

**TEMPORARY CONDITIONAL WAIVER AGREEMENT**

**THIS TEMPORARY CONDITIONAL WAIVER AGREEMENT**, dated as of \_\_\_\_\_, 2025, (the “**Effective Date**”), is entered into by and between:

**KIAWAH RESORT ASSOCIATES, L.P. and KDP II LLC** (collectively “**KP**”);

**KIAWAH ISLAND COMMUNITY ASSOCIATION, INC.** (“**KICA**”).

**RECITALS**

A. KP and KICA entered into a Memorandum of Understanding dated November 20, 2018, (the “**MOU**”) with regard to the development of certain property more particularly described in the MOU known generally as “Parcels 13A, 13B, and 13C;” and

B. Upon completion of construction of The Cape and The Cape Beach Club (the “**Beach Club**”) on Parcel 13A, the Town of Kiawah Island ( “**Town**”) imposed parking requirements for the Beach Club requiring KP to provide additional parking before the Town would issue a temporary or permanent certificate of occupancy allowing KP and the Kiawah Island Club (“**KIC**”) to open and operate the Beach Club facilities; and

C. The Town and KP entered into a Settlement Agreement, approved by the circuit court, that provides, in part, for the construction of certain permanent parking and infrastructure improvements more particularly described on **Exhibit A** hereto (the “**Improvements**”); and

D. Construction of the Improvements is necessary and essential for KP to comply with the terms of the MOU regarding access to the Beach Club; and

E. KICA has agreed to a temporary conditional waiver of certain provisions of the MOU to allow KP to open and operate the Beach Club through 2025 or the completion of the Improvements, whichever is sooner, by means of controlled KIC Member and delivery access to the Beach Club via Duneside Road and Southern Pines Lane until construction of the Improvements can be completed.

**STATEMENT OF AGREEMENT**

NOW THEREFORE, In consideration of the premises and the mutual covenants contained herein, KP and KICA agree for themselves, their successors and assigns as follows:

1. KICA agrees to allow KIC Member and delivery access to and from the Cape Beach Club via Duneside Road and Southern Pines Lane for a time period commencing on March 3, 2025, and continuing through December 31, 2025 or until completion of construction of the Improvements (currently anticipated to occur in the 4<sup>th</sup> quarter of 2025), whichever is sooner, subject to the terms and conditions set forth herein.

2. KIC Member access shall be afforded via a controlled van transportation system to and from a remote parking area on the Cassique Clubhouse ground. Private vehicular access by KIC Members shall not be permitted.

3. KIC employee access shall be afforded via a separate van transportation system to and from remote parking areas controlled by the KIC.

4. Commercial and service deliveries shall be made by KIC two-axle cargo vans limited to no more than fifteen (15) per day.

5. Deliveries of materials shall be limited to island commercial hours (M-F 7 am - 7 pm, Sat 8 am - 5 pm) and 8 am - 5 pm on Sundays when needed.

6. KIC management shall monitor its transportation system for compliance with road safety parameters and its employee drivers shall concede to all pedestrian and bicycle traffic on Duneside Road.

7. KIC will provide further safety enhancements during all weekends (Friday through Sunday) and holidays by installing temporary traffic cones at pedestrian crossings.

4.8. KIC shall provide a call number to all Kiawah residents via KICA publications and the KICA website so that residents may report any immediate issues or concerns with safety or the transportation system directly to KIC management.

5.9. KICA and KP agree to conduct a joint mid-summer review of the above operations by no later than July 15, 2025, to identify any areas of improvement needed in the temporary operating procedures.

6.10. Upon completion of construction of the Improvements, the temporary access rights permitted hereunder shall cease, and all access to the Beach Club via Southern Pines Lane to and from Duneside Road will be provided solely in accordance with the terms and provisions of the MOU.

7.11. KP and KICA acknowledge and agree to cooperate with each other to identify any issues of disagreement and work to resolve such issues of disagreement with a spirit of fairness and cooperation.

THE REMAINDER OF THIS PAGE  
IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_

KIAWAH RESORT ASSOCIATES, L.P.

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

By: \_\_\_\_\_

Jordan Phillips

Its: Vice President

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_

KDP II LLC

By: \_\_\_\_\_

Jordan Phillips

Its: Vice President

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_

KIAWAH ISLAND COMMUNITY  
ASSOCIATION, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT A

## The Improvements

