

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

QUIT-CLAIM DEED
Beachfront at Captain Sam's Spit

KNOW ALL MEN BY THESE PRESENTS, that **KDP II LLC**, (a South Carolina limited liability company hereinafter sometimes referred to as the "Grantor"), in the State aforesaid, for/and in consideration of the sum of Five and No/100 (\$5.00) Dollar(s), 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 "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 Grantor's right, title and interest of, in and to the following described property, to-wit (the "Property"):

All that certain piece, parcel or strip of land situate, lying and being at the western end of Kiawah Island, Charleston County, South Carolina, containing 54.386 acres, more or less, lying seaward of the crest of the primary oceanfront dune and extending to the mean high water mark of the Atlantic Ocean, shown and designated as "Ocean Front Highland Area to be Conveyed Unto KICA (Kiawah Island Community Association)" on a plat prepared by Southeastern Land Surveying LLC entitled "A SUBDIVISION PLAT OF OCEAN FRONT HIGHLAND PARCEL 12B, TMS#207-05-00-0011 KDP II LLC LOCATED IN THE TOWN OF KIAWAH ISLAND CHARLESTON COUNTY, SOUTH CAROLINA" dated February 2, 2024, last revised February 13, 2024, and recorded in Plat Book _____ at page _____ in the office of the Register of Deeds for Charleston County, S.C. (the "ROD Office"); said parcel having such location, butts and bounds, metes, courses and distances as will by reference to said plat more fully appear.

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

1. The lien of ad valorem taxes for 2024 and taxes for all subsequent years;
2. Applicable governmental and zoning ordinances and regulations.
3. Unrecorded valid easements, if any, for utility lines and facilities existing on February 15, 1974, which is the date of the conveyance from Ronald D. Royal, et al. to Coastal Shores, Inc., such conveyance being recorded in Book U103, page 265 in the ROD Office.
4. The further 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 ROD Office, as amended (the "KICA Covenants") and shall be subject to such rights and restrictions as are applicable to Common Properties as set forth in the KICA Covenants, Bylaws, Rules and Regulations, and authorized acts of the KICA Board of Directors, as may be amended.
5. Any lawful, constitutional interest in either the State of South Carolina or Federal Government created by, or limitations on use imposed by the Federal Coastal Zone Management Act or other Federal law or by SC Code Sections 48-39-10, et. seq., as amended, or any regulations promulgated pursuant to said State or Federal Laws, inclusive of the Office of Ocean and Coastal Resource Management

(“**OCRM**”) division of the South Carolina Department of Health and Environmental Control (“**DHEC**”), and the rights of the public to the use of the property lying below the mean high water mark.

6. The limitation on use seaward of the Baseline and Setback Line defined by and pursuant to the Beachfront Management Act, SC Code, Sections 48-39-250, et. seq.

7. Easements, construction/improvement setbacks and other building and/or 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.

8. Unrecorded Lease Agreement by and between Kiawah Island Company, Inc. and Charleston County dated July 1, 1976 (Beachwalker Park Lease).

9. Rights, if any, under applicable law of the public to the use as a public beach or recreation area, any part of the Property lying between the Atlantic Ocean and the mean high water mark (as the same may vary from time to time).

10. 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:

(i) for ingress and egress, for the construction and maintenance of a maximum of four total permitted walkways and boardwalks, and to use the Property for other lawful purposes; and

(ii) to grant all necessary licenses and similar consents on whatever terms Grantor deems reasonable and necessary to accomplish the relocation of Captain Sams Inlet for the protection and renourishment of Seabrook Island and Captain Sams (as occurred in previous engineered inlet relocation projects in 1983, 1996, and 2015), including the right to consent to and approve the detachment of the land southwest of the newly engineered inlet location without the consent of Grantee; provided reasonable notice is given to Grantee of the project.

11. Nothing contained herein is intended to lessen or curtail any other rights or privileges as Grantor may enjoy as a Kiawah property owner 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, subject to such rights and restrictions as are applicable to Common Properties as set forth in the KICA Covenants, Bylaws, Rules and Regulations, and authorized acts of the KICA Board of Directors, as may be amended..

OCEANFRONT PROPERTY DISCLOSURE STATEMENT UNDER THE SOUTH CAROLINA BEACHFRONT MANAGEMENT ACT

Pursuant to Section 48-39-330 of the S.C. Code of Laws 1976, as amended (the “**SC Code**”), Grantor discloses to Grantee that the Property or a portion thereof is or may be subject to statutory regulations imposed by the South Carolina Coastal Zone Act of 1977, SC Code Sections 48-39-10 et seq., (1988 Supp.) as amended by the South Carolina Beachfront Management Act, SC Code, Sections 48-39-250, et. seq., hereinafter collectively called “**the Acts**”). The Acts involve and may subject the Property to the creation and existence of interim and final baselines, setback lines, the velocity zone and an erosion rate, all as is more fully defined in the Acts. All or part of the Property is or

may be located seaward of the Setback Line, the minimum Setback Line or interim Baseline. The proximity and location of the interim Setback Line and interim Baseline are shown on plats recorded in the ROD Office. 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 has over the 40 year period prior to October 6, 2017, been determined to not have an erosion rate. All or part of the Property also is or may be within the velocity zone as determined by the Federal Emergency Management Agency.

The Acts may also restrict the Grantee's rights to build, repair or rebuild structures on the Property. No structure may be constructed seaward of the Setback Line without a permit issued by DHEC-OCRM. The methodology described above must be utilized on a case-by-case, property-by-property manner in order for an exact, surveyed determination to be made of the location of the Baseline and Setback Lines. Grantor makes no representation to Grantee concerning the location of such baselines, setback lines or the velocity zone, the effect of such regulation on the Property or the accuracy of the foregoing disclosure. This disclosure is reasonably calculated to call attention to the existence of baselines, setback lines, velocity zones, erosion rates and seaward corners of habitable structures. Grantee agrees that the foregoing disclosure complies with the requirements of SC Code Section 48-39-330, as amended. Reference must be had to the Acts 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 Special Warranty Deed from Kiawah Development Partners II, Inc., a South Carolina corporation, dated May 31, 2013, and recorded in Book 0335, page 077 in the ROD Office.

TMS Number: A portion of TMS Number 207-05-00-0011
Tax District: 5-1
Address of Grantee: 23 Beachwalker Road
Kiawah Island, SC 29455

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, so that neither the Grantor, its successors and assigns, nor any person or persons claiming under the Grantor, shall at any time hereafter, by any means have, claim or demand any right or title to the aforesaid Property or any part or parcel thereof.

THE REMAINDER OF THIS PAGE
IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, KDP II LLC 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 _____, 2024.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KDP II LLC (SEAL)

By: _____
Jordan Phillips
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, _____, a Notary Public in and for the county and State aforesaid certify that Jordan Phillips, as Vice President of KDP II LLC, personally appeared before me this ____ day of _____, 2024, and acknowledged the execution of the foregoing instrument on behalf of KDP II LLC.

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT FOR EXEMPT TRANSFERS

PERSONALLY appeared before me, the undersigned, who, being duly sworn, deposes and says:

1. I have read the information on the back of or following this affidavit and I understand such information.
2. The Property being transferred is more particularly described herein, located in the Town of Kiawah Island, Charleston County, South Carolina being a portion of the property bearing Charleston County Tax Map Number 207-05-00-0011 and was transferred by KDP II LLC to Kiawah Island Community Association, Inc. on _____, 2023.
3. The deed is exempt from the deed recording fee because (See Information section of affidavit): Exemption #12 - Quit Claim Deed.

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. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: officer of the Grantor.
5. 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.

KDP II LLC

By: _____
Jordan Phillips

Its: Vice President

SWORN to before me this
____ day of _____, 2024.

Notary Public for South Carolina
My Commission Expires: _____

(NOTARIAL SEAL)