

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUIT-CLAIM DEED
(Kiawah Island Marsh)

KNOW ALL MEN BY THESE PRESENTS, THAT **KIAWAH RESORT ASSOCIATES, L.P.**, (a Delaware limited partnership hereinafter sometimes referred to as the “**Grantor**”), in the County and State aforesaid, for/and in consideration of the sum of **One and No/100 Dollar (\$1.00)** to it in hand paid at and before the sealing of these presents by **KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.** (hereinafter sometimes referred to as the “**Grantee**”), in the County and 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, subject to the covenants, conditions, obligations, restrictions, exceptions, reservations, encumbrances, easements, and plats hereinafter set forth, unto the said **KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.**, all right, title and interest of the Grantor of, in and to the following described property, to-wit (the “**Property**”):

All those certain pieces, parcels and tracts of lowland and marshland contiguous to and surrounding Kiawah Island, S.C., lying below the mean high water mark (as the same may vary from time to time) and extending to the mean low water marks of the Kiawah River, Stono River, and other navigable waters, if any, on which said land borders. Said lowlands and marshlands are depicted generally on Exhibit 16.1 to the Amended and Restated Development Agreement by and between Grantor and the Town of Kiawah Island dated December 5, 2013, and recorded in Book 0377, page 870 in the office of the Register of Deeds for Charleston County, S.C. (the “**ROD Office**”), as amended (the “**2013 ARDA**”), a copy of which said Exhibit 16.1 is attached hereto as **Exhibit A** and incorporated herein by reference.

TOGETHER WITH all beds of navigable and non-navigable creeks or streams where the same are contiguous to the property hereinabove described, and any highlands, hummocks and small islands contained within the aforesaid marshland and lowland property.

SAVING AND EXCEPTING THEREFROM (i) all lowlands and marshlands lying south/west of the Kiawah Island Parkway bridge (being a portion of TMS 204-00-00-012 shown on a plat recorded in Plat Book EB at page 205); (ii) any highlands or hummocks adjacent to and/or near Kiawah Island, and any small island(s) bordered in whole or in part by the aforesaid marshland and lowland property, if any, conveyed to third parties by instruments recorded in the ROD Office prior to the date of execution of the within Quit-Claim Deed; and (iii) and any parcels or tracts of land specifically identified as Parcels in Exhibit 4.1 to the 2013 ARDA.

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 ROD Office, as from time to time may be amended by instruments of record (as amended, the “**General Covenants**”).

(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 ROD 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 ROD Office as may from time to time be amended by instruments of record (as amended, the "**KICA Covenants**").

(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 ROD 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 ROD 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 ROD 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 ROD 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 ROD 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 ROD Office, and re-recorded in Book S287, page 404 in the ROD Office.

(j) Sixth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 18, 2000, recorded May 26, 2000, in Book H348, page 383, in the ROD 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 ROD Office.

(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 ROD 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 ROD 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 ROD 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 ROD 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 ROD Office.

(q) Limited Waiver under Declaration of Kiawah Island Community Association, Inc. dated November 3, 2005, and recorded in Book B568, page 393 in the ROD Office.

(r) 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 ROD Office.

(s) 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 ROD Office.

(t) Amendment to By-Laws of the Kiawah Island Community Association, Inc. dated August 8, 2014, and recorded August 11, 2014, in Book 0422, page 375 in the ROD Office.

(u) By-law Amendment to Clarify Extension of the Chair's Term dated November 18, 2015, and recorded in Book 0518, page 284 in the ROD Office.

(v) Notice & Certification of the Amended Overview of Rules and Regulations of the Kiawah Island Community Association, Inc., dated December 3, 2018, and recorded in Book 0765, page 301 in the ROD Office.

(w) Amendment to Bylaws of the Kiawah Island Community Association, Inc. dated October 10, 2023, and recorded October 10, 2023, in Book 1207, page 599 in the ROD Office.

(x) 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 ROD Office.

(y) 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 ROD Office.

(z) 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 ROD 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 ROD 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 ROD Office.

(aa) 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 ROD Office, assigning the rights referred to in the preceding subparagraph to Kiawah Resort Associates, L.P.

(bb) Grant of Conservation Easement (Marsh Island Park and Hummock) executed by Kiawah Resort Associates, L.P. in favor of The Kiawah Island Natural Habitat Conservancy, Inc. dated January 20, 2015, and recorded January 29, 2015, in Book 0454, page 357 in the ROD Office, the terms and conditions of which are incorporated herein by reference.

(cc) Grant of Conservation Easement (Kiawah West End Marsh) executed by Grantor in favor of The Kiawah Island Natural Habitat Conservancy, Inc. dated December 7, 2017, and recorded December 8, 2017, in Book 0685, page 014 in the ROD Office, and re-recorded on March 15, 2018, in Book 0704, page 754 in the ROD Office, the terms and conditions of which are incorporated herein by reference.

(dd) Grant of Conservation Easement (Kiawah East End Marsh) executed by Grantor in favor of The Kiawah Island Natural Habitat Conservancy, Inc. dated March 13, 2018, and recorded March 15, 2018, in Book 0704, page 761 in the ROD Office, the terms and conditions of which are incorporated herein by reference.

(ee) Grant of Conservation Easement (Oyster Rake Residual and Marsh) executed by Grantor in favor of The Kiawah Island Natural Habitat Conservancy, Inc. dated October 7, 2022, and recorded October 17, 2022, in Book 1143, page 727 in the ROD Office, the terms and conditions of which are incorporated herein by reference.

(ff) Grant of Conservation Easement (Little Bear Way Marsh) executed by Grantor in favor of The Kiawah Island Natural Habitat Conservancy, Inc., dated October 7, 2022, and recorded October 17, 2022, in Book 1143, page 728 in the ROD Office, the terms and conditions of which are incorporated herein by reference.

(gg) Grant of Conservation Easement (Bass and Cinder Creek Marshland) executed by Grantor in favor of The Kiawah Island Natural Habitat Conservancy, Inc., dated _____, 2023, and recorded _____, 2023, in Book _____, page _____ in the ROD Office, the terms and conditions of which are incorporated herein by reference.

(hh) Grant of Conservation Easement (Little Bear Marshlands) executed by Grantor in favor of The Kiawah Island Natural Habitat Conservancy, Inc., dated _____, 2023, and recorded _____, 2023, in Book _____, page _____ in the ROD Office, the terms and conditions of which are incorporated herein by reference.

(ii) Any lawful, constitutional interest in the State of South Carolina, local 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, local or Federal laws, inclusive of DHEC – Office of Ocean and Coastal Resource Management (“**OCRM**”) and U.S. Army Corps of Engineers (“**ACE**”) regulations, and such rights as the public may enjoy to the use of the Property, if any, lying below the mean high water mark.

(jj) This conveyance is made subject to all applicable covenants, conditions, restrictions, easements, rights-of-way and encroachments heretofore granted and of record in the ROD Office or otherwise affecting the Property, or as shown on recorded plats of all or any part of the Property, the DHEC-OCRM Critical Line, Baseline and other jurisdictional lines (as the same may vary from time to time) and also all other matters of record affecting the Property.

(kk) This conveyance is made subject to the express restriction, condition and covenant that the Property shall be maintained and utilized as a Common Property as defined in the KICA Covenants, as amended, and shall be made subject to such rights and restrictions as are applicable to Common Properties as set forth in the KICA Covenants.

(ll) Zoning ordinance of the Town of Kiawah Island.

(mm) Charleston County, S.C. ad valorem taxes for the year 2023, and ad valorem taxes for all subsequent years.

Reserving unto (i) the Grantor, its successors and/or assigns; and (ii) Members of KICA owning property abutting the Property (the “**Marshfront Property Owners**”), the following easement (the “**Marsh Improvement Easement**”):

A non-exclusive, perpetual, permanent, transmissible, commercial right, easement and privilege for access, ingress and egress over, under, upon and across portions of the marshland and lowland Property adjacent to and contiguous with their respective marshfront properties on Kiawah Island, S.C. as needed for the construction, use, maintenance, repair, and/or replacement of existing and future walkways, boardwalks, docks, bulkheads and other marsh improvements and facilities, and for erosion control, habitat management, hazard mitigation and other lawful and permitted uses and purposes. The Marsh Improvement Easement herein reserved shall be limited to the area(s) described in the applicable governmental permits and approvals, and all improvements shall be subject to the prior written approval of the Grantor, Town of Kiawah Island, OCRM, ACE and the Kiawah ARB, their respective successors and/or assigns.

The Marsh Improvement Easement herein reserved shall be for the benefit of the Grantor and the Marshfront Property Owners, their respective licensees, permittees, heirs, successors, successors-in-title and assigns, and shall run with the title to the properties of Grantor and the Marshfront Property Owners. It is the express intention of the Grantor that the Property conveyed herein be perpetually burdened by the Marshfront Improvement Easement as the servient estate for the use and benefit of the marshfront properties of Grantor and the Marshfront Property Owners as the dominant estate.

Nothing contained herein is intended to lessen or curtail other rights or privileges as Grantor may enjoy as a Kiawah property owner or the Company under the General Covenants and/or KICA Covenants respecting use of Common Property and allowing guests to use same.

Derivation: 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 ROD Office.

Being a portion of TMS Numbers 207-00-00-002 and 207-00-00-015

Tax District: 5-4

Address of Grantee: 23 Beachwalker Drive
Kiawah Island, SC 29455

TOGETHER WITH, all and singular, the rights, members, hereditaments and appurtenances to the Property belonging or in any way incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the Property unto the said **KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.** its successors and assigns, forever.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

DRAFT

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 _____, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

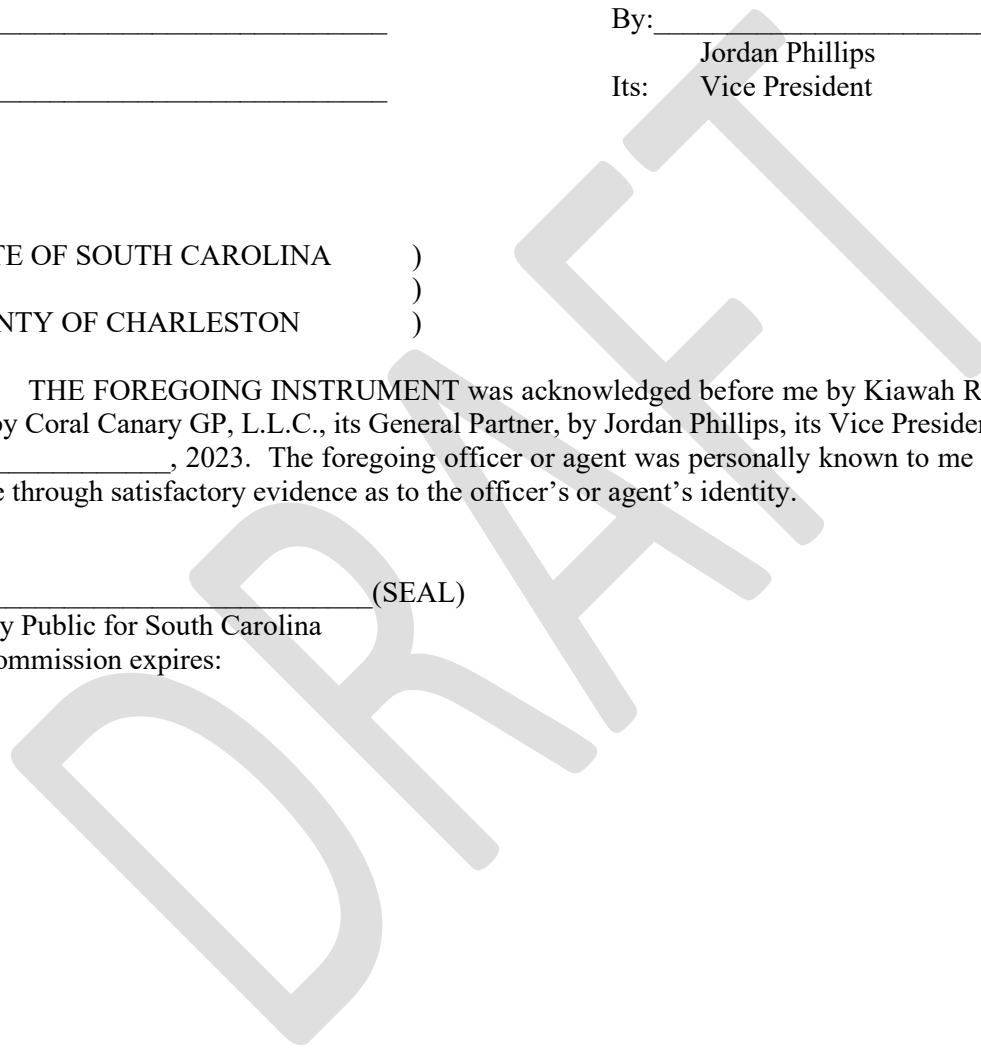
By: Coral Canary GP, L.L.C.
Its: General Partner

By: _____
Jordan Phillips
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by Kiawah Resort Associates, L.P. by Coral Canary GP, L.L.C., its General Partner, by Jordan Phillips, its Vice President this ____ day of _____, 2023. The foregoing officer or agent was personally known to me or was identified by me through satisfactory evidence as to the officer's or agent's identity.

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



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title
Closing Date: _____, 2023

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, being a portion of the parcels bearing Charleston County Tax Map Numbers 207-00-00-002 and 207-00-00-015 is being transferred by Kiawah Resort Associates, L.P. to Kiawah Island Community Association, Inc. on the ____ day of _____, 2023.
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 (Quit-Claim Deed).
4. Check one of the following if either item 3a or item 3b above has been checked.
 - a) ____ The fee is based 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) -0- the amount listed in item 4 above
 - b) -0- the amount listed in item 5 above (no amount place zero)
 - c) -0- 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: Closing Attorney.
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 _____, 2023.

Signed: _____

Name: _____

Title: _____

(SEAL)
Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT A

Attach Copy of Exhibit 16.1 to the 2013 ARDA

DRAFT