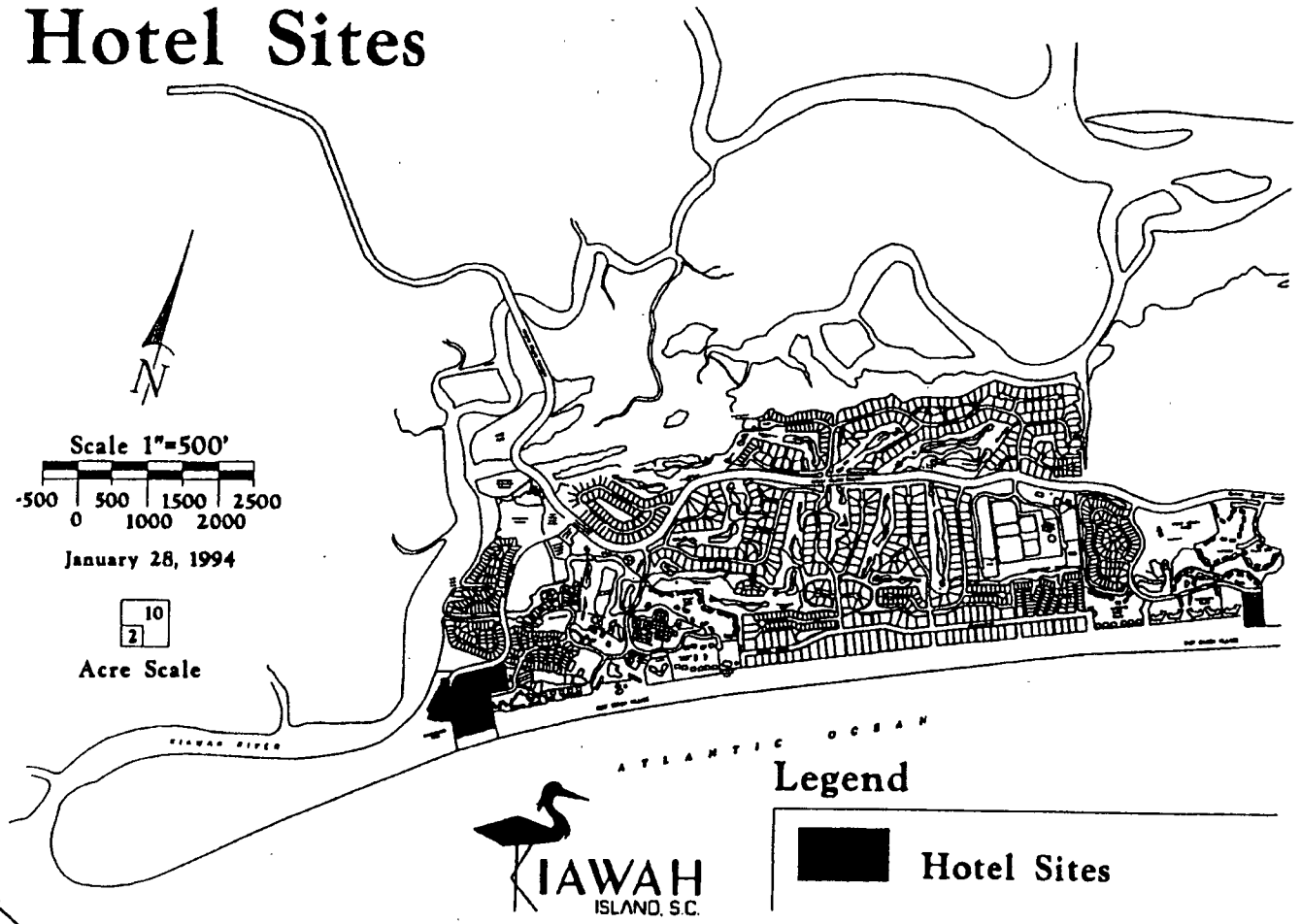
18. Forgiveness of outstanding receivables of less than $100 can be made with the approval of the KICA Administrator. Items of $100 but less than $1,000 require the prior approval of the KICA Treasurer and items of $1,000 or more require the prior approval of the Board.

    All receivables written off are to be reported to the Board during the next regularly scheduled financial review given to the Board.

19. Donations or contributions are only to be made with prior approval of the Board.

This policy is hereby a part of Policy Resolution P-94-2, which amends and replaces P-91-5.

Hotel Sites



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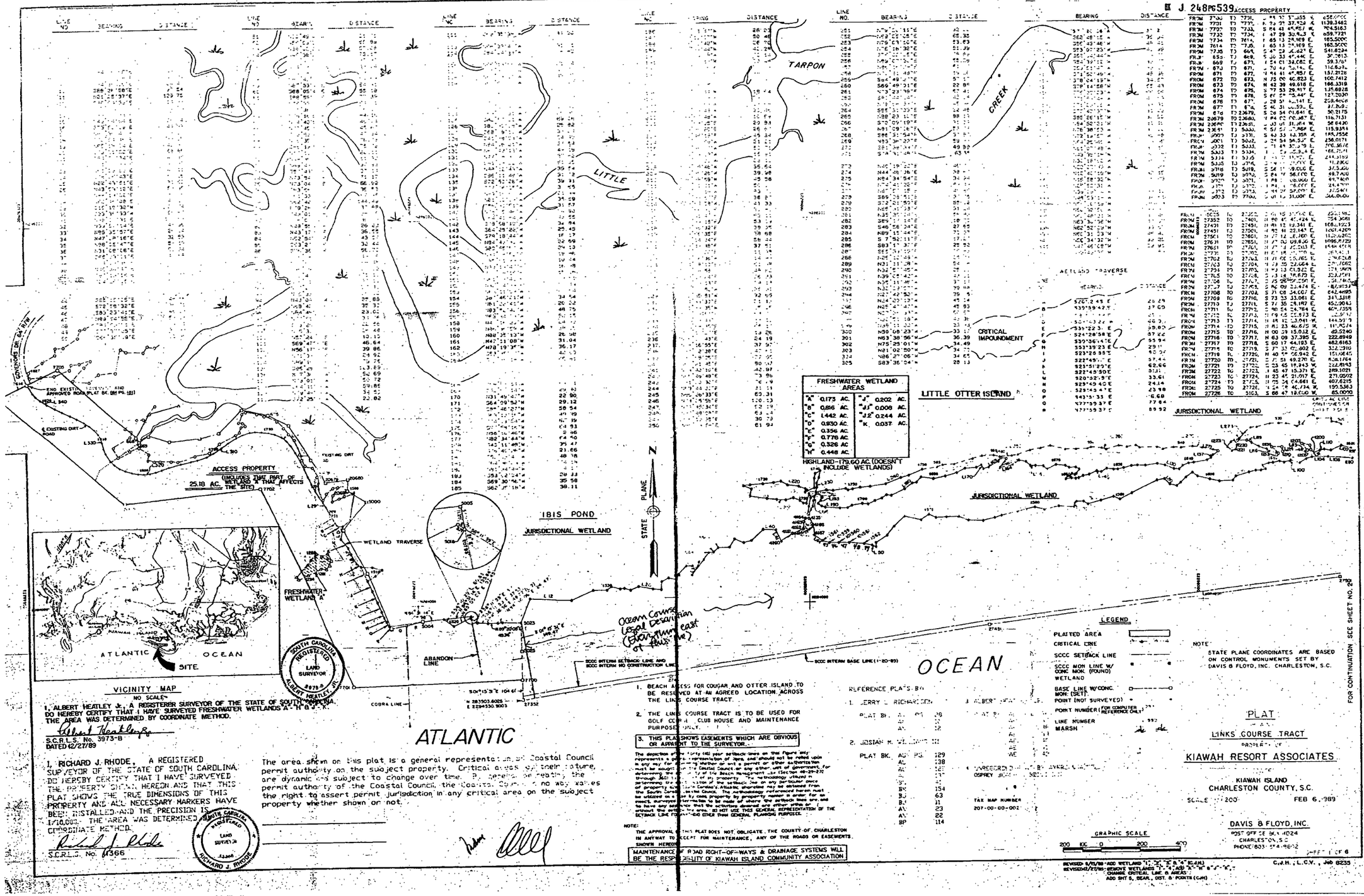
EXH 22.1

BK J 248PG539 ACCESS PROPERTY



VICINITY MAP

NO SCALE

I, ALBERT HEATLEY Jr., A REGISTERED SURVEYOR OF THE STATE OF SOUTH CAROLINA DO HEREBY CERTIFY THAT I HAVE SURVEYED FRESHWATER WETLANDS "A" "H" & "K". THE AREA WAS DETERMINED BY COORDINATE METHOD.

Albert Heatley Jr

S.C.R.L.S. No. 3973-B
DATED 12/27/89

I, RICHARD J. RHODE, A REGISTERED SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THIS PROPERTY AND ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THE PRECISION IS 1/10,000. THE AREA WAS DETERMINED BY COORDINATE METHOD.

Richard J. Rhode

S.C.R.L.S. No. 11366

The area shown on this plat is a general representation of Coastal Council permit authority on the subject property. Critical areas, by their nature, are dynamic and subject to change over time. By general representation, the permit authority of the Coastal Council, the Coastal Council does not waive nor limits the right to assert permit jurisdiction in any critical area on the subject property whether shown or not.

1. BEACH ACCESS FOR COUGAR AND OTTER ISLAND TO BE RESERVED AT AN AGREED LOCATION ACROSS THE LINKS COURSE TRACT.

2. THE LINKS COURSE TRACT IS TO BE USED FOR GOLF COURSE, CLUB HOUSE AND MAINTENANCE PURPOSES ONLY.

3. THIS PLAT SHOWS EASEMENTS WHICH ARE OBVIOUS OR APPARENT TO THE SURVEYOR.

The depiction of the forty (40) year setback lines on this plat is only represents a general representation of them, and should not be relied upon in any way for determining whether or not a permit or other authorization must be sought from the Coastal Council or any other unit of government, for the purposes of the Beach Management Act (Section 48-39-270 through 360) [illegible] of any property. The methodology utilized in determining the [illegible] of the setback line on any particular piece of property is [illegible] Carolina's Atlantic shoreline may be obtained from the South Carolina Coastal Council. The methodology performed herein must be utilized on a [illegible] by basis property by property manner in order for an [illegible] surveyed determination to be made of where the setback lines are, and to have any assurance that the actions observed are either prior or without the setback line area. DO NOT USE THIS GENERAL REPRESENTATION OF THE SETBACK LINE FOR ANY [illegible] OTHER THAN GENERAL PLANNING PURPOSES.

NOTE:
THE APPROVAL OF THIS PLAT DOES NOT OBLIGATE THE COUNTY OF CHARLESTON IN ANY WAY TO ACCEPT FOR MAINTENANCE, ANY OF THE ROADS OR EASEMENTS SHOWN HEREON.

MAINTENANCE OF ROAD RIGHT-OF-WAYS & DRAINAGE SYSTEMS WILL BE THE RESPONSIBILITY OF KIAWAH ISLAND COMMUNITY ASSOCIATION

REFERENCE PLATS BY:

1. JERRY L. RICHARDSON
PLAT BK. A PG. 10
A1 12
A2 12

2. JOSIAH H. [illegible] III
PLAT BK. AU PG. 129
AL 138
AM 125
AN 131
BK 154
BJ 63
BL 11
AX 23
AY 22
BP 114

3. ALBERT HEATLEY JR.
PLAT BK. [illegible]
A1
A2
AE

UNRECORDED PLAT BY: [illegible]
OSPREY ISLAND SECTION [illegible]

TAX MAP NUMBER
207-00-00-002

LEGEND

PLATTED AREA
CRITICAL LINE
SCCC SETBACK LINE
SCCC MON LINE W/ CONC MON. (FOUND)
WETLAND
BASE LINE W/CONC. MON. (SET)
POINT (NOT SURVEYED)
POINT NUMBER (FOR COMPUTER REFERENCE ONLY)
LINE NUMBER
MARSH

NOTE
STATE PLANE COORDINATES ARE BASED ON CONTROL MONUMENTS SET BY DAVIS & FLOYD, INC. CHARLESTON, S.C.

GRAPHIC SCALE
200 100 0 200 400

FOR CONTINUATION SEE SHEET NO. 2

PLAT
LINKS COURSE TRACT
PROPERTY OF
KIAWAH RESORT ASSOCIATES
KIAWAH ISLAND
CHARLESTON COUNTY, S.C.

SCALE 1" = 200' FEB 6, 1989

DAVIS & FLOYD, INC.
POST OFFICE BOX 1024
CHARLESTON, S.C.
PHONE (803) 571-9602

SHEET 1 OF 6

REVISED 8/15/89-ADD WETLAND "I", "J", & "J1" & "J2"
REVISED 12/19/89-REMOVE WETLANDS "I", "J", ADD "A", "H" & "K", CHANGE CRITICAL LINE & AREAS, ADD SHT 5, BEAR., DIST. & POINTS (C.M.)

C.W.H.; L.C.V., Job 8233

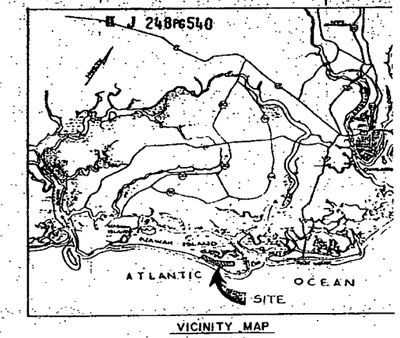
LINE NO.	BEARING	DISTANCE
1	N57°52'19"E	30.63
2	N71°15'27"E	18.33
3	S86°23'53"E	59.16
4	S73°00'33"E	43.33
5	N48°37'47"E	25.57
6	N73°00'09"E	39.66
7	S28°59'31"E	63.63
8	N56°56'21"E	29.37
9	S78°27'44"E	38.81
10	S71°30'33"E	62.24
11	S55°58'29"E	60.93
12	S59°20'48"E	90.88
13	S79°50'48"E	19.89
14	N58°45'22"E	26.24
15	N71°41'31"E	31.96
16	N51°36'24"E	37.36
17	N53°33'43"E	50.79
18	N36°11'24"E	44.21
19	S78°11'52"E	30.62
20	S51°19'06"E	33.76
21	N86°32'37"E	34.62
22	N83°25'36"E	72.24
23	N85°44'15"E	74.36
24	N70°26'25"E	23.64
25	S53°13'41"E	29.77
26	S68°[illegible]	22.37
27	S44°39'55"E	24.53
28	S55°13'26"E	29.05
29	S46°07'19"E	37.23
30	N81°46'34"E	47.12
31	N78°33'48"E	29.18
32	N52°29'46"E	60.56
33	N79°[illegible]	72.39
34	N81°[illegible]	39.[illegible]
35	N12°[illegible]	32.[illegible]
36	N[illegible]	[illegible]
37	S6[illegible]	[illegible]
38	S62°[illegible]	32.62
39	S4[illegible]	36.[illegible]
40	N5[illegible]	31.41
41	S87°52'[illegible]	27.77
42	N8[illegible]	27.46
43	N[illegible]	38.65
44	N[illegible]	15.22
45	S7[illegible]	32.[illegible]
46	N7[illegible]	23.[illegible]
47	N[illegible]	[illegible]
48	N3[illegible]	[illegible]
49	N3[illegible]	15.[illegible]
50	N76°18'[illegible]	28.26
51	S7[illegible]	37.46
52	[illegible]	[illegible]
53	[illegible]	[illegible]
54	[illegible]	[illegible]
55	[illegible]	[illegible]
56	[illegible]	[illegible]
57	[illegible]	[illegible]
58	[illegible]	[illegible]
59	[illegible]	[illegible]
60	[illegible]	[illegible]

LINE NO.	BEARING	DISTANCE
61	S46°08'34"E	44.25
62	N72°37'06"E	29.35
63	S50°06'43"W	66.43
64	S83°09'23"W	49.17
65	S84°39'02"W	24.73
66	S35°36'16"W	38.40
67	S60°40'19"W	43.72
68	S18°32'19"W	31.16
69	S12°10'52"E	72.50
70	S50°40'15"E	35.57
71	S80°38'45"E	28.28
72	N86°59'34"E	34.30
73	N59°29'41"E	50.81
74	N83°47'06"E	27.49
75	N59°31'07"E	90.17
76	N17°48'21"E	46.75
77	N50°25'56"E	60.06
78	S50°08'06"W	38.17
79	S24°43'23"E	45.50
80	S56°22'29"E	58.69
81	S80°05'02"E	65.74
82	N12°50'01"E	38.15
83	N10°39'10"E	38.53
84	N35°22'21"E	38.96
85	N52°20'24"E	43.95
86	N50°28'50"E	67.22
87	N38°35'36"E	29.60
88	S20°16'28"E	25.40
89	S21°26'26"W	21.25
90	S19°08'27"W	28.99
91	S31°30'50"E	39.43
92	S56°03'47"E	101.03
93	S69°01'21"E	44.95
94	S74°26'39"E	31.85
95	S88°00'46"E	85.12
96	N8[illegible]°26'28"E	51.61
97	N52°20'[illegible]"E	27.93
98	N75°29'47"E	28.25
99	N 5°17'42"W	32.39
100	N85°35'34"W	21.32
101	N12°57'34"W	26.87
102	N49°31'58"E	38.72
103	N20°16'36"E	68.03
104	N31°02'53"E	49.75
105	N37°27'56"E	30.[illegible]
106	N20°14'46"W	46.[illegible]
107	N44°15'15"E	33.16
108	N35°16'43"E	48.95
109	N71°32'50"E	38.11
110	N44°05'48"E	44.01
111	S41°01'36"E	65.[illegible]
112	[illegible]	[illegible]
113	[illegible]	[illegible]
114	[illegible]	[illegible]
115	[illegible]	[illegible]
116	S73°59'18"E	36.37
117	S34°17'28"E	76.36
118	S60°43'42"E	69.85
119	S51°56'08"E	25.26
120	S56°05'32"E	42.31
121	S13°59'36"E	210.09

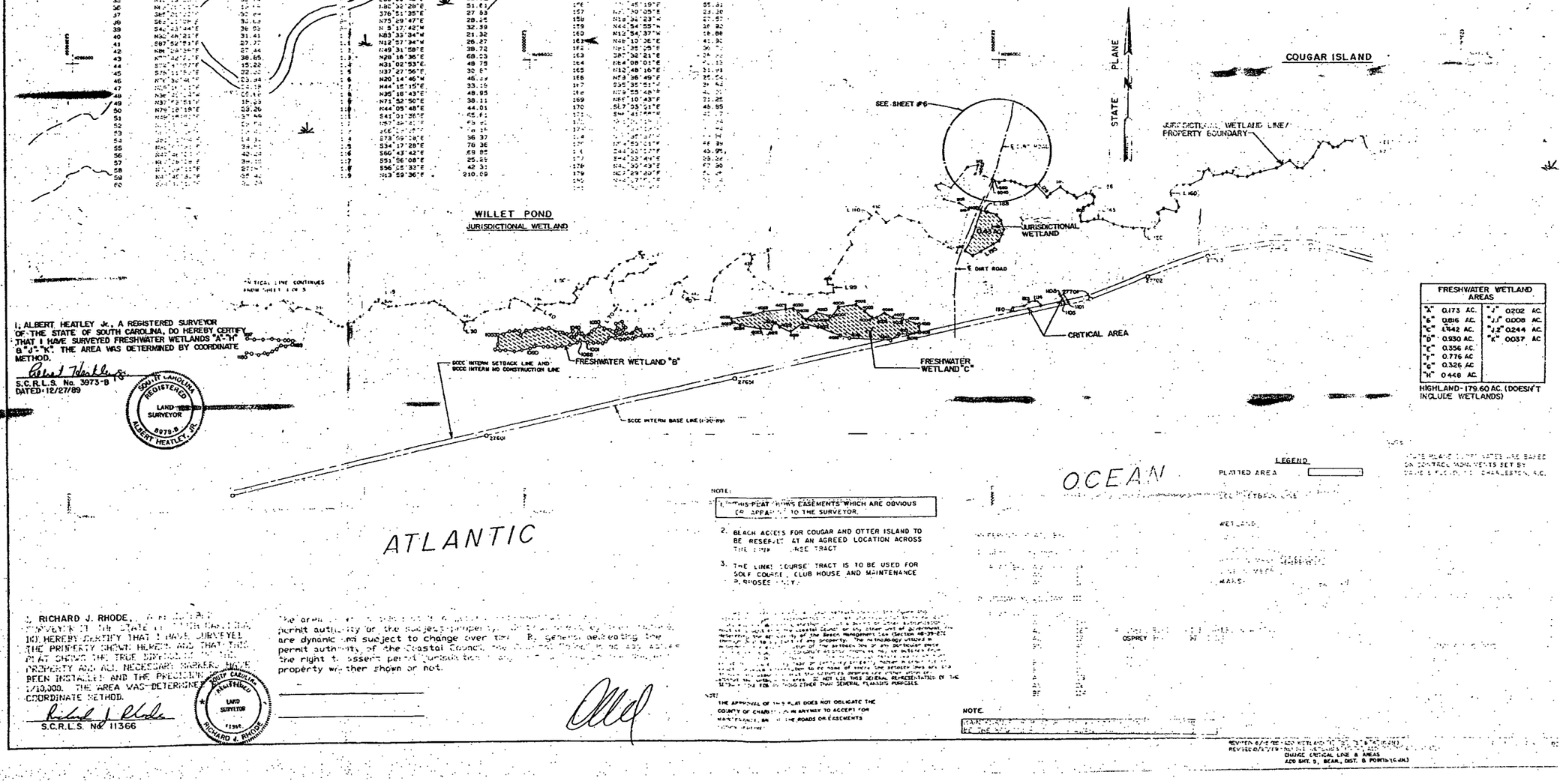
LINE NO.	BEARING	DISTANCE
121	S64°27'50"E	50.00
122	S64°27'50"E	19.79
123	N69°34'03"E	24.60
124	S85°18'52"E	27.79
125	S73°32'33"E	17.27
126	S66°52'12"E	29.66
127	S67°13'36"E	27.81
128	N75°09'38"E	40.40
129	S42°23'10"E	72.27
130	N41°12'28"E	20.47
131	S55°44'46"E	28.82
132	S50°52'20"E	37.76
133	S66°47'46"E	32.95
134	S43°34'31"E	15.83
135	N62°19'17"E	44.81
136	S76°02'20"E	24.[illegible]
137	S42°03'08"E	[illegible]
138	S[illegible]°58'[illegible]"E	[illegible]
139	S66°19'59"W	20.[illegible]
140	S60°37'03"W	20.61
141	S18°31'27"W	58.70
142	S10°30'26"E	27.89
143	S89°49'30"E	24.74
144	N66°09'59"E	29.22
145	N89°26'57"E	36.46
146	S61°14'09"E	51.[illegible]
147	S72°40'09"E	46.[illegible]
148	S81°32'39"E	46.07
149	N86°35'01"E	43.17
150	S78°49'53"E	28.21
151	N75°59'09"E	28.22
152	N31°22'51"E	38.81
153	N 7°31'30"W	30.[illegible]
154	N46°44'29"W	9.[illegible]
155	N[illegible]°48'[illegible]"E	33.[illegible]
156	[illegible]°45'19"E	55.[illegible]
157	N[illegible]°30'05"E	24.[illegible]
158	S19°36'23"W	41.[illegible]
159	N42°54'55"W	38.82
160	N12°54'37"W	38.88
161	N48°10'36"E	41.90
162	N[illegible]°35'[illegible]	36.[illegible]
163	S87°52'21"E	24.[illegible]
164	N64°08'01"E	41.[illegible]
165	N12°48'16"E	33.[illegible]
166	N73°36'49"E	22.[illegible]
167	S45°35'[illegible]	24.42
168	N[illegible]°55'48"E	4.[illegible]
169	N8[illegible]°10'43"E	21.25
170	S17°53'[illegible]"E	48.95
171	S44°41'[illegible]	41.[illegible]
172	[illegible]	[illegible]
173	[illegible]	[illegible]
174	[illegible]	[illegible]
175	[illegible]	[illegible]
176	[illegible]	[illegible]
177	[illegible]	[illegible]
178	[illegible]	[illegible]
179	N[illegible]°29'20"E	21.[illegible]
180	[illegible]	[illegible]
181	[illegible]	[illegible]

LINE NO.	BEARING	DISTANCE
182	S45°21'19"E	26.22
183	N83°34'04"E	20.95
184	N48°17'32"E	40.78
185	S86°04'36"E	28.26
186	N80°12'23"E	29.66
187	N85°43'18"E	24.52
188	S76°02'36"E	25.57
189	S66°14'04"E	41.71
190	S27°15'19"E	32.85
191	S16°43'32"E	44.46
192	S15°50'49"E	22.01
193	S25°15'36"W	34.58
194	S58°26'50"W	29.06
195	S58°21'41"W	61.44
196	S60°05'39"W	38.57
197	S42°03'08"E	[illegible]
198	N[illegible]°[illegible]"E	[illegible]
199	N[illegible]°[illegible]"E	[illegible]
200	N14°16'22"E	78.42
201	N85°16'16"W	665.30
202	S81°43'53"W	1501.04
203	S89°14'21"W	1094.90
204	S84°18'46"W	1128.72

POINT NUMBER			BEARING			DISTANCE
FROM	402	TO	316,	N	13 59 36.000 E,	207.1618
FROM	316	TO	302,	N	56 38 15.994 W,	44.8716
FROM	302	TO	303,	N	74 28 13.994 W,	87.3600
FROM	303	TO	304,	N	29 51 11.994 W,	72.5400
FROM	304	TO	305,	N	70 38 22.006 E,	28.1300
FROM	305	TO	306,	S	63 03 41.772 E,	45.8903
FROM	306	TO	307,	N	38 53 41.006 E,	115.1300
FROM	307	TO	308,	N	75 50 25.006 E,	43.8200
FROM	308	TO	309,	S	13 54 48.006 W,	45.6900
FROM	5023	TO	5040,	S	84 27 55.000 E,	41.2711
FROM	5022	TO	402,	S	13 59 36.000 W,	210.0900
FROM	5040	TO	560,	S	64 27 (illegible)607 E,	8.7221



VICINITY MAP
NO SCALE



FRESHWATER WETLAND AREAS			
"A"	0.173 AC.	"J"	0202 AC.
"B"	0.816 AC.	"JJ"	0.008 AC.
"C"	1.742 AC.	"JJJ"	0244 AC.
"D"	0.330 AC.	"K"	0037 AC
"E"	0.356 AC.		
"F"	0.776 AC		
"G"	0.326 AC		
"H"	0.448 AC.		

HIGHLAND - 179.60 AC. (DOESN'T INCLUDE WETLANDS)

I, ALBERT HEATLEY Jr., A REGISTERED SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED FRESHWATER WETLANDS "A"-"H" & "J"-"K". THE AREA WAS DETERMINED BY COORDINATE METHOD.

Albert Heatley Jr.
S.C.R.L.S. No. 3973-B
DATED-12/27/89

SOUTH CAROLINA REGISTERED LAND SURVEYOR 3973-B ALBERT HEATLEY, JR.

I, RICHARD J. RHODE, A REGISTERED SURVEYOR OF THE STATE OF SOUTH CAROLINA DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE PROPERTY AND ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THE PRECISION IS 1/10,000. THE AREA WAS DETERMINED BY COORDINATE METHOD.

Richard J. Rhode
S.C.R.L.S. No. 11366

SOUTH CAROLINA REGISTERED LAND SURVEYOR 11366 RICHARD J. RHODE

The approval of this plat by the permit authority of the subject property is based upon regulations which are dynamic and subject to change over time. By general delegation the permit authority of the Coastal Council may [illegible] to add, delete the right to assert permit jurisdiction [illegible] property whether shown or not.

NOTE:
1. THIS PLAT SHOWS EASEMENTS WHICH ARE OBVIOUS OR APPARENT TO THE SURVEYOR.
2. BEACH ACCESS FOR COUGAR AND OTTER ISLAND TO BE RESERVED AT AN AGREED LOCATION ACROSS THE LINKS COURSE TRACT.
3. THE LINKS COURSE TRACT IS TO BE USED FOR GOLF COURSE, CLUB HOUSE AND MAINTENANCE PURPOSES ONLY.

NOTE:
THE APPROVAL OF THIS PLAT DOES NOT OBLIGATE THE COUNTY OF CHARLESTON IN ANYWAY TO ACCEPT FOR MAINTENANCE, ANY OF THE ROADS OR EASEMENTS WITHIN THE SUBDIVISION.

LEGEND
PLATTED AREA

NOTE:

REVISED 6/6/90 - ADD WETLAND LINE (JURISDICTIONAL)
REVISED 6/7/90 - ADD LINE & AREA
COUGAR CRITICAL LINE & AREAS
ADD BKT. D, BEAR., DIST. & POINTS (C-JK)

LINE NO.	BEARING	DISTANCE
1	S46°31'57"E	27.04
2	N41°29'26"E	36.63
3	N63°17'43"E	37.41
4	N88°22'26"E	20.92
5	S73°37'33"E	38.74
6	N79°59'11"E	39.48
7	N17°51'37"E	23.00
8	N34°00'11"E	27.59
9	N75°05'12"E	45.24
10	N83°39'55"E	77.46
11	N 4°00'21"E	49.33
12	S88°51'32"E	53.81
13	S85°23'11"E	51.84
14	N76°25'09"E	42.29
15	S75°52'31"E	28.63
16	N36°40'42"E	21.72
17	N40°07'04"E	48.91
18	N57°33'39"E	23.20
19	N85°53'48"E	51.67
20	N74°45'46"E	44.20
21	N23°26'11"E	52.44
22	N57°09'30"E	37.38
23	N44°02'50"E	3.41
24	N65°45'57"E	44.74
25	S83°51'11"E	31.64
26	S86°33'27"E	25.43
27	N56°43'29"E	45.83
28	N59°44'09"E	49.27
29	S54°50'33"E	31.16
30	N61°53'42"E	110.82
31	N30°06'08"E	25.11
32	N 3°34'17"E	21.00
33	N42°05'13"E	31.43
34	N73°19'54"E	61.43
35	N62°34'18"E	61.32
36	N55°57'42"E	29.73
37	N56°34'56"E	49.54
38	S83°02'29"E	31.68
39	N41°23'02"E	44.00
40	N33°11'33"E	49.54
41	S 3°00'30"E	22.12
42	S 1°28'31"E	61.68
43	N59°40'37"E	28.36
44	S86°19'59"E	65.58
45	N63°29'04"E	42.58
46	S81°49'39"E	32.54
47	N62°13'02"E	35.66
48	S15°32'46"E	19.44
49	S 6°39'19"W	59.26
50	S 8°26'46"E	98.61
51	S11°28'08"W	32.53
52	S47°02'21"W	79.00
53	S88°15'52"W	91.64
54	S 5°10'20"W	96.39
55	S51°26'52"W	41.29
56	S48°06'46"W	53.35
57	S65°27'33"W	34.60
58	S56°15'45"W	57.48
59	S63°59'47"W	97.00
60	S61°[illegible]	96.67
61	S53°[illegible]	60.00
62	S58°[illegible]	26.15
63	N85°[illegible]	24.44
64	N37°50'47"W	23.70
65	S75°49'12"W	45.82
66	S14°20'19"E	48.53
67	S39°03'18"W	48.72
68	S52°10'23"W	51.95
69	S78°52'40"W	51.43
70	S16°31'05"E	15.72
71	S51°55'53"W	44.27
72	N82°32'47"W	41.99
73	S74°24'28"W	39.82
74	N52°29'30"W	30.25
75	S57°45'47"W	11.09
76	S 8°48'38"W	36.27
77	S18°02'42"W	45.42
78	N59°30'45"W	42.39
79	S30°13'39"W	41.55
80	N48°09'49"W	30.07
81	N70°01'37"W	[illegible]
82	S39°35'31"W	[illegible]
83	S 9°40'05"E	20.48
84	S20°32'23"W	50.54
85	S17°00'18"E	38.52
86	S55°24'31"W	27.32
87	S71°12'13"W	40.17
88	N43°28'09"W	44.59
89	S47°19'51"W	38.18
90	S15°36'42"W	45.56
91	N84°06'08"W	42.07
92	S27°26'23"W	65.65
93	N 9°00'40"E	54.40
94	N51°03'51"W	55.25
95	N30°15'12"W	46.99
96	S30°31'49"W	30.19
97	S23°45'17"W	27.72
98	S74°18'52"E	20.83
99	S25°23'42"E	45.91
100	N84°26'18"W	75.11
101	N84°35'34"W	6.03
102	S56°47'35"W	41.21
103	S52°20'44"E	23.24
104	S16°00'37"E	44.51
105	S80°26'02"E	81.97
106	N78°37'07"E	113.11
107	N50°40'38"E	45.33
108	S26°41'05"E	64.55
109	N80°56'24"E	31.95
110	N46°21'21"E	44.12

LINE NO.	BEARING	DISTANCE
111	N34°36'46"E	49.50
112	N11°34'12"E	33.25
113	N65°45'28"E	46.54
114	S33°26'07"E	27.06
115	S35°29'04"W	51.93
116	N87°34'41"E	70.66
117	N74°35'22"E	30.09
118	N50°41'38"E	54.93
119	N46°16'06"E	44.97
120	N54°58'30"E	46.78
121	S33°21'37"E	34.86
122	N48°19'01"E	55.55
123	N83°29'56"E	42.91
124	N50°41'15"E	54.69
125	N50°41'15"E	34.12
126	S63°58'33"E	29.13
127	S27°09'35"E	43.70
128	S46°11'25"W	69.56
129	S14°59'47"W	32.24
130	S38°37'26"W	28.41
131	S59°12'23"W	34.82
132	S23°36'39"W	17.43
133	S74°[illegible]	31.51
134	N[illegible]	34.71
135	N30°49'08"E	25.42
136	N73°09'55"E	37.37
137	N75°18'21"E	56.56
138	[illegible]	53.16
139	[illegible]	33.45
140	N80°45'51"E	54.78
141	N68°59'16"E	58.72
142	[illegible]	86.91
143	N87°16'05"E	63.94

LINE NO.	BEARING	DISTANCE
378	S23°05'44"E	37.[illegible]
379	S61°31'38"E	3.81
380	S80°56'33"E	13.17
381	S67°44'26"E	17.93
382	S72°24'54"E	24.21
383	S65°46'28"E	10.73
384	S84°00'32"E	11.08
385	S57°15'59"E	17.54
386	N85°15'08"E	17.25
387	N88°25'48"E	19.70
388	S55°08'26"E	23.02
389	N85°03'31"E	18.49
390	S69°22'07"E	23.43
391	S89°08'27"E	24.43
392	S68°43'49"E	20.28
393	S72°27'37"E	12.76
394	S70°47'58"E	24.05
395	S87°10'51"E	23.51
396	S58°54'26"E	23.30
397	N86°14'08"E	21.65

LINE NO.	BEARING	DISTANCE
	WETLAND "D"	
398	S72°45'59"E	64.67
399	N59°29'09"E	47.65
400	N63°08'20"E	38.90
401	N44°43'51"E	45.99
402	S84°49'40"E	40.38
403	N00°05'17"W	29.98
404	N46°38'22"E	54.09
405	N58°17'39"E	44.84
406	S83°46'26"E	41.70
407	S28°42'36"W	53.66
408	S44°38'44"W	76.75
409	S68°45'05"W	61.52
410	S34°33'33"W	38.97
411	S75°34'19"W	59.31
412	S58°10'30"W	85.73
413	S89°42'58"W	68.77
414	S36°58'34"W	45.11
415	S49°25'20"E	22.72
416	S 9°45'33"E	17.08
417	S78°17'26"E	15.50
418	N22°51'39"E	31.44
419	S60°11'02"E	36.54
420	N41°25'21"E	52.42
421	N58°34'50"E	34.91
422	S68°27'24"E	39.39
423	S16°00'37"E	44.51
424	S24°15'45"W	32.69
425	S59°39'05"W	19.04
426	S78°47'35"W	65.90
427	N41°31'21"W	40.93
428	S19°39'54"W	26.66
429	S67°30'53"W	35.08
430	N56°30'07"W	42.51
431	N56°24'35"W	63.40
432	S88°29'01"W	41.00
433	N53°47'29"E	61.50
434	N13°03'28"E	44.84
435	N28°22'05"E	25.69
436	N49°32'03"E	66.77

FRESHWATER WETLAND AREAS			
"A"	0.173 AC.	"J"	0.202 AC.
"B"	0.896 AC.	"JJ"	0.006 AC.
"C"	1.442 AC.	"JJ"	0.244 AC.
"D"	0.930 AC.	"K"	0.037 AC.
"E"	0.356 AC.		
"F"	0.776 AC.		
"G"	±0.325 AC.		
"H"	0.448 AC.		

HIGHLAND - (79.60 AC. (DOESN'T INCLUDE WETLANDS)

I, ALBERT HEATLEY JR., A REGISTERED SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED FRESHWATER WETLANDS "A" "H" & "J" "K". THE AREA WAS DETERMINED BY COORDINATE METHOD.

Albert Heatley Jr.

S.C.R.L.S. No. 3973-B

DATED 12/27/89

SOUTH CAROLINA REGISTERED LAND SURVEYOR 3973-B ALBERT HEATLEY, JR.

I, RICHARD J. RHODE, A REGISTERED SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THIS PROPERTY AND ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THE PRECISION IS 1/10,000. THE AREA WAS DETERMINED BY COORDINATE METHOD.

Richard J. Rhode

S.C.R.L.S. No. 11366

SOUTH CAROLINA REGISTERED LAND SURVEYOR 11366 RICHARD J. RHODE

The area shown on this plat is a general representation of Coastal Council permit authority on the subject property. Critical areas, by their nature, are dynamic and subject to change over time. By general delineating the permit authority of the Coastal Council, the Coastal Council in no way waives the right to assert permit jurisdiction in any critical area on the subject property whether shown or not.

NOTE:
1. THIS PLAT SHOWS EASEMENTS WHICH ARE OBVIOUS OR APPARENT TO THE SURVEYOR
2. BEACH ACCESS FOR COUGAR AND OTTER ISLAND TO BE RESERVED AT AN AGREED LOCATION ACROSS THE LINKS COURSE TRACT.
3. THE LINKS COURSE TRACT IS TO BE USED FOR GOLF COURSE, CLUB HOUSE AND MAINTENANCE PURPOSES ONLY.

The depiction of the forty (40) foot setback lines on this Plat is only representative. Approval representation of lines, and should not be relied upon as any way in determining whether or not a permit or other authorization must be issued from the Coastal Council or any other unit of government, for activity in conformity of the Beach Management Law (Section 48-39-270 through 360) or any part of any property. The methodology utilized in determining the exact location of the setback line on any particular piece of property is the South Carolina Coastal Council. The methodology employed is subject to be altered from time to time by the Coastal Council, and as such, persons should be aware that the actual location of the setback line may be different than the location shown hereon. Persons should not rely upon the setback lines as they appear hereon in establishing lines from GENERAL PLANNING PURPOSES.

NOTE:
THE APPROVAL OF THIS PLAT DOES NOT OBLIGATE THE COUNTY OF CHARLESTON OR ANY CITY TO ACCEPT FOR MAINTENANCE ANY OF THE ROADS OR EASEMENTS SHOWN HEREON.

NOTE:
MAINTENANCE OF ROAD RIGHT-OF-WAYS & DRAINAGE SYSTEMS WILL BE THE RESPONSIBILITY OF KIAWAH ISLAND COMMUNITY ASSOCIATION

REFERENCE PLATS BY:
1. JERRY L. RICHARDSON
PLAT BK. AV PG. 28
AN 10
AN 12
2. JOSIAH N. WILLIAMS III
PLAT BK. AU PG. 129
AU 138
AU 127
AU 137
BN 41
BH 154
BJ 63
BJ 11
AV 23
AV 22
BP 114
3. ALBERT HEATLEY, JR.
PLAT BK. AE PG. 36
AE 37
AE 38
AE 39
AE 40
AE 41
AE 42
4. UNRECORDED PLAT BY AYERS & ASSOC. OSPREY BEACH SUBDIVISION

TAX MAP NUMBER
207-00-00-002

NOTE:
STATE PLANE COORDINATES ARE BASED ON CONTROL MONUMENTS SET BY DAVIS & FLOYD, INC. CHARLESTON, S.C.

GRAPHIC SCALE
200 100 0 200 400

LEGEND
POINT NUMBER (FOR COMPUTER REFERENCE ONLY)
LINE NUMBER

LEGEND
CRITICAL LINE
SCCC SETBACK LINE
SCCC MON LINE
WETLAND
BASE LINE
POINT (NOT SURVEYED)
PLATTED AREA

VICINITY MAP
NO. SCALE

PLAT
SHOWING
LINKS COURSE TRACT
PROPERTY OF
KIAWAH RESORT ASSOCIATES
LOCATED
KIAWAH ISLAND
CHARLESTON COUNTY, S.C.
SCALE: 1" = 200'
FEB. 6, 1989

DAVIS & FLOYD, INC.
POST OFFICE BOX 1024
CHARLESTON, S.C.
PHONE (803) 554-8602

SHEET 3 OF 6

REVISED: 6/15/89 - ADD WETLAND "J", "J", & "J-2"
REVISED: 12/27/89 - REVISE WETLANDS "J", "J", AND "K", & "K-2" CRITICAL LINE & AREAS ADD INT. 2, BEARC, DIST. & POINTS TO JAN

C.E.H. L.C.V. 6255

B J 248 PG 541

LINE DATA

FROM	230	TO	229	IS	N22 21 00 E – 33.95
FROM	229	TO	228	IS	N50 04 33 E – 36.59
FROM	228	TO	227	IS	S78 42 17 E – 41.72
FROM	227	TO	226	IS	N36 27 23 E – 54.71
FROM	226	TO	225	IS	S32 17 54 E – 54.23
FROM	225	TO	224	IS	S09 48 20 E – 33.35
FROM	224	TO	223	IS	S46 55 07 E – 28.24
FROM	223	TO	222	IS	S89 17 57 E – 56.83
FROM	222	TO	221	IS	N88 11 14 E – 34.27
FROM	221	TO	220	IS	S83 14 33 E – 52.56
FROM	220	TO	219	IS	S76 20 52 E – 33.50
FROM	219	TO	218	IS	N30 28 49 E – 35.32
FROM	218	TO	217	IS	N78 15 45 E – 34.33
FROM	217	TO	216	IS	S61 17 36 E – 21.92
FROM	216	TO	215	IS	S82 45 32 E – 52.86
FROM	215	TO	214	IS	N32 41 12 E – 25.75
FROM	214	TO	213	IS	N78 22 02 E – 24.12
FROM	213	TO	212	IS	S43 44 00 E – 13.85
FROM	212	TO	211	IS	N54 19 45 E – 23.38
FROM	211	TO	210	IS	N82 27 18 E – 59.25
FROM	210	TO	209	IS	S66 45 47 E – 33.79
FROM	209	TO	208	IS	N74 36 32 E – 18.76
FROM	208	TO	207	IS	S01 34 20 E – 26.54
FROM	207	TO	206	IS	S33 29 15 E – 55.19
FROM	206	TO	205	IS	N68 16 17 E – 34.19
FROM	205	TO	204	IS	N20 36 05 E – 33.17
FROM	204	TO	203	IS	N02 36 21 E – 23.84
FROM	203	TO	202	IS	N00 02 28 E – 37.55
FROM	202	TO	201	IS	S87 17 51 E – 20.29
FROM	201	TO	200	IS	N88 48 03 E – 24.48
FROM	200	TO	199	IS	N82 27 18 E – 12.82
FROM	199	TO	198	IS	N25 38 52 E – 12.20
FROM	198	TO	197	IS	N88 06 10 W – 24.14
FROM	197	TO	196	IS	N08 59 17 W – 40.24
FROM	196	TO	195	IS	N80 11 35 W – 22.27
FROM	195	TO	194	IS	N49 12 05 W – 34.88
FROM	194	TO	193	IS	N04 59 45 E – 42.09
FROM	193	TO	192	IS	N28 09 39 E – 22.89
FROM	192	TO	191	IS	S54 59 32 E – 26.11
FROM	191	TO	190	IS	N12 19 05 E – 36.69
FROM	190	TO	189	IS	N65 28 30 E – 33.03
FROM	189	TO	187	IS	N52 21 41 E – 47.09
FROM	187	TO	186	IS	N35 05 48 E – 79.59
FROM	186	TO	185	IS	S45 44 04 E – 35.58
FROM	185	TO	184	IS	S21 10 48 W – 36.68
FROM	184	TO	183	IS	N64 54 50 E – 18.01
FROM	183	TO	182	IS	S43 32 01 E – 14.66
FROM	182	TO	181	IS	N73 20 30 E – 63.74
FROM	181	TO	180	IS	N78 02 38 E – 41.22
FROM	180	TO	179	IS	N67 31 37 E – 39.93
FROM	179	TO	178	IS	S62 52 10 E – 24.19
FROM	178	TO	177	IS	N52 50 18 E – 40.58
FROM	177	TO	176	IS	S33 19 34 E – 24.97
FROM	176	TO	175	IS	S49 06 20 E – 27.56
FROM	175	TO	174	IS	S55 11 37 E – 25.12
FROM	174	TO	173	IS	S04 13 54 E – 17.27
FROM	173	TO	172	IS	S74 08 29 E – 27.29
FROM	172	TO	171	IS	S72 52 43 E – 32.89
FROM	171	TO	170	IS	S83 03 20 E – 35.87
FROM	170	TO	169	IS	S26 50 23 E – 13.74
FROM	169	TO	168	IS	S57 29 54 E – 33.81
FROM	168	TO	167	IS	N59 13 22 E – 25.37
FROM	167	TO	166	IS	N46 48 00 E – 24.76
FROM	166	TO	164	IS	N89 21 47 E – 42.70
FROM	164	TO	163	IS	S88 19 54 E – 38.90
FROM	163	TO	162	IS	N47 39 43 E – 12.63
FROM	162	TO	161	IS	N52 02 44 E – 28.57
FROM	161	TO	160	IS	N01 16 17 W – 15.05
FROM	160	TO	159	IS	N85 30 47 E – 28.08
FROM	159	TO	158	IS	S80 36 54 E – 25.75
FROM	158	TO	157	IS	S02 44 21 W – 20.96
FROM	157	TO	156	IS	N76 42 31 E – 34.87
FROM	156	TO	155	IS	N13 56 11 W – 17.16
FROM	155	TO	154	IS	N65 19 53 E – 26.19
FROM	154	TO	153	IS	N84 51 47 E – 25.72
FROM	153	TO	152	IS	N88 56 18 E – 40.78
FROM	152	TO	151	IS	S13 30 42 E – 31.58
FROM	151	TO	150	IS	S52 58 17 W – 18.21
FROM	150	TO	149	IS	S88 30 26 W – 18.84
FROM	149	TO	148	IS	S44 25 58 W – 28.92
FROM	148	TO	147	IS	S74 11 51 W – 23.00
FROM	147	TO	146	IS	S04 11 27 W – 19.35
FROM	146	TO	145	IS	S30 17 36 W – 21.09
FROM	145	TO	144	IS	N88 05 33 E – 16.84
FROM	144	TO	142	IS	N27 03 34 E – 38.03
FROM	143	TO	142	IS	S18 12 55 E – 11.26
FROM	142	TO	141	IS	N83 29 57 E – 11.58
FROM	141	TO	140	IS	N31 50 03 E – 23.34
FROM	140	TO	139	IS	S07 25 43 E – 21.58
FROM	139	TO	138	IS	S49 52 03 W – 27.39
FROM	138	TO	137	IS	S44 41 50 W – 19.44
FROM	137	TO	136	IS	S45 13 W – 37.45
FROM	136	TO	135	IS	S85 50 25 W – 28.15
FROM	135	TO	134	IS	N10 00 08 E – 20.96
FROM	134	TO	133	IS	S50 04 39 W – 19.08
FROM	133	TO	132	IS	S82 01 00 W – 27.87
FROM	132	TO	131	IS	S30 54 53 E – 8.86
FROM	131	TO	130	IS	S84 44 45 E – 22.38
FROM	130	TO	129	IS	S35 07 35 W – 37.09
FROM	129	TO	128	IS	S52 37 41 W – 36.07
FROM	128	TO	127	IS	S47 41 14 W – 25.67
FROM	127	TO	126	IS	S85 24 03 W – 27.63
FROM	126	TO	125	IS	S38 39 56 W – 29.70
FROM	125	TO	124	IS	S12 47 22 W – 16.55
FROM	124	TO	123	IS	S21 42 53 W – 11.89
FROM	123	TO	122	IS	S15 10 53 E – 23.84
FROM	122	TO	121	IS	S38 02 34 E – 20.16
FROM	121	TO	120	IS	N68 09 01 E – 16.77
FROM	120	TO	119	IS	S18 52 31 E – 37.41
FROM	119	TO	118	IS	N59 57 44 E – 28.42
FROM	118	TO	117	IS	N65 23 42 E – 28.90
FROM	117	TO	116	IS	N88 38 55 E – 18.40
FROM	116	TO	115	IS	S02 14 54 W – 46.15
FROM	115	TO	114	IS	N89 35 49 E – 41.02
FROM	114	TO	113	IS	N79 07 58 E – 36.29
FROM	113	TO	112	IS	S52 53 04 E – 17.20
FROM	112	TO	111	IS	S09 12 49 E – 27.89
FROM	111	TO	110	IS	S04 30 25 E – 31.75
FROM	110	TO	109	IS	S79 27 08 W – 11.04
FROM	109	TO	108	IS	S62 15 04 E – 36.81
FROM	108	TO	107	IS	S77 26 27 E – 25.63
FROM	107	TO	106	IS	S89 29 21 E – 37.89
FROM	106	TO	105	IS	N65 57 35 E – 28.97
FROM	105	TO	104	IS	N13 07 53 E – 26.75
FROM	104	TO	103	IS	N13 07 53 E – 27.98
FROM	103	TO	102	IS	N48 19 07 E – 47.98
FROM	102	TO	101	IS	S51 08 08 E – 40.92
FROM	101	TO	100	IS	S03 59 18 W – 25.08
FROM	100	TO	99	IS	S27 32 28 E – 27.40
FROM	99	TO	98	IS	S05 50 13 E – 10.40
FROM	98	TO	97	IS	N85 57 03 E – 21.34
FROM	97	TO	96	IS	S62 27 23 E – 24.43
FROM	96	TO	95	IS	N75 46 46 E – 7.31
FROM	95	TO	94	IS	S25 45 14 W – 31.62
FROM	94	TO	93	IS	S68 57 05 W – 31.33
FROM	93	TO	92	IS	S51 05 14 E – 46.82
FROM	92	TO	91	IS	S83 12 30 E – 38.89
FROM	91	TO	90	IS	N82 27 18 E – 31.80
FROM	90	TO	89	IS	S72 56 53 E – 5.32
FROM	89	TO	88	IS	N80 57 18 E – 36.48
FROM	88	TO	87	IS	S70 46 44 E – 27.77
FROM	87	TO	86	IS	N77 38 32 E – 35.67
FROM	86	TO	85	IS	S49 29 52 E – 53.08
FROM	85	TO	84	IS	S39 56 51 E – 44.83
FROM	84	TO	83	IS	S83 31 41 E – 25.43
FROM	83	TO	82	IS	S81 01 33 E – 41.92
FROM	82	TO	1177	IS	S87 33 02 E – 55.22
FROM	1177	TO	1176	IS	S77 28 29 E – 33.07
FROM	1176	TO	1175	IS	S20 25 20 E – 45.56
FROM	1175	TO	1174	IS	S68 59 13 E – 74.23
FROM	1174	TO	1173	IS	N07 19 57 W – 29.08
FROM	1173	TO	1172	IS	N28 33 07 W – 57.18
FROM	1172	TO	1171	IS	N63 34 31 W – 79.80
FROM	1171	TO	80	IS	N64 43 29 W – 22.94
FROM	80	TO	79	IS	N28 28 27 W – 6.36
FROM	79	TO	78	IS	N39 39 51 W – 33.33
FROM	78	TO	77	IS	N12 13 15 E – 50.74
FROM	77	TO	76	IS	N81 50 04 E – 27.08
FROM	76	TO	75	IS	N81 10 20 E – 36.07
FROM	75	TO	74	IS	N06 26 39 W – 34.76
FROM	74	TO	73	IS	S71 03 03 E – 18.97
FROM	73	TO	72	IS	S58 38 54 E – 35.11
FROM	72	TO	71	IS	S82 55 31 E – 40.94
FROM	71	TO	70	IS	S18 14 21 E – 25.35
FROM	70	TO	69	IS	S80 38 44 E – 82.77
FROM	69	TO	68	IS	S59 30 17 E – 85.15
FROM	68	TO	67	IS	N78 02 38 E – 46.83
FROM	67	TO	66	IS	S29 02 25 E – 22.04
FROM	66	TO	65	IS	N13 31 34 E – 29.73
FROM	65	TO	64	IS	N29 53 35 E – 45.17
FROM	64	TO	63	IS	N16 03 58 E – 70.55
FROM	63	TO	62	IS	N75 42 48 E – 50.65
FROM	62	TO	61	IS	N88 14 56 E – 37.44
FROM	61	TO	60	IS	N50 28 08 E – 28.88
FROM	60	TO	59	IS	N62 03 47 E – 30.88
FROM	59	TO	58	IS	N82 12 07 E – 34.90
FROM	58	TO	57	IS	S74 41 57 E – 16.97
FROM	57	TO	56	IS	N57 52 06 E – 19.23
FROM	56	TO	561	IS	N23 48 58 W – 14.37
FROM	561	TO	562	IS	S74 13 36 W – 28.53
FROM	562	TO	563	IS	N13 07 53 E – 24.99
FROM	563	TO	55	IS	N87 21 51 E – 22.05
FROM	55	TO	54	IS	N32 09 46 E – 16.52
FROM	54	TO	53	IS	N64 25 28 W – 12.08
FROM	53	TO	521	IS	S55 55 15 W – 57.00
FROM	521	TO	52	IS	N17 23 58 E – 19.78
FROM	52	TO	511	IS	S39 51 30 W – 53.60
FROM	511	TO	51	IS	N19 08 16 E – 19.14
FROM	51	TO	50	IS	S48 34 22 W – 27.81
FROM	50	TO	491	IS	S42 18 04 W – 50.50
FROM	491	TO	49	IS	N25 40 44 E – 26.23
FROM	49	TO	48	IS	N74 57 53 W – 25.92
FROM	48	TO	47	IS	N16 08 34 E – 16.15
FROM	47	TO	46	IS	N08 58 51 E – 26.79
FROM	46	TO	45	IS	N50 37 31 E – 25.05
FROM	45	TO	44	IS	N25 35 00 W – 40.53
FROM	44	TO	43	IS	N28 48 38 E – 24.89
FROM	43	TO	42	IS	N02 01 47 W – 22.74
FROM	42	TO	41	IS	N24 20 44 E – 25.67
FROM	41	TO	40	IS	N35 23 28 W – 23.39
FROM	40	TO	39	IS	N79 50 17 W – 47.03
FROM	39	TO	38	IS	S79 42 45 W – 44.87
FROM	38	TO	37	IS	N24 52 21 W – 49.23
FROM	37	TO	36	IS	N19 13 38 E – 41.15
FROM	36	TO	35	IS	N09 49 14 W – 18.90
FROM	35	TO	34	IS	S37 03 57 W – 36.72
FROM	34	TO	33	IS	S32 20 02 W – 27.69
FROM	33	TO	32	IS	N57 52 17 W – 23.63
FROM	32	TO	31	IS	N67 56 51 W – 72.66
FROM	31	TO	30	IS	N05 52 01 E – 28.42
FROM	30	TO	29	IS	N54 29 02 E – 36.20
FROM	29	TO	28	IS	N17 34 52 W – 60.48
FROM	28	TO	27	IS	N55 12 41 E – 14.99
FROM	27	TO	26	IS	S78 47 47 E – 22.34
FROM	26	TO	25	IS	N67 20 10 E – 19.79
FROM	25	TO	24	IS	N50 42 46 W – 31.35
FROM	24	TO	23	IS	N16 24 10 W – 57.28
FROM	23	TO	22	IS	N26 57 38 W – 22.28
FROM	22	TO	21	IS	N88 05 08 W – 49.67
FROM	21	TO	20	IS	N21 52 01 E – 39.63
FROM	20	TO	19	IS	S55 58 01 E – 75.02
FROM	19	TO	18	IS	S52 29 10 E – 47.89
FROM	18	TO	17	IS	S07 21 33 E – 76.31
FROM	17	TO	16	IS	S72 53 17 E – 60.43
FROM	16	TO	15	IS	S35 27 21 E – 84.47
FROM	15	TO	14	IS	S81 09 20 E – 51.86
FROM	14	TO	13	IS	S45 36 57 E – 50.25
FROM	13	TO	12	IS	S13 27 00 E – 49.94
FROM	12	TO	11	IS	S72 31 55 E – 41.11
FROM	11	TO	10	IS	N53 22 25 E – 70.74
FROM	10	TO	9	IS	N70 21 13 E – 33.49
FROM	9	TO	8	IS	N79 19 22 E – 48.54
FROM	8	TO	7	IS	N40 38 05 E – 35.49
FROM	7	TO	6	IS	N31 05 20 E – 34.87
FROM	6	TO	5	IS	N74 41 07 W – 36.65
FROM	5	TO	4	IS	N05 02 10 W – 61.13

ISLAND 1

FROM	701	TO	702	IS	N21 19 01 W – 28.76
FROM	702	TO	703	IS	N03 22 13 E – 37.91
FROM	703	TO	704	IS	N20 20 57 E – 84.31
FROM	704	TO	705	IS	N51 05 32 W – 27.92
FROM	705	TO	706	IS	N33 49 52 W – 27.39
FROM	706	TO	707	IS	S70 48 24 W – 19.53
FROM	707	TO	708	IS	N72 21 29 W – 54.16
FROM	708	TO	709	IS	N00 52 28 E – 21.19
FROM	709	TO	710	IS	N42 43 47 W – 34.91
FROM	710	TO	711	IS	N08 54 29 W – 41.42
FROM	711	TO	712	IS	N87 22 22 W – 22.55
FROM	712	TO	713	IS	S41 43 29 W – 32.78
FROM	713	TO	714	IS	S78 51 50 W – 29.97
FROM	714	TO	715	IS	N33 09 16 W – 31.70
FROM	715	TO	716	IS	S84 11 48 W – 15.82
FROM	716	TO	717	IS	S12 08 31 W – 76.77
FROM	717	TO	718	IS	N56 14 52 W – 46.18
FROM	718	TO	719	IS	N33 45 45 W – 21.55
FROM	719	TO	720	IS	S77 20 34 W – 31.03
FROM	720	TO	721	IS	S70 46 44 E – 32.81
FROM	721	TO	722	IS	S01 27 17 W – 22.28
FROM	722	TO	723	IS	S13 25 09 W – 52.40
FROM	723	TO	724	IS	S18 29 14 W – 45.76
FROM	724	TO	725	IS	S12 08 07 E – 70.16
FROM	725	TO	726	IS	S52 00 28 E – 62.03
FROM	726	TO	727	IS	N88 22 23 E – 43.74
FROM	727	TO	728	IS	S44 25 10 E – 45.19
FROM	728	TO	729	IS	S23 25 05 W – 38.42
FROM	729	TO	730	IS	S33 42 53 E – 44.26
FROM	730	TO	731	IS	S87 35 12 E – 20.95
FROM	731	TO	732	IS	N08 32 53 E – 18.78
FROM	732	TO	733	IS	S45 45 58 E – 14.03
FROM	733	TO	734	IS	S67 53 52 E – 37.22
FROM	734	TO	735	IS	N65 45 09 E – 36.28
FROM	735	TO	736	IS	N79 12 02 E – 47.76
FROM	736	TO	737	IS	N41 00 12 E – 76.42
FROM	737	TO	701	IS	N28 41 34 E – 29.44

ISLAND 2

FROM	801	TO	802	IS	N10 17 20 E – 52.31
FROM	802	TO	803	IS	N12 53 38 W – 34.69
FROM	803	TO	804	IS	N28 05 42 E – 21.04
FROM	804	TO	805	IS	N69 33 25 E – 42.17
FROM	805	TO	806	IS	N23 58 25 E – 63.74
FROM	806	TO	807	IS	N13 15 18 E – 51.03
FROM	807	TO	808	IS	N58 54 35 E – 75.08
FROM	808	TO	809	IS	S17 23 36 E – 59.39
FROM	809	TO	810	IS	N88 48 35 E – 77.75
FROM	810	TO	811	IS	N74 27 – E – 56.62
FROM	811	TO	812	IS	N19 50 43 E – 10.31
FROM	812	TO	813	IS	S35 43 22 W – 54.45
FROM	813	TO	814	IS	S88 04 08 E – 14.28
FROM	814	TO	815	IS	N46 18 36 E – 31.02
FROM	815	TO	816	IS	N74 23 24 E – 25.97
FROM	816	TO	817	IS	S26 01 53 E – 38.53
FROM	817	TO	818	IS	S25 37 06 W – 45.31
FROM	818	TO	819	IS	S48 07 35 W – 36.81
FROM	819	TO	820	IS	S90 02 20 E – 29.81
FROM	820	TO	821	IS	S51 32 E – 16.38
FROM	822	TO	823	IS	S19 37 12 W – 47.71
FROM	823	TO	824	IS	S38 48 33 W – 35.29
FROM	824	TO	825	IS	S19 21 45 W – 15.43
FROM	825	TO	826	IS	S80 12 28 W – 43.32
FROM	826	TO	827	IS	S86 49 35 W – 58.38
FROM	827	TO	828	IS	S85 32 10 W – 37.22
FROM	828	TO	829	IS	N32 43 27 W – 16.85
FROM	829	TO	830	IS	S50 59 33 W – 22.74
FROM	830	TO	831	IS	N85 52 56 W – 38.71
FROM	831	TO	832	IS	S82 36 46 W – 37.29
FROM	832	TO	833	IS	N74 51 43 W – 22.08
FROM	833	TO	834	IS	N39 29 47 E – 12.50
FROM	834	TO	835	IS	S89 55 29 E – 36.46
FROM	835	TO	836	IS	N60 40 39 E – 23.31
FROM	836	TO	837	IS	S72 06 40 E – 32.75
FROM	837	TO	838	IS	N49 19 48 E – 33.61
FROM	838	TO	839	IS	S83 11 01 E – 26.86
FROM	839	TO	840	IS	N56 18 03 E – 29.81
FROM	840	TO	841	IS	S87 06 37 W – 44.02
FROM	841	TO	842	IS	S85 15 14 W – 30.27
FROM	842	TO	801	IS	N77 43 41 W – 47.39

ISLAND 3

FROM	901	TO	902	IS	N30 48 23 W – 19.02
FROM	902	TO	903	IS	N43 15 55 E – 18.27
FROM	903	TO	904	IS	N12 42 42 E – 44.64
FROM	904	TO	905	IS	S42 11 18 E – 47.28
FROM	905	TO	906	IS	S00 29 22 W – 21.04
FROM	906	TO	901	IS	S85 50 57 W – 46.07

ISLAND 4

FROM	911	TO	912	IS	N22 40 29 E – 31.22
FROM	912	TO	913	IS	N68 31 01 E – 43.79
FROM	913	TO	914	IS	N33 48 13 E – 39.36
FROM	914	TO	915	IS	N47 43 48 E – 53.63
FROM	915	TO	916	IS	N39 54 24 E – 23.49
FROM	916	TO	917	IS	N72 11 12 W – 63.84
FROM	917	TO	918	IS	N60 27 21 W – 21.87
FROM	918	TO	919	IS	S57 58 55 W – 33.02
FROM	919	TO	920	IS	N83 00 31 W – 22.71
FROM	920	TO	921	IS	N84 28 19 W – 12.51
FROM	921	TO	922	IS	S06 04 33 W – 35.19
FROM	922	TO	923	IS	S13 50 01 E – 48.86
FROM	923	TO	924	IS	S03 45 42 W – 23.09
FROM	924	TO	911	IS	S84 23 36 E – 28.43

CRITICAL LINE

FROM	301	TO	302	IS	N13 12 21 W – 47.94
FROM	302	TO	303	IS	N22 16 03 E – 52.98
FROM	303	TO	304	IS	N38 59 00 W – 40.63
FROM	304	TO	305	IS	N39 06 56 W – 35.85
FROM	305	TO	306	IS	N41 43 47 E – 28.70
FROM	306	TO	307	IS	N25 10 01 E – 21.78
FROM	307	TO	308	IS	S78 26 55 E – 13.74
FROM	308	TO	309	IS	S38 52 19 E – 31.36
FROM	309	TO	310	IS	N24 00 47 E – 61.30
FROM	310	TO	311	IS	N40 18 36 W – 38.38
FROM	311	TO	312	IS	N27 52 54 E – 29.68
FROM	312	TO	313	IS	N66 41 37 W – 19.97
FROM	313	TO	314	IS	N13 07 58 E – 27.85
FROM	314	TO	315	IS	N85 34 03 W – 38.84
FROM	315	TO	316	IS	S26 32 34 W – 43.85
FROM	316	TO	317	IS	S44 02 41 E – 29.50
FROM	317	TO	318	IS	S75 34 22 E – 13.92
FROM	318	TO	319	IS	S24 59 31 W – 19.49
FROM	319	TO	320	IS	N61 47 10 W – 19.13
FROM	320	TO	321	IS	S73 28 15 W – 29.22
FROM	321	TO	322	IS	S58 37 31 W – 27.03
FROM	322	TO	323	IS	S02 08 58 E – 22.25
FROM	323	TO	325	IS	N71 21 34 W – 22.73
FROM	325	TO	326	IS	S14 39 46 W – 11.14
FROM	326	TO	327	IS	N65 39 15 W – 45.06
FROM	327	TO	328	IS	N82 32 42 E – 33.34
FROM	328	TO	329	IS	N13 02 02 E – 17.78
FROM	329	TO	330	IS	N43 23 13 E – 20.63
FROM	330	TO	331	IS	N22 12 40 W – 28.75
FROM	331	TO	332	IS	N66 39 19 W – 39.58
FROM	332	TO	333	IS	S72 23 09 W – 31.73
FROM	333	TO	334	IS	N88 42 32 E – 24.25
FROM	334	TO	335	IS	S70 52 10 W – 30.35
FROM	335	TO	338	IS	N16 30 03 E – 22.51
FROM	336	TO	338	IS	N04 38 04 E – 20.33
FROM	338	TO	339	IS	N62 53 30 E – 7.69
FROM	339	TO	340	IS	N00 19 37 E – 37.49
FROM	340	TO	342	IS	S76 56 41 W – 28.41
FROM	342	TO	343	IS	N25 58 29 E – 33.16
FROM	343	TO	344	IS	N44 45 51 E – 34.58
FROM	344	TO	345	IS	S89 50 44 W – 17.09
FROM	345	TO	346	IS	S53 16 52 E – 38.84
FROM	346	TO	347	IS	S64 02 14 W – 48.24
FROM	347	TO	348	IS	S04 49 27 W – 32.47
FROM	348	TO	349	IS	N83 59 42 W – 20.78
FROM	349	TO	350	IS	S26 19 16 W – 10.05
FROM	350	TO	351	IS	N07 10 22 W – 51.23
FROM	351	TO	352	IS	N56 47 27 E – 41.81
FROM	352	TO	353	IS	N12 13 11 E – 41.41
FROM	353	TO	354	IS	S88 30 09 E – 54.45
FROM	354	TO	355	IS	N66 08 48 W – 65.71
FROM	355	TO	356	IS	N85 27 47 W – 38.48
FROM	356	TO	357	IS	N27 40 32 W – 28.75
FROM	357	TO	358	IS	N52 29 48 W – 38.98
FROM	358	TO	359	IS	N59 30 30 W – 80.33
FROM	359	TO	360	IS	N40 05 06 W – 25.19
FROM	360	TO	361	IS	S26 00 43 E – 41.28
FROM	361	TO	362	IS	S07 52 35 W – 25.67
FROM	362	TO	363	IS	S39 31 57 W – 30.17
FROM	363	TO	364	IS	S77 51 51 W – 41.66
FROM	364	TO	365	IS	N83 24 09 W – 38.94
FROM	365	TO	366	IS	N34 55 58 E – 42.41
FROM	366	TO	367	IS	N65 29 31 E – 76.85
FROM	367	TO	368	IS	N11 13 07 E – 13.25
FROM	368	TO	369	IS	N17 12 42 E – 34.64
FROM	369	TO	370	IS	S79 27 48 W – 71.03
FROM	370	TO	371	IS	S84 14 25 W – 40.89
FROM	371	TO	372	IS	S81 19 38 W – 47.97
FROM	372	TO	373	IS	N78 01 39 W – 66.03
FROM	373	TO	374	IS	N37 06 24 W – 39.65
FROM	374	TO	375	IS	S54 57 39 W – 70.14
FROM	375	TO	376	IS	S12 22 29 E – 32.71
FROM	376	TO	377	IS	N83 34 37 W – 41.37
FROM	377	TO	378	IS	S17 50 46 W – 28.50
FROM	378	TO	379	IS	N53 13 27 W – 21.07
FROM	379	TO	380	IS	S24 29 28 E – 58.70
FROM	380	TO	381	IS	S41 37 08 E – 24.01
FROM	381	TO	382	IS	N77 54 30 E – 51.04
FROM	382	TO	383	IS	N81 12 04 E – 45.05
FROM	383	TO	384	IS	S62 26 55 E – 35.32
FROM	384	TO	385	IS	S59 17 37 W – 48.06
FROM	385	TO	386	IS	S40 38 23 E – 34.28
FROM	386	TO	387	IS	N54 35 22 E – 51.80
FROM	387	TO	388	IS	N82 53 23 E – 37.35
FROM	388	TO	389	IS	S43 16 48 E – 46.23
FROM	389	TO	390	IS	S87 00 26 E – 41.12
FROM	390	TO	391	IS	S26 45 23 W – 39.20
FROM	391	TO	392	IS	S59 38 05 W – 44.7
FROM	392	TO	393	IS	S00 33 05 E – 24.92
FROM	393	TO	394	IS	S34 38 50 E – 47.89
FROM	394	TO	395	IS	S82 10 35 E – 73.56
FROM	395	TO	396	IS	N64 20 20 E – 23.17
FROM	396	TO	397	IS	S48 20 33 E – 30.08
FROM	397	TO	398	IS	S04 05 12 W – 61.36
FROM	398	TO	399	IS	S65 14 08 E – 63.81
FROM	399	TO	400	IS	S87 06 18 E – 53.82
FROM	400	TO	401	IS	S09 18 48 E – 36.95
FROM	401	TO	402	IS	S51 19 41 E – 71.00
FROM	402	TO	403	IS	S78 40 45 E – 73.34
FROM	403	TO	404	IS	S85 43 05 E – 21.39
FROM	404	TO	405	IS	N60 39 21 E – 39.91
FROM	405	TO	301	IS	S80 18 23 E – 61.68

WETLAND "A"

FROM	1281	TO	1282	IS	N55 27 58 E – 21.75
FROM	1282	TO	1283	IS	S88 00 16 E – 35.29
FROM	1283	TO	1284	IS	N41 09 27 E – 25.58
FROM	1284	TO	1285	IS	N18 48 34 E – 27.52
FROM	1285	TO	1286	IS	N25 36 08 W – 37.30
FROM	1286	TO	1287	IS	S71 16 33 W – 40.12
FROM	1287	TO	1288	IS	N62 38 13 W – 34.16
FROM	1288	TO	1289	IS	S43 19 16 W – 47.25
FROM	1289	TO	1290	IS	S37 36 53 W – 31.58
FROM	1290	TO	1291	IS	S45 22 48 W – 42.20
FROM	1291	TO	1292	IS	S34 00 47 W – 43.78
FROM	1292	TO	1293	IS	S40 01 07 E – 15.60
FROM	1293	TO	1294	IS	N82 39 07 E – 52.79
FROM	1

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CRITICAL LINE (SHT 2)

FROM	1110	TO	1111	IS	N04	15	30	W	1815.84
FROM	1111	TO	1112	IS	N81	09	45	E	45.29
FROM	1112	TO	1113	IS	N49	24	03	E	26.64
FROM	1113	TO	1114	IS	N75	12	05	E	97.75

CRITICAL LINE (SHT 3)

FROM	1101	TO	1102	IS	(N32	06	56	W	24.94
FROM	1102	TO	1103	IS	S58	19	30	W	14.69
FROM	1103	TO	1104	IS	S58	38	56	E	11.68
FROM	1104	TO	1105	IS	S32	31	06	E	14.83

ISLAND 6

FROM	201	TO	202	IS	N34	08	15	W	31.60
FROM	202	TO	203	IS	S37	15	32	W	22.69
FROM	203	TO	204	IS	S43	14	41	E	33.04
FROM	204	TO	205	IS	S15	02	14	W	12.69
FROM	205	TO	206	IS	S64	30	14	W	32.21
FROM	206	TO	207	IS	S67	43	44	E	65.24
FROM	207	TO	208	IS	S43	28	12	E	40.20
FROM	208	TO	209	IS	N22	03	17	E	31.10
FROM	209	TO	210	IS	N53	44	33	E	40.04
FROM	210	TO	201	IS	N06	48	10	W	82.49

ADDITIONAL LINE DATA

FROM	250	TO	249	IS	N55	31	42	E	40.14
FROM	249	TO	248	IS	S77	43	06	E	30.81
FROM	248	TO	247	IS	N63	10	42	E	45.82
FROM	247	TO	246	IS	S38	39	32	E	45.98
FROM	246	TO	245	IS	S06	23	54	W	62.35
FROM	245	TO	244	IS	S05	47	22	W	41.82
FROM	244	TO	243	IS	S07	29	48	W	83.29
FROM	243	TO	242	IS	S39	02	24	W	82.73
FROM	242	TO	241	IS	S19	03	20	W	39.54
FROM	241	TO	240	IS	S39	15	40	W	27.32
FROM	240	TO	239	IS	S70	53	49	W	36.64
FROM	239	TO	238	IS	S40	21	28	W	49.35
FROM	238	TO	237	IS	S18	37	49	W	34.97
FROM	237	TO	236	IS	S40	06	32	W	34.21
FROM	236	TO	235	IS	S39	07	34	E	15.66
FROM	235	TO	234	IS	N65	16	08	E	92.85
FROM	234	TO	233	IS	S38	01	18	E	39.72
FROM	233	TO	232	IS	S23	20	24	E	27.96
FROM	232	TO	231	IS	S67	41	39	E	33.07
FROM	231	TO	230	IS	N72	11	20	E	38.52
FROM	230	TO	229	IS	N22	21	00	E	33.93

WETLAND "C"

FROM	4034	TO	4001	IS	N42	57	30	W	5.68
FROM	4001	TO	4000	IS	N32	14	46	E	43.71
FROM	4000	TO	4002	IS	N80	14	37	E	71.84
FROM	4002	TO	4003	IS	S53	24	56	E	45.81
FROM	4003	TO	4004	IS	S45	38	24	E	45.15
FROM	4004	TO	4005	IS	S79	31	21	E	18.83
FROM	4005	TO	4006	IS	N52	08	19	E	42.19
FROM	4006	TO	4007	IS	S55	49	38	E	41.43
FROM	4007	TO	4008	IS	S85	11	52	E	43.96
FROM	4008	TO	4009	IS	S89	35	20	E	23.38
FROM	4009	TO	4010	IS	S72	34	05	E	54.72
FROM	4010	TO	4011	IS	S82	03	42	E	33.45
FROM	4011	TO	4012	IS	S79	20	31	W	53.38
FROM	4012	TO	4013	IS	N89	09	32	W	40.24
FROM	4013	TO	4014	IS	S32	12	05	W	45.22
FROM	4014	TO	4015	IS	N88	56	43	W	175.16
FROM	4015	TO	4016	IS	S72	58	11	W	38.88
FROM	4016	TO	4017	IS	N87	32	32	W	102.23
FROM	4017	TO	4018	IS	N75	03	59	W	85.37
FROM	4018	TO	4019	IS	S54	38	58	W	65.24
FROM	4019	TO	4020	IS	N83	29	40	W	53.60
FROM	4020	TO	4021	IS	N38	22	53	W	26.88
FROM	4021	TO	4022	IS	S38	53	38	W	36.01
FROM	4022	TO	4023	IS	S85	47	50	W	47.60
FROM	4023	TO	4024	IS	N79	08	22	W	87.21
FROM	4024	TO	4025	IS	N67	51	45	W	32.42
FROM	4025	TO	4026	IS	N18	34	18	W	45.32
FROM	4026	TO	4027	IS	N78	28	54	E	89.28
FROM	4027	TO	4028	IS	N71	34	48	E	40.63
FROM	4028	TO	4029	IS	N84	39	47	E	101.13
FROM	4029	TO	4030	IS	N81	42	23	E	31.89
FROM	4030	TO	4031	IS	S59	32	29	E	24.03
FROM	4031	TO	4032	IS	S38	02	40	E	52.43
FROM	4032	TO	4033	IS	N57	11	38	E	58.50
FROM	4033	TO	4034	IS	S75	34	24	E	74.91

FROM	1180	TO	1181	IS	N	11	14	47	E. 22.72
FROM	1181	TO	1182	IS	N	74	57	11	E. 29.84
FROM	1182	TO	1183	IS	S	60	05	56	E. 14.56
FROM	1183	TO	1184	IS	N	56	26	39	E. 26.84
FROM	1184	TO	1185	IS	N	55	58	41	E. 25.47
FROM	1185	TO	1186	IS	N	51	40	47	E. 24.45
FROM	1186	TO	1187	IS	S	07	49	28	E. 20.98
FROM	1187	TO	1188	IS	N	72	44	21	E. 15.42
FROM	1188	TO	1189	IS	N	69	55	18	E. 14.96
FROM	1189	TO	1190	IS	N	16	07	30	E. 12.07
FROM	1190	TO	1191	IS	N	79	57	47	W. 19.64
FROM	1191	TO	1192	IS	S	84	36	57	W. 12.82
FROM	1192	TO	1193	IS	N	81	11	44	W. 29.13
FROM	1193	TO	1194	IS	N	79	47	16	W. 21.15
FROM	1194	TO	1195	IS	S	86	04	46	W. 26.26
FROM	1195	TO	1196	IS	N	89	49	33	W. 40.26
FROM	1196	TO	1197	IS	N	81	46	49	W. 39.70
FROM	1197	TO	1198	IS	S	15	07	30	E. 67.87

ISLAND (SHEET 1)

FROM	1220	TO	1221	IS	S	14	28	06	W. 27.66
FROM	1221	TO	1222	IS	S	71	05	19	W. 21.93
FROM	1222	TO	1223	IS	N	45	41	10	W. 30.26
FROM	1223	TO	1224	IS	N	32	54	18	E. 29.99
FROM	1224	TO	1225	IS	N	60	07	38	E. 19.69
FROM	1225	TO	1226	IS	S	35	22	44	E. 27.03

WETLAND

FROM	4100	TO	4101	IS	N	23	23	36	W - 24.05
FROM	4101	TO	4102	IS	N	44	15	50	E - 22.56
FROM	4102	TO	4103	IS	N	31	39	09	W - 43.66
FROM	4103	TO	4104	IS	N	20	25	09	W - 36.35
FROM	4104	TO	4105	IS	N	57	23	31	W - 21.53
FROM	4105	TO	4106	IS	N	62	48	04	W - 27.73
FROM	4106	TO	4107	IS	N	36	08	53	W - 32.09
FROM	4107	TO	4108	IS	N	06	08	16	W - 29.04
FROM	4108	TO	4109	IS	N	31	10	18	W - 50.62
FROM	4109	TO	4110	IS	N	77	10	10	W - 16.64
FROM	4110	TO	4111	IS	N	34	13	47	W - 34.25
FROM	4111	TO	4112	IS	N	23	17	07	W - 31.76
FROM	4112	TO	4113	IS	N	53	14	08	W - 27.58
FROM	4113	TO	4114	IS	S	10	28	07	E - 20.13
FROM	4114	TO	4115	IS	S	26	15	37	E - 25.81
FROM	4115	TO	4116	IS	S	62	13	52	E - 69.80
FROM	4116	TO	4117	IS	S	72	53	07	E - 37.69
FROM	4117	TO	4118	IS	S	82	46	07	E - 57.87
FROM	4118	TO	4119	IS	N	27	37	20	E - 13.90
FROM	4119	TO	4120	IS	N	59	49	13	E - 17.98
FROM	4120	TO	4121	IS	S	13	10	12	E - 25.81
FROM	4121	TO	4122	IS	S	66	51	00	E - 48.59

WETLAND "E"

FROM	4140	TO	4141	IS	N	39	12	48	E - 28.84
FROM	4141	TO	4142	IS	S	84	08	48	E - 29.47
FROM	4142	TO	4143	IS	N	68	22	47	E - 53.73
FROM	4143	TO	4144	IS	N	56	29	21	W - 36.99
FROM	4144	TO	4145	IS	N	39	59	51	E - 43.76
FROM	4145	TO	4146	IS	N	26	47	03	E - 48.28
FROM	4146	TO	4147	IS	N	04	38	34	E - 18.01
FROM	4147	TO	4148	IS	S	62	22	52	W - 59.70
FROM	4148	TO	4149	IS	S	62	58	37	W - 46.64
FROM	4149	TO	4150	IS	S	20	18	24	W - 44.83
FROM	4150	TO	4151	IS	S	82	10	23	W - 28.94
FROM	4151	TO	4152	IS	N	77	52	19	W - 36.78
FROM	4152	TO	4153	IS	S	55	37	38	W - 34.41
FROM	4153	TO	4154	IS	S	50	52	41	W - 40.54
FROM	4154	TO	4155	IS	S	79	18	14	W - 57.58
FROM	4155	TO	4156	IS	S	71	56	15	E - 65.21
FROM	4156	TO	4157	IS	N	79	54	24	E - 50.24
FROM	4157	TO	4140	IS	N	82	46	44	E - 57.17

FROM	4122	TO	1128	IS	S12	22	25	E	11.71
FROM	1128	TO	1127	IS	S58	55	07	E	38.32
FROM	1127	TO	1126	IS	S22	19	18	E	13.45
FROM	1126	TO	1125	IS	S72	03	20	E	13.22
FROM	1125	TO	1124	IS	N64	15	27	E	16.52
FROM	1124	TO	1123	IS	N34	05	29	W	19.21
FROM	1123	TO	1122	IS	N07	13	03	E	19.75
FROM	1122	TO	1121	IS	N49	03	00	E	27.46
FROM	1121	TO	4125	IS	S87	04	25	E	23.76

LINE DATA FOR ADDITIONAL AREA

FROM	4160	TO	4161,	N	56	51	59.289	E,	67.5480
FROM	4161	TO	4162,	N	66	45	02.986	E,	61.5025
FROM	4162	TO	4163,	N	01	58	39.238	E,	37.9714
FROM	4163	TO	4164,	N	11	58	39.238	E,	27.0000
FROM	4164	TO	4165,	N	81	58	39.238	E,	20.0000
FROM	4165	TO	4166,	S	32	16	41.305	E,	47.7498
FROM	4166	TO	4167,	S	12	16	41.305	E,	65.0000

COORDINATES

POINT	4160	N	284377.6921,	E	2295859.3091
POINT	4161	N	284354.8679,	E	2295915.9575
POINT	4162	N	284378.9449,	E	2295972.4658
POINT	4163	N	284416.8837,	E	2295973.7782
POINT	4164	N	284443.3058,	E	2295979.3794
POINT	4165	N	284446.0971,	E	2295998.1837
POINT	4166	N	284401.9116,	E	2296017.2858
POINT	4167	N	284338.5984,	E	2296031.1065

I, ALBERT HEATLEY Jr., A REGISTERED SURVEY OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED FRESHWATER WETLANDS "A" - "H" & "J" - "K". THE AREA WAS DETERMINED BY COORDINATE METHOD.

Albert Heatley Sr.

S.C.R.L.S. No. 3973-B
DATED: 6/15/89

SOUTH CAROLINA REGISTERED LAND SURVEYOR 3973-B ALBERT HEATLEY, JR.

PLAT

SHOWING

LINKS COURSE TRACT

PROPERTY OF

KIAWAH RESORT ASSOCIATES

LOCATED

KIAWAH ISLAND
CHARLESTON COUNTY, S.C.

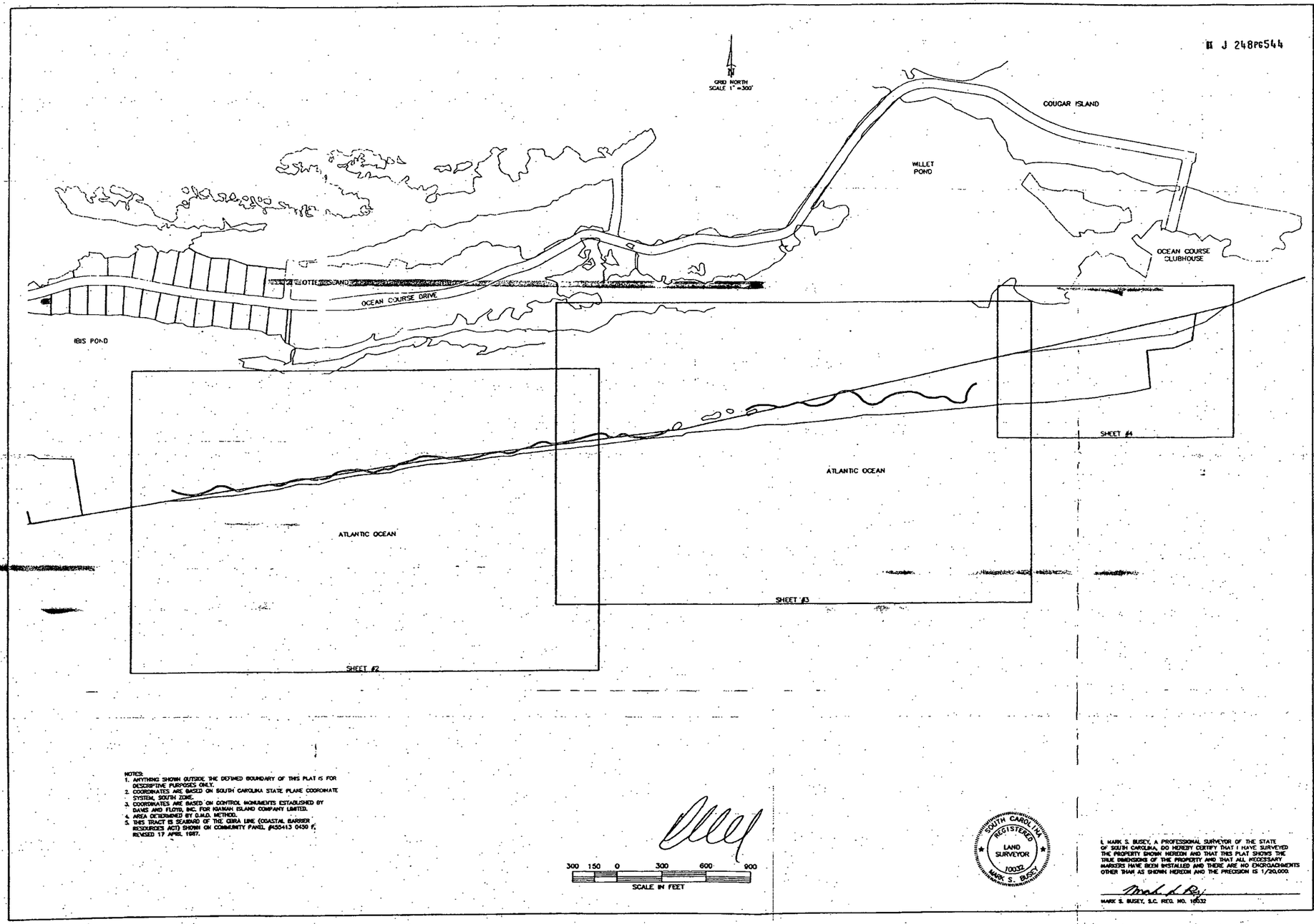
SCALE: N.T.S. DEC. 27, 1988

DAVIS & FLOYD, INC.
POST OFFICE BOX 11024
CHARLESTON, S.C.
PHONE (803) 554-8602

SHEET 5 OF 6

REVISED 12/28/89 - REMOVE WETLANDS "I", "L" AND "M" & "J" - "K" CHANGE CRITICAL LINE & AREAS ADD BM'S, PC#'s, DIST. & POINTS (CJH)

JOB #8976.04



NOTES:
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. COORDINATES ARE BASED ON CONTROL MONUMENTS ESTABLISHED BY DAVIS AND FLOYD, INC. FOR KIAWAH ISLAND COMPANY LIMITED.
4. AREA DETERMINED BY G.M.D. METHOD.
5. THIS TRACT IS SEAWARD OF THE CCRA LINE (COASTAL BARRIER RESOURCES ACT) SHOWN ON COMMUNITY PANEL #455413 0430 F, REVISED 17 APRIL 1987.

300 150 0 300 600 900
SCALE IN FEET

SOUTH CAROLINA REGISTERED LAND SURVEYOR 10032 MARK S. BUSEY

I, MARK S. BUSEY, A PROFESSIONAL SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE PROPERTY AND THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON AND THE PRECISION IS 1/20,000.

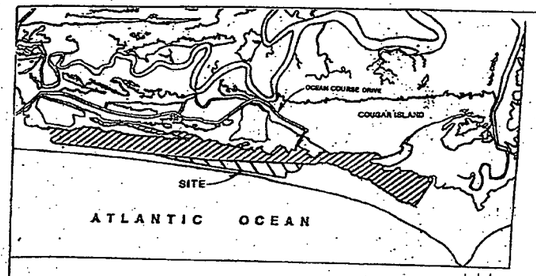
MARK S. BUSEY, S.C. REG. NO. 10032

Southeastern Surveying, Inc.
147 Wappoo Creek Drive – Suite 102
Charleston, South Carolina 29412
(803) 795-9330

SS I

A COMBINATION PLAT OF
A 22.075 ACRE TRACT AND A 1.784 ACRE TRACT
OWNED BY KIAWAH RESORT ASSOCIATES
AND TO BE CONVEYED TO LANDMARK LAND COMPANY OF CAROLINA, INC.
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

DATE:	AUGUST 20, 1991
DRAWN:	JTB
CHECK:	MSB
JOB:	91231
DWG:	1231PG1
COCO:	1231
SHEET:	1 OF 5
REV:	



ORG NORTH
SCALE 1" =80'

LANDMARK LAND COMPANY
OF CAROLINA, INC.

S.C.C.C. SETBACK LINE (8-15-91)

S.C.C.C. BASELINE (8-15-91)

PROPERTY LINE ABANDONED BY THIS PLAT

22.075 AC.

S.C.C.C. INTERIM BASELINE (11-20-89)
THE PROPERTY LINE
PLAT BOOK BV, PAGES 36-38

20' PEDESTRIAN
ACCESS EASEMENT
DEED BOOK X204, PAGE 618

ATLANTIC OCEAN

MATCHLINE "A"

LANDMARK LAND COMPANY
OF CAROLINA, INC.

KIAWAH RESORT ASSOCIATES

MATCHLINE TO SHEET 3

MATCHLINE "A"

LANDMARK LAND COMPANY
OF CAROLINA, INC.

S.C.C.C. SETBACK LINE (8-15-91)

PROPERTY LINE ABANDONED BY THIS PLAT

S.C.C.C. BASELINE (8-15-91)

S.C.C.C. INTERIM BASELINE (11-20-89)
THE PROPERTY LINE
PLAT BOOK BV, PAGES 36-38

KIAWAH RESORT ASSOCIATES

NOTES:
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2. COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. COORDINATES ARE BASED ON CONTROL MONUMENTS ESTABLISHED BY DAVIS AND FLOYD, INC. FOR KIAWAH ISLAND COMPANY LIMITED.
4. AREA DETERMINED BY D.M.D. METHOD.
5. THIS TRACT IS SEAWARD OF THE CCBRA LINE (COASTAL BARRIER RESOURCES ACT) SHOWN ON COMMUNITY PANEL (#45413 0450 F, REVISED 17 APRIL 1987.

REFERENCE
PLAT BOOK BV, PAGES 36-38

LEGEND
CONCRETE MONUMENT, REV

ATLANTIC OCEAN

50 25 0 50 100 150
SCALE IN FEET

SOUTH CAROLINA
REGISTERED
LAND
SURVEYOR
10032
MARK S. BUSEY

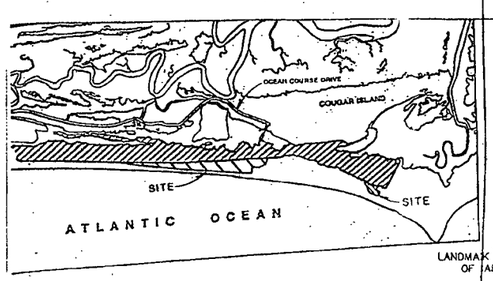
I, MARK S. BUSEY, A PROFESSIONAL SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE PROPERTY AND THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON AND THE PRECISION IS 1/20,000.

MARK S. BUSEY, S.C. REG. NO. 10032

Southeastern Surveying, Inc.
147 Wappoo Creek Drive -- Suite 102
Charleston, South Carolina 29412
(803) 795-9330

A COMBINATION PLAT OF
A 22.075 ACRE TRACT AND A 1.784 ACRE TRACT
OWNED BY KIAWAH RESORT ASSOCIATES
ABOUT TO BE CONVEYED TO LANDMARK LAND COMPANY OF CAROLINA, INC.
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

DATE:	AUGUST 20, 1991
DRAWN:	JTB
CHECK:	MSB
JOB:	91231
DWG:	1231PG2
COGO:	1231
SHEET:	2 OF 5
REV:	



BK J 248PG546

GRID NORTH
SCALE 1" = 50'

LANDMARK LAND COMPANY
OF CAROLINA, INC.

LANDMARK LAND COMPANY
OF CAROLINA, INC.

22.075 AC.

S.C.C.C. INTERIM BASELINE (11-20-89)
THE PROPERTY LINE
PLAT BOOK BV, PAGES 36-38

S.C.C.C. SETBACK LINE (8-13-91)
S.C.C.C. BASELINE (8-13-91)
PROPERTY LINE ABANDONED BY THIS PLAT
CART PATH
N 12° 17' 27" E 1138.03
273.30 S 85° 07' 33" W
75.45 N 89° 13' 30" W
132.78 S 78° 33' 02" W
78.24 S 85° 00' 07" W
106.34 N 89° 18' 48" W
244.06 S 84° 30' 00" W
N 88° 56' 48" W 30.99
27.43 S 89° 29' 44" W
355.11 S 82° 05' 11" W

ATLANTIC OCEAN

MATCHLINE TO SHEET #2

MATCHLINE TO SHEET #4

LANDMARK LAND COMPANY
OF CAROLINA, INC.

S.C.C.C. SETBACK LINE (8-13-91)
S.C.C.C. BASELINE (8-13-91)
S.C.C.C. INTERIM BASELINE (11-20-89)
THE PROPERTY LINE
PLAT BOOK BV, PAGES 36-38
N 77° 03' 10" E 1098.87

LANDMARK LAND COMPANY
OF CAROLINA, INC.

PROPERTY LINE ABANDONED BY THIS PLAT

22.075 Ac

CART PATH

22.075 AC.

111.07 S 84° 57' 33" W
106.51 S 82° 53' 03" W
299.40 S 86° 15' 32" W
111.45 N 89° 24' 40" W
65.97 S 78° 22' 07" W
156.30 S 83° 31' 19" W
302.48 S 84° 41' 35" W

KIAWAH RESORT ASSOCIATES

KIAWAH RESORT ASSOCIATES

NOTES:
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. COORDINATES ARE BASED ON CONTROL MONUMENTS ESTABLISHED BY DAVIS AND FLOYD, INC. FOR KIAWAH ISLAND COMPANY LIMITED.
4. AREA DETERMINED BY D.M.D. METHOD.
5. THIS TRACT IS SEAWARD OF THE CCRA LINE (COASTAL BARRIER RESOURCES ACT) SHOWN ON COMMUNITY PANEL #455413 0450 F, REVISED 17 APRIL 1987.

REFERENCE
PLAT BOOK BV, PAGES 36-38

LEGEND
CI CONCRETE MONUMENT, NEW

ATLANTIC OCEAN

50 25 0 50 100 150
SCALE IN FEET

SOUTH CAROLINA
REGISTERED
LAND
SURVEYOR
10032
MARK S. BUSEY

I, MARK S. BUSEY, A PROFESSIONAL SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE PROPERTY AND THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON AND THE PRECISION IS 1/20,000.

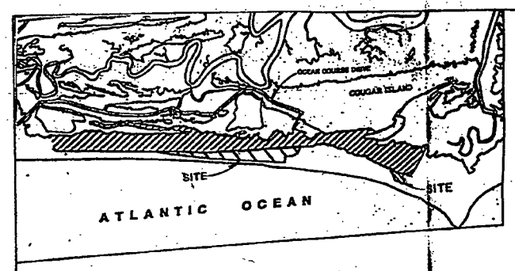
MARK S. BUSEY, S.C. REG. NO. 10032

S S I
Southeastern Surveying, Inc.
147 Wappoo Creek Drive – Suite 102
Charleston, South Carolina 29412
(803) 795-9330

A COMBINATION PLAT OF
A 22.075 ACRE TRACT AND A 1.784 ACRE TRACT
OWNED BY KIAWAH RESORT ASSOCIATES
AND
ABOUT TO BE CONVEYED TO LANDMARK LAND COMPANY OF CAROLINA, INC.
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

DATE:	AUGUST 20, 1991
DRAWN:	JTB
CHECK:	MSB
JOB:	91231
DWG:	1231PGJ
COGO:	1231
SHEET:	3 OF 5
REV:	

BK J 248PG547



GRID NORTH
SCALE 1" =50'

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
1	57° 46' 55"	105.00	31.57	31.28	16.10	N 43° 30' 28" W
2	36° 06' 24"	35.00	33.03	31.82	17.86	S 36° 57' 31" E
3	298° 36' 31"	385.00	192.57	180.57	98.35	N 81° 45' 11" E
4	2° 44' 18"	415.00	19.83	19.83	9.92	S 83° 23' 11" E
5	36° 06' 24"	65.00	61.34	59.09	33.17	S 36° 57' 31" E
6	27° 49' 33"	35.00	17.00	16.83	8.67	N 43° 30' 28" W

LINE	BEARING	DISTANCE
1	S 57° 45' 13" E	74.45
2	S 29° 55' 39" E	39.55
3	S 84° 00' 01" E	55.14
4	S 84° 00' 01" E	55.14
5	S 29° 55' 39" E	39.55
6	S 57° 45' 13" E	95.45
7	S 32° 28' 29" E	10.10

S.C.C.C. INTERIM BASELINE (11-20-86)
THE PROPERTY LINE
PLAT BOOK 89, PAGES 36-38

N 254,093.20
E 2,302,180.29

LANDMARK LAND COMPANY
OF CAROLINA, INC.

30' ACCESS EASEMENT

30' ACCESS EASEMENT

PROPERTY LINE ABANDONED BY THIS PLAT

N 37° 18' 22" E 117.97

S.C.C.C. SETBACK LINE (6-15-81)

S.C.C.C. BASELINE (6-15-81)

LANDMARK LAND COMPANY
OF CAROLINA, INC.

N 67° 08' 01" E
130.84

N 84° 34' 37" E 178.99

30' ACCESS EASEMENT

N 08° 25' 59" E
300.00'

22.075 Ac

KIAWAH RESORT ASSOCIATES

MATCHLINE TO SHEET #3

N 34° 45' 59" W
260.00'

266.84	S 87° 08' 01" W	
221.00	S 84° 43' 56" W	
118.49	S 80° 53' 18" W	
101.12	S 57° 29' 59" W	
154.07	S 77° 43' 09" W	
144.36		

KIAWAH RESORT ASSOCIATES

KIAWAH RESORT ASSOCIATES

ATLANTIC OCEAN

50 25 0 50 100 150
SCALE IN FEET

REFERENCE
PLAT BOOK 89, PAGES 36-38

LEGEND
○ CONCRETE MONUMENT, FOUND

NOTES:
1. EASEMENTS SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. ORDINATES ARE BASED ON CONTROL MONUMENTS ESTABLISHED BY HLAS AND FLOYD, INC. FOR KIAWAH ISLAND COMPANY LIMITED.
4. LINES DETERMINED BY DEED METHODS.
5. THIS TRACT IS SEAWARD OF THE CBRA LINE (COASTAL BARRIER RESOURCES ACT) SHOWN ON COMMUNITY PANEL #450413 0450 F, REVISED 17 APRIL 1997.

SOUTH CAROLINA REGISTERED LAND SURVEYOR 10037 MARK S. BUSEY

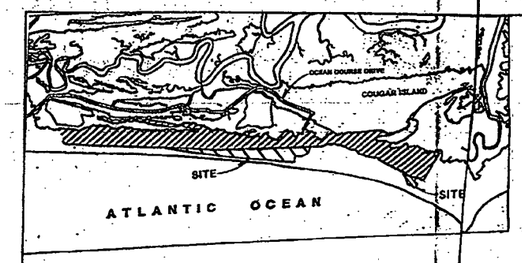
I, MARK S. BUSEY, A PROFESSIONAL SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE SUBDIVISION OF THE PROPERTY AS SAID PROPERTY IS DESCRIBED HEREON AND THAT ALL MONUMENTS AND LOTS HAVE BEEN INSTALLED AND MADE AS SHOWN HEREON AND THE PRECISION IS GREATER THAN AS SHOWN HEREON AND THE PRECISION IS GREATER THAN AS SHOWN HEREON.

MARK S. BUSEY, S.C. REG. NO. 10037

Southeastern Surveying, Inc.
147 Wappoo Creek Drive - Suite 102
Charleston, South Carolina 29412
(803) 795-9330

A COMBINATION PLAT OF
A 22.075 ACRE TRACT AND A 1.784 ACRE TRACT
OWNED BY KIAWAH RESORT ASSOCIATES
TO BE CONVEYED TO LANDMARK LAND COMPANY OF CAROLINA, INC.
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

DATE:	AUGUST 20, 1998
DRAWN:	JTS
CHECK:	MSB
JOB:	9731
SAVE:	9731
COCO:	1731
SHEET:	2 OF 3



GRID NORTH
SCALE 1" = 50'

LINE	BEARING	DISTANCE
L1	S 01° 20' 48" W	29.29
L2	S 88° 39' 12" E	30.48
L3	S 14° 15' 30" E	47.03
L4	S 60° 36' 34" E	56.06
L5	S 29° 23' 26" W	30.83
L6	S 60° 36' 34" E	22.62
L7	S 29° 23' 26" W	15.98
L8	S 60° 36' 34" E	47.38
L9	S 29° 23' 26" W	68.83
L10	S 67° 09' 51" W	44.89
L11	N 22° 50' 09" W	38.48
L12	N 67° 09' 51" E	33.55

LANDMARK LAND COMPANY
OF CAROLINA, INC.

KIAWAH RESORT ASSOCIATES

TEE BOX

S.C.C.C. SETBACK LINE (6-15-81)
S 71° 51' 42" E 652.56'
S.C.C.C. BASELINE (6-15-81)

S.C.C.C. INTERIM BASELINE (11-20-88)
THE PROPERTY LINE
PLAT BOOK BK, PAGES 36-38

PROPERTY LINE ABANDONED BY THIS PLAT

N 284,426.71
E 2,307,880.43

NO. 6 FAIRWAY

1.784 Ac

KIAWAH RESORT ASSOCIATES

CART PATH

TEE BOX

KIAWAH RESORTS ASSOCIATES

ATLANTIC OCEAN

NOTES:
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE CZ #0NAD83 SYSTEM, SOUTH ZONE.
3. COORDINATES ARE BASED ON CONTROL MONUMENTS ESTABLISHED BY DAVIS AND FLOYD, INC. FOR KIAWAH ISLAND COMPANY LIMITED.
4. AREA DETERMINED BY D.M.D. METHOD.
5. THIS TRACT IS SEAWARD OF THE CBRA LINE (COASTAL BARRIER RESOURCES ACT) SHOWN ON COMMUNITY PANEL #455413 0450 F, REVISED 17 APRIL 1987.

REFERENCE
PLAT BOOK BK, PAGES 36-38

LEGEND
o CONCRETE MONUMENT, NEW

50 25 0 50 100 150
SCALE IN FEET

SOUTH CAROLINA REGISTERED LAND SURVEYOR 10032 MARK S. BUSEY

I, MARK S. BUSEY, A PROFESSIONAL SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE SUBDIVISIONS OF THE PROPERTY AND THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON AND THE PRECISION IS 1/20,000.

MARK S. BUSEY, S.C. REG. NO. 10032

Southeastern Surveying, Inc.
147 Wappoo Creek Drive - Suite 102
Charleston, South Carolina 29412
(803) 795-8330

A COMBINATION PLAT OF
22.775 AC... AND A 1.784 ACRE TRACT
OWNED BY KIAWAH RESORT ASSOCIATES
AND LANDMARK LAND COMPANY OF CAROLINA, INC.
ABOVE TO BE CONVEYED TO THE TOWN OF KIAWAH ISLAND
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

DATE:	[illegible]
DRAWN:	JTE
CHECK:	[illegible]
JOB:	
DWG:	1231-05
COGO:	[illegible]
SHEET:	
REV:	

[redacted]

EXHIBIT 22.2 ANDELL TRACT LEGAL DESCRIPTION

(PURPOSELY OMITTED, SEE EXHIBIT 15.7)

Ex 31.1 BK J 248PG549 To: Leonard Wong
For your information
From: Bob Cowan
Date: 1-11-94

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

LICENSE/ACCESS AGREEMENT

WHEREAS, the Town of Kiawah Island (hereinafter "Town") has designated, by ordinance, certain locations adjacent to the beach as emergency vehicular beach access points; and

WHEREAS, Kiawah Resort Associates, L.P. (hereinafter "KRA") owns the real property where these emergency vehicular beach access points are located, and the Kiawah Island Community Association, Inc. (hereinafter "KICA") has an easement from KRA over one or more of the emergency vehicular beach access points; and

WHEREAS, the Town desires KRA and KICA to allow it to use the designated emergency vehicular beach access points, as hereinafter described, under certain circumstances as further set forth herein, and KRA and KICA are willing to grant a license to the Town for such purposes on the terms and conditions set forth herein;

NOW, THEREFORE, in return for the mutual promises expressed herein and other legal consideration, the sufficiency of which is hereby acknowledged, this 31st day of December, 1993, the Town, KRA, and KICA agree to the following:

ONE: KRA, in its capacity as owner, hereby grants to the Town, its employees, and agents nonexclusive permission to reasonable and necessary use of the following emergency vehicular beach access points while such employees or agents of the Town are acting in the course and scope of their duties with the Town in responding to emergencies and other ordinary governmental functions on the beach:

a. Ocean Marsh Road emergency vehicle access point adjacent to the Atlantic Ocean at lots 218 and 219, off Ocean Marsh Road and Governors drive. This emergency access point was granted pursuant to the South Carolina Coastal Council permit no. CC-93-056 on April 20, 1993.

b. Eugenia Avenue emergency vehicular access point adjacent to the Atlantic Ocean between Lots 29 and 31, off Eugenia Avenue. This emergency access point was granted pursuant to the South Carolina Coastal Council permit no. CC-90-167 on July 25, 1990.

c. Ghost Crab Run emergency vehicular access point adjacent to the Atlantic Ocean near and in front of the Ocean Course Club House. This emergency access point has been in continuous use for decades and did not require a South Carolina Coastal Council permit. This emergency vehicular access point more fully appears on an undated plat prepared for Kiawah Beach Company by Sea Pines Plantation Company Engineering Group, a copy of which is on file in Town Hall.

KICA also hereby grants the Town and its employees nonexclusive permission to enter and use vehicles upon its roadways to reach these emergency vehicular beach access points while such employees of the Town area acting in the course and scope of their duties with the Town in responding to emergencies and other ordinary governmental functions on the beach.

May 13, 1997

Direct Dial
(803) 727-2208

Mr. Eric Nielsen
213 Sea Marsh Drive
Kiawah Island, South Carolina 29455

RE: KICA Miscellaneous Real Estate Issues
File #: 2560.003

Dear Eric:

I am writing to summarize the lengthy meeting that we had last Thursday on various real estate items involving KICA. The meeting was attended by you, me, Nick, Vaughn, and Beth Nimmons. The purpose was to discuss the array of real estate issues that need resolution. Each topic was covered exhaustively. Rather than attempt to summarize all our discussions, I will attempt to set forth the particular issue and the decision or recommendation made.

DRAINAGE/LAGOONS WITHIN THE SETTLEMENT PROJECT

The directors expressed concern about KICA monies being used to maintain improvements within gated subdivisions, including the Settlement. The source of this concern is the provision in the Covenants affording members in good standing access and enjoyment rights in Common Properties and Restricted Common Properties. At the same time it was brought out that it makes sense that KICA manage the lagoons and maintain the drainage, since KICA controls the island-wide drainage system (it has also been asserted that FEMA may require that drainage or flood control be under the jurisdiction of a single entity, although we did not have the regulation to this effect). Also, it is my understanding that KICA drains its road surfaces into lagoons, including several of those within the Settlement.

Nick provided me a draft of a proposed KICA resolution prohibiting the expenditure of KICA funds to maintain property within these gated areas (e.g., Terrapin Island, the Settlement, and Beach Townhouses). I will review the proposed resolution and make comments and suggestions.

Please keep in mind an important distinction between KICA's ownership and maintenance of Common Properties (to which all owners in good standing have access) and KICA's provision of services. The KICA Covenants specifically confer on the Association the power to render a

number of services to the property owners. These services (e.g., security, trash collection, etc.) are not confined to Common Properties. While there is serious doubt whether a gated subcommunity could limit access to KICA members if KICA owned and maintained the roads, this gated status (which relates to access alone) would not *per se* prohibit these property owners/members from receiving the same services to their individual properties that other members receive. The Association is granted the authority under Article VI, § 3(j) of the Covenants to control and maintain lakes and lagoons (regardless of whether they are Common Properties) as a service.

BEACHFRONT STRIP CORRECTIVE DEEDS

We went over the following proposed corrective deeds:

1. KICA to KRA for the 3.054 acre tract adjacent to the mid-island hotel site;

2. KRA to KICA for the beachfront strip in front of the 3.054 acre tract; and

3. KRA to KICA for the beachfront strip, starting at Osprey Beach and going east around Bear Island (from a line established in what is now the primary dune to the high water mark).

Everyone agrees that it was never the intent to convey the 3.054 acre tract to KICA. This inadvertent conveyance may have occurred when the original beachfront strip deed was filed in December 1995 from KRA to KICA, in accord with the form deed attached to the Development Agreement. The reason why a conveyance may have inadvertently occurred rests with the general property description in the original beachfront strip deed. It referred to a strip of scenic dunes and high ground, generally between 200' and 300' in width, running from the seaward boundary of plats that had been filed along the shoreline to the mean high water mark. Although the 3.054 acre tract had been "carved out" by the filing of plats on three sides around it, no separate plat had been filed delineating it as a separate parcel. This tract was not part of the 1985 subdivision plat that the Kuwaiti entity filed to establish what is now known as the hotel site, immediately to the east of it.

In my opinion, no approval by the members is necessary under the KICA Covenants for the Board to execute this corrective deed. Everyone agrees that this inadvertent conveyance, if it clouded title to KRA's lands, was a mistake and an oversight. There was never any intent that this parcel become Common Property. It was never designated as Common Property on any master plan of the Island. Under Article IV, § 6(h) of the KICA Covenants, a vote of the membership is necessary to convey any of the Association's Common Properties or Restricted Common Properties. Because this tract was never intended to be a Common Property, or Restricted Common Property, the deed merely corrects an inadvertent error. Therefore, no vote of the membership is required.

It is my understanding that the three property-owner directors agreed to proceed with the execution of the corrective deed for the 3.054 acre tract upon receipt of the above opinion that no vote of the membership was required under the KICA Covenants.

The third deed -- for the beachfront strip on the east end of the Island -- again arises from the general description in the original beachfront strip deed referring to seaward line of plats of record. At the time the form of the beachfront deed was negotiated as part of the Development Agreement, the parties either did not know of, or overlooked, a 1988 Davis & Floyd plat for the entire east end of the Island that was prepared and filed at the time the Kuwaitis sold to KRA. This plat had as its seaward boundary the high water mark of the Atlantic Ocean. The effect of this 1988 plat is that the original beachfront strip deed to KICA probably did not convey a beachfront strip at all on the east end of the Island, because the landward boundary of the strip, as determined by the Davis & Floyd plat, would be the high water line.

There was originally some controversy over this error. When the Davis & Floyd plat came to light, there was an argument made that it defeated the intent of the parties and should be ignored. It was suggested that the seaward boundary of other plats of record be used instead. This contention had significant consequences on the eastern half of the Ocean Course where the boundary plat for the course is 1,000' from the high water mark in some places. The problem is that the 1988 Davis & Floyd plat is of record and cannot be ignored by attorneys who examine titles.

The exhibit to the Development Agreement shows the beachfront strip as a uniform ribbon of beach running virtually the entire length of the Island, with the exception of the extreme west end. More important, the Development Agreement contains a separate provision, that was extensively negotiated, requiring KRA to construct and convey a 50-car beach parking lot to KICA by the year 2000. This parking lot is between the Ocean Course seaward boundary line and the primary dune. If the beachfront strip conveyance, required to be completed by December 31 1995, was intended to include the Ocean Course parking area, then there would have been no need for a separate deadline for a deed of conveyance to KICA for it five years later.

It is my understanding that the Town now fully agrees that it was not the intent of the parties to the Development Agreement to convey the property between the seaward boundary line of the Ocean Course and the primary dune. In fact, the Town has signed off on a Consent to the corrective deed, copy enclosed.

A majority of the property owner directors at the meeting agreed that if the Town and KRA, the only parties to the Development Agreement, had reached an agreement on the original intent, then KICA, the gratuitous beneficiary, would not have a say in this aspect of the transaction. It is also my understanding that, upon reviewing the Town's consent or otherwise confirming the absence of controversy over the confirmatory deed, at least two of the property-owner directors

agree that the Association should not contest the confirmatory deed. I use the word "contest" liberally, since KICA is not a party to this confirmatory deed.

In this particular corrective deed, KICA is not being asked to sign off on anything. KRA is not requesting a corrective deed from KICA as "grantor," as it is with the 3.054 tract adjacent to the hotel site.

This corrective deed establishes the seaward boundary of the beachfront strip as the high water line and the landward boundary as the seaward-most boundary of the subdivision plats of record eastward to the Ocean Course. On the western half of the Ocean Course, the landward boundary of the beachfront strip is established at the Ocean Course boundary, which generally is the primary dune line. The corrective deed establishes as the landward boundary on the eastern end of the Ocean Course and around Bear Island, a fixed line that has been established at the current primary dune line.

This corrective deed substantially benefits KICA. It conveys the beachfront strip on the eastern end of the Island, something that was exceedingly doubtful under the original beachfront strip deed. It also conveys the beachfront strip around the edge of Bear Island, which the original beachfront deed did not do, by inadvertent omission.

FORM DEEDS

Beth and I reviewed with you the deeds of conveyance from KRA to KICA that KRA has refrained from executing and recording, to eliminate controversy over them. We have worked for the past six months to answer any questions and resolve any disputes regarding these deeds. It was my impression that this had been accomplished. It is my understanding that we concluded in our meeting last week that everyone agrees to the form deed, subject to one condition.

You have asked that I check with Bob Cowan to resolve any questions or concerns that he has about the co-permittee agreement or the storm water management permit. This permit relates to protective steps that must be taken to prevent erosion whenever there is land disturbance activities. Assuming either Bob has no objection or Bob and I work out his objection, it is my understanding that the three property owner directors have agreed that they are satisfied with the form of the deed, and that KRA can immediately execute and file the two multiple-conveyance deeds that have been examined by me.

We discussed that KRA has no obligation under the Covenants to obtain the consent of the KICA Board before executing and recording deeds of conveyance for the roads. Because of questions being raised about the deeds several years ago, KRA volunteered to agree to employ a "form" deed with one of the property owner directors, in an effort to stem unfounded criticism in the future. KRA's negotiations regarding the form of these deeds of conveyance over the last several

months has been for this same reason, not because it has an obligation to do so. KRA would have the right to merely follow the Covenants should this procedure meet with what it deems further unfounded objections.

We also discussed a protocol for the review of deeds. It was agreed that Beth Nimmons will submit drafts of deeds and other instruments of conveyance to KICA to me and Bob Cowan. I will then review the deed and write Bob advising him of any discrepancies or potential liabilities that KICA may be incurring, other than the standard ones. I will copy the Board members with this letter. If there is some abnormality in the deed, the Board can then make a decision whether it will be addressed at a Board meeting. If there is no abnormality in the proposed deed, then it is not anticipated the Board will need to address it at its meetings.

EUGENIA AVENUE

The last topic we discussed was the Supplemental Declaration filed by KRA on March 21, 1997, submitting Eugenia Avenue to the KICA Covenants, and its deed of conveyance of Eugenia Avenue to KICA that same day.

The first part of our discussions on Eugenia Avenue focused on the unilateral, legal right of the developer to file a Supplemental Declaration for Eugenia Avenue submitting it to the KICA Covenants under Article II, § 2. This provision allows the developer to submit certain properties to the KICA Covenants and, in addition, to specify separate provisions that relate to the newly submitted property. Both the Supplemental Declaration for Eugenia Avenue and the deed of conveyance contain a number of such special restrictions. The primary special restriction is that neither the submittal of the unpaved portion of Eugenia Avenue to the Covenants nor its conveyance to KICA creates an obligation to improve or pave the unpaved portion of Eugenia Avenue. Consistent with an earlier agreement between the KICA Board and Eugenia property owners, KICA has no obligation to maintain the unpaved portion of Eugenia Avenue until 75% of the adjacent Eugenia property owners submit their individual lots to the KICA Covenants. Even if such maintenance is triggered, it would require only that the road be maintained as it currently is, with occasional scraping.

All members of KICA took title to their properties subject to the KICA Covenants granting the developer this unilateral right. They have thereby consented to this unilateral right.

Putting aside complaints about the manner in which the submittal and conveyance occurred, the property-owner directors voiced strong concerns about the potential liability of the Association for the unpaved portion of Eugenia Avenue. It was your consensus that the transfer should not force any liability on KICA, particularly since you perceive there to be some significant utility, sanitation, and maintenance problems associated with the unpaved portion of Eugenia Avenue.

Given the developer's unilateral right in the Covenants, the property-owner directors have focused on additional measures that KRA might take to insure that no liability is incurred by KICA as a result of the transfer. You have asked that the supplemental declaration and deed be supplemented to include:

1. an affirmative statement that KICA is not required to put the utilities under ground;

2. an affirmative statement that KRA is imposing no obligation on KICA to install sewers; and

3. an affirmative statement that KRA is imposing no obligation on KICA to reconfigure the road to accomplish better drainage from the road.

These affirmative statements would assure in the minds of the property-owner directors that no question could be raised about "functionally complete," since all elements that might be considered determining functionally completeness (i.e., grading, paving, utilities, and sewer) are specifically addressed.

You said that a couple of the KRA-appointed directors indicated at the last Board meeting that they had no objection to KRA's making these affirmations in a supplemental filing to clarify that these liabilities were not being imposed on KICA. I will check with KRA to ascertain whether it has any objection to doing this.

One of the property owner directors was of the view that Eugenia Avenue could not be conveyed under the Covenants because the conveyance occurred nine years after KRA took title to it. The KICA Covenants refer to conveyances to the Association within two years after a Common Property is functionally complete. As was pointed out at the meeting, the road did not become subject to the Covenants until March 21, 1997. The conveyance occurred within two years of this date.

One of the property-owner directors also expressed strong views that there should be a *quid pro quo* in return for your agreement to a resolution of the Eugenia Avenue controversy. His desire was that KRA convey to KICA the lot on Eugenia Avenue that was designated as a "Park" in an early Eugenia subdivision plat. There was some discussion that this question was separate from the concerns about protecting KICA from potential liabilities due to its ownership of the unpaved portion of Eugenia Avenue. I have checked with KRA representatives, and they are not inclined to make such conveyance under these circumstances. However, board members remain free to continue discussions directly with KRA.

CONCLUSION

All three property-owner directors expressed a sense of urgency to wrap up these issues as soon as possible. My perception is that we made significant progress to this end in our meeting. I would be happy to meet with everyone again if there are remaining questions or we hit a snag.

With kind regards, I am,

Sincerely,

PRATT-THOMAS, PEARCE,
EPTING & WALKER, P.A.

G. Trenholm Walker

Enclosure
c: Nick Mihalas
Charles P. Darby, III
Diana Permar
Robert G. Cowan
Townsend Clarkson
Patrick W. McKinney
Elisabeth F. Nimmons
Tammy McAdory
Vaughn Delk
GTW:jys

BK Y285PG763 Re-Recorded
BK O 288PG790
I/T

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CONFIRMATORY QUIT-CLAIM DEED
(3.054 Acre "Beachfront Parcel" on Sea Forest Drive
Town of Kiawah Island, S.C.)

WHEREAS, Kiawah Resort Associates, L.P. (a Delaware limited partnership hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantee") and the Town of Kiawah Island entered into that certain Development Agreement in connection with the development of Kiawah Island, S.C., which agreement is dated as of September 26, 1994, and recorded September 30, 1994, in Book J248, page 1, in the R.M.C. Office for Charleston County, S.C., as amended (the "Development Agreement"); and

WHEREAS, pursuant to the provisions of Section 16.b. of the Development Agreement, KRA, L.P. conveyed several miles of beachfront property on Kiawah Island, Charleston County, S.C., to the Kiawah Island Community Association, Inc. (hereinafter sometimes referred to as the "KICA" and/or the "Grantor") by Quit-Claim Deed dated the 29th day of December, 1995, and recorded in Book N265, page 406, in said R.M.C. Office (the "Beachfront Deed"); and

WHEREAS, the property conveyed by the Beachfront Deed was not shown in its entirety on plats of record, thus requiring that the legal description of the property conveyed be described generally as an area extending from a specific point located at the western end of Kiawah Island to a point located at the eastern end thereof, generally between 200' and 300' in width, extending from the seaward boundary lines of "most beachfront residential, resort and commercial properties on Kiawah Island as shown on plats of record" in said R.M.C. Office, to the mean high water mark of the Atlantic Ocean; and

WHEREAS, it has come to the attention of KRA, L.P. that at the time of said conveyance, there was no plat of record which would establish the seaward boundary line of an approximately 3.054 acre beachfront parcel located south of the easternmost terminus of Sea Forest Drive on Kiawah Island, east of Windswept Villas, and west of the "Center Island Hotel Tract;" and

WHEREAS, KRA, L.P. has now obtained a plat of survey dated March 11, 1997, which establishes the southern or seaward boundary line of the said 3.054 acre beachfront parcel, which plat was prepared by Southeastern Surveying, Inc., has been duly approved by the proper governmental authorities, and is recorded in Plat Book EB, at page 679, in said R.M.C. Office, and the said 3.054 acre beachfront parcel is more particularly described according to said plat in the legal description thereof set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Property";) and

WHEREAS, it was not the intention of the parties to the Development Agreement that title to any portion of the Property be included in the Beachfront Deed; and

WHEREAS, KICA is minded to execute and deliver the within Confirmatory Quit-Claim Deed to the said KRA, L.P. in order to (i) avoid any possible future question or concern regarding the title to the Property being presently vested in KRA, L.P.; and (ii) remove any question as may have arisen by the unintended possible inclusion of the Property or some portion thereof in the legal description in the Beachfront Deed; and

**This deed is being re-recorded to add the Tract designation (Tract "F") and correct the name of the plat in the Property Description on Exhibit "A".

WHEREAS, at a duly called meeting of the Board of Directors of the Kiawah Island Community Association, Inc., held the 27th day of May, 1997, it was unanimously resolved that the execution and delivery of the within Confirmatory Quit-Claim Deed is an administerial function of such corporation to clarify an ambiguity created by the language contained in the Beachfront Deed, and pursuant to the powers and authority vested in said Board of Directors under the Declaration of Covenants and Restrictions of the KICA recorded in Book M114, page 407, in the R.M.C. Office, as amended (the "KICA Covenants"), Eric H. Nielsen, its President, and Nicholas Mihalas, its Secretary, were authorized and directed to execute the same on behalf of the corporation,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that KIAWAH ISLAND COMMUNITY ASSOCIATION, INC., by and through its undersigned officers thereunto duly authorized, in the State aforesaid, for/and in consideration of the Premises and the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by KIAWAH RESORT ASSOCIATES, L.P., in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released, and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said KIAWAH RESORT ASSOCIATES, L.P., all of its right, title and interest of, in and to the below described property, to-wit:

SEE ATTACHED EXHIBIT "A" FOR PROPERTY DESCRIPTION
OF THE 3.054 ACRE BEACHFRONT PARCEL
(hereinafter sometimes referred to as the "Property")

This conveyance is made subject to any and all applicable covenants, conditions, restrictions, and easements of record.

TMS Number:	209-07-00-126
Tax District:	5-4
Address of Grantee:	Post Office Box 12001 Charleston, SC 29422

AND KICA, by the execution, delivery, and recordation of the within Confirmatory Quit-Claim Deed, does hereby agree and confirm that (i) the Property was not, nor was it ever intended to be included in the Beachfront Deed conveyance; (ii) that any and all reservations, limitations or restrictions purportedly imposed on or implied by, through, or under the Beachfront Deed to be on the Property are hereby declared null, void, and of no further force and effect if ever in effect; and (iii) that no portion of the Property is, or ever was intended to be maintained and utilized as a "Common Property" as such term is defined in the KICA Covenants.

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 said premises before mentioned unto the said KIAWAH RESORT ASSOCIATES, L.P., its successors and assigns, forever.

Kiawah Resort Associates, L.P. has joined in the execution of the within Confirmatory Quit-Claim Deed to evidence of record its consent and agreement to said deed and the terms, provisions, and conditions set forth herein.

IN WITNESS WHEREOF, the Kiawah Island Community Association, Inc. has caused these presents to be executed in its name by its officer(s) thereunto duly authorized, and its seal to be hereunto affixed, this 23 day of June, in the year of our Lord One Thousand Nine Hundred and Ninety-Seven, in the Two Hundred and Twenty-First year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH ISLAND COMMUNITY
ASSOCIATION, INC. (SEAL)

By: _____
Eric H. Nielsen
Its: President

By: _____
Nicholas Mihalas
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by the Kiawah Island Community Association, Inc., by Eric H. Nielsen, its President, this 23rd day of June, 1997.

_____ (SEAL)
Notary Public for South Carolina
My commission expires: 8-8-99

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by the Kiawah Island Community Association, Inc., by Nicholas Mihalas, its Secretary, this 23rd day of June, 1997.

_____ (SEAL)
Notary Public for South Carolina
My commission expires: 8-8-99

BK Y285PG766 Re-Recorded
BK O 288PG793

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized and its seal to be hereunto affixed, this 15th day of April, in the year of our Lord One Thousand Nine Hundred and Ninety-Seven, in the Two Hundred and Twenty-First year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Allison L. Bell

Lisa C. Bryant

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

By: Charles P. Darby
Charles P. Darby, III
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles P. Darby, III, its President, this 15th day of April, 1997.

Lisa C. Bryant (SEAL)
Notary Public for South Carolina
My commission expires: 8-8-99

efn/wpdocs/town/4acreded.rev

Return to:

BK Y285PG771

Elisabeth F. Nimmons
Legal Planning Assistant
Kiawah Resort Associates, L.P.
Post Office Box 419
Charleston, SC 29402

FILED
Y285-763
97 JUN 24 PM 2:25
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Conf.
Recording Fee 14.00
State Fee EXEMPT
County Fee
Postage
TOTAL 14.00
A

Re-Recorded
BK 0 288PG798

AC
DTD 6-26-97

Recorded this 24 day of Jun Year 97
On Property Record Card
Peggy A Mosley
Auditor Charleston County

Re-Recording Fee 14.00
State Fee EXEMPT
County Fee
Postage
TOTAL 14.00
C

Re-Recorded
FILED
0288-790
97 AUG 15 PM 4:01
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

AC
DTD 8-20-97

Recorded this 15 day of Aug Year 97
On Property Record Card
Peggy A Mosley
Auditor Charleston County

BK Re-Recorded O 288PG794 BK Y285PG767

Exhibit "A"

Description of 3.054 Acre Tract

*as Tract "F" TRACT F BEING

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, State aforesaid, containing 3.054 acres, more or less, and shown on a plat prepared by Southeastern Surveying, Inc., entitled "*A BOUNDARY PLAT OF 3.054 ACRES OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA*" dated March 11, 1997, and recorded in Plat Book EB, at page 679, in the R.M.C. Office for Charleston County, S.C., said property having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

Re-Recorded
BK O 288PG795

BK Y285PG768

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CONSENT
(Confirmatory Quit-Claim Deed)

WHEREAS, Kiawah Resort Associates, L.P. (a Delaware limited partnership hereinafter sometimes referred to as "KRA, L.P.") and the Town of Kiawah Island (the "Town") entered into that certain Development Agreement in connection with the development of Kiawah Island, S.C., which agreement is dated as of September 26, 1994, and recorded September 30, 1994, in Book J248, page 1, in the R.M.C. Office for Charleston County, S.C., (the "R.M.C. Office"), as amended (the "Development Agreement"); and

WHEREAS, pursuant to the provisions of Section 16.b. of the Development Agreement, KRA, L.P. attempted to convey approximately 10 miles of beachfront property on Kiawah Island, Charleston County, S.C., to the Kiawah Island Community Association, Inc. ("KICA") by Quit-Claim Deed dated the 29th day of December, 1995, and recorded in Book N265, page 406, in the R.M.C. Office (the "Beachfront Deed"); and

WHEREAS, (i) the 10 mile beachfront strip to be conveyed to KICA by the Beachfront Deed was not shown on a plat of record; (ii) certain of the properties landward of the beachfront strip to be conveyed were either shown on numerous plats of record or were not platted at all; and (iii) the seaward boundary lines of certain parcels as shown on plats of record is the mean high water mark of the Atlantic Ocean, thereby creating an uncertainty as to exactly what property was conveyed to KICA by the Beachfront Deed, and what property was retained by KRA, L.P.; and

WHEREAS, KRA, L.P. is the owner of a 3.054 acre beachfront parcel located south of the easternmost terminus of Sea Forest Drive on Kiawah Island, east of Windswept Villas, and west of the "Center Island Hotel Tract," which 3.054 acre tract is more particularly described on Exhibit "A" on the attached Confirmatory Quit-Claim Deed from KICA to KRA, L.P. (the "3.054 Acre Tract") but which parcel was not shown on a plat of record in the R.M.C. Office at the time of recordation of the Beachfront Deed,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that after a careful review of the Development Agreement, and due consideration and consultation by and among the Mayor, Council members, and legal representatives of the Town, the Town of Kiawah Island, as a party to the Development Agreement, is minded to execute the within Consent to evidence of record its acknowledgment that the 3.054 Acre Tract as shown on a plat by Southeastern Surveying, Inc., recorded in Plat Book EB, at page 679, in the R.M.C. Office, and more particularly described on Exhibit "A" to the attached Confirmatory Quit-Claim Deed from KICA to KRA, L.P. never was intended to be included in the Beachfront Deed; and to consent to the execution, delivery, and recordation of the said Confirmatory Quit-Claim Deed by KICA to KRA, L.P. as a confirmatory action, which shall not be construed as contrary to or in violation of the terms and provisions of Paragraph 16.b. of the Development Agreement.

BK Y285PG769

Re-Recorded
BK O 288PG79

IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed this 21st day of April, 1997.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF KIAWAH ISLAND
(CORP. SEAL)

By: Ralph A. Magnotti
Ralph A. Magnotti, Mayor

Attest: Rita Moran
Clerk of Council

BK V285PG770

Re-Recorded
BK O 288PG797

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Certain property located within the Town of Kiawah Island, Charleston County, S.C., being a 3.054 acre tract of land, bearing Charleston County Assessor's Office TMS #209-07-00-126, was transferred by Kiawah Island Community Association, Inc. to Kiawah Resort Associates, L.P. by Confirmatory Quit-Claim Deed dated April 15, 1997.

2. The transaction was (Check One):

_____ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was a nominal consideration of Five and No/100 ($5.00) Dollars, as the conveyance is a transfer of roads and other related facilities.

_____ **not** an arm's length real property transaction and the fair market value of the property is $_____.

XX The above transaction is exempt, or partially exempt from the recording fee as set forth in S.C. Code Ann. Section 12-24-10, et.seq. because said transaction is a Confirmatory Quit-Claim Deed, and meets the requirements of Exemption #14.

As requested by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Legal Planning Assistant for the Grantee, Kiawah Resort Associates, L.P.

I further 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 dollars or imprisoned not more than one year, or both.

_____ (SEAL)
Purchaser, Legal Representative of the Purchaser, or other Responsible Person connected with the transaction.

Sworn to before me this
24 day of June, 1997.

_____ (SEAL)
Notary Public for South Carolina
My commission expires: 08-01-05

Leonard L. Long, Jr.
EXECUTIVE VICE PRESIDENT

Kiawah Island

P: 843.958.8472
F: 843.723.2058
C: 843.860.6265
E: leonard_long@kiawahisland.com

July 22, 2011

Dennis J. Rhoad, Esq.
Rhoad and Rhoad
123 W. Main Street
Moncks Corner, SC 29461

Dear Dennis,

I am writing to seek your help on a problem arising from the conveyance of the beachfront strip to KICA under the 1994 Development Agreement.

To refresh your memory, Section 16(b) of the 1994 DA (attachment #1) required the conveyance of a "10 Mile Strip of Beachfront Property" described generally as: "...[A] strip of scenic dunes and high land owned primarily by the Property Owner... which extends along the Kiawah Island beachfront for approximately 10 miles as generally depicted on Exhibit 16.2.... This strip of high land varies in width, but often is 200' to 300' wide and is generally seaward of most residential, resort, or commercial property lines." KRA executed the deed for this conveyance before the deadline of January 1, 1996. I have enclosed a copy of Exh. 16.2 (attachment #2). This conveyance was complicated for many reasons, not the least of which were locating the boundary of and describing the beachfront strip over ten miles of beach and convincing the RMC office to record the deed for land that did not meet the requirements for a lot in almost any respect.

Soon thereafter, in 1997, as you may recall, we unearthed the first error with the property description in the Beachfront Deed to KICA. The property description inadvertently included a beachfront development tract owned by KRA in the middle of the island. The Town kindly assisted us in correcting the error, and with the Town's approval, KICA executed a confirmatory quit-claim deed to KRA returning title to KRA for the 3+ acre oceanfront tract adjacent to the center island Sanctuary Hotel tract (attachment #3).

Here is our current dilemma. Several years ago, while completing title work in connection with financing on Captain Sam's, we determined that the property description in the Beachfront Deed also incorrectly included an area seaward of our 2+ acre Employee Facility tract on Beachwalker Road. The Employee Facility Tract, the area seaward of that tract, and the adjacent 16 acre Beachwalker Ocean tract are portions of Parcels 12 and 13 under both the 1994 and 2005 Development Agreements. The area in question, separated from the remainder of the Beachfront strip by the Beachwalker Ocean tract, obviously was never intended to be included in the Beachfront conveyance to KICA (see attachments #4, 5 and 6).

We approached KICA in the summer of 2007 in an effort to correct the inadvertent conveyance. The Board acknowledged that the property was conveyed in error, but despite our view that a corrective or confirmatory deed to correct a conveyance made in error did not require property owner/member approval and pointing out the precedent set by a prior Board when it signed the 1997 confirmatory deed referenced above, the then-existing KICA Board was reluctant to sign without an affirmative vote of the membership.

We were able to complete our financing by including an exception in the title policy and a post-closing requirement for a confirmatory quit-claim deed from KICA, but the issue never was resolved.

This area that was erroneously conveyed is rightfully owned by KRA and provides the most practical, least intrusive location for the roadway and utilities that are an important component of our development plans for Captain Sams, so we urgently need to regain clear title to this land and correct the mistake.

We propose to request from KICA the attached Corrective Quit-Claim Deed for the area west of the Beachwalker Ocean parcel that was inadvertently conveyed. Further, to avoid any question as to the appropriateness of the Corrective Quit-Claim deed, we would like to include the Consent attached.

Please review the enclosures and let me know if you have any questions or comments. We can no longer let this linger and must undo this mistake immediately. We would very much like the Town's concurrence so that we can get the matter resolved and the Corrective Quit-Claim deed on record as soon as possible.

Best regards,

Leonard

Leonard L. Long, Jr.

Enclosures

Cc: G. Trenholm Walker, Esq.
Townsend P. Clarkson
Honorable G. Steven Orban
Elisabeth F. Nimmons

16. Environmentally-Sensitive Property Protection. The Property Owner shall make the following reservations, conveyances, leases, easements, and other agreements related to the protection of environmentally sensitive property as follows:

(a) Preservation of Marsh Lands Acreage:

There are approximately 4,000 to 5,000 acres of low lands and marsh lands contiguous to Kiawah Island, including those lands below mean high water and isolated lands above mean high water which are not specifically identified as Parcels in Exhibit 1.3 of this agreement, identified on Exhibit 16.1. On or before the expiration of the term of this Agreement, all such land identified in Exhibit 16.1, except as further set forth herein, shall be conveyed by the Property Owner by quit claim deed (for $1.00) to the KICA as additional Common Property subject to subpart (d) below.

The conveyance of all marshes and lowlands (as lie below mean high tide) shall be subject to a reservation in favor of Property Owner, its successors and assigns, across the property conveyed for access by walkways, docks, bridges, etc., to any highlands, hummocks or the like for active and passive recreational uses, and subject to all rights for dock usage under the Town's Key Location Ordinance, and subject to the right to grant a conservation easement to a qualified organization under 26 U.S.C. § 501(c)(3) in a form required by state or federal law before transfer to KICA. Property Owner shall also convey isolated lands above mean high water in the marsh that are not specifically identified as Parcels, by quit claim deed, to KICA by 2008, subject to all the same reservations, except for "undevelopable" highlands and isolated highlands as shown on Exh. 16.1 (KRA to provide description of undevelopable highland near or adjacent to developable highland). As for these "undevelopable" highlands and isolated highlands shown on Exh. 16.1 to be retained by Property Owner, Property Owner shall not be required to convey the same to KICA and may deed the same to purchasers; provided the deed imposes permanent restrictions that prevent all construction (provided that said restrictions shall not prohibit active or passive recreational uses, access, and recreational structures such as docks, bulkheads, walkways, and gazebos) on such "undevelopable" highlands.

(b) 10 Mile Strip of Beachfront Property:

It is understood and agreed that there is a strip of scenic dunes and high land owned primarily by the Property Owner (some of which is encumbered by the General Covenants, certain view and access easements and other agreements of record) which extends along the Kiawah Island beachfront for approximately 10 miles as generally depicted on Exhibit 16.2. This strip of high land varies in width, but often is 200' to 300' wide and is generally seaward of most

residential, resort, or commercial property lines. It generally comprises the area of land abutting most seaward platted residential Lot lines and the mean high water mark of the Atlantic Ocean.

The Property Owner hereby agrees that this strip of highland and dunes will, on or before January 1, 1996, be conveyed by quit claim deed to the KICA as Common Property, subject only to matters of record prior to the effective date of this Agreement and the right of the Property Owner and other nearby owners to enjoy ingress and egress, permitted boardwalks and gazebos, across same in appropriate locations to access the beach or for other lawful purposes. The conveyance shall be by deed at the Property Owner's election (for $1.00 consideration), and recorded in the Charleston County RMC office.

The protective ocean front building setback guidelines voluntarily imposed in the mid-1970's by the predecessors in title of the Property Owner as well as the Property Owner with respect to the ocean front dunes for the purposes of setting back residential building structures, shall be continued by the ARB respecting its regulation of usage and placement of such structures on ocean front Lots at Kiawah Island. The strict customs and usages of the ARB shall likewise be continued in regard to such house structure setbacks.

Property Owner hereby acknowledges that certain License/Access Agreement dated December 31, 1993, as set forth in Exh. 31.1 to be in full force and effect. Any covenants or deed reservations recorded prior or subsequent to the License Agreement by Property Owner and contrary thereto shall be deemed ineffective.

The emergency beach accesses identified in the License/Access Agreement shall not be obstructed in any manner inconsistent with the rights of the Town as set forth in the License/Access Agreement. The Town shall have the absolute right to access the beach at those emergency beach access points pursuant to the License/Access Agreement.

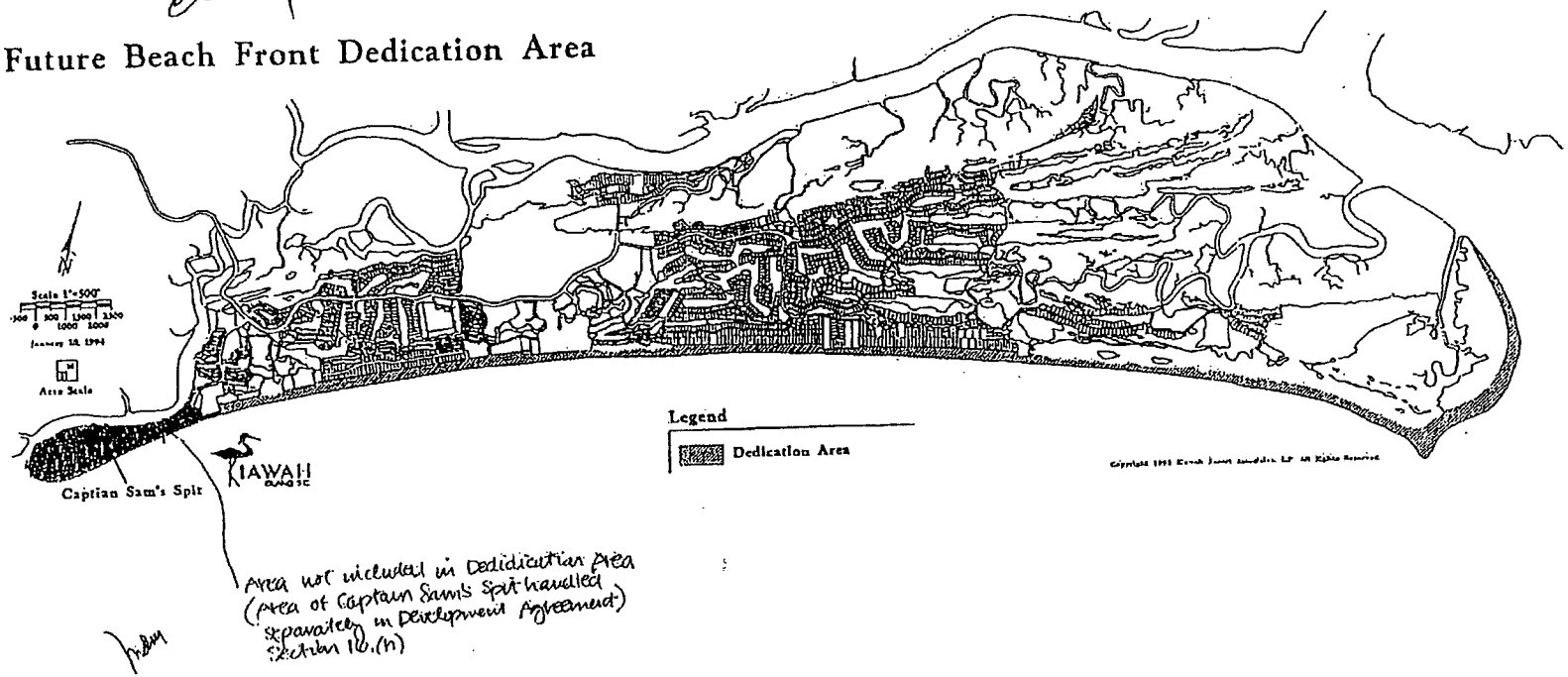
Property Owner further acknowledges that the Town shares concurrent jurisdiction with the South Carolina Coastal Council and federal agencies in accord with state and federal law, including the Town's jurisdiction and authority as set forth in Section 48-39-10, et. seq., of the South Carolina Code of Laws, 1976, as amended.

(c) Marshes:

The Property Owner will limit its use of the marshes in and surrounding Kiawah Island to only such uses as are allowed by Subpart 16.(a) herein, the

Attachment #2

Future Beach Front Dedication Area



attachment #3

BK Y285PG763 Re-Recorded

BK O 288PG790

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CONFIRMATORY QUIT-CLAIM DEED
(3.054 Acre "Beachfront Parcel" on Sea Forest Drive Town of Kiawah Island, S.C.)

WHEREAS, Kiawah Resort Associates, L.P. (a Delaware limited partnership hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantee") and the Town of Kiawah Island entered into that certain Development Agreement in connection with the development of Kiawah Island, S.C., which agreement is dated as of September 26, 1994, and recorded September 30, 1994, in Book J248, page 1, in the R.M.C. Office for Charleston County, S.C., as amended (the "Development Agreement"); and

WHEREAS, pursuant to the provisions of Section 16.b. of the Development Agreement, KRA, L.P. conveyed several miles of beachfront property on Kiawah Island, Charleston County, S.C., to the Kiawah Island Community Association, Inc. (hereinafter sometimes referred to as the "KICA" and/or the "Grantor") by Quit-Claim Deed dated the 29th day of December, 1995, and recorded in Book N265, page 406, in said R.M.C. Office (the "Beachfront Deed"); and

WHEREAS, the property conveyed by the Beachfront Deed was not shown in its entirety on plats of record, thus requiring that the legal description of the property conveyed be described generally as an area extending from a specific point located at the western end of Kiawah Island to a point located at the eastern end thereof, generally between 200' and 300' in width, extending from the seaward boundary lines of "most beachfront residential, resort and commercial properties on Kiawah Island as shown on plats of record" in said R.M.C. Office, to the mean high water mark of the Atlantic Ocean; and

WHEREAS, it has come to the attention of KRA, L.P. that at the time of said conveyance, there was no plat of record which would establish the seaward boundary line of an approximately 3.054 acre beachfront parcel located south of the easternmost terminus of Sea Forest Drive on Kiawah Island, east of Windswept Villas, and west of the "Center Island Hotel Tract;" and

WHEREAS, KRA, L.P. has now obtained a plat of survey dated March 11, 1997, which establishes the southern or seaward boundary line of the said 3.054 acre beachfront parcel, which plat was prepared by Southeastern Surveying, Inc., has been duly approved by the proper governmental authorities, and is recorded in Plat Book EB, at page 679, in said R.M.C. Office, and the said 3.054 acre beachfront parcel is more particularly described according to said plat in the legal description thereof set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Property";) and

WHEREAS, it was not the intention of the parties to the Development Agreement that title to any portion of the Property be included in the Beachfront Deed; and

WHEREAS, KICA is minded to execute and deliver the within Confirmatory Quit-Claim Deed to the said KRA, L.P. in order to (i) avoid any possible future question or concern regarding the title to the Property being presently vested in KRA, L.P.; and (ii) remove any question as may have arisen by the unintended possible inclusion of the Property or some portion thereof in the legal description in the Beachfront Deed; and

**This deed is being re-recorded to add the Tract designation (Tract "F") and correct the name of the plat in the Property Description on Exhibit "A".

WHEREAS, at a duly called meeting of the Board of Directors of the Kiawah Island Community Association, Inc., held the 27th day of May, 1997, it was unanimously resolved that the execution and delivery of the within Confirmatory Quit-Claim Deed is an administerial function of such corporation to clarify an ambiguity created by the language contained in the Beachfront Deed, and pursuant to the powers and authority vested in said Board of Directors under the Declaration of Covenants and Restrictions of the KICA recorded in Book M114, page 407, in the R.M.C. Office, as amended (the "KICA Covenants"), Eric H. Nielsen, its President, and Nicholas Mihalas, its Secretary, were authorized and directed to execute the same on behalf of the corporation,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that KIAWAH ISLAND COMMUNITY ASSOCIATION, INC., by and through its undersigned officers thereunto duly authorized, in the State aforesaid, for/and in consideration of the Premises and the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by KIAWAH RESORT ASSOCIATES, L.P., in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released, and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said KIAWAH RESORT ASSOCIATES, L.P., all of its right, title and interest of, in and to the below described property, to-wit:

SEE ATTACHED EXHIBIT "A" FOR PROPERTY DESCRIPTION
OF THE 3.054 ACRE BEACHFRONT PARCEL
(hereinafter sometimes referred to as the "Property")

This conveyance is made subject to any and all applicable covenants, conditions, restrictions, and easements of record.

TMS Number:	209-07-00-126
Tax District:	5-4
Address of Grantee:	Post Office Box 12001 Charleston, SC 29422

AND KICA, by the execution, delivery, and recordation of the within Confirmatory Quit-Claim Deed, does hereby agree and confirm that (i) the Property was not, nor was it ever intended to be included in the Beachfront Deed conveyance; (ii) that any and all reservations, limitations or restrictions purportedly imposed on or implied by, through, or under the Beachfront Deed to be on the Property are hereby declared null, void, and of no further force and effect if ever in effect; and (iii) that no portion of the Property is, or ever was intended to be maintained and utilized as a "Common Property" as such term is defined in the KICA Covenants.

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 said premises before mentioned unto the said KIAWAH RESORT ASSOCIATES, L.P., its successors and assigns, forever.

Kiawah Resort Associates, L.P. has joined in the execution of the within Confirmatory Quit-Claim Deed to evidence of record its consent and agreement to said deed and the terms, provisions, and conditions set forth herein.

BK Y285PG765 BK Re-Recorded O 288PG792

IN WITNESS WHEREOF, the Kiawah Island Community Association, Inc. has caused these presents to be executed in its name by its officer(s) thereunto duly authorized, and its seal to be hereunto affixed, this 23 day of June, in the year of our Lord One Thousand Nine Hundred and Ninety-Seven, in the Two Hundred and Twenty-First year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH ISLAND COMMUNITY
ASSOCIATION, INC. (SEAL)

By: _____
Eric H. Nielsen
Its: President

By: _____
Nicholas Mihalas
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by the Kiawah Island Community Association, Inc., by Eric H. Nielsen, its President, this 23rd day of June, 1997.

_____ (SEAL)
Notary Public for South Carolina
My commission expires: 8-8-99

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by the Kiawah Island Community Association, Inc., by Nicholas Mihalas, its Secretary, this 23rd day of June, 1997.

_____ (SEAL)
Notary Public for South Carolina
My commission expires: 8-8-99

BK Y285PG766 Re-Recorded
BK O 288PG793

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized and its seal to be hereunto affixed, this 15th day of April, in the year of our Lord One Thousand Nine Hundred and Ninety-Seven, in the Two Hundred and Twenty-First year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Allison L. Bell

Lisa C. Bryant

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

By: Charles P. Darby
Charles P. Darby, III
Its: President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles P. Darby, III, its President, this 15th day of April, 1997.

Lisa C. Bryant (SEAL)
Notary Public for South Carolina
My commission expires: 8-8-99

efn/wpdocs/town/4acreded.rev

Return to:

BK Y285PG771

Elisabeth F. Nimmons
Legal Planning Assistant
Kiawah Resort Associates, L.P.
Post Office Box 419
Charleston, SC 29402

FILED
Y285-763
97 JUN 24 PM 2:25
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

cond.

Recording Fee	14.00
State Fee	EXEMPT
County Fee	
Postage	
TOTAL	14.00

A

Re-Recorded
BK O 288PG798

AC
DTD 6-26-92

Recorded this 24 day of Jun Year 97
On Property Record Card
Peggy A Mosley
Auditor Charleston County

Re-Recording

Fee	14.00
State Fee	EXEMPT
County Fee	
Postage	
TOTAL	14.00

C

Re-Recorded
FILED
0288-790
97 AUG 15 PM 4:01
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

TIME ENTERED
AC
DTD 8-20-97

Recorded this 15 day of Aug Year 97
On Property Record Card
Peggy A Mosley
Auditor Charleston County

BK Re-Recorded O 288PG794 BK Y285PG767

Exhibit "A"

Description of 3.054 Acre Tract

*as Tract "F" TRACT F BEING

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, State aforesaid, containing 3.054 acres, more or less, and shown* on a plat prepared by Southeastern Surveying, Inc., entitled "*A BOUNDARY PLAT OF 3.054 ACRES OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA*" dated March 11, 1997, and recorded in Plat Book EB, at page 679, in the R.M.C. Office for Charleston County, S.C., said property having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

Re-Recorded
BK O 288PG795

BK V285PG768

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CONSENT
(Confirmatory Quit-Claim Deed)

WHEREAS, Kiawah Resort Associates, L.P. (a Delaware limited partnership hereinafter sometimes referred to as "KRA, L.P.") and the Town of Kiawah Island (the "Town") entered into that certain Development Agreement in connection with the development of Kiawah Island, S.C., which agreement is dated as of September 26, 1994, and recorded September 30, 1994, in Book J248, page 1, in the R.M.C. Office for Charleston County, S.C., (the "R.M.C. Office"), as amended (the "Development Agreement"); and

WHEREAS, pursuant to the provisions of Section 16.b. of the Development Agreement, KRA, L.P. attempted to convey approximately 10 miles of beachfront property on Kiawah Island, Charleston County, S.C., to the Kiawah Island Community Association, Inc. ("KICA") by Quit-Claim Deed dated the 29th day of December, 1995, and recorded in Book N265, page 406, in the R.M.C. Office (the "Beachfront Deed"); and

WHEREAS, (i) the 10 mile beachfront strip to be conveyed to KICA by the Beachfront Deed was not shown on a plat of record; (ii) certain of the properties landward of the beachfront strip to be conveyed were either shown on numerous plats of record or were not platted at all; and (iii) the seaward boundary lines of certain parcels as shown on plats of record is the mean high water mark of the Atlantic Ocean, thereby creating an uncertainty as to exactly what property was conveyed to KICA by the Beachfront Deed, and what property was retained by KRA, L.P.; and

WHEREAS, KRA, L.P. is the owner of a 3.054 acre beachfront parcel located south of the easternmost terminus of Sea Forest Drive on Kiawah Island, east of Windswept Villas, and west of the "Center Island Hotel Tract," which 3.054 acre tract is more particularly described on Exhibit "A" on the attached Confirmatory Quit-Claim Deed from KICA to KRA, L.P. (the "3.054 Acre Tract") but which parcel was not shown on a plat of record in the R.M.C. Office at the time of recordation of the Beachfront Deed,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that after a careful review of the Development Agreement, and due consideration and consultation by and among the Mayor, Council members, and legal representatives of the Town, the Town of Kiawah Island, as a party to the Development Agreement, is minded to execute the within Consent to evidence of record its acknowledgment that the 3.054 Acre Tract as shown on a plat by Southeastern Surveying, Inc., recorded in Plat Book EB, at page 679, in the R.M.C. Office, and more particularly described on Exhibit "A" to the attached Confirmatory Quit-Claim Deed from KICA to KRA, L.P. never was intended to be included in the Beachfront Deed; and to consent to the execution, delivery, and recordation of the said Confirmatory Quit-Claim Deed by KICA to KRA, L.P. as a confirmatory action, which shall not be construed as contrary to or in violation of the terms and provisions of Paragraph 16.b. of the Development Agreement.

BK Y285PG769

Re-Recorded
BK O 288PG79

IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed this 21st day of April, 1997.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

TOWN OF KIAWAH ISLAND
(CORP. SEAL)

By: Ralph A. Magnotti
Ralph A. Magnotti, Mayor

Attest: Rita Moran
Clerk of Council

BK Y285PG770

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT

Re-Recorded
BK O 288PG797

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. Certain property located within the Town of Kiawah Island, Charleston County, S.C., being a 3.054 acre tract of land, bearing Charleston County Assessor's Office TMS #209-07-00-126, was transferred by Kiawah Island Community Association, Inc. to Kiawah Resort Associates, L.P. by Confirmatory Quit-Claim Deed dated April 15, 1997.

2. The transaction was (Check One):

_____ an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was a nominal consideration of Five and No/100 ($5.00) Dollars, as the conveyance is a transfer of roads and other related facilities.

_____ not an arm's length real property transaction and the fair market value of the property is $_____.

_XX_ The above transaction is exempt, or partially exempt from the recording fee as set forth in S.C. Code Ann. Section 12-24-10, et.seq. because said transaction is a Confirmatory Quit-Claim Deed, and meets the requirements of Exemption #14.

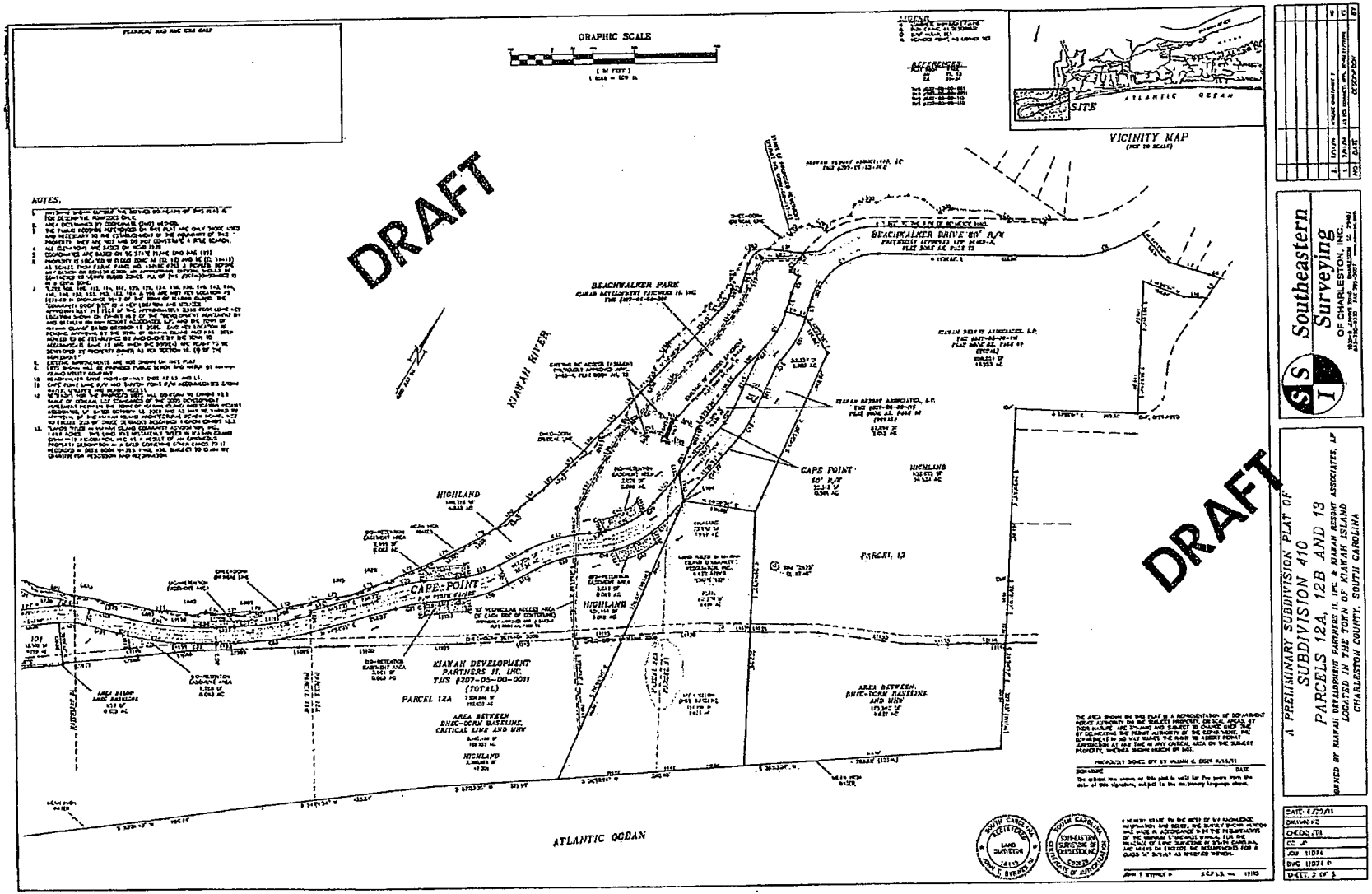
As requested by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Legal Planning Assistant for the Grantee, Kiawah Resort Associates, L.P.

I further 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 dollars or imprisoned not more than one year, or both.

_____ (SEAL)
Purchaser, Legal Representative of the Purchaser, or other Responsible Person connected with the transaction.

Sworn to before me this
24 day of June, 1997.

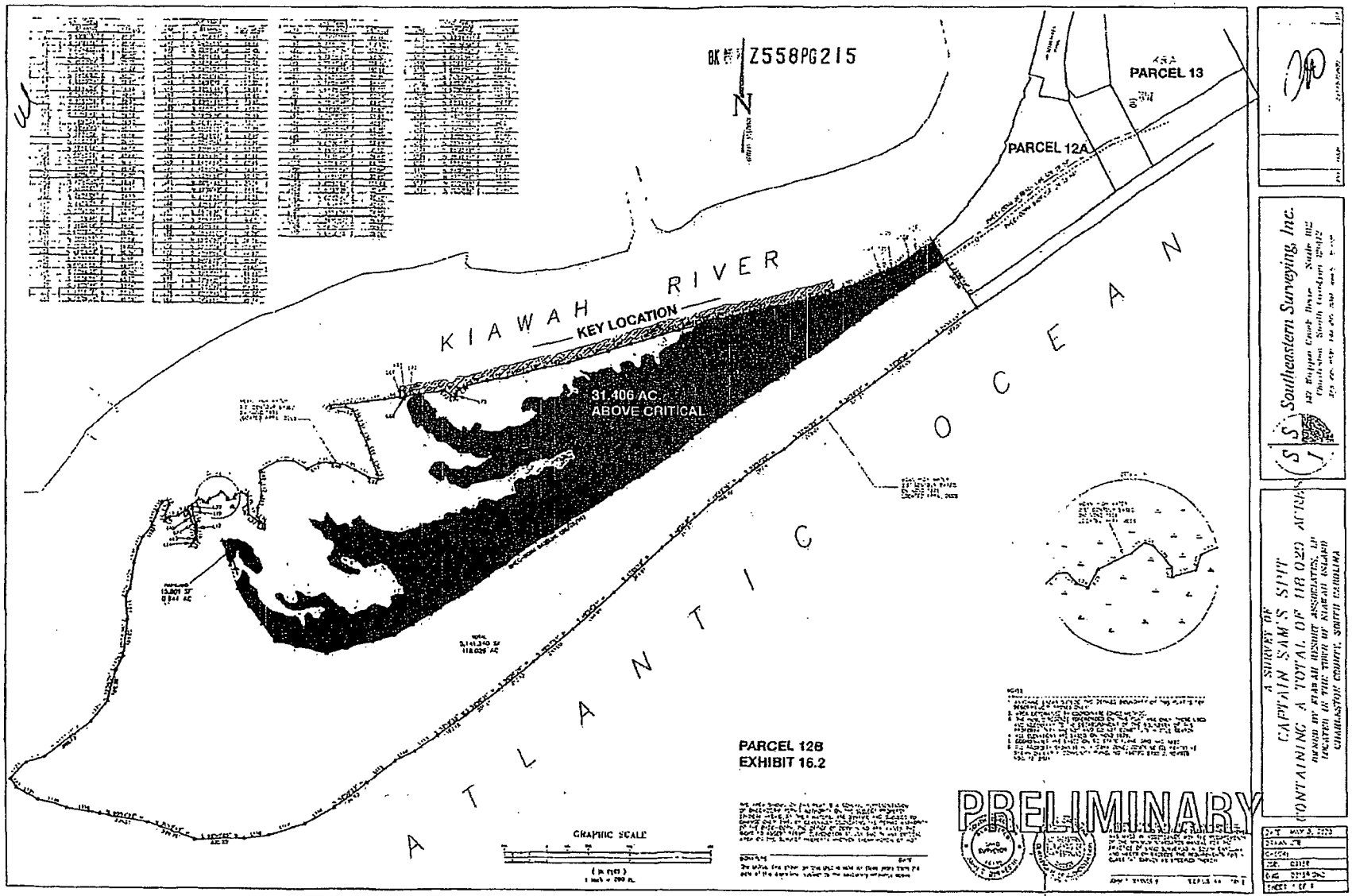
_____ (SEAL)
Notary Public for South Carolina
My commission expires: 08-01-05



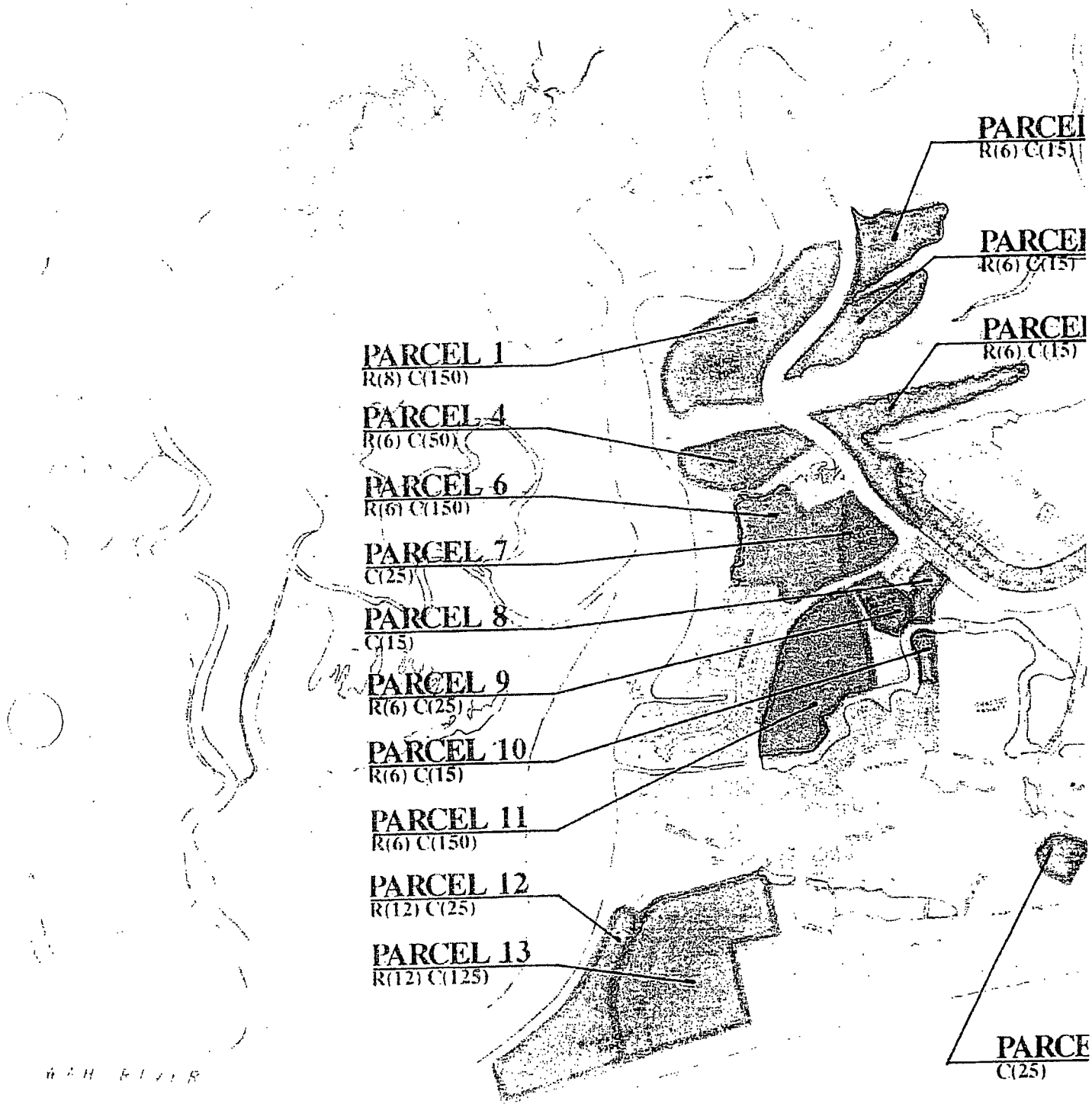
2148

Attachment #4

2005 Dev. Agmt.



Attachment #5



From 1994 DA

Attachment 5 continued

Charleston County, South Carolina

Copyright 2004
Charleston County GIS
4045 Bridge View Drive
North Charleston, SC 29405-7464

Legend

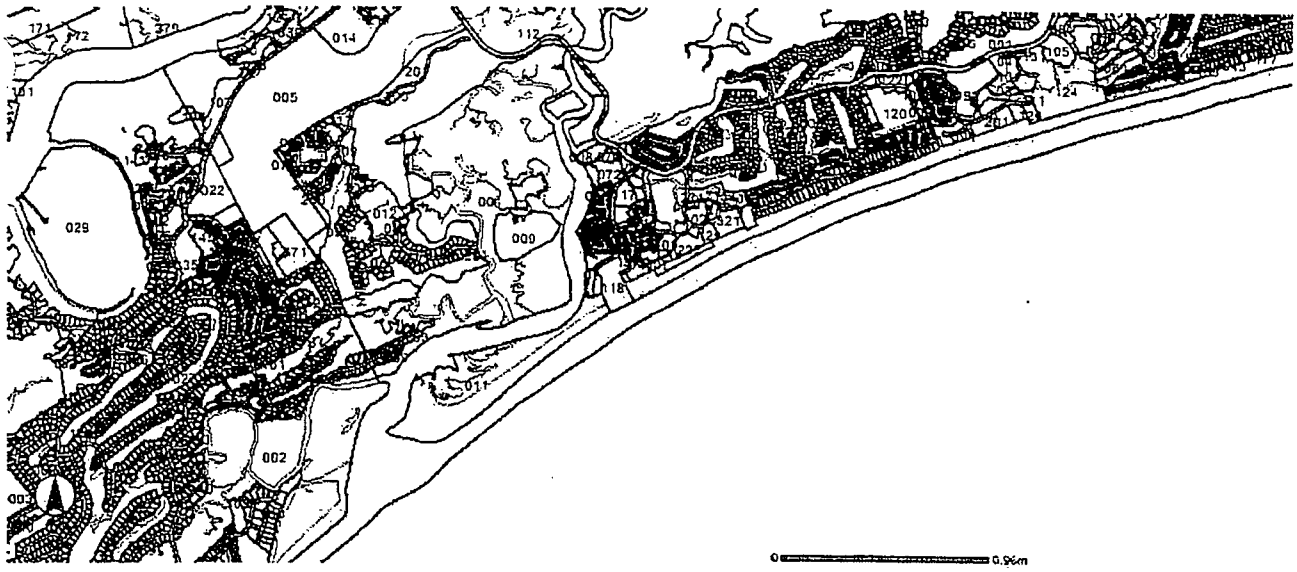
- ☐ Selected Features
- Streets/Roads
- ☐ Parcels

PARCEL NUMBER : 2070000029

PARCEL ID:	2070000029
STREET NUMBER:	0
STREET NAME:	NO STREET
PROP UNIT:	
PROP CITY:	KIAWAH
PROP ZIP:	29455
SITE NAME:	
GENERAL USE:	UND
MOBILE HOMES:	0
SUBDIVISION:	
LEGAL DESCRIPTION:	PARCEL 8 APPROX 10 MILES OF BEACHFRONT PROPERTY
LGL HI ACRES:	0
LGL MAR ACRES:	0
LGL WATER ACRES:	0
LGL SWAMP ACRES:	0
LGL TOTAL ACRES:	0
TAX DISTRICT:	54
JURISDICTION:	CTA
PLAT BOOK:	N265406
OWNER ON 1ST:	KIAWAH ISLAND COMMUNITY ASSOCIATES
OWNER2 ON 1ST:	INC
CURRENT OWNER1:	
CURRENT OWNER2:	
SALE DATE:	12/29/1995
DEED BOOK:	N265-406

Attachment #6
Cois of Beachfront Strip

WILL CODE:	
WILL DATE:	
C O NAME:	
MAIL STREET NUMBER:	23
MAIL STREET NAME:	BEACHWALKER DR
MAIL UNIT:	
MAIL CITY:	JOHNS ISLAND
MAIL STATE:	SC
MAIL ZIP:	29455-5652
MAIL COUNTRY:	
MAIL POSTAL CODE:	
SALE PRICE:	1
MULT LOT:	0
SPLIT CODE:	Y
MLOD GROUP:	
FINAL VALUE:	200
BUILD COUNT:	0
AG USE VAL:	0
AG MARKET TOT:	0
LR APPROVE:	N
YEAR BUILT:	0
BEDROOMS:	0
FULL BATHS:	0
THREE QTR BATHS:	0
HALF BATHS:	0
TOTAL FINISH AREA:	0
LIVING AREA:	0
CONDO-BEDROOM:	0
CONDO FULL BATH:	0
CONDO H-BATH:	0
LR APPR VAL:	0
CAP ASSESSED VALUE:	0


005
029
022
009
002
120
0.5km

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CORRECTIVE QUIT-CLAIM DEED

WHEREAS, under the terms of the 1994 Development Agreement (the "1994 Development Agreement") by and between the Town of Kiawah Island (the "Town") and Kiawah Resort Associates, L.P. ("KRALP"), dated as of September 26, 1994, and recorded September 30, 1994, in Book J248, page 1, in the R.M.C. Office for Charleston County, S.C. (the "R.M.C. Office"), as amended, KRALP agreed to convey to the Kiawah Island Community Association, Inc. (hereinafter referred to as "KICA" and/or the "Grantor") certain property along the Kiawah Island Beachfront, which tract of land is delineated by cross-hatching on Exhibit 16.2 to the 1994 Development Agreement entitled "Future Beach Front Dedication Area;" and

WHEREAS, by Quit-Claim Deed dated the 29th day of December, 1995, and recorded the 20th day of February, 1996, in Book N265, page 406, in the R.M.C. Office (the "Beachfront Deed"), KRALP conveyed to KICA a strip of land extending from a specific point located at the western end of Kiawah Island to a point located at the eastern end thereof, generally between 200' and 300' wide, extending from the seaward boundary lines of most beachfront residential, resort and commercial properties on Kiawah Island as shown on plats of record in the R.M.C. Office, to the mean high water mark of the Atlantic Ocean; and

WHEREAS, the parties have determined that, through inadvertence, the property description in the Beachfront Deed incorrectly included beachfront property that was not intended to be conveyed to KICA nor required to be conveyed to KICA under the terms of the 1994 Development Agreement, specifically a portion of the parcels denoted as Parcels 12 and 13 under the 1994 Development Agreement; and

WHEREAS, in August of 2006, a boundary plat which included portions of Parcels 12 and 13 under the 1994 Development Agreement was recorded in Plat Book EK at pages 31-34 in the R.M.C. Office, and the land shown thereon was conveyed to Kiawah Development Partners II, Inc. (a South Carolina corporation hereinafter sometimes referred to as the "Grantee") by Corrective and Confirmatory Quit-Claim Deed recorded on December 28, 2007, in Book L647, page 293 in the R.M.C. Office; and

WHEREAS, KICA is minded to execute and deliver the within Corrective Quit-Claim Deed to convey to Grantee those properties within Parcels 12 and 13 under the 1994 Development Agreement that were inadvertently included in the Beachfront Deed;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT KIAWAH ISLAND COMMUNITY ASSOCIATION, INC. in the State aforesaid, for/and in consideration of the Premises and the sum of One and No/100 ($1.00) Dollar to it in hand paid at and before the sealing of these Presents by KIAWAH DEVELOPMENT PARTNERS II, INC., in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does hereby remise, release and forever quit-claim unto the said KIAWAH DEVELOPMENT PARTNERS II, INC., all of its right, title and interest, of, in and to the following described property, to-wit:

> All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, shown and designated as "16.088 Ac." on a plat by Southeastern Surveying, Inc., entitled "A PLAT OF A 16.088 ACRE TRACT OWNED BY KIAWAH ISLAND COMPANY, LIMITED LOCATED ON KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA," dated May 18, 1988, having latest revision dated June 28, 1988, and recorded in Plat Book BS at page 60 in the R.M.C. Office for Charleston County, S.C., said tract having such location, metes, butts, bounds, courses and distances as will by reference to said plat more fully appear.
>
> TMS #207-05-00-118

ALSO

All that certain piece, parcel, or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, known generally as the "Employee Facility Tract" and shown and designated as "2.067 Acres." on a plat by Williams & Associates entitled "Plat Of: The Employee Facility Tract Located On – Kiawah Island, Charleston County, South Carolina Owned By – Kiawah Island Company, Limited, Kiawah Island, South Carolina 29455" dated March 20, 1981, last revised on March 20, 1981, and recorded in Plat Book AS at page 85 in the R.M.C. Office for Charleston County, S.C., said tract having such location, metes, butts, bounds, courses and distances as will by reference to said plat more fully appear.

TMS Number: 207-05-00-115

ALSO

All that certain piece, parcel, or tract of land situate, lying and being at the west end of Kiawah Island proper, in the Town of Kiawah Island, Charleston County, South Carolina, containing 133.490 acres, more or less, known generally known as the "Beachwalker Park" and "Captain Sam's" Parcels and shown on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A BOUNDARY SURVEY OF CAPTAIN SAM'S SPIT CONTAINING A TOTAL OF 133.490 ACRES OWNED BY KIAWAH LAND DEVELOPMENT, LLC LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" dated July 17, 2006, last revised on August 9, 2006, and recorded in Plat Book EK at pages 031-034, in the R.M.C. Office for Charleston County, S.C., said tracts having such location, butts and bounds, metes, courses, and distances as will by reference to said plat more fully appear.

TMS Numbers: 207-00-00-001 and 207-05-00-0011

TOGETHER WITH all right, title and interest of the Grantor, in and to the property, if any, lying between the seaward boundary lines of the above-described tracts of land and the mean high water mark of the Atlantic Ocean, as the same may vary from time to time.

(The above-described property is hereinafter collectively referred to as the "Property")

TMS Numbers:	See above
Tax District:	5-1
Address of Grantee:	7 Beachwalker Drive Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record, and all applicable governmental and zoning ordinances and regulations.

Portions of the Property hereby conveyed are or may be located in part seaward of the interim Setback Line as established by the Department of Health and Environmental Control - Office of Ocean and Coastal Resource Management, and South Carolina Code Sections 48-39-250, et. seq. (the "Beachfront Management Act"). The following information concerning the location and circumstances of the Property is hereby disclosed:

The proximity and location of the interim Setback Line and the Interim Baseline areas are shown on plats of record in the R.M.C. Office for Charleston County, South Carolina. There are no habitable structures on the Property seaward of the setback line. The most recently published annual erosion rate for the Property is not set forth herein because the Property shown on such plats has over the 40 year period prior to July 1, 1988, been determined to not have an erosion rate. Reference must be had to the Beachfront Management Act itself regarding the significance of these disclosures as well as the potential for movement and relocation of the lines in the future.

This is a portion of the property conveyed to the Grantor herein by Quit-Claim Deed of Kiawah Resort Associates, L.P., dated December 29, 1995, and recorded in Book N265, page 406, in the R.M.C. Office.

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

TO HAVE AND TO HOLD, all and singular, the Property before mentioned unto the said Kiawah Development Partners II, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, KIAWAH ISLAND COMMUNITY ASSOCIATION, INC. has caused these presents to be executed in its name by its officers thereunto duly authorized this _____ day of July, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

KIAWAH ISLAND COMMUNITY
ASSOCIATION, INC. (SEAL)

By:_____

Its:_____

By:_____

Its:_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by the Kiawah Island Community Association, Inc., by its officers thereunto duly authorized, this ____ day of July, 2011.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

STATE OF SOUTH CAROLINA)
) AFFIDAVIT Date of Transfer of Title
COUNTY OF CHARLESTON) Closing Date: _____, 2011

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 described in the foregoing deed, located in the Town of Kiawah Island, Charleston County, S.C., bearing Charleston County Tax Map #207-05-00-118, 207-05-00-115, 207-00-00-001 and 207-05-00-0011 was transferred by Kiawah Island Community Association, Inc. to Kiawah Development Partners II, Inc. on the ____ day of July, 2011.

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 for 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) _XX_ EXEMPT from the deed recording fee because: Exemption #12 – This is a Corrective Quit-Claim Deed to correct the property description in a previous deed.

4. Check one of the following if either item 3a or item 3b 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 $_____.

5. Check YES _____ or NO _xx_ 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) $ the amount listed in item 4 above
   b) -0- the amount listed in item 5 above (no amount place zero)
   c) $ Subtract line 6b from Line 6a and place the result.

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

8. Check if Property other than Real Property is being transferred on this Deed.
   a) _____ Mobile Home
   b) _____ Other

9. ____ DEED OF DISTRIBUTION – ATTORNEY'S AFFIDAVIT: Estate of_____ deceased CASE NUMBER _____. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina: that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.

10. 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 before me this _____ day of _____, 2011.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires:_____

Signed:_____
Grantor, Grantee, or Attorney that prepared this form

_____
Print or Type Name here

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CONSENT

WHEREAS, Kiawah Resort Associates, L.P. (a Delaware limited partnership hereinafter sometimes referred to as "KRALP") and the Town of Kiawah Island (the "Town") entered into that certain Development Agreement in connection with the development of Kiawah Island, S.C., which agreement is dated as of September 26, 1994, and recorded September 30, 1994, in Book J248, page 1, in the R.M.C. Office for Charleston County, S.C., (the "R.M.C. Office"), as amended (the "1994 Development Agreement"); and

WHEREAS, pursuant to the provisions of Section 16.b. of the 1994 Development Agreement, KRALP agreed to convey to the Kiawah Island Community Association, Inc. (hereinafter referred to as "KICA") "...[A] strip of scenic dunes and high land owned primarily by the Property Owner... which extends along the Kiawah Island beachfront for approximately 10 miles as generally depicted on Exhibit 16.2.... This strip of high land varies in width, but often is 200' to 300' wide and is generally seaward of most residential, resort, or commercial property lines" which tract of land is delineated by cross-hatching on Exhibit 16.2 to the 1994 Development Agreement entitled "Future Beach Front Dedication Area;"

WHEREAS, , by Quit-Claim Deed dated the 29th day of December, 1995, and recorded the 20th day of February, 1996, in Book N265, page 406, in the R.M.C. Office (the "Beachfront Deed"), KRALP conveyed to KICA a strip of land extending from a specific point located at the western end of Kiawah Island to a point located at the eastern end thereof, generally between 200' and 300' wide, extending from the seaward boundary lines of most beachfront residential, resort and commercial properties on Kiawah Island as shown on plats of record in the R.M.C. Office, to the mean high water mark of the Atlantic Ocean; and

WHEREAS, the parties have determined that, through inadvertence, the property description in the Beachfront Deed incorrectly included beachfront property that was not intended to be conveyed to KICA nor required to be conveyed to KICA under the terms of the 1994 Development Agreement, specifically a portion of the parcels denoted as Parcels 12 and 13 under the 1994 Development Agreement; and

WHEREAS, in August of 2006, a boundary plat which included portions of Parcels 12 and 13 under the 1994 Development Agreement was recorded in Plat Book EK at pages 31-34 in the R.M.C. Office, and the land shown thereon was conveyed to Kiawah Development Partners II, Inc. (a South Carolina corporation hereinafter sometimes referred to as "KDPII") by Corrective and Confirmatory Quit-Claim Deed recorded on December 28, 2007, in Book L647, page 293 in the R.M.C. Office,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that after a careful review of the 1994 Development Agreement and due consideration and consultation by and among the Mayor, Council members, and legal representatives of the Town, the Town of Kiawah Island, as a party to the 1994 Development Agreement, is minded to execute the within Consent to evidence of record its acknowledgment that the property described in the attached Corrective Quit-Claim Deed from KICA to KDPII never was intended to be included in the Beachfront Deed; and to consent to the execution, delivery, and recordation of the said Corrective Quit-Claim Deed by KICA to KDPII as a confirmatory action, which shall not be construed as contrary to or in violation of the terms and provisions of Paragraph 16.b. of the 1994 Development Agreement.

The purpose of this Consent is to provide record notice of the Town's acknowledgement and consent to the attached Corrective Quit-Claim Deed as aforesaid, and shall not be construed as a claim of any interest in the fee simple record title to any portion of the property described therein, nor does the Town make any representation as to the effect such Corrective Quit-Claim Deed may have on the title to either the property described therein or the aforesaid 10 mile beachfront strip.

IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed this _____ day of _____, 2011.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

TOWN OF KIAWAH ISLAND
(CORP. SEAL)

By:_____
G. Steven Orban, Mayor

Attest:_____
Clerk of Council

permar

MEMORANDUM

DATE: September 9, 2011

TO: Craig Weaver
Joe Bunting

CC: Leonard Long
Beth Nimmons
Trenholm Walker

FROM: Ray Pantlik
Mark Permar

RE: Beachwalker Ocean Parcel Land Transfer

Summary

Per our conversation on August 31, this memorandum is sent to provide additional support information for the following:

1. **Lands Mistakenly Titled to KICA**

   In 1996, 4.62 acres of land was mistakenly titled in Kiawah Island Community Association, Inc, as a result of an erroneous property description in a deed of conveying other lands from KRA to KICA. The intent of the original conveyance was to transfer those lands east of the easternmost property line of Parcel 13 which are generally described between the seawardmost oceanfront property lines (on the north), M.H.W. (on the south), and a terminus at the Stono River Inlet (on the east). Additionally, the intent was to have a relatively continuous boundary along the beach to the MHW that was established by a continuation of the residential beachfront property lines.

   With the exception of various individual and community beach boardwalk and limited vehicular accessways, this land is characterized by open dunefields and sandy beach with no structures. The strip of beachfront property originally intended to be conveyed by quit claim deed to the KICA as Common Property was further depicted on Exhibit 16.2 of the Development Agreement between the Town of Kiawah Island and KRA in 1994 and was described in the 1994 Development Agreement as "generally 200' and 300' wide". The intended conveyance land and the 4.62 acres of land mistakenly titled were conveyed with specific limitations of use which preclude any structure or land disturbance other than boardwalk beach access (i.e. no habitable structures, parking, etc.).

   Additionally, it should be noted that as a result of this unintentional error, a parcel has been created which did not meet Town of Kiawah Island Subdivision Requirements, with particular attention to the fact the parcel is

permar inc. 76 Wentworth Street, Suite 400, Charleston, South Carolina 29401 t 843.723.0002 f 843.722.8778

land locked and inaccessible from any platted ROW. Further the parcel is not contiguous to the existing correctly conveyed beachfront strip to the east of Parcel 13.

The resultant 4.62 acre parcel, shown on sheet 2 of 5 of the Preliminary Plat of Parcels 12A, 12B and 13 (attached), is indicated as Land Titled to Kiawah Island Community Association, Inc. with an additional note 13. referencing the error. This parcel is further described on the plat as including 1.699 acres on the landward side of the 2009 DHEC-OCRM Baseline and 2.922 acres on the seaward side to M.H.W.

Prior to knowledge of the error, KRA has included the area landward of the baseline as part of land available for comprehensive development of Parcels 12A, 12B, and 13. Although plans have yet to be finalized, the range of use alternatives have included residential, recreational, open space and the diverse array of circulation for pedestrians and vehicles to serve the various parcels. As an example, the initial access road from the end of Beachwalker Drive was originally located through a portion of this parcel in an area that minimized impacts on existing tree cover and topography. Modification of the road location and reduction of development alternatives as a result of the error will place greater pressure on land use alternatives for the parcels. This error, if retained could result in less open space within the parcels while still maintaining minimal open space standards.

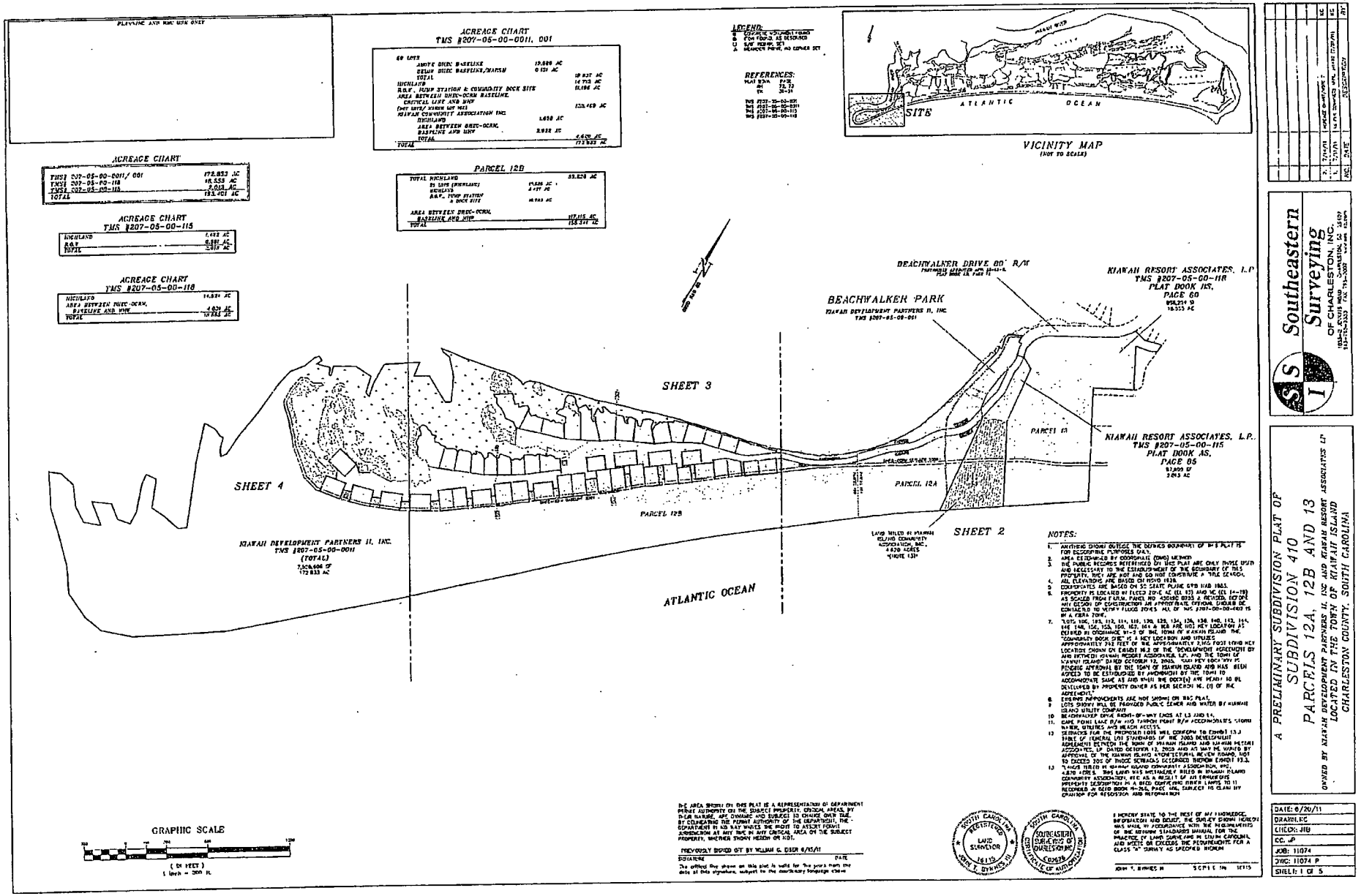
Action requested:

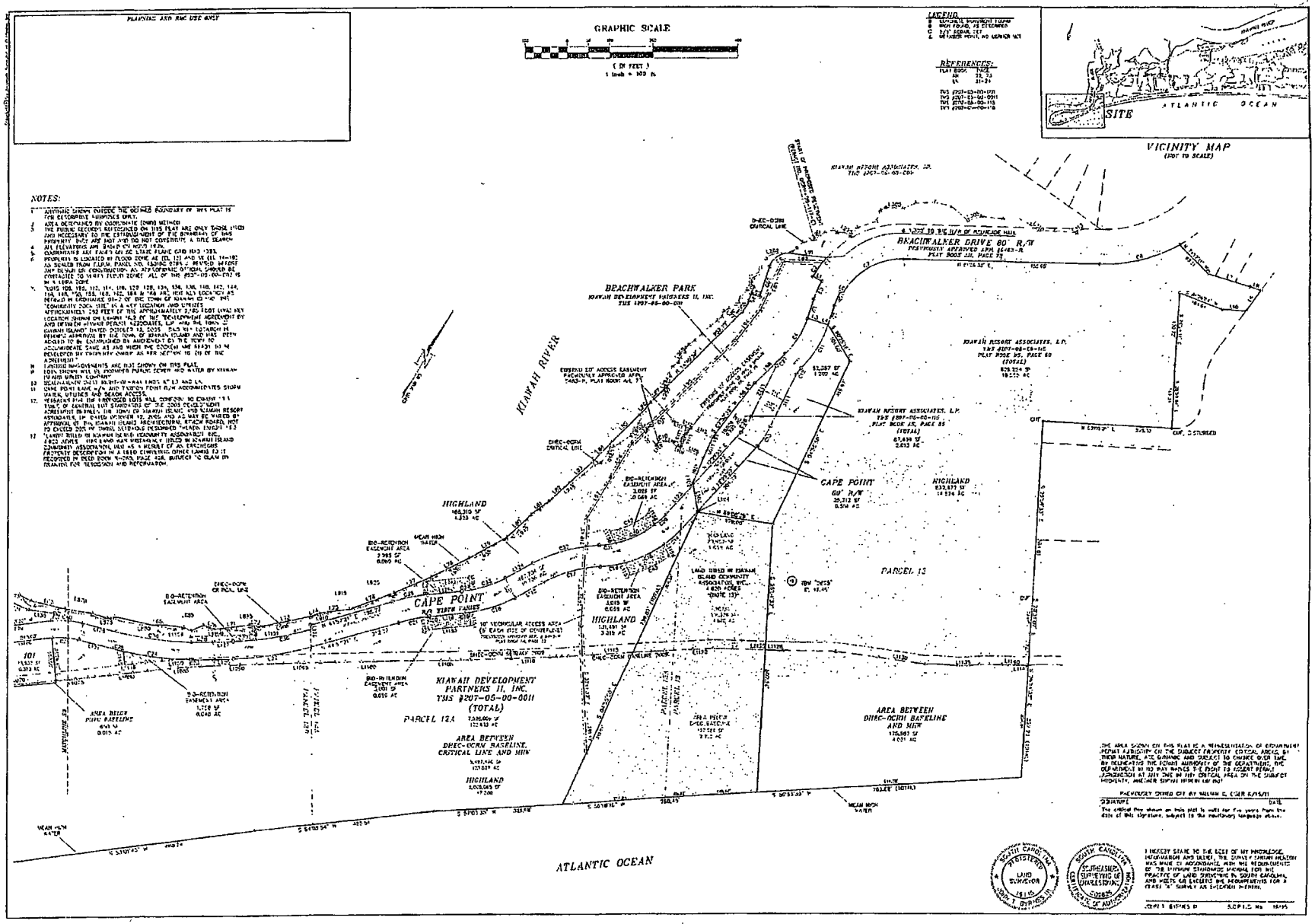
Based upon an assessment of the history of the parcel creation, it is clear this was mistaken and not known by KICA, KRA, and the Town of Kiawah Island at the time. The restrictions imposed on the parcel limit KICA from any active use and, when combined with the reduction of flexible planning for the remaining parcels, place greater pressure on development alternatives in contiguous lands, thus resulting in less open space.

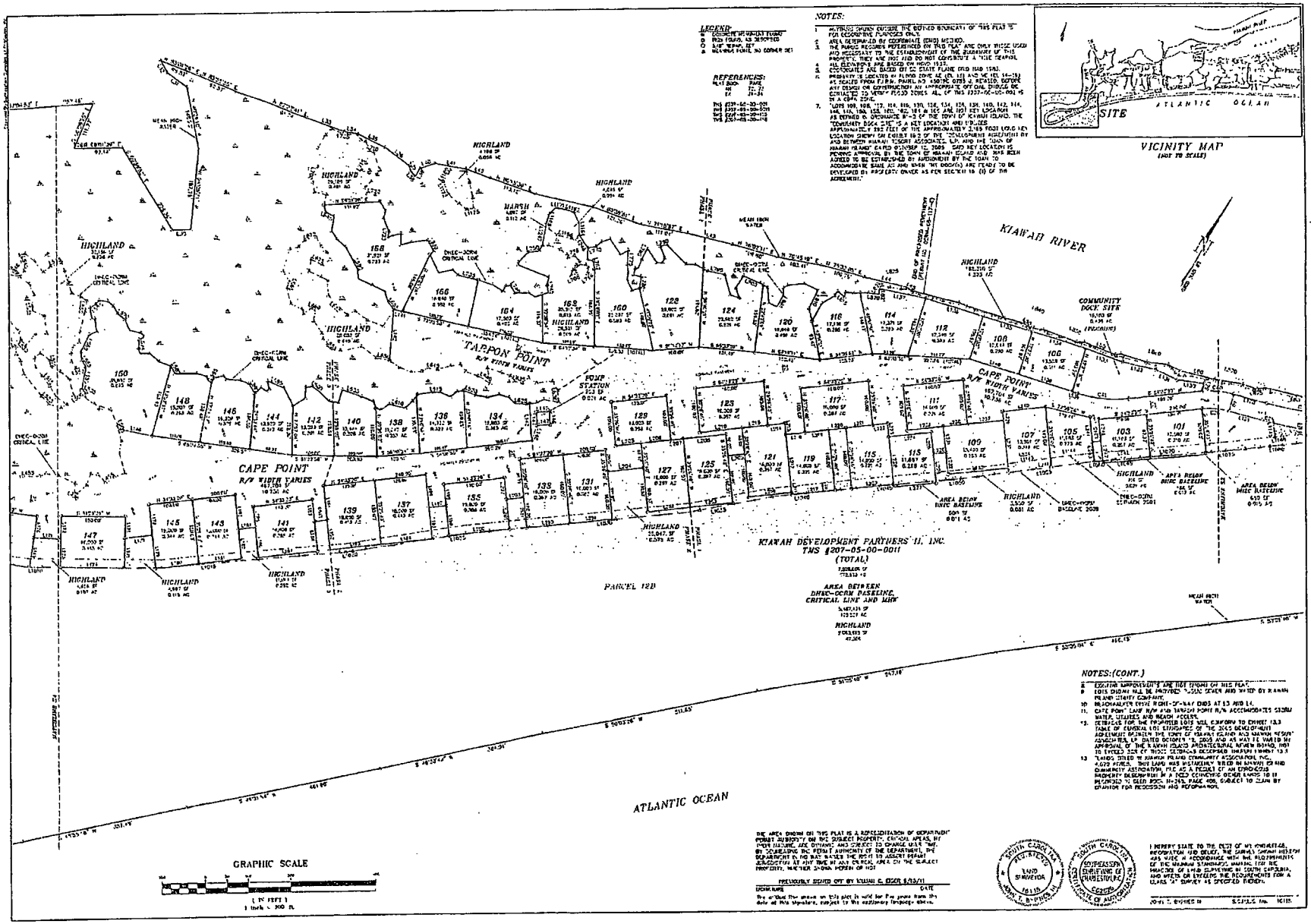
KRA is requesting KICA acknowledge that, since this issue arises from an error in the property description, the KICA Board determine the appropriate legal action is a Corrective Quit Claim Deed in correcting this mistake in a prompt and timely manner.

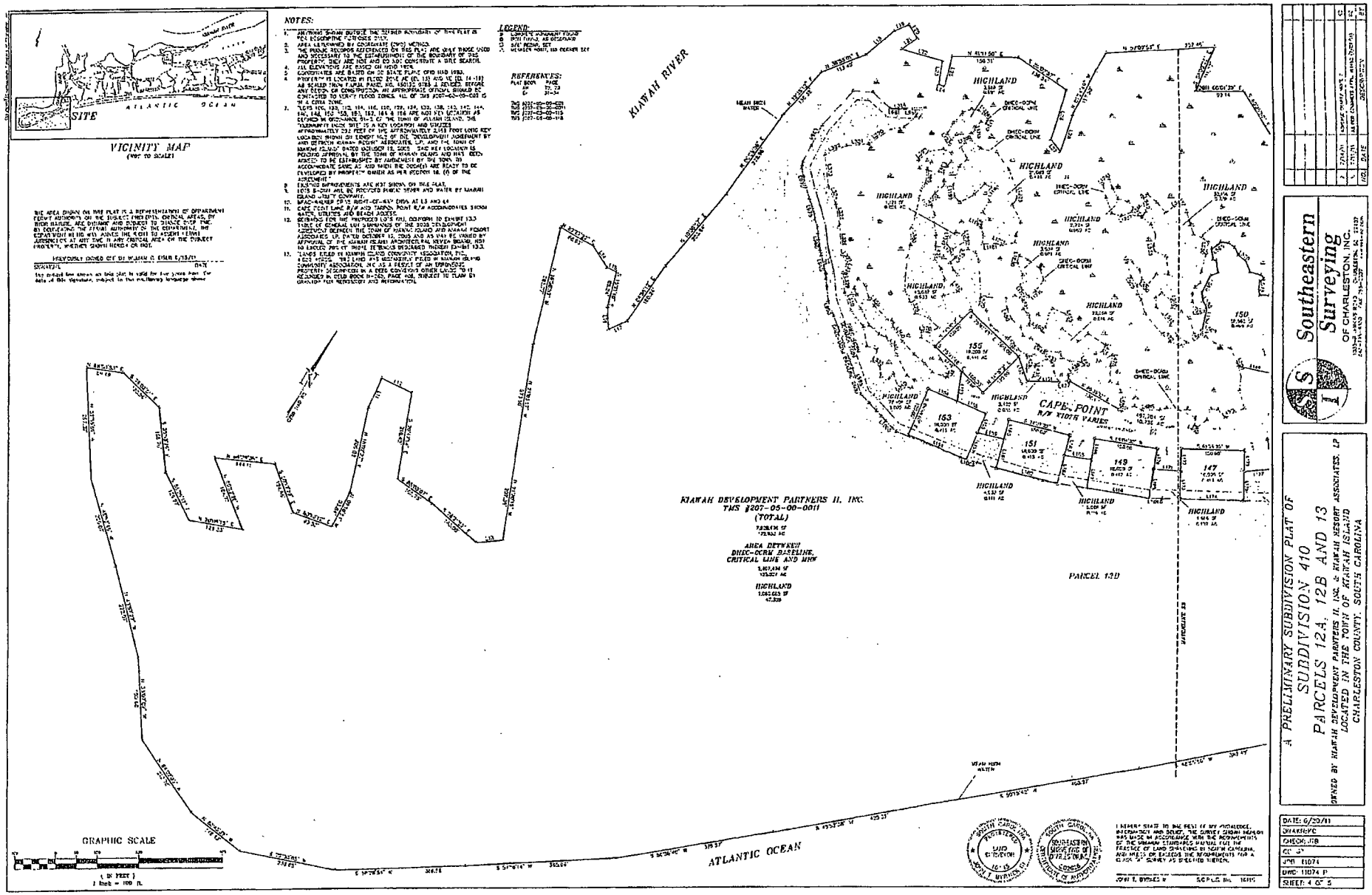
Although rare, such mistakes are no uncommon and accommodated with specific legal processes that restore the original intent of title transfer. This is consistent with the same determination by a prior board in 1997 with respect to the other error in the property description for acreage adjacent to the Sanctuary Hotel.

There was a brief point in our conversation that following/simultaneous with a corrective action, together we should consider proper expansion of the beachfront strip in front of Parcels 12A, 12B, and 13 that recognizes the original intent. That may be the best way to address some Members' concerns about the loss of apparent "windfall" open space held in a natural state.


PLANNING AND NHC USE ONLY
ACREAGE CHART
TMS #207-05-00-0011, 001
60 LOTS
UPLAND DUNE BASELINE 19.889 AC
SEWARD DUNE BASELINE/MARSH 6.131 AC
TOTAL 18.837 AC
HIGHLAND 14.743 AC
R.O.W., PUMP STATION & COMMUNITY DOCK SITE 11.196 AC
AREA BETWEEN DUNE-OCEAN BASELINE, CRITICAL LINE AND NHW 133.469 AC
FOUR UNITS WHICH LOT WAS
KIAWAH COMMUNITY ASSOCIATION INC.
HIGHLAND 1.658 AC
AREA BETWEEN DUNE-OCEAN, BASELINE AND NHW 2.932 AC
TOTAL 4.620 AC
TOTAL 172.833 AC
LEGEND:
REFERENCES:
PLAT BOOK PAGE
65 73
65 74
114 31
TMS #207-05-00-001
TMS #207-05-00-0011
TMS #207-05-00-115
TMS #207-05-00-118
VICINITY MAP
(NOT TO SCALE)
SITE
ATLANTIC OCEAN
ACREAGE CHART
TMS #207-05-00-0011/ 001 172.833 AC
TMS #207-05-00-118 18.553 AC
TMS #207-05-00-115 2.015 AC
TOTAL 193.401 AC
ACREAGE CHART
TMS #207-05-00-115
HIGHLAND 1.482 AC
R.O.W. 0.681 AC
TOTAL 2.015 AC
ACREAGE CHART
TMS #207-05-00-118
HIGHLAND 14.834 AC
AREA BETWEEN DUNE-OCEAN, BASELINE AND NHW 4.609 AC
TOTAL 18.843 AC
PARCEL 12B
TOTAL HIGHLAND 53.826 AC
IN LOTS (HIGHLAND) 49.826 AC
REMAINS 4.197 AC
R.O.W., PUMP STATION & DOCK SITE 10.793 AC
AREA BETWEEN DUNE-OCEAN, BASELINE AND NHW 117.115 AC
TOTAL 158.241 AC
BEACHWALKER DRIVE 80' R/W
BEACHWALKER PARK
KIAWAH DEVELOPMENT PARTNERS II, INC
TMS #207-05-00-001
KIAWAH RESORT ASSOCIATES, L.P.
TMS #207-05-00-118
PLAT BOOK 115,
PAGE 60
858,259 SF
19.353 AC
SHEET 3
SHEET 4
SHEET 2
PARCEL 13
PARCEL 12A
PARCEL 12B
KIAWAH RESORT ASSOCIATES, L.P.
TMS #207-05-00-115
PLAT BOOK 65,
PAGE 65
81,809 SF
2.063 AC
KIAWAH DEVELOPMENT PARTNERS II, INC.
TMS #207-05-00-001
(TOTAL)
7,529,606 SF
172.833 AC
ATLANTIC OCEAN
LAND DEED TO KIAWAH ISLAND COMMUNITY ASSOCIATION, INC. 4.620 ACRES
VOID 131
NOTES:
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. AREA DETERMINED BY COORDINATE (CMG) METHOD
3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
4. ALL ELEVATIONS ARE BASED ON NGVD 1929.
5. COORDINATES ARE BASED ON SC STATE PLANE CRS NAD 1983.
6. PROPERTY IS LOCATED IN FLOOD ZONE AE (EL 13) AND VE (EL 14-18) AS SCALED FROM FIRM PANEL NO 450252 0755 J REVISED, 10/20/05. ANY DESIGN OF CONSTRUCTION AN APPROPRIATE OPTIONS SHOULD BE CONFIRMED TO VERIFY FLOOD ZONES. ALL OF THIS 207-05-00-0011 IS IN A CBRA ZONE.
7. LOTS 100, 101, 102, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161 & REF AND 162 KEY LOCATION AS DEFINED BY ORDINANCE 91-3 OF THE TOWN OF KIAWAH ISLAND THE "COMMUNITY DOCK SITE" IS A KEY LOCATION AND INCLUDES APPROXIMATELY 242 FEET OF THE APPROXIMATELY 2,345 FOOT LONG KEY LOCATION SHOWN ON EXHIBIT 18.2 OF THE "DEVELOPMENT AGREEMENT BY AND BETWEEN KIAWAH RESORT ASSOCIATES, L.P. AND THE TOWN OF KIAWAH ISLAND" DATED OCTOBER 12, 2005. ANY KEY LOCATION IS PENDING APPROVAL BY THE TOWN OF KIAWAH ISLAND AND HAS BEEN AGREED TO BE ESTABLISHED BY AMENDMENT BY THE TOWN TO ACCOMMODATE SUCH AS AND WHEN THE DOT(S) ARE READY TO BE DEVELOPED BY PROPERTY OWNER AS PER SECTION M. (1) OF THE AGREEMENT.
8. EXISTING IMPROVEMENTS ARE NOT SHOWN ON THIS PLAT.
9. LOTS SHOWN WILL BE PROVIDED PUBLIC SEWER AND WATER BY KIAWAH ISLAND UTILITY COMPANY
10. BEACHWALKER DRIVE RIGHT-OF-WAY ENDS AT LS 200 14.
11. CAPE POINT LANE R/W AND TARPON POINT R/W ACCOMMODATES UTILITIES AND BEACH ACCESS.
12. SETBACKS FOR THE PROPOSED LOTS WILL CONFORM TO EXHIBIT 13.3 TABLE OF GENERAL LOT STANDARDS OF THE 2005 DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF KIAWAH ISLAND AND KIAWAH RESORT ASSOCIATES, LP DATED OCTOBER 12, 2005 AND AS MAY BE VARIED BY APPROVAL OF THE KIAWAH ISLAND ARCHITECTURAL REVIEW BOARD, NOT TO EXCEED 20% OF THOSE SETBACKS DESCRIBED WITHIN EXHIBIT 13.3.
13. TRACTS DEEDED TO KIAWAH ISLAND COMMUNITY ASSOCIATION, INC. 4.620 ACRES. THIS LAND WAS INVOLUNTARILY DEEDED TO KIAWAH ISLAND COMMUNITY ASSOCIATION, ETC AS A RESULT OF AN ERRONEOUS PROPERTY DESCRIPTION IN A DEED CONVEYING RIVER LANDS TO 11 RECORDED IN DEED BOOK M-245, PAGE 146, SUBJECT TO CLAIM BY GRANTOR FOR RESCISSION AND REFORMATION
GRAPHIC SCALE
(IN FEET)
1 inch = 300 ft.
THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY CONFERRING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY MAKES THE POINT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA OF THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.
PREVIOUSLY SIGNED OFF BY WILLIAM G. DIER 6/15/11
SIGNATURE DATE
The affixed flag shown on this plat is valid for the years from the date of this signature, subject to the conditionary language stated
REGISTERED LAND SURVEYOR JOHN T. BYRNES III 16115
SOUTH CAROLINA SOUTHEASTERN SURVEYING OF CHARLESTON INC C.O.A. C05378
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED HEREON
JOHN T. BYRNES III SCPLS No 16115
Southeastern Surveying
OF CHARLESTON, INC.
A PRELIMINARY SUBDIVISION PLAT OF
SUBDIVISION 410
PARCELS 12A, 12B AND 13
LOCATED ON THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA
OWNED BY KIAWAH DEVELOPMENT PARTNERS II, INC AND KIAWAH RESORT ASSOCIATES LP
DATE: 6/20/11
DRAWN: KC
CHECK: JHB
CC: JP
JOB: 11074
DWG: 11074 P
SHEET: 1 OF 5


GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
LEGEND
REFERENCES:
VICINITY MAP
(NOT TO SCALE)
SITE
ATLANTIC OCEAN
NOTES:
BEACHWALKER DRIVE 80' R/W
BEACHWALKER PARK
KIAWAH RIVER
CAPE POINT
60' R/W
HIGHLAND
PARCEL 13
PARCEL 12A
KIAWAH DEVELOPMENT PARTNERS II, INC.
TMS #207-05-00-0011
(TOTAL)
AREA BETWEEN
DHEC-OCRM BASELINE,
CRITICAL LINE AND MHW
KIAWAH RESORT ASSOCIATES, L.P.
TMS #207-05-00-116
PLAT BOOK 85, PAGE 89
(TOTAL)
67,639 SF
1.553 AC
KIAWAH RESORT ASSOCIATES, L.P.
TMS #207-05-00-115
PLAT BOOK 85, PAGE 89
(TOTAL)
829,324 SF
19.035 AC
D-C-OCRM CRITICAL LINE
MEAN HIGH WATER
ATLANTIC OCEAN
101
AREA BEING PUBLIC BASELINE
650 SF
0.015 AC
D.O.-RETENTION EASEMENT AREA
1,708 SF
0.040 AC
D.O.-RETENTION EASEMENT AREA
2,985 SF
0.069 AC
D.O.-RETENTION EASEMENT AREA
3,022 SF
0.069 AC
D.O.-RETENTION EASEMENT AREA
3,001 SF
0.069 AC
D.O.-RETENTION EASEMENT AREA
3,015 SF
0.069 AC
HIGHLAND
166,310 SF
3.819 AC
HIGHLAND
121,691 SF
2.795 AC
HIGHLAND
633,677 SF
14.546 AC
HIGHLAND
2,005,065 SF
47.200
AREA BETWEEN
DHEC-OCRM BASELINE
AND MHW
175,967 SF
4.039 AC
AREA BETWEEN
DHEC-OCRM BASELINE,
CRITICAL LINE AND MHW
1,697,246 SF
38.971 AC
10' VEHICULAR ACCESS AREA
(IN EACH CASE OF CONFLICT)
PREVIOUSLY APPROVED AS A PART OF
PLAT BOOK 86, PAGE 13
KIAWAH DEVELOPMENT PARTNERS II, INC.
TMS #207-05-00-0011
(TOTAL)
LAND USED IN KIAWAH ISLAND COMMUNITY ASSOCIATIONS, INC. FOR ROADS (STATE 13)
4,809 SF
0.110 AC
EXTEND 10' ACCESS EASEMENT PREVIOUSLY APPROVED AS TMS-P, PLAT BOOK 86, PG 13
KIAWAH DEVELOPMENT PARTNERS II, INC.
TMS #207-05-00-0011
PLAT BOOK 86, PAGE 13
(TOTAL)
61,287 SF
1.407 AC
PREVIOUSLY DEDICATED AS PART OF PLAT BOOK 86, PAGE 13
PREVIOUSLY DEDICATED AS PART OF PLAT BOOK 85, PAGE 89


NOTES:
LEGEND
REFERENCES:
VICINITY MAP
(NOT TO SCALE)
SITE
ATLANTIC OCEAN
KIAWAH RIVER
TARPON POINT
R/W VARIES
CAPE POINT
R/W VARIES
POMP STATION
.153 SF
0.071 AC
COMMUNITY DOCK SITE
(INCLUDES)
KIAWAH DEVELOPMENT PARTNERS II, INC.
TMS #207-05-00-0011
(TOTAL)
AREA BETWEEN
DHEC-OCRM BASELINE,
CRITICAL LINE AND MHW
PARCEL 12B
ATLANTIC OCEAN
NOTES:(CONT.)
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
PRELIMINARY SUBDIVISION PLAT OF
SUBDIVISION 410
PARCELS 12A, 12B AND 13
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA
OWNED BY KIAWAH DEVELOPMENT PARTNERS II, INC. & KIAWAH RESORT ASSOCIATES, LP
Southeastern Surveying
OF CHARLESTON, INC.
DATE: 6/20/11
DRAWN BY:
CHECK: JTD
SCALE:
JOB: 11074
DGN: 11074 P
SHEET: 3 OF 5


VICINITY MAP
(NOT TO SCALE)
SITE
ATLANTIC OCEAN
NOTES:
LEGEND:
REFERENCES:
KIAWAH RIVER
KIAWAH DEVELOPMENT PARTNERS II, INC.
TMS #207-05-00-0011
(707.4±)
AREA BETWEEN
DHEC-OCRM BASELINE,
CRITICAL LINE AND MHW
HIGHLAND
CAPE POINT
R/W WIDTH VARIES
PARCEL 12D
ATLANTIC OCEAN
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
A PRELIMINARY SUBDIVISION PLAT OF
SUBDIVISION 410
PARCELS 12A, 12B AND 13
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA
OWNED BY KIAWAH DEVELOPMENT PARTNERS II, INC. & KIAWAH RESORT ASSOCIATES, LP
Southeastern Surveying
OF CHARLESTON, INC.
DATE: 6/29/11
DRAWN: PC
CHECKED: JTB
SCALE: 1" = 100'
JOB: 11074
DWG: 11074 P
SHEET: 4 OF 5

EXECUTIVE SESSION
5.07.2012
11.A.

Talking Points for KDP

- The quit Claim Deed from KRA, L.P. to KICA included the 4.260 acres that is in question
- In accordance with the 1994 DA, the property was transferred expressly as Common Property of KICA
- The legal description of the Property that was transferred is legally correct
- The legal description resulted in the transfer of the Property that KDP contends was unintended
- The legal description is not an error, it is a "mistake"

- Based on an examination of the record of documents available to KICA, the board is satisfied that the transfer of the property to KICA was not intended by the original parties to the agreement, which included KDP and the Town of Kiawah Island; this is evidenced by both the original documents at the time of the 1994 agreement, and subsequent documents related to the 2005 development agreement, tax records, and other material which reflects the perceived ownership of this property by KDP
- KICA does not desire to benefit from this unintended transfer of property
- However, the initiation and expense of any required and appropriate action to amend or correct the deed to this property needs to solely be the responsibility of KDP, and KICA should be protected from any expenses or legal liability resulting from KDP's actions

- The Developer's attorney and title insurance company have stated the mistake can only be corrected by KICA filing a Quit Claim deed for the Property
- Article IV Section 6 (h) of the KICA Declaration requires the approval of 3/4ths of the votes cast to authorize the Board to give or sell all or any part of the Common Properties
- Based on Section 6 (h) it is my opinion the Board would be at risk if it gave the Property back to the Developer without the vote of the members
- The KICA board does not support taking this issue to the members for a vote

- Based upon its own legal advice, the board believes that the Developer has other remedies available which it my pursue, including action to file suit against KICA seeking judicial reformation of the Deed to remove the Property
- The Court can decide to correct the mistake on its own without the approval of the members.
- Should KDP, preferably with the support of the Town of Kiawah Island, pursue other lawful remedies, KICA would not be inclined to take action to prevent or overturn such remedy
- At all times, the KICA board must act within the requirements of its covenants and by-laws, and maintain its fiduciary responsibility to uphold the interests of its members, and will act accordingly

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Deed Prepared by:
Matthew J. Norton, Esq.
K&L Gates, LLP
134 Meeting Street, Suite 200
Charleston, South Carolina 29401
(Deed Preparation Only)

STATE OF SOUTH CAROLINA)
) **SPECIAL WARRANTY DEED**
COUNTY OF CHARLESTON)

KNOW ALL PERSONS BY THESE PRESENTS, that KIAWAH DEVELOPMENT PARTNERS II, INC., a South Carolina corporation (hereinafter, "Grantor"), in consideration of Ten and No/100 Dollars ($10.00), and other good and valuable consideration to Grantor in hand paid by KDP II LLC, a South Carolina limited liability company (hereinafter, "Grantee"), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release, unto Grantee, its successors and assigns forever, the following described real estate:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE (HEREINAFTER, THE "PREMISES" AND/OR THE "PROPERTY").

Grantee's Address: P.O. Box 12001
Charleston, South Carolina 29422

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

TO HAVE AND TO HOLD, all and singular, the Premises unto Grantee, its successors and assigns, forever.

And, except for that portion of the Property described in that certain Quit-Claim Deed dated December 29, 1995, recorded in the RMC Office for Charleston County in Book N265, page 406, as to which Grantor makes no warranty, Grantor does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular, the Premises unto Grantee, its successors and assigns, forever, against Grantor, its successors and assigns, and against all persons lawfully claiming or to claim the same, or any part thereof, by, under or through Grantor and no others.

WITNESS the Grantor's hand and seal this 31st day of May, 2013.

SIGNED, sealed and delivered
in the presence of:

KIAWAH DEVELOPMENT PARTNERS II, INC.,
a South Carolina corporation

(L.S.)

First Witness

By: _____
Charles P. Darby, III, President

Second Witness

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF CHARLESTON)

I, the undersigned notary public for the State of South Carolina, hereby certify that Charles P. Darby, III, as President of Kiawah Development Partners II, Inc., a South Carolina corporation, personally came before me this day and acknowledged the execution of the foregoing instrument as Grantor's act and deed.

WITNESS my hand and notarial stamp or seal (if required by law) this 31st day of May, 2013.

NOTARY PUBLIC for State of South Carolina
My Commission Expires: 12-10-2020

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Kiawah Undeveloped Lots

Cape Charles
(f/k/a Captain Sam's)
TMS #207-05-00-001 and 001-1

All that certain piece, parcel, or tract of land situate, lying and being at the west end of Kiawah Island proper, in the Town of Kiawah Island, Charleston County, South Carolina, containing **133.490 acres**, more or less, known generally as the "Beachwalker Park" and "Captain Sam's" Parcels and shown on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A BOUNDARY SURVEY OF CAPTAIN SAM'S SPIT CONTAINING A TOTAL OF 133.490 ACRES OWNED BY KIAWAH LAND DEVELOPMENT, LLC LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" dated July 17, 2006, last revised on August 9, 2006, and recorded in Plat Book EK at pages 031-034 in the RMC Office for Charleston County, South Carolina (the "RMC Office"), said tracts having such location, butts and bounds, metes, courses, and distances as will by reference to said plat more fully appear.

TOGETHER WITH, all that certain piece, parcel, or tract of land situate, lying and being at the southern terminus of Beachwalker Road, in the Town of Kiawah Island, Charleston County, South Carolina, containing **.811 acres** more or less, and shown on a plat prepared by Southeastern Surveying of Charleston, Inc., entitled "A BOUNDARY LINE ADJUSTMENT PLAT OF TMS #207-05-00-001, TMS #207-05-00-115 AND TMS #207-05-00-118 OWNED BY KIAWAH DEVELOPMENT PARTNERS II, INC. & KIAWAH RESORT ASSOCIATES LP LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" dated July 11, 2011, last revised on July 19, 2011, and recorded in Plat Book L11 at page 0226, in the RMC Office for Charleston County, South Carolina, said tract having such location, butts and bounds, metes, courses, and distances as will by reference to said plat more fully appear.

This is the same property conveyed to Kiawah Development Partners II, Inc., by deed of conveyance of Kiawah Resort Associates, L.P., dated August 3, 2011, and recorded August 5, 2011, in Book 0201, page 081, and by deed of Kiawah Resort Associates, L.P. and Kiawah Land Development, LLC, dated December 28, 2007, and recorded December 28, 2007, in Book L647, page 293, in the RMC Office.

This conveyance is made subject to all matters of record and the following, to the extent applicable:

(a) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 338 in the RMC Office, as from time to time may be amended by instruments of record.

(b) Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 406 in the RMC Office.

(c) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc., executed by Kiawah Island Community Association, Inc. and by Kiawah Island Company, Inc. dated February 19, 1976, and recorded February 19, 1976, in Book T108, page 337 in the RMC Office as may from time to time be amended by instruments of record.

(d) Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. executed by Kiawah Island Community Association, Inc. and Kiawah Island Company Limited dated December 21, 1977, and recorded December 29, 1977, in Book M114, page 407 in the RMC Office.

(e) Addendum to the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated March 28, 1981, and recorded in Book O125, page 163 in the RMC Office.

(f) Second Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated July 30, 1984, and recorded August 14, 1984, in Book K139, page 58 in the RMC Office.

(g) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the RMC Office.

(h) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the RMC Office.

(i) Fifth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 29, 1997, recorded May 13, 1997, in Book A284, page 914, in the RMC Office, and re-recorded in Book S287, page 404 in the RMC Office.

(j) Sixth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 18, 2000, and recorded May 26, 2000, in Book H348, page 383, in the RMC Office.

(k) Seventh Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated March 31, 2003, and recorded April 15, 2003, in Book W444, page 552, in the RMC Office.

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(l) Eighth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 12, 2004, and recorded April 10, 2004, in Book F491, page 514, in the RMC Office.

(m) Ninth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 28, 2006, and recorded May 12, 2006, in Book F583, page 354, in the RMC Office.

(n) Tenth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated May 21, 2007, recorded May 25, 2007, in Book Y626, page 768, in the RMC Office.

(o) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the RMC Office.

(p) Amendment to By-Laws of the Kiawah Island Community Association, Inc., dated July 9, 2002 and recorded July 25, 2002 in Book G413, page 10, in the RMC Office.

(q) Amendment to By-Laws of the Kiawah Island Community Association, Inc. dated July 14, 2008, and recorded September 11, 2008, in Book 0009, page 166, in the RMC Office.

(r) Amendment to By-Laws of the Kiawah Island Community Association, Inc. dated August 4, 2011, and recorded August 17, 2011 in Book 0202, page 933, in the RMC Office.

(s) Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., and Supplementary Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island executed by Kiawah Island Company Limited dated March 23, 1981, and recorded March 26, 1981, in Book Z124, page 305 in the RMC Office.

(t) Second Supplementary Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., executed by the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 271, in the RMC Office.

(u) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Island Company Limited in favor of Kiawah Resort Associates, dated June 28, 1988, and recorded June 29, 1988 in Book Z175, page 561 in the RMC Office, assigning certain rights under the restrictions set forth in the documents referred to herein, as certain rights have been further assigned by that certain Agreement and Assignment of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property on Kiawah Island, SC," dated March 31, 1989, a Memorandum of which Agreement is recorded in Book F183, page 307 in the RMC Office, as amended by that certain Amendment to Memorandum for Recording recorded in Book J198, page 623, and as further amended by that certain Second Amendment to Memorandum for Recording recorded in Book X204, page 601 in the RMC Office.

(v) Assignment and Assumption of Developer's Rights and Easements executed by Kiawah Resort Associates in favor of Kiawah Resort Associates, L.P., dated June 26, 1992, and recorded June 26, 1992, in Book N215, page 11, in the RMC Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

(w) Easements, construction/improvement setbacks, and other building/use criteria as shown on plats of record, and the DHEC-OCRM Critical Line, Setback Line and Baseline as the same may vary from time to time.

(x) "10' Vehicular Access Area", "Existing 10' Access Easement", and "Existing 50' Road Easement" or "Existing 50' Access Easement" as shown on the aforesaid plats.

(y) Rights, if any, of the Kiawah Island Community Association, Inc. as to that portion of the Property described in that certain deed recorded in Book N265, page 406 in the RMC Office, which land is the subject of Case No. 2013-CP-10-1225 styled Kiawah Resort Associates, L.P., v. Kiawah Island Community Association, Inc., filed with the Clerk of Court in the Charleston County Court of Common Pleas.

(z) Any lawful, constitutional interest in either the State of South Carolina or Federal Government created, or limitations on use imposed, by the Federal Coastal Management Act or other Federal law or by S.C. Code Sections 48-39-10 through 48-39-220, as amended, and Sections 48-39-250 through 48-39-360, as amended, or any regulations promulgated pursuant to said State or Federal laws, inclusive of DHEC – Office of Ocean and Coastal Resource Management and U.S. Army Corps of Engineers regulations, and such rights as the public may enjoy to the use of the Property, if any, lying below the mean high water mark.

(aa) Declaration of Special Covenants and Restrictions (Non-Competition) executed by Kiawah Resort Associates, dated March 31, 1989, and recorded in Book E183, page 345 in the RMC Office, as amended by instrument dated May 10, 1989, and recorded in Book H184, page 338 in the RMC Office, as further amended by instrument dated September 8, 1989, and recorded in Book M191, page 671 in the RMC Office, and as further amended by instrument dated November 26, 1997, and recorded in Book R293, page 445, in the RMC Office.

(bb) Development Agreement executed by and between Kiawah Resort Associates, L.P. and the Town of Kiawah Island dated as of October 12, 2005, and recorded October 20, 2005, in Book Z558, page 004, in the RMC Office, as amended.

(cc) Memorandum of Utility Service Agreement executed by and between Kiawah Resort Associates, L.P. and Kiawah Island Utility, Inc., recorded July 8, 1997, in Book U286, page 740, in the RMC Office, as amended.

(dd) Mineral Rights as more fully set forth in the "Saving and Excepting Also" clause on page 6 in the deed of conveyance from Ronald D. Royal, Dennison A. Royal, Alice Royal Smith, formerly Pamela Alice Royal, a/k/a Pamela Royal Smith, Michael F. Royal, Sandra Royal Olsberg, Nancy Royal Schomaker, formerly Nancy Royal Mims, and Kiawah Development

Company to Coastal Shores, Inc., dated February 15, 1974, and recorded in Book U103, page 265 in the RMC Office.

(ee) Rights reserved unto Ronald D. Royal, a/k/a Ronald David Royal, Dennison A. Royal, Alice Royal Smith, formerly Pamela Alice Royal, a/k/a Pamela Royal Smith, Michael F. Royal, Sandra Royal Olsberg and Nancy Royal Schomaker, formerly Nancy Royal Mims, and their respective assigns, and obtained through and tied to the ownership of a lot or lots subdivided from the property described in the "Saving and Excepting Also" clause found on pages 4 and 5 of the deed hereinafter referred to, to become a member of any association of Kiawah property owners or other such organization; the right of ingress and egress over any platted public and private streets, roads and ways; the right to connect and use utility and other services on the same basis as those services are offered to other lot owners on Kiawah Island and the right to use recreational facilities on the same basis as those facilities are offered to other such lot owners, said rights being more fully set forth in subparagraph "(d)" on page 5 of the deed of conveyance from Ronald D. Royal, et al. to Coastal Shores, Inc. dated February 15, 1974, and recorded in Book U103, page 265 in the RMC Office.

(ff) Unrecorded easements, if any, for utility lines and facilities existing at the time of the conveyance from Ronald D. Royal, et al. to Coastal Shores, Inc. dated February 15, 1974, and recorded in Book U103, page 265 in the RMC Office, as set forth in paragraph "(c)" on page 7 thereof.

(gg) No warranty is given as to title to that portion of the Property lying below the mean high water mark and the navigable waters of the Kiawah River, Captain Sam's Creek, Captain Sam's Inlet (also known as the Kiawah River Inlet) and the Atlantic Ocean and marshes.

(hh) Rights, if any, of the public to the use as a public beach or recreation area, any part of the land lying between the body of water abutting the Property and the mean high water line, separating the publicly used area from the inland private area.

(ii) The limitation on use seaward from the forty year line defined by and pursuant to the act of the Legislature commonly known as the Beach Management Act which amends the South Carolina Code of Laws, 1976, by adding Sections 48-39-250 through 48-39-360 and amends Sections 48-39-10 and 48-39-130 thereof.

(jj) Grant of Exclusive License dated April 15, 1997, and recorded in Book Z282, page 737 in the RMC Office.

(kk) Rights of tenants, as tenants only, under the unrecorded Lease Agreement by and between Kiawah Island Company, Inc. and Charleston County dated July 1, 1976.

(ll) Indenture Grant of Non-Exclusive Easement for Access, Ingress and Egress dated December 8, 2000 and recorded in Book A360, page 489 in the RMC Office.

(mm) Easement and Beachfront Property Agreement by and between Kiawah Resort Associates, a South Carolina joint venture, and Landmark Land Company of Carolina, Inc. dated March 31, 1989, and recorded in Book E183, page 686, as amended.

(nn) Zoning ordinance of the Town of Kiawah Island.

(oo) Assessments as may become due and payable.

(pp) Charleston County, S.C. ad valorem taxes for 2013, a lien not yet due and payable, and ad valorem taxes for all subsequent years.

(qq) All matters listed as exceptions on Schedule B, Part II in ALTA Title Commitment No. 69315.0001.3(M) dated May 31, 2013 issued by Chicago Title Insurance Company.

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STATE OF SOUTH CAROLINA }
COUNTY OF Charleston } 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 was transferred by Kiawah Development Partners II, Inc.
to KDP II LLC on May 29 2013.

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) [✓] exempt from the deed recording fee because (See Information section of affidavit): Exemption #8 - Transferring realty in order to become a member of Grantee (Explanation required)
(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 the result here: _____

7. The deed recording fee 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: Legal Representative of Purchaser.

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 dollars or imprisoned not more than one year, or both.

Responsible Person Connected with the Transaction

David F. Greg
Print or Type Name Here

Sworn this 29th day of May 2013
Notary Public for South Carolina
My Commission Expires: 12-10, 2020

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

WOMBLE CARLYLE SANDRIDGE & RICE
5 EXCHANGE STREET
PO BOX 999
CHARLESTON SC 29401

RECORDED

Date:	May 31, 2013
Time:	4:25:47 PM

Book	Page	DocType
0335	077	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:
KIAWAH DEV PARTNERS ETC

RECIPIENT:
KDP II LLC

Note:

# of Pages: 10

Recording Fee	$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ 5.00
Postage	$ -
Chattel	$ -
TOTAL	$ 15.00

DRAWER	Drawer 1
CLERK	TPS

Original Book:

Original Page:

AUDITOR STAMP HERE
RECEIVED FROM RMC
JUN - 4 2013
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR
REP MK
DATE 6/4/13
25

0335	077	05/31/2013	10
Book	Page	Recorded Date	# Pgs

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Original Book	Original Page	Doc Type	Recorded Time

RMC Bk 0335 Pg 077 : pg 10 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CORRECTIVE MASTER'S DEED

WHEREAS, under the terms of the 1994 Development Agreement (the "1994 Development Agreement") by and between the Town of Kiawah Island (the "Town") and Kiawah Resort Associates, L.P. (hereinafter referred to as "KRALP"), dated as of September 26, 1994, and recorded September 30, 1994, in Book J248, page 1, in the RMC Office for Charleston County, S.C. (the "RMC Office"), as amended, KRALP agreed to convey to the Kiawah Island Community Association, Inc. (hereinafter referred to as "KICA") a strip of land along the Kiawah Island Beachfront, which land is described in Section 16(b) and delineated by cross-hatching on Exhibit 16.2 to the 1994 Development Agreement entitled "Future Beach Front Dedication Area" (the "Beachfront Strip"); and

WHEREAS, as KICA was not a party to the 1994 Development Agreement, an "Agreement for Conveyance of Properties on Kiawah Island, S.C." (the "Contract") between KRALP and KICA was executed simultaneously and attached to the 1994 Development Agreement as Exhibit 16.7 thereto, which Contract included (i) a general description of the proposed Beachfront Strip (Parcel 8 on page 9 thereof), and (ii) the proposed form of the quit-claim deed by which such land was to be conveyed; and

WHEREAS, instead of commencing at the easternmost boundary line of the 16.088 acre "Beachwalker Ocean" tract (the "Beachwalker Ocean" tract), the intended westernmost boundary and commencement point for the "Future Beach Front Dedication Area" depicted on Exhibit 16.2, the westernmost boundary of the Beachfront Strip as described in both the Contract and the quit-claim deed attached as "Schedule P-8" to the Contract commenced at an "imaginary line" extending from a point located as the southwesternmost corner of a 2.067 acre tract of land known generally as the "Employee Facility Tract", over 790 feet to the west of the intended commencement point shown on Exhibit 16.2; and

WHEREAS, by Quit-Claim Deed dated the 29th day of December, 1995, and recorded the 20th day of February, 1996, in Book N265, page 406, in the RMC Office (the "Beachfront Deed"), KRALP conveyed the Beachfront Strip to KICA, utilizing the same property description as set forth in the Contract and the Schedule P-8 quit-claim deed exhibit; and

WHEREAS, as the Beachfront Strip is not separately platted, certain questions have arisen since the original 1995 Beachfront Deed as to the finite boundaries of the Beachfront Strip, and KRALP and KICA previously have executed and recorded Confirmatory and/or Corrective Deeds to clarify and confirm the description of the Beachfront Strip at the eastern end of Kiawah Island, which deeds are recorded in Book Y285, page 763 (re-recorded in Book 0288, page 790), Book Y285, page 772 (re-recorded in Book 0288, page 799), and Book L304, page 459; and

WHEREAS, KRALP subsequently requested that the Town and KICA assist in (i) correcting the discrepancy between the westernmost boundary of the Beachfront Strip as depicted (a) on Exhibit 16.2 of the 1994 Development Agreement and (b) in the Contract and quit-claim deed attached to the 1994 Development Agreement, and (ii) reconveying to KRALP such portions of development Parcels 12 and 13 under the 1994 Development Agreement (which parcels lie west of the intended west-end commencement point (hereinafter the "Additional Land") that were unintentionally and inadvertently conveyed to KICA under the Beachfront Deed; and

WHEREAS, a boundary plat of certain beachfront properties west of the Beachwalker Ocean tract dated July 17, 2006, was recorded August 9, 2006, in Plat Book EK at pages 031-034 in the RMC Office, which plat included the Additional Land (the "West End Plat"); and

WHEREAS, the lands shown on the West End Plat, including the Additional Land, are now owned by KDP II LLC, as evidenced by Special Warranty Deed dated May 31, 2013, and recorded in Book 0335, page 077 in the RMC Office; and

WHEREAS, in an action styled *Kiawah Resort Associates, L.P., et al. vs. Kiawah Island Community Association, Inc. et al.,* Case No. 2013-CP-10-1225, filed in the Court of Common Pleas for Charleston County, S.C., KRALP and KDP II LLC filed suit against KICA seeking reformation of the Beachfront Deed to specifically exclude any portions of Parcels 12 and 13 that were conveyed unintentionally and inadvertently to KICA by virtue of the incorrect commencement point of the property description in the Contract and quit-claim deed attached to the 1994 Development Agreement, and to acquire from KICA a quit-claim deed for such land to confirm title in KDP II LLC (as successor to KRALP in title to the Additional Land) as originally intended; and

WHEREAS, the matter subsequently was referred to the Master-In-Equity for resolution, and this Corrective Master's Deed is being executed and recorded to (i) confirm of record the correct and intended commencement point of the Beachfront Strip pursuant to Exhibit 16.2 of the 1994 Development Agreement, and (ii) convey to KDP II LLC (as successor in title to KRALP) such portions of Parcels 12 and 13 under the 1994 Development Agreement as were conveyed inadvertently and unintentionally to KICA under the Beachfront Deed,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT I, the undersigned Master in Equity for Charleston County, South Carolina, pursuant to the foregoing, and in consideration of the above recitals and the consideration set forth in the Beachfront Deed, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do hereby grant, bargain, sell and release unto KDP II LLC (the "Grantee"), the following described property, to-wit (the "Property"):

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, lying generally (i) south/southwest of the 2.067 acre Employee Facility Tract located at the terminus of Beachwalker Road on Kiawah Island, S.C., shown on a plat by Williams & Associates dated March 20, 1981, and recorded in Plat Book AS at page 85 in the RMC Office, and (ii) west of the 16.088 Acre Beachwalker Ocean tract shown on a plat by Southeastern Surveying, Inc. dated May 18, 1988, having latest revision dated June 28, 1988, and recorded in Plat Book BS at page 60 in the RMC Office, said parcel containing 4.620 acres, more or less, and shown and designated as "Land Titled In Kiawah Island Community Association, Inc." on Sheet 2 of the proposed preliminary plat prepared by Seamon Whiteside & Associates, LLC attached hereto as Exhibit "A" and incorporated herein by reference.

It being my intention that all land west of the easternmost boundary line of the 16.088 acre Beachwalker Ocean tract as shown on the aforesaid plat recorded in Plat Book BS at page 60 in the RMC Office that may have been conveyed inadvertently to KICA by virtue of the Beachfront Deed, including specifically, any the Additional Land and any lands shown on the West End Plat, be included in this conveyance to the Grantee herein.

TMS Number:	A portion of TMS 207-05-00-0011
Tax District:	5-1
Address of Grantee:	P.O. Box 12001 Charleston, SC 29422

This conveyance is made subject to all applicable covenants, conditions, restrictions and agreements of record.

Portions of the Property are located in part seaward of the interim Setback Line as established by the South Carolina Coastal Council (n/k/a DHEC - Office of Ocean and Coastal Resource Management) as of January 20, 1989, and South Carolina Code Sections 48-39-270 through 48-39-360, as amended, effective July 1, 1988 (the "Beach Protection Act"). The following information concerning the location and circumstances of the Property is hereby disclosed:

The proximity and location of the interim Setback Line and the Interim Baseline areas are shown on plats of record in the RMC Office for Charleston County, South Carolina. There are no habitable structures on the Property seaward of the setback line. The most recently published annual erosion rate for the Property is not set forth herein because the Property shown on such plats has over the 40 year period prior to July 1, 1988, been determined to not have an erosion rate. Reference must be had to the Beach Protection Act itself regarding the significance of these disclosures as well as the potential for movement and relocation of the lines in the future.

This is a portion of the property conveyed to KDP II LLC by deed of conveyance of Special Warranty Deed of Kiawah Development Partners II, Inc. dated May 31, 2013, and recorded in Book 0335, Page 077, in the RMC Office.

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

TO HAVE AND TO HOLD, all and singular, the Property before mentioned unto the said KDP II LLC, its successors and assigns, forever.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, I, the undersigned Master-In-Equity for Charleston County, South Carolina, have hereunto set my hand and seal this ____ day of December, 2013.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____ _____(SEAL)
Mikell R. Scarborough
Master in Equity for Charleston County, SC

_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by Mikell R. Scarborough, Master in Equity for Charleston County, S.C., this _____ day of December, 2013.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

BK 2124 PG 340

Charleston, South Carolina
Office of Register Mesne Conveyance
Recorded this 27 day of April 19 81 at 3:22 o'clock P.M. in Book A5 Page 35 Drawing
Plat filed in Plat Book L Page 65 tracing cloth
No. P-[illegible] delivered to Williams Grace
Register Mesne Conveyance

GRID NORTH
SCALE 1" = 50'

BEACHWALKER ROAD

N 77° 41' 20" E 50.00'
S 12° 15' 40" E 47.16'
N 12° 18' 40" W 47.16'
S 60° 24' 32" E 101.00'

CURVE DATA
Δ 21° 10' 00"
R 209.34'
L 99.26'
C 98.33'
Cb N 01° 16' 21" E

N 4° 51' 21" E 98.82'
N 07° 53' 13" E 156.68'
N 00° 07' 15" W 117.37'
S 89° 52' 45" W 69.45'
S 69° 09' 12" W 176.00'
S 00° 55' 16" E 419.97'

KIAWAH ISLAND CO.

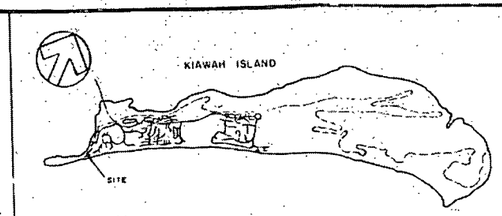
BEACHWALKER PARK

2.067 Acres

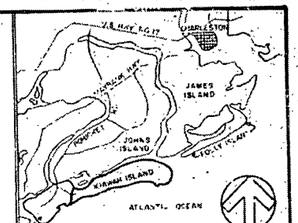
50' ROAD R/W EASEMENT

N 275,327.0025
E 2,267,801.5097

JOB NO 350-81



LOCATION MAP



VICINITY MAP

NOTES:

1. Kiawah Island is located approximately 17 miles southwest of the city of Charleston, S.C.
2. All elevations on this plat are based on Mean Sea Level (M.S.L.).
3. Coordinate data is based on South Carolina State Plane Coordinate Grid System.
4. State Plane coordinated are based on control monuments set by Jack B. Floyd Engineers, North Charleston, S.C.
5. All lot corners and right of way P.C.'s and P.T.'s are witnessed by concrete monuments.
6. The approval of this plat does not obligate the County of Charleston in any way to accept, for maintenance, any of the roads or easements shown hereon.
7. Maintenance of roadways and drainage easements will be the responsibility of the Kiawah Island Community Association.
8. Drainage and street improvements have been approved by the Charleston County Public Works Department. The sewage and water system have been approved by the South Carolina Department of Health and Environmental Control and the Charleston County Health Department.
9. All lots in this subdivision are within the Kiawah Island PD-R3 zoning classification.
10. Anything shown outside the dotted boundary of this particular tract is for descriptive purposes only.
11. All of these lots are in the flood hazard zone designation V-12 and the mean tidal flow elevation is twelve (12) feet (M.S.L.).
12. The front, rear, and side setback lines of each lot conform a TEN (10) foot easement within the lot, not to conflict with any drainage easements, for the purpose of routing other utilities.

REF. PLAT: A PLAT OF BEACHWALKER PARK
SURVEYED BY COASTAL SURVEYING CO., INC.
SURVEY DATED 12 FEBRUARY 1976

SCALE
50FT 0FT 50FT 100FT

WILLIAMS & ASSOCIATES
BEACHWALKER OFFICE PARK
KIAWAH ISLAND, S.C.

I, JOSIAH M. WILLIAMS, JR., A REGISTERED SURVEYOR OF THE STATE OF SOUTH CAROLINA DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE PROPERTY AND THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THE PRECISION IS 1/20,000

David M. Williams III
S.C. REG. NO. 7626
SUITE 1-C
BEACHWALKER OFFICE PARK
KIAWAH ISLAND, S.C. 29455

SHEET 1 OF 1

PLAT OF:

THE EMPLOYEE FACILITY TRACT

LOCATED ON
KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA

OWNED BY
KIAWAH ISLAND COMPANY, LIMITED. KIAWAH ISLAND, SOUTH CAROLINA 29455

ACREAGES

REG. LOTS	0	ACRES
PATIO LOTS	0	ACRES
ROADS	0	ACRES
OTHER	2.067	ACRES
TOTAL	2.067	ACRES

DATES

SUBMITTAL 20 MARCH 1981

CONDITIONAL APPROVAL

BOOK ___ PAGE ___ DATE ___

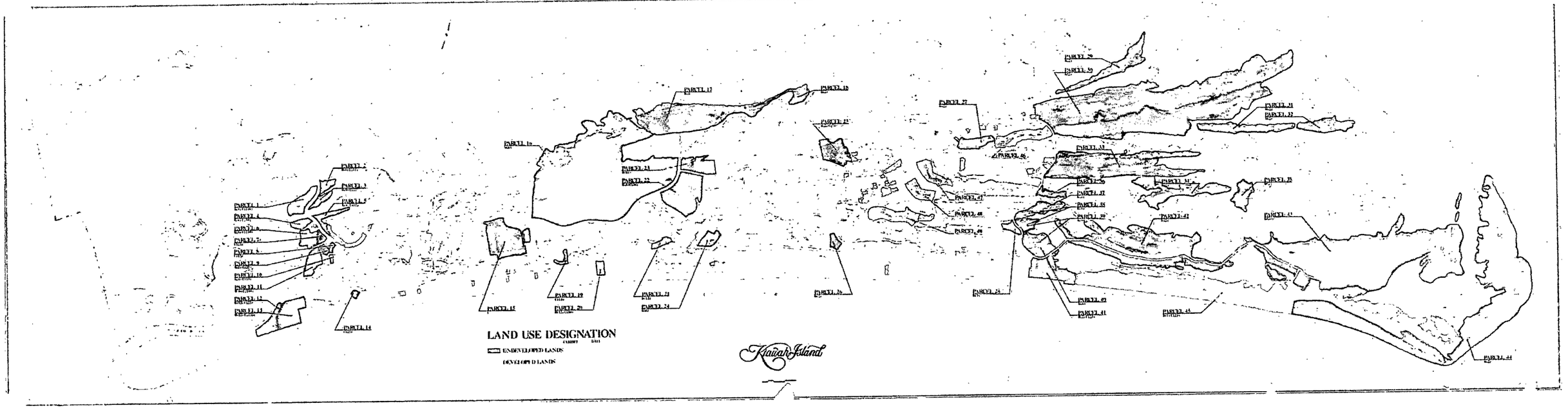
FINAL APPROVAL

BOOK ___ PAGE ___ DATE ___

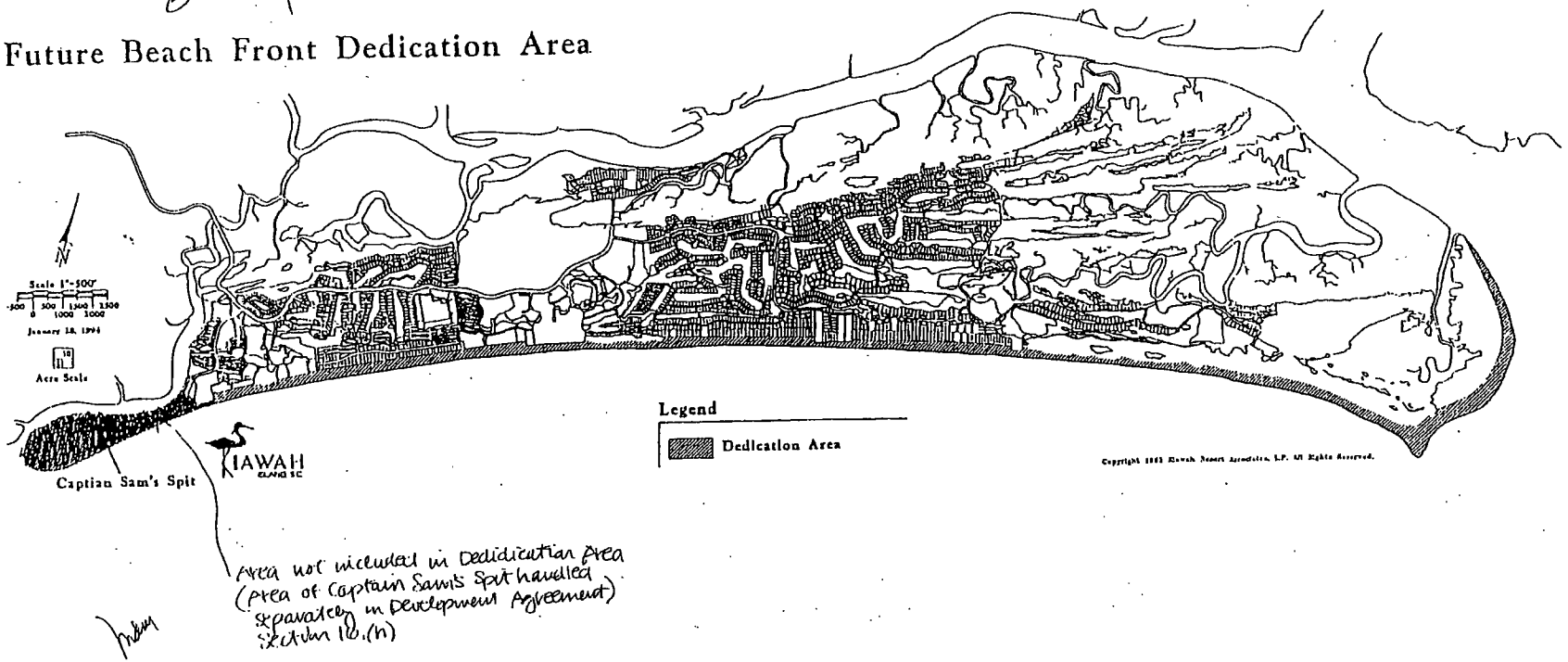
REVISIONS

24 MARCH 1981

TOTAL NO. OF LOTS THIS SHEET 1


LAND USE DESIGNATION
UNDEVELOPED LANDS
DEVELOPED LANDS
Kauai Island

Future Beach Front Dedication Area



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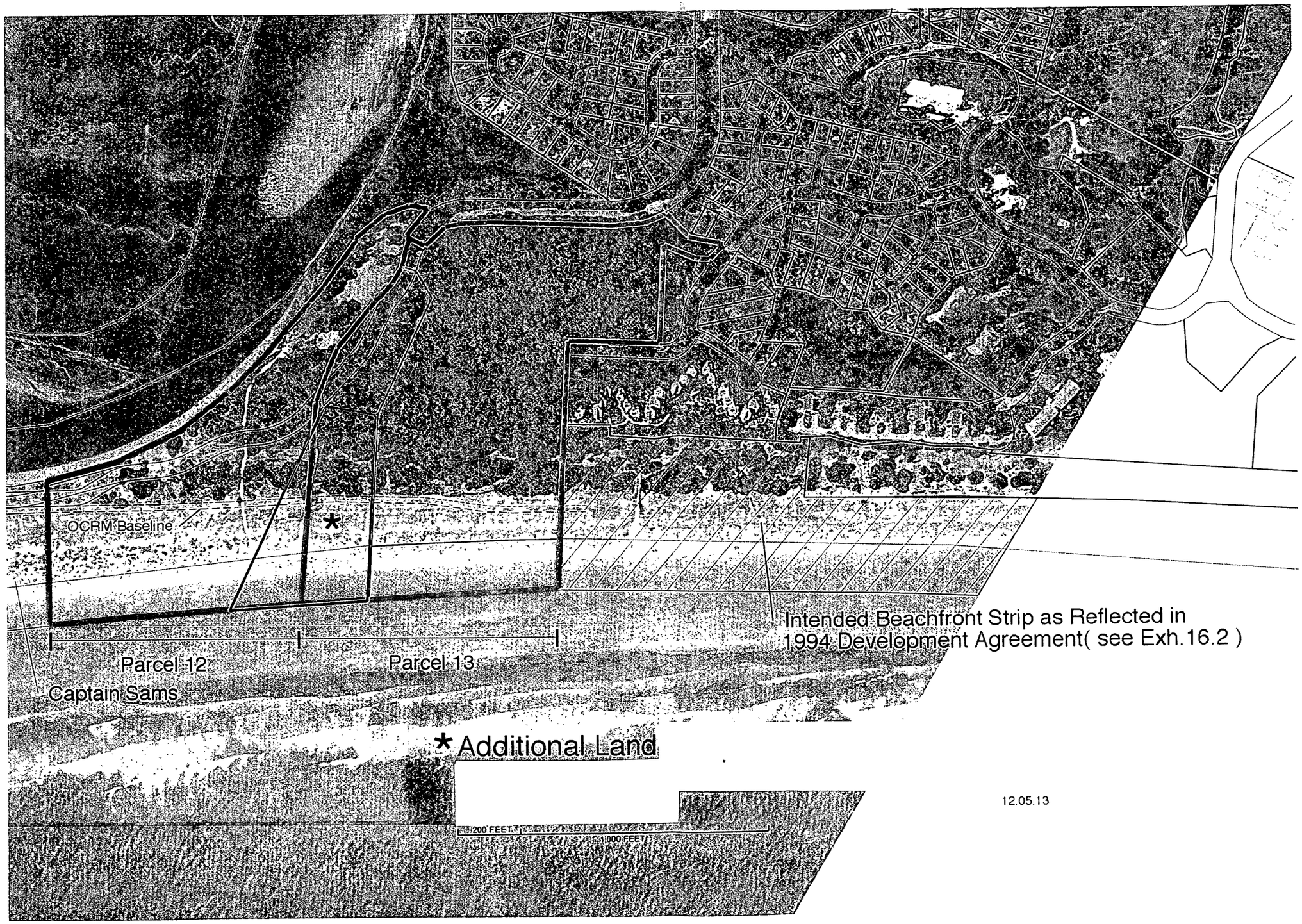
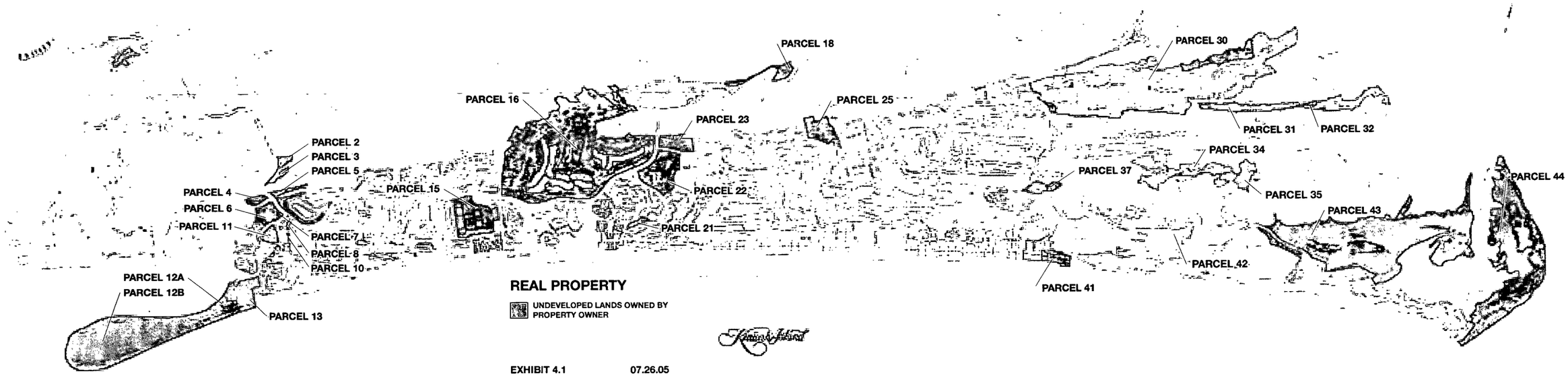

OCRM Baseline
*
Parcel 12
Parcel 13
Captain Sams
*Additional Land
Intended Beachfront Strip as Reflected in
1994 Development Agreement(see Exh.16.2)
12.05.13
200 FEET
1000 FEET

Exhibit 4.1: Description of Real Property Owned by Property Owner
07.29.05

PARCEL NO.	PARCEL DESCRIPTION	ACREAGE (ABOVE M.H.W.)
2	Mingo North	8.27
3	Mingo South	4.40
4	Little Rabbit	4.50
5	Little Rabbit North	6.20
6	Kiawah River Commons	6.16
7	Sales Center	2.37
8	Parkway Gate	1.20
10	Marsh Point Residual	0.66
11	Beachwalker Lagoon	5.94
12A	Beachwalker Park	8.70
12B	Captain Sam's Spit	118.03
13	Beachwalker Ocean	19.50
15	Utility Tract	34.36
16	Settlement (Bass Pond) (includes lots 1-9, 28-31, 54, 166 + golf)	255.41
18	Captain Maynards	11.38
21	East Beach Lagoon	3.00
22	East Beach Interior	33.22
23	Governors Marsh	12.73
25	Vanderhorst Mansion	18.34
30	Preserve (Blue Heron)	20.19
41	Osprey Beach 3/Beach Club	8.21
43	Cougar Island (Includes lots 100-110 + land)	240.42
44	Little Bear Island	149.05
	SUBTOTAL	**972.14**
MISCELLANEOUS DESCRIPTION (within parcel)		
A	Oyster Rake (549-570, 530)	10.48
B	Oceanwoods (421-423)	0.35
C	Preserve/Eagle point (Parcels 30,31,32) ' Lots (107, 239, 242, 323) ' Boat Landing	5.24
D	Club Cottage (1, 7-9) (Parcel 37)	2.76
E	Royal Subdivision (30)	0.34
F	326 Glen Eagle	0.34
G	Fire Station #2 Residual (Parcel 40)	0.29
H	Down Island Storage (Parcel 30)	1.85
	SUBTOTAL	**21.65**
	TOTAL	**993.79**



REAL PROPERTY

UNDEVELOPED LANDS OWNED BY PROPERTY OWNER

EXHIBIT 4.1 07.26.05

Exhibit 13.2: Parcel-Specific Development Standards
08.31.05

Parcel #	Parcel Description	Use Type (1)	Approx. Acres(2)	Maximum Gross Density (3)	Total Units (4)	Existing Units (5)	Maximum New Units (6)	Maximum F.A.R. W/Transfer (7)	Maximum Height Stories/Feet (8)	Parcel Open Space (9)
2	Mingo North	R-2, C	8.27	3	12	0	12	0.20	2.5/35	30
3	Mingo South	R-2, C	4.40	3	13	0	13	0.20	2.5/35	30
4	Little Rabbit	R-2, C	4.50	4	18	0	18	0.25	2.5/35	30
5	Rabbit North	R-2, C	6.20	3	19	0	19	0.20	2.5/35	30
6	Kiawah River Commons	R-2, C	6.16	6	37	0	37	0.25	4/50	30
7	Sales Center	C	2.37	-	-	-	-	0.25	4/50	30
8	Parkway Gate	C	1.20	-	-	-	-	0.25	2.5/35	30
10	Marsh Point Residual	R-2, C	0.66	6	4	0	4	0.20	2.5/35	30
11	Beachwalker Lagoon	R-3, C	5.94	10	60	0	60	0.25	4/50	30
12A	Beachwalker Park	R-3, C (15)	8.70	12	104	0	104	0.20	4/65 (10)	30
12B	Captain Sam's	R-1 (15) (16)	118.30 (20)	2.5	50	0	50	-	2.5/40	40
13	Beachwalker Ocean	R-3, C (15)	19.50	12	234	0	234	0.20	4/65 (10)	30
15	Utility Tracts	U	34.36	-	-	-	-	0.25	2.5/35	30
16	Settlement	R-2, C (14) (15)	289.60	3	869	85	784	-	4/50	40
18	Captain Maynards	R-1	11.38	1.5	17	6	11	-	2.5	40
21	East Beach Lagoon	R-3	3.00	8	24	0	24	-	4/50	40
22	East Beach Interior (19)	R-2 (15)	33.22	6	199	0	199	-	4/50	40
23	Governor's Marsh	R-2 (15)	12.73	6	76	0	76	-	2.5/40	40
25	Vanderhorst Mansion	R-1	18.34	1.5	28	1	27	-	(11)	50
30	Preserve	R-1	278.30	2	557	154	403	-	2.5/40	50
31	Eagle Point	R-1	18.32	1.5	27	10	0	-	2.5/40	50
32	Eagle Point	R-1	14.96	1.5	22	8	0	-	2.5/40	50
34	Summer Islands	R-1	30.96	1	31	19	0	-	2.5/40	50

Parcel #	Parcel Description	Use Type (1)	Approx. Acres(2)	Maximum Gross Density (3)	Total Units (4)	Existing Units (5)	Maximum New Units (6)	Maximum F.A.R. W/Transfer (7)	Maximum Height Stories/Feet (8)	Parcel Open Space (9)
37	Club Cottage Lane	R-2 (15)	8.20	4	33	11	0	-	2.5/40	50
41	Osprey Beach 2	R-1, C (15)	21.73	2	43	19	24	(12)	2.5/45	40
42	Otter Island	R-1	109.10	1	109	100	0	-	2.5/40 (21)	50
43	Cougar Island	R-2 (17) (15)	240.42	1.5	360	0	360	-	2.5/40 (21)	50
44	Bear Island	R-2 (17)	149.05	(13)	2	0	2	-	2.5/40	50

Notes Governing Exhibit 13.2: Parcel Specific Development Standards

1 Parcel with more than one use designation may be appropriate for either type of land use indicated in the above table. All uses shall comply with the appropriate standards for the use type as defined in this agreement. Development consisting of more than one use shall be subject to approval of the Town in accordance with ¶ 13.B.5. Mixed Use Development.

2 Acreage figures are approximate and may vary somewhat over time.

3 Gross Density equals the number of potential Dwelling Units (existing and future) divided by the gross residential acreage of the parcel above mean high water, excluding Fresh Water and Salt Water Wetlands. Gross Density limits are not intended to discourage or limit the development of higher density types or clusters or residences within a parcel; provided, however, that maximum density limits are used to establish an absolute cap on the total number of Dwelling Units on a parcel. The above maximum Densities can not be obtained for every parcel; as each parcel is platted or sold, the Property Owner shall clearly establish the maximum number of Dwelling Units which may be permitted on a parcel. In no instance shall the maximum number of Vested Units established after the execution of this agreement exceed 1,184. In the event that density is limited by physical constrains, a bridge permit or other regulatory constraint beyond the Town's jurisdiction, said limits are not intended to be superseded by this agreement.

4 The total number of single family Lots and non-single family Dwelling units permitted in the parcel at maximum permitted densities.

5 The number of single family Lots with preliminary plat approval and the number non-single family dwelling units approved by the Town as of July 23, 2005.

6 The maximum number of Vested Units which may be approved on any one parcel, subject to the limit of 1,184 total Vested Units. The total for this column is 2,461 units. Where existing units are indicated in the previous column, resubdivision may be required prior to establishing any Vested Units.

7 Maximum floor area ratio (FAR) equals the building floor area divided by the non-residential or mixed use acreage above mean high water, excluding Fresh Water and Salt Water Wetlands. This column shows the maximum floor area ratio which may be Developed on an individual parcel. In no event shall the total amount of non-residential development, exceed 219,000 square feet for the Real Property.

8 No development shall exceed the maximum number of stories or the maximum height in feet listed in this column, subject to the bulk limitations

described in ¶ 13.B.1.(e), provided however, that by reason of floodplain regulations, and the need for innovative design for view-shed and hurricane safety purposes, the height limit on single family residences is forty (40) feet from Ground Floor Level. A maximum height of 45 feet from Ground Floor level is permitted on Parcels 12A, 13, 41, 42 and 43 for single family. Listed height in feet applies to non-single family development.

9 Parcel open space as described in ¶ 13.B.4. of this Agreement, is the minimum percentage requirement of Pervious Coverage for a Parcel.

10 Height allowance of 65 feet from Ground Floor level is to allow for alternative forms and configurations of massing to minimize the impact of 4 habitable floors. This would include but not be limited to increased roof pitches, dormers, and innovation in overall massing.

11 No structure on this Parcel shall be higher than the upper eave height of the Vanderhorst Mansion.

12 Non-residential uses shall be limited to the Beach Club and associated uses, including dining, kitchen/food preparation areas, public lobby, meeting rooms, lounge, club administrative/operations offices, service and mechanical areas, locker rooms, restrooms, retail store for beach/pool sundries and other uses normally associated with beach club operations and or restaurant/snack bar facilities. Total building floor area for non-residential habitable structures on this Parcel not to exceed 25,000 square feet.

13 See ¶ 16(d), *infra.*

14 Non-residential uses shall be limited to golf country club uses including golf pro shop, tennis pro shop, locker rooms, restrooms, dining, kitchen/food preparation, public/lobby area, meeting rooms, lounge, swimming pool, tennis courts, golf course, practice range, maintenance facilities, club administrative/operations offices, service and mechanical areas, maintenance and other uses normally associated with golf country club operations. Total building floor area for non-residential habitable structures on this parcel shall not exceed 40,000 square feet for club operations and 15,000 square feet for golf course/grounds maintenance.

15 Currently there are three (3) Membership Lodge structures used by guests of Property Owner and/or Kiawah Island Club, Inc. and located on Parcel 37. The Property owner agrees on behalf of Kiawah Island Club, Inc. that the Club will not lease more than 20 Membership Lodge structures, including those currently existing at any one time, and further agrees that these structures will be limited to Parcels 12A, 12B, 13, 16, 22, 23, 41 and 43.

16 Development subject to provisions of ¶ 16(g).

17 Dwelling unit types limited to single family detached units, including patio homes and zero Lot line developments.

18 Intentionally omitted.

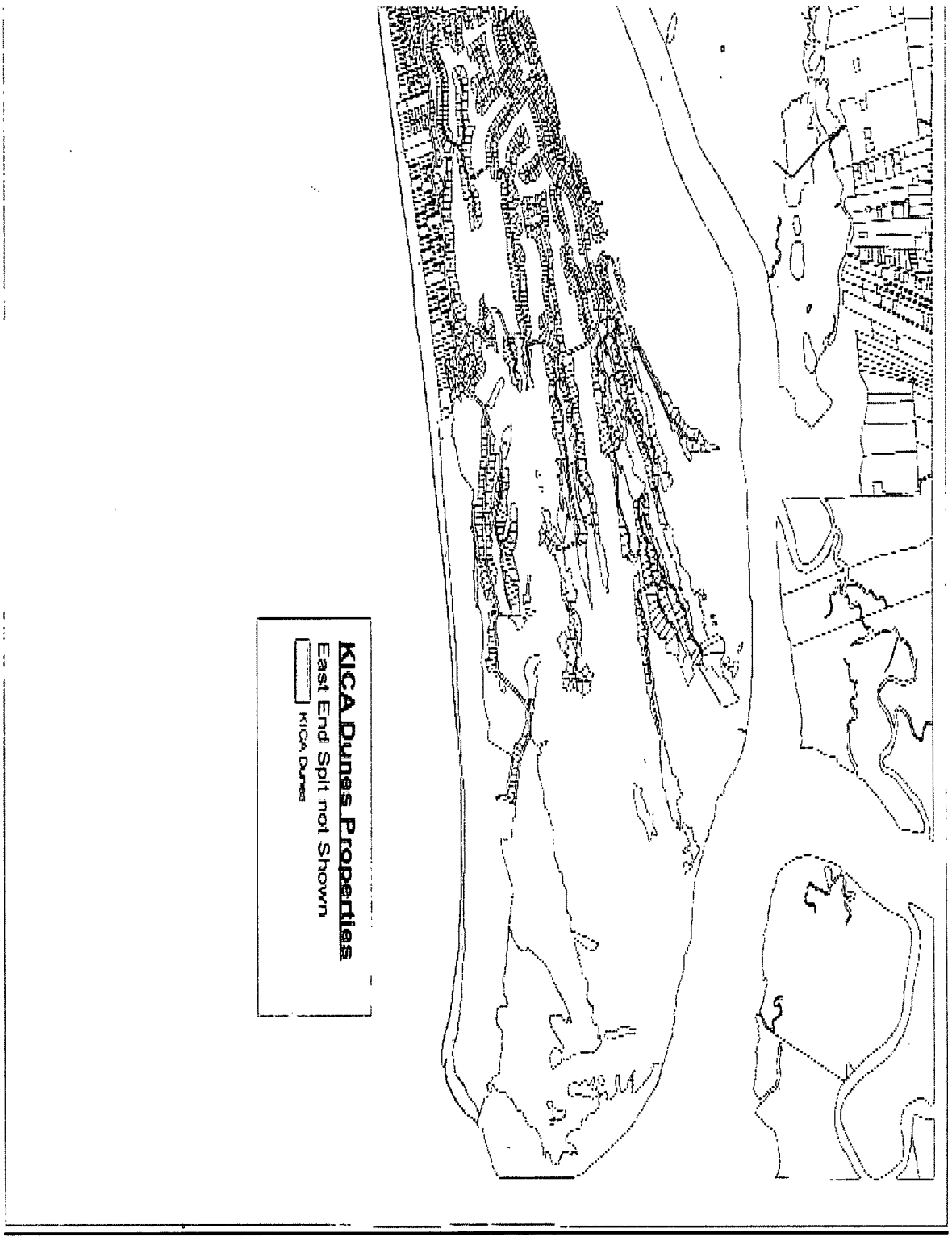
19 Access to East Beach Interior is limited to Green Dolphin Way and Turtle Point Lane. Existing tunnel connection between Parcels 16 and 22 to remain.

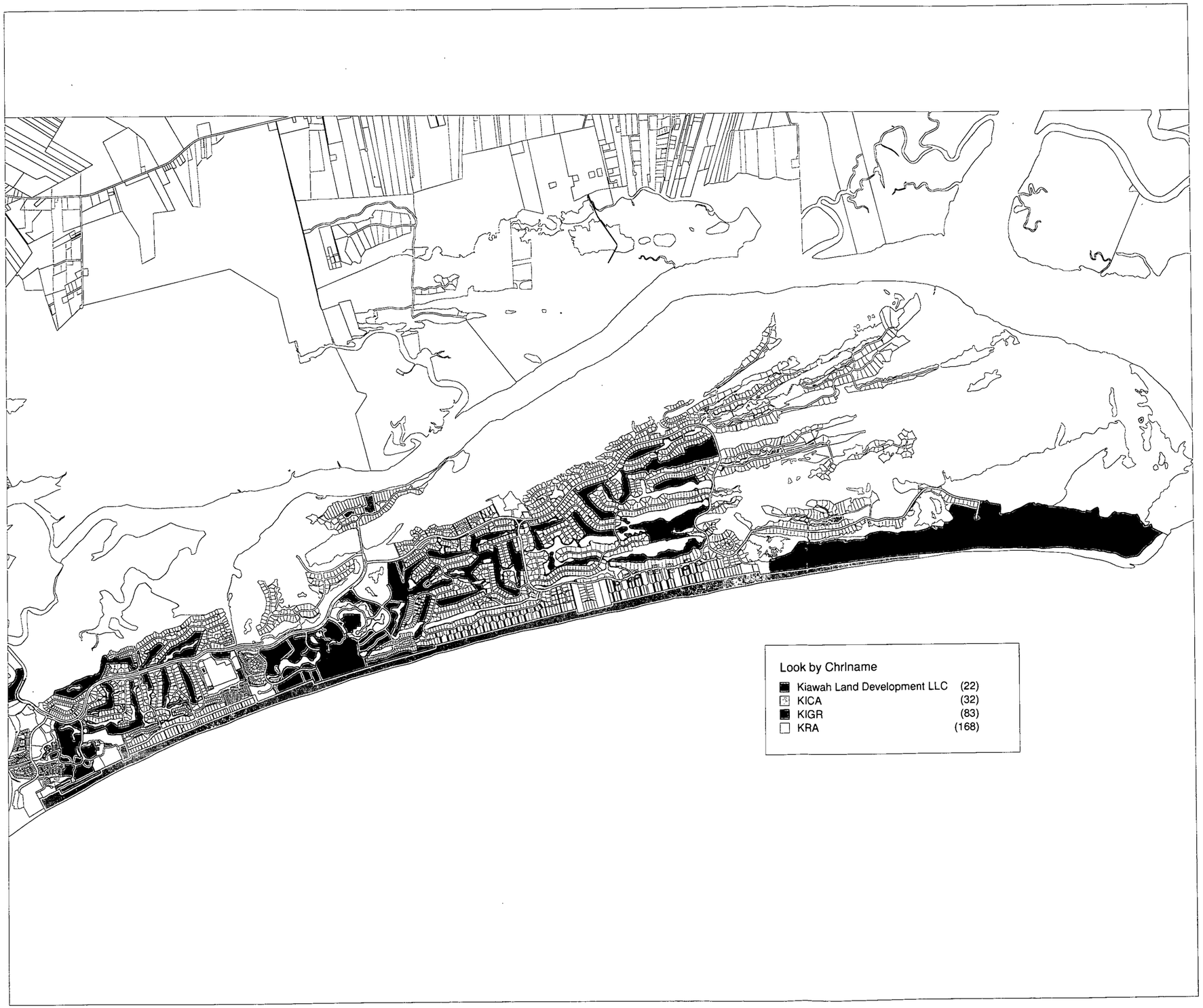
20 No greater than 20 acres of land may be Developed for residential use plus land for infrastructure (roads, utilities, trails, paths, community recreation, etc.)

21 Maximum building height for parcels 42 (Otter Island lots 1-41) and 43 (Cougar Island) shall be increased to 45' for lots on the water side of the road and are oriented to the ocean or Penny Creek, as determined by ARB.

APPENDIX E: DUNES PROPERTY

APPENDIX E: DUNES PROPERTY (continued)

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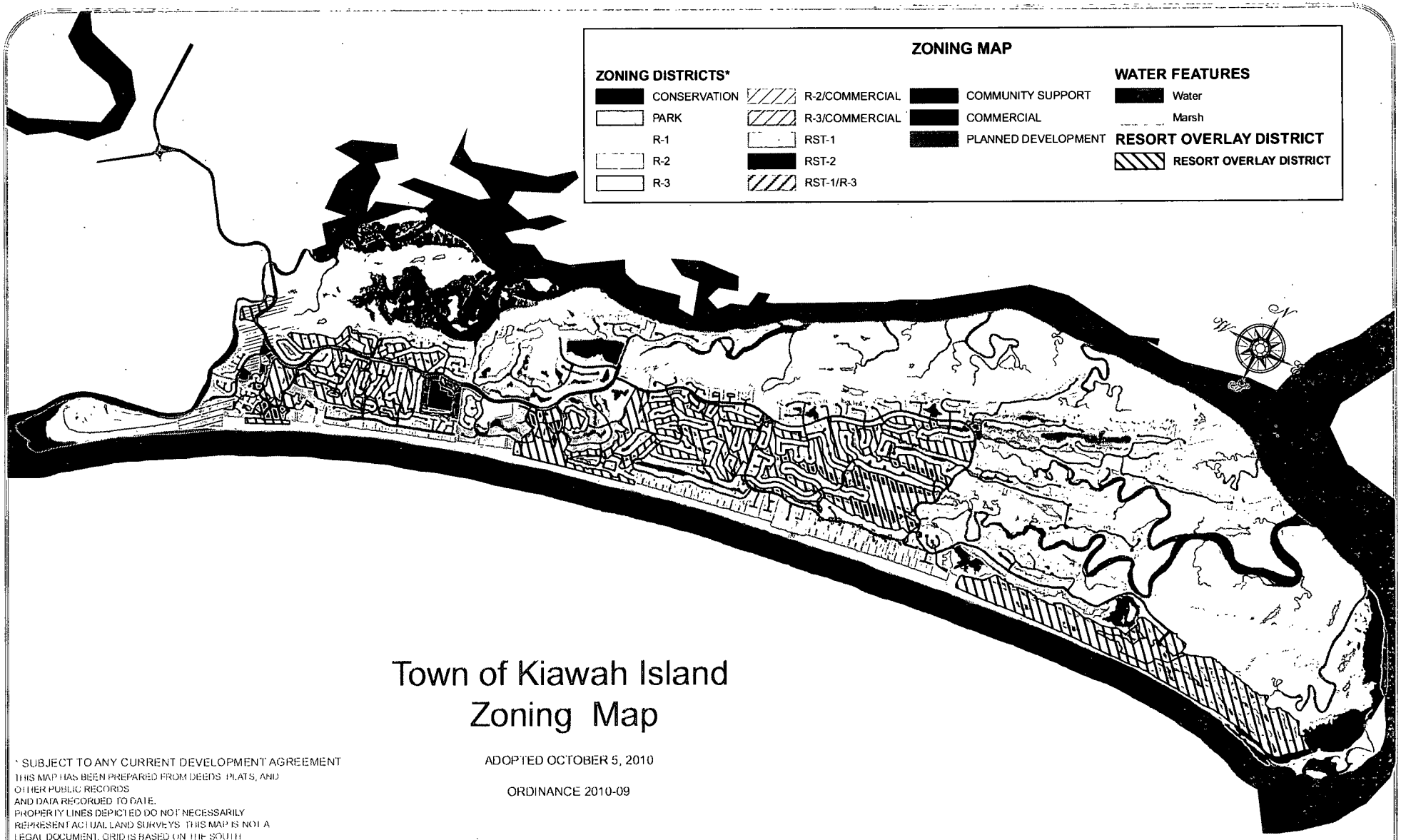
Kiawah Land Development LLC (22)
KICA (32)
KIGR (83)
KRA (168)



Town of Kiawah Island
Zoning Map

ADOPTED OCTOBER 5, 2010

ORDINANCE 2010-09

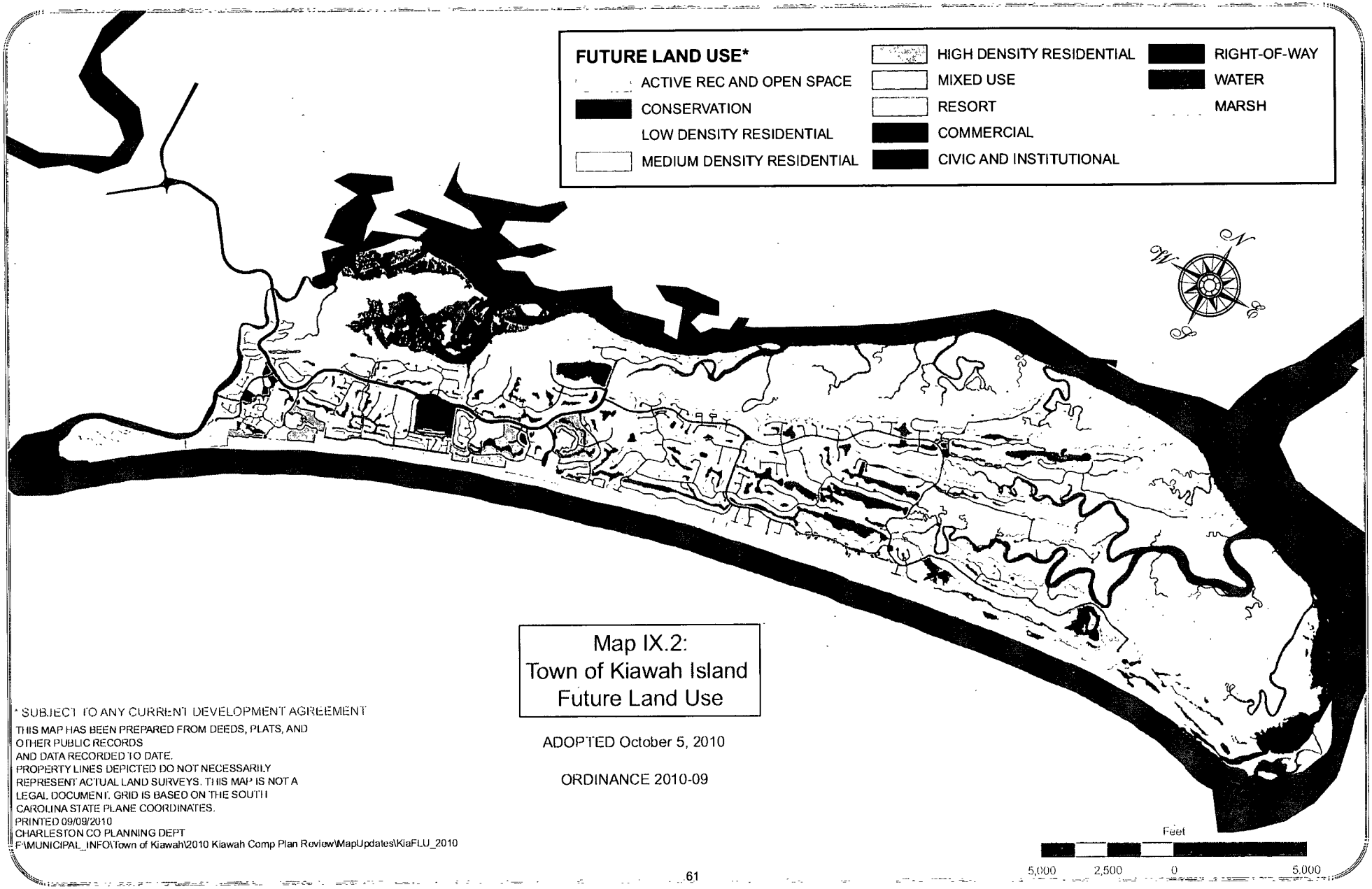
* SUBJECT TO ANY CURRENT DEVELOPMENT AGREEMENT

THIS MAP HAS BEEN PREPARED FROM DEEDS, PLATS, AND OTHER PUBLIC RECORDS AND DATA RECORDED TO DATE. PROPERTY LINES DEPICTED DO NOT NECESSARILY REPRESENT ACTUAL LAND SURVEYS. THIS MAP IS NOT A LEGAL DOCUMENT. GRID IS BASED ON THE SOUTH CAROLINA STATE PLANE COORDINATES

PRINTED 09/03/2010

CHARLESTON CO PLANNING DEPT.

KiaZone_Dev1011x17.mxd



Map IX.2:
Town of Kiawah Island
Future Land Use

ADOPTED October 5, 2010

ORDINANCE 2010-09

* SUBJECT TO ANY CURRENT DEVELOPMENT AGREEMENT

THIS MAP HAS BEEN PREPARED FROM DEEDS, PLATS, AND
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CAROLINA STATE PLANE COORDINATES.
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CHARLESTON CO PLANNING DEPT
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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

LEASE AGREEMENT

This Lease Agreement dated as of the 1st day of July, 1976, by and between Kiawah Island Company, Inc., a corporation organized and existing under the laws of the State of South Carolina (Lessor) and Charleston County, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, which is the governing body of the County (Lessee),

W I T N E S S E T H :

In consideration of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS AND UNDERTAKINGS

Section 1.1. Representations by the Lessor. The Lessor makes the following representations as to the basis for its undertakings on its part herein contained:

(a) The Lessor is a corporation duly incorporated under the laws of South Carolina, is in good standing under its charter and the laws of South Carolina, and has power to enter into this Agreement and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which the Lessor is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessor under the terms of any instrument or agreement.

(c) Lessor owns certain real property in the County of Charleston, State of South Carolina, known as Kiawah Island together with a 100 foot access road thereto from Bohicket Road which is now known as Kiawah Parkway.

(d) Lessor is desirous of making a certain portion of said island and improvements thereto (henceforth referred to as the Leased Premises) and eleven miles of its beachfront area on the western and southern sides of the island from a line five feet above mean sea level seaward to the Atlantic Ocean and Captain Sam's Inlet (henceforth referred to as the "Beachfront Area") together with an area between the Leased Premises and the Beachfront Area to the east thereof containing bathhouses, picnic tables, walks and bicycle paths available to the public for the purposes and under the terms and conditions herein expressed, and is desirous of having its liability as the owner of such property to be used for recreational purposes by the public limited under the provisions of Chapter 1.4, Title 51, S. C. Code of Laws (Supp. 1974).

Section 1.2. Representations by the Lessee. The Lessee makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Lessee is a body politic and corporate and a political subdivison of the State of South Carolina, and is authorized and empowered under the laws of the State of South Carolina to enter into the transactions contemplated by this Agreement and carry out its obligations hereunder.

(b) Lessee is desirous that the Leased Premises and Beachfront Area be made available to the public for recreational purposes and the liability of the lessor limited under the provisions of Chapter 1.4, Title 51, S. C. Code of Laws (Supp. 1974).

ARTICLE II

DEMISING CLAUSE, DESCRIPTION OF LEASED PREMISES, ACCESS AND BEACH AREA

Section 2.1. Demise and Description of the Leased Premises. In accordance with the provisions of this Leased Agreement, the Lessor demises and leases to the Lessee and the Lessee leases from the Lessor for one dollar per annum, the property shown as a parking lot containing 150 vehicular parking spaces on the plat attached hereto as Exhibit A, together with a non-exclusive easement for vehicular ingress and egress to and from Bohickett Road over, upon, and across Beachwalker Road and Kiawah Island Parkway for so long as no public access is available.

Section 2.2. Supplemental Facilities. Lessee agrees to provide and maintain the public spaces set out in Section 4.3; outside shower and change facilities; restroom facilities; shaded picnic area; boardwalk access to and from the beach; and a limited snack bar facility.

Section 2.3. Beachfront Access. Those members of the public permitted access to the Leased Premises shall also be permitted access to the Beachfront Area along walkways provided, and also to the aforesaid bathhouses, picnic tables, walks and bicycle paths within the said improved area. Only the Leased Premises, and the Beachfront Area, together with the aforesaid improved area, containing the bath houses, picnic tables, walks and bicycle paths, may be utilized by the members of the public under this Lease Agreement. Public access shall not extend to other portions of Lessor's property landward of a line five feet above mean sea level except to the extent that the Lessor may allow such access at designated points of its choosing. Neither the Leased Premises, nor any other area, may be used as a staging area for trespassing on other portions of the property of the Lessor or its assigns.

ARTICLE III

DURATION OF LEASE TERM AND RENEWALS

Section 3.1. Initial Term. This Lease Agreement shall become effective upon its delivery, and the leasehold estate created in this Lease Agreement shall then begin, and, subject to the provisions of Section 3.2., shall expire five (5) years from July 1, 1976, unless sooner terminated by an event of default as hereinafter defined.

Section 3.2. Renewals. This Lease Agreement may be renewed for eighteen (18) successive terms of five (5) years each and a final term of four (4) years upon written notice by the Lessee to the Lessor six (6) months prior to the expiration of the initial term or the term of any renewal hereunder. The total term of this Lease Agreement shall not exceed ninety-nine (99) years from July 1, 1976, and in no way shall this Lease Agreement be construed as granting to the Lessee any option to purchase the Leased Premises from the Lessor. Provided, however, that should Lessee fail to give the renewal notice provided for above, but is still occupying and using the Leased Premises, the same shall constitute sufficient notice.

ARTICLE IV

READINESS AND USE OF THE LEASED PREMISES AND BEACHFRONT AREA

Section 4.1. Readiness. Lessor shall have the Leased Premises ready for use by the public under the conditions set forth herein on July 1, 1976, prior to which date the use of the Leased Premises shall be limited to the Lessor, its agents and servants, and such of Lessee's agents who may be engaged in inspecting the improvements to the same. The public shall not have access to the Beachfront Area until such time as the Leased Premises are ready.

Section 4.2. Hours of Use. The Leased Premises shall be open from sunrise to sunset.

Section 4.3. Limit on Number of Users - Parking Spaces. Only as many members of the public whose vehicles may be properly parked in the spaces provided in the parking lot may be permitted access to the Leased Premises, the Beachfront Area and the improved area. Lessor agrees it shall provide a minimum number of 150 vehicular parking spaces within the Leased Premises and should Lessor install a road within the easement therefor shown on Exhibit A, Lessor shall provide such additional parking spaces as may be necessary to maintain a minimum number of 150.

Section 4.4. Permissible Uses. Members of the public who have been permitted access to the Leased Premises shall park their vehicles in the spaces provided and shall have access to all improvements erected for their use, provided, however, the Leased Premises shall be used to provide access to the public for its personal recreation purposes as limited hereinafter. The Beachfront Area may be used for only such of the recreational purposes as that term is defined in Section 51-32 (c), Chapter 1.4., Title 51 of the S. C. Code of Laws (Supp. 1974) as are herein stated: swimming, sunbathing, fishing, crabbing, shell gathering, picnicking, and beach games.

Section 4.5. Impermissible Uses. Residential, office, manufacturing, and commercial uses are prohibited on the Leased Premises, the Beachfront Area and the improved area as are the following specific activities: hunting, oystering, overnight camping, fires, pleasure driving, nude bathing or sunbathing, the use of surfboards, sailboats, pleasure motor and pleasure crafts, motor bikes, dune buggies, and other similar mechanized vehicles, the consumption of alcoholic beverages, or any illegal narcotic, and the bringing of pets or animals of any kind with the exception of seeing eye dogs. Disorderly, boisterous, unruly conduct, and the use of profane language is prohibited as well as any activity which shall amount to a breach of the peace. Additionally, there shall not be permitted the erection of signs (except as necessary to inform the public of rules

concerning the use of the leased premises, billboards, or other advertising devices, the excavation and removal of sand, topsoil, or any other minerals, the cutting and removal of trees and plants, whether as specimens or otherwise, or the dumping and burning of refuse.

Section 4.6. Rules. The Lessor shall adopt and promulgate such rules as may be necessary for the orderly maintenance and security of the Leased Premises, the Beachfront Area, and the said improved area to enforce the terms and provisions of this Lease Agreement.

ARTICLE V

POLICE PROTECTION AND LIFEGUARDS

Section 5.1. Police Protection. Lessee shall ensure that the necessary police protection be furnished to maintain order and shall also ensure that no impermissible uses as set forth in Section 4.5 are made of the Leased Premises, the Beachfront Area, and the said improved area by the general public.

Section 5.2. Lifeguards. The Lessee through the Charleston County Park, Recreation and Tourist District shall provide adequate lifeguards in order to make surf-bathing reasonably safe to the general public.

ARTICLE VI

CONSIDERATION TO BE RECEIVED BY LESSOR

Section 6.1. Admission Charge. The Lessor shall be permitted to collect a reasonable admission charge from those permitted access to the Leased Premises. The charge shall initially be set at $2.00 per vehicle containing nine or less occupants (including the driver), otherwise fifty cents per person, which charge shall include any toll imposed by Lessor. Such charge shall amortize in part the costs of constructing the improvements to the Leased Premises and partly defray the costs of maintaining and operating the Leased Premises in good repair and in a clean, slightly, healthful, and orderly condition and manner as is hereinafter required of Lessor. This charge may be adjusted at the commencement of each renewal term in proportion to the change of operation and maintenance costs from the first year of the previous term to the most recent twelve month period for which accounting figures are available. It is the intention of Lessor to make the Leased Premises, the Beachfront Area and improved area available to the public on a subsidized basis so that the collection of the charge shall always be in a comparatively nominal amount as opposed to the value of the Leased Premises, improved area, and Beachfront Area, and the expense of the construction and

maintenance of the improvements on the premises leased hereby shall never be a burden to the public, nor fully reimburse Lessor for its aforesaid expenditures on the public's behalf. Such being the case, pursuant to the authority of Section 51-86 of the S. C. Code of Laws (Supp. 1974), it is covenanted and agreed by the parties hereto that such charge shall be deemed consideration received by Lessor from the Lessee under Section 51-86(b) of the S. C. Code of Laws (Supp. 1974) so that Lessor shall have the benefit of limited liability as a landowner making available its land to the public for recreational purpose as set forth in Chapter 1.4, Title 51, S. C. Code of Laws (Supp. 1974).

Section 6.2. Residential and Staff Users. No temporary or permanent resident of Kiawah Island shall be granted free use of the Leased Premises, and any such temporary or permanent resident of Kiawah Island shall use the Leased Premises for personal recreational purposes only, and no other. Only such of Lessor's staff or employees as are reasonably required to maintain and operate the Leased Premises, the Beachfront Area, and the said improved area may park within the Leased Premises without charge.

ARTICLE VII

MAINTENANCE OF PREMISES

Section 7.1. Maintenance of Premises. Lessor covenants that it shall maintain the Leased Premises, Beachfront Area and improved area in good repair, and in a clean, sightly, and healthful condition.

Section 7.2. Destruction of Premises. If the Leased Premises shall be damaged, Lessor shall repair or replace such damage. Lessor may by written notice delivered to Lessee suspend this Lease to allow reasonable time for the reconstruction and repair of such damage.

Section 7.3. The Lessor covenants and agrees to maintain in good repair during the term of this Lease the private access roads to the Leased Premises described in Section 2.3.

ARTICLE VIII

ABANDONMENT

Section 8.1. If public usage of the Leased Premises falls to a level which renders the continued operation and maintenance of the Leased Premises by the Lessor clearly unreasonable, taking into consideration the

value of the land and its potential for other uses, the Lessor shall be entitled to seek an order from a court of competent jurisdiction determining that the Lessee has abandoned the Leased Premises and terminating and making of no further force and effect this Lease Agreement.

ARTICLE IX

OTHER COVENANTS AND CONDITIONS

Section 9.1. Other Land of Lessor. The provisions of this Lease in no way restrict the Lessor with respect to any use it may establish for land under than the Leased Premises owned by it.

Section 9.2. Assignment and Subletting. Lessee shall not voluntarily or involuntarily assign, transfer, or sell this Lease Agreement or any interest herein, or sublet the Leased Premises appurtenant, thereto, without first obtaining Lessor's written consent, provided, however, Lessee may, without Lessor's consent, assign this Lease to the Charleston County Park, Recreation and Tourist District, its successors and assigns, which has joined in this Lease Agreement to ensure the obligations of the Lessee contained in Article V hereof. Any unauthorized assignment or sublease shall be void and of no effect and may, at the Lessor's option, terminate this Lease.

Section 9.3. Encumbrances. The Lessee shall not mortgage, create a lien or security interest in, on, or against, or otherwise encumber all or any part of the Leased Premises. Any such encumbrance shall be void and of no effect, and may at the Lessor's option, terminate the Lease.

Section 9.4. Applicable Law. This agreement shall be governed by and interpreted and construed in accordance with the laws of the State of South Carolina.

Section 9.5. Whole Agreement. This Lease Agreement contains the entire agreement between the parties and cannot be changed except by written instrument executed by the parties.

Section 9.6. Binding Effect. The covenants and conditions of this Lease Agreement shall inure to the benefit of and shall, subject to the provisions of Section 9.2., be binding upon the Lessor, the Lessee, and their respective successors and assigns.

Section 9.7. Remedies Cumulative. All remedies conferred on Lessor by this Lease Agreement shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

Section 9.8. Severability. If any provision of this Lease should be ruled wholly or partially invalid by any court or administrative agency, it may be deleted from the Lease. All the remaining terms and provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Lease Agreement at Charleston, South Carolina, this the 1st day of July, 1976.

IN THE PRESENCE OF:

KIAWAH ISLAND COMPANY, INC.

By: _____
Frank W. Brumley, Vice President and General Manager

COUNTY COUNCIL OF CHARLESTON COUNTY

By: _____
James O. Stuckey, Jr., Chairman

THE CHARLESTON COUNTY PARK, RECREATION AND TOURIST DISTRICT

By: _____
Chairman

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me Catherine G. Cromer and made oath that (s)he saw the within named Kiawah Island Company, Inc. by Frank W. Brumley, its Vice President and General Manager, sign, seal, and as its act and deed deliver the within written Lease Agreement, and that (s)he with Geraldine M. Brown witnessed the execution thereof.

SWORN to before me this
day of July, 1976.

Notary Public for South Carolina
My Commission Expires: 1-27-81

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me T. Hunter McDaddy and made oath that (s)he saw the within named County Council of Charleston County by James A. Stuckey, Jr., its Chairman, sign, seal, and as its act and deed deliver the within written Lease Agreement, and that (s)he with William A. C. Furtwangler witnessed the execution thereof.

SWORN to before me this 1st
day of July, 1976.

Notary Public for South Carolina
My Commission Expires: 1-27-81

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PROBATE

PERSONALLY appeared before me John W. Green and made oath that (s)he saw the within named Charleston County Park, Recreation and Tourist District by its Chairman, E. Donald Pounder sign, seal, and as its act and deed deliver the within written Lease Agreement, and that (s)he with Charles L. Cuzzell witnessed the execution thereof.

SWORN to before me this 1
day of July, 1976.

Notary Public for South Carolina
My Commission Expires: May 1986

Beachwalker Park has been designed for your enjoyment and is open from 9:30 A.M. until 6:30 P.M. Season Schedule: Weekends only April, May, Sept., Oct.; Daily, June through Aug.

Three hundred feet of the front beach has been specifically designated for swimming. OUTSIDE OF THIS AREA LIFEGUARDS ARE NOT PROVIDED AND YOU ARE SWIMMING AT YOUR OWN RISK.

The two dollar parking fee collected as you enter the park is used to offset the operational and construction costs incurred in providing the existing facilities. Restrooms, dressing areas, outdoor showers, trails, a picnic area and a 150-car parking area have been provided for your convenience so please help us keep them presentable for your next visit.

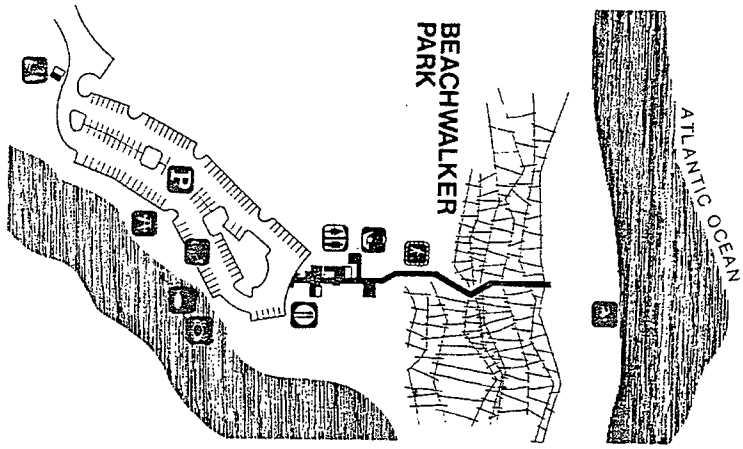
A wide range of activities are available to visitors of Beachwalker Park, including swimming, fishing, sunbathing, shell gathering, picnicking, hiking and just enjoying the quiet beauty that surrounds you.

Food services and beach chair and umbrella rentals are available for your convenience.

For your protection the use of surfboards, privately owned sail boats or motorized vehicles is prohibited. NO animals, except seeing eye dogs will be allowed in the park. Help us protect and preserve the area for public use by not removing any vegetation and not burning fires of any kind except charcoal grills in the picnic area. Alcoholic beverages are prohibited.

In order to avoid accidents we urge you to carefully watch small children as there is always the danger of currents and tides with which to contend. There is also the danger of bites or stings from certain species of marine life. If any first aid is needed, no matter how minor, a trained staff is available to be of assistance to you.

Visit Palmetto Islands County Park located in the Mt. Pleasant area off Long Point Road, and Folly Beach County Park located at the west end of Folly Beach.



Beachwalker Park

We invite you to enjoy Beachwalker Park which has been made available to the public through a cooperative arrangement with the Kiawah Island Company, Charleston County Council and the Charleston County Park, Recreation and Tourist Commission.

to Ch. Gadsden
9/23/83

Kiawah Island
COMMUNITY ASSOCIATION, INC.

COMMUNITY ASSOCIATION COVENANTS

DECLARATION OF COVENANTS AND RESTRICTIONS OF THE KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.

[KICA Covenants]

The aforesaid Community Association Covenants were recorded in the office of the R.M.C. for Charleston, South Carolina in Book M-114, page 407, and incorporates in the text thereof the amendments made by instruments recorded in Book 0-125, page 163; Book K-139, page 058; Book R-210, page 748; Book W-243, page 258; Book A-284, page 914; Book H-348, page 383; and Book W-444, page 552; Book F-583, page 354 (March 06 meeting) [Recordation data for amendments approved March 18, 2007 and effective June 1, 2007 to be added.]

KICA has prepared this publication for reference purposes only. If any member or other individual or entity has any questions as to his/her rights pursuant to the General Covenants and/or the Community Association Covenants or By-Laws, he/she should consult the actual recorded document and any amendments thereto recorded in the R.M.C. Office for Charleston County, S.C.

COMMUNITY ASSOCIATION COVENANTS

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AN HISTORICAL INTRODUCTION

The Kiawah Island Community Association, Inc. was formed in February, 1976 when the original developer, the Kiawah Island Company, Ltd., recorded covenants creating the Association. The original preamble detailed below is included for historical perspective:

> ***WHEREAS,*** *Company is the owner of the real property described in Article II of this declaration and it desires to create thereon a planned development community with a balanced representation of residential commercial and recreational uses to be known as "Kiawah Island".*
>
> ***WHEREAS,*** *Company desires to provide for the preservation of values and for the maintenance of common facilities and services and for a vehicle for the administration and enforcement of covenants and restrictions, and*
>
> ***WHEREAS,*** *Company has caused to be incorporated under the laws of the State of South Carolina, a non-profit corporation, Kiawah Island Community Association, Inc., for the purpose of exercising the functions aforesaid, and which are hereinafter more fully set forth;*

In 1977, these covenants were amplified and expanded by title documents that follow in this booklet. Title document also includes changes and clarifications duly approved since 1977 by either the Board of Directors or by formal referendum.

In June, 1988, Kiawah Resort Associates purchased the assets of the Kiawah Island Company, Ltd. and assumed the position of "Company" as defined in the documents.

DECLARATION OF COVENANTS AND RESTRICTIONS OF THE KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.

[KICA Covenants]

THIS DECLARATION, made this 21st day of December, 1977, by Kiawah Island Community Association, Inc., a South Carolina non-profit, non-stock corporation, hereinafter "Association", and Kiawah Island Company Limited, a corporation duly organized and existing under the laws of the Territory of the British Virgin Islands (successor to Kiawah Island Company Inc., which merged with Kiawah Island Company Limited under Articles of Merger recorded the 14th day of December, 1976, in Book C-111, page 213, in the R.M.C. Office for Charleston County, S.C.) hereinafter "Company"; [see An Historical Introduction].

WITNESSETH:

WHEREAS, the Association and Kiawah Island Company, Inc., on or about the 19th day of February, 1976, executed a certain Declaration of Covenants and Restrictions of the Kiawah Island Community Association by instrument recorded in Book T 108, page 337, in the R.M.C. Office for Charleston County, S.C. (hereinafter "Declaration"); and

WHEREAS, a portion of Kiawah Island as described in Article II of the Declaration was subjected to the Declaration as well as certain Restrictions, Affirmative Obligations and Conditions declared by Kiawah Island Company, Inc., by instrument recorded in Book T 108, page 338, in the R.M.C. Office for Charleston County, S.C.; and

WHEREAS, in Section 2 of Article VIII of the Declaration it is provided that the Company reserves the right to amend the Declaration or any portion thereof on its own motion until January 1, 1978, so long as the voting power of the existing members of the Association is not diluted thereby nor the amounts of assessments of such members raised or changed in any manner which would adversely affect such members; and

WHEREAS, the Company, pursuant to the aforesaid authority, by means of this instrument is amending the Declaration so that the same shall contain the terms and provisions and shall read in its entirety as hereinafter set forth, and the Company is also by means of this instrument subjecting additional properties on Kiawah Island to the following Declaration of Covenants and Restrictions of the Kiawah Island Community Association, which said additional property is described on Exhibit "B" to Article II attached hereto and made by specific reference a part hereof;

NOW, THEREFORE, in consideration of the mutual promises herein the Company declares that the real property described in Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, possessed, and used subject to the covenants, restrictions, conditions, easements, changes, assessments, affirmative obligations, and liens (hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to Kiawah Island Community Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

(b) "Kiawah Island" shall mean and refer to all the lands in Charleston County, South Carolina, which are shown as a part of Kiawah Island on the Company's Master Development Plan as revised from time to time.

(c) "Company" shall mean Kiawah Island Company Limited, a corporation duly organized and existing under the laws of the territory of the British Virgin Islands, and its successors and assigns. [see "An Historical Introduction]

(d) The "Properties" shall mean and refer to the Existing Property described in Article II hereof, and additions thereto, as are subjected to this declaration or any supplemental declaration under the provisions of Article II hereof.

(e) "Residential Lot' shall mean any subdivided but unimproved parcel of land located within the Properties which is intended for use as a site for a single family detached dwelling, townhouse, or garden home (Patio or Zero lot line) as shown upon any recorded subdivision map of any part of the Properties.

(f) "Multiple-Family Tract" shall mean any unimproved parcel of land located within the Properties, intended for development of attached residential units including townhouse lots for sale, condominiums and apartments. For the purposes of this Declaration, a parcel of land shall not be deemed a "Multiple-Family Tract' until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property for multiple-family use is made of record and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(g) "Public or Commercial Site" shall mean any unimproved parcel of land within the Properties, intended for use as a site for improvements designed to accommodate commercial or business enterprises to serve residents of Kiawah Island and/or the public, including but not limited to: rental apartments, business and professional offices; facilities for the retail sale of goods and services; banks and other financial institutions; social clubs; restaurants; hotels, motels, inns; theaters; lounges; indoor recreational facilities; marinas; transportation terminals or stations; automobile parking facilities; and gasoline stations. For the purpose of this Declaration, a parcel of land shall not be deemed a "Public and Commercial Site" until such time as its exact metes and bounds have been surveyed and a plat thereof identifying or designating such property as a public or commercial site is made of record and further, shall be deemed to be unimproved until the improvements being constructed thereon are sufficiently complete to be subject to assessment as improved properties.

(h) "Development Unit Parcels"shall mean and refer to those parcels or tracts of land conveyed by the Company to third parties under covenants and restrictions permitting the division of such parcel or tract into smaller land units such as Residential Lots, Multiple-Family Tracts, or Public and Commercial Sites.

(i) "Unsubdivided Land" shall mean and refer to all land in the Existing Property described in Article II hereof, and additions thereto, as are subjected to this Declaration or any supplemental declaration under the provisions of Article II hereof which has not been subdivided into Residential Lots, Multiple-Family Tracts, Public and Commercial Sites, or Development Unit Parcels, through metes and bounds subdivision plats filed and made of record. For the purposes of this Declaration, the following classifications of Property shall not be deemed "Unsubdivided Land" and shall be expressly excepted from the definition thereof-.

(1) All lands committed to the Association through express, written notification by the Company to the Association of intent to convey to the Association.
(2) All lands designated on the Master Development Plan for intended use, or by actual use, for outdoor recreation facilities; operating farms; woodland, marsh and swamp conservancies; places of worship; community, civic and cultural clubs; libraries; nursery and other schools and instructional centers, and charitable institutions; maintenance areas; road rights of way and drainage casements.
(3) All lands designated, in any way, as Common Properties, Restricted Common Properties, or Purchased Common Properties.

(j) "Family Dwelling Unit" and "Dwelling Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including without limitation any single family detached dwelling, patio home, condominium unit, townhouse unit, or cooperative apartment unit, located within the Properties.

(k) "Public and Commercial Unit" shall mean and include any improved property which is intended and designed to accommodate public, commercial or business enterprises to serve residents and/or the public, including but not limited to all those enterprises enumerated in subparagraph (g). A parcel of land shall not be deemed to be improved until the improvements being constructed on said parcel are sufficiently complete to be subject to assessment as improved properties.

(l) "Owner" shall mean and refer to the Owner as shown by the real estate records of Charleston County, South Carolina, whether it be one or more persons, firms, associations, corporation, or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Unsubdivided Land situated upon the Properties but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee, his or its successors or assigns, unless and until such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is of record a deed granting one or more parties life estate in any lot or parcel of land within the Properties, the Owner of such lot or parcel of land shall be the holder or holders of the life interest, regardless of who holds the fee interest. In the event that there is of record a long-term contract of sale covering any lot or parcel of land within the Properties, the Owner of such lot or parcel of land shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made but the purchaser is given the use of said property.

(m) "Resident" shall mean and refer to each owner and lessee of a Dwelling Unit who has contracted to reside in Kiawah Island at least nine (9) months each year.

(n) "Member" shall mean and refer to all those Owners who are Members of the Association as defined in Section 1 of Article III.

(o) "Affiliate" shall mean any corporation more than fifty per cent (50%) of the voting stock of which is owned or controlled by the Company and any partnership or joint venture in which the Company has more than a fifty per cent (50%) equity interest or an interest in fifty per cent (50%) or more of the cash flow from such partnership or joint venture.

(p) "Master Development Plan" shall mean and refer to the drawing which represents the conceptual plan for the future development of Kiawah Island. Since the concept of the future development of Kiawah Island is subject to continuous revision and change by the Company, present and future references to the "Master Development Plan' shall be references only to the latest revision thereof.

(q) "Intended for Use" shall mean the use intended for various parcels within the Properties as shown on the Master Development Plan of Kiawah Island, or the use to which any particular parcel of land is restricted by covenants expressly set forth or incorporated by reference in deeds by which the Company has conveyed the property.

(r) "Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are deeded or leased to the Association and designated in such deed or lease as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated a "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the owners, residents, and their guests, and visiting members of the general public (to the extent permitted by the Board of Directions of the Association) subject to the fee schedules and operating rules adopted by the Association, provided, however, that any lands which are leased by the Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease. Common Properties shall not include those tracts of land falling within the definitions of "Restricted Common Properties" or "Purchased Common Properties" set forth below.

(s) "Restricted Common Properties" shall mean and refer to those tracts of land with any improvements thereon which are actually deeded or leased to the Association and designated in such deed or lease as "Restricted Common Properties". All Restricted Common Properties are to be devoted to and intended for the common use and enjoyment of "Residents" and Type A members of the Association, as defined in Section 2 of Article III, guests accompanying such Residents or members and the Company. All use of Restricted Common Properties shall be subject to the fee schedules and operating rules adopted by the Association. Any lands which are leased by the Association for use as Restricted Common Properties shall lose their character as Restricted Common Properties upon the expiration of such lease.

(t) "Purchased Common Properties" shall mean and refer to those tracts of land with any improvements thereon acquired by the Association, and designated in the deed therefor as "Purchased Common Properties". Purchased Common Properties are to be devoted to and intended for the common use and enjoyment of Type A Members of the Association.

(u) "Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote by mailed ballots on certain actions by the Board of Directors of the Association more particularly set forth herein including without limitation, whether the Association shall accept any offer by the Company to convey to the Association any "Purchased Common Properties", the levy of any Special Assessment; the increase of the maximum annual assessment in excess of that provided for herein, and the addition of functions or services which the Association is authorized to perform. In the event fifty-one per cent (51%) or more of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass", and the action voted upon will be deemed to have been authorized by the Members; provided, however, that in each instance where a higher percentage is required to "pass", that higher percentage shall control in that instance.

(v) "Of Record" shall mean recorded in the Register of Mesne Conveyance of Charleston County, South Carolina.

(w) "Neighborhood Area" shall mean and refer to areas designated as neighborhoods on the Master Development Plan and subdivision plats of Kiawah Island.

ARTICLE II
[THE PROPERTY]

Section 1. **Existing Property**. The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased, possessed, and occupied subject to these covenants is described as follows:

All that tract or parcel of land, situate, lying and being in Charleston County, South Carolina, which is more particularly described in Exhibit A and Exhibit B attached hereto and by specific reference made a part hereof.

All of the real property hereinabove described shall sometimes be referred to herein as the 'Existing Property". The Company intends to develop the existing property in accordance with a Master Development Plan prepared in its Planning Department and placed on display in its reception and sales office, and other areas. The Company reserves the right to review and modify the Master Development Plan at its sole option from time to time based upon its continuing research and design program. The Master Development Plan shall not bind the Company, its successors and assigns to adhere to the Master Development Plan in the development of the land shown thereon.

Subject to its right to modify the Master Development Plan as stated herein, the Company shall convey to the Association properties designated for such conveyance in its periodically revised publication KIAWAH ISLAND PROPERTY BUYER'S GUIDE, or other such document or publication hereafter designated by the Company, and, in addition, may at its option convey to the Association as provided in Article IV those parcels of land designated on the Master Development Plan as properties which may be transferred to the Association, as, in the reasonable exercise of its discretion, it so chooses without regard to the relative location of such portions or sections within the overall plan. Once conveyed to the Association, these properties shall become Common Properties, Restricted Common Properties, or Purchased Common Properties, as the case may be. The Company shall not be required to follow any predetermined sequence or order of improvements and development; and it may bring within the plan of these covenants additional lands, and develop the same before completing the development of the Existing Property. Other than as stated in this paragraph, the Company shall have the full power to add to, subtract from or make changes in the Master Development Plan regardless of the fact that such actions may alter the relative maximum potential voting strength of the various types of membership of the Association.

Section 2. **Additions to Existing Property.** Additional lands may become subject to this Declaration in the following manner:

(a) Additions. Until January 1, 2016, the Company, its successors, and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration any property which is contiguous or nearly contiguous to Kiawah Island if acquired by the Company prior to January 1, 2016, including, but not limited to, all that property described in a Warranty Deed from Ronald D. Royal, et al to Coastal Shores, Inc. dated February 15, 1974, and of record in Book U-103, at pages 265 et seq. provided such property consists of all or portions of the properties identified as parcels 2, 3, 4, 5, 6, 11, 12A or 12B on Exhibit 1.3 of the Development Agreement between the Town of Kiawah and Kiawah Resort Associates, LP entered on October 12, 2005 recorded in the RMC Office for Charleston County at Book Z558, Page 004. For all other properties contiguous or nearly contiguous with Kiawah Island, the Company, its successors, and assigns shall have the right to add such properties only if there has been prior approval of the addition by a simple majority vote of the members present at a duly called meeting of the membership. (as amended 6-1-2006)

Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this and the succeeding subsections, shall be made by filing a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the Covenants and Restrictions of the Declaration to such additional property. (as amended 6-1-2006)

The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Company, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modifications shall have no effect on the property described in Section 1, of this Article II.

(b) Other Additions. Upon approval in writing of the Association pursuant to simple majority of the vote of those presents at a "duly called meeting", as defined in Article III, Section 6, the owner of any property who desires to add it to the plan of these covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property.

The Supplementary Declaration may contain such complementary additions and/or modification of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with the plan of this Declaration, but such modification shall have no effect on the property described in Section 1, of this Article II.

(c) Mergers. Upon merger or consolidation of the Association with another association, corporation, or organization, as provided for in the Bylaws of the Association, its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights, and obligations of another association may, by operation of law, be added to the properties of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the existing property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall effect any revocation, change, or addition to the covenants established by this Declaration within the Existing Property including, without limitation, the maximum limits on assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association.

(d) Additional lands which become subject to this declaration under the provisions of this Section II may in the future be referred to as a part of Kiawah Island.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. **Membership.** Every Owner except Owners which are exempt from the payment of assessments shall be a Member of the Association. The Company shall be a Member of the Association.

Section 2. **Voting Rights.** The Association shall have four types of regular voting membership and one type of special voting membership which provides the Company with the power to elect a single member of the Board of Directors: (as amended 6-1-2006)

TYPE A: Type A Members shall be all Owners (including the Company) of Residential Lots and Family Dwelling Units. A Type A Member shall be entitled to two votes for each Family Dwelling Unit which he owns. An owner of a Residential Lot upon which a Family Dwelling Unit has not been constructed shall be entitled to one vote for each Residential Lot he owns.

TYPE B: Type B Members shall be all those Owners (including the Company) of platted Public or Commercial Sites and Multiple-Family Tracts. A Type B Member's total annual assessment will be divided by the amount of the annual assessment for a Residential Lot to determine the number of votes to which the Type B Member is entitled, with any fraction of ½ or greater rounded off to the next highest number. (as amended 12-15-1988)

TYPE C: Type C Members shall be all those Owners (including the Company) of the Public and Commercial Units. A Type C Member's total annual assessment will be divided by the amount of the annual assessment of a Residential Lot to determine the number of votes to which the Type C Member is entitled, with any fraction of ½ or greater rounded to the next highest number. (as amended 12-15-1988)

TYPE D: Type D Members shall be all those Owners (including the Company) of the Unsubdivided Lands and Development Unit Parcels held and intended for future development by the Company or a third party. A Type D Member's total annual assessment will be divided by the amount of the annual assessment of a Residential Lot to determine the number of votes to which the Type D Member is entitled, with any fraction of ½ or greater rounded to the next highest number. (as amended 12-15-1988)

TYPE E: The Type E Member shall be the Company. The Type E Member shall be entitled to appoint a single member of the Board of Directors and shall not cast Type A votes for the election of other members of the Board of Directors. (as amended 6-1-2006)

Payment of special assessments shall not entitle Type A, B, C, or D Members to additional votes.

When any property entitling the Owner to Membership as a Type A, B, C, or D Member of the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, such joint owners shall share among them the right to vote, which such right shall be exercised as a whole, and not in part, in the manner which they shall jointly determine; and if such joint owners fail to determine the manner in which their vote should be cast, their vote shall not be counted. When one joint owner signs a proxy or purports to vote for his or her co-owners, such vote shall be counted and bind all. The principles of this paragraph shall apply, insofar as possible, to the execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum. (as amended 5-28-1981)

The voting rights of any Owner may be assigned by said Owner to his lessee by giving written notice to the Secretary of the Association; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the property actually leased by such lessee.

The Type A, B, C, and D Members are sometimes hereinafter collectively referred to as the "Members".

Section 3. **Governance**. The Association shall be governed by a Board of Directors consisting of Three (3), Five (5), Seven (7), Nine (9), or Eleven (11) Members. Initially, the Board shall consist of Three (3) Members, with the number in subsequent years to be determined by the members of the Board of Directors as provided for in the Bylaws of the Association.

Section 4. **Election of the Board of Directors**.

(a) Each member of Types A, B, C and D Membership classes shall be entitled to as many votes as equals the number of votes he is entitled to, based on his ownership of or tenancy in one or more of the various classifications of property as computed by the formula set out in Section 2 hereof, multiplied by the number of directors to be elected by Types A, B, C and D Members. Members may cast all of such votes for any one director or may distribute them among the number to be elected by Types A, B, C and D Members, or any two or more of them, as he may see fit, provided, however, that all votes must be cast in whole numbers and not fractions thereof. This right, when exercised, is termed Cumulative Voting. Members are divided into classes for the sole purpose of computing voting rights and shall not vote as a class. (as amended 6-1-2006)

(b) All the Association's Directors but one shall be elected by the Members of the Association; however, the Type E Member shall not cast Type A votes. (as amended 6-1-2006)

The Board of Directors shall be elected in part by the Type A, B, C and D Members, and in part by the E Member. The percentage of directors to be elected by Type A, B, C and D Members shall be equal to the per cent of the cumulative maximum number of lots and dwelling units authorized in Kiawah Island by the zoning authorities of Charleston County, South Carolina, which have been sold and conveyed to purchasers. Provided, however, the Type E Member shall be entitled to elect no less than a majority of the Board of Directors until such time as eighty per cent (80%) of the cumulative maximum number of authorized lots and dwelling units have been sold to Type A Members. The Type A, B, C and D Members shall elect the remainder. Subsequent to the sale of eighty per cent (80%) of the cumulative maximum number of authorized lots and dwelling units, the Type A, B, C and D members shall elect a percentage of the Board of Directors equal to the percentage of cumulative maximum number of dwelling units and lots owned by Type A Members; the Type E Members shall elect the remainder. For the purposes of this formula, the number of lots and dwelling units owned by Type A Members and the cumulative maximum number of lots and dwelling units authorized shall be determined annually by the Board of Directors as of the date on which notice of the meeting of the Members at which the Board of Directors is to be elected is mailed.

It is the intent of this subparagraph (b) that the right to elect a majority of the members of the Board of Directors shall pass from the Company (Type E Member) to the Type A, B, C and D Members at such times as in excess of eighty per cent (80%) of the cumulative maximum number of lots and dwelling units or dwelling unit equivalents authorized in the Property by the zoning authorities of Charleston, South Carolina, are owned by Type A Members.

Section 5. **Members to Have Power of Referendum in Certain Instances.** Where specifically provided for herein, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed to be taken by the Association by Referendum including, without limitation, whether the Association shall accept any offer by the Company to convey to the Association any "Purchased Common Properties", and implement the applicable Amenity Assessment as provided in Article V, Section 5 hereof, the increase of maximum assessments by the Association in excess of those increases authorized herein, the levy by the Association of any Special Assessment, and the addition of functions or services which the Association is authorized to perform. In the event fifty-one percent (51%), or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to "pass" and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage vote required to "pass" shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions therefor. At any time that the A, B, C and D Members have the ability to elect a majority of the Board of Directors, the Members may require a referendum on any action of the Board of Directors by presenting to the secretary of the Board within thirty (30)days of the taking of such action or ratification by the Board of its intent to take such action a petition signed by not less than twenty-five per cent (25%) of the Members. (as amended 5-31-1984).

Section 6. **Quorum Required for Any Action Authorized at Regular or Special Meetings of the Corporation.** The quorum required for any action which is subject to a vote of the Members at an open meeting of the Association (as distinguished from the Referendum) shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association the presence at the meeting of Members or proxies entitled to cast fifty-one percent (51%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and there shall be no quorum requirement for any such second meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article III, Section 6, and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association. This provision shall not apply when the proposed action is the amendment to this Declaration and the quorum requirement established by Article VIII, Section 2 shall govern in that instance; nor shall this provision apply as to assessment actions, in which case the quorum requirement established by Article V, Section 8 shall govern. For the purpose of this section, "proper notice" shall be deemed to be given when posted to the last known address of each Member not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered. (as amended 5-18-1989)

Section 7. **Proxies.** All Members of the Association may vote and transact business at any meeting of the Association by Proxy authorized in writing, provided, however, that Proxy authorization shall not be required for any action which is subject to a Referendum, in which case the votes of all the Members polled shall be made by specially provided ballots mailed or delivered to the Association.

Section 8. **Ballots by Mail.** When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, a statement of certain motions to be introduced for the vote of the Members and a ballot on which each Member may vote for or against the motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out in Section 6 of this Article III. Provided, however, such ballots shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

Section 9. **Electronic Communications.** Notwithstanding any other provision in this Declaration, the board, in its discretion, may approve the use of electronic communication methods in place of or in conjunction with writings, mailings, and other forms of communication described in or required by this Declaration to accomplish voting, notices, proxies, ballots, referenda, and other similar actions described in or required by this Declaration, if (1) the board determines that the electronic method is reliable, (2) accurate contemporaneous records are maintained that document the communication and action, (3) the rights of the Company and the Members established by this Declaration are preserved, and not impaired or lessened by the method, and (4) that reasonable safeguards are in place to preserve the integrity of the vote, notice or other action. The board's approval of this additional or alternative method of communication shall be accomplished by resolution and documented in its meeting minutes.

ARTICLE IV

PROPERTY RIGHTS IN THE VARIOUS COMMON PROPERTIES

Section 1. **Members' Easements of Enjoyment in Common Properties.** Subject to the provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association every Type A, B, C, D and E Member and every guest and tenant of such Type A, B, C, D and E Member shall have a right of easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public and Commercial Site, Public and Commercial Unit, or Development Unit Parcel.

Employees of the Type E Member shall have access to and enjoyment of the Common Properties subject to rules and regulations and user fees established by the Board of Directors.

A Member's spouse and children who reside with such Member in "Kiawah Island" shall have the same easement of enjoyment under this Section as a Member, and in those instances where a lot or dwelling unit or other property in "Kiawah Island" is owned or occupied as a Tenant by two (2) or more persons (who do not have the relationship of spouse, parent, or child, one to the other) or by a corporation, or partnership, such joint owners, the principal officers of such a corporation, and the partners of such a partnership shall also have the same easement of enjoyment under this Section as a Member.

Section 2. **Members' and Residents' Easements of Enjoyment in Restricted Common Properties.** Subject to the Provisions of these covenants, the rules and regulations of the Association, and any fees or charges established by the Association, every Type A Member, but not Type B, C, or D Members, and every lessee Resident and Company employee have a right and easement of enjoyment in and to the Restricted Common Properties and such easement shall be appurtenant to and shall pass with the title of every Residential Lot and Family Dwelling Unit.

A Type A Member's spouse and children who reside with such Member in "Kiawah Island" shall have the same easement of enjoyment under this Section as a Member, and in those instances where a lot or dwelling unit or other property in "Kiawah Island" is owned or occupied as a Tenant by two (2) or more persons (who do not have the relationship of spouse, parent, or child, one to the other) or by a corporation, or partnership, such a joint owners, the principal officers of such a corporation, and the partners of such a partnership shall also have the same easement of enjoyment under this Section as a Type A Member.

Section 3. **Change from Restrictive Common Property to Unrestricted Common Property.** By an affirmative vote of seventy-five per cent (75%) of the votes cast at a meeting of the Association called for the purpose of voting on such proposal, a "Restricted Common Property" may be changed into an unrestricted "Common Property".

Section 4. **Title to Common Properties and Restricted Common Properties.** The Company covenants for itself, its successors, and assigns, that it shall convey to the Association, at no cost to the Association, by deed or lease of ninety-nine (99) years, those parcels of land and facilities described in Section 7 of this Article IV hereof, within two (2) years after the Company has completed improvements thereon, if such be required, such that the Facility is functionally complete. The Association shall immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors subject to the Declaration of Rights, Restrictions, Affirmative Obligations, and Conditions Applicable to All Property in "Kiawah Island". It is the purpose of this provision to provide that the Association shall be responsible for all maintenance of Common Properties and Restricted Common Properties upon which all improvements required to be made by the Company have been completed, notwithstanding the fact that the Company is not obligated to convey or lease such properties to the Association until two years after such improvements have been completed thereon.

Natural areas, trail areas, etc., shall be conveyed in large or small parcels from time to time after the Company has completed the surveying and platting of all adjacent subdivisions for single family detached and Patio Home housing areas, multiple family tracts or public and commercial sites which may abut such natural areas, trail areas, etc. The Company covenants for itself, its successors and assigns, that it shall convey by deed to the Association all such properties within two (2) years of notification to the Association, in writing, of its intent to convey such properties, provided, however, that in the case of Common Properties or Restricted Common Properties, upon which improvements are required to be made by the Company, such notification of "intent to convey" shall not be deemed to be made until such time as the improvements have been completed such that the facility is functionally complete. Such notification will not normally show metes and bounds and, in any event, the metes and bounds as shown on the recorded plat and deed to the Association shall govern. All said parcels of land may be conveyed to the Association subject to:

(1) all restrictive covenants of record at the time of conveyance;

(2) all existing mortgages; and

(3) a reservation by the Company of the right to substitute or add new mortgages thereon, provided however, that in no event shall the Association be obligated to assume the payment of principal or interest on any such mortgages.

The obligation to make payments of principal and interest in accordance with their due dates on all mortgages affecting property conveyed to the Association except mortgages on Purchased Common Properties (as described hereinbelow in Section 4 of this Article IV) shall continue to be the sole obligation of the Company or any Affiliate, Successor or Assign of the Company as the case may be. Notwithstanding anything in the foregoing to the contrary, the Company shall not be required to convey the above referred to parcels where such conveyance would be prohibited under agreements existing on the date hereof or hereafter but, in such case, shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

Section 5. **Purchased Common Properties.** Subject to the provisions of these covenants, the rules and regulations of the Association, and any charges established by the Association, every Type A Member shall have a right and easement of enjoyment in and to any property now or hereafter designated "Purchased Common Properties" pursuant to this Declaration. A Type A Member's spouse and children who reside with such Type A Member in "Kiawah Island" shall have the same easement of enjoyment under this Section as a Type A Member.

In those instances where a lot or dwelling unit or other property in "Kiawah Island" is owned or occupied as a Tenant by two (2) or more persons (who do not have the relationship of spouse, parent, or child, one to the other) or by a corporation, or partnership, such joint owners, partnerships, and corporations shall annually appoint one (1) person as the "Primary Member." Such Primary Member shall have the same easement of enjoyment in the Purchased Common Properties as Members who own or occupy such property singularly. Each of the remaining joint Members or Tenants, other principal officers of such corporations, or partners of such partnership shall be entitled to an easement of enjoyment in the Purchased Common Properties by (1) paying to the Association annually an amount equal to the annual assessment charged against the property so owned, or in the alternative (2) should user fees be deemed appropriate, by payment of applicable user fees, and conforming to rules, regulations and other criteria approved by the Board of Directors for the particular Purchased Common Property. (as amended 5-9-1990)

"Purchased Common Properties" may be acquired by the Association when such acquisition and the concomitant Amenity Assessment are approved by a Referendum of Type "A" Members. Any debt incurred in acquiring Purchased Common Properties by the Association may be paid over a period not to exceed twenty years from receipts of Annual Assessment, Special Assessments, and/or Amenity Assessments. (as amended 5-31-1984)

Purchased Common Properties may be offered to the Association by the Company subject to acceptance of title thereto by the Association and implementation of an additional assessment (herein "Amenity Assessment") to fund the continued operation thereof. Purchased Common Properties may be offered to the Association subject to such restrictions, limitations, and reservations as are stated in the offering and submitted to the Association as part of the Referendum. The Amenity Assessment shall initially be established by the Board of Directors of the Association at an amount that the Board deems sufficient to fund the continued operation and maintenance of the Purchased Common Property, which assessment shall commence as to all Type "A" Members responding to the mail Referendum in which the Association accepts title to the Purchased Common Property. The Amenity Assessment for Purchased Common Property shall be established by the Board of Directors for each succeeding year but shall not be increased by more than ten percent (10%) over the previous year, or by the percentage increase between the first month and the last month of an annual assessment period in the Consumer Price Index for All Urban Consumers (1967 = 100) issued by the U.S. Bureau of Labor Statistics whichever of these two percentage figures is larger, except that the Amenity Assessment for the Recreation Center and its related facilities at 1 Shipwatch Road shall not be increased more than five percent (5%) per annum, starting with the year 2001. The Amenity Assessment may be increased above the stated maximum by approval of a majority of the votes of the Type "A" Members responding to a mail Referendum, which increase in the maximum Amenity Assessment, if approved, shall be effective for all subsequent years and shall thereafter increase each subsequent year as stated herein above. (as amended 1-1-2001)

The Association may not accept title to any Purchased Common Property without implementing an Amenity Assessment sufficient to provide funding for the continued maintenance and operation of the facility, unless the Board of Directors shall first determine that adequate funding can be provided from Annual Assessments to provide for the continued operation and maintenance of the Purchased Common Property without detrimentally affecting existing

operations of the Association. (as amended 5-31-1984)

The Amenity Assessment shall be levied against Type "A" Members only. Purchased Common Properties may, in the discretion of the Board of Directors, be restricted to the exclusive use of Type "A" Members, or other persons may be permitted to use the facility subject to such rules and regulations as the Board of Directors may promulgate. The Board of Directors may establish initiation fees and user fees as the Board of Directors may in its discretion so determine. (as amended 5-31-1984)

Section 6. **Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its By-Laws, to borrow money from the Company or any lender for the purpose of improving and/or maintaining the Common Properties, Restricted Common Properties and Purchased Common Properties, and providing services authorized herein and in aid thereof to mortgage said properties; and

(b) The right of the Association to assume and pay any liens or encumbrances against the Purchased Common Property at the time of conveyance; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures; and

(d) The right of the Association, to suspend the rights and easements of enjoyment of any Member or Tenant or Guest of any Member for any period during which the payment of any assessment against property owned by such Member remains delinquent, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, and provided that the Association shall not suspend the right to use any roads belonging to the Association subject to the rules, regulations and fees, if any established by the Association for such use.

(e) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties, Restricted Common Properties and Purchased Common Properties, and any facilities included therein, including the right of the Association, to charge a reasonable toll for the use of any roadways belonging to the Association, provided, however, that such rights of the Association shall not be construed to impair or qualify an Owner's rights of ingress and egress to his property.

(f) The Board of Directors of the Association shall have full discretion to determine the amount of the fee or toll for use of any roadway it may own, provided, however, that such fee or toll shall be limited to an amount which generates sufficient sums to cover the cost of the operation of entry control security stations; to repair, rehabilitate, resurface and otherwise maintain said roadways, to provide for the maintenance and clean-up of the right-of-ways; to provide drainage along said roadways; to provide for motorized security patrols and to provide such other roadway maintenance or services as the Association shall deem desirable. The Board of Directors of the Association shall further have the power to place any reasonable restrictions upon the use of the Association's roadways, subject to an Owner's or Resident's right of ingress and egress, including, but not limited to the types and sizes of vehicles permitted to use said roads, the maximum and minimum speeds of vehicles using said road, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of the roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restriction unreasonable. This paragraph (f) establishes maximum fees which may be charged for road entry and use of roads. The Board of Directors of the Association may supplement, with an allocation of a portion of the receipts from the annual assessment, the funds (if any) received from road use fees or tolls, to carry out the functions and activities as described in this paragraph (f).

(g) The right of the Company or the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Properties, Restricted Common Properties, and Purchased Common Properties.

(h) The right of the Association to give or sell all or any part of the Common Properties and Restricted Common Properties, including lease-hold interest, to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 6,

and unless written notice of the meeting and of the proposed agreement and action thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties or Restricted Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the membership.

(i) The rights of reversion of the Lessor of any Common Properties or Restricted Common Properties leased by the Association upon expiration of the lease.

Section 7 [sic "6" in original recorded document]. [**Conveyance by Deed or Lease.**] The Company covenants for itself, its successors, and assigns, that, prior to 2016, it shall convey to the Association, by deed, ninety-nine (99) year lease, or other instruments sufficient to convey to the Association the full beneficial use for ninety-nine (99) years, those properties designated on the Company's Master Development Plan as "Common Properties" or "Restricted Common Properties", including the properties listed below. Such conveyance shall be subject to all the restrictions and limitations of the various Articles of this Declaration and any other restrictions and limitations of record and shall include the following:

(a) As Common Properties. There shall be conveyed to the Association without charge by the Company and the Association shall accept title to the following:

(1) Any private community roads and rights of way thereof within the properties which connect Residential Lots, Family Dwelling Units, Multiple Family Tracts, and Public or Commercial Sites or Units, and Development Unit Parcels, to public roads or highways.

(2) All bike trails not contained, or designated on the Master Development Plan to be contained, within a Public or Commercial Site, Multiple Family Tract or Development Unit Parcel.

(3) Open space designated as such on the Company's Master Development Plan or subdivision plats recorded in the Register of Mesne Conveyance, Charleston County, South Carolina.

(b) As Restricted Common Properties. There shall be conveyed to the Association without charge and the Association shall accept title to all properties designated by the Company for the exclusive common use and enjoyment of Owners and tenants of Residential Lots and Family Dwelling Units, their immediate families, guests accompanying such Owners, and the Company.

ARTICLE V

COVENANTS FOR ASSESSMENTS AND RESERVE FUNDS

Section 1. **Creation of the Lien and Personal Obligations of Assessments.** The Company covenants, and each Owner of any Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Unsubdivided Land, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and pay to the Association (1) Annual Assessments or charges, and (2) Special Assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments together with such Delinquent Payment Fees thereon and costs of collection therefor as hereinafter provided, shall be a charge as continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such Delinquent Payment Fees thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or any Unsubdivided Land, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. (as amended 5-28-1981)

Section 2. **Purposes of Assessments.** The Annual Assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Properties and Restricted Common Properties, and Purchased Common Properties, and to provide services which the Association is authorized to provide. In carrying out these duties, the Association may expend funds derived from assessments to make payments of principal and interest as consideration for the conveyance by the Company to the Association of Purchased Common Properties.

Section 3. **Application of "Maximum" Annual Assessment.** The Annual Assessment, as set forth in the schedule hereinbelow, and as is annually increased pursuant to the provisions of subparagraph (h) below, shall be levied by the Association. If, however, the Board of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by an assessment less than the Maximum set out below, it may levy such lesser assessment. Provided, however, so long as the Company is engaged in the development of properties which are subject to the terms of this Declaration, the Association may not reduce assessments below those set out in Section 3 (a) immediately below without the written consent of the Company. The levy of an assessment less than the Maximum Annual Assessment in one year shall not affect the Board's right to levy the Maximum Annual Assessment in subsequent years. If the Board of Directors shall levy less than the Maximum Annual Assessment for any assessment year and thereafter, during such assessment year, determine that the important and essential functions of the Association cannot be funded by such lesser assessment, the Board may, by majority vote, levy a Supplemental Annual Assessment. In no event shall the sum of the initial and supplemental Annual Assessment for that year exceed the applicable Maximum Annual Assessments.

If the Board of the Association, by majority vote, determines that the important and essential functions of the Association will not be properly funded in any year by the Maximum Annual Assessment, it may call a Referendum requesting approval of a specified increase in such assessment. Should two-thirds (2/3%) of the votes cast in such Referendum be in favor of such Referendum, the proposed increased assessment shall be levied. An increase in assessments in any year pursuant to a Referendum taken shall in no way affect assessments for subsequent years.

(a) The Maximum Annual Assessment shall be the sum calculated in accordance with the following schedule as may be increased in each instance by an inflation adjuster as set forth in this Article V, Section 3 (h) hereinbelow.

Property Type	**Maximum Annual Assessment**
Residential Lots	$125.00
Family Dwelling Units	$250.00
Public and Commercial Units	$ .15 per square foot
Unsubdivided Land, Multiple Family Tracts, Public and Commercial Sites, and Development Unit Parcels	$ 50.00 per acre

(b) Property shall not be classified for purposes of these covenants and these Annual Assessments as a Residential Lot, until the first day of the quarter of the year after all of the following have occurred:

1. Making of record a plat showing such Residential Lot;

2. Approval by the Office of Interstate Land Sales Registration or successor agencies permitting such Residential Lot to be offered for sale; and

3. The lot has been conveyed by the Company to a Purchaser.

(c) For the purposes of calculating the Annual Assessments on Public and Commercial Units, the area to be included in the determination of the total number of square feet shall be all interior areas within the roof line of a building including open porches but excluding terraces and like areas.

(d) The Annual Assessment on unimproved land shall be billed quarterly commencing on the first day of January of each year. All other property shall be billed annually in January of each year. All assessment bills shall be due and payable thirty (30) days from the date of mailing the same. The Board of Directors may allow monthly or quarterly installment payments of Annual Assessments on improved property.

(e) The Owner of any assessable property which changes from one category to another during an assessment year shall be billed an additional amount for the remaining full quarters of such year to reflect the category change.

(f) For purposes of these assessments and voting rights hereunder, a property will be classed as unimproved land, and not as a Family Dwelling Unit or Public or Commercial Unit, until such time as construction of such Unit has occurred, and assessment at the improved property rate shall be prorated for the remainder of the full quarters of the year and billed that amount on the first day of the next full quarter.

(g) All assessments charged by the Association shall be rounded off to the nearest dollar.

(h) From and after January 1, 1977, the Maximum Annual Assessment shall be increased each year by the Board of Directors of the Association by five (5%) per cent per year over the previous year, or by the percentage increase between the first month and the last month on an annual assessment period in the Consumer Price Index for All Urban Consumers, (1967 = 100) (hereafter "C.P.I."), issued by the U.S. Bureau of Labor Statistics, whichever of these two percentage figures is larger. However, the Board of Directors may suspend such automatic increase for any one (1) year at its own discretion.

In the event that the C.P.I. referred to above shall be discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(i) Any increase or decrease in the fixed amount of the Maximum Annual Assessment shall be made in such a manner that the proportionate increase in such assessment is the same for Owners of Residential Lots, Family Dwelling Units, Multiple Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Units Parcels, or Unsubdivided Land.

Any time the actual assessment levied by the Board of Directors of the Association is less than the Maximum Annual Assessment such decrease shall be proportionate among the Owners of Residential Lots, Family Dwelling Units, Multiple Family Tracts, Public and Commercial Sites, Public and Commercial Units, Development Unit Parcels, and Unsubdivided Land. The decrease or increase received by each class of Owners of the various classes of property may be made disproportionately only by the favorable vote of seventy-five (75%) per cent of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 6 hereof, and by seventy-five (75%) per cent of the votes cast at said meeting by the Members of the classes whose proportionate share is being raised or decreased proportionately less than that of Members of other classes.

Section 4. **Special Assessments for Improvements and Additions**. In addition to the Annual Assessments authorized by Section 3 hereof, the Association may levy Special Assessments, for the following purposes:

(a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Properties, Restricted Common Properties, and Purchased Common Properties, including the necessary fixtures and personal property related thereto;
(b) For additions to the Common Properties, Restricted Common Properties, and Purchased Common Properties;
(c) To provide for the necessary facilities and equipment to offer the services authorized herein;
(d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

Such assessment before being charged must have received the assent of a majority of the votes of the Members responding to a mail Referendum within thirty (30) days of mailing. The mail Referendum shall include one statement from the Directors favoring the Special Assessment and one statement from any Directors opposing the Special Assessment containing the reasons for those Directors' support and opposition for the assessment. Neither statement shall exceed five pages in length.

This provision shall be interpreted to mean that the Association may make in any one year an Annual Assessment up to the Maximum set forth in Section 3 of this Article plus one or more additional Special Assessments. Such Special Assessments in any one year may not exceed a sum equal to the amount of the Maximum Annual Assessment for such year except for emergency or other repairs required as a result of storm, fire, natural disaster or other casualty loss. The fact that the Association has made an Annual Assessment for an amount up to the permitted Maximum shall not affect its right to make Special Assessments during the year.

The proportion of each Special Assessment to be paid by the Owners of the various classifications of assessable property shall be equal to the proportion of the Annual Assessments made for the assessment year during which such Special Assessments are approved by the Members.

Section 5. **Segment Assessments and Amenity Assessments.**

(a) **Segment Assessments.** In addition to the Annual Assessments and Special Assessments authorized in Sections 3 and 4 of this Article, the Board of Directors of the Association is hereby empowered to levy assessments to be used for the benefit and/or operation of a particular portion or segment of Kiawah Island, the payment of which assessment shall be borne by the Owners with such segment only; such assessment being herein referred to as "Segment Assessments". A Segment Assessment can only be levied by the Board of Directors of the Association after a determination that the affected segment of the Island has such need of a particular addition or improvement as would justify the expenditure therefor by the Owners who would be assessed and who would enjoy the benefits of such improvement or addition and/or the operation thereof. In cases where such a determination is made by the said Board, the levy of the applicable Segment Assessment by

the Board of Directors of the Association shall be final and not subject to approval by either the whole body of Members or by those Members who would be subject to the assessment. Any one Segment Assessment may not exceed a sum equal to one-half of the amount of the Maximum Annual Assessment in any one assessment year. The proportion of each Segment Assessment to be paid by the affected Owners of the various classifications of assessable property shall be in proportion to the payment of Annual Assessments. (as amended 5-31-1984)

If a Segment Assessment is made for an improvement or addition which requires a continuing assessment for maintenance and/or operational costs, then those Owners subject to the levy of the Segment Assessment may discontinue and abolish such Segment Assessment if such Owners so vote in a Referendum held during the second or any subsequent year of such a continuing Segment Assessment. Should any costs result from the removal of any addition or improvement where a particular Segment Assessment is discontinued, such costs shall be funded by the Segment Assessment before its discontinuance.

(b) **Amenity Assessments.** In addition to all other assessments authorized herein, the Board of Directors is empowered to levy Amenity Assessments as provided in Article IV, Section 5 hereof. An Amenity Assessment may be discontinued or abolished if (i) the Type "A" Members so vote in a Referendum, and (ii) the Board of Directors so approve. (as amended 5-31-1984)

Section 6. **Reserve Funds.**

(a) The Association may establish reserve funds from its Annual Assessments and/or the Contribution to Reserves Fees as described in subsection (b) below, to be held in reserve in an interest bearing account or otherwise invested, as a reserve fund to be spent for any purpose of the Association that qualifies as being exempt from taxation under the provisions of the Internal Revenue Code of the United States dealing with property owners' associations. Such funds shall not be spent on Association operations. (as amended 6-1-07)

(b) Upon each transfer (as hereinafter defined) of any property subject both to the terms of these Covenants and the jurisdiction of the Association, the Association shall be paid a contribution to reserves fee ("Contribution to Reserves Fee") equal to the amount of the Association's Annual Assessment for such property for calendar year 1994. (as amended 6-1-1994)

From and after June 1, 2000, upon each transfer (as hereinafter defined) of any property subject both to the terms of these Covenants and the jurisdiction of the Association, the Association shall be paid a Contribution to Reserves Fee equal to .50 percent (.0050) of the gross purchase price for such property. In no event shall the Contribution to Reserves Fee due upon property that is not exempt under subsection (g) herein be less than the amount of the Association's current Annual Assessment for such property. (as amended 6-1-2006)

Up to 15% of the Contribution To Reserves Fee collected by the Association on an annual basis shall be available for use to cover the costs for the administration and management of the Contribution To Reserves Fees program. (as amended 6-1-1997).

The Association may require the grantor and/or grantee of the property or interest therein which is transferred to provide the Association with copies of documentation associated with the transfer, such as a copy of an executed closing statement, the applicable contract of sale and/or the deed or other instrument evidencing the transfer, and may further require the grantor and/or the grantee to provide an original affidavit signed under oath under penalty of perjury attesting to the gross purchase price or other consideration for the transfer. (as amended 6-1-1997)

(c) For purposes of these Covenants, the aforesaid Contribution To Reserves Fee shall not be considered an Annual Assessment, Special Assessment, Segment Assessment, Amenity Assessment or any form of assessment and shall be specifically excluded from all calculations related thereto. (as amended 6-1-1994)

(d) For purposes hereof a "transfer" shall be deemed to occur upon the execution of a deed, instrument or other similar writing whereby any property or an interest therein, is sold, granted, conveyed or otherwise transferred.

The Contribution to Reserves Fee shall be paid to the Association at, or prior to, the time the deed, instrument or other document evidencing the transfer of the property, or an interest therein, is recorded in the RMC Office for Charleston County, South Carolina, but in no event no later than thirty (30) days after the date said deed, instrument or other document evidencing the transfer, is recorded in Charleston County, South Carolina. (as amended 6-1-1994)

(e) Payment of the Contribution To Reserves Fee shall be the liability of the purchaser or grantee of the property. In the event there is more than one grantee, all of such grantees shall be jointly and severally liable for the Contribution to Reserves Fee. Any agreement between the grantee and the grantor or any other person with regard to the allocation of the responsibility of the payment of said fee shall not affect the liability of the grantee thereof to the Association. (as amended 6-1-1994)

(f) The above described Contribution To Reserves Fee shall not apply to the following or applicable portion of:

(1) A transfer effected pursuant to a court order; or

(2) A transfer when the grantee of such property is the United States of America or State of South Carolina or any of their political subdivisions or departments and such grantee is to utilize the property for a public purpose; or

(3) A transfer which, without additional consideration, confirms, corrects, modifies or supplements a transfer previously made; or

(4) A transfer made with or without consideration, if the transferee shall have been at the time of transfer: (i) the spouse, lineal descendant, or lineal ancestor of the transferor, by blood or adoption, or (ii) an entity owned solely by such related persons and/or the transferor. (as amended 6-1-2006)

(5) A transfer to the trustee(s) of a trust in exchange for a beneficial interest received by the grantor in such trust or a distribution by the trustee(s) of the trust to the beneficiary or beneficiaries of the trust; or

(6) A transfer by operation of law without actual consideration, including, but not limited to, a transfer occurring by virtue of the death or bankruptcy of an owner of a property or an interest therein; or

(7) A transfer to any charitable organization or any religious organization provided that the property or interest therein so transferred will be held by the charitable or religious organization solely for its public charitable or religious purposes. For purposes hereof a charitable organization shall be limited to a charitable organization as defined in Section 33-55-20, South Carolina Code of Laws, 1976, (as amended); or

(8) A transfer to a mortgagee in foreclosure of the mortgage held by such mortgagee, or transfer of a property or an interest therein subject to a mortgage to the mortgagee in lieu of foreclosing said mortgage on said property; or

(9) A transfer to an escrow agent, trustee or qualified intermediary pursuant to a "like kind exchange" in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended; or

(10) A transfer of a property or interest therein which is exempt from assessment pursuant to Section 13 of this Article V; or

(11) A transfer of a property or interest therein by the Association or to the Association.

(12) A transfer between entities which are under common control or which have substantially equivalent economic ownership, but only of the property which has not been platted for sale as a Residential Lot or Lots. (as amended 6-1-2006)

Any party claiming to be exempt from payment of the Contribution To Reserves Fee to the Association shall submit to the Association a copy of the deed, or other instrument evidencing the transfer and an original affidavit signed under oath and penalty of perjury by the grantee attesting the basis upon which the transfer is claimed to be exempt from the herein described Contribution To Reserves Fee, in whole or in a part, and the name and mailing address of the grantee.

The Association may require the grantor and/or grantee of the property or interest therein which is transferred to provide the Association with copies of documentation associated with the transfer such as a copy of an executed closing statement, the applicable contract of sale and/or the deed or other instrument evidencing the transfer. (as amended 6-1-1994)

(g) In the event a Contribution To Reserves Fee is not paid to the Association when due, a delinquent payment fee not to exceed five percent (5.0%) of the unpaid amount per month from the due date and each month thereafter until paid shall be added to the Contribution to Reserves Fee so long as any portion thereof remains unpaid. The aforesaid delinquent payment fee shall be established from time to time, by the Association's Board of Directors. Additionally, if the Contribution To Reserves Fee is not paid to the Association when due, the amount of such fee plus the above described delinquent payment fee and all costs of collection thereof including, but not limited to, reasonable attorneys fees, as hereinafter provided, shall be a charge and continuing lien on the property transferred in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, successors and/or assigns. If the Contribution To Reserves Fee is not paid to the Association when due, the Association may bring an action at law against the Owner personally obligated to pay the same for such fee (including any delinquent payment fee, costs and reasonable attorney's fees of any such action) and/or foreclose the lien for such fee (including any delinquent payment fee, costs and reasonable attorney's fees of any such action). (as amended 6-1-1994)

Notwithstanding the establishment of the above described lien for any unpaid Contributions To Reserves Fee together with any delinquent payment fee and costs of collection, said lien shall be subordinate to the lien of any purchase money mortgage placed upon the property in connection with or arising out of the transfer upon which the unpaid Contribution To Reserves Fee is based. (as amended 6-1-1994).

Section 7. **Change in Maximum Amounts of Annual Assessments Upon Merger or Consolidation.** The limitations of Section 3 of Article V hereof shall apply to any merger or consolidation in which the Association is authorized to participate under Article II, Section 2, hereof, and under the By-Laws of the Association.

Section 8. **Quorum for Any Action Authorized Under this Article.** The quorum required for any action authorized to be taken by the Association Members under this Article shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Article the presence at the meeting of Members or proxies entitled to cast sixty (60%) per cent of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) per cent of the total vote of the membership of the Association.

Section 9. **Date of Commencement of Annual Assessments. Due Date.** Notwithstanding anything in the foregoing to the contrary, the Annual Assessments provided for herein shall commence no earlier than January 1, 1977. Persons becoming members subsequent to January 1 of each year shall pay assessments prorated as of the date of initial membership.

Section 10. **Duties of the Board of Directors.** The Board of Directors of the Association shall fix the amount of the assessment against each Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel, or Unsubdivided Land, within the assessment schedule as provided hereinabove, and shall at that time, direct the preparation of an index of the properties and assessments applicable thereto which shall be open to inspection by any Member. Written notice of assessment shall thereupon be sent to every Member subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 11. **Effect of Non-payment of Assessment: The Personal Obligation of the Owner, the Lien; Remedies of Association.** If the assessment is not paid on or before the past-due date specified in Section 3 (d) of Article V hereof, then such assessment shall become delinquent and shall (together with a Delinquent Payment Fee as provided in the By-Laws not to exceed five (5%) per cent of the unpaid balance per month from the due date and each month thereafter so long as the assessment or any part thereof remains delinquent, and cost of collection thereof as hereinafter provided) become a charge and continuing lien on the Land and all improvements thereon, against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants, and assigns. If the assessment is not paid within thirty (30) days after the past due date, the Association may bring an action at Law against the Owner personally and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include Delinquent Payment Fees on the assessment as above provided and a reasonable attorney's fee together with the costs of the action. (as amended 5-28-1981)

Section 12. **Subordination of the Lien to Mortgage.** The Lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which accrued subsequent to the date of such mortgage and which have become due and payable prior to a sale or transfer of such property pursuant to foreclosure, or any other proceedings or deed in lieu of foreclosures. The subordination established by this Section 12 shall be limited to a period of one (1) year and shall not apply to assessments accruing subsequent to the first anniversary date of the date the exempted mortgagee received title to the assessed property.

Section 13. **Exempt Property.** The following property, individuals, partnerships or corporations, subject to this Declaration shall be exempted from the assessment, charge and lien created herein:

(a) The grantee in conveyances made for the purpose of granting utility easements;
(b) All Common Properties, Restricted Common Properties and Purchased Common Properties as defined in Article I, Section 1, hereof; and
(c) All lands and improved property which are exempted from being Unsubdivided Land and set forth and described in Paragraph (2) of Article I hereof.

Section 14. **Annual Statements.** The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually within ninety days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of any creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than $1,000.00. Such officer shall furnish to each Member of the Association who may make request therefor in writing, a copy of such statement, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

Section 15. **Annual Budget.** The Board of Directors shall prepare and make available to all Members at least thirty (30) days prior to the Annual Meeting, a budget outlining anticipated receipts and expenses for the following fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

ARTICLE VI

FUNCTIONS OF ASSOCIATION

Section 1. **Ownership and Maintenance of Common Properties and Restricted Common Properties.** The Association shall be authorized to own and/or maintain (subject to the requirements of the County Council of Charleston County, South Carolina) Common Properties and Restricted Common Properties, equipment, furnishings, and improvements devoted to the following uses:

(a) For roads or roadways, and parkways along said roads or roadways throughout the Properties;
(b) For sidewalks, walking paths or trails, bicycle paths, and bridle paths throughout the Properties;
(c) For transportation facilities throughout the Properties and other authorized areas other than privately owned automobiles, e.g. buses, electric vehicles, etc.,
(d) For security and fire protection services including security stations, maintenance building and/or guardhouses, police equipment and fire stations and fire fighting equipment; and buildings used in maintenance functions;
(e) For health care including ambulances and medical facilities and the equipment necessary to operate such facilities;
(f) For providing any of the services which the Association is authorized to offer under Section 3 of this Article;
(g) For purposes set out in deeds or long-term leases by which Common Properties and Restricted Common Properties are conveyed or leased to the Association, provided that such purposes shall be approved by the Members of the Association as set out in Section 5 of this Article;
(h) For lakes, play fields, beaches, marshes, tennis and golf facilities, historic parks, wildlife areas, fishing facilities, other recreational facilities of any nature, and community meeting facilities serving the Properties; and
(i) For water and sewage facilities and any other utilities, if not adequately provided by a private utility, Charleston County, or some other public body.

Section 2. **Ownership and Maintenance of Purchased Common Properties.** The Association shall be authorized to purchase, own, operate, and maintain properties following approval of the Members pursuant to the requirements of Section 5 of Article IV hereof. The Association shall be authorized to maintain Purchased Common Properties from receipts of Annual Assessments or Special Assessments.

Section 3. **Services.** The Association shall be authorized (unless prohibited by requirements of the County Council of Charleston County, South Carolina) but not required to provide the following services:

(a) Cleanup and maintenance of all roads, roadways, roadway medians, parkways, lakes, beaches, marshes, and other Common Properties and Restricted Common Properties, within the Properties and also all public properties which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;

(b) Landscaping of roads and parkways, sidewalks and walking paths and any Common Properties or Restricted Common Properties;

(c) Transportation facilities other than privately owned automobiles, e.g. buses, electric vehicles, etc.;

(d) Lighting of roads, sidewalks and walking paths throughout the Properties;

(e) Police protection and security, including but not limited to the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the "Properties" and assistance in the apprehension and prosecution of persons who violate the laws of South Carolina within the Properties;

(f) Fire protection and prevention;

(g) Garbage and trash collection and disposal;

(h) Insect and pest control to the extent that it is necessary or desirable in the judgement of the Board of Directors of the Association to supplement the service provided by the state and local governments;

(i) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;

(j) Maintenance of all lakes and lagoons located within the Properties, including the stocking of such lakes and lagoons;

(k) To take any and all actions necessary to enforce all covenants and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Properties;

(l) To set up and operate an architectural review board in the event that the Association is designated by the Company as the agent of the Company for such purpose;

(m) Improvement of fishing available to Members within the Properties;

(n) To provide day care and child care services;

(o) To conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests;

(p) To provide legal and scientific resources for the improvement of air and water quality within the Properties;

(q) To maintain water search and rescue boats for the protection and safety of those in the waters located on or adjacent to the Properties;

(r) To provide safety equipment for storm emergencies;

(s) To support the operation of transportation services between key points of the Properties and the airports, other public transportation terminals, schools and public centers serving the area surrounding the Properties, as provided for in Article V, Section 4 hereof;

(t) To construct improvements on Common Properties, or Restricted Common Properties, for use for any of the purposes or as may be required to provide the services as authorized in this Article;

(u) To provide administrative services including but not limited to legal, accounting and financial; and communication services informing Members of Activities; Notice of Meetings, Referendums, etc. incident to the above listed services;

(v) To provide liability and hazard insurance covering improvements and activities on the Common Properties, Restricted Common Properties, and Purchased Common Properties;

(w) To provide water, sewage and any necessary utility services not provided by a public body, private utility or the Company;

(x) To provide, conduct, or maintain water pollution and shoreline erosion abatement measures including; without limitation, maintenance and repair of shore revetments and groins;

(y) To exercise any rights reserved by the Company and transferred by the Company to the Association; and

(z) To provide any or all of the above listed services to another association of Owners of real property under a contract, the terms of which must be approved by the Board of Directors.

(aa) To make donations from the Contributions to Reserves Fees established in Article V, Section 6, to an organization qualified as exempt from taxation under the Internal Revenue Code of the United States whose purpose is the conservation, protection and preservation of natural areas on Kiawah Island. Such donations are to be used exclusively for the purchase of land on Kiawah Island. Contribution to Reserves Fees received before June 1, 2007 shall not be available for these donations. (as amended June 1, 2007)

Section 4. **Reduction of Services.** By the end of the calendar year of 1977, the Board of Directors of the Association shall define and list a minimum level of services which shall be furnished by the Association, and submit the same to the Members at the 1978 annual meeting. So long as the Company is engaged in the development of properties which are subject to the terms of this Declaration, the Association shall not reduce the level of services it furnishes below such minimum level.

Such minimum level of services shall expressly include an obligation of the Association to maintain roadways and drainage facilities in a functional and acceptable condition.

Section 5. **Obligation of the Association.** The Association shall not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except as specified in Section 4 of this Article. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association. Special Assessments shall be submitted for referendum as herein provided. Subject to the provisions of Section 4 immediately above, the functions and services which the Association is authorized to carry out or to provide may be added or reduced at any time upon the affirmative vote of fifty-one (51%) per cent or more of those voting in a Referendum within Type A, B and C Members conducted by the Board of Directors under the same procedures as for a Special Assessment. However, in any referendum for the deletion of a service to Type D Members, such Members shall also be entitled to vote.

Section 6. **Mortgage and Pledge**. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its authorized functions. The Company may make loans to the Association, subject to approval by the Company of the use to which such loan proceeds will be put and by the terms pursuant to which such loans will be repaid. Not withstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the Annual Assessment below that provided as the Maximum Annual Assessment in Article V, Section 3(a), at any time there are outstanding any amounts due the Company as repayment of any loans made by the Company to the Association.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. [**ARB Composition.**] The Architectural Review Board shall be composed of at least three (3) but not more than eleven (11) Members, all of whom shall be appointed by the Board of Directors of the Association. At least one (1) Member of the Association other than the officers, employees or agents of the Company shall be a member of the Architectural Review Board at all times.

Section 2. **Architectural Review and Approval.** No building, wall, fence, swimming pool, or other structure shall be commenced, erected, or maintained upon the Common Properties, Restricted Common Properties, or Purchased Common Properties nor shall any landscaping be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications therefor showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of its external design and location, with the surrounding structures and topography, by the Architectural Review Board. This paragraph shall not apply to any property utilized by a governmental entity or institution.

Section 3. [**Functions and Records.**] In the event the Company exercises its right to assign to the Association the functions pertaining to the approval of plans, location of improvements, etc. set forth in Article II of the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Kiawah Island, the Board of Directors of the Association through the aforesaid Architectural Review Board shall be obligated to exercise such functions and to maintain records of all of its actions.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. **Duration.** The Covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded. Upon the expiration of said twenty-five (25) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial twenty-five (25) year period or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of the Association votes in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute

a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be made of record and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. **Amendments**. The Company specifically reserves the right to Amend this Declaration, or any portion hereof, on its own motion, from the date hereof until January 1, 1979, so long as the voting power of existing Members is not diluted thereby, nor the amounts of assessments of such existing Members raised or changed in any manner which would adversely affect such Members. Thereafter, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be less than sixty (60) days after the date of meeting of the Association at which such amendment was adopted), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of such amendment, and the total number of votes cast against the amendment. Such Addendum shall be made of record.

No amendment to this Declaration shall be made without the consent of the Company until such time as eighty percent (80%), of the cumulative maximum number of lots and dwelling units authorized in Kiawah Island by the Town of Kiawah Island have been sold and conveyed to Type A Members, or until the termination of the Development Agreement between Kiawah Resort Associates, LP in [sic: and] the Town of Kiawah Island entered October 12, 2005, whichever occurs first. (as amended 6-1-2006)

The quorum required for any action authorized to be taken by the Association under this Section 2 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Section 2 the presence at the meeting of the Members or proxies entitled to cast sixty (60%) per cent of the total vote of the Membership shall constitute a quorum; if the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast fifty (50%) per cent of the total vote of the Association.

Section 3. **Enforcement**. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Member or the Company to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 4. **Interpretation**. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions and to construe and interpret its provisions, and its determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 5. **Severability**. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. **Authorized Action**. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 7. **Notices.** Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper first class postage affixed, to the address appearing on the Association's Membership list. Notice to one of two or more co-owners or co-tenants of a Residential Lot, Family Dwelling Unit, Multiple Family Tract, Public and Commercial Site, Public and Commercial Unit, Development Unit Parcel, or Unsubdivided Land shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 8. **Other Agreements.** Notwithstanding anything contained herein to the contrary, all the provisions of these covenants shall be subject to and conform with the provisions of:

(a) The Zoning Ordinance of the County of Charleston, South Carolina, and the rules and regulations promulgated thereunder, as may from time to time hereafter be amended or modified,

(b) The Master Development Plan for the development of Kiawah Island as may from time to time hereafter be amended or modified, and

(c) All conditions imposed on Kiawah Island by the zoning authorities of County Council allowing the development of Kiawah Island as a Planned Development District under such Zoning Ordinance of the County of Charleston, South Carolina, as may from time to time hereafter be amended or modified.

Section 9. **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Company contemplated under this Declaration, the Company shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way reacting to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section 10. **Termination of Association.** In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording this Declaration, all Common Properties, Restricted Common Properties, and Purchased Common Properties belonging to the Association at the time of such adjudication shall revert to the Company, and the Company shall own and operate said Common Properties, Restricted Common Properties and Purchased Common Properties as Trustee for use and benefit of Owners with the Properties as set forth below. If said adjudication shall occur on a date more than ten (10) years after the date of recording of this Declaration, or if the Members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII, Section 1, all Common Properties, Restricted Common Properties, and Purchased Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Court of Common Pleas of Charleston County, South Carolina, which Trustee shall own and operate said Common Properties, Restricted Common Properties and Purchased Common Properties for the use and benefit of Owners within the Properties as set forth below;

(a) Each lot or parcel of land located within the Properties shall be subject to an Annual Assessment which shall be paid by the Owner of each such lot or parcel to the Company or Trustee, whichever becomes the successor in title to the Association. The amount of such Annual Assessment and its due date shall be determined solely by the Company or the Trustee, as the case may be, but the amount of such Annual Assessment on any particular lot or parcel shall not exceed that amount actually assessed against that lot or parcel in the last year that assessments were levied by the Association, subject to the adjustments set forth in subparagraph (b) immediately below.

(b) The rate of the Minimum and Maximum Annual Assessment which may be charged by the Company or Trustee hereunder on any particular lot or parcel may be automatically increased each year by either five (5%) per cent or by the percentage increase between the first month and the last month of the annual assessment period in the Consumer Price Index for All Urban Consumers (1967 = 100) (hereafter C.P.I.) issued by the U.S. Bureau of Labor Statistics whichever of these two percentage figures is larger. The actual amount of such increase in the Maximum Annual Assessment on a lot or parcel shall equal the Maximum Annual Assessment on such lot or parcel for the previous year multiplied by the larger of the two percentage factors set forth above. If the C.P.I. is discontinued, then there shall be used the most similar index published by the United States Government that may be procured indicating changes in the cost of living.

(c) Any past due Annual Assessment together with Delinquent Payment Fees thereon and all costs of collection including reasonable attorney's fees shall be a personal obligation of the Owner at the time the Annual Assessment became past due, and it shall also constitute and become a charge and continuing lien on the lot or parcel of land and all improvements thereon, against which the assessment has been made, in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. (as amended 5-28-1981)

(d) The Company, or the Trustee, as the case may be, shall be required to use the funds collected as Annual Assessments for the operation, maintenance, repair and up-keep of the Common Properties, Restricted Common Properties, and Purchased Common Properties. The Company or Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. Neither the Company nor the Trustee shall have the obligations to provide for operation, maintenance, repair, and up-keep of the Common Properties, Restricted Common Properties, or Purchased Common Properties, once the funds provided by the Annual Assessment have been exhausted.

(e) The Company shall have the right to convey title to the Common Properties, Restricted Common Properties, and Purchased Common Properties and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) The Trustee shall have the power to dispose of the Common Properties, Restricted Common Properties, and Purchased Common Properties free and clear of the limitations imposed hereby; provided, however, that such disposition shall first be approved in writing by fifty-one (51%) per cent or more of the Owners of property within the Properties or in the alternative shall be found to be in the best interest of the Owners of property within the Properties by the Court of Common Pleas of Charleston County South Carolina. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, Restricted Common Properties, or Purchased Common Properties, then for the Payment of any obligations incurred by the Trustee in the operation, maintenance, repair and up-keep of such Properties, then the balance shall be distributed among the Owners of property within the Properties, exclusive of the Trustees, in a proportion equal to the portion that the Maximum Annual Assessment on property owned by a particular Owner bears to the total Maximum Annual Assessments for all property located within the Properties.

The foregoing Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., is recorded in the Office of the Register of Mesne Conveyances for Charleston County, South Carolina, in Book M-114, page 407, and incorporates in the text thereof the amendments made by instruments recorded in Book 0-125, page 163; Book K-139, page 58; Book R-210, page 748; Book W-243, page 258; Book A-284, page 914; Book H-348, page 383; and Book W-444, page 552 of said R.M.C. Office.

Applicability of the foregoing covenants was extended to additional properties on Kiawah Island, including specific lots on Eugenia Avenue and David Street (some David Streets lots are also known by Surfscoter Road addresses,) pursuant to Article II, Section 2 hereof, by instrument recorded in Book Z-124, page 305 (1981) and in Book W243, page 271 (1994) of said R.M.C. Office.

[recorded version contains actual signatures]

IN WITNESS WHEREOF, Kiawah Island Company Limited and Kiawah Island Community Association, Inc. have caused these presents to be executed by its duly authorized officers this 21st day of December, 1977.

KIAWAH ISLAND COMPANY LIMITED

By: Frank Brumley
As Its Vice President & General Manager

ATTEST: Lovick P. Sedduth
As Its Vice President – Development

Signed, sealed and delivered in the Presence of:

Thomas G. Buist
Jo Ann Towe

KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.

By: Frank W. Brumley
As Its President

ATTEST: Lovick P. Sedduth
As Its Vice President

Signed, sealed and delivered in the presence of:

Thomas G. Buist
Jo Ann Towe

[recorded version contains actual signatures]

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Personally appeared before me Jo Ann Towe, who, on oath, says that she saw the within named Kiawah Island Company Limited by Frank W. Brumley, its Senior Vice President and General Manager sign the within covenants, and Lovick P. Suddath, its Vice President, attest the same, and the said Corporation, by said officers, seal said covenants, and, as its act and deed, deliver the same, and that she with Thomas G. Buist witnessed the execution thereof.

/s/ Jo Ann Towe

Sworn to before me this 21st day
of December, 1977.

/s/ Thomas G. Buist
Notary Public of South Carolina
My commission expires: 11-25-79

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Personally appeared before me Jo Ann Towe, who, on oath, says that she saw the within named Kiawah Island Community Association, Inc., by Frank W. Brumley, its President sign the within covenants, and Lovick P. Suddath, its Vice President, attest the same, and the said Corporation, by said officers, seal said covenants, and, as its act and deed, deliver the same, and that she with Thomas G. Buist witnessed the execution thereof.

/s/ Jo Ann Towe

Sworn to before me this 21st day
of December, 1977.

/s/ Thomas G. Buist
Notary Public of South Carolina
My commission expires: 11-25-79

Exhibit A

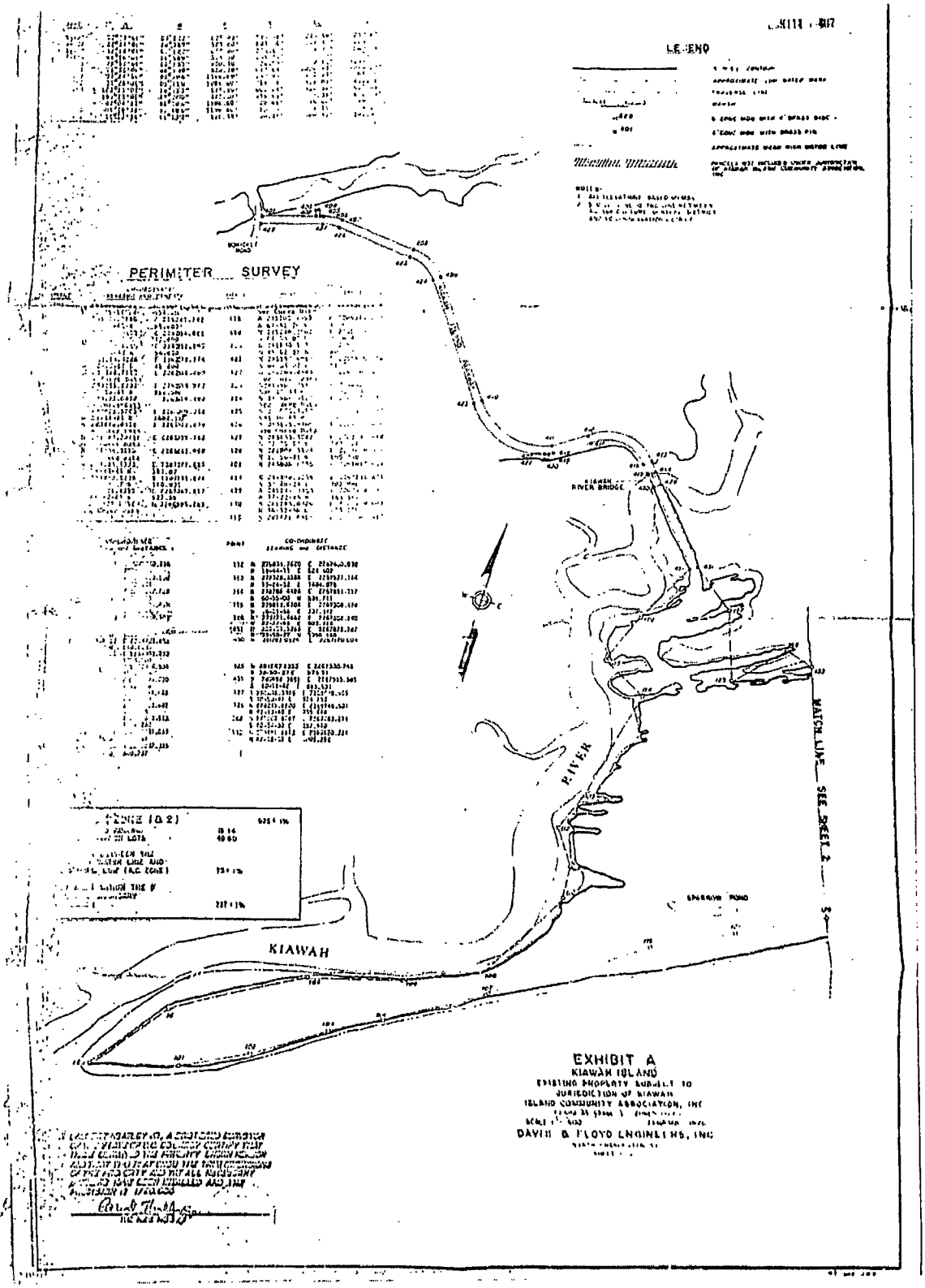
LEGEND
PERIMITER SURVEY
KIAWAH RIVER BRIDGE
RIVER
MATCH LINE SEE SHEET 2
KIAWAH
EXHIBIT A
KIAWAH ISLAND
EXISTING PROPERTY SUBJECT TO
JURISDICTION OF KIAWAH
ISLAND COMMUNITY ASSOCIATION, INC
DAVID B. FLOYD ENGINEERS, INC

Exhibit B

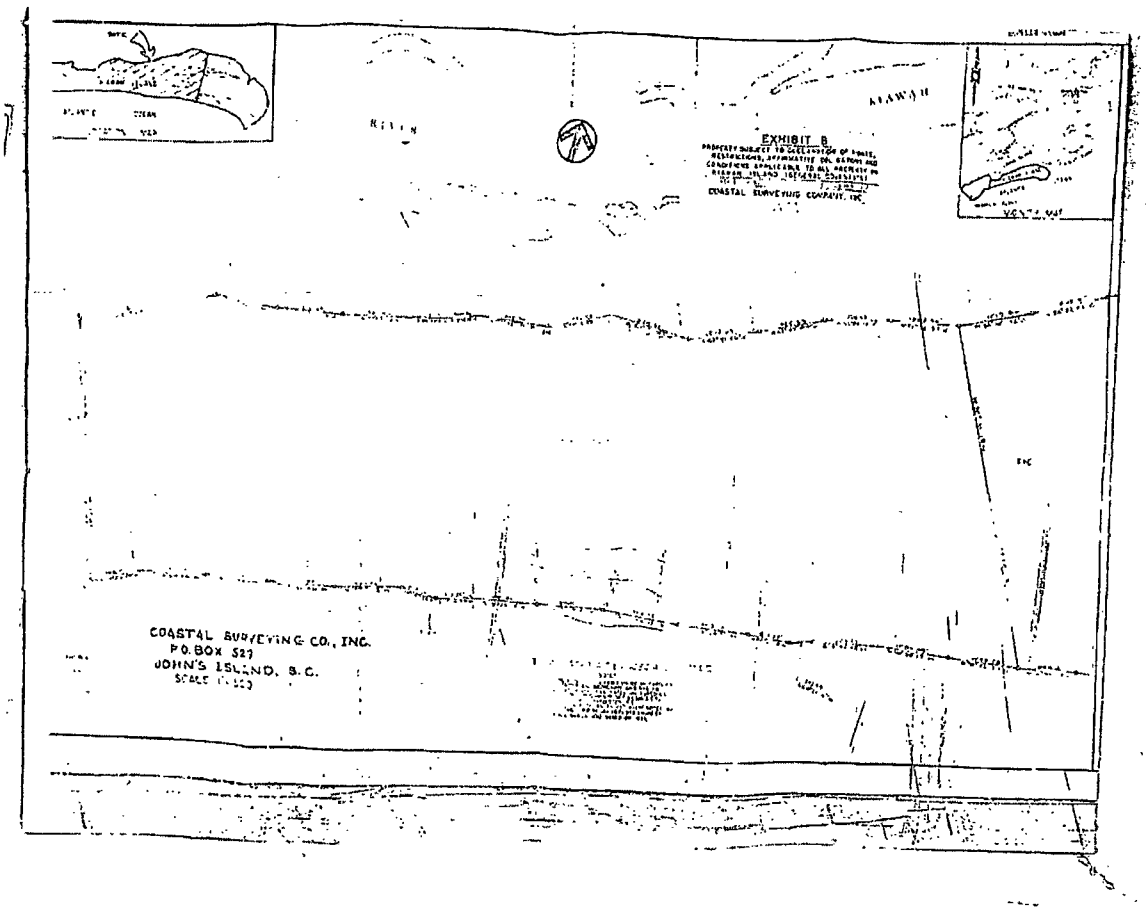
EXHIBIT B
COASTAL SURVEYING CO., INC.
P.O. BOX 527
JOHN'S ISLAND, S.C.

EXH. 16.7

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT FOR CONVEYANCE
OF
PROPERTIES ON KIAWAH ISLAND, S.C.

WHEREAS, Kiawah Resort Associates, L.P., a Delaware limited partnership, (hereinafter sometimes referred to as "KRA, L.P."), and the Town of Kiawah Island, a municipal corporation organized and existing under the laws of the State of South Carolina (hereinafter sometimes referred to as the "Town"), entered into that certain Development Agreement regarding aspects of the overall development of Kiawah Island, S.C., which is dated the 26th day of September, 1994 (the "Development Agreement"); and

WHEREAS, under the terms of the Development Agreement, KRA, L.P. has agreed to convey to the Kiawah Island Community Association, Inc., (the "KICA") certain properties located on Kiawah Island, S.C. prior to certain dates more particularly set forth in the Development Agreement, the terms and provisions of which are incorporated herein by reference;

WHEREAS, KRA, L.P. has agreed to enter into the within Agreement for Conveyance of Properties on Kiawah Island, S.C. (the "Agreement") to evidence its agreement to the conveyance of such properties in accordance with the terms and provisions of the Development Agreement,

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for/and in consideration of the sum of Five and No/100 ($5.00) Dollars to it in hand paid by the KIAWAH ISLAND COMMUNITY ASSOCIATION, INC., and in further consideration of the execution by the Town of Kiawah Island of the Development Agreement, KIAWAH RESORT ASSOCIATES, L.P. agrees to convey, and the KICA agrees to accept, by Quit-Claim deed (unless otherwise provided,) the following described real estate upon the terms and conditions set forth below:

Parcel 1
Rhett's Bluff Boat Landing
{Paragraph 15.(a)(i)}

All that certain piece, parcel or lot of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, known generally as the "Rhett's Bluff Boat Landing" containing 6.430 Acres, more or less, and shown and designated as "6.430 ACRES" on a plat by Southeastern Surveying, Inc., entitled "A PLAT OF A 6.430 ACRE TRACT OF LAND LOCATED IN RHETT'S BLUFF SUBDIVISION OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated June 22, 1994, and recorded in Plat Book _____, page _____, in the R.M.C. Office for Charleston County, South Carolina, said parcel having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear,

TMS Number: 209-11-00-040

Parcel 1 shall be conveyed to the KICA no later than March 1, 1995, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, including developed parking areas, an entry road and gate, a pavilion, two L-shaped piers (for, respectively, tying up of boats and fishing and crabbing purposes, the former dock having a smaller pavilion for viewing), a boat ramp, lighting and electrical service, bollards, signage and any other improvements existing thereon at the time of such conveyance, all as more particularly set forth in Paragraph 15 (a)(i) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-1 attached hereto and incorporated herein by reference.

Parcels 2a and 2b
Beach Parking Areas
{Paragraph 15.(a)(ii)}

Parcel 2a

50 Space Parking Area at Ocean Course Drive

(Description to Follow)

(Note: Description to include enough land for KICA to build a small restroom facility at KICA's sole expense)

Parcel 2a shall be conveyed to the KICA no later than March 1, 1995, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, all as more particularly set forth in Paragraph _____ of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, reverters, and reservations as are set forth in Schedule P-2a attached hereto and incorporated herein by reference.

KRA, L.P. further agrees, prior to the conveyance of said Parcel 2a to the KICA, to make improvements, at its sole expense, to a 50 space parking area within Parcel 2a, with coquina shell or better. Such obligation is more particularly set forth in Paragraph _____ of the Development Agreement.

Parcel 2b

Western 1/2 of David Street next to Property Owners' Pool Tract

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, State of South Carolina, containing .687 acres, more or less, known generally as the "Western Half of David Street", and shown and designated as "0.687 AC." on a plat by Southeastern Surveying, Inc., entitled "A SUBDIVISION PLAT OF LOTS 1A & 1B TRACT 13 BLOCK 7 SUBD. 411 SURFSCOTER LN., LOTS 1A & 1B BLOCK A EUGENIA AVE. AND A PORTION OF DAVID ST. CONTAINING 2.014 ACRES OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated February 22, 1994, last revised on June 2, 1994, and recorded in Plat Book EA at page 67, in the R.M.C. Office for Charleston County, South Carolina, said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

Parcel 2b shall be conveyed to the KICA no later than March 1, 1995, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, all as more particularly set forth in Paragraph 15.(a)(ii) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-2b attached hereto and incorporated herein by reference.

Parcel 2c

Tract for Proposed Extension of Members' Pool Parcel

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, located seaward of the KICA Members' Pool Parcel, lying within the southerly extensions of the two side lot lines of the property shown as the "Residents' Beach Club Parcel" on a plat by Gifford, Nielson & Williams entitled *"A PLAT OF: RESIDENTS' BEACH CLUB PARCEL OWNED BY KIAWAH ISLAND COMPANY, LIMITED LOCATED ON KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA"*, dated January 16, 1985, having latest revision dated February 4, 1985, and recorded in Plat Book BD at page 101, in the R.M.C. Office, and extending from the southernmost boundary line of said tract to the mean high water mark of the Atlantic Ocean, as the same may vary from time to time.

Parcel 2c shall be conveyed to the KICA no later than March 1, 1995, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, all as more particularly set forth in Paragraph 15.(a)(ii) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-2c attached hereto and incorporated herein by reference.

Parcel 2d

Parking Area Seaward of the Ocean Course Clubhouse

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, State of South Carolina, located at the eastern end of Kiawah Island, south of the Ocean Course Clubhouse, and shown and designated as "KIAWAH RESORT ASSOCIATES EASEMENT AREA" on a plat by Southeastern Surveying, Inc., entitled *"A PLAT OF A 30' ACCESS EASEMENT CROSSING THE LANDS OF KIAWAH RESORT ASSOCIATES AND LANDMARK LAND COMPANY OF CAROLINA, INC. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA"*, dated April 17, 1991, SAVING AND EXCEPTING THEREFROM, that portion of the aforesaid Easement Area lying between the S.C.C.C. (n/k/a OCRM) Interim Baseline and the "revised" southernmost boundary line of the Ocean Course Tract, as shown on a plat by Southeastern Surveying, Inc., entitled *"A COMBINATION PLAT OF A 22.075 ACRE TRACT AND A 1.784 ACRE TRACT OWNED BY KIAWAH RESORT ASSOCIATES ABOUT TO BE CONVEYED TO LANDMARK LAND COMPANY OF CAROLINA, INC. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA"*, dated August 20, 1991, copies of which said plats are attached hereto as Schedule P-2d-("A") and incorporated herein by reference.

TOGETHER WITH a non-exclusive, perpetual, permanent, assignable, transmissible and commercial easement for pedestrian and vehicular access, ingress and egress, to and from the southernmost terminus of Ocean Course Drive to the southernmost property line of the Ocean Course Tract, and shown and designated as "30' ACCESS EASEMENT" on a plat by Southeastern Surveying, Inc., entitled *"A PLAT OF A 30' ACCESS EASEMENT CROSSING THE LANDS OF KIAWAH RESORT ASSOCIATES AND LANDMARK LAND COMPANY OF CAROLINA, INC. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA"*, dated April 17, 1991, and designated as "30' ACCESS EASEMENT" lying between the S.C.C.C. (n/k/a OCRM) Interim Baseline and the "revised" southernmost boundary line of the Ocean Course Tract, as shown on a plat by Southeastern Surveying, Inc., entitled *"A COMBINATION PLAT OF A 22.075 ACRE TRACT AND A 1.784 ACRE TRACT OWNED BY KIAWAH RESORT ASSOCIATES ABOUT TO BE CONVEYED TO LANDMARK LAND COMPANY OF CAROLINA, INC. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA"*, dated August 20, 1991, copies of which said plats are attached hereto as Schedule P-2d-("A") and incorporated herein by reference.

Parcel 2d shall be conveyed to the KICA no later than January 1, 2000, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, all as more particularly set forth in Paragraph 15.(a)(ii) of the Development Agreement. Such conveyance shall be made by (a) Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, for that portion of the parcel lying seaward of the southernmost boundary line of the Ocean Course tract, which said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-2d attached hereto and incorporated herein by reference; and (ii) Assignment of Non-Exclusive Easement as to that portion of the parcel running generally in a southerly direction from the southernmost terminus of Ocean Course Drive, to the southernmost boundary line of the Ocean Course tract. Said Assignment of Non-Exclusive Easement shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-2d attached hereto and incorporated herein by reference.

KRA, L.P. further agrees, prior to the conveyance of said Parcel 2d to the KICA, to make improvements, at its sole expense, to a 30 space parking area within the southernmost portion of Parcel 2d, generally seaward of the Ocean Course Clubhouse, with coquina shell or better and any landscaping it deems tasteful and appropriate. Such obligation is more particularly set forth in Paragraph 15(ii) of the Development Agreement.

Parcel 3
Fishing and Crabbing Pier/Observation Tower
{Paragraph 15.(a)(iii)}

Parcel 3 consists of one or more small tracts of land (the exact size, location, shape, and boundaries, to be in KRA, L.P.'s discretion), whereupon at least one Observation Tower and one fishing/crabbing pier are to be constructed by KRA, L.P., its successors and assigns, at no cost to the KICA, its successors and assigns, all to be located at a point or points along Blue Heron Pond which is located south/southwest of Terrapin Island, and is shown on a plat by Davis & Floyd, Inc., surveyors, entitled "PLAT SHOWING EAST END KIAWAH ISLAND PROPERTY OF KIAWAH ISLAND COMPANY, LIMITED LOCATED CHARLESTON COUNTY, S.C." dated May 5, 1988, and recorded in Plat Book BS, pages 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 in the R.M.C. Office, and being a portion of the property included in the records of the Charleston County, S.C. Assessor's Office as Tax Map Number 207-00-00-015.

Parcel 3, as ultimately composed and located by KRA, L.P., in its discretion, shall be conveyed to the KICA no later than January 1, 2000, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, as set forth in Paragraph 15.(a)(iii) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-3 attached hereto and incorporated herein by reference.

Parcel 4
New Blue Heron Park
{Paragraph 15.(a)(iv)}

Parcel 4 consists of at least two (2) acres of highland adjacent to the fishing/crabbing pier and Observation Tower described above as "Parcel 3", located along Blue Heron Pond which is located south/southwest of Terrapin Island, and is shown on a plat by Davis & Floyd, Inc., surveyors, entitled "PLAT SHOWING EAST END KIAWAH ISLAND PROPERTY OF KIAWAH ISLAND COMPANY, LIMITED LOCATED CHARLESTON COUNTY, S.C." dated May 5, 1988, and recorded in Plat Book BS, pages 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 in the R.M.C. Office, and being a portion of the property included in the records of the Charleston County, S.C. Assessor's Office as Tax Map Number 207-00-00-015, to be provided, planned and developed by KRA, L.P., its successors and assigns, at its sole expense, as a passive park, TOGETHER with a non-exclusive easement for access, ingress and egress to and from said areas and roads owned by the KICA.

Parcel 4 shall be conveyed by KRA, L.P. to the KICA simultaneously with the conveyance to the KICA of such other Common Properties serving the approved and platted lots surrounding Blue Heron Pond, all as more particularly set forth in Paragraph 15.(a)(iv) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-4 attached hereto and incorporated herein by reference.

KRA, L.P. further agrees to provide three to four parking spaces and improve the same, at its sole expense, with coquina shell or better, prior to such conveyance.

Parcel 5
Existing Park Facilities
{Paragraph 15.(a)(vi)}

Glossy Ibis Mini-Park

All that certain, piece, parcel and tract of land situate, lying and being in the Town of Kiawah Island, Charleston County, South Carolina, known generally as the "Glossy Ibis Mini-Park," and shown and designated as "**Residual 1.091 Ac.**" on a plat by Southeastern Surveying, Inc. entitled "*A Final Plat of Lots 700 - 713 and 749 - 768 Glossy Ibis Tract 48 Phase 1 Egret/Pintail Subdivision (428) owned by Kiawah Resort Associates, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA*" dated September 1, 1992, bearing latest revision date of September 24, 1992, and recorded in Plat Book CK at page 21, in the office of the Register of Mesne Conveyances for Charleston County, S.C., (hereinafter the "R.M.C. Office"), said lot having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

Canvasback Pond Minipark

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, located at the intersection of Flyway Drive and Governor's Drive, containing _____ Acres, more or less, and shown and designated as "_____" on a plat by Southeastern Surveying, Inc., entitled "_____" dated _____, 1994, a copy of which said plat is attached hereto as Exhibit P-5 ("A"), and incorporated herein by reference, said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

Master Leisure Trail System

All those certain pieces, parcels or tracts of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, which are utilized by property owners on Kiawah Island, S.C., and maintained by the KICA as part of the "Master Leisure Trail System" on Kiawah Island, S.C., but which, at the time of execution of the Development Agreement, have not been leased, assigned, or otherwise conveyed to the KICA.

Internal Crabbing/View Stands

All those certain pieces, parcels or strips of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, which are utilized by property owners on Kiawah Island, S.C., and maintained by the KICA as community crabbing piers and/or view stands.

Willet Pond Minipark

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, known generally as the "Willet Pond Minipark," and shown and designated as ***"RESIDUAL 0.373 AC."*** on a plat by Southeastern Surveying, Inc. entitled "A FINAL PLAT OF OTTER ISLAND SUBDIVISION (430) TRACT 57, BLOCK 2, LOTS 15 THRU 54 AND COUGAR ISLAND SUBDIVISION (431) TRACT 58, BLOCK 1, LOTS 100 THRU 110 OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA", dated June 27, 1991, having latest revision dated August 12, 1991, and recorded in Plat Book CE at page 35, in the office of the Register of Mesne Conveyances for Charleston County, S.C., said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

The several areas comprising Parcel 5 shall be conveyed by KRA, L.P. to the KICA no later than January 1, 1996, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, as more particularly set forth in Paragraph 15.(a)(vi) of the Development Agreement.

The conveyance of the Glossy Ibis Mini-Park, Canvasback Pond Minipark, and Willet Pond Minipark shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-5 attached hereto and incorporated herein by reference.

Portions of the Master Leisure Trail System and any Internal Crabbing/View Stands that are currently being maintained by the KICA that (i) were not included in the 99 year lease from Kiawah Resort Associates to the KICA; or (ii) have not been heretofore included in a conveyance to the KICA, will be conveyed by amendment to the 99 year lease by and between KRA, L.P. and the KICA, which said Amendment to Lease shall be completed and a memorandum thereof recorded no later than January 1, 1995.

In future subdivisions, where roads or other improvements or areas are to be conveyed to KICA and become "Common Property" (within the meaning of the recorded Kiawah covenants), as the final plat of such subdivisions are recorded and the roads therein are completed and conveyed by KRA, L.P. to the KICA, such leisure trails and/or Internal Crabbing/View Stands or other future Common Property shall also be conveyed to the KICA, by, in KRA, L.P.'s discretion, either: (i) Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and subject to all applicable covenants, conditions, rights, easements, restrictions, and reservations of record; or (ii) Assignment of a non-exclusive easement if such areas either cannot be accurately described to convey title or if title is held by a third party and KRA, L.P. is vested with a non-exclusive easement, or (iii) by amendment of the KICA 99 year lease.

Parcel 6
Sora Rail Tract
{Paragraph 15.(a)(vii)}

All that certain piece, parcel or tract of land situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, located at the Kiawah Island "Utility Tract", containing 1.00 acre, more or less, west of property of Kiawah Island Utility, Inc.; north of the Cable Television Building; and east of an unnamed 50' road right-of-way, and shown on a plat by Southeastern Surveying, Inc., entitled "AN EXHIBIT OF A 1.000 ACRE TRACT OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA", dated July 14, 1994, a copy of which said plat is attached hereto as Exhibit P-6 ("A"), and incorporated herein by reference, said tract having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

TOGETHER WITH a non-exclusive, perpetual, permanent, assignable, transmissible and commercial easement for pedestrian and vehicular access, ingress and egress, to and from the southern right-of-way line of the Kiawah Island Parkway, to the above-described property, over, upon and across (i) Sora Rail Road, as shown on a plat by Coastal Surveying, Inc., recorded in Plat Book AM at page 96, in the R.M.C. Office; and (ii) an unnamed 50' Right-of-Way leading from Sora Rail Road to the above-described property, as shown on a plat by Davis & Floyd, Inc., entitled "Plat Showing Telephone Office Building Property of Kiawah Resort Associates Located in Utility tract Town of Kiawah Island Charleston County, SC" dated February 6, 1989, and recorded in Plat Book BU at pages 160 and 161, in the R.M.C. Office.

Parcel 6 shall be conveyed by KRA, L.P. to the KICA no later than January 1, 1996, together with all improvements existing thereon at the time of this Agreement, plus any additional improvements which may be added between the time of this Agreement and the time of such conveyance, as more particularly set forth in Paragraph 15.(a)(vii) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-6 attached hereto and incorporated herein by reference. This conveyance shall be subject to the restriction that use of the tract be limited to those uses associated with the maintenance of Kiawah Island "Common Properties."

Parcel 7
Approximately 4,000-5,000 acres of lowlands and marshlands as set forth in Paragraph 16.(a) of the Development Agreement

For purposes of this description, the term "Kiawah Island" shall and does hereby include its adjacent islands within the marshes bordered by Stono Inlet, the Kiawah River, Captain Sam's Inlet and the Atlantic Ocean, which islands include but are not limited to "Cougar Island", "Eagle Point", "Bear Island", "Three Loons Island", "Captain Maynard's Island", "Cormorant Island", "Otter Island", "Terrapin Island", and "Willet Island".

All those certain pieces, parcels and tracts of lowland and marshlands as lie below mean high water (as the same may vary from time to time), surrounding Kiawah Island, S.C., (illustrated generally on Exhibit 16.1 to the Development Agreement which is incorporated herein by reference,) and which lie generally outside an area located approximately three hundred (300) feet away from Kiawah Island proper, and which extend to the mean low water marks of the Kiawah River, Stono River, the Atlantic Ocean, the westernmost part of Captain Sams Inlet, and other navigable waters of the United States, if any, on which said lowlands and marshlands border, together with beds of navigable and non-navigable creeks or streams where the same surround the aforesaid lowlands and marshlands.

Where the perimeter highland property of Kiawah Island is shown on subdivision plats of record in the R.M.C. Office, such lowland and marshland area described above shall commence at a point in the lowlands and marshlands three hundred (300') feet away from or seaward of the perimeter boundary line(s) of such tracts of highland on Kiawah Island as shown on such subdivision plats of record in the R.M.C. Office.

TOGETHER WITH any highlands, hummocks and any small islands bordered in whole or in part by the aforesaid marshland and lowland property, as lie beyond said 300' mark surrounding Kiawah Island.

SAVING AND EXCEPTING THEREFROM, however, any highlands or hummocks adjacent to and/or near Kiawah Island, and any small islands bordered in whole or in part by the aforesaid marshland and lowland property conveyed to third parties by instruments recorded in the R.M.C. Office prior to January 1, 2008.

It is the intention of KRA, L.P. to convey to the KICA only a portion of the lowlands and marshlands surrounding Kiawah Island, and certain undevelopable and isolated highlands and hummocks and small islands where the same have not been conveyed to third parties by instruments of record in the R.M.C. Office prior to January 1, 2008, subject to such permanent restrictions and limitations on use as set forth in the "form" deed attached hereto as Schedule P-7(a)(i), and incorporated herein by reference.

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Parcel 7 shall be conveyed by KRA, L.P. to the KICA no later than January 1, 2008, as more particularly set forth in Paragraph 16 (a) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-7 attached hereto and incorporated herein by reference.

Parcel 8

Approximately 10 Miles of Beachfront Property
pursuant to Paragraph 16(b) of the Development Agreement

All that certain piece, parcel or strip of land, situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, approximately ten (10) miles in length, the westernmost boundary of which being an imaginary line having as its northern terminus, a point marked by a concrete monument having State Plane Coordinates N275,327.0025/ E2,267,801.5097 located at the southwesternmost corner of a 2.067 acre tract of land located at the terminus of Beachwalker Road on Kiawah Island, known generally as the "Employee Facility Tract" and as shown on a plat by Williams & Associates dated March 20, 1981, and recorded in Plat Book AS at page 85, in the R.M.C. Office for Charleston County, S.C. (the "R.M.C. Office"); thence running with said imaginary line from said point in a southerly direction S04°55'16"E to the mean high water mark of the Atlantic Ocean; said strip of land thence extending eastwardly to an imaginary line extending due south from a point marked by a concrete monument numbered 27722 shown on Page 3 of 3 of a plat of the "Links Course Tract" by Davis & Floyd, Inc., dated February 6, 1989, and recorded in Plat Book BV at page 38, in the R.M.C. Office to the mean high water mark of the Atlantic Ocean; said strip of land varies in width, but is generally between 200' and 300' wide, and extends from the seaward boundary lines of most beachfront residential, resort and commercial properties on Kiawah Island, as shown on plats of record in the R.M.C. Office, to the mean high water mark of the Atlantic Ocean.

SAVING AND EXCEPTING THEREFROM, however, so much of the above-described beachfront property having been previously conveyed by KRA, L.P. or its predecessors in title to third parties by instruments recorded in the R.M.C. Office prior to the execution hereof.

Parcel 8 shall be conveyed by KRA, L.P. to the KICA no later than January 1, 1996, as more particularly set forth in Paragraph 16(b) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-8 attached hereto and incorporated herein by reference.

Parcel 9

Bear Island, a/k/a Little Bear Island, subject to rights of KRA, L.P.,
its successors and assigns, to replace any holes of The Ocean Course,
See paragraph 16(d) of the Development Agreement

All that certain piece, parcel or tract of land, being the far eastern end of Kiawah Island, Charleston County, South Carolina, known generally as "Bear Island" or "Little Bear Island," and shown and designated on a sketch attached hereto as Schedule P-9-("A"), which said sketch is incorporated herein by reference.

Parcel 9 shall be conveyed by KRA, L.P. to the KICA no later than January 1, 2016, as more particularly set forth in Paragraph 16(d) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-9 attached hereto and incorporated herein by reference.

In addition to the above, that portion of Parcel 9 as is designated "area available for golf replacement" (the "Golf Replacement Area") on Schedule P-9-("A") hereto, is made subject to the following terms and conditions:

> Should a portion of The Ocean Course, which is located to the southwest of Bear Island, become damaged, in whole or in part, by any future storm, natural disaster, natural change in either the channel or oceanfront or dunes, or by any other causes and there is no property available on such damaged Ocean Course site for the replacement of such holes, then, in such event, KRA, L.P., its successors or assigns, may, in its or their sole discretion, convey to the then owner of The Ocean Course property, so much of the Golf Replacement Area as may be necessary to re-construct such golf areas of The Ocean Course as may be so damaged by such causes listed above. Should the property on Bear Island as is needed for such purposes be then titled in KICA or its successors or assigns, then such then owner, by acceptance of the deed to the Bear Island property, agrees to forthwith convey to the then owner of The Ocean Course, such lands as are so designated by KRA, L.P., its successors or assigns. The full sale consideration (other than $1.00) shall be paid solely to KRA, L.P., its successors or assigns. It is understood and agreed that such damage from such causes may occur more than once and from time to time and this condition and conveyance requirement shall continue.

The parties agree that there are approximately 207 acres of highland located within the Bear Island parcel. Once the exact amount of highland acreage within the Bear Island parcel is determined (which such determination shall be made by KRA, L.P. at its sole expense), KRA, L.P. shall have the limited right to subdivide up to twenty (20%) percent of such highland acreage for the construction of up to eighteen (18) small cottage sites, and may convey the same as with other Kiawah Island lots, to third party purchasers. Such 20% area shall be located within the southern half of the Bear Island parcel, as delineated on Schedule P-9-("A") hereto (the aforesaid 20% of the highland acreage within the Bear Island parcel as set forth above is hereinafter referred to as the "Cottage Area"). In addition, KRA, L.P., may construct limited active recreational facilities within the Cottage Area, including, but not limited to tennis facilities, par 3 golf holes, etc. KRA, L.P. and KICA further agree that access to the Cottage Area shall be by means of private roads which will be constructed and maintained by KRA, L.P., and/or an association created by KRA, L.P., its successors and assigns, and KRA, L.P. shall have the right, in its sole discretion, to maintain title to such private access road and/or convey it to a homeowners association.

Prior to the commencement of such construction and improvement of any portion of Bear Island, KRA, L.P. shall submit to the Town of Kiawah Island for approval, a master plan for Bear Island, all in accordance with Paragraph 16(d) of the Development Agreement.

Except as provided above, Bear Island shall remain permanently in its natural state as a habitat for animals and birds; provided, however, that nothing contained herein shall prohibit KRA, L.P., and/or Kiawah property owners and their invitees (under the auspices of and/or regulations and supervision of the KICA), from entering onto such natural areas of Bear Island for camping, nature viewing, wildlife expeditions, and other similar activities. (Access may have to be by boat)

Parcel 10

Conveyance of Captain Sam's Spit pursuant to
Paragraph 16.(h) of the Development Agreement

All that certain piece, parcel or tract of land being the westernmost portion of Kiawah Island, Charleston County, S.C., lying generally south of Beachwalker Park and southwest of the "Employee Facility Tract", more particularly delineated on a plat by Southeastern Surveying, Inc., entitled *"AN EXHIBIT OF CAPTAIN SAM'S SPIT AND BEACHWALKER PARK OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA"*, dated July 14, 1994, attached hereto as Exhibit "A" and incorporated herein by reference; said tract being bounded on the north by the Kiawah River, a small tract of land west of Beachwalker Park, and Beachwalker Park; on the east by property of Grantor; on the South and Southeast by the Atlantic Ocean and on the west by the Kiawah River and Captain Sam's Inlet.

Parcel 10 shall be conveyed by KRA, L.P. to the KICA no later than January 1, 2008, as more particularly set forth in Paragraph 16(h) of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-10 attached hereto and incorporated herein by reference. Such conveyance shall be made subject to specific reservations by KRA, L.P., for itself and its successors and assigns, of a non-exclusive easement for pedestrian and vehicular access, ingress and egress, and all recreational uses, including boat landing or dock uses.

KRA, L.P. reserves the right, in its sole discretion, to convey the eastern half of Parcel 10, more fully depicted on Schedule P-10(a) hereof, to Charleston County and/or the Charleston County Parks and Recreation Commission, at any time prior to January 1, 2008, pursuant to Paragraph 16.(h) of the Development Agreement. However, such conveyance shall contain a restriction that the property shall be used only for active and/or passive open space, nature study, beach recreation or parks.

Parcel 11
Cougar Island Park
{Paragraph _____}

Parcel 11 consists of no more than two (2) acres of highland located on Cougar Island at a site to be selected by KRA, L.P., its successors and assigns, which is north of The Ocean Course, and is shown on a plat by Davis & Floyd, Inc., surveyors, entitled "PLAT SHOWING EAST END KIAWAH ISLAND PROPERTY OF KIAWAH ISLAND COMPANY, LIMITED LOCATED CHARLESTON COUNTY, S.C." dated May 5, 1988, and recorded in Plat Book BS, pages 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, and 53 in the R.M.C. Office, and being a portion of the property included in the records of the Charleston County, S.C. Assessor's Office as Tax Map Number 207-00-00-015, to be provided, planned and developed by KRA, L.P., its successors and assigns, at its sole expense, as a passive park, TOGETHER with a non-exclusive easement for access, ingress and egress to and from said areas and roads owned by the KICA.

Parcel 11 shall be conveyed by KRA, L.P. to the KICA no later than March 1, 1995, together with all improvements existing thereon at the time of such conveyance, all as more particularly set forth in Paragraph _____ of the Development Agreement. Such conveyance shall be made by Quit-Claim deed, for a nominal consideration not to exceed One and No/100 ($1.00) Dollar, and said deed shall be in substantially the same form and content, and subject only to the covenants, conditions, rights, easements, restrictions, and reservations as are set forth in Schedule P-11 attached hereto and incorporated herein by reference.

KRA, L.P. further agrees to provide five parking spaces and improve the same, at its sole expense, with coquina shell or better, prior to such conveyance.

THE ABOVE-DESCRIBED PARCELS ARE HEREINAFTER SOMETIMES COLLECTIVELY REFERRED TO AS THE "PROPERTIES"

MORTGAGE LIEN

The Properties shall be conveyed by KRA, L.P. to the KICA either (i) free and clear of any mortgage liens or (ii) the lien of such mortgages shall be subordinated to the conveyances contemplated hereby.

COMMON PROPERTIES

The Properties described herein shall be conveyed to the KICA by quit-claim deeds, subject to the covenants, conditions, rights, easements, restrictions, provisions, and reservations set forth herein; and subject further to the condition and restriction that the Properties shall be maintained and utilized as Common Properties as defined in the Declaration of Covenants and Restrictions of The Kiawah Island Community Association, Inc. recorded in Book M114, page 407 in the R.M.C. Office, as amended, and shall be made subject to such rights and restrictions as are applicable to Common Properties as set forth in said Declaration.

ROLLBACK TAXES

KRA, L.P. hereby represents to the KICA that it has no knowledge of any pending Roll-Back taxes assessed against the Property and agrees that in the event Roll-Back taxes are assessed against the Property, KRA, L.P. shall assume liability for their payment, and does hereby indemnify the KICA from and against payment thereof.

SURVIVAL

KICA and KRA, L.P. acknowledge and agree that the obligations set forth herein shall survive to the extent called for in paragraph 34(j) of the Development Agreement.

APPLICABLE LAW

This Agreement shall governed by the laws of the State of South Carolina.

NOTICES

Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given in such manner and to such addresses as are set forth in Paragraph 34.(h) of the Development Agreement.

SUCCESSORS AND ASSIGNS

The covenants and agreements in the within Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, their successors and assigns, their respective successors in interest, their heirs, personal representatives and assigns.

ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties hereto and neither this Agreement nor any provision thereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this 26th day of September, in the year of our Lord One Thousand Nine Hundred and Ninety-Four, in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP. SEAL)
Its: General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: _____
Betty R. Crow
Its: Secretary

IN WITNESS WHEREOF, the Kiawah Island Community Association, Inc. has caused these presents to be executed in its name by its officer(s) thereunto duly authorized, and its seal to be hereunto affixed, this ____ day of September, in the year of our Lord One Thousand Nine Hundred and Ninety-Four, in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Anne Watson

KIAWAH ISLAND COMMUNITY
ASSOCIATION, INC. (SEAL)

By: _____

Its: President

By: _____

Its: Secretary

BUIST/BN/KRALP/DEVELOPM.CON

September 14, 1994

Schedule P-8
Parcel 8

Approximately 10 Miles of Beachfront Property
pursuant to Paragraph 16(b) of the Development Agreement
(TO BE SIGNED ON OR BEFORE JANUARY 1, 1996)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., all of its right, title and interest, of, in and to the following described property, to-wit:

All that certain piece, parcel or strip of land, situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, approximately ten (10) miles in length, the westernmost boundary of which being an imaginary line having as its northern terminus, a point marked by a concrete monument having State Plane Coordinates N275,327.0025/ E2,267,801.5097 located at the southwesternmost corner of a 2.067 acre tract of land located at the terminus of Beachwalker Road on Kiawah Island, known generally as the "Employee Facility Tract" and as shown on a plat by Williams & Associates dated March 20, 1981, and recorded in Plat Book AS at page 85, in the R.M.C. Office for Charleston County, S.C. (the "R.M.C. Office"); thence running with said imaginary line from said point in a southerly direction S04°55'16"E to the mean high water mark of the Atlantic Ocean; said strip of land thence extending eastwardly to an imaginary line extending due south from a point marked by a concrete monument numbered 27722 shown on Page 3 of 3 of a plat of the "Links Course Tract" by Davis & Floyd, Inc., dated February 6, 1989, and recorded in Plat Book BV at page 38, in the R.M.C. Office to the mean high water mark of the Atlantic Ocean; said strip of land varies in width, but is generally between 200' and 300' wide, and extends from the seaward boundary lines of most beachfront residential, resort and commercial properties on Kiawah Island, as shown on plats of record in the R.M.C. Office, to the mean high water mark of the Atlantic Ocean.

SAVING AND EXCEPTING THEREFROM, however, so much of the above-described beachfront property having been previously conveyed to third parties by instruments recorded in the R.M.C. Office prior to the execution and recordation hereof.

(The above-described property is hereinafter referred to as the "Property")

TMS Number:

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record as of September 16, 1994, the date of the Development Agreement executed by and between Kiawah Resort Associates, L.P., and the Town of Kiawah Island, and all applicable governmental and zoning ordinances and regulations.

This conveyance is made subject further to the covenant, condition and restriction that the Property shall be maintained and utilized as a Common Property as defined in the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., recorded in Book M114, page 407 in the R.M.C. Office, as amended, (the "KICA Covenants") and shall be made subject to such rights and restrictions as are applicable to Common Properties as set forth in said KICA Covenants.

Notwithstanding any other provision hereof, there is hereby reserved unto the Grantor, for itself and its invitees, successors, subsidiaries, successors in title and assigns, a non-exclusive, perpetual, permanent, assignable, transmissible, and commercial right and easement for ingress and egress, for the construction and maintenance of permitted walkways, boardwalks, and gazebos, and to use the Property for other lawful purposes.

Further reserving unto the Grantor, for itself, its invitees, successors, subsidiaries, successors-in-title and assigns, a non-exclusive, perpetual, permanent, assignable, transmissible, and commercial right and easement for access, ingress and egress for the installation and maintenance of utilities and for all other necessary, useful, or convenient utility purposes and activities of every kind and description, over, upon, across, and under, the Property, which said easement is necessary for Grantor's commercial purposes as developer of Kiawah Island, and those of its successors, assigns, and subsidiaries.

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah covenants, including rights or easements to use and enjoy Common Property and allowing guests or others to do so.

Portions of the Property hereby conveyed may be located in part seaward of the interim Setback Line as established by the South Carolina Coastal Council (n/k/a DHEC - Office of Ocean and Coastal Resource Management) as of January 20, 1989, and South Carolina Code Sections 48-39-270 through 48-39-360, as amended, effective July 1, 1988 (the "Beach Protection Act"). The following information concerning the location and circumstances of the Property is hereby disclosed:

The proximity and location of the interim Setback Line and the Interim Baseline areas are shown on plats of record in the R.M.C. Office for Charleston County, South Carolina. There are no habitable structures on the Property seaward of the setback line. The most recently published annual erosion rate for the Property is not set forth herein because the Property shown on such plats has over the 40 year period prior to July 1, 1988, been determined to not have an erosion rate. Reference must be had to the Beach Protection Act itself regarding the significance of these disclosures as well as the potential for movement and relocation of the lines in the future.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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 said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this _____ day of _____, in the year of our Lord One Thousand Nine Hundred and _____, in the Two Hundred and _____ year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)
By: D&W Investments, Inc.,
a South Carolina corporation
(CORP.SEAL)
Its: General Partner

_____

By:_____
Charles S. Way, Jr.
Its: President

_____

By:_____
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
_____ day of _____, _____.

_____(SEAL)
Notary Public for South Carolina
My commission expires:

_____

BUIST/BN/KRALP/Deveau.5-

EXH B

BK U 265PG406

Parcel 8

Approximately 10 Miles of Beachfront Property

STATE OF SOUTH CAROLINA)
) QUIT-CLAIM DEED
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that Kiawah Resort Associates, L.P., (a Delaware limited partnership), (hereinafter sometimes referred to as "KRA, L.P." and/or the "Grantor"), in the State aforesaid, for/and in consideration of the sum of One and No/100 ($1.00) Dollar, to it in hand paid at and before the sealing of these presents by the Kiawah Island Community Association, Inc., (hereinafter sometimes referred to as the "KICA" and/or the "Grantee"), in the State aforesaid, the receipt whereof is hereby acknowledged, has remised, released and forever quit-claimed, and by these presents does remise, release and forever quit-claim unto the said Kiawah Island Community Association, Inc., all of its right, title and interest, of, in and to the following described property, to-wit:

All that certain piece, parcel or strip of land, situate, lying and being in the Town of Kiawah Island, County of Charleston, State of South Carolina, approximately ten (10) miles in length, the westernmost boundary of which being an imaginary line having as its northern terminus, a point marked by a concrete monument having State Plane Coordinates N275,327.0025/ E2,267,801.5097 located at the southwesternmost corner of a 2.067 acre tract of land located at the terminus of Beachwalker Road on Kiawah Island, known generally as the "Employee Facility Tract" and as shown on a plat by Williams & Associates dated March 20, 1981, and recorded in Plat Book AS at page 85, in the R.M.C. Office for Charleston County, S.C. (the "R.M.C. Office"); thence running with said imaginary line from said point in a southerly direction S04°55'16"E to the mean high water mark of the Atlantic Ocean; said strip of land thence extending eastwardly to an imaginary line extending due south from a point marked by a concrete monument numbered 27722 shown on Page 3 of 3 of a plat of the "Links Course Tract" by Davis & Floyd, Inc., dated February 6, 1989, and recorded in Plat Book BV at page 38, in the R.M.C. Office to the mean high water mark of the Atlantic Ocean; said strip of land varies in width, but is generally between 200' and 300' wide, and extends from the seaward boundary lines of most beachfront residential, resort and commercial properties on Kiawah Island, as shown on plats of record in the R.M.C. Office, to the mean high water mark of the Atlantic Ocean.

TMS No 207-00-00-029

SAVING AND EXCEPTING THEREFROM, however, so much of the above-described beachfront property having been previously conveyed to third parties by instruments recorded in the R.M.C. Office prior to the execution and recordation hereof.

(The above-described property is hereinafter referred to as the "Property").

TMS Number: 207-00-00-029 ~~002~~

Address of Grantee: One Kiawah River Circle
Kiawah Island, SC 29455

This conveyance is made subject to all applicable covenants, conditions, restrictions and easements of record as of September 16, 1994, the date of the Development Agreement executed by and between Kiawah Resort Associates, L.P., and the Town of Kiawah Island, and all applicable governmental and zoning ordinances and regulations.

This conveyance is made subject further to the covenant, condition and restriction that the Property shall be maintained and utilized as a Common Property as defined in the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., recorded in Book M114, page 407 in the R.M.C. Office, as amended, (the "KICA Covenants") and shall be made subject to such rights and restrictions as are applicable to Common Properties as set forth in said KICA Covenants.

Notwithstanding any other provision hereof, there is hereby reserved unto the Grantor, for itself and its invitees, successors, subsidiaries, successors in title and assigns, a non-exclusive, perpetual, permanent, assignable, transmissible, and commercial right and easement for ingress and egress, for the construction and maintenance of permitted walkways, boardwalks, and gazebos, and to use the Property for other lawful purposes.

Further reserving unto the Grantor, for itself, its invitees, successors, subsidiaries, successors-in-title and assigns, a non-exclusive, perpetual, permanent, assignable, transmissible, and commercial right and easement for access, ingress and egress for the installation and maintenance of utilities and for all other necessary, useful, or convenient utility purposes and activities of every kind and description, over, upon, across, and under, the Property, which said easement is necessary for Grantor's commercial purposes as developer of Kiawah Island, and those of its successors, assigns, and subsidiaries.

Nothing herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy, either as a Kiawah property owner or the Company, under any of the recorded Kiawah covenants, including rights or easements to use and enjoy Common Property and allowing guests or others to do so.

Portions of the Property hereby conveyed may be located in part seaward of the interim Setback Line as established by the South Carolina Coastal Council (n/k/a DHEC - Office of Ocean and Coastal Resource Management) as of January 20, 1989, and South Carolina Code Sections 48-39-270 through 48-39-360, as amended, effective July 1, 1988 (the "Beach Protection Act"). The following information concerning the location and circumstances of the Property is hereby disclosed:

The proximity and location of the interim Setback Line and the Interim Baseline areas are shown on plats of record in the R.M.C. Office for Charleston County, South Carolina. There are no habitable structures on the Property seaward of the setback line. The most recently published annual erosion rate for the Property is not set forth herein because the Property shown on such plats has over the 40 year period prior to July 1, 1988, been determined to not have an erosion rate. Reference must be had to the Beach Protection Act itself regarding the significance of these disclosures as well as the potential for movement and relocation of the lines in the future.

This is a portion of the property conveyed to the Grantor herein by deed of conveyance of Kiawah Resort Associates, a South Carolina joint venture, dated June 26, 1992, and recorded in Book L215, page 486 in the R.M.C. Office.

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 said premises before mentioned unto the said Kiawah Island Community Association, Inc., its successors and assigns, forever.

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P., has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this 29th day of December, in the year of our Lord One Thousand Nine Hundred and Ninety-Five, and in the Two Hundred and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Linda M Badiali

Elizabeth J Simmons

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)
By: D&W Investments, Inc.,
a South Carolina corporation
(CORP SEAL)
Its: General Partner

By: _____
Charles S. Way, Jr.
Its: President

By: Betty R Crow
Betty R. Crow
Its: Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who made oath that (s)he saw the within named Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles S. Way, Jr., its President and by Betty R. Crow, its Secretary, sign and seal the within written instrument, and as the act and deed of the limited partnership deliver the same, and that (s)he with the other witness appearing above witnessed the execution thereof.

Sworn to before me this
29th day of December, 1995.

Linda W Bardill (SEAL)
Notary Public for South Carolina
My commission expires: 5-24-2004

Elisabeth J Dawson

BUIST/BN/KRALP/TOWN/PARCEL8.DED

This deed was delivered on December 29, 1995.

RETURN TO
THOMAS G. DUIST
[illegible] 29402

BK N 265PG410

Y/Clear
10.00

FILED

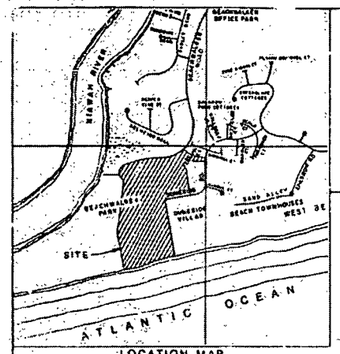
CHS Verified
PARCEL # 12
Init VB
2-20-96

N265-406
96 FEB 20 PM 4:38
[illegible] GRAND
CLERK MASTER
[illegible] COUNTY SC

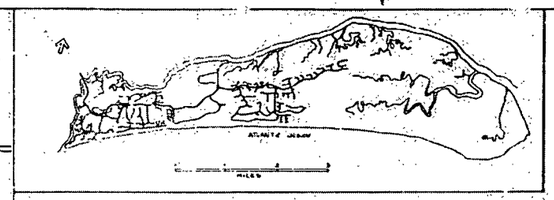
(RTF)

JH
2-23-96

Recorded this 20 day of Feb Year 96
On Property Record Card
Peggy G. Mosley
Auditor Charleston County

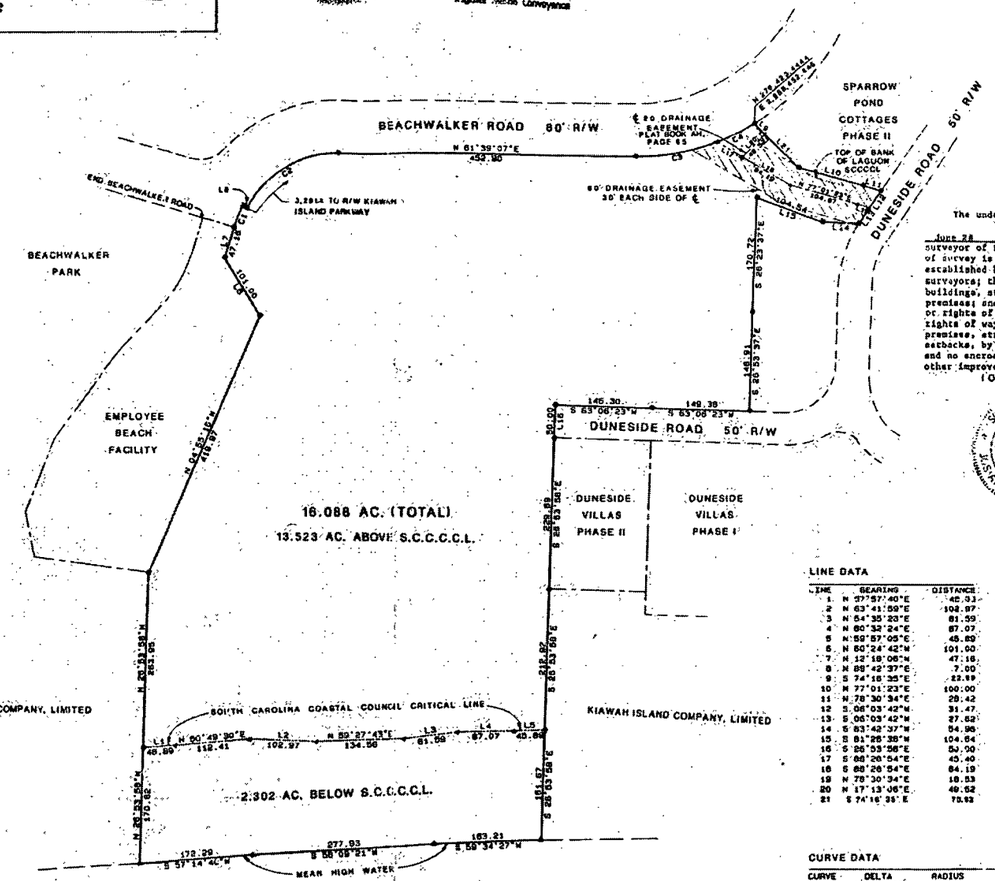


LOCATION MAP



Charleston, South Carolina
Office of the Clerk of Circuit Court
Plat received this 25th day of June to be recorded at 2:45 o'clock in Plat Book 85 Page 60 and copy filed in File Drawer Folio 21
No. 72 Original plat (as to Title only) returned to Thomas & Associates

Robert N. King
Register Mesne Conveyance



GRID NORTH
SCALE : 1" = 100

ACREAGE CHART

ABOVE S.C.C.C.C.L.	13.523 AC.
BELOW S.C.C.C.C.L.	2.302 AC.
LAGOON	0.263 AC.
TOTAL	16.088 AC.

LEGEND

- ■ CONCRETE MONUMENT, OLD
- □ CONCRETE MONUMENT, NEW
- ◊ MEANDER POINT, NO CORNER SET
- S.C.C.C.C.L. - SOUTH CAROLINA COASTAL COUNCIL CRITICAL LINE

REFERENCES

1. PLAT BY COASTAL SURVEYING, INC. DUNESIDE VILLAS, PHASE II RECORDED IN PLAT BOOK AR, PAGE 5
2. PLAT BY WILLIAMS AND ASSOCIATES, INC. EMPLOYEE BEACH FACILITY RECORDED IN PLAT BOOK AS, PAGE 85
3. PLAT BY COASTAL SURVEYING, INC. BEACHWALKER ROAD RECORDED IN PLAT BOOK AH, PAGE 72
4. PLAT BY COASTAL SURVEYING, INC. DUNESIDE VILLAS, PHASE I RECORDED IN PLAT BOOK AN, PAGE 129
5. PLAT BY COASTAL SURVEYING, INC. SPARROW POND COTTAGES, PHASE II RECORDED IN PLAT BOOK AH, PAGE 65
6. PLAT BY COASTAL SURVEYING, INC. SPARROW POND COTTAGES, PHASE III FILE 5763-I, APPROVED 8/22/97

NOTES

1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY
2. COORDINATES ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE
3. COORDINATES ARE BASED ON CONTROL MONUMENTS ESTABLISHED BY DAVIS & FLOYD, INC., ENGINEERS, FOR KIAWAH ISLAND COMPANY.
4. VERTICAL DATUM BASED ON NATIONAL OCEAN SURVEY MONUMENT "7062 B 1977"
5. AREA DETERMINED BY D.M.D. METHOD

LINE DATA

LINE	BEARING	DISTANCE
1	N 27°57'40"E	46.93
2	N 63°41'09"E	102.97
3	N 64°35'28"E	81.59
4	N 60°53'24"E	87.07
5	N 59°57'05"E	46.80
6	N 60°24'42"W	101.00
7	N 12°19'06"W	47.18
8	N 88°42'37"E	7.00
9	S 74°16'35"E	22.99
10	N 77°01'23"E	100.00
11	N 78°30'34"E	28.42
12	S 08°03'42"W	31.47
13	S 06°03'42"W	27.62
14	S 83°42'37"W	54.98
15	S 01°28'38"W	104.64
16	S 28°53'56"E	50.00
17	S 88°28'54"E	45.40
18	S 88°28'54"E	84.19
19	N 78°30'34"E	18.53
20	N 17°13'06"E	49.62
21	S 74°16'35"E	70.93

CURVE DATA

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	12°01'48"	164.85	34.61	17.37	34.55	N 06°18'16"W
2	61°56'30"	157.85	170.65	94.74	162.46	N 30°40'52"E
3	20°27'37"	352.04	125.71	63.53	125.05	N 51°25'22"E
4	10°31'59"	352.04	64.71	32.44	64.62	N 35°55'37"E

APPROVED PLAT
18 (24)
John B. Young FOR DAVID H. FRANK
DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD
9760-W JUNE 17, 1998
DATE

The approval of this plat by no way obligates the County of Charleston to accept the continued maintenance any of the roads or easements shown hereon.

The undersigned hereby certifies to NCNB South Carolina and Title Insurance Company of Minnesota, as of June 28, 1988, that he is a duly registered Land Surveyor of the State of South Carolina; that the attached plat of survey is made at least in accordance with the minimum standards established by the State of South Carolina for surveys and land surveyors; that said survey correctly shows the location of all buildings, structures and other improvements situated on the subject premises; and that, except as shown, there are no visible easements or rights of way across said premises or any other easements or rights of way, no party walls, no encroachments onto adjoining premises, streets, alleys, easements, rights of way, or across any setbacks, by any of said buildings, structures or other improvements, and no encroachments onto said premises by buildings, structures or other improvements situated on adjoining premises.

(OFFICIAL SEAL)

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR

Signature of Surveyor
Registered Number: 7626
(OFFICIAL SEAL)

THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF COASTAL COUNCIL PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY GENERALLY DELINEATING THE PERMIT AUTHORITY OF THE COASTAL COUNCIL, THE COASTAL COUNCIL IN NO WAY WAIVES THE RIGHT TO ASSERT PERMIT JURISDICTION IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY WHETHER SHOWN OR NOT.

06-16-88

SOUTH CAROLINA REGISTERED LAND SURVEYOR 7626 JOSIAH N. WILLIAMS, III

I, JOSIAH N. WILLIAMS, III, A PROFESSIONAL SURVEYOR OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE PROPERTY AND THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THERE ARE NO ENCROACHMENTS OTHER THAN AS SHOWN HEREON AND THE PRECISION IS 1/10000.

JOSIAH N. WILLIAMS, III, S.C. REG. NO. 7626

100 50 0 100 200 300
SCALE IN FEET

Southeastern Surveying, Inc.
147 Wappoo Creek Drive, Suite 102 • Charleston, South Carolina 29412
803-795-0330

A PLAT OF
A 16.088 ACRE TRACT
OWNED BY KIAWAH ISLAND COMPANY, LIMITED
LOCATED ON KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

DATE:	16 MAY 1988
DRAWN:	WEB
CHECK:	RAW
REV:	1 JUNE 1988
	15 JUNE 1988
	28 JUNE 1988
FILE:	01 A
DISC:	AM
JOB:	
SHEET	OF 1

EXH H

BP0290099

RMC Bk 0290 Pg 099 : Pg 1 *

FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN KIAWAH RESORT ASSOCIATES, L.P., ET AL AND THE TOWN OF KIAWAH ISLAND

WHEREAS, the Town of Kiawah Island and Kiawah Resort Associates, L.P. (respectively referred to as "Town" and "Property Owner"), entered a Development Agreement on October 12, 2005 (hereinafter the "Agreement"), effective that same date, recorded in the RMC Office for Charleston County at Book Z 558, Page 004; and

WHEREAS, the Town and the Property Owner entered and recorded the First Amendment to the Agreement in the RMC Office for Charleston County at Book C 570, Page 595 that was effective December 13, 2005; and,

WHEREAS, the Town and the Property Owner entered and recorded the Second Amendment to the Agreement in the RMC Office for Charleston County at Book 0212, Page 088 that was effective August 2, 2011; and,

WHEREAS, the Town and the Property Owner entered and recorded the Third Amendment to the Agreement in the RMC Office for Charleston County at Book 0212, Page 089 that was effective August 2, 2011; and,

WHEREAS, the Town and the Property Owner entered and recorded the Fourth Amendment to the Agreement in the RMC Office for Charleston County at Book 0244, Page 565 that was effective March 6, 2012; and,

WHEREAS the Agreement replaced, according to its terms, a previous Development Agreement, as amended, between the Town and the Property Owner effective September 26, 1994 (hereinafter the "First Agreement") that is recorded in the RMC Office for Charleston County at Book J248, Page 001; and

RMC Bk 0290 Pg 099 : pg 2 *

WHEREAS in Section 16(b) of the First Agreement, titled "10 Mile Strip of Beachfront Property," the Property Owner agreed to convey to Kiawah Island Community Association, Inc. ("KICA") by quitclaim deed before January 1, 1996, a strip of highland and dunes described in the Section 16(b) as:

> "... a strip of scenic dunes and high land owned primarily by the Property Owner (some of which is encumbered by the General Covenants, certain view and access easements and other agreements of record) which extends along the Kiawah Island beachfront for approximately 10 miles as generally depicted on Exhibit 16.2. This strip of high land varies in width, but often is 200' to 300' wide and is generally seaward of most residential, resort, or commercial property lines. It generally comprises the area of land abutting most seaward platted residential Lot lines and the mean high water mark of the Atlantic Ocean."

(Hereinafter referenced as the "Beachfront Strip"); and,

WHEREAS Exhibit 16.2 to the First Agreement was a graphic illustration of the location of the Beachfront Strip that established the western terminus of the Beachfront Strip as the eastern boundary and extended eastern boundary of Parcel 13 of the First Agreement, known as the Beachwalker Ocean Parcel (TMS No. 207-05-00-118) in the First Agreement; and

WHEREAS, to implement the transfer of the Beachfront Strip to KICA, Property Owner executed a deed to KICA recorded at Book N265, Page 406, and Corrective and Confirmatory Deed recorded at Book No. L304, Page 459, in the RMC Office for Charleston County (hereinafter, the "Deed"); and

WHEREAS the Agreement (entered in 2005) listed and described Parcel 12A as Beachwalker Park, Parcel 12B as Captain Sam's, and Parcel 13 as Beachwalker Ocean; and

RMC Bk 0290 Pg 099 : Pg 3 *

WHEREAS Exhibit 1.3 to the Agreement is an illustration of the location of the Parcels owned by the Property Owner at the time of entry of the Agreement and shows that the Property Owner owned all the land to the high water mark, including the dunes and beachfront, west of the eastern boundary and extended eastern boundary of Parcel 13; and,

WHEREAS it has come to the attention of the Property Owner that the property description in the Deed encompassed land beyond the intended western terminus of the Beachfront Strip described in the First Agreement including land that is seaward of the Parcel known as Beachwalker Park that was listed and identified as Parcel 12 under the First Agreement and Parcel 12A under the Agreement that was not required to be included in the property description nor conveyed to KICA (all land so described and conveyed hereinafter shall be referred to as the "Additional Land"); and,

WHEREAS the Additional Land has remained a part of TMS No. 207-05-00-0011 on the real property tax records of Charleston County and reflected there as owned by Property Owner, and has never been formally subdivided into a separate TMS parcel; and,

WHEREAS Property Owner desires to reconfirm the intent under the First Agreement that the Beachfront Strip does not include the Additional Land; and

WHEREAS Property Owner and Town desire to confirm their intent under the Agreement as well as their intent and belief at the time the Agreement was entered that the land comprising Parcels 12A and 12B as depicted on Exhibit 1.3 to the Agreement, including the Additional Land, was owned by the Property Owner and subject to the Agreement by virtue of such ownership; and

RMC Bk 0290 Pg 099 : pg 4 *

WHEREAS this Fifth Amendment is intended to be a reaffirmation of what is clearly shown on Exhibit 16.2 of the First Agreement and Exhibit 1.3 of the Agreement; and,

WHEREAS, the Agreement provides in Section 22 that the Agreement may be amended; and,

WHEREAS, the Property Owner desires to amend the Agreement to clarify and state their mutual intent with respect to the Beachfront Strip and the real property subject to both the First Agreement and the Agreement;

NOW, THEREFORE, the Town and Property Owner confirm and agree (1) that the Property Owner's intent was that the western terminus-boundary of the Beachfront Strip be the eastern boundary and extended eastern boundary of Parcel 13 as described in the First Agreement and the Agreement, known as the Beachwalker Ocean Parcel (TMS No. 207-05-00-118), as illustrated on Exh. 16.2 to the First Agreement recorded at Book J248 Page 366 in the RMC Office for Charleston County; (2) that the Property Owner did not intend that the Beachfront Strip include the Additional Land, which is west of the intended western terminus-boundary of the Beachfront Strip; and, (3) that the intent of the Property Owner at the time of entry of the Agreement was that the Additional Land was part of Parcels 13 and 12A as described in the Agreement.

All other terms, conditions, and provisions of the Agreement, as duly amended, shall remain in full force and effect.

IN WITNESS WHEREOF, this Fifth Amendment to the Agreement has been entered and enacted this 2nd day of October, 2012.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

TOWN OF KIAWAH ISLAND (Town)
(SEAL)

By: _____ 10/10/2012

G. Steven Orban, Mayor

Attest: _____

Petra Reynolds, Clerk of Council

RMC Bk 0290 Pg 099 : pg 5 *

RMC Bk 0290 Pg 099 : pg 6 *

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

(CORP. SEAL)

KIAWAH RESORT ASSOCIATES, L.P.
(Property Owner) (Seal)

By: D&W Investments, Inc.,
(a South Carolina corporation)

2 North Adger's Wharf
Charleston, SC 29401
Its: General Partner

By: _____
Charles P. Darby, III
Its: President

AND

By: TWD Investments, LLC
(A South Carolina limited liability
Company)

(CORP. SEAL)

2 North Adger's Wharf
Charleston, SC 29401
Its: General Partner

By: _____
Charles P. Darby, III
Its: Manager

RMC Bk 0290 Pg 099 : pg 7 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(TOWN)

THE FOREGOING INSTRUMENT was acknowledged before me by the TOWN OF KIAWAH ISLAND, by G. Steven Orban, its Mayor, and Petra Reynolds, its Clerk of Council, this 16 day of October, 2012.

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires: 2/7/2016

FRANCES K. McLERREN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 02-07-2016

RMC Bk 0290 Pg 099 : pg 8 *

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(Property Owner - D&W)

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH RESORT ASSOCIATES, L.P., by D&W Investments, Inc., (a South Carolina corporation), its General Partner, by Charles P. Darby, III, its President, this 26th day October, 2012.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: 12-10-2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT
(Property Owner - TWD)

THE FOREGOING INSTRUMENT was acknowledged before me by KIAWAH RESORT ASSOCIATES, L.P., by TWD Investments, LLC, (a South Carolina limited liability company), its General Partner, by Charles P. Darby, III, its Manager, this 26th day October, 2012.

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: 12-10-2020

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
PRATT-THOMAS, & WALKER, P.A.

POST OFFICE DRAWER 22247
CHARLESTON SC 29413-2247

RECORDED

Date: November 8, 2012
Time: 2:32:02 PM

Book	Page	DocType
0290	099	Misc/Amend

Charlie Lybrand, Register
Charleston County, SC

RMC Bk 0290 Pg 099 : Pg 9 *

MAKER:
KIAWAH ISLAND ETC

RECIPIENT:
KIAWAH RESORT ASSOCS

Original Book: Z558

Original Page: 004

# of Sats:

Note:

# of Pages: 9
# of References:

Recording Fee	$	10.00
Extra Reference Cost	$	-
Extra Pages	$	4.00
Postage	$	-
Chattel	$	-
TOTAL	$	14.00

DRAWER: Drawer 2
CLERK: SLW

GM

0290 Book
099 Page
11/08/2012 Recorded Date
9 # Pgs
Z558 Original Book
004 Original Page
D Doc Type
14:32:02 Recorded Time

843-958-4800 101 MEETING STREET CHARLESTON, SC 29401 www.charlestoncounty.org

PLANNING AND RMC USE ONLY

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

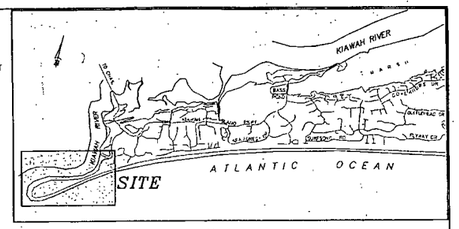
LEGEND:
- ▣ CONCRETE MONUMENT FOUND
- ● IRON FOUND, AS DESCRIBED
- ○ 5/8" REBAR, SET
- △ MEANDER POINT, NO CORNER SET

REFERENCES:

PLAT BOOK	PAGE
EK	31-34
L11	226

DEED BOOK	PAGE
0335	077
2282	737

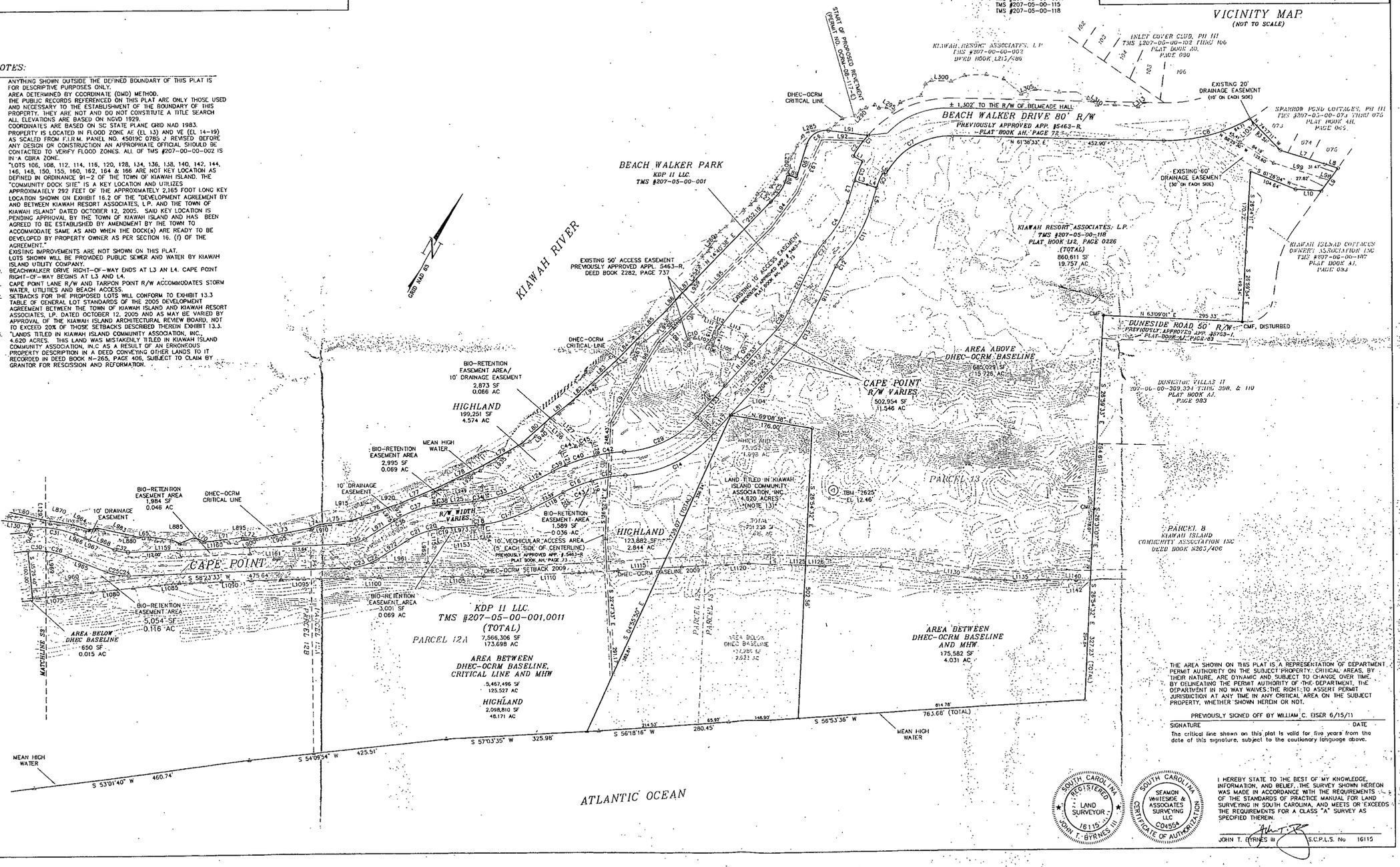
TMS #207-05-00-001
TMS #207-05-00-0011
TMS #207-05-00-115
TMS #207-05-00-118

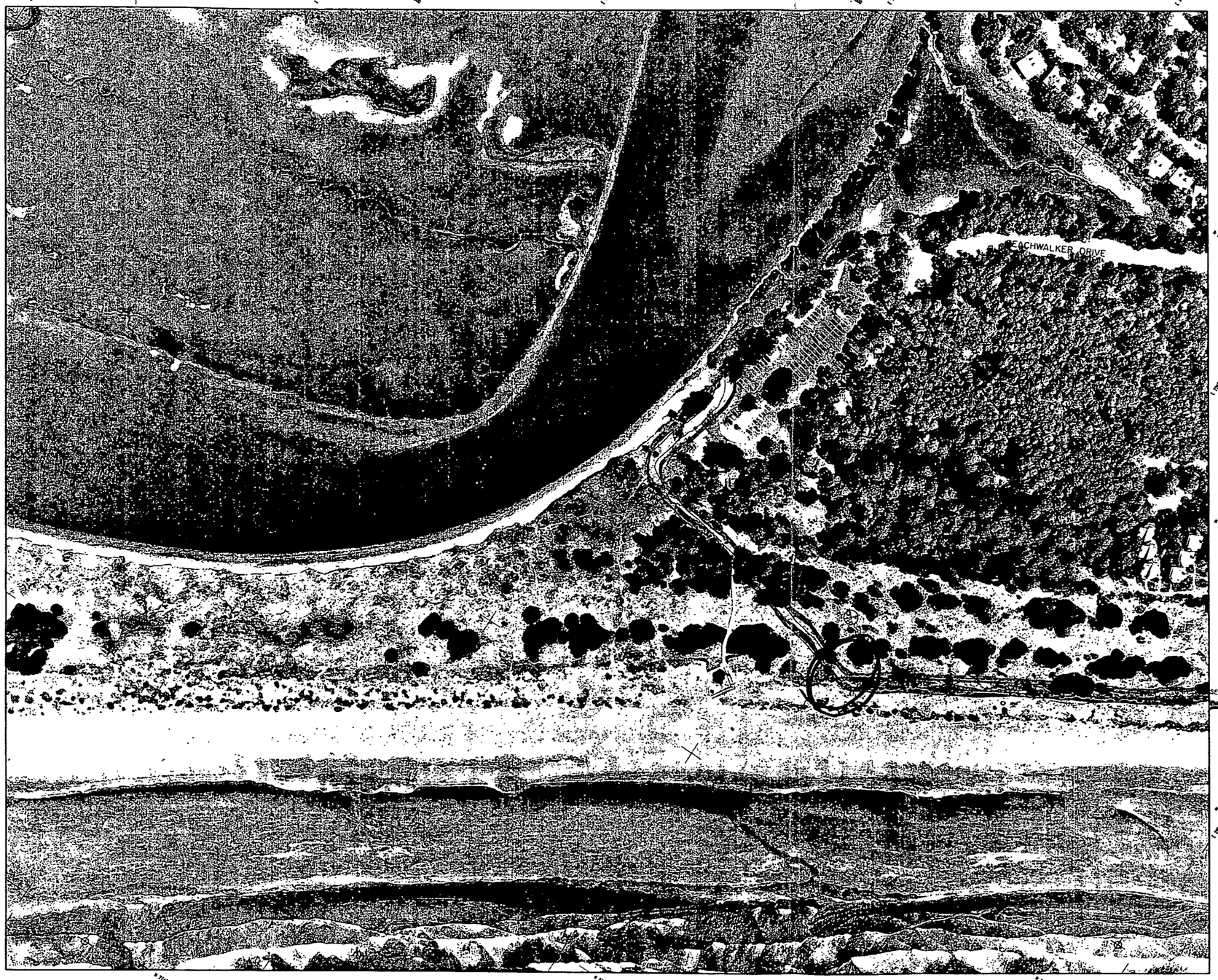


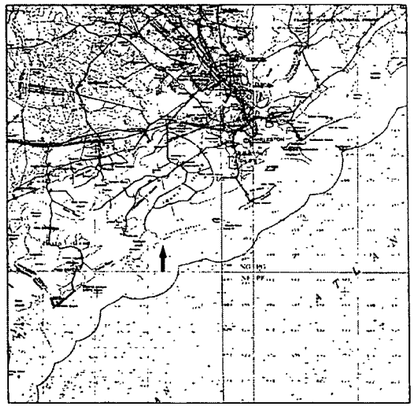
VICINITY MAP
(NOT TO SCALE)

NOTES:

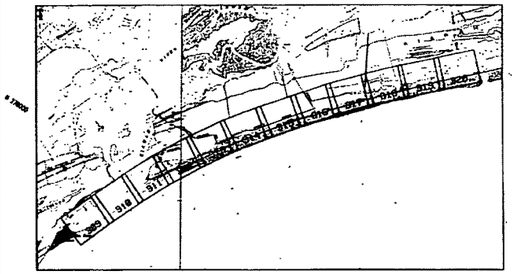
1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
2. AREA DETERMINED BY COORDINATE (DMD) METHOD.
3. THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY THOSE USED AND NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH
4. ALL ELEVATIONS ARE BASED ON NGVD 1929.
5. COORDINATES ARE BASED ON SC STATE PLANE GRID NAD 1983.
6. PROPERTY IS LOCATED IN FLOOD ZONE AE (EL 13) AND VE (EL 14-19) AS SCALED FROM F.I.R.M. PANEL NO. 45019C 0785 J. REVISED BEFORE ANY DESIGN OR CONSTRUCTION AN APPROPRIATE OFFICIAL SHOULD BE CONTACTED TO VERIFY FLOOD ZONES. ALL OF TMS #207-00-00-002 IS IN A COBRA ZONE.
7. "LOTS 106, 108, 112, 114, 116, 120, 128, 134, 136, 138, 140, 142, 144, 146, 148, 150, 155, 160, 162, 164 & 166 ARE NOT KEY LOCATION AS DEFINED IN ORDINANCE 91-2 OF THE TOWN OF KIAWAH ISLAND. THE "COMMUNITY DOCK SITE" IS A KEY LOCATION AND UTILIZES APPROXIMATELY 292 FEET OF THE APPROXIMATELY 2,165 FOOT LONG KEY LOCATION SHOWN ON EXHIBIT 16.2 OF THE "DEVELOPMENT AGREEMENT BY AND BETWEEN KIAWAH RESORT ASSOCIATES, L.P. AND THE TOWN OF KIAWAH ISLAND" DATED OCTOBER 12, 2005. SAID KEY LOCATION IS PENDING APPROVAL BY THE TOWN OF KIAWAH ISLAND AND HAS BEEN AGREED TO BE ESTABLISHED BY AMENDMENT BY THE TOWN TO ACCOMMODATE SAME AS AND WHEN THE DOCK(s) ARE READY TO BE DEVELOPED BY PROPERTY OWNER AS PER SECTION 16. (I) OF THE AGREEMENT."
8. EXISTING IMPROVEMENTS ARE NOT SHOWN ON THIS PLAT.
9. LOTS SHOWN WILL BE PROVIDED PUBLIC SEWER AND WATER BY KIAWAH ISLAND UTILITY COMPANY.
10. BEACHWALKER DRIVE RIGHT-OF-WAY ENDS AT L3 AN L4. CAPE POINT RIGHT-OF-WAY BEGINS AT L3 AND L4.
11. CAPE POINT LANE R/W AND TARPON POINT R/W ACCOMMODATES STORM WATER, UTILITIES AND BEACH ACCESS.
12. SETBACKS FOR THE PROPOSED LOTS WILL CONFORM TO EXHIBIT 13.3 TABLE OF GENERAL LOT STANDARDS OF THE 2005 DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF KIAWAH ISLAND AND KIAWAH RESORT ASSOCIATES, LP. DATED OCTOBER 12, 2005 AND AS MAY BE VARIED BY APPROVAL OF THE KIAWAH ISLAND ARCHITECTURAL REVIEW BOARD, NOT TO EXCEED 20% OF THOSE SETBACKS DESCRIBED THEREIN EXHIBIT 13.3.
13. "LANDS TITLED IN KIAWAH ISLAND COMMUNITY ASSOCIATION, INC., 4.620 ACRES. THIS LAND WAS MISTAKENLY TITLED IN KIAWAH ISLAND COMMUNITY ASSOCIATION, IN.C AS A RESULT OF AN ERRONEOUS PROPERTY DESCRIPTION IN A DEED CONVEYING OTHER LANDS TO IT RECORDED IN DEED BOOK N-265, PAGE 406, SUBJECT TO CLAIM BY GRANTOR FOR RESCISSION AND REFORMATION.


START OF PROPOSED REVETMENT (PERMIT NO. OCRM-08-17-E)
DHEC-OCRM CRITICAL LINE
KIAWAH RESORT ASSOCIATES, L.P. TMS #207-00-00-002 DEED BOOK L215/486
INLET COVE CLUB, PH III TMS #207-05-00-102 THRU 106 PLAT BOOK A0, PAGE 090
± 1,302' TO THE R/W OF BELMEADE HALL
BEACH WALKER DRIVE 80' R/W
PREVIOUSLY APPROVED APP. #5463-R, PLAT BOOK AH, PAGE 72
EXISTING 20' DRAINAGE EASEMENT (10' ON EACH SIDE)
SPARROW POND COTTAGES, PH III TMS #207-05-00-074 THRU 076 PLAT BOOK AH, PAGE 065
BEACH WALKER PARK
KDP II LLC.
TMS #207-05-00-001
KIAWAH RIVER
GRID NAD 83
EXISTING 50' ACCESS EASEMENT PREVIOUSLY APPROVED APPL. 5463-R, DEED BOOK 2282, PAGE 737
EXISTING 10' ACCESS EASEMENT PREVIOUSLY APPROVED APP. #5463-R PLAT BOOK AH, PAGE 73
EXISTING 60' DRAINAGE EASEMENT (30' ON EACH SIDE)
KIAWAH RESORT ASSOCIATES, L.P.
TMS #207-05-00-116
PLAT BOOK L12, PAGE 0226
(TOTAL)
860,611 SF
19.757 AC
KIAWAH ISLAND OWNERS ASSOCIATION INC TMS #207-06-00-147 PLAT BOOK AJ, PAGE 083
DUNESIDE ROAD 50' R/W
PREVIOUSLY APPROVED APP. #5763-R, PLAT BOOK AJ, PAGE 83
CMF, DISTURBED
DHEC-OCRM CRITICAL LINE
BIO-RETENTION EASEMENT AREA/ 10' DRAINAGE EASEMENT
2,873 SF
0.066 AC
HIGHLAND
199,251 SF
4.574 AC
AREA ABOVE DHEC-OCRM BASELINE
685,029 SF
15.726 AC
CAPE POINT
R/W VARIES
502,954 SF
11.546 AC
DUNESIDE VILLAS II
207-06-00-369,334 THRU 398, & 110
PLAT BOOK AJ, PAGE 083
BIO-RETENTION EASEMENT AREA
2,995 SF
0.069 AC
MEAN HIGH WATER
10' DRAINAGE EASEMENT
BIO-RETENTION EASEMENT AREA
1,984 SF
0.046 AC
DHEC-OCRM CRITICAL LINE
R/W WIDTH VARIES
BIO-RETENTION EASEMENT AREA
1,589 SF
0.036 AC
10' VECHICULAR ACCESS AREA (5' EACH SIDE OF CENTERLINE) PREVIOUSLY APPROVED APP. # 5463-R PLAT BOOK AH, PAGE 73
LAND TITLED IN KIAWAH ISLAND COMMUNITY ASSOCIATION, INC. 4.620 ACRES (NOTE 13)
TBM "2625" EL 12.46'
TOTAL
731,238 SF
16.790 AC
PARCEL 13
HIGHLAND
123,882 SF
2.844 AC
CAPE POINT
DHEC-OCRM SETBACK 2009
DHEC-OCRM BASELINE 2009
PARCEL B
KIAWAH ISLAND COMMUNITY ASSOCIATION INC
DEED BOOK N265/406
BIO-RETENTION EASEMENT AREA
3,001 SF
0.069 AC
KDP II LLC.
TMS #207-05-00-001,0011
(TOTAL)
PARCEL 12A
7,566,306 SF
173.698 AC
AREA BETWEEN DHEC-OCRM BASELINE, CRITICAL LINE AND MHW
5,467,496 SF
125.527 AC
HIGHLAND
2,098,810 SF
48.171 AC
AREA BELOW DHEC BASELINE
77,285 SF
1.774 AC
AREA BETWEEN DHEC-OCRM BASELINE AND MHW.
175,582 SF
4.031 AC
BIO-RETENTION EASEMENT AREA
5,054 SF
0.116 AC
AREA BELOW DHEC BASELINE
650 SF
0.015 AC
MATCHLINE SEE
MEAN HIGH WATER
ATLANTIC OCEAN
S 53°01'40" W 460.74'
S 54°09'54" W 425.51'
S 57°03'35" W 325.98'
S 56°18'18" W 280.45'
S 56°53'36" W 763.68' (TOTAL)
S 58°23'33" W 475.64'
N 61°36'33" E 452.90'
N 63°09'01" E 295.33'
N 89°08'38" E 176.00'
S 28°59'33" E 1642.61'
S 28°59'33" E 1642.61'
S 28°59'33" E 1642.61





CHARLESTON COUNTY



KIAWAH ISLAND

Lines Adopted 1991

Aerial Photography and
Orthophoto Mapping Prepared by:

Westinghouse Landmark GIS, Inc.
A DIVISION OF WESTINGHOUSE ELECTRONIC SYSTEMS GROUP

Date of Photography: July 15, 1993

100 80 60 40 20 0 50 100 200
Graphic Scale: 1" = 100'

This Map Complies with South Carolina and National Map Accuracy Standards.

Grid System based on South Carolina State Plane Coordinate System, (International Feet) 1983 North American Datum

Grid North

SOUTH CAROLINA COASTAL COUNCIL
BEACHFRONT ORTHOPHOTO
MAPPING PROGRAM

SOUTH CAROLINA COASTAL COUNCIL

Sheet 31B

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

NOTES:

1. ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
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4. ALL ELEVATIONS ARE BASED ON NGVD 1929.
5. COORDINATES ARE BASED ON SC STATE PLANE GRID NAD 1983.
6. PROPERTY IS LOCATED IN FLOOD ZONE AE (EL 13) AND VE (EL 14-19) AS SCALED FROM F.I.R.M. (PANEL NO. 450109 0785 J, REVISED. BEFORE ANY DESIGN OR CONSTRUCTION, AN APPROPRIATE OFFICIAL SHOULD BE IN A CCRA ZONE.
7. "LOTS 106, 108, 112, 114, 116, 120, 122, 134, 136, 138, 140, 142, 144, 146, 148, 150, 158, 160, 162, 164 & 188 ARE NOT KEY LOCATION AS DEFINED IN ORDINANCE 01-12 OF THE TOWN OF KIAWAH ISLAND. THE "COMMUNITY DOCK SITE" IS A KEY LOCATION AND UTILIZES APPROXIMATELY 292 FEET OF THE APPROXIMATELY 2,165 FOOT LONG KEY LOCATION SHOWN ON EXHIBIT 16.2 OF THE "DEVELOPMENT AGREEMENT BY AND BETWEEN KIAWAH RESORT ASSOCIATES, L.P. AND THE TOWN OF KIAWAH ISLAND" DATED OCTOBER 12, 2005. SAID KEY LOCATION IS PENDING APPROVAL BY THE TOWN OF KIAWAH ISLAND AND HAS BEEN AGREED TO BE ESTABLISHED BY AMENDMENT BY THE TOWN TO ACCOMMODATE ISAAC AS AND WHEN THE DOCK(S) ARE READY TO BE DEVELOPED BY PROPERTY OWNER(S) AS PER SECTION 16.0 OF THE AGREEMENT.
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10. BEACHMAKER DRIVE RIGHT-OF-WAY ENDS AT L3 AND L4. CAPE POINT RIGHT-OF-WAY BEGINS AT L3 AND L4.
11. CAPE POINT LANE R/W AND TARPON POINT R/W ACCOMMODATES STORM WATER, UTILITIES AND BEACH ACCESS.
12. SETBACKS FOR THE PROPOSED LOTS WILL CONFORM TO EXHIBIT 15.3 TABLE OF GENERAL LOT STANDARDS OF THE 2005 DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF KIAWAH ISLAND AND KIAWAH RESORT ASSOCIATES, LP, DATED OCTOBER 12, 2005 AND AS MAY BE VARIED BY APPROVAL OF THE KIAWAH ISLAND ARCHITECTURAL REVIEW BOARD, NOT TO EXCEED 20% OF THOSE SETBACKS DESCRIBED THEREIN EXHIBIT 15.3.
13. 4.020 ACRES - THIS LAND WAS MISTAKENLY FILED IN KIAWAH ISLAND COMMUNITY ASSOCIATION, INC. AS A RESULT OF AN ERRONEOUS PROPERTY DESCRIPTION IN A DEED CONVEYING OTHER LANDS TO IT RECORDED IN DEED BOOK M-265, PAGE 406, SUBJECT TO CLAIM BY GRANTOR FOR RESCISSION AND REFORMATION.

LEGEND:
- CONCRETE MONUMENT FOUND
- IRON FOUND, AS DESCRIBED
- 5/8" REBAR (SE)
- MEANDER POINT, NO CORNER SET

REFERENCES:
PLAT BOOK 1-PAGE
EK 31-34
L11 225
DEED BOOK PAGE
0015 077
2382 137

TMS #207-05-00-001
TMS #207-05-00-0011
TMS #207-08-00-119
TMS #207-05-00-118

KIAWAH RESORT ASSOCIATES, L.P.
TMS #207-00-00-0011
DEED BOOK 0015/066

BEACH WALKER PARK
KDP II LLC.
TMS #207-05-00-001

KIAWAH RIVER

DHEC-OCRM CRITICAL LINE

L300 S 1.302' TO THE R/W OF BELVEDERE HALL

BEACH WALKER DRIVE 80' R/W
PREVIOUSLY APPROVED APPLE 5463-R
PLAT BOOK AII, PAGE 172 &c.

EXISTING 50' ACCESS EASEMENT PREVIOUSLY APPROVED APPLE 5463-R DEED BOOK 2382, PAGE 137 &c.

EXISTING 20' DRAINAGE EASEMENT (10' ON EACH SIDE)

EXISTING 60' DRAINAGE EASEMENT (30' ON EACH SIDE)

SPANISH POINT VILLAGES PH III
TMS #207-05-00-073 THRU 092
PLAT BOOK AII, PAGE 005

KIAWAH RESORT ASSOCIATES, L.P.
TMS #207-05-00-118 (P)
PLAT BOOK 135, PAGE 0228
(TOTAL)
860,611 SF
19.756 AC

KIAWAH ISLAND OUTPARCEL OWNERS ASSOCIATION INC
TMS #207-00-00-187
PLAT BOOK 47, PAGE 083

DUNESIDE ROAD 50' R/W
PREVIOUSLY APPROVED APPLE 5463-R
PLAT BOOK AII, PAGE 172 &c.
Cmf. DISTURBED

DUNESIDE VILLAS II
TMS #207-00-00-196 THRU 206, & 110
PLAT BOOK AJ, PAGE 083

AREA ABOVE DHEC-OCRM BASELINE
665,023 SF
15.270 AC

CAPE POINT R/W VARIES
502,854 SF
11.546 AC

PARCEL 11

LAND TITLED IN KIAWAH ISLAND COMMUNITY ASSOCIATION INC.
TMS #207-00-00-0196
4.020+ ACRES
(NOTE 13)

PARCEL B
KIAWAH ISLAND COMMUNITY ASSOCIATION INC.
DEED BOOK 0265/406

HIGHLAND
199,251 SF
4.574 AC

BIO-RETENTION EASEMENT AREA
2,873 SF
0.066 AC

10' DRAINAGE EASEMENT

MEAN HIGH WATER

R/W VARIES

BIO-RETENTION EASEMENT AREA
1,589 SF
0.036 AC

10' LEICHOLAR ACCESS AREA
(15' EASEMENT CENTERLINE)

HIGHLAND
23,885 SF
0.548 AC

CAPE POINT

BIO-RETENTION EASEMENT AREA
5,054 SF
0.116 AC

AREA BELOW DHEC BASELINE
650 SF
0.015 AC

KDP II LLC.
TMS #207-05-00-001,0011
(TOTAL)
PARCEL 12A
1,366,306 SF
173,698 AC

AREA BETWEEN DHEC-OCRM BASELINE, CRITICAL LINE AND MHW
5,467,496 SF
125.527 AC

HIGHLAND
2,688,869 SF
-48.1717 AC

AREA BELOW DHEC-OCRM BASELINE
42,235 SF
2.552 AC

AREA BETWEEN DHEC-OCRM BASELINE AND MHW
175,382 SF
4.027 AC

-763.68' (TOTAL)

MEAN HIGH WATER

MEAN LOW WATER

S 54°09'54" W 425.51'
S 53°01'40" W 460.74'
S 57°03'35" W 323.66'
S 50°18'16" W 280.45'
S 60°53'36" W

ATLANTIC OCEAN

VICINITY MAP
(NOT TO SCALE)

SITE

ATLANTIC OCEAN

NO.	DATE	DESCRIPTION	
1.	3/21/11	ADDED DUNESIDE VILLAS II	MC
2.	4/14/11	ADDED DUNESIDE VILLAS & ACCESS EASE.	MC
3.	5/13/13	R.O.W./ DRAINAGE EASE. & ACCESS EASE.	MC
4.	6/28/13	1.5' NAVD88 CONTOUR SMOOTHING (6/28/13)	MC
5.	7/19/13	OWNERSHIP REVISIONS	MC
6.	7/26/13	UPDATE REFERENCES	MC

1035-B Jenkins Road
Charleston, SC 29407
(843) 795-9330
DAVIS surveying LLC

PRELIMINARY SUBDIVISION PLAT OF
SUBDIVISION 410
PARCELS 12A, 12B AND 13
OWNED BY KDP II LLC AND KIAWAH RESORT ASSOCIATES LP
LOCATED IN THE TOWN OF KIAWAH ISLAND
CHARLESTON COUNTY, SOUTH CAROLINA

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CERTAIN AREAS, BY THEIR NATURE, ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

PREVIOUSLY SIGNED OFF BY WILLIAM C. EISER 6/15/11

SIGNATURE DATE

The critical line shown on this plat is valid for five years from the date of this signature, subject to the cautionary language above.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

JOHN T. BYRNES III S.C.P.L.S. No. 16115

SOUTH CAROLINA REGISTERED LAND SURVEYOR 16115 JOHN T. BYRNES III

SEAMON WHITESIDE & ASSOCIATES, SURVEYING LLC CERTIFICATE OF AUTHORIZATION C0455

COUNTY COUNCIL
CHARLESTON ORTHOPHOTO MAPPING PROGRAM

DATE:	05/15/13
DRAWN:	KC
CHECK:	JTB
CC:	
JOB:	1107
DWG:	1107
CLASS:	
SHEET:	

EXHIBIT 15

Aerial Photography and Orthophoto Mapping Prepared by:

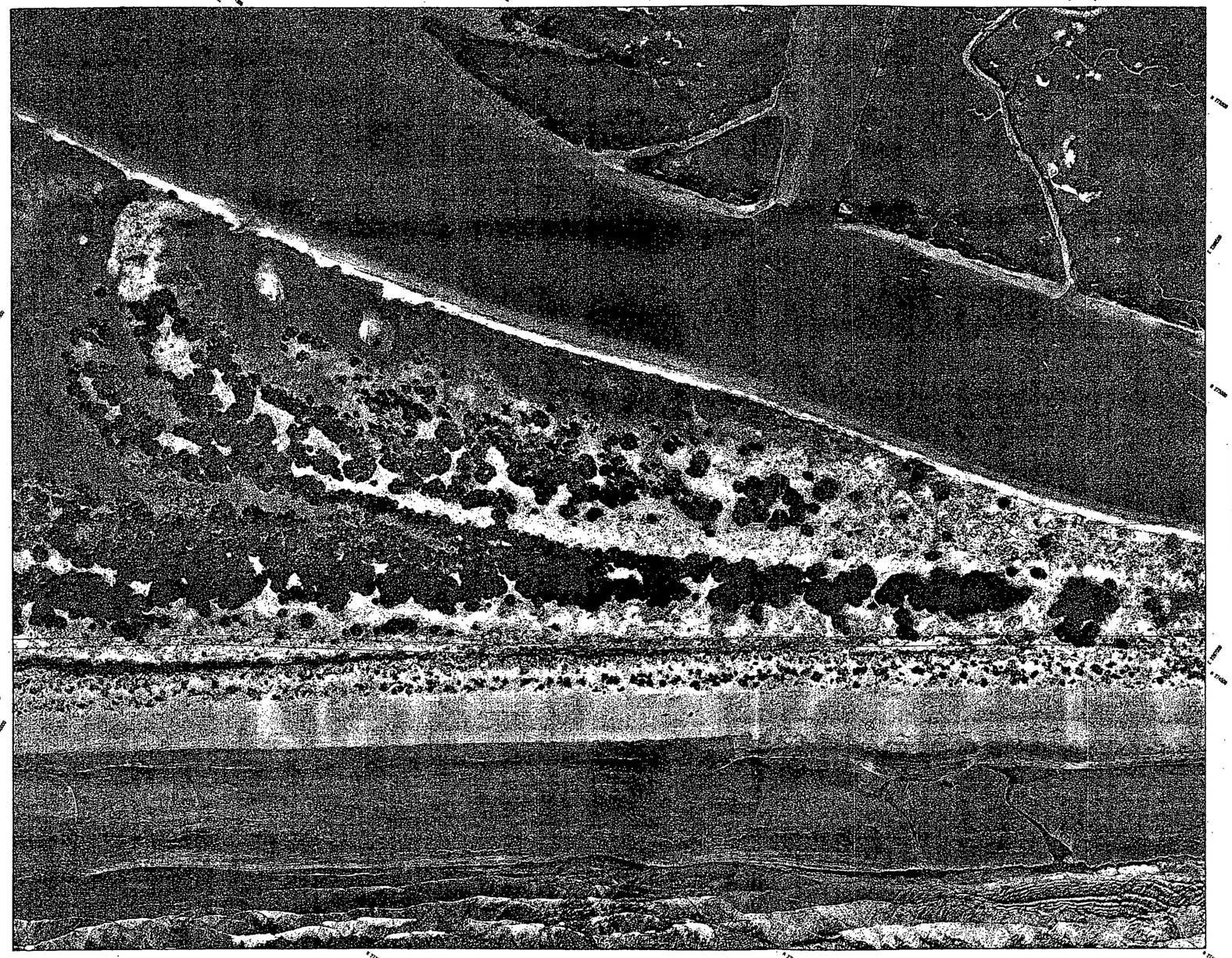
Westinghouse Landmark GIS, Inc.
A DIVISION OF WESTINGHOUSE ELECTRONIC SYSTEMS GROUP

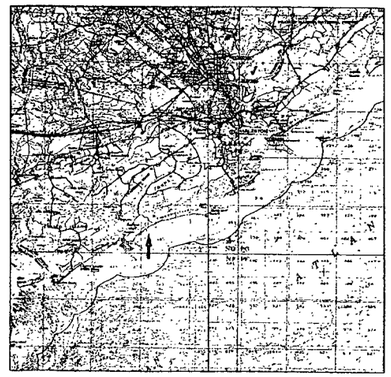
Date of Photography: July 15, 1993

Graphic Scale: 1" = 100'

This Map is compliant with South Carolina and National Map Accuracy Standards

Grid System based on South Carolina State Plane Coordinate System, International Feet)
1983 North American Datum



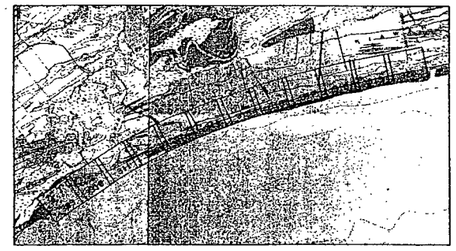


CHARLESTON COUNTY

The baseline and setback line shown on this map are a general representation of their true positions. To accurately locate these lines on an individual piece of property, they must be surveyed using coordinates supplied by OCRM. Once adopted as final they will remain unchanged for 8 to 10 years, unless moved as the result of a renourishment project or an appeal.

Public Notice Date: March 11, 1999

Final Adoption Date: MAR 29 1999



KIAWAH ISLAND

SOUTH CAROLINA COASTAL COUNCIL
BEACHFRONT ORTHOPHOTO
MAPPING PROGRAM

Sheet 3108

Aerial Photography and Orthophoto Mapping Prepared by:

Westinghouse Landmark GIS, Inc.
A DIVISION OF WESTINGHOUSE ELECTRONIC SYSTEMS GROUP

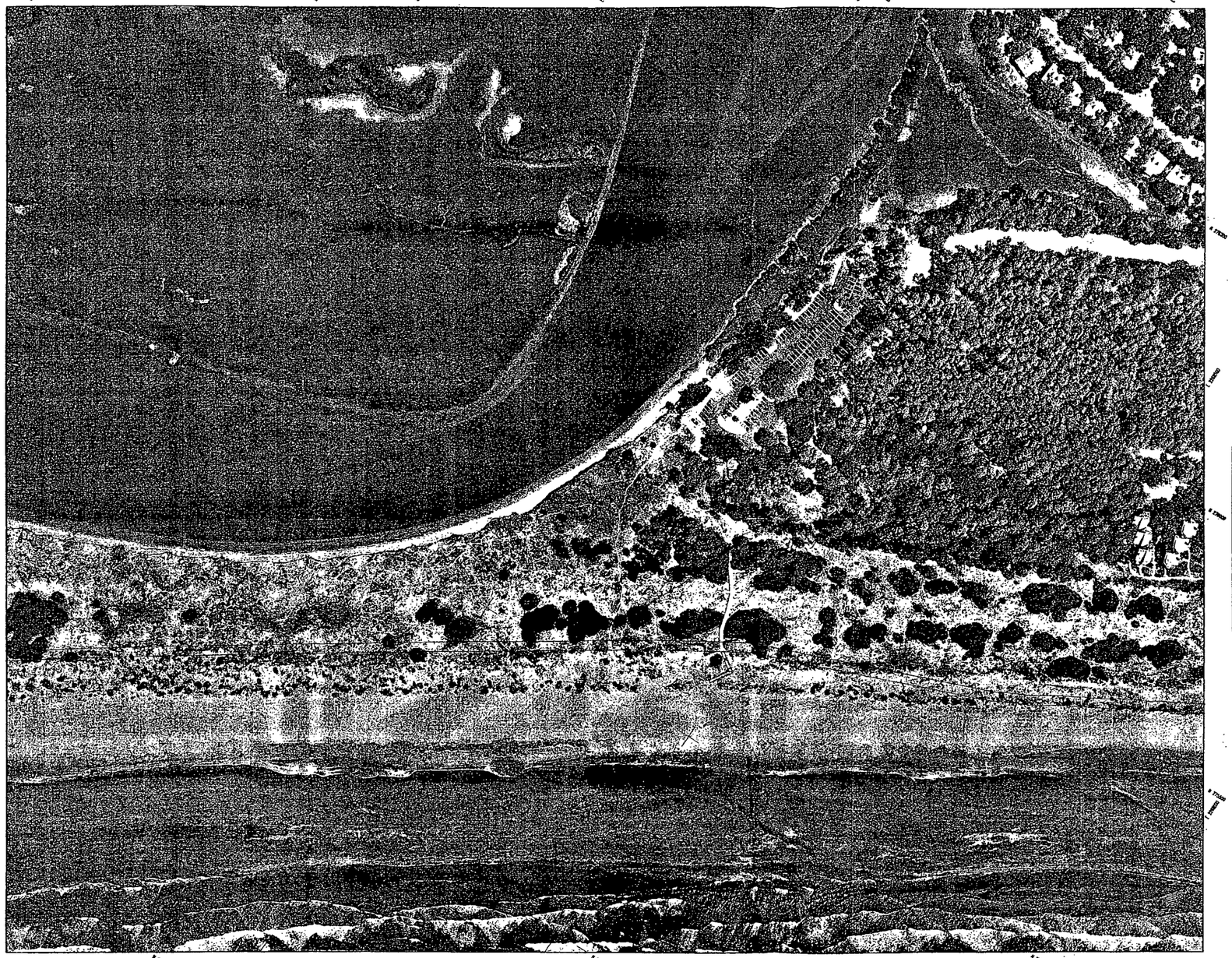
Date of Photography: July 15, 1993

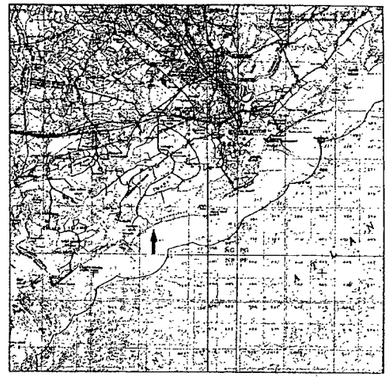
100 80 40 40 20 0 50 100 200
Graphic Scale: 1" = 100'

This Map Complies with South Carolina and National Map Accuracy Standards.

Grid System based on South Carolina State Plane Coordinate System, International Feet, 1983 North American Datum

Grid North



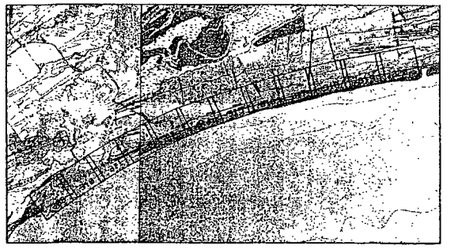


CHARLESTON COUNTY

The baseline and setback line shown on this map are a general representation of their true positions. To accurately locate these lines on an individual piece of property, they must be surveyed using coordinates supplied by OCRM. Once adopted as final they will remain unchanged for 8 to 10 years, unless moved as the result of a renourishment project or an appeal.

Public Notice Date: March 11, 1999

Final Adoption Date: MAR 20 1999



KIAWAH ISLAND

SOUTH CAROLINA COASTAL COUNCIL

BEACHFRONT ORTHOPHOTO

MAPPING PROGRAM

Sheet 31IB

Aerial Photography and Orthophoto Mapping Prepared by:

Westinghouse Landmark GIS, Inc.

A DIVISION OF WESTINGHOUSE ELECTRONIC SYSTEMS GROUP

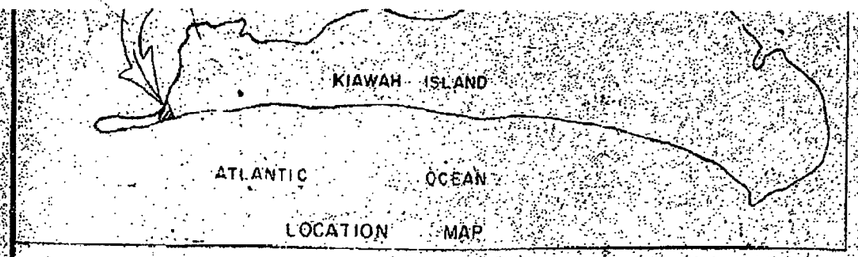
Date of Photography: July 15, 1993

Graphic Scale: 1" = 100'

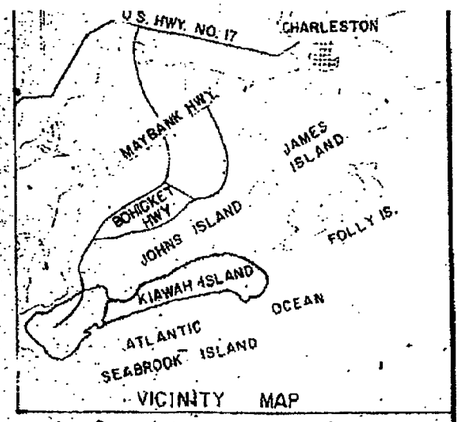
This Map Complies with South Carolina and National Map Accuracy Standards.

Grid System based on South Carolina State Plane Coordinate System (International Feet) 1983 North American Datum

Grid North



APPROVED FINAL PLAT
CLERK, CHARLESTON COUNTY COUNCIL
DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD
DATE: March 15, 1977
#5463-K (Sheet 2 of 2)



Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 17th day of March 19 77 at 4:40 o'clock in Plat Book 77 Page 13 and tracing cloth copy filed in Files Drawer 2 Folder 12 Drawing No. Original plat (or blueprint) delivered
CHARLESTON COUNTY PLANNING BOARD

Register Mesne Conveyance

KIAWAH CREEK

5' MSL

KIAWAH ISLAND COMPANY, INC.

2.18 ACRES

275438.0000
2267563.500

N 16° 48' 51" E 395.93'

S 16° 48' 51" W 28.51'

N 72° 32' 12" W 78.31'

S 16° 48' 51" W 96.43'

CURVE DATA
Δ = 67° 03' 18"
R = 62.00'
L = 72.56'
C = 68.49'
CH BRG S 50° 20' 30" W

N 16° 48' 51" E 90.57'

CURVE DATA
Δ = 67° 03' 18"
R = 12.00'
L = 14.04'
C = 13.25'
CH BRG = S 57° 20' 30" W

S 16° 48' 51" W 15.00'

N 72° 32' 12" W 135.00'

N 16° 48' 51" E 150.00'

S 72° 32' 12" E 135.00'

S 16° 48' 51" W 15.00'

20' ACCESS EASEMENT

10' ACCESS EASEMENT

BOARDWALK & FACILITIES

N 73° 28' 53" W 35'

S 85° 31' 21" W 82.77'

S 40° 16' 53" E 89.45'

S 06° 37' 51" E 63.47'

50.0'

112.97'

S 14° 51' 23" W 56.68'

S 12° 18' 40" E 99.82'

99.26' ARC

47.16'

S 12° 18' 40" E 52.00'

CURVE DATA
Δ = 27° 10' 01"
R = 209.34'
L = 99.26'
C = 98.33'
CH. BRG. S01° 16' 17" W

CURVE DATA
Δ = 12° 01' 19"
R = 164.85'
L = 34.59'
C = 34.53'
CH BRG S 06° 18' 00" E

CURVE DATA
Δ = 25° 18' 51"
R = 68.86'
L = 30.42'
C = 30.16'
CH BRG N 01° 32' 05" E

CURVE DATA
Δ = 12° 01' 19"
R = 214.85'
L = 45.08'
C = 45.00'
CH BRG S 06° 18' 00" E

N 16° 37' 19" W 150.00'

N 76° 54' 06" E 73.69'

N 12° 08' 45" W 150.00'

ARC 60.22'

CURVE DATA
Δ = 78° 49' 14"
R = 43.77'
L = 60.22'
C = 55.58'
CH BRG N 27° 15' 20" E

N 66° 40' 18" E 81.61'

12" PINE TREE

PAVEMENT

ARC 51.77'

CURVE DATA
Δ = 12° 01' 19"
R = 247.85'
L = 52.02'
C = 51.93'
CH BRG S 06° 18' 00" E

CURVE DATA
Δ = 6° 56' 30"
R = 237.95'
L = 28.74'
C = 28.80'
CH BRG S 30° 40' 30" W

KIAWAH ISLAND COMPANY, INC.

SEE PLAT OF BEACHWALKER ROAD - SHEET 1 OF 2

LINE A

BEACHWALKER ROAD

S 89° 42' 39" W 3.10'

S 89° 42' 39" W 7.00'

3510.44' TO E OF KIAWAH PARKWAY, THEN 3603.00' TO E OF BOHICKET ROAD

MATCH

2758797.140
2267607.861

SCALE
40' 0 40' 80'

CURVE DATA
Δ = 61° 56' 30"
R = 52.85'
L = 170.99'
C = 162.47'
CH BRG N 30° 40' 30" W

CURVE DATA
Δ = 73° 57' 41"
R = 189.85'
L = 245.08'
C = 228.42'
CH BRG S 26° 40' 41" W

NOTES

1. ALL ELEVATIONS BASED ON M.S.L.
2. THE APPROVAL OF THIS PLAT DOES NOT OBLIGATE THE COUNTY OF CHARLESTON IN ANY WAY TO ACCEPT FOR MAINTENANCE, ANY OF THE ROADS OR EASEMENTS SHOWN HERE ON.
3. ALL PROPERTY SURVEYED ON THIS PLAT IS ABOVE 5' M.S.L.
4. COORDINATE DATA BASED ON SOUTH CAROLINA STATE PLANE COORDINATE GRID SYSTEM.
5. STATE PLANE COORDINATES ARE BASED ON CONTROL MONUMENTS SET BY DAVIS & FLOYD ENGINEERS, CHARLESTON, S.C.

LEGEND

⊡ 3" x 4" x 36" CONCRETE MONUMENT WITH BRASS PIN

PROPERTY LINE

A. [illegible] EASEMENT

COASTAL SURVEYING CO., INC.
167 EAST BAY STREET
CHARLESTON, S.C.

I, JERRY LEE RICHARDSON, A REGISTERED SURVEYOR OF THE STATE OF SOUTH CAROLINA DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON AND THAT THIS PLAT SHOWS THE TRUE DIMENSIONS OF THE PROPERTY AND THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THE PRECISION IS +-1/8000

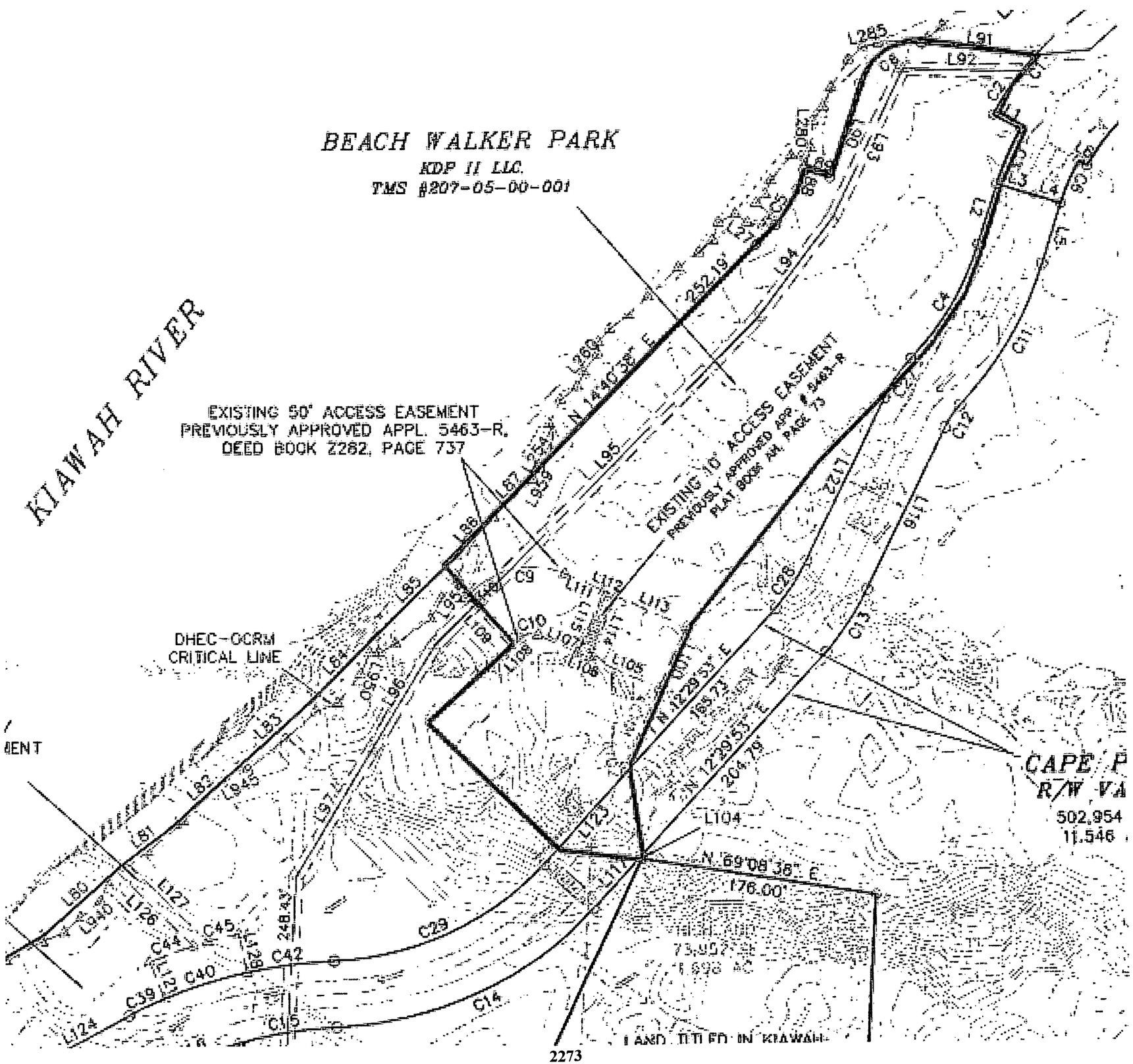
LOCATED ON
KIAWAH ISLAND,
CHARLESTON CO.
SOUTH CAROLINA.
OWNED BY
KIAWAH ISLAND
COMPANY, INC.
67 BROAD STREET
CHARLESTON, S.C.
29401

TOTAL ACREAGE		
REG. LOTS	0.00	AC.
PATIO LOTS	0.00	AC.
ROADS	6.05	AC.
OTHER	2.18	AC.
TOTAL	8.23	AC.

CO	PROJ	TYPE	NO	REV

SCALE: 1"=40'
DATE FEBRUARY 12, 1976
FIELD CK. [illegible]
OFFICE CK. [illegible]
JOB NO. CH-233

REVISIONS:
MARCH 17, 1976
JULY 22, 1976


BEACH WALKER PARK
KDP II LLC.
TMS #207-05-00-001
KIAWAH RIVER
EXISTING 50' ACCESS EASEMENT
PREVIOUSLY APPROVED APPL. 5463-R,
DEED BOOK 2282, PAGE 737
EXISTING 10' ACCESS EASEMENT
PREVIOUSLY APPROVED APP. # 5463-R
PLAT BOOK AM, PAGE 73
DHEC-OCRM
CRITICAL LINE
L260
N 14°40'38" E
252.19'
L94
L95
L96
L97
L98
L99
L100
L101
L102
L103
L104
L105
L106
L107
L108
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L133

-----**Original Message**-----
From: Amy Armstrong [mailto:amy@scelp.org]
Sent: Thursday, October 31, 2013 7:01 PM
To: master@charlestoncounty.org
Cc: EllisL@hvlawsc.com; Allie Jett; jessie@scelp.org
Subject: KRA v. KICA; Case No. 2013-CP-10-01225; Proposed Order

Dear Judge Scarborough:

I am attaching a proposed order granting intervention in the above-referenced case. I'm attaching the document in both wordperfect and pdf. Please let me know if you need another format or if you would like a hard copy.

I understood from your ruling that you were granting intervention pursuant to Rule 24(b), permissive intervention; however, I also included an analysis under Rule 24(a), intervention as of right. The reason I included the 24(a) analysis is because the intervention as of right standard specifically addresses whether a party's interests are being adequately represented by other parties. In light of your statement noting that there are three distinct positions at issue, that seemed to have most applicability to the intervention of right/adequacy of representation issue. If you would like us to revise the proposed order, I will be glad to do so.

Thank you,
Amy

--
Amy E. Armstrong
S.C. Environmental Law Project
P.O. Box 1380
Pawleys Island, SC 29585
Phone: (843) 527-0078
FAX: (843) 527-0540
amy@scelp.org

STATE OF SOUTH CAROLINA	)	BEFORE THE MASTER-IN-EQUITY
	)	
COUNTY OF CHARLESTON	)	MIKELL R. SCARBOROUGH
	)	
Kiawah Resort Associates, L.P., a Delaware Limited Partnership,	)	C/A No. 2013-CP-10-01225
	)	
Plaintiff,	)	**ORDER GRANTING INTERVENTION**
	)	
vs.	)	
	)	
Kiawah Island Community Association, Inc., a South Carolina Not-for-Profit Corporation,	)	
	)	
Defendant.	)	

This matter comes before me on Proposed Intervenors Inlet Cove Club Homeowners Association ("Inlet Cove") and Kiawah Property Owners Group's ("KPOG") Motion to Intervene. Upon hearing held October 28, 2013, wherein counsel for all parties were present, and pursuant to SCRCP Rule 24, Inlet Cove and KPOG's Motion to Intervene is granted based on the following:

FACTUAL BACKGROUND

In 1994, Kiawah Resort Associates, L.P. ("KRA") entered into a Development Agreement (the "1994 Agreement") with the Town of Kiawah Island (the "Town") that required, in part, that KRA convey what was described as a 10 mile strip of beachfront property (the "Beachfront Strip") to Kiawah Island Community Association, Inc. ("KICA") as Common Property. The 1994 Agreement further required that KRA commit the tract of land known as Captain Sam's Spit to permanent reservation as an open space, nature study or park and that KRA convey Captain Sam's Spit to KICA by January 1, 2008. Under KICA's Declaration of Covenants and Restrictions, as amended ("KICA Covenants"), which govern the rights and responsibilities of KICA and its members, "Common Properties" are "to be devoted to and intended for the common use and

enjoyment of the owners, residents, and their guests." In December, 1995, KRA deeded the Beachfront Strip to KICA as Common Property, subject to all applicable covenants, conditions, restrictions and easements of record as of the 1994 Agreement, and subject further to the covenant, condition and restriction that the Property shall be maintained and utilized as a Common Property.

In prescribing the duties of KICA as well as the rights of its members, the KICA Covenants state that all members and their guests "shall have a right of easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every" parcel. The KICA Covenants further state that the members' rights and easements of enjoyment in Common Properties are subject to KICA's right to convey Common Property, but that any such conveyance of Common Property by KICA would require an affirmative vote by three-fourths (3/4) of its members to be effective.

In October, 2005, KRA and the Town entered into a second Development Agreement (the "2005 Agreement"), which replaced the 1994 Agreement and granted KRA development rights on Captain Sam's Spit. In 2007, KRA claimed there was an error in the property description of the Beachfront Strip, claiming that a 4.62 acre parcel was mistakenly conveyed to KICA with the Beachfront Strip. KRA requested that KICA issue a "corrective quit-claim deed" conveying title to the 4.62 acre parcel to KRA. However, KICA's Board of Directors declined KRA's request and the matter was not presented to membership for a vote. Accordingly, KRA filed a Summons and Complaint on March 1, 2013, asserting that it is entitled to a declaration that the 4.62 acre parcel was included and conveyed with the Beachfront Strip by mutual mistake and judicial reformation of the deed conveying the Beachfront Strip to KICA to remove the 4.62 acre parcel, or alternatively, to an order of specific performance requiring that KICA deed the 4.62 acre parcel to KRA. On May 8,

2013, KICA filed an Answer and Counterclaim denying that KRA is entitled to the relief sought in the Complaint and stating, in part, that it "is uncertain and insecure with respect to its rights to transfer the [4.62 acre parcel] to KRA" and requesting that this Court "declare its rights by determining whether the [4.62 acre parcel] is Common Property."

KICA is the principal property owners' association that all property owners on Kiawah Island become members of upon purchase of their property. Therefore, all members of Inlet Cove and KPOG are also members of KICA. Inlet Cove is a separate property owners' association specifically for the Inlet Cove neighborhood, consisting of 108 parcels on 12.73 acres of land lying and situate with the Kiawah River along its western boundary, the Beachwalker Road along its eastern boundary, and the Beachwalker Park along its southern boundary. Members of Inlet Cove independently own by deed elevated cottages as well as the land on which they sit, and jointly own the common areas within the Inlet Cove neighborhood. KPOG is an independent property owners' advocacy organization. Since its formation in 1981, KPOG has provided property owners with information about Kiawah and about plans and activities that will impact the Kiawah property owner. KPOG's mission is to identify, examine, and communicate issues of significance to Kiawah Island property owners, and advocate on their behalf. KPOG acts to: represent the combined interests of membership on issues that may affect the fundamental character of Kiawah Island; support the preservation of the natural resources and beauty of Kiawah Island and appropriate environmental conservation policies and/or methods; work with local government units in support of property owners' shared perspectives, concerns and investments; and foster and support economic growth that is consistent with the preservation of the natural beauty of Kiawah Island and the quality of life which forms the basis for members' original and continuing attraction to Kiawah Island.

On May 29, 2013, Inlet Cove and KPOG filed a Motion to Intervene in the action brought by KRA based on easement rights of their members and the accompanying interests in aesthetic and recreational use and enjoyment of the subject 4.62 acres as Common Property. Moreover, Inlet Cove and KPOG sought to intervene on the basis that their interests would not be adequately represented in their absence.

LEGAL STANDARD

The South Carolina Rules of Civil Procedure (SCRCP) provide for intervention as of right and permissive intervention. Intervention of right is governed by SCRCP Rule 24(a), which provides for intervention:

> "(1) when a statute confers an unconditional right to intervene; or (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and he is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest, unless the applicant's interest is adequately represented by existing parties."

Permissive intervention is governed by SCRCP Rule 24(b), which provides for intervention: "(1) when a statute confers a conditional right to intervene; or (2) when an applicant's claim or defense and the main action have a question of law or fact in common."

"We interpret the rules to permit liberal intervention particularly where, as here, judicial economy will be promoted by the declaration of the rights of all parties who may be affected." Berkeley Electric v. Town of Mt. Pleasant, 302 S.C. 186, 189, 394 S.E.2d 712, 714 (1990).

Intervention as of Right

"Intervention of right requires a direct, substantial, legally protectable interest in the proceedings." Ex Parte Reichlyn: In Re: SCDHEC v. Columbia Organic Chemical Co., Inc., 310 S.C. 495, 499, 427 S.E.2d 661, 664 (1993). An interest in the use and enjoyment of property is a

cognizable, legally protected interest. S.C. Wildlife Federation v. S.C. Coastal Council, 296 S.C. 187, 190, 371 S.E.2d 521, 523 (1988); Ogburn-Matthews v. Loblolly Partners (Ricefields Subdivision), 332 S.C. 551, 505 S.E.2d 598 (Ct. App.1998) (rev'd on other grounds). "An organization has standing only if it alleges that it or its members will suffer an individualized injury;" Hill v. SCDHEC, 389 S.C. 1, 23, 698 S.E.2d 612, 624 (2010), and South Carolina courts recognize injuries stemming from an aesthetic interest in viewing private property notwithstanding ownership or control over that property. S.C. Wildlife Federation, 296 S.C. 187, 190, 371 S.E.2d 521, 523 (1988); Ogburn-Matthews, 332 S.C. 551, 505 S.E.2d 598 (Ct. App.1998). If there is a protected interest at stake, the next question is whether that interest is being adequately represented by existing parties.

"The burden of demonstrating inadequacy of representation is on the applicant. This burden is minimal and the applicant need only show that the representation of his interests "may be" inadequate." Berkeley Electric, 302 S.C. 186, 191, 394 S.E.2d 712, 715 (1990) (internal citations omitted); see also NRDC v. U.S. Nuclear Reg. Comm'n, 578 F.2d 1341, 1346 (10th Cir. 1978) (the possibility of divergence of interest need not be great in order to satisfy the burden). The South Carolina Supreme Court has adopted the Sagebrush test for determining if an existing party adequately represents the interests of the intervention applicant, which considers the following factors: (1) whether the existing parties will undoubtedly make all the same arguments as proposed intervenor; (2) whether the existing parties are capable and willing to make such arguments; and (3) whether proposed intervenor offers different knowledge, experience or perspective on the proceedings that would otherwise be absent. Berkeley Electric at 191, 394 S.E.2d at 715. A presumption of adequate representation arises when a proposed intervenor and existing party have

the same ultimate objective in a case; however, this presumption is rebutted where the existing party is the government or governing body obligated to represent the public interest which may differ from the particular interests of proposed intervenor. Utah Ass'n of Counties v. Clinton, 255 F.3d 1246, 1255-56 (10th Cir. 2001); see also In re Sierra Club, 945 F.2d 776, 779-80 (4th Cir. 1991) (although would-be intervenor and government entity share objectives, entity not adequate representative due to obligation to represent interests of general public including those with conflicting views).

Permissive Intervention

"Rule 24(b) intervention is premised upon the theory that when claims or defenses have a question of law or fact common to each other, sound administrative procedures encourage the disposition of all of the claims or defenses in one action rather than a multiplicity of actions." S.C. Tax Commission v. Union City Treasurer, 295 S.C. 257, 263, 368 S.E.2d 72, 75 (Ct. App. 1988).

DISCUSSION

Inlet Cove and KPOG filed the Motion to Intervene pursuant to SCRCP Rule 24(a)(2) asserting a distinct interest in the property that is the subject of the action, which is not adequately represented by an existing party. Alternatively, Inlet Cove and KPOG assert permissive intervention pursuant to SCRCP Rule 24(b) in light of common questions of fact or law between their claims and defenses and those of the main action.

Inlet Cove was organized and exists to provide a sense of shared community values among its members and to ensure that these values remain protected. Inlet Cove is comprised of many lifelong South Carolina residents, some of whom permanently reside in the Inlet Cove neighborhood, as well as homeowners who maintain their properties for seasonal or periodic uses. Inlet Cove's natural beauty and accessibility to passive recreational activities not only evidences its

desirability, but also constitutes the core values that it serves to protect. Inlet Cove is in very close proximity to the 4.62 acres in dispute, its member use and enjoy this property for its aesthetic qualities and for viewing wildlife. KPOG was organized and exists to provide information and awareness to Kiawah Island property owners regarding issues of shared concern that may impact the community. KPOG actively advocates for the protection of Kiawah Island's extraordinary character and beauty as well as the quality of life of Kiawah Island's property owners. KPOG promotes the preservation of Kiawah Island's natural resources as an important link to the maintenance of the fundamental character of Kiawah Island and seeks to ensure that growth and development on Kiawah Island remain consistent with such preservation.

Like all property owners on Kiawah, Inlet Cove and KPOG's members are members of KICA. By virtue of the KICA Covenants, Inlet Cove and KPOG hold property rights in the access, use and enjoyment of Common Property, including the subject 4.62 acre parcel. Moreover, Inlet Cove and KPOG assert distinct interests arising from their property rights in their commitment to the preservation of aesthetic and recreational values in the natural environment for the benefit of Kiawah residents and homeowners. Inlet Cove also asserts a particularly acute interest in the 4.62 acres due to its close proximity to that parcel, to the Beachfront Strip and to Captain Sam's Spit. Inlet Cove and KPOG claim that their members' quality of life and aesthetic and recreational use and enjoyment of the 4.62 acres will be directly and adversely impacted by the outcome of this litigation.

A proposed intervenor must only claim an interest *"relating* to the property or transaction which is the subject of the action" under SCRCP Rule 24(a)(2). Here, Inlet Cove and KPOG's interests are two-fold. First, as members of KICA, they share easement rights in property held as

Common Property under KICA's Covenants. Second, Inlet Cove and KPOG hold aesthetic and recreational interests in viewing, using and enjoying the 4.62 acres and surrounding wildlife in its natural state. Our courts have recognized that aesthetic interests provide a basis for challenging an activity. In Friends of the Earth v. Laidlaw Environmental Services (TOC), Inc., 528 U.S. 167, 120 S. Ct. 693, 145 L.Ed.2d 610 (2000), the United States Supreme Court reaffirmed the long-standing principle that aesthetic and recreational interests can provide the basis for standing: "We have held that environmental plaintiffs adequately allege injury in fact when they aver that they use the affected area and are persons 'for whom the aesthetic and recreational values of the area will be lessened' by the challenged activity." 528 U.S. 167, 183, citing Sierra Club v. Morton, supra., and Lujan v. Defenders of Wildlife ("Of course, the desire to use or observe an animal species, even for purely aesthetic purposes, is undeniably a cognizable interest for the purposes of standing."). This principle was specifically reaffirmed by the South Carolina Supreme Court in Sea Pines Ass'n for Protection of Wildlife, Inc. v. S.C. Dept. of Natural Resources, 345 S.C. 594, 601-602, 550 S.E.2d 287, 291-292 (2001); see also S.C. Wildlife Federation and Ogburn-Matthews, supra. Therefore, Inlet Cove and KPOG claim they sufficient alleged distinct interests in the 4.62 acre parcel of property.

Inlet Cove and KPOG meet the minimal burden of showing impairment of their interest under SCRCP Rule 24(a)(2) by alleging that "their commitment to preserving the aesthetic and recreational values of the natural environment and the quality of [their] life . . . will be substantially impaired without their direct participation in this matter."

Inlet Cove and KPOG allege that their interests will not be adequately represented by KICA. Specifically, KRA claims a mutual mistake in the transfer of 4.62 acres of Common Property entitles

it t deed reformation. KICA has no position on the intentions of the parties or whether there was a unilateral or mutual mistake in the property transfer, asserting that it is merely a beneficiary of the development agreement. Inlet Cove and KPOG claim that any mistake is unilateral, that the parties intended to transfer the 4.62 acres as Common Property, and that KRA is not entitled to deed reformation. Clearly, neither KRA nor KICA will represent Inlet Cove and KPOG's position as to the intention of the parties or whether there was a mistake. Further, Inlet Cove member Sophia McAllister affirmed by affidavit that the 4.62 acre parcel is clearly a valuable financial asset to KICA, and also that it is critically important as a Common Property asset to Kiawah Island residents, such as Inlet Cove and KPOG. Ms. McAllister also testified to the fact that KICA directly communicated to its membership that "it is pleased to see this matter [regarding the 4.62 acre parcel] resolved through the legal process" but that members should not inquire further for it "will refrain from further comment until the matter is resolved." For these reasons, Inlet Cove and KPOG have established that there exists a reasonable concern that their interests in protecting the 4.62 acre parcel for aesthetic and recreational use and enjoyment as Common Property will not be adequately represented by KICA.

Additionally, Inlet Cove and KPOG have established that KICA will not "undoubtedly" make all the same arguments as proposed intervenors in protecting their interest because KICA is not taking a position on the intention of the parties or whether there was a mutual mistake in transferring the 4.62 acres.

I therefore conclude that Inlet Cove and KPOG meet the test for intervention as of right.

In the alternative, Inlet Cove and KPOG also meet the test for permissive intervention under SCRCP Rule 24(b).

KRA argues that intervention should be denied because it claims this matter entails a mere scrivener's error in the legal description of the deed conveying the Beachfront Strip to KICA, which inadvertently included the 4.62 acre parcel as Common Property. KRA argues there was a mutual mistake on the part of both parties to the 1994 Agreement, and since neither Inlet Cove nor KPOG are signatories to the 1994 Agreement or owners of the 4.62 acre parcel, they should not be permitted to intervene.

KICA argues in opposition of intervention claiming that Inlet Cove and KPOG do not possess distinct interests in the 4.62 acre parcel and that it is capable of adequately representing the interests of Inlet Cove and KPOG as well as all of its members in this dispute. Additionally, as a third-party beneficiary to the 1994 Agreement, KICA disclaims any intention as to whether the 4.62 acre parcel was to be conveyed and maintained as Common Property.

Inlet Cove and KPOG emphatically argue that the 4.62 acre parcel was intentionally conveyed as Common Property to KICA and should be preserved as Common Property for the use and enjoyment of KICA membership unless and until an affirmative majority of membership votes to convey the property for some other purpose.

Therefore, this Court perceives three separate and distinct positions with regard to the 4.62 acre parcel of property that is the subject of this action. Inlet Cove and KPOG clearly assert claims or defenses with questions of law or fact in common with those asserted by KRA and KICA in satisfaction of requisite showing for permissive intervention pursuant to SCRCP Rule 24(b).

Therefore, Inlet Cove and KPOG sufficiently demonstrated to this Court that they should be permitted to intervene under the standards set forth in SCRCP Rule 24. Furthermore, having fully considered the motion, the relevant legal authorities, and the arguments of counsel,

IT IS HEREBY ORDERED that Proposed Intervenors Inlet Cove Club Homeowners Association and Kiawah Property Owners Group's Motion to Intervene is **GRANTED**

AND IT IS SO ORDERED.

Mikell R. Scarborough
Master-In-Equity

November ___, 2013

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November 5, 2013

VIA ELECTRONIC MAIL

The Honorable Mikell R. Scarborough
Master-in-Equity
Charleston County Judicial Center
100 Broad Street, Suite 266
Charleston, SC 29401

Re: *Kiawah Resort Associates, L.P. vs. Kiawah Island Community Association, Inc., et al.*, Case No.: 2013-CP-10-1225

Dear Judge Scarborough:

This letter relates to the Order Granting Intervention in this case, which was submitted by counsel for the Intervenors during the evening hours of October 31, 2013 and signed by the Court on November 1, 2013.

I wanted to ask if the Court could confirm by way of letter or email to counsel that its findings in the Order Granting Intervention relate solely to the granting of the Motion for Intervention and are not binding on, or conclusive of, any issue to be tried on the merits, including legal standing, and furthermore that all findings of the Court on the merits will be based upon the evidence presented at trial.

My intention was to request that Ms. Armstrong's proposed order be modified to include a statement to this effect. However, through communications with Ms. Clark on November 1, 2013, I learned that the Order Granting Intervention had already been signed.

Your assistance and consideration in this matter is greatly appreciated.

With best regards,

Ellis R. Lesemann

ERL/ajs

cc: Amy Armstrong, Esquire
Allison C. Jett, Esquire

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	)	BEFORE THE MASTER-IN-EQUITY MIKELL R. SCARBOROUGH
KIAWAH RESORT ASSOCIATES, L.P., a Delaware Limited Partnership, and KDP II LLC, a South Carolina Limited Liability Company, Plaintiffs, vs. KIAWAH ISLAND COMMUNITY ASSOCIATION, INC., a South Carolina Not-for-Profit Corporation, Defendant, vs. INLET COVE HOMEOWNERS ASSOCIATION, INC., a South Carolina Not-For Profit Corporation, and KIAWAH ISLAND PROPERTY OWNERS GROUP, an unincorporated association. Intervenors.	)	Case No. 2013-CP-10-1225 **ORDER AND FINAL JUDGMENT**

In this action, Plaintiffs Kiawah Resort Associates, L.P. ("KRA") and KDP II LLC ("KDP II")[1] assert equitable claims for declaratory judgment, reformation of deed, and specific performance against Defendant Kiawah Island Community Association, Inc. ("KICA").[2] In its Answer, KICA asserted a counterclaim for declaratory judgment. After the parties conducted

[1] KRA and KDP II, KRA's assignee with regard to the Additional Land as the current owner of the surrounding property, will be referred to collectively as "KRA" for sake of efficiency and ease of reference.

[2] On May 10, 2013, the Inlet Cove Homeowners Association, Inc. ("Inlet Cove") and Kiawah Island Property Owners Group ("KPOG") filed a Motion to Intervene in this action. The Court granted the Motion on October 31, 2013.

discovery, the Court conducted a final hearing on the merits on December 9 and 11, 2013. After having considered the evidence, the submissions of counsel, and the applicable law, the Court enters judgment in favor of Plaintiffs consistent with the findings of fact and conclusions of law that are set forth below, and shall execute a Corrective Master's Deed implementing the relief sought.

FINDINGS OF FACT

This dispute arises from a transfer of property made pursuant and subsequent to the execution of the September 26, 1994 Development Agreement (the "1994 Development Agreement") between KRA and the Town of Kiawah Island (the "Town"), recorded on September 30, 1994, in Book J248, page 001, in the R.M.C. Office for Charleston County, S.C. ("R.M.C. Office").[3] KRA, a principal owner and the developer of land on Kiawah Island, had acquired substantial undeveloped lands, assets, and resort amenities from the Kuwaiti-owned Kiawah Island Company in 1988. The purpose of the 1994 Development Agreement was to create an enforceable contract between the Town and KRA with respect to the zoning, development, and entitlement rights relating to the undeveloped lands that KRA had acquired in 1988. KICA was not a party to the 1994 Development Agreement. However, in exchange for certain rights and obligations agreed to by the Town and KRA, KRA agreed to the transfer of several specific parcels to KICA, a non-profit corporation that serves as the property owners' association for all owners of property located within the Town of Kiawah Island, South Carolina. It is thus the steward of common properties, such as roads and beachfront areas, conveyed it by the developer, KRA.

[3] The 1994 Development Agreement, covering three volumes, was admitted into evidence in this case as Pl. Exh. 5. The 1994 Development Agreement was the second comprehensive development agreement ever adopted in South Carolina. KRA is with related entities denominated ad the "Property Owner" in the 1994 Development Agreement.

A. *The Beachfront Strip.*

Section 16(b) was the portion of the 1994 Development Agreement where KRA agreed to transfer the Beachfront Strip, which was described as a "10-Mile Strip of Beachfront Property.[4]" *See* Development Agreement, Pl. Exh. 5, Section 16(b), at 42. The transfer to KICA was to occur on or before January 1, 1996. The 1994 Development Agreement included the following written description of the intended Beachfront Strip:

> It is understood and agreed that there is a strip of scenic dunes and high land owned primarily by the Property Owner (some of which is encumbered by the General Covenants, certain view and access easements and other agreements of record) which extends along the Kiawah Island beachfront for approximately 10 miles **as generally depicted on Exhibit 16.2**. This strip of high land varies in width, but often is 200' to 300' wide and is generally seaward of most residential, resort, or commercial property lines. It generally comprises the area of land abutting most seaward platted residential Lot lines and the mean high water mark of the Atlantic Ocean.

Id. (emphasis added). Exhibit 16.2 to the 1994 Development Agreement is a graphical depiction of the Beachfront Strip depicting the noted "general" boundaries and location of the Beachfront Strip (i.e., dunes between seaward lot lines and the mean high water mark). Both parties to the 1994 Development Agreement initialed Exhibit 16.2.[5]

Exhibit 16.2 depicts the Beachfront Strip by using black and white diagonal hatchmarks, which cease at the eastern boundary of Parcel 13, indicating the western terminus or boundary of the Beachfront Strip. Specifically, the western boundary line of the Beachfront Strip starts at the southwestern corner of the parcel containing the Duneside Villas and then runs along the eastern

[4] Kiawah Island runs east-west and the Atlantic Ocean is on the southern boundary for approximately ten miles of shoreline.

[5] Mayor Mary D. "Lib" Melvin ("Mayor Melvin") signed the 1994 Development Agreement on behalf of the Town. Charles S. Way, Jr., signed on behalf of KRA.

boundary of Parcel 13 until it reaches mean high water mark of the Atlantic Ocean.[6] Parcel 13 is adjacent and to the immediate west of the Beachfront Strip. Through this diagram, the specific location of the western boundary of the Beachfront Strip can be determined.

The description of the Beachfront Strip in Exhibit 16.2 also provides that the Beachfront Strip "generally comprises the area of land abutting most seaward platted residential Lot lines and the mean high water mark of the Atlantic Ocean." *See* Development Agreement, Pl Exh. 5, Section 16(b), at p. 42. The westernmost seaward platted residential Lot lines existing in 1994 were those for the Duneside Villas. Consistent with the description and the intent of the parties to the 1994 Development Agreement, Exhibit 16.2 indicated that the Beachfront Strip terminated at the westernmost point of the seaward residential lot lines of the Duneside Villas. Trial Transcript ("Tr.") at 52:11-53-18. Exhibit 16.2 does *not* show that the Beachfront Strip resumes to the west of Parcel 13, but rather shows that it terminates to the east of Parcel 13.

The graphic depiction on Exhibit 16.2 was therefore consistent with the intent of the parties regarding the location and western boundary of the Beachfront Strip that was presented at the hearing. Tr. at 53:11-53:17; 132:17-21; 184:11-23; 196:7-18; 231:7-20 and 391:24-392:14. Neither KICA nor the Intervenors presented any witnesses who testified that KICA, or the Town, had some contrary intent.[7] Further, through consistent testimony from several witnesses called by KRA, the depiction of the Beachfront Strip in Exhibit 16.2 was no accident. It was

[6] This is the 19.5-acre parcel identified as Parcel No. 13 in the 1994 Development Agreement and often referred to as the "Beachwalker Ocean Parcel." The Employee Facility Tract, which is a portion of Parcel 13 for purposes of the 1994 Development Agreement (Tr. at 111:13-17), is several hundred feet to the west of the point where the Beachfront Strip, as depicted on Exhibit 16.2, ends.

[7] The sole trial witness called by KICA, Tammy McAdory ("McAdory"), confirmed that she did not contest or challenge the testimony of Mark Permar ("Permar"), Leonard L. Long, Jr. ("Long")., Patrick W. McKinney ("McKinney), or Townsend P. Clarkson ("Clarkson") relating to the intent of KICA as it relates to the Beachfront Strip. Tr. at 446:6-14. McAdory is a long-standing employee of KICA and from 1989 to 1996 served as the Assistant to the General Manager. Each witness called by Intervenors conceded that he or she had no independent knowledge or evidence of the relevant intent of the Town, KRA, or KICA. Tr. 515:8-13; 538:8-12; 562:3-8; and 594:11-22.

specifically discussed, corrected and confirmed prior to execution of the Development Agreement. Tr. at 40:4-24 and 49:13-53:21. Importantly, the underlying purpose and intent of KRA's transfer of the Beachfront Strip was not to grant KICA any of its developable oceanfront property, but merely the *undevelopable strip* of dune fields that were seaward of oceanfront properties already sold to third parties. Tr. at 51:14-22; 127:25-4; and 185:10-21. The underlying objective was to avoid a possible recurrence of the situation that had arisen years before on the Isle of Palms when, owing to significant accretion, additional buildable oceanfront home sites were created and developed that were seaward of existing properties that had previously been beachfront properties. Tr. at 128:5-11; 182:5-25 and 232:5-18.

The conveyance by KRA of the intended Beachfront Strip, as depicted on Exhibit 16.2, would have accomplished this objective as the Beachfront Strip would run from the eastern tip of Kiawah Island all the way to the point that was seaward of the westernmost property that had been sold as beachfront property to third parties, i.e., the Duneside Villas. Tr. at 53:7-18; 184:11-185:21 and 231:1-231:15. The parties did not intend what occurred – for the Beachfront Strip property description in the Quitclaim Deed to extend westward through or in front of Parcels 12 and 13, which are to the west of the Duneside Villas (Tr. at 128:15-129:2). Parcels 12 and 13 were still owned by the Developer, had not been sold to third parties, and were "particularly valuable" based on their location and the development rights that the Town had granted in the 1994 Development Agreement for these parcels. Tr. at 128:21-129:2; 186:5-14 and 188:9-11. For this reason, the Beachfront Strip as depicted on Exhibit 16.2 ended at the eastern boundary of Parcel 13. Based on the consistent testimony of the witnesses who were directly involved back in 1994 on behalf of the Town,[8] KRA or KICA, this is where the

[8] Dennis J. Rhoad ("Rhoad") has served as the Town Attorney for Kiawah from 1998 to 2002 and from 2003 through the present, and was serving in this capacity when the 1994 Development Agreement

Beachfront Strip was intended to end. Tr. at 53:11-17; 132:17-21; 184:15-23; 236:9-14; 388:23-389:9. The testimony provided on this was clear, as neither KICA nor the Intervenors called any witness who testified that Exhibit 16.2 did not reflect the intended western boundary of the Beachfront Strip.

B. *Preparation of the Agreement for Conveyance and Quitclaim Deed.*

In connection with the execution of the 1994 Development Agreement, the various quitclaim deeds that would accomplish the intended transfers by KRA to KICA, and the property descriptions therein, were prepared by Beth Nimmons. Tr. at 332:5-19. In 1994, Nimmons, who is now employed by a KRA affiliate, worked for Thomas Buist, a Charleston attorney who then served as outside real estate counsel for KRA. Nimmons was not involved in the preparation of the body of the 1994 Development Agreement or Exhibit 16.2, but was tasked with preparing the Agreement for Conveyance of Properties on Kiawah Island, SC (the "Agreement for Conveyance") and all related deeds, including the Quitclaim Deed for the Beachfront Strip for review by Mr. Buist. Tr. at 333:2-11.

The Agreement for Conveyance, which specifically references and incorporates the 1994 Development Agreement, was signed by KRA and KICA because KICA was not a signatory to the 1994 Development Agreement. KICA, however, sought to have the Beachfront Strip obligation be enforceable by it and not merely the Town. All agreed to that. The Agreement for

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was negotiated and executed. Mr. Rhoad testified that the Town and KRA "never intended" the Beachfront Strip to include any developable property, but rather just the "undevelopable" 10-mile strip. Tr. at 128:3-4; 131:19-21. Mr. Rhoad confirmed that the Town did not intend for the Additional Land, as outlined in red on Pl. Exh. 29, to be part of the Beachfront Strip. Tr. at 163:8-13. Although some emphasis was given by Intervenors to the Fifth Amendment to the Development Agreement (Interv. Exh. 8), there is nothing in that document that is contrary to the testimony of the Town's intent regarding the Beachfront Strip that was provided by the witnesses and as manifested by Exhibit 16.2 to the 1994 Development Agreement.

Conveyance provides that the 1994 Development Agreement is a preceding, or "antecedent," agreement that the Agreement for Conveyance is intended to evidence according to its terms:

> WHEREAS, **under the terms of the Development Agreement**, KRA, L.P., has agreed to convey to the Kiawah Island Community Association, Inc., (the "KICA") certain properties located on Kiawah Island, S.C., prior to certain dates more particularly set forth in the Development Agreement, **the terms and provisions of which are incorporated herein by reference**;
>
> WHEREAS, **KRA, L.P., has agreed to enter into the within Agreement for Conveyance** of Properties on Kiawah Island, S.C. (the "Agreement") **to evidence its agreement to the conveyance of such properties in accordance with the terms and conditions of the Development Agreement**.

Agreement for Conveyance, Interv. Exh. 2, at p. 1 (emphasis added). In this regard, it is apparent that the Agreement for Conveyance was intended to confirm, not modify, the transfers outlined in the 1994 Development Agreement.

Although the Agreement for Conveyance was intended simply to confirm the conveyances outlined in the 1994 Development Agreement, the property description of the Beachfront Strip that Nimmons prepared and inserted into the Agreement for Conveyance was erroneous. It was inconsistent with the conveyance that was agreed upon the 1994 Development Agreement and was specifically in conflict with Exhibit 16.2, which indicated the intended western boundary. The property description that Nimmons prepared to describe the Beachfront Strip reads as follows:

> All that certain piece, parcel or strip of land, situate, lying and being in the Town of Kiawah Island, County of Charleston, South Carolina, approximately 10 miles in length, **the westernmost boundary of which being an imaginary line having as its northern terminus, a point marked by a concrete monument having State Plane Coordinates N275,327.0025/E2,267,801.5097 located at the southwesternmost corner of a 2.067 acre tract of land located at the terminus of Beachwalker Road on Kiawah Island, known generally as the "Employee Facility Tract" and as shown on a plat by Williams & Associates dated March 20, 1981, and recorded in Plat Book AS at page 85, in the R.M.C. Office for Charleston County, S.C. (the "R.M.C. Office"); thence**

> **running with said imaginary line from said point in a southerly direction S04°55'16"E to the mean high water mark of the Atlantic Ocean**; said strip of land thence extending eastwardly to an imaginary line extending due south from a point marked by a concrete monument numbered 27722 shown on Page 3 of 3 of a plat of the "Links Course Tract" by Davis & Floyd, Inc., dated February 6, 1989, and recorded in Plat Book BV at page 38, in the R.M.C. Office to the mean high water mark of the Atlantic Ocean, said strip of land varies in width, but is generally between 200' and 300' wide, and extends from the seaward boundary lines of most beachfront residential, resort and commercial properties on Kiawah Island, as shown on plats of record in the R.M.C. Office, to the mean high water mark of the Atlantic Ocean.

Agreement for Conveyance, Interv. Exh. 2, at p. 9 (emphasis added).

The 1994 Development Agreement, through its direct reference to Exhibit 16.2, graphically indicated that the Beachfront Strip would terminate at the eastern boundary of Parcel 13, not at the southwestern corner of the Employee Facility Tract. However, the property description drafted by Nimmons in the Agreement for Conveyance indicates that the Beachfront Strip would have its westernmost boundary at a line that extended in a southerly direction from a concrete marker at the southwesternmost corner of the "Employee Facility Tract." That point was several hundred feet to the west of where it should have been per Exhibit 16.2. The same inconsistent property description inserted in the Agreement for Conveyance was also inserted, by Nimmons, into the Quitclaim Deed that would convey the Beachfront Strip (the "Quitclaim Deed").

When preparing the property description for the Quitclaim Deed, Nimmons did not have a copy of Exhibit 16.2. The document was kept at Town Hall and, as indicated through the testimony of Mark Permar, was revised in order to correct an erroneous depiction of the Beachfront Strip. In order to prepare the relevant deeds, Nimmons was given a bullet list of the properties that KRA was to convey, along with verbal instructions from Mr. Leonard L. Long, Jr. ("Long") of KRA to get a description of "the beachfront strip which is everything in front of sold

lots and sold product for 10 miles." Tr. at 274:18-23. This instruction was meant to capture the underlying intent of the Beachfront Strip, which as the Town's attorney confirmed at the hearing was "to avoid a repeat of the Isle of Palms situation" but was "never intended to include any developable property." Tr. 127:25-128:4 and 230:20-25. The only description for the Beachfront Strip in the bullet list given to Nimmons read "10 mile beachfront strip of front beach dunes." Pl. Exh. 3 at 4. No plat of the ten-mile long Beachfront Strip existed. Obtaining a survey would have required substantial time and would have cost hundreds of thousands of dollars (Tr. at 230:10-15), burdens that were deemed avoidable at the time because the Beachfront Strip was to be limited only to the undevelopable dune fields in front of oceanfront lots that had already been sold to third parties.

Based on her own knowledge of Kiawah Island, but not upon specific instructions from KRA and without aid of reference to Exhibit 16.2, Nimmons decided that she would use the Employee Facility Tract in order to set the westernmost boundary of the Beachfront Strip. Tr. at 336:14-337:2. Nimmons testified that she made this decision, based on her best judgment as how to develop the property description as being between sold lots and the mean high water mark. She testified that no one ever instructed her that the southwesternmost corner of the Employee Facility Tract was to serve as the western boundary, but that she made this determination herself. Tr. at 339:10-21. Nimmons further testified that, as a result of her use of the southwest corner of the Employee Facility Tract to form the western boundary of the property description for the Beachfront Strip, the property description she prepared did not match Exhibit 16.2 and, therefore, did not reflect the intent of the parties. Tr. 340:25-341:5. Long confirmed, as did other witnesses, that Nimmons' property description did not match or implement the intent of KRA, the Town, or KICA. Tr. at 229:15-18; 392:21-25. No one contradicted this crucial evidence.

Nimmons further testified that if she had pulled all of the plats for all east to west parcels, or if she had Exhibit 16.2, or if she had seen the parcel map (Pl. Exh. 27), she would have known that she should not have used the southwesternmost corner of the Employee Facility Tract as the starting point for the western boundary of the Beachfront Strip. However, preparing the deeds was a "monumental task" as there were numerous other transfers in addition to the Beachfront Strip for which property descriptions had to prepared. Tr. at 381:3-8 and 352:15-18. The parties noted time pressures to get the process completed. Various individuals, including Long and McKinney, separately reviewed the entire 1994 Development Agreement and the numerous deeds and exhibits thereto but did not catch the Nimmons error in the Agreement for Conveyance and Quitclaim Deed. In this regard, the witnesses were not merely reviewing the single Quitclaim Deed, but rather a three-volume agreement with numerous agreements, exhibits, deed, and related documents.

On December 29, 1995, KRA executed the Quitclaim Deed that included the property description drafted by Nimmons. The Quitclaim Deed conveyed the Beachfront Strip to KICA "subject to the covenant, condition, and restriction that the Property shall be maintained and utilized as a Common Property" as defined in the KICA Declaration of Covenants and Restrictions, recorded in Book M114, Page 407 in R.M.C. Office, as amended, (the "KICA Covenants"). The tax maps and zoning maps were never modified to show the additional area mistakenly included within the property description as a separate parcel, even though it is surrounded by Parcels 12 and 13, which are owned by KRA. Tr. at 58:2-10; Interv. Exh. 8 at 3 and Pl. Exh. 33. In fact, the evidence indicated that such a parcel would not even be permissible under applicable guidelines because, standing alone, it was not contiguous to an existing platted roadway. Tr. at 66:4-9.

C. *The Additional Land.*

As a result of the incorrect property description in the Quitclaim Deed, a large area of land totaling 4.62 acres (the "Additional Land") physically disconnected from the remainder of the Beachfront Strip was transferred to KICA that is not within the depiction of the Beachfront Strip on Exhibit 16.2. Rhoad testified that neither the Town nor KRA intended for the Additional Land to be included in the Beachfront Strip, as it includes developable land. Tr. at 129:3-11 and 163:8-13. The portion of the Additional Land above the setback line could, as the testimony showed, be subdivided and sold as 2 or 3 oceanfront lots, which are developable and highly valuable. Tr. at 194-195. Even the portions that lie seaward of the State of South Carolina's beachfront setback line can, with regulatory approval, be used for pools, gazebos, decks, walkways, and similar improvements in connection with a hotel or another oceanfront development. Tr. at 516:5-517:17. As several witnesses corroborated, the 4.62 acres of the Additional Land are also significant as they all count toward the number of units the Property Owner is entitled to build on Parcels 12 and 13 pursuant to the entitlements negotiated for these parcels. These parcels are among the valuable parcels of property purchased by KRA from the Kuwaitis in 1988 for $105,000,000.00. Tr. at 189:10-19.

McKinney, a KICA board member in 1994 and 1995, confirmed that KICA did not intend nor expect to receive the 4.62 acres as part of the Beachfront Strip. Tr. at 190:7-9; 190:19-21. Long, a KICA board member in 1994 and 1995 and Secretary of KICA in September 1994, corroborated that KICA's intent was that the Beachfront Strip would terminate at the eastern boundary of Parcel 13. Tr. at 236:9-14. Clarkson, a KICA board member and President of KICA in September 1994, also confirmed that KICA did not intend for the Additional Land to be conveyed as part of the Beachfront Strip. Tr. at 392:21-393:6. Clarkson's and Long's testimony

of intent is particularly probative as they signed the Agreement for Conveyance on behalf of KICA. Tr. at 388:17-119; Interv. Exh. 2. As noted above, the sole witness called by KICA did not "contest or challenge the testimony" given by McKinney, Long, and Clarkson of KICA's intent as it relates to the Beachfront Strip. Furthermore, the record includes evidence that KICA, through its subsequent Board Chair Craig Weaver, later acknowledged that the conveyance of the Additional Land indeed was the result of a "mistake" and that KICA did not intend to benefit from an "unintended transfer of property." Tr. at 411:8-11 and 459:5-21.[9] No witnesses were called by any party that contested the evidence of KICA's intent as provided by McKinney, Long, and Clarkson, and ultimately corroborated by McAdory.

D. *Subsequent Conduct and Indicia of Intent.*

Moreover, since the Quitclaim Deed was recorded, KICA has never assumed control of the Additional Land or ever maintained it as Common Property, even though KICA is obligated is obligated under its covenants to do so. The Quitclaim Deed required that the property being conveyed be maintained and utilized as a Common Property:

> **This conveyance is made further subject to the covenant, condition and restriction that the Property shall be maintained and utilized as a Common Property** as defined in the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., recorded in Book M114, page 407 in the R.M.C. Office, as amended, (the "KICA Covenants") and shall be made subject to such rights and restrictions as are applicable to the common properties as set forth in said KICA covenants.

Interv. Exh. 2. KICA has not maintained or utilized the Additional Land as its Common Property and has no records indicating otherwise. Further, no witnesses could identify any actions of maintenance or control KICA had undertaken. Tr. at 452:15-453:13; 395:1-18. There is no record of KICA ever incurring any expense relating to the Additional Land. Tr. at 453:14-

[9] Neither KICA nor the Intervenors called Craig Weaver as a witness. As a result, there is no dispute with Clarkson's in-court testimony regarding KICA's admission of mistake, which McAdory herself also heard and confirmed. Tr. at 459:2-21.

17. Mark Permar, who is closely familiar with land planning activities on Kiawah Island, was not aware of any actions or investments undertaken by KICA relating to the Additional Land. Tr. at 18:21; Tr. at 69:18-22. KICA's Dunes Management Guidelines reflect that KICA's dunes management activities stop at the eastern boundary of Parcel 13, seaward of the Duneside Villas, and do not extend to the Additional Land. Tr. at 447:5-448:22.[10] Also, KICA's Map of its Common Property does not reflect the Additional Land as being Common Property owned by KICA, but rather reflects the Additional Land as being owned by KRA. Pl. Exh. 32; Tr. at 451-452.

The Additional Land is surrounded by property owned by KRA (Pl. Exh. 29) and is reflected in KRA's maps and records as developable property belonging to KRA. Pl. Exh 27. Zoning and land use maps maintained by the Town continued to reflect that the Additional Land was owned by KRA and continued to carry the zoning classifications and entitlements that KRA had negotiated through the 1994 Development Agreement. Pl. Exh. 33. The 1994 Development Agreement shows the Additional Land as belonging to KRA as part of Parcel 12, the "Beachwalker Park" Parcel (TMS No. 207-05-00-001) and Parcel 13, the "Beachwalker Ocean" Parcel. Exhibits to the 2005 Development Agreement reflect the Additional Land as part of the undeveloped, but developable, parcels on Kiawah Island owned by KRA. Pl. Exh. 30.

KRA has paid the property taxes on the Additional Land. Tr. at 322. KICA, on the other hand, has never paid property taxes on the Additional Land and has never contacted KRA to discuss reimbursement of the property taxes paid. Tr. at 322:16-19. Similarly, KICA has never requested or caused the applicable County tax maps to be redrawn in order to reflect that the

[10] The western boundary of the Dunes Property as reflected in Appendix E to KICA's Dunes Management Guidelines comports precisely with the western boundary reflected in Exhibit 16.2 of the Development Agreement. *Compare* Pl. Exh. 28 with Pl. Exh. 31.

Additional Land is part of the Beachfront Strip or owned by KICA. Even after the incorrect Quitclaim Deed was executed, the Additional Land remained a part of TMS No. 207-05-00-0011 on the real property tax records of Charleston County, which indicates that the Additional Land is owned by KRA and has never been formally subdivided into a separate tax map parcel. *See* Fifth Amendment to 2005 Development Agreement, Interv. Exh. 8. Although some emphasis was given by Intervenors to the Fifth Amendment to the Development Agreement, there is nothing in that document that conflicts with the clear the testimony of the Town's intent regarding the Beachfront Strip that was provided by the witnesses and manifested by Exhibit 16.2 to the 1994 Development Agreement that the Additional Land was not intended to be part of the Beachfront Strip.

E. *Additional Mistaken Property Descriptions and Discovery of the Mistake.*

Separate from the current issue relating to the Additional Land, KRA and KICA have discovered and corrected at least three other mistakes relating to conveyances made pursuant to the 1994 Development Agreement. The first was in 1997, when KRA discovered that the property description in the Quitclaim Deed may have caused a beachfront development tract owned by KRA in the middle of Kiawah Island to be mistakenly included as part of the Beachfront Strip due to the lack of a seaward boundary on a plat of record for that particular tract. The beachfront development tract, identified as Parcel No. 20 in the 1994 Development Agreement, is approximately 3.1 acres and is referred to as the "East Beach Ocean Parcel." In 1997, a survey was issued that established the southern or seaward boundary line of the East Beach Ocean Parcel, and brought the issue to KRA's attention. With the Town's approval, KICA then executed a confirmatory quit-claim deed to KRA returning record title to KRA to the

East Beach Ocean Parcel adjacent to the center island Sanctuary Hotel tract. A noteworthy portion of the Confirmatory Quit-Claim Deed reads as follows:

> KICA, by the execution, delivery and recordation of the within Confirmatory Quit-Claim Deed, does hereby agree and confirm that (i) the Property was not, nor was it ever intended to be included in the Beachfront Deed conveyance; (ii) that any and all reservations, limitations or restrictions purportedly imposed on or implied by, through, or under the Beachfront Deed to be on the Property are hereby declared null, void, and of no further force or effect if ever in effect; and (iii) that no portion of the Property is, or ever was intended to be maintained and utilized as a "Common Property" as such term is defined in the KICA Covenants.

Confirmatory Quit-Claim Deed, Pl. Exh. 13.[11] This document confirms a prior course of conduct whereby KICA and KRA confirmed the intent relating to intended scope and boundaries of the Beachfront Strip, albeit relating to a different portion. Another jointly corrected mutual mistake related to the far *eastern* end of the ten-mile long Beachfront Strip, which the parties also acknowledged and cooperated to resolve by corrective deed. Tr. at 344:16-348:12. This correction brought the eastern end of the Beachfront Strip into conformance with the depiction of the Beachfront Strip in Exhibit 16.2.

In the process of these other corrections, KRA first learned of the mistake relating to the western boundary of the Beachfront Strip in 1997, but did not know the actual extent of the mistake until 2011, when a survey was obtained indicating that the Additional Land was 4.62 acres and included valuable, developable high land. The previously available survey of the Employee Facility Tract did not reflect the location of the tract relative to mean high water, such that the extent of the issue was not known. However, KICA has taken no identifiable actions and had no identifiable involvement with the Additional Land during this time frame. From that time

[11] Also, the Confirmatory Quit-Claim Deed notes that it was intended to "clarify an ambiguity created by the language contained in the Beachfront Deed." Pl. Exh. 13. To this extent, the parties have agreed that some aspects of the description in the subject Quitclaim Deed were in fact ambiguous. However, the Court believes that this case presents a case for reformation of an unambiguous provision of the Quitclaim Deed, which was the mistaken use of the southwestern corner of the Employee Facility Tract as the western boundary point for the Beachfront Strip.

forward, KRA has engaged in discussions with KICA in an effort to address the issue. Unlike the prior instances, when the mistakes relating to the East Beach Ocean Parcel and the Beachfront Strip on the eastern end of Kiawah Island were remedied through corrective deeds, KICA acknowledged the mistake relating to the western boundary of the Beachfront Strip but took the position, upon the advice of counsel, that the mistake could not be corrected without a vote of KICA's full membership approving the action. The prior corrections, one which benefitted KRA and one which benefitted KICA, were implemented without a vote of KICA's members. Believing that the Quitclaim Deed should be reformed to exclude the Additional Land and that no vote of the KICA's membership was needed, KRA brought this action to obtain reformation of the deed.

CONCLUSIONS OF LAW

I. Although the Relevant Portion of the Property Description in the Quitclaim Deed is Not Ambiguous, It is Nonetheless Subject to Reformation on the Basis of Mutual Mistake.

The parties agree that the property description that Ms. Nimmons prepared and inserted into the Quitclaim Deed is not ambiguous as it relates to the Additional Land. The lack of ambiguity in the property description, however, does on these facts limit the Court's equitable power to reform that property description on the basis of mutual mistake. Under South Carolina law, "ambiguity or uncertainty has nothing to do with the reformation of a written instrument, but rather reformation is adjudged because the instrument, by reason of mistake or fraud, does not embody the true agreement of the parties." *Southern Realty & Constr. Co. v. Bryan,* 290 S.C. 302, 310, 350 S.E.2d 194, 198 (Ct. App. 1986) (reforming unambiguous note for annual payments of $12,000 through parol evidence indicating parties intended that annual payments would be $12,500), *citing* 66 Am.Jur.2d Reformation of Instruments § 6 (1973). It is well-

established that "[a] contract may be clear and unambiguous as far as it goes and yet may not express the agreement of the parties, by reason of mutual mistake," allowing it to be reformed as equity may require. *Progressive Max Ins. Co. v. Floating Caps, Inc.*, 405 S.C. 35, 49, 747 S.E.2d 178, 185 (2013).

The question here is whether the property description correctly implemented the parties' intent with regard to the description and location of the western boundary of the Beachfront Strip. The Court may determine this issue, and invoke equity to correct mistake, whether the property description is ambiguous or unambiguous. If the mistake alleged is in the deed's description and the description is unambiguous, extrinsic evidence may be resorted to "for the purpose of reforming the deed so as to make it express the real intention of the parties and correct a mutual mistake of fact." *See, e.g., Amin v. Guruom, Inc.*, 280 Ga. 873, 874, 635 S.E.2d 105, 106 (2006) (vacating judgment where trial court refused to consider reformation of an unambiguous property description), *citing Miller v. Rackley,* 199 Ga. 370, 375, 34 S.E.2d 438 (1945). In this case, the obvious disconnect between the unambiguous description of the western boundary of the Beachfront Strip in the Quitclaim Deed and the unambiguous depiction of the western boundary of the Beachfront Strip in Exhibit 16.2 of the 1994 Development Agreement supports reformation. The lack of ambiguity renders the mutual mistake all the more clear.

It is not necessary, as a prerequisite to the reformation of an instrument to conform to the intention of the parties, that the instrument on its face be ambiguous. *See Rosen v. Westinghouse Elec. Supply Co.*, 240 F.2d 488, 491 (8th Cir. 1957) (reversing lower court's decision and granting a new trial where trial court erroneously refused to admit parol evidence in a case involving allegations of mutual mistake relating to an unambiguous written instrument). This principle, which is confirmed to be the law in South Carolina by *Southern Realty* and

Progressive Max, stands to reason. The parties are not disputing the correct construction or meaning of the language of the deed, but rather whether the language correctly reflects their intent, which intent in this case was expressed in Exhibit 16.2 of the 1994 Development Agreement. Tr. at 132:17-21; 184:11-23; 231:7-20 and 391:24-10. Neither KRA, nor the Town, nor KICA intended that the western boundary of the Beachfront Strip would extend eastward from the southwestern corner of the Employee Facility Tract. All parties to the 1994 Development Agreement, the Agreement for Conveyance, and the Quitclaim Deed concede that the property description in the Quitclaim Deed conflicts with the graphical depiction Exhibit 16.2. The property description was, and is, inconsistent with the intent of the parties. Therefore, it is neither the existence nor absence of ambiguity in the property description that is the Court's focus. The fundamental question is whether "both parties intended a certain thing but because of a mistake in drafting did not get what they intended."

II. Parol Evidence is Admissible to Determine Whether the Quitclaim Deed should be Reformed on the Basis of Mutual Mistake.

While the Court would not consider parol evidence in connection with the *construction* of an unambiguous deed,[12] this is a case for *reformation* of an unambiguous deed based on a mistake in the property description. In an action for reformation, parol evidence is admissible, and indeed essential, to determine whether the written instrument Deed should be reformed on the basis of mutual mistake:

> Although the clear and unambiguous language of the contract is controlling in contract construction cases, our jurisprudence has recognized that different

[12] See, e.g., *Penza v. Pendleton Station, LLC*, 404 S.C. 198, 743 S.E.2d 850 (Ct. App. 2013) (the *construction* of an unambiguous deed is a question of law for the court). In *Penza*, the plaintiff sought a foreclosure of a mortgage as it was written. No party filed a claim for reformation in *Penza*, which is different from this case as KRA has pled and pursued a claim for reformation that calls upon the court to accept parol evidence to determine whether the written instrument correctly captured the intent of the parties.

> considerations apply where a party seeks reformation of a contract. In such circumstances, the rules of construction, such as the ban on extrinsic evidence, do not apply. [. . .] Both the parol evidence rule and the doctrine of merger[13] are rules governing the construction of written documents. However, where the parties conceded that the document in question did not contain certain desired language, they did not seek its construction, but rather, reformation to accord with their true intent. The essential question becomes the parties' intent, and [p]arol evidence is admissible to show mistake.

Progressive Max Ins., 405 S.C. at 50-51, 747 S.E.2d at 185-186 (2013) (internal quotations and citations omitted); *Southern Realty*, 290 S.C. at 310, 350 S.E.2d at 198 (reforming note on the basis of mutual mistake and clarifying that "parol evidence is admissible to show mistake"); *see also Yarn Indus., Inc. v. Krupp Intern., Inc.*, 736 F.2d 125, 129 (4th Cir. 1984) (reversing lower court for failing to allow admission of parol evidence in reformation action because "parol evidence [is] freely admissible to establish allegations of fraud, mistake or other equitable grounds for relief").

This legal principle is long-standing. *See, e.g., Hunt v. Rousmanier's Adm'rs*, 21 U.S. 174, 182-83 (1823) ("wherever the intention of the parties will be defeated by a defect in the instrument, that defect may be proved and corrected by parol evidence, whether it arises from omission or addition, or from insufficient and inapt language and terms of the instrument"); *see also Garner v. Garner's Ex'rs*, 1 S.C. Eq. 437, 440 (S.C. Ct. of Chancery 1795) ("[p]arol evidence admissible to explain a deed or to correct a mistake in it"). Recognition of this exception to the parol evidence rule is also noted in relevant treatises and has even been described as a "universal rule of equity." *See* 27 Richard A. Lord, *Williston on Contracts* § 70:52 (4th ed. 2003) (parol evidence rule "is inapplicable in a suit for reformation on the basis of mutual mistake" and noting jurisdiction that had remarked "[i]t is practically a universal rule that

[13] None of the parties raised the issue of merger by deed, but the Court notes its lack of applicability in a case for reformation on the basis of mutual mistake.

in suits to reform written instruments ... parol evidence is admissible to establish the fact of fraud or of a mistake" (citation omitted); *see also Rosen v. Westinghouse Elec. Supply Co.*, 240 F.2d 488, 491 (8th Cir. 1957) ("[i]t is a universal rule of equity in suits to reform written instruments that parol evidence is admissible to establish mutual mistake and to show how the instrument should be corrected to reflect the actual intent of the parties thereto").

This rule stands to reason, as it "would be virtually impossible to prove mutual mistake as a ground for reformation without parol evidence." *Southern Realty,* 290 S.C. at 309, 350 S.E.2d at 198; *see also Walden v. Skinner*, 101 U.S. 577, 585 (1879) ("[e]vidence of fraud or mistake is seldom found in the instrument itself, from which it follows that unless parol evidence may be admitted for that purpose the aggrieved party would have as little hope of redress in a court of equity as in a court of law"). While there are certainly cases where parol evidence is refused when offered to vary the terms of an unambiguous deed, those cases do not involve claims for reformation of the deed on the basis of mistake.[14] This case does not involve a construction of the Quitclaim Deed, but rather a determination whether both parties intended a certain thing but because of a mistake in drafting did not accomplish what they intended. There is clear and convincing parol evidence indicating that the property description did not match what the parties intended. Therefore, upon this foundation of authority and to resolve this issue justly and equitably, the Court allowed the admission of parol evidence during the hearing and will consider parol evidence in resolving Plaintiffs' claim for reformation.

[14] *See, e.g., Walker v. Harris*, 291 S.C. 454, 354 S.E.2d 56 (Ct. App. 1987) (noting that "**where reformation of a deed is not sought** and the description of the property transferred is unambiguous, parol evidence as to mistake in the description is not admissible" and specifically noting that action was not one for reformation but rather to quiet title) (emphasis added).

III. Plaintiffs' Claims for Reformation of Deed, Specific Performance and Declaratory Judgment Are All Equitable Claims, as is KICA's Counterclaim for Equitable Relief.

South Carolina law, "through long-established precedent, has recognized that an action alleging mistake is in equity." *See, e.g., DuPont v. Southern Nat. Bank of Houston, Tex.*, 288 S.C. 312, 313, 342 S.E.2d 590 (1986) (affirming trial court's denial of request for transfer of case to jury trial roster due to equitable nature of action asserting mistake). Where a mutual mistake is "made to appear by clear and competent testimony, equity will unhesitatingly afford the necessary relief, either by reforming the paper or cancelling it as the case may require." *Kaiser v. Carolina Life Ins. Co.*, 219 S.C. 456, 467, 65 S.E.2d 865, 869 (1951) (granting reformation of insurance policy on the basis of mutual mistake notwithstanding failure on the part of the party seeking reformation had "overlooked" the absence of the intended endorsement). "Where an instrument is drawn and executed which professes or is intended to carry a prior agreement into execution, whether in writing or by parol, which by mistake violates or fails to fulfill the manifest intention of the parties, equity, if the proof is clear, will correct the mistakes, so as to produce a conformity of the written instrument to the agreement of the parties." *Jumper v. Queen Mab Lumber Co.*, 115 S.C. 452, 106 S.E. 473, 477 (1921) (granting reformation on the basis of mutual mistake where scrivener's error arose due either to a "lack of information" or a "misunderstanding of directions" on the part of the attorney).

Similarly, KRA's claim for declaratory judgment is equitable in nature based on the nature of the relief sought. *See, e.g., Lowcountry Open Land Trust v. State*, 347 S.C. 96, 101, 552 S.E.2d 778, 781 (Ct. App. 2001) (suit for declaratory judgment may be legal or equitable, and is characterized as such by the nature of the underlying issue outlined in the complaint). An action for specific performance would arise in equity as well, although the Court believes that the

essence of this action is an equitable claim for reformation. *Aiken Mortgage Co. v. Jones*, 197 S.C. 245, 15 S.E.2d 119, 120 (1941) ("[s]pecific performance is an action of ancient equity jurisdiction). Therefore, the Court is proceeding in this case as an equitable action, as opposed to an action at law.

IV. Plaintiffs are Entitled to Reformation of the Quitclaim Deed on the Basis of Mutual Mistake.

Plaintiffs seek to reform the Quitclaim Deed by way of a Corrective and Confirmatory Deed that fixes the western boundary of the Beachfront Strip in accordance with the graphic depiction in Exhibit 16.2. "Each suit for reformation stands on its own peculiar facts," and the facts of this case are certainly unique. *Kaiser,* 219 S.C. at 468, 65 S.E.2d at 870. The original agreement by KRA to transfer of the Beachfront Strip to KICA arose under the 1994 Development Agreement with the Town, which is the antecedent agreement from which the derivative documents (the Agreement for Conveyance and the Quitclaim Deed). Yet the controlling, antecedent agreement was unintentionally, but significantly, modified as a result of the property description of the Beachfront Strip drafted and inserted by Nimmons into the Agreement for Conveyance and Quitclaim Deed. The parties agreed unanimously that the depiction of the Beachfront Strip in Exhibit 16.2 was not captured by Nimmons' property description, which caused the Beachfront Strip to exceed its intended boundary, go further westward, and create the orphaned tract of Additional Land.

The discord between the intent of the parties and the Quitclaim Deed is exactly the type of situation in which reformation is appropriate. "It has long been the law of this state that where a written contract does not conform to the intention of the parties, equity will reform the contract." *Shaw v. Aetna Cas. & Sur. Ins. Co.,* 274 S.C. 281, 262 S.E.2d 903, 905 (S.C.1980). Before equity will reform an instrument, however it must be shown by clear and convincing

evidence not simply that there was a mistake on the part of one of the parties, but that there was a "mutual mistake." *Timms v. Timms*, 290 S.C. 133, 137, 348 S.E.2d 386, 389 (S.C. Ct. App. 1986). It is important to note that the doctrine "mutual mistake" not mean, or require, that both parties be found to have committed a blunder. Rather, under South Carolina law, a mutual mistake occurs when "both parties intended a certain thing but because of a mistake in drafting did not get what they intended," regardless of who "made" the mistake *Timms*, 290 S.C. at 137, 348 S.E.2d at 389, *citing Commercial Union Assurance Co. v. Castile,* 283 S.C. 1, 320 S.E.2d 488 (Ct.App.1984); *see also Chapman v. Cassels Co.,* 180 Ga. 349, 179 S.E. 91, 93-94 (1935) ("[i]n every case under this head of the law, the *only* inquiry is, does the instrument contain what the parties intended it should, and understood that it did? Is it their agreement? If not, then it may be reformed by aliunde proof, so as to make it the essence of what was the true bargain . . . between the parties. And it is wholly immaterial from what cause the defective execution of the intent of the parties originated").

Although KRA must show mutual mistake by clear and convincing evidence, the legal authorities are clear that this does not require KRA to prove that KICA engaged in any form of error or blunder of its own making. Rather, the right to relief is triggered if KRA shows that it was the mutual intent of the parties that the Beachfront Strip would terminate at the point shown in Exhibit 16.2, but that this intent was not carried into effect due to a mistake in drafting, without necessity of any finding that KICA failed or erred in some way. The Court finds that Plaintiffs have made this showing and have made it through evidence that is clear and convincing and indeed overwhelming.

A. *The Property Description in the Agreement for Conveyance and the Quitclaim Deed Is the Result of Mutual Mistake as it Failed to Implement the Intention of the Parties with Regard to the Western Boundary of the Beachfront Strip.*

There is no evidence that any party intended the Beachfront Strip to be as it is described in the Quitclaim Deed. Under South Carolina law, "[w]here an instrument is drawn and executed which professes or is intended to carry a prior agreement into execution, whether in writing or by parol, which by mistake violates or fails to fulfill the manifest intention of the parties, equity, if the proof is clear, will correct the mistakes, so as to produce a conformity of the written instrument to the antecedent agreement of the parties." *Jumper,* 115 S.C. at 452, 106 S.E. at 477, *citing Ivinson v. Hutton*, 98 U. S. 79, 83 (1878). The evidence indicates that this is what occurred here, and equity should correct the mistake.

The Agreement for Conveyance and the Quitclaim Deed, without question, were prepared for the purpose of implementing the transfer of the Beachfront Strip as set forth in Section 16(b) of the 1994 Development Agreement, but failed to do so due to Nimmons' decision to use the southwestern corner of the Employee Facility Tract as the point in beginning for the Beachfront Strip, instead of the eastern boundary of Parcel 13 as clearly shown in Exhibit 16.2. This is not to cast doubt of Nimmons' expertise, as the testimony is consistent that she is highly skilled. The point is simply that an error was made in drafting that caused the property description to conflict with the intended scope of the Beachfront Strip. The conflict was not a trivial one as 4.62 acres of valuable property to the west of the intended boundary were mistakenly ensnared through the erroneous property description.

As indicated by precedent binding upon the court, "[w]here the agreement as reduced to writing omits or contains terms or stipulations contrary to the common intention of the parties, the instrument will be corrected so as to make it conform to their real intent" and "[t]he parties

will be placed as they would have stood if the mistake had not occurred." *Jumper*, 115 S.C. at 452, 106 S.E. at 477. A reformation of the Quitclaim Deed in order to return the Additional Land to KRA places the parties in the place they would have stood if the mistake has not occurred, consistent with equity, and without harm or prejudice to any party.

Although the intent of the parties at the time is obviously significant, the intent of the parties can also be gleaned through subsequent conduct. An illustrative example is the case of *Sims v. Tyler*, 276 S.C. 640, 281 S.E.2d 229 (1981), where the Court noted that the payment of taxes since the date of purchase, the construction of a doghouse and the planting of a garden on a disputed adjacent lot were considered by the Court in determining that the purchasers indeed intended to purchase both lots as opposed to just one. When this method of analysis is applied here, the result is compelling. KRA has paid the taxes and the applicable tax maps have continued to reflect the Additional Land as being owned by KRA without objection or "correction" by any party. Reference to zoning maps, land use maps, and common property maps yields the same conclusion that the Additional Land has remained KRA's property. KICA *admits* that a mistake occurred and that it did not intend to receive the Additional Land, as corroborated by the fact that KICA has never used or maintained the Additional Land nor made any improvements to it.

The probative value of such evidence is best understood if, hypothetically, the facts were reversed. In other words, if KICA had paid taxes on the Additional Land, if KICA had used and maintained it as Common Property, if KICA had constructed improvements on it, and if KICA had exercised any indicia of intent to have ownership and control over the Additional Land, then the situation presented to the Court would be different. Indeed, the fact that KICA is obligated to

maintain Common Properties, but has undertaken no efforts to maintain or control the Additional Land, is strong evidence that the Additional Land was not intended to be conveyed.

The record supports reformation in this case and is in sharp contrast with prior cases in which reformation has been refused. An example is the case of *Forrester v. Moon*, 100 S.C. 157, 84 S.E. 532 (1915). In *Forrester*, an owner of lands in Greenville County that abutted a railroad right of way subdivided her property into lots in order to market them for sale. A plat was obtained but soon replaced by a second plat, which changed the lot numbers and removed an intended street that would have run along the railroad right of way. The owner recorded only the second plat, which omitted the street indicated on the prior plat such that the lots themselves would abut the railroad right of way without a street. The owner marketed the lots as they were numbered and shown on the second plat, soon finding a purchaser of Lot 21. The owner directed her attorney to draw up a deed in accordance with the second plat, which the attorney did. The transaction was commenced and the deed was recorded.

The purchaser went into possession of the land and actively cultivated it up to the railroad right of way. Thereafter, the original owner attempted to claim that Lot 21 did not go all the way to the railroad right of way, but instead ran only to the hypothetical location of the undeveloped street that was not shown on the recorded plat, which was the plat that the attorney "had before him" when he prepared the deed "in the presence of the plaintiff and the defendant." The original owner brought a claim for reformation. Upon these facts, the trial judge refused to reform the deed and found that "it is clear under the testimony that the defendant was bargaining for the lot which he actually got" and so "it was not a case of mutual mistake." *Forrester,* 100 S.C. at 157, 84 S.E.2d at 533. In this sense, *Forrester* is instructive as, unlike the defendant in that case, KICA makes no claim that it intended to get the Additional Land. KICA has never

exercised possession of the Additional Land or used it in any way. Furthermore, the scrivener in *Forrester* prepared the deed precisely as directed, in accordance with the recorded plat, and in the physical presence of both parties. The decision by Nimmons to use the southwestern corner of the Employee Facility Tract as a point for the western boundary for the Beachfront Strip was her own and is in clear conflict with the stipulated boundary indicated in Exhibit 16.2. Reformation is proper to correct the mistake.

Ultimately, the mutual mistake at issue is between KRA and KICA, as the parties to the Quitclaim Deed, but the evidence calling for reformation is bolstered even further by the fact that the Quitclaim Deed also is inconsistent with the Town's intent. In this regard, no matter which combination of intents that the Court considers, the property description in the Agreement for Conveyance and the Quitclaim Deed conflicts with all of them. It is acknowledged that the tripartite nature of the relationship between the Town, as the zoning authority, KRA, as the developer, and KICA, as the property association, makes this case unique in comparison to other reformation cases. However, "equity looks to substance rather than form." *Regions Bank v. Wingard Properties, Inc.,* 394 S.C. 241, 253, 715 S.E.2d 348, 354 (Ct. App. 2011). This maxim applies by "dispensing with pure formalities which would otherwise defeat the equity." After a party establishes an equitable right, the court may dispense with pure formalities which would otherwise defeat the equity. *Id.* The case is reformation is clear and should not be avoided simply because the situation presented is somewhat atypical.

Furthermore, competent and uncontroverted testimony regarding KICA's intent, and the Town's intent, was presented at trial. In other words, no document or witness suggests that KICA or the Town affirmatively intended that the Additional Land be transferred to KICA. To the extent KICA or the Intervenors would allege that such an alternative intent existed, the

hearing was their opportunity to present their witnesses or testimony. No such witnesses, and no such testimony, were presented.

In a typical dispute seeking reformation of a deed for mistake, it is expected that the defendant would take the position that the challenged deed reads as he intended. Therefore, it is of particular significance that the evidence in this case shows, uniformly, that KICA did not intend to receive the Additional Land as part of the Beachfront Strip. The Court heard the testimony of 11 witnesses. Four witnesses provided admitted testimony about KICA's intent. All four testified affirmatively that KICA did not intend to receive the Additional Land and that KICA intended that the Beachfront Strip would stop at the eastern boundary of Parcel 13. *See* Tr. at 53:11-17 (Permar); 190:19-21 (McKinney); 236:9-14 (Long); and 391:24-392:10 (Clarkson). Two of these witnesses were officers of KICA in 1994, and three were Board Members of KICA. *See* Pl. Exh. 1. The sole witness called by KICA, Tammy McAdory, specifically confirmed that she did not contest or challenge the testimony of the four witnesses who testified regarding KICA's intent. Tr. 446:6-14. The evidence of KICA's intent rises to the level of "clear and convincing" because it is consistent and uncontested.

The testimony provided by McKinney, Long and Clarkson is competent evidence of the KICA's intent, as each individual had a specific legal capacity with KICA at the time in addition to his capacity with KRA. *See, e.g., Kishter v. Seven Courts Community Ass'n, Inc.*, 96 Md. App. 636, 642, 626 A.2d 993, 996 (Ct. Spec. App. 1993) (reversing judgment of trial court in deed reformation case for failure to consider evidence of mutual intent provided by witness who legal capacity on behalf of both developer and property association). The facts in *Kishter* are so similar to this case that further discussion is warranted.[15] In *Kishter,* the developer of a

[15] The Court also notes that certain key facts in *Kishter* are distinctly dissimilar, as the property association in *Kishter* asserted that it had maintained and improved the contested parcel and that it had

townhouse project executed a deed to the property association during the developer's control period transferring several parcels that were to be held by the property association as common properties. However, due to a scrivener's error, the deed also included a parcel that the developer intended to reserve for future development. The developer did not detect the error before signing the deed. Eleven years later, the developer sought to reform the deed on the basis of mutual mistake, and presented evidence of the property association's intent through Herbert Kishter, who was the general partner of the developer and the chief executive officer of the association at the time that the Kishter signed the deed on behalf of the developer.

The trial court rejected Kishter's evidence of intent and reasoned that the mistake could not be mutual because Kishter was one in the same person. The Court of Special Appeals reversed the judgment that had been entered for the property association and remanded the case for a new trial, and stating that the both parties to the deed "were capable of forming an intent through their officers or partners" even though the deed had been signed by the developer only. *Kishter*, 96 Md. at 642, 626 at 993. The Court believes that this same reasoning holds true under this very similar set of facts. The officers and board members of KICA are competent to testify as to KICA's intent, and have done so with clarity and consistency. Indeed, if the officers and board members of KICA were not allowed to speak to KICA's intent, then no one could.

B. *The Right to Reformation is Not Precluded by any Negligence on the Part of KRA in Failing to Detect the Error in the Property Description or By Waiver.*

While it is true that the error in the property description was not caught prior to the execution of the Agreement for Conveyance and the Quitclaim Deed, this does not defeat an equitable claim for deed reformation even if the conduct were to rise to the level of negligence.

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paid taxes on the disputed parcel. KICA concedes that it has not done these things with respect to the Additional Land.

South Carolina law provides that "[n]egligence is not in itself a defense, else there would be no ground for reformation for mistake, as mistakes nearly always presuppose negligence." *Kaiser,* 219 S.C. at 466, 65 S.E.2d at 869 (affirming trial court's reformation of life insurance policy), *citing Columbian Nat. Life Ins. Co. v. Black*, 35 F.2d 571, 575 (10th Cir. 1929) ("[m]ere negligence, not amounting to the violation of a positive legal duty, does not prevent reformation, and especially if it appears that the other party has not been prejudiced thereby"); *Shaw,* 274 S.C. at 286, 262 S.E.2d at 905-06 (1980) (noting that "[n]ormally, persons who make a mistake prior to seeking reformation of a contract have been negligent"); *see also Jumper,* 115 S.C. 452, 106 S.E. 473 (1921) (citing authorities that "relief based upon mutual mistake is not to be refused on the ground that the party claiming it had the means of knowledge at the time of the mistake"). This principle is well-recognized:

> It has often been said that mere negligence in executing or accepting a written instrument is not a bar to reformation where the ground for relief is mutual mistake. Mistakes nearly always presuppose negligence, and so it must be evident that the rule which permits reformation on the ground of mutual mistake does not contemplate that mere negligence will bar reformation.

66 Am.Jur.2d, Reformation of Instruments, § 79, at 601, 602. The negligent failure of a party to know or to discover the facts, as to which both parties are under a mistake does not preclude rescission or reformation on account thereof. *See, e.g., Lippire v. Eckel*, 178 Neb. 643, 649, 134 N.W.2d 802, 806-07 (1965), *citing* Restatement of Contracts § 508, p. 977.

In this regard, the failure of KRA (or any other party) to detect the error in the property description prior to execution is not the point in focus. The most essential question is whether the Quitclaim Deed reflected the intention of the parties correctly with regard to the western boundary of the Beachfront Strip. If it does not, then the mistake is "mutual" without regard to who failed to catch the error, who prepared the Quitclaim Deed, or the party by whom the

preparer of the Quitclaim Deed was employed. *See, e.g., Unified Gov't of Wyandotte County/Kansas City v. Trans World Transp. Servs., L.L.C.,* 43 Kan. App. 2d 487, 490, 227 P.3d 992, 995-96 (2010) (reforming deed on basis of mutual mistake to conform to antecedent agreement and finding that mutual mistake may be shown even if parties did not carefully examine deed to ascertain whether it expressed their agreement).

In a reformation case, it is not the source of the mistake but instead the fact a mistake was made that empowers the court of equity to act. *Elton v. Davis*, 123 S.W.3d 205, 213 (Mo. Ct. App. 2003). Equity is flexible in providing relief, as "[t]he chancellor is not shackled by the rigid rules of the common law relating to negligence and contributory negligence if they stand in the way of justice and equity under the facts presented." *Kaiser,* 219 S.C. at 468, 65 S.E.2d at 870. In light of the surrounding circumstances, the fact that the error was not caught prior to the execution of the Quitclaim Deed will not bar the application of the appropriate remedy. *See, e.g., Jumper,* 115 S.C. at 452, 106 S.E.2d at 477 (reformation proper where there is discord in a material particular between the mutual intent of the parties and the written agreement as prepared by the scrivener "irrespective of the cause of the discord").

It is recognized that "[w]here the parties entrust to an attorney or scrivener the duty of preparing a deed or other document in accord with their agreement, and he, by his own mistake or fraud, embodies in it stipulations and conditions other than those agreed upon, the party against whom it is sought to be enforced may have it reformed, although he signed it without reading it." 66 Am.Jur.2d *Reformation of Instruments* § 85 (1973), *cited by Wehner v. Schroeder*, 354 N.W.2d 674, 679 (N.D. 1984). Furthermore, the right to reformation is not precluded because Nimmons was employed by Buist, KRA's counsel, and prepared the Quitclaim Deed at KRA's instruction. The fact that the attorney was retained or paid by one of the parties and not

both does not render the mistake "unilateral." *See, e.g., Hoffman v. Chapman*, 182 Md. 208, 213, 34 A.2d 438, 441 (1943) ("[the] mistake in this case was not unilateral. Here the draftsman of the deed was acting as the agent of the parties. His mistake in the description of the real estate became the mistake of all the parties."). The evidence, again, is clear as to the disconnect between the intended conveyance and the property description in the Quitclaim Deed. Nimmons testified that she was the source of the discord based on a well-intentioned, but incorrect decision that she made in preparing the property description. This is a situation that calls for reformation of the Quitclaim Deed, particularly in light of the lack of prejudice, reliance, or any disagreement as to the relevant intent.

The issue of waiver was also raised in the pleadings and briefly at the hearing. The Court also finds that reformation is not precluded by the provision in the 1994 Development Agreement indicating that KRA waived its right to challenge the "validity" of the conveyances of the various properties that were conveyed to KICA. First, waiver is the "voluntary and intentional relinquishment or abandonment of a known right." *See, e.g., Strickland v. Strickland,* 375 S.C. 76, 85, 650 S.E.2d 465, 470 (2007). The evidence shows that KRA did not realize that the property description in the Quitclaim Deed was incorrect at the time that the Quitclaim Deed was executed. Second, by seeking reformation, KRA has not challenged the validity of the Quitclaim Deed, but rather the *accuracy* of the portion of the property description relating to the western boundary. KRA does not seek rescission and reconveyance of the entire Beachfront Strip. Rather, KRA seeks, and should receive, reformation of the Quitclaim Deed so that the property description is corrected to conform to the intent of the parties.

C. *Reformation of the Quitclaim Deed is Not Precluded by Laches or Stale Demand.*

KICA and the Intervenors raised laches in their pleadings. "Delay alone is not enough to constitute laches; it must be unreasonable, and the party asserting laches must show prejudice." *Brown v. Butler*, 347 S.C. 259, 265, 554 S.E.2d 431, 434 (Ct. App. 2001) (emphasis added); *see also Bailey v. Lyman Printing & Finishing Co.*, 245 S.C. 13, 22, 138 S.E.2d 410, 414 (1964) ("[d]elay alone in the assertion of a right does not constitute laches [. . .] [i]t must be shown in addition that such delay has resulted in material prejudice to the defendant"), *citing Grossman v. Grossman*, 242 S.C. 298, 309, 130 S.E.2d 850, 855 (delay of seven years did not constitute laches due to lack of prejudice to defendant); *see also Gibbs v. Kimbrell*, 311 S.C. 261, 269, 428 S.E.2d 725, 730 (Ct. App. 1993) ("delay alone in the assertion of a right, without injury to the adversary, does not constitute laches"). It is the complete absence of any prejudice to KICA (or the Intervenors) that precludes any application of laches in this case.

The Quitclaim Deed was executed in 1995. Since that date, KICA is unable to identify a single expense it has incurred relating to the Additional Land. KICA has not paid taxes on the Additional Land. KRA has not made improvements to the Additional Land. It has not changed its position in any demonstrable way relating to the Additional Land. KICA omits the Additional Land from its maps of Common Property. It has not placed any signage on the Additional Land nor made any identifiable use of the Additional Land, other than the general use by members of the public of the boardwalk that traverses the Additional Land. The boardwalk, which is owned by KRA and which connects Beachwalker Park with the beach, has been in place since the 1970s, well prior to December 1995 when the Quitclaim Deed was executed. Tr. at 313:19-20. The boardwalk was not constructed in detrimental reliance upon KICA's unwitting ownership of the Additional Land. As KRA demonstrated at trial, continuing public access via a boardwalk is

guaranteed for the duration of the Beachwalker Park lease, which has a 99-year term including the option periods. *See* Pl. Exh 36, at Sections 2.2, 2.3, 3.1 and 3.2. Therefore, a reformation of the Quitclaim Deed would not affect the use of the boardwalk.

In the specific context of reformation actions, there is precedent of allowing reformation in cases involving delays substantially longer than occurred here. *See, e.g., Timms,* 290 S.C. at 138-140, 348 S.E.2d at 389-390 (granting reformation of deed 46 years after party seeking reformation first believed mutual mistake existed). Other cases have allowed for specific performance in time frames that are similar to this case. *See Wall v. Huguenin,* 305 S.C. 100, 103, 406 S.E.2d 347,449 (1991) (holding the failure to exercise an option to purchase land for thirteen years was not unreasonable and laches did not apply to prevent exercise of option). While the mistake was discovered initially in 1997, its magnitude was not known until 2011. Since that time, KRA has taken ongoing efforts in an attempt to rectify the issue.

In any event, for laches to apply, the party asserting it ***must*** show prejudice. This requirement makes resolution of the issue simple. There can be no application of laches as there has been no prejudice to KICA. Although laches was raised as an affirmative defense, no evidence was presented to suggest that KICA (or any party) has made a change in their position in detrimental reliance upon the Quitclaim Deed. The record shows that KICA does not use or maintain the Additional Land as Common Property. The only specific use[16] of the Additional Land has been the use of the boardwalk that connects the County's Beachwalker Park with the beach area by traversing maritime forest, high land and dune fields. As noted by Plaintiffs, the

[16] Witnesses for the Intervenors also testified that they derive some general aesthetic and emotional benefits from the Additional Land being in an undeveloped state. Assuming *arguendo* that Intervenors have standing to assert laches, this evidence does not approach the nature of prejudice necessary for the Court to bar equitable relief due to laches or otherwise refuse reformation where mutual mistake has been shown.

boardwalk is an obligation on the part of KRA under its Lease with Beachwalker Park. A return of the Additional Land to KDP II will not cause the boardwalk to be closed.

The Court also finds that the doctrine of stale demand is inapplicable in this case. A stale demand is "one that has for a long time remained unasserted; one that is first asserted after an unexplained delay of such great length as to render it difficult or impossible for the court to ascertain the truth of the matters in controversy and to do justice between the parties, or as to create a presumption against the existence or validity of the claim, or a presumption that it has been abandoned or satisfied." *All Saints Parish, Waccamaw v. Protestant Episcopal Church in the Diocese of S. Carolina*, 358 S.C. 209, 236, 595 S.E.2d 253, 268 (Ct. App. 2004). At the hearing, KRA called six witnesses, each of whom were directly involved with the 1994 Development Agreement and gave testimony regarding their direct and contemporaneous personal knowledge of the underlying facts and circumstances. McAdory has been employed with KICA continuously since 1989 and provided testimony regarding various issues. A full copy of the three-volume 1994 Development Agreement was introduced into evidence along with other correspondence, maps, and documents. The Quitclaim Deed is available as are the documents and testimony that provide probative parol evidence. It is, therefore, not "difficult or impossible" for the Court to ascertain the truth of the matters in controversy, so the doctrine of stale demand does not apply.

D. *Intervenors' Argument Relating to Captain Sam's Spit Is Unavailing.*

The primary argument that Intervenors have presented is that, because KRA also agreed to make a future, separate conveyance of Captain's Sam Spit under a separate section of the 1994 Development Agreement, that the Additional Land was "intended" to remain undevelopable open space.

First, the argument is irrelevant as there is no testimony on the record that the parties intended for the Additional Land to be conveyed as part of the Beachfront Strip through the Quitclaim Deed, which is ultimately the fundamental issue that has been put before the Court. The clear and convincing evidence indicates that the Additional Land was not intended to be part of the Beachfront Strip, but was included as a result of a mistake in drafting that caused the Quitclaim Deed to be inconsistent with the intent of the parties. Ultimately, that is the end point of the Court's analysis.

A substantial portion of the Additional Land sits within what was recognized and designated as Parcel 13 under the Development Agreement, the "Beachwalker Ocean Parcel," that consisted of 19.5 acres as stipulated in Exhibit 13.2 of the 1994 Development Agreement. *See* Development Agreement, Pl. Exh. 5, at Exhibit 13.2. The overlap of the Additional Land and Parcel 13 (as Parcel 13 was shaped and configured for purposes of the 1994 Development Agreement) is shown in the graphic prepared by Permar that was admitted into evidence as Pl. Exh. 29. The overlapping area consists of highly valuable, developable oceanfront property that KRA did not intend to convey and KICA did not intend to receive. Tr. 194:16-195:13. *See* Pl. Exh. 27 and Pl. Exh. 29.

Although Intervenors' witness, William Eiser, indicated that some of the Additional Land lies below the critical line and has only limited approvable uses. However, that does not affect the right of KRA to own the Additional Land or to reform a deed to recover it when it was conveyed through mutual mistake. Furthermore, Eiser admitted that even the portion of the Additional Land that is in the critical area can, with regulatory approval, be used for pools, walkways, gazebos and similar types of improvements. This would certainly heighten the use and value of the portion of the Additional Land sitting inland of the critical area. Finally, as was

noted during trial, this area of the Kiawah Island beachfront has undergone continuous accretion. With each revision to the critical line, more of the Additional Land shifts landward of the critical line, underscoring KRA's right to receive a reconveyance of the Additional Land.

Finally, Intervenors' position is essentially an effort to reargue the results of the negotiations between the Town and KRA that were memorialized in the 2005 Development Agreement. In the 2005 Development Agreement, KRA specifically gave up certain valuable development rights in exchange for the Town's agreement to allow KRA to retain and pursue limited development of Captain Sams Spit. Any portion of the Additional Land that this modification would allow KRA to keep should be KRA's to keep. It would be a derogation of equity to deny KRA a return of any portion of the Additional Land because of a superseded, nullified obligation that has no legal effect. Intervenors' were afforded a means to oppose the 2005 Development Agreement through voicing their opinions to their elected representatives, the Town Council. This is neither the time nor the forum for Intervenors to revisit their objection to the 2005 Development Agreement or the potential future development of Captain Sams Spit.

E. *The Court Will Grant Reformation of the Quitclaim Deed by Executing and Entering a Corrective Master's Deed.*

As indicated above, the Court is satisfied that mutual mistake has been proven by clear and convincing evidence. The Quitclaim Deed can and should be reformed in order to correct the erroneous inclusion of the Additional Land as a result of the mistaken property description. In 2013, the parcels in which the Additional Land sits were sold to KDP II, a limited liability company that joined this action as a plaintiff on the basis of the change in ownership. A copy of the Special Warranty Deed reflecting the ultimate transfer to KDP II was entered into evidence. Pl. Exh 20. As a result of the Special Warranty Deed, KDP II is KRA's ultimate assignee with respect to ownership and related interests in the Additional Land, which the Court has adjudged

should be returned. Therefore, the Court will sign a Corrective Master's Deed that vests title in the Additional Land to KDP II.

V. KRA is Entitled to Declaratory Judgment that the Additional Land is Not Common Property and Should be Returned.

Ultimately, the case presented is one for reformation, and the Court has determined that reformation is proper. Plaintiffs are entitled to reformation of the legal description in the Quitclaim Deed as the inclusion of the Additional Land was unintentional, in error, and a mistake, and contrary to the intent of the parties to the 1994 Development Agreement of which KICA was a named third-party beneficiary for certain purposes, including a recipient of the Quitclaim Deed, and was contrary to the intent of the Agreement for Conveyance, which was intended to memorialize the transfer of the Beachfront Strip as depicted in the 1994 Development Agreement.

Based on its finding that the Quitclaim Deed should be reformed, the Court declares that the Additional Land is not Common Property of KICA and should be conveyed to KRA's assignee, KDP II, LLC. The reformation of the Quitclaim Deed relates back to the initial date when the Quitclaim Deed was executed, such that the Additional Land never was Common Property as a result of the reformation being granted. *See, e.g., Aames Funding Corp. v. Henderson*, 275 Ga. App. 323, 620 S.E.2d 503 (2005) (reforming deed and re-prioritizing security interests even after foreclosure was already completed) following Furthermore, as the record shows, KICA has never utilized or maintained the Additional Land as Common Property. This resolves KICA's claim for declaratory judgment, with the Court resolves in favor of KRA.

The relief needed to correct the mutual mistake is within the Court's equitable powers. Furthermore, under the South Carolina Uniform Declaratory Judgments Act, "[f]urther relief based on a declaratory judgment or decree may be granted whenever necessary or proper." *See*

S.C. Code § 15-53-120; *see also Bank of Augusta v. Satcher Motor Co.,* 249 S.C. 53, 60, 152 S.E.2d 676, 679 (1967) (same), *citing* 22 Am.Jur.2d, Declaratory Judgments, Section 100 ("[u]nder these provisions, a court, in a proceeding for declaratory relief, may grant consequential or incidental relief, that is, it may enter a judgment granting both declaratory and coercive relief, where the proper grounds for such relief appear from the pleadings and proof"). Based on the entirety of the record, the Court declares that the Additional Land is not Common Property of KICA and was not intended to be transferred, as the intended scope of the Beachfront Strip was depicted in Exhibit 16.2 to the 1994 Development Agreement, which is the relevant antecedent agreement of which KICA was a third party beneficiary.

To correct the scrivener's error and restore ownership of the Additional Land to KRA's current assignee, KDP II, LLC, the Court will exercise its equitable powers to reform the Quitclaim Deed by executing a Corrective Master's Deed that shall implement the relief to which the Court believes that Plaintiffs are fully entitled.

IT IS SO ORDERED.

The Honorable Mikell R. Scarborough
Master-in-Equity for Charleston County

_____, 2014

Charleston, South Carolina

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	BEFORE THE MASTER-IN-EQUITY MIKELL R. SCARBOROUGH
KIAWAH RESORT ASSOCIATES, L.P., a Delaware Limited Partnership, and KDP II LLC, a South Carolina Limited Liability Company, Plaintiffs, vs. KIAWAH ISLAND COMMUNITY ASSOCIATION, INC., a South Carolina Not-for-Profit Corporation, Defendant, and INLET COVE HOMEOWNERS ASSOCIATION, INC., a South Carolina Not-for-Profit Corporation, and KIAWAH ISLAND PROPERTY OWNERS GROUP, a dissolved South Carolina Not-for-Profit Corporation, Third-Party Intervenors.	Case No. 2013-CP-10-1225 **ORDER GRANTING PLAINTIFFS' MOTION TO ALTER OR AMEND FINAL ORDER**

This matter comes before the Court upon motion of Plaintiffs Kiawah Resort Associates, L.P. and KDP II LLC to alter or amend the Court's Final Order dated June 4, 2014. Having thoroughly considered the briefings, arguments and record, the Court grants Plaintiffs' Motion.

I. APPLICABLE LEGAL STANDARD

Plaintiffs seek reformation of a deed.[1] Reformation is an equitable remedy by which writings are rectified to conform to the actual agreement of the parties. *Crosby v. Protective Life*

[1] Although other claims and a counterclaim were asserted, reformation, when granted, relates back to the date the instrument was originally executed. *See* 66 Am.Jur.2d Reformation of Instruments § 9 (2010). For this reason, the reformation of the Quit-Claim Deed disposes of the remaining claims and counterclaim.

Ins. Co., 293 S.C. 203, 206, 359 S.E.2d 298, 300 (1987). A court will reform an instrument on the ground of mistake under the following circumstances: (1) where there is a mutual mistake as to the facts upon which it is based, or as to the terms and stipulations embraced therein; or (2) where one of the parties only is under such mistake, either of the facts or the stipulations, and such mistake has been occasioned by the fraud, deceit, or imposition in any form of the other." *Gowdy v. Kelley*, 185 S.C. 415, 194 S.E. 156, 160 (1937).

A written instrument may be reformed on the ground of mutual mistake when the mistake "consists in the omission or insertion of some material element affecting the subject matter or the terms and stipulations of the contract, inconsistent with those of the parol agreement which necessarily preceded it." *George v. Empire Fire and Marine Ins. Co.*, 344 S.C. 582, 590 545 S.E.2d 500, 504 (2001). However, it must be shown by evidence which is most clear and convincing not simply that it was a mistake on the part of one of the parties but that it was a mutual mistake. *Sims v. Tyler,* 276 S.C. 640, 642, 281 S.E.2d 229, 230 (1981). The requirement that the evidence be clear and convincing does not require that it be unanimous or undisputed in all details. Instead, clear and convincing evidence is simply that degree of proof which produces in the fact finder a "firm belief" as to the allegations sought to be established. *Satcher v. Satcher*, 351 S.C. 477, 483, 570 S.E.2d 535, 538 (Ct. App. 2002). Such measure of proof is intermediate, more than a mere preponderance, but less than is required for proof beyond a reasonable doubt; it does not mean "clear and unequivocal." *Id.*

A mistake is mutual where both parties intended a certain thing and by mistake in the drafting did not get what both parties intended. *Sims,* 276 S.C. at 642, 281 S.E.2d at 230. In the context of a claim for mutual mistake, reformation is proper where, preceding the execution of the instrument, and as the inducement to its execution, the parties had "an understanding, an

agreement, [or] a contract;" and, "in the effort to reduce the evidence in writing of that contract, a mutual mistake was made, by which mistake, so made, the understanding, the agreement, the contract, of the parties in relation to the subject-matter thereof was not carried into effect." *Brock v. O'Dell*, 44 S.C. 22, 21 S.E. 976, 979 (1895). The Court cannot assume such an understanding, agreement or contract, but rather it must be proved. *Gowdy,* 185 S.C. at 415, 194 S.E. at 159.

However, it is also important to note that the antecedent understanding or agreement need not be so complete and certain to constitute a contract in itself. *See, e.g.*, Restatement (Second) of Contracts § 155 cmt. a (1979); *Ceberus Intern., Ltd. V. Apollo Mgmt., L.P.*, 794 A.2d 1141 (2002) (stating that the "understanding need only be complete as to the issue involved" and "need not constitute a complete contract in itself"). An antecedent understanding or agreement can be inferred from the relevant circumstances even in the absence of a specific writing. *See, e.g., Timms v. Timms*, 290 S.C. 133, 348 S.E.2d 386 (1986) (affirming reformation of property descriptions in deeds to equalize acreage between two brothers even though no written agreement existed to that effect and defendant disclaimed the existence of any such agreement); *see also Comm. Union Assur. Co. v. Castile*, 283 S.C. 1, 320 S.E.2d 488 (1984) (upholding reformation of insurance policy to cover 1977 Ford rather than 1972 Chevrolet based on prior phone call between plaintiff's mother and agent that 1977 Ford was what plaintiff intended to insure but mistake arose when plaintiff's mother provided agent with wrong registration card).

A written instrument is subject to reformation even if its terms are themselves unambiguous. Although the clear and unambiguous language of the contract [or deed] is controlling in contract construction cases, "our jurisprudence recognizes that different considerations apply where a party seeks reformation." *Progressive Max Ins. Co. v. Floating*

Caps, Inc., 405 S.C. 35, 49, 747 S.E.2d 178, 185 (2013). Ambiguity or uncertainty has nothing to do with the reformation of a written instrument, but rather reformation is adjudged because the instrument, by reason of mistake or fraud, does not embody the true agreement of the parties. *See, e.g., Southern Realty & Constr. Co. v. Bryan*, 290 S.C. 302, 310, 350 S.E.2d 194, 198 (Ct. App. 1986). Stated another way, "[a] contract may be clear and unambiguous as far as it goes and yet may not express the agreements of the parties, by reason of mutual mistake, allowing it to be reformed as equity may require." *Progressive Max Ins.*, 405 S.C. at 49, 747 S.E.2d at 185.

When reformation of a written instrument is sought, the rules of construction of written instruments, such as the ban on extrinsic evidence or the doctrine of merger, do not apply. *Progressive Max Ins.*, 405 S.C. at 49, 747 S.E.2d at 185. In determining whether to grant reformation, the Court is to accept parol evidence as it "would be virtually impossible to prove mutual mistake as a ground for reformation without parol evidence." *Southern Realty,* 290 S.C. at 309, 350 S.E.2d at 198; *see also Walden v. Skinner*, 101 U.S. 577, 585 (1879) ("evidence of fraud or mistake is seldom found in the instrument itself, from which it follows that unless parol evidence may be admitted for that purpose the aggrieved party would have as little hope of redress in a court of equity as in a court of law"). This includes parol evidence relating to conduct occurring after the written instrument was executed. *See, e.g., Sims,* 276 S.C. at 642, 281 S.E.2d at 230 (reversing ruling in reformation case where purchaser of property *subsequently* paid the taxes, built a doghouse, and planted a garden on the subject property and such acts were deemed indicative of purchaser's intent for purposes of mutual mistake analysis).

II. FINDINGS OF FACT[2]

This dispute arises from a transfer of property made pursuant and subsequent to the execution of the September 26, 1994 Development Agreement (the "1994 Development Agreement") between Kiawah Resort Associates, L.P. ("KRA") and the Town of Kiawah Island ("Town"). KRA, a principal owner and the developer of land on Kiawah Island, had acquired substantial undeveloped lands, assets, and resort amenities on Kiawah Island in 1988. The purpose of the 1994 Development Agreement was to create an enforceable contract between the Town and KRA with respect to the zoning, development, and entitlement rights relating to the undeveloped lands that KRA had acquired in 1988. Defendant Kiawah Island Community Association, Inc. ("KICA") was not a party to the 1994 Development Agreement, but was a third-party beneficiary of the provisions requiring KRA to convey certain property to KICA, a non-profit corporation that serves as the property owners' association for substantially all owners of property on Kiawah Island.

A. *The Beachfront Strip.*

As set forth in Section 16(b) of the 1994 Development Agreement, one of the required conveyances to be made by KRA to KICA involved a "10-Mile Strip of Beachfront Property" (the "Beachfront Strip"). *See* Pl. Ex. 5, Development Agreement, Section 16(b), at p. 42. This transfer to KICA was to occur on or before January 1, 1996. The 1994 Development Agreement included the following written description regarding the intended conveyance:

> It is understood and agreed that there is a strip of scenic dunes and high land owned primarily by the Property Owner (some of which is encumbered by the General Covenants, certain view and access easements and other agreements of record) which extends along the Kiawah Island beachfront for approximately 10

[2] Based on the arguments raised by Plaintiffs in their Motion to Alter or Amend, and the varying positions taken by the parties on the nature of the evidence presented, the Court is making a full recitation of all findings of fact in order to clarify the record.

> miles **as generally depicted on Exhibit 16.2**. This strip of high land varies in width, but often is 200' to 300' wide and is generally seaward of most residential, resort, or commercial property lines. It generally comprises the area of land abutting most seaward platted residential Lot lines and the mean high water mark of the Atlantic Ocean.

Id. (emphasis added). The referenced Exhibit 16.2 is a graphical depiction of the Beachfront Strip that depicts the intended boundaries of the Beachfront Strip. Both parties to the 1994 Development Agreement initialed Exhibit 16.2. KICA was a third-party beneficiary to Exhibit 16.2, as it reflects a specific benefit that the contracting parties intended to confer upon KICA.

Exhibit 16.2 depicts the Beachfront Strip by using black and white diagonal hatchmarks. The hatchmarks stop at the eastern boundary of a 16.088 acre parcel reflected on Exhibit 16.2 that is also the subject property of an approved survey entered in evidence. *See* Intv. Ex. 5, Survey of 16.088 Acre Parcel. This survey fixes the eastern boundary of the 16.088-acre parcel, and therefore allows for the intended western boundary of the Beachfront Strip shown in Exhibit 16.2 to be reliably determined. At various points during the hearing, the parties made reference to Parcel 13, which is a 19.5-acre development parcel recognized within the 1994 Development Agreement that subsumes the 16.088-acre parcel. Parcel 13 is also referred to as the "Beachwalker Ocean Parcel." The difference in acreage between the 16.088-acre parcel and the 19.5-acre parcel consists of the addition of the acreage within the Employee Facility Tract plus some other acreage to the west. Trial Transcript ("Tr.") at 271:25-272:6 (Long). The eastern boundary of Parcel 13 is the same as the surveyed eastern boundary of the 16.088 acre parcel shown on the survey that was admitted in evidence. Tr. at 111 (Permar); Tr. at 271-272 (Long). The testimony of the witnesses was consistent that the eastern boundary of Parcel 13 was intended to be the western boundary of the Beachfront Strip depicted on Exhibit 16.2. *See, e.g.*, Tr. at 70:14-19 (Permar); 132:17-21 (Rhoad); 271:18-272:6 (Long); 451:16-452:4 (McAdory).

It is important to note what Exhibit 16.2 does not reflect. It does *not* show that the hatchmarked area indicating the Beachfront Strip was intended to resume to the west of Parcel 13 or that it was intended to include the 4.62 acres of additional land that are the subject of this action (the "Additional Land"). Rather, as has been noted, it shows that the Beachfront Strip terminates to the east of Parcel 13 and it does not include the Additional Land. Tr. 61:18-22 (Permar); Tr. 163:8-13 (Rhoad); Tr. 213:24-214:7 (McKinney); Tr. 392:21-393:6 (Clarkson). The graphical depiction in Exhibit 16.2 is also consistent with the testimony regarding the intent of the parties as to the location and western boundary of the Beachfront Strip. Tr. at 53:11-53:17 (Permar); Tr. at 132:17-21(Rhoad); Tr. at 184:11-23 and 196:7-18 (McKinney); Tr. at 231:7-20 (Long) and Tr. at 391:24-392:14 (Clarkson).

The evidence presented by Plaintiffs reflected not only KRA's intent, but also KICA's intent, as three of the witnesses presented by Plaintiffs either served as board members or officers of KICA at the time of the conveyance.[3] Neither KICA nor the Intervenors presented any witnesses who testified that KICA, or the Town, specifically had a contrary intent with regard to the Beachfront Strip. The sole witness called by KICA, Tammy McAdory, confirmed that she did not contest or challenge the testimony of Permar, Long, McKinney, or Clarkson relating to KICA's intent with respect to the Beachfront Strip. Tr. at 446:6-14. This is significant in the context of an adversary proceeding. McAdory is a long-standing employee of KICA and, from 1989 to 1996, served as the Assistant to the General Manager. If KICA's intent had been something other than what Permar, Long, McKinney, and Clarkson had testified, McAdory would seem to have been in a position to say so. The various witnesses called by Intervenors

[3] The testimony provided by McKinney, Long and Clarkson is competent evidence of KICA's intent, as each of these witnesses had a specific legal capacity with KICA at the time in addition to his capacity with KRA. *See, e.g., Kishter v. Seven Courts Community Ass'n, Inc.*, 96 Md. App. 636, 642, 626 A.2d 993, 996 (Ct. Spec. App. 1993) (reversing judgment of trial court in deed reformation case for failure to consider evidence of mutual intent provided by witness who had legal capacity on behalf of both developer and property association).

admitted that they had no personal knowledge regarding the intent of the Town, KRA, or KICA. Tr. 515:8-13; 538:8-12; 562:3-8; and 594:11-22. Also, evidence of verbal admissions against interest on the part of Craig Weaver, KICA's Board Chair in 2012, conceding that the conveyance of the Additional Land was a mistake and was unintended, was entered into the record. KICA did not call Weaver or any witness to dispute this testimony. Instead, through McAdory's testimony, KICA corroborated that Weaver had made the admission.

The evidence presented by Plaintiffs indicates that the depiction of the Beachfront Strip in Exhibit 16.2 was intentional. It was specifically discussed, corrected and confirmed prior to execution of the 1994 Development Agreement. Tr. at 40:4-24 and 49:13-53:21. Importantly, the underlying purpose and intent of KRA's transfer of the Beachfront Strip was not to grant KICA any of KRA's developable oceanfront property, but merely the *undevelopable strip* of dune fields that were seaward of oceanfront properties already sold to third parties.[4] Tr. at 51:14-22; 127:25-128:4; and 185:10-21. The depiction of the Beachfront Strip on Exhibit 16.2 was specifically consistent with this purpose and intent. Tr. at 53:7-18; 184:11-185:21 and 231:1-231:15. Again, no party presented any evidence or testimony that Exhibit 16.2 was inconsistent with the intent of the Town, KRA, or KICA. KICA did not show, or even assert, that it had a specific and affirmative intent to receive the Additional Land.

Based on the consistent testimony of the witnesses who were directly involved in 1994 and 1995 on behalf of the Town,[5] KRA and KICA, the eastern boundary of the Parcel 13, which

[4] In the Final Order dated June 4, 2014, the Court made findings as a matter of fact and law that the entirety of the Additional Land was undevelopable property in 1994. Upon review, the Court recognizes that this finding was incorrect as some portions of the Additional Land were developable at that time. Furthermore, the 4.62 acres of Additional Land, when owned by Plaintiffs, count towards the allowable densities within the development parcels where the Additional Land sits, which several witnesses testified was additional evidence that the inclusion of the Additional Land was unintended.

[5] Rhoad, who testified at the hearing, served as the Town Attorney for Kiawah from 1988 to 2002 and from 2003 through the present, and was serving in this capacity when the 1994 Development Agreement was negotiated and

was also the eastern boundary of the 16.088 acre parcel, is where the Beachfront Strip was intended to end. Tr. at 53:11-17 (Permar); 132:17-21; 184:15-23; 236:9-14; 388:23-389:9. The testimony provided on this was clear, as neither KICA nor the Intervenors called any witness who testified that Exhibit 16.2 did not reflect the intended western boundary of the Beachfront Strip. However, as a result of the wording of the property description inserted into the Agreement for Conveyance and the Quit-Claim Deed, the western boundary as depicted in Exhibit 16.2 was not implemented.

B. *Preparation of the Agreement for Conveyance and Quit-Claim Deed.*

In connection with the execution of the 1994 Development Agreement, the various quit-claim deeds that would accomplish the intended transfers by KRA to KICA, and the property descriptions therein, were prepared by Beth Nimmons. Tr. at 332:5-19. In 1994, Nimmons, who is now employed by a KRA affiliate, worked for Thomas Buist, a Charleston attorney who then served as outside real estate counsel for KRA. Nimmons was not involved in the preparation of the body of the 1994 Development Agreement or Exhibit 16.2, but was tasked with preparing the Agreement for Conveyance of Properties on Kiawah Island, SC (the "Agreement for Conveyance") and all related deeds, including the Quit-Claim Deed for the Beachfront Strip for review by Mr. Buist. Tr. at 333:2-11.

The Agreement for Conveyance specifically references and incorporates the 1994 Development Agreement. It was signed by KRA and KICA because KICA was not a signatory to the 1994 Development Agreement, but instead was merely a third-party beneficiary. Although this third-party beneficiary status would generally allow for KICA to enforce the

executed. Mr. Rhoad testified that the Town and KRA "never intended" the Beachfront Strip to include any developable property, but rather just the "undevelopable" 10-mile strip to the east of Parcel 13. Tr. at 128:3-4; 131:19-21. Mr. Rhoad confirmed that the Town did not intend for the Additional Land, as outlined in red on Pl. Ex. 29, to be part of the Beachfront Strip. Tr. at 163:8-13.

benefit that the contracting parties intended to confer upon KICA, there was a desire that an agreement be entered directly with KICA to confirm the conveyances set forth within the 1994 Development Agreement. All agreed to this, so the Agreement for Conveyance was prepared and added as an exhibit to the 1994 Development Agreement. The terms of the Agreement for Conveyance indicate that KRA and KICA considered the 1994 Development Agreement as an antecedent understanding that the Agreement for Conveyance was intended to implement:

> WHEREAS, **under the terms of the Development Agreement**, KRA, L.P., has agreed to convey to the Kiawah Island Community Association, Inc., (the "KICA") certain properties located on Kiawah Island, S.C., prior to certain dates more particularly set forth in the Development Agreement, **the terms and provisions of which are incorporated herein by reference**;
>
> WHEREAS, **KRA, L.P., has agreed to enter into the within Agreement for Conveyance** of Properties on Kiawah Island, S.C. (the "Agreement") **to evidence its agreement to the conveyance of such properties in accordance with the terms and conditions of the Development Agreement**.

Intv. Ex. 2, Agreement for Conveyance, at p. 1 (emphasis added). In all, the Agreement for Conveyance includes 26 incorporations and references to the 1994 Development Agreement. The frequency of these references by the parties is telling. For each conveyance described within the Agreement for Conveyance, KRA and KICA stipulated that the individual conveyance was to be either:

- "as set forth in [the] Development Agreement;"
- "as more fully set forth in [the] Development Agreement,"
- "all as more particularly set forth in [the] Development Agreement,"
- "all in accordance with [the] Development Agreement," or
- "pursuant to [the] Development Agreement."

See, e.g., Intv. Ex. 2, Agreement for Conveyance, at 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12. The terms of the Agreement for Conveyance indicate that it was intended to confirm the conveyances

KRA was required to make to KICA pursuant to the 1994 Development Agreement. However, the property description for the Beachfront Strip prepared and inserted by outside counsel into the Agreement for Conveyance described the Beachfront Strip that deviated from the depiction of the Beachfront Strip "set forth in [the] Development Agreement," i.e., in Section 16(b).

The property description that Nimmons prepared to describe the Beachfront Strip and that was inserted into the Agreement for Conveyance and, later, the Quit-Claim Deed, reads as follows:

> All that certain piece, parcel or strip of land, situate, lying and being in the Town of Kiawah Island, County of Charleston, South Carolina, approximately 10 miles in length, **the westernmost boundary of which being an imaginary line having as its northern terminus, a point marked by a concrete monument having State Plane Coordinates N275,327.0025/E2,267,801.5097 located at the southwesternmost corner of a 2.067 acre tract of land located at the terminus of Beachwalker Road on Kiawah Island, known generally as the "Employee Facility Tract" and as shown on a plat by Williams & Associates dated March 20, 1981, and recorded in Plat Book AS at page 85, in the R.M.C. Office for Charleston County, S.C. (the "R.M.C. Office"); thence running with said imaginary line from said point in a southerly direction S04°55'16"E to the mean high water mark of the Atlantic Ocean**; said strip of land thence extending eastwardly to an imaginary line extending due south from a point marked by a concrete monument numbered 27722 shown on Page 3 of 3 of a plat of the "Links Course Tract" by Davis & Floyd, Inc., dated February 6, 1989, and recorded in Plat Book BV at page 38, in the R.M.C. Office to the mean high water mark of the Atlantic Ocean, said strip of land varies in width, but is generally between 200' and 300' wide, and extends from the seaward boundary lines of most beachfront residential, resort and commercial properties on Kiawah Island, as shown on plats of record in the R.M.C. Office, to the mean high water mark of the Atlantic Ocean.

Intv. Ex. 2, Agreement for Conveyance, at p. 9 (emphasis added). The aspect of this property description that is relevant to this case is the provision indicating that the westernmost point of the Beachfront Strip would be the southwesternmost corner of the Employee Facility Tract, as opposed to the eastern boundary of the 16.088-acre parcel as indicated in Exhibit 16.2

The 1994 Development Agreement, through its direct reference to Exhibit 16.2, indicated that the Beachfront Strip would terminate at the eastern boundary of Parcel 13, not at the southwestern corner of the Employee Facility Tract. However, the property description drafted by Nimmons for insertion into the Agreement for Conveyance indicates that the Beachfront Strip would have its westernmost boundary at a line that extended in a southerly direction from a concrete marker at the southwesternmost corner of the Employee Facility Tract. That point was several hundred feet to the west of where it should have been per Exhibit 16.2, and resulted in an extra 4.62 acres of land being included in the Beachfront Strip. The same erroneous property description inserted in the Agreement for Conveyance was also inserted, by Nimmons, into the Quit-Claim Deed that would convey the Beachfront Strip to KICA (the "1995 Quit-Claim Deed").

When preparing the property description for the 1995 Quit-Claim Deed, Nimmons did not have a copy of Exhibit 16.2. The document was kept at Town Hall. In order to prepare the relevant deeds, Nimmons was given a bullet list of the properties that KRA was to convey, along with verbal instructions from Leonard Long, a principal of KRA and an officer of KICA, to get a description of "the beachfront strip which is everything in front of sold lots and sold product for 10 miles." Tr. at 274:18-23. This instruction was meant to capture the underlying intent of the Beachfront Strip, which as the Town's attorney confirmed at the hearing was "to avoid a repeat of the Isle of Palms situation"[6] but was "never intended to include any developable property." Tr. 127:25-128:4 and 230:20-25. The only description for the Beachfront Strip in the bullet list given to Nimmons read "10 mile beachfront strip of front beach dunes." Pl. Ex. 2, Letter and Exhibit, at p. 4. No plat of the ten-mile long Beachfront Strip existed. Obtaining a survey would have

[6] The "Isle of Palms situation" related to a series of events occurring years prior. Owing to significant accretion of the southern end of the Isle of Palms, additional buildable oceanfront home sites were created and developed that were seaward of existing properties that had previously been sold as beachfront properties. Tr. at 128:5-11; 182:5-25 and 232:5-18. The conveyance of the Beachfront Strip was intended to avoid any such scenario on Kiawah Island.

required substantial time and would have cost hundreds of thousands of dollars (Tr. at 230:10-15), burdens that were deemed avoidable at the time because the Beachfront Strip was to be limited only to the undevelopable dune fields in front of oceanfront lots that had already been sold to third parties.

Based on her own knowledge of Kiawah Island, but not upon specific instructions from the parties and without aid of reference to Exhibit 16.2, Nimmons decided that she would use the Employee Facility Tract in order to set the western boundary of the Beachfront Strip in the Agreement for Conveyance and Quit-Claim Deed. Tr. at 336:14-337:2. Nimmons testified that she made this decision, based on her best judgment as how to craft the property description as being between sold lots and the mean high water mark. She testified that no one ever instructed her that the southwesternmost corner of the Employee Facility Tract was to serve as the western boundary of the Beachfront Strip, but that she made this determination herself. Tr. at 339:10-21. Nimmons further testified that, as a result of her use of the southwest corner of the Employee Facility Tract to form the western boundary of the property description for the Beachfront Strip, the property description she prepared did not match Exhibit 16.2 and, therefore, did not achieve the intent of the parties. Tr. 340:25-341:5. Long confirmed, as did other witnesses, that Nimmons' property description did not match or implement the intent of KRA, the Town, or KICA. Tr. at 229:15-18; 392:21-25. No one contradicted this crucial evidence.

Nimmons further testified that if she had pulled all of the plats for all east to west parcels on Kiawah Island, or if she had been given Exhibit 16.2, or if she had seen the parcel map (Pl. Ex. 27), she would have known that she should not have used the southwest corner of the Employee Facility Tract as the starting point for the western boundary of the Beachfront Strip. However, preparing the deeds was a "monumental task" as there were numerous other transfers in addition

to the Beachfront Strip for which property descriptions had to be prepared. Tr. at 381:3-8 and 352:15-18. The parties noted time pressures to get the process completed. Various portions and exhibits to the 1994 Development Agreement were being drafted and revised by different people. Various individuals, including Long and McKinney, separately reviewed the entire 1994 Development Agreement and the numerous deeds and exhibits thereto but did not catch the error in the Agreement for Conveyance and Quit-Claim Deed. In this regard, the witnesses were not merely reviewing the single Quit-Claim Deed, but rather a three-volume agreement with numerous agreements, exhibits, deeds, and related documents.

On December 29, 1995, KRA executed the Quit-Claim Deed that included the erroneous property description drafted by Nimmons. The Quit-Claim Deed conveyed the Beachfront Strip to KICA "subject to the covenant, condition, and restriction that the Property shall be maintained and utilized as a Common Property" as defined in the KICA Declaration of Covenants and Restrictions, recorded in Book M114, Page 407 in R.M.C. Office, as amended (the "KICA Covenants"). Subsequent to that conveyance, the tax maps and zoning maps were never modified to show the Additional Land as a separate parcel, even though it is subsumed by Parcels 12 and 13, which were owned by KRA and now by KDP II. Tr. at 58:2-10; Pl. Ex. 15, Letter and Exhibits from Long to Rhoad, and Pl. Ex. 33, Town Zoning and Future Land Use Maps. Even now, 20 years later, the zoning and tax maps (and KICA's internal maps) continue to reflect KRA and KDP II as the owner of the Additional Land. KICA has never revised the maps or requested them to be revised, and has never paid property taxes on the Additional Land.

C. *The Additional Land.*

As a result of the erroneous property description in the Quit-Claim Deed, a large area of land totaling 4.62 acres was transferred to KICA that is physically disconnected from the

remainder of the Beachfront Strip and that is not within the depiction of the Beachfront Strip on Exhibit 16.2.[7] Rhoad testified that neither the Town nor KRA intended for the Additional Land to be included in the Beachfront Strip, as it includes developable land. Tr. at 129:3-11 and 163:8-13. The portion of the Additional Land above the setback line could, as the testimony showed, be subdivided and sold as 2 or 3 oceanfront lots, which are developable and highly valuable. Tr. at 194-195. Even the portions that lie seaward of the State of South Carolina's beachfront baseline or critical line may, with regulatory approval, be used for pools, gazebos, decks, walkways, and similar improvements in connection with a hotel or other form of oceanfront development. Tr. at 516:5-517:17. As several witnesses corroborated, the 4.62 acres of the Additional Land are also significant as they all count toward the number of units that Plaintiffs are entitled to build on Development Parcels 12 and 13 pursuant to the 1994 Development Agreement.

McKinney, a KICA board member in 1994 and 1995, confirmed that KICA did not intend nor expect to receive the 4.62 acres as part of the Beachfront Strip. Tr. at 190:7-9; 190:19-21. Long, a KICA board member in 1994 and 1995 and Secretary of KICA in September 1994, corroborated that KICA's intent was that the Beachfront Strip would terminate at the eastern boundary of Parcel 13. Tr. at 236:9-14. Clarkson, a KICA board member and President of KICA in September 1994, also confirmed that KICA did not intend for the Additional Land to be conveyed as part of the Beachfront Strip. Tr. at 392:21-393:6. Clarkson's and Long's testimony of intent is particularly probative as they signed the Agreement for Conveyance on behalf of KICA. Tr. at 388:17-119; Intv. Ex. 2, Agreement for Conveyance. As noted above, the sole witness called by KICA did not contest or challenge the testimony given by McKinney, Long,

[7] In the pleadings and during the hearing, the parties refer to the 4.62 acres as the Additional Land, so the Court has adopted the same terminology.

and Clarkson of KICA's intent as it relates to the Beachfront Strip. Furthermore, the record includes evidence that KICA, through its subsequent Board Chair Craig Weaver, later acknowledged that the conveyance of the Additional Land indeed was the result of a "mistake" and that KICA did not intend to benefit from an "unintended transfer of property." Tr. at 411:8-11 and 459:5-21.[8] Two witnesses corroborated this admission against interest, while no witnesses denied or contested it.

D. *Additional Evidence Relevant to Intent.*

Moreover, since the Quit-Claim Deed was recorded, KICA has never assumed control of the Additional Land or maintained it as Common Property, even though KICA would otherwise be obligated to do so under the KICA covenants. The Quit-Claim Deed required that the property being conveyed be maintained and utilized as a Common Property:

> **This conveyance is made further subject to the covenant, condition and restriction that the Property shall be maintained and utilized as a Common Property** as defined in the Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., recorded in Book M114, page 407 in the R.M.C. Office, as amended, (the "KICA Covenants") and shall be made subject to such rights and restrictions as are applicable to the common properties as set forth in said KICA covenants.

Intv. Ex. 3, Quit-Claim Deed. KICA has not maintained or utilized the Additional Land as its Common Property and has no records indicating otherwise, but it has maintained, utilized and asserted control over the entire portion of the Beachfront Strip that is east of Parcel 13. This indicates that KICA did not intend or expect the Additional Land to be conveyed to KICA as part of the Beachfront Strip, nor did KICA believe that it had acquired the Additional Land. Otherwise, it is reasonable to infer that KICA would have undertaken its duties as the steward of all Common Property owned by KICA. No witnesses were able to identify *any* actions of

[8] Neither KICA nor the Intervenors called Craig Weaver as a witness. As a result, there is no dispute with Clarkson's in-court testimony regarding KICA's later admission of mistake, which McAdory also heard and confirmed that Mr. Weaver had made. Tr. at 459:2-21.

maintenance or control that KICA had ever undertaken relating to the Additional Land. Tr. at 452:15-453:13; 395:1-18. There is also no record of KICA ever incurring any expense relating to the Additional Land. Tr. at 453:14-17. Mark Permar, who is closely familiar with land planning activities on Kiawah Island, was not aware of any actions or investments undertaken by KICA relating to the Additional Land. Tr. at 18:21; Tr. at 69:18-22.

There is also probative evidence within what records KICA does maintain. For example, KICA's Dunes Management Guidelines reflect that KICA's dunes management activities stop at the eastern boundary of Parcel 13 (i.e., the surveyed eastern boundary of the 16.088 acre tract) and do not extend westward to the disconnected area of Additional Land. Tr. at 447:5-448:22.[9] Also, KICA's Map of its Common Property does not reflect the Additional Land as being Common Property owned by KICA, but rather reflects the Additional Land as being owned by KRA. Pl. Ex. 32, KICA Map of Common Property; Tr. at 451-452. When viewed together, the evidence arising by conduct creates a compelling inference that KICA never intended or considered itself to be the rightful owner of the Additional Land.

The Additional Land is surrounded by property owned by Plaintiffs (Pl. Ex. 29, Permar Overlay Exhibit) and is reflected in Plaintiffs' maps and records as developable property belonging to Plaintiffs. *See* Pl. Ex. 27, KRA Parcel Map. Zoning and land use maps maintained by the Town continued to reflect that the Additional Land was owned by Plaintiffs and continued to carry the zoning classifications and entitlements that Plaintiff had negotiated through the 1994 Development Agreement. Pl. Ex. 33, Town Zoning and Land Use Maps. The 1994 Development Agreement shows the Additional Land as belonging to KRA as part of Parcel 12, the "Beachwalker Park" Parcel (TMS No. 207-05-00-001) and Parcel 13, the "Beachwalker Ocean"

[9] The western boundary of the KICA Dunes Property as reflected in Appendix E to KICA's Dunes Management Guidelines comports precisely with the western boundary reflected in Exhibit 16.2 of the Development Agreement. *Compare* Pl. Ex. 5 (at Exhibit 16.2) with Pl. Ex. 31.

Parcel. Exhibits to the 2005 Development Agreement reflect the Additional Land as part of the undeveloped, but developable, parcels on Kiawah Island owned by KRA. Pl. Ex. 30, Exhibit 4.1 to the 2005 Development Agreement.

Plaintiffs have continuously paid the property taxes on the Additional Land. Tr. at 322. KICA, on the other hand, has never paid property taxes on the Additional Land and has never contacted Plaintiffs to discuss reimbursement of the property taxes paid. Tr. at 322:16-19. Similarly, KICA has never requested or caused the applicable County tax maps to be redrawn in order to reflect that the Additional Land is part of the Beachfront Strip or owned by KICA. Even after the erroneous Quit-Claim Deed was executed, the Additional Land remained a part of TMS No. 207-05-00-0011 on the real property tax records of Charleston County, which indicates that the Additional Land is owned by KRA and has never been formally subdivided into a separate tax map parcel. *See* Intv. Ex. 8, Fifth Amendment to 2005 Development Agreement.

Although the argument was raised that the property description inserted by Nimmons into the Agreement for Conveyance should serve as the best evidence or even as dispositive evidence of KICA's intent, the Court finds differently. As demonstrated by Plaintiffs' Exhibit 13, KICA has executed a confirmatory quit-claim deed to KRA returning a separate 3.054 acre parcel (the East Beach Ocean Parcel) on the basis that, although the property description might have included the parcel, KICA did not intend for the parcel to be included within the Beachfront Strip or for the parcel to become Common Property:

> **KICA**, by the execution, delivery and recordation of the within Confirmatory Quit-Claim Deed, **does hereby agree and confirm that** (i) **the Property was not, nor was it ever intended to be included in the Beachfront Deed conveyance**; (ii) that any and all reservations, limitations or restrictions purportedly imposed on or implied by, through, or under the Beachfront Deed to be on the Property are hereby declared null, void, and of no further force or effect if ever in effect; and (iii) that **no portion of the Property is, or ever was**

intended to be maintained and utilized as a "Common Property" as such term is defined in the KICA Covenants.

See Pl. Ex. 13, Confirmatory Quit-Claim Deed, at p. 2 (emphasis added). The evidentiary record indicates that KICA has confirmed in a similar prior circumstance that the property description of the Beachfront Strip in the Agreement for Conveyance and Quit-Claim Deed was *not* consistent with KICA's intent relative to the Beachfront Strip.

In the process of working with KICA to make other corrective exchanges of property, KRA first learned of the mistake relating to the western boundary of the Beachfront Strip in 1997, but did not know the actual extent of the mistake until 2011, when a survey was obtained indicating that the Additional Land was 4.62 acres and included valuable, developable high land. The previously available survey of the Employee Facility Tract did not reflect the location of that tract relative to mean high water, such that the extent of the issue would not have been noticeable. In any event, KICA has taken no identifiable actions and had no identifiable involvement with the Additional Land during this time frame, so there is no evidence to suggest that KICA would be adversely affected through reformation of the Quit-Claim Deed. Since 2011, KRA has engaged in discussions with KICA in an effort to correct the mistake relating to the Additional Land, a mistake that KICA's 2012 Board Chair has acknowledged. Unlike the prior instances, in which other mistakes were remedied through corrective deeds, KICA acknowledged the mistake relating to the Additional Land, but took the position, upon advice of counsel, that it should not execute a corrective deed and the mistake could only be corrected by a vote of KICA's full membership or the filing of a reformation action. The prior corrections, one which benefitted KRA and one which benefitted KICA, were implemented without a vote of KICA's members and without legal action. Believing that the Quit-Claim Deed should be

reformed to exclude the Additional Land and that no vote of the KICA's membership was needed, KRA brought this action to obtain reformation of the Quit-Claim Deed.

III. PLAINTIFFS HAVE PRESENTED CLEAR AND CONVINCING EVIDENCE OF MUTUAL MISTAKE SUFFICIENT TO WARRANT REFORMATION OF THE QUIT-CLAIM DEED.

A. The 1994 Development Agreement and Exhibit 16.2 Are an Antecedent Understanding Between KRA and KICA Relating to the Beachfront Strip that the Property Description Failed to Reflect.

As noted above, in order to grant Plaintiffs' claim for reformation of the Quit-Claim Deed, the Court must find that an antecedent understanding existed to which the Quit-Claim Deed could be reformed. This case is somewhat unique as the Agreement for Conveyance, which is the first document that KICA and KRA both signed, is not the actual genesis of the understanding between KICA and KRA regarding the Beachfront Strip. As indicated by the terms of the Agreement for Conveyance, it is the 1994 Development Agreement that the parties adopted as the antecedent understanding that the Agreement for Conveyance was intended to evidence and memorialize. This makes sense as it was the 1994 Development Agreement that created the rights that the Agreement for Conveyance simply sought to evidence and confirm.

It is understood that "[e]ach suit for reformation stands on its own peculiar facts. *Belin v. Stikeleather*, 232 S.C. 116, 123, 101 S.E.2d 185, 188 (1957). The facts of this case are indeed unique, making it important to mind the underlying equitable principle that "the equitable power of a court is not bound by cast-iron rules but exists to do fairness[.]" *Hooper v. Ebenezer Sr. Servs. & Rehab. Ctr.*, 386 S.C. 108, 116-17, 687 S.E.2d 29, 33 (2009). The focus of the Court's inquiry is to determine whether a mistake in drafting of the property description resulted in an outcome that did not match the intention of the parties reflected through some antecedent understanding. The Court believes that a mistake did occur, and that the mistake was mutual as

it resulted in an outcome that was intended by neither KRA nor KICA. The evidence supporting the Court's belief, which is a firm belief in accordance with the applicable evidentiary standard, is clear and convincing. As a result, reformation is proper in order to implement the actual intention of the parties in place of the unintended situation that arose due to the mistake in the drafting of the property description.

As the Court has recognized, and none of the parties have disputed, the 1994 Development Agreement made KICA a third-party beneficiary relating to the Beachfront Strip and the other required conveyances. A third-party beneficiary is a party that the contracting parties (the Town and KRA) intend to directly benefit. *Helms Realty, Inc. v. Gibson-Wall Co.,* 363 S.C. 334, 340, 611 S.E.2d 485, 488 (2005). It is a generally accepted rule that the rights of a third party beneficiary are determined by the intentions of the contacting parties. *See, e.g., Raritan River Steel Co. v. Cherry Bekaert & Holland,* 329 N.C. 646, 651, 407 S.E.2d 178, 181 (1991) (stating that ordinarily the determining factor as to the rights of a third-party beneficiary is the intention of the parties who actually made the contract); *see also* 16 Am.Jur. Proof of Facts 2d 55, § 5 at p. 69. This stands to reason, as it is the contracting parties, and not the third-party beneficiary who must agree regarding the consideration, rights, and obligations they will exchange.

This legal principle has several implications. First, as the intent of the contracting parties shapes KICA's rights as the third-party beneficiary, the intent and terms of the 1994 Development Agreement must be weighed in reaching the outcome in this case. The Court believes that the 1994 Development Agreement, which refers to Exhibit 16.2 and not the property description prepared by Nimmons, establishes the relevant intent. Secondly, in light of KICA's third-party beneficiary status, the Court must decide whether the 1994 Development

Agreement is an antecedent understanding between KRA and KICA as to the intended boundary of the Beachfront Strip. The Court finds that it was. As the Court noted above, the terms of the Agreement for Conveyance make clear, repeatedly, that the Agreement for Conveyance was intended to confirm and implement the conveyances as they are set forth in the 1994 Development Agreement.

Although it is true that KICA was not a signatory to the 1994 Development Agreement, the Agreement for Conveyance specifically incorporates the terms of the 1994 Development Agreement, which terms the Agreement for Conveyance was intended "to evidence," but not expand or otherwise modify. Intv. Ex. 2, Agreement for Conveyance, p. 1. Focusing on the portion of the Agreement for Conveyance addressing the Beachfront Strip, the heading for that portion indicates that the conveyance is made "pursuant to Paragraph 16(b) of the Development Agreement." Paragraph 16(b) does not reference the property description prepared by Nimmons or the southwestern corner of the Employee Facility Tract. It references Exhibit 16.2. The repeated references to the 1994 Development Agreement and Section 16(b) as the underlying basis for the conveyance indicate that KICA and KRA considered the 1994 Development Agreement to be the antecedent and original understanding that the Agreement for Conveyance and Quit-Claim Deed were intended to implement.

In total, there are 26 references to the 1994 Development Agreement within the body of the Agreement for Conveyance, which also fully incorporated all terms and provisions of the 1994 Development Agreement. Furthermore, it is the nature of the citations and references to the Development Agreement that is especially significant. For each conveyance identified in the Agreement for Conveyance, there is a stipulation that the conveyance is to be "as set forth," "as more fully set forth," "all as more particularly set forth," "all in accordance with," or "pursuant

to" the Development Agreement." *See, e.g.,* Intv. Ex. 2, Agreement for Conveyance, at p. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12. Such language, notably, appears without an exception. By fully incorporating the terms of the 1994 Development Agreement, making 26 separate citations or references to the 1994 Development Agreement, and stipulating that each conveyance would be as set forth under the 1994 Development Agreement, the evidence is clear and convincing that the provisions of the 1994 Development Agreement constitute an antecedent understanding relating to the intended conveyance of the Beachfront Strip, including the intended western boundary based on the provisions within Section 16(b) and the depiction within Exhibit 16.2.

However, when the property description was inserted into the Agreement for Conveyance and the Quit-Claim Deed, there was an "insertion of some material element affecting the subject matter or the terms and stipulations of the contract, inconsistent with those of the parol agreement which necessarily preceded it." *George v. Empire Fire and Marine Ins. Co.*, 344 S.C. 582, 590 545 S.E.2d 500, 504 (2001). Specifically, this was the use of the southwest corner of the Employee Facility Tract as the point to set the western boundary of the Beachfront Strip. The record is consistent that the surveyed eastern boundary of the 16.088 acre parcel (and/or Parcel 13) was intended as the western boundary for the Beachfront Strip, which is the intention expressed in Section 16(b) by its reference to Exhibit 16.2. The testimony on this point was consistent and ample. However, in addition to the testimony, the Court is also convinced by the consistency among the eight different maps and diagrams within the evidentiary record, each of which indicate that this surveyed eastern boundary was intended to serve as the western terminus, or stopping point, of the Beachfront Strip:

EXHIBIT	FINDINGS SUPPORTED BY EXHIBIT
1994 Development Agreement at Section 16(b) and Exhibit 16.2 (Pl. Ex. 5)	1. The location of the surveyed 16.088 acre parcel is shown. 2. Exhibit 16.2 shows that Beachfront Strip stops at the surveyed eastern boundary of 16.088 acre parcel. 3. The Additional Land is not depicted as being part of the Beachfront Strip shown on Exhibit 16.2.
2005 Development Agreement, Exhibit 4.1 (Pl. Ex. 30)	1. The location of Development Parcels 12A, 12B, and 13 are shown (which include and surround the Additional Land). Parcel 13 subsumes the surveyed 16.088-acre parcel and has the same eastern boundary. 2. Exhibit 4.1 shows that the Beachfront Strip stops at the eastern boundary of Parcel 13, which is the same as the surveyed eastern boundary of the 16.088 acre parcel. 3. The Map of Undeveloped Lands Owned by Property Owner is consistent with Exhibit 16.2, the KICA Map of Dunes Property, the KICA Common Properties Map, and the Town of Kiawah Island Zoning Map and Future Land Use Map regarding the believed location of the western boundary of the Beachfront Strip. 4. Exhibit 4.1 excludes the Additional Land from its depiction of the Beachfront Strip. 5. Exhibit 4.1, which was part of the 2005 Development Agreement that was executed by the Town and KRA and approved by a vote of KICA's membership, indicates that the Additional Land is within the area shown as "Undeveloped Lands Owned by [KRA]," as opposed to being part of the Beachfront Strip.
KICA Map of Dunes Property (Pl. Ex. 31)	1. The location of the surveyed 16.088 acre parcel is shown. 2. The KICA Map of Dunes Property shows that the Beachfront Strip stops at surveyed eastern boundary of 16.088 acre parcel, consistent with Exhibit 16.2. 3. The KICA Map of Dunes Property excludes the Additional Land from its depiction of the Beachfront Strip.
KICA Common Properties Map (Pl. Ex. 32)	1. The location of the surveyed 16.088 acre parcel is shown. 2. The KICA Common Properties Map shows that Beachfront Strip stops at surveyed eastern boundary of 16.088 acre parcel, consistent with Exhibit 16.2 and the KICA Map of Dunes Property. 3. The KICA Common Properties Map excludes the Additional Land from its depiction of the Beachfront Strip. 4. The KICA Common Properties Map indicates that the Additional Land is owned by KRA, consistent with Exhibit 4.1 to the 2005 Development Agreement.

EXHIBIT	FINDINGS SUPPORTED BY EXHIBIT
Town of Kiawah Island Zoning Map and Future Land Use Map (Pl. Ex. 33)	1. The location of the surveyed 16.088 acre parcel is shown. 2. The Town of Kiawah Zoning Map and Future Land Use Map show that the Beachfront Strip stops at surveyed eastern boundary of 16.088 acre parcel, consistent with Exhibit 16.2, Exhibit 4.1, the KICA Map of Dunes Property, and the KICA Common Properties Map. 3. The Town of Kiawah Island Zoning Map and Future Land Use Map both exclude the Additional Land from their depiction of the Beachfront Strip. 4. The Maps also indicates that the area of the Additional Land is within Development Parcels Approved by the Town for Mixed Used Development, as opposed to reserved conservation space.
Charleston County GIS Maps attached as Attachment # 6 to Letter of Leonard Long to Dennis Rhoad dated July 22, 2011 (Pl. Ex. 15)	1. The location of the surveyed 16.088 acre parcel is shown. 2. The GIS Maps that the Beachfront Strip parcel stops at the surveyed eastern boundary of the 16.088 acre parcel, consistent with Exhibit 16.2, the KICA Map of Dunes Property, the KICA Common Properties Map, and the Town of Kiawah Island Zoning Map and Future Land Use Map. 3. The GIS Maps shows that the Additional Land is not part of Beachfront Strip, but rather is part of a separate tax parcel.

See Pl. Exs. 5, 15, 30, 31, 32, and 33. The evidence shows, in a clear and convincing manner, that the eastern boundary of the 16.088 parcel was intended to serve as the western boundary of the Beachfront Strip. The consistency among these depictions is significant, as they were created by various parties and at various times using various sources. As a result, the consistency of these depictions speaks to the antecedent understanding and intent of the parties. Each of the maps and diagrams is *consistent* with Section 16(b) and Exhibit 16.2, and is *inconsistent* with the metes and bounds property description that was inserted into the Agreement for Conveyance and the Quit-Claim Deed. There is not one depiction of Kiawah Island, or any witness testimony, in the record suggesting that the southwestern corner of the Employee Facility Tract was the intended western boundary of the Beachfront Strip.

Also, although not a depiction, the Fifth Amendment to the 2005 Development Agreement also supports Plaintiffs' claim for reformation. Years subsequent to the conveyance,

the Town and KRA specifically confirmed that Exhibit 16.2 served as the governing understanding as to the intended location of the western boundary of the Beachfront Strip. Although the Intervenors argued that the Fifth Amendment is silent as to the Town's intent, this is an inaccurate view. In the Fifth Amendment, as executed, the Town and KRA specifically confirm that Exhibit 16.2 "established" the boundaries of the Beachfront Strip and that the Fifth Amendment was "intended" to be a "reaffirmation of what is clearly shown on Exhibit 16.2:"

> WHEREAS **Exhibit 16.2 to the First Agreement was a graphic illustration of the location of the Beachfront Strip that established the western terminus of the Beachfront Strip as the eastern boundary and extended eastern boundary of Parcel 13** of the First Agreement, known as the Beachwalker Ocean Parcel (TMS No. 207-05-00-118) in the First Agreement;
>
> * * *
>
> WHEREAS, **this Fifth Amendment is intended to be a reaffirmation of what is clearly shown on Exhibit 16.2 of the First Agreement** and Exhibit 1.3 of the Agreement;

See Intv. Ex. 9, Fifth Amendment to the 2005 Development Agreement, p. 3-4 (emphasis added). Within the Fifth Amendment, the Town is not silent as to its intent with regard to the western boundary of the Beachfront Strip. It is true that some aspects of the Fifth Amendment were modified prior to its passage by Town Council. However, by approving and executing a legal document intended as a "reaffirmation of what is clearly shown on Exhibit 16.2," which is that the western boundary of the Beachfront Strip was the eastern boundary of Parcel 13, the Town was not being silent about its intent. The evidence is sufficient to create a firm belief on the part of the Court that Exhibit 16.2 is a sufficient and antecedent understanding among all three parties to support Plaintiffs' claim for reformation.

B. There Is Significant Additional Evidence That The Property Description in the Agreement for Conveyance and Quit-Claim Deed Is Inconsistent With The Intent and Understanding of the Parties.

In a contested reformation hearing, the defendant is entitled to present evidence opposing reformation to the effect that the written instrument correctly reflects his intent. However, in this case, KICA did not present any such evidence. Although it was argued by counsel that the property description is the best evidence of KICA's intent, no witness testified to this effect. In fact, the testimony provided was that KICA has acknowledged that the property description resulted in a mistake and an unintended transfer of the Additional Land. No evidence, other than the property description itself, was presented to suggest that KICA affirmatively intended to receive the Additional Land. The evidence that was presented shows that KICA's intent was not carried into effect, including: (1) the testimony of three former KICA Board Members, two of whom had also served as the former President and former Treasurer of KICA and signed the Agreement for Conveyance on KICA's behalf; (2) substantial evidence of subsequent action and inactions on the part of KICA that are inconsistent with any intent or belief of ownership of the Additional Land; and (3) admissions against interest that the property description resulted in a mistake and unintended transfer of property. The lack of evidence that KICA affirmatively intended to receive the Additional Land, coupled with the overwhelming evidence that the Town and KRA never intended for the Additional Land to be included in the Beachfront Strip, compels a finding of mutual mistake.

In a reformation action, the Courts may look into the surrounding circumstances and take into consideration *all* facts which disclose the intention of the parties. *See, e.g., Spitzer v. Bartelson*, 2009 ND 179, 773 N.W.2d 798, 803 (2009). Any competent testimony which tends to prove the intention of the parties is admissible; a witness in a position to know may testify

concerning the intention of the parties to an agreement, to the same effect as to any other fact. *See also* 66 Am.Jur.2d, Reformation of Instruments, § 114. There is specific precedent under South Carolina law indicating that evidence of subsequent conduct should be considered in the context of a reformation dispute as probative evidence to the intent of the parties. *See Sims v. Tyler*, 276 S.C. 640, 642, 281 S.E.2d 229 (1981) (considering evidence that purchaser had paid taxes since the date of purchase, construction of a doghouse after purchase, planting of a garden on disputed property in connection with refusing seller's claim for reformation).

The evidence relating to subsequent conduct of the parties is compelling. KICA has not engaged in any sort of maintenance or specific activity on the Additional Land, and does not allege or claim to have ever done so. This inaction is inconsistent with ownership, which undermines any finding that KICA intended to receive the Additional Land. Within the Quit-Claim Deed, KICA pledged to maintain the entire property to be conveyed as Common Property as a condition to the conveyance. Intv. Ex. 3, Quit-Claim Deed, p. 2 ("[t]his conveyance is made subject further to the covenant, condition, and restriction that the Property shall be maintained and utilized as a Common Property"). Although KICA has undertaken this duty with regard to the dunes area *eastward* of Parcel 13, it has never taken any action, maintenance or control whatsoever with respect to the Additional Land. Tr. at 453:19-454:3; Tr. at 452:15-453:13; 453:14-17. Plaintiffs have paid the property taxes on the Additional Land, which the South Carolina Supreme Court has specifically found to be probative in the reformation context. *See, e.g., Sims*, 276 S.C. at 642, 281 S.E.2d 229. Furthermore, KICA has never contacted Plaintiffs to discuss reimbursement of the property taxes paid by Plaintiffs, revision of the applicable tax maps, or securing access to the Additional Land as it is surrounded by acreage owned by Plaintiffs (other than the portion abutting the mean high water mark of the Atlantic Ocean).

All of this evidence is probative of intent. If KICA believed that it was the owner of the Additional Land, and was obligated to maintain it, there is no reason to expect that KICA would have acted as it has over the past ten years. This shows that KICA continued to operate under a belief that KRA owned the Additional Land even after the property description that was inserted into the Agreement for Conveyance and the Quit-Claim Deed created a situation inconsistent with what all parties thought and intended to be the case. Furthermore, the evidence of mistake is not based simply on inference. Rather, testimony was presented that KICA, through its subsequent Board Chair Craig Weaver, acknowledged that the conveyance of the Additional Land was the result of a "mistake" and that KICA did not intend to benefit from an "unintended transfer of property." Tr. at 411:8-11. KICA's witness at trial, McAdory, did not attempt to deny or rebut this admission against interest made by KICA's Board Chair.[10] Indeed, she corroborated the fact that the Board Chair made the statement.

Although KICA has taken the position through arguments of counsel that its intent should be gleaned solely from the property description in the Agreement for Conveyance, this is not consistent with the applicable legal standard for reformation and is not consistent with the evidence. Several board members and officers of KICA have testified that KICA's intent was contrary to the property description. A subsequent KICA Board Chair admitted that the conveyance of the Additional Land was a mistake. Furthermore, KICA's conduct is inconsistent with any intention or assertion of ownership of the Additional Land. Also, with specific regard to the property description, KICA has previously executed other quit-claim deeds indicating that

[10] Plaintiffs sought to introduce additional evidence relating to admissions against interest on the part of KICA, which was a set of Talking Points, marked as Plaintiffs' Exhibit 17 for identification purposes. The Court declined to allow the Talking Points to be admitted, and is not in position to revisit its prior evidentiary ruling at this stage. As Plaintiffs noted in their Motion to Alter or Amend, the Court analyzed the Talking Points in the Final Order dated June 4, 2014. For purposes of clarification, the Court confirms that the Talking Points, which were not admitted into evidence, are excluded from the evidentiary record and were not considered by the Court in making the findings and conclusions set forth in this Order. However, the Court has considered the separate evidence of the admissions against interest provided through the testimony of McAdory and Clarkson, which was admitted.

the property description in the Agreement for Conveyance and Quit-Claim Deed was *not* consistent with KICA's intent. The 1997 Confirmatory Quit-Claim Deed is significant evidence, as it reflects that KICA did in fact have an intent relating to the size and scope of the Beachfront Strip and, most importantly, that the property description in the Quit-Claim Deed did not achieve that intent. KICA's position at trial, which was stated through arguments of counsel and not through testimony, is inconsistent with its prior statement and conduct.

In the Final Order dated June 4, 2014, the Court found that the Agreement for Conveyance itself must serve as the best evidence of KICA's intent. However, upon further review, the Court now finds otherwise. First, the legal standard applicable to reformation calls for parol evidence to be considered, including evidence of subsequent conduct. Second, the terms of the Agreement for Conveyance are clear that it was intending to evidence and implement the terms of the 1994 Development Agreement, as opposed to modifying the 1994 Development Agreement. Nimmons prepared the property description and admitted that this was done without reference to Exhibit 16.2, which resulted in the discrepancy that created the mutual mistake. KICA presented no witnesses or testimony contesting Nimmons' admission that a mistake was made in the drafting of the property description. In fact, KICA has acknowledged the mistake. There is no evidence of intent by either KRA or KICA that the Agreement for Conveyance would expand the size and scope of the Beachfront Strip to include 4.62 acres that Exhibit 16.2 indicates should not be included. However, due to the insertion of the erroneous property description, that is what ultimately occurred. The expansion of the Beachfront Strip to include the Additional Land, in the Court's view, was an unintended result of a mistake in drafting. This is the specific circumstance that the equitable remedy of reformation is available to correct.

C. The Evidence Shows that a Mistake in Drafting of the Property Description Caused the Unintended Inclusion of the Additional Land within the Beachfront Strip, which was Contrary to the Intentions of the Parties.

At the hearing, Plaintiffs presented several witnesses who testified that the property description inserted in the Agreement for Conveyance and Quit-Claim Deed was inconsistent with the intent of KRA, KICA and the Town. Not a single witness testified that the property description was consistent with the intent of any party. Nimmons provided detailed testimony regarding the drafting of the property description, and particularly her decision to use the southwestern corner of the Employee Facility Tract in order to set the western boundary of the Beachfront Strip. Neither KRA, nor KICA, nor the Town had instructed her to use the southwestern corner. Tr. at 336:14-337:2. Significantly, Nimmons and Long also testified that Nimmons did not have a copy of Exhibit 16.2 when she prepared the property description for the Beachfront Strip.

As a result, the property description she prepared for the Beachfront Strip did not match Exhibit 16.2 and, therefore, did not reflect the intent of the parties. Tr. at 340:25-341:5; 391:4-393:6. Nimmons testified that if she had been provided a copy of Exhibit 16.2, she would have been able to craft a legal description that was consistent with it. Tr. at 340:12-23. The evidence establishes that this drafting error caused the intent of the parties to be frustrated with regarding the western boundary of the Beachfront Strip. As a result, based on the clear and convincing evidence that the property description was inconsistent with the antecedent understanding of the parties relating to the intended western boundary of the Beachfront Strip, the insertion of that defective property description caused the antecedent understanding of the parties to not be achieved. Therefore, the record as a whole establishes the existence of a mutual mistake that justifies reformation of the Quit-Claim Deed.

IV. CONCLUSION

Based on the foregoing, the Court grants Plaintiffs' Motion to Alter or Amend the Final Judgment. The Court withdraws the Final Order dated June 4, 2014 and replaces it with this Order. The evidence is clear and convincing that the parties intended a certain thing and by mistake in the drafting did not get what both parties intended, such that mutual mistake has been proven. *Sims,* 276 S.C. at 642, 281 S.E.2d at 230. The Court shall reform the Quit-Claim Deed by executing and recording a Corrective Master's Deed confirming title to the Additional Land in Plaintiff KDP II LLC. The Court's decision disposes of the remaining claim and counterclaim for declaratory judgment, as reformation, now granted, relates back to the original Quit-Claim Deed. Therefore, as a result of the reformation, the Additional Property is not Common Property, and from a legal perspective, never was upon the entry of this Order. Plaintiffs' claim for specific performance is moot for this same reason, based on the relief granted, as the return of the Additional Land through reformation of the Quit-Claim Deed achieves the same relief and relates back to the original date of execution.

IT IS SO ORDERED.

The Honorable Mikell R. Scarborough
Master-in-Equity for Charleston County

_____, 2014

Charleston, South Carolina

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Master-In-Equity

Mikell R. Scarborough, Master-In-Equity for Charleston County

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Appellate Case No. 2015-001146
Trial Court Case No. 2013-CP-10-1225

Kiawah Resort Associates, L.P., a Delaware Limited Partnership, and Kiawah Development Partners II LLC., Appellants/Respondents,

v.

Kiawah Island Community Association, Inc., a South Carolina Not-for-Profit Corporation, Respondent,

and

Kiawah Property Owners Group, Inc., and Inlet Cove Club Homeowners Association, Inc. Respondents/Appellants

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CERTIFICATE OF COUNSEL

I certify that that this Record on Appeal complies with Rule 210(c), SCACR and contains all material proposed to be included by any of the parties and not any other material.

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November 23, 2015