

Town of Kiawah Island Zoning Ordinance Amendment Request
ACP24-000001 & REZ24-000001 Case History

Planning Commission Meeting: February 7, 2024
Planning Commission Workshop: March 6, 2024
Planning Commission Meeting: March 6, 2024
Public Hearing and First Reading:
Second Reading:

CASE INFORMATION

Applicant: Town of Kiawah Island

Property Owner: KDP II LLC

Location: Captain Sam's Spit (Beachwalker Drive)

Parcel Identification: TMS# 207-05-00-0011 (TMS# 207-05-00-001 Beachwalker County Park Lease Site)

The subject property is one parcel; however Charleston County has recognized the Beachwalker County Park Lease Site with a unique TMS number.

Property Size: TMS# 207-05-00-0011 (Approximately 173 acres)
Approximately 126.75 acres Deeded Acreage per Charleston County GIS
Beachwalker County Park Lease Site: Approximately 2.14 acres per Charleston County GIS

Adjacent Properties:

The Town of Kiawah Island Zoning Map designates the subject property as "R-1, Residential". The adjacent properties to the north and west across the Kiawah Island River are located outside Kiawah Island's jurisdiction in Unincorporated Charleston County, and Seabrook Island. The adjacent properties to the east are located in the R-3, Residential Zoning District also known as "The Cape" And "Ocean Pines." The Atlantic Ocean is located directly South of the parcel.

Application:

The applicant is requesting to amend the Town of Kiawah Island Comprehensive Plan Map IX.2, Future Land Use, to change the future land use designation for the subject property located at Beachwalker Drive (TMS# 207-05-00-0011) commonly known as Captain Sam's Spit from "Low Density Residential" to "Active Recreation and Open Space" and for the subject property located at Beachwalker Drive (Beachwalker County Park Lease Site) from "Medium Density Residential" to Active Recreation and Open Space".

The applicant is requesting to rezone the subject property Captain Sam's Spit (TMS# 207-05-00-0011) from R-1, Residential to PR, Parks and Recreation; and to rezone the subject property (Beachwalker County Park Lease Site) (TMS#207-05-00-001) from R-2, Residential to PR, Parks and Recreation.

The subject property was acquired by KDP II, LLC on May 29, 2013 (Deed Book 0335 Page 077)

The subject property is partially developed. Beachwalker County Park which is located on a portion of this parcel, operates park and recreation uses for beach public access. Charleston County and the property owner entered into a 99-year lease agreement on July 1, 1976. The park amenities include, boardwalk, snack bar, outdoor showers, dressing areas, picnic area, and parking. The west most part of Captain Sam's Spit is designated as a 'critical habitat area' where dogs are prohibited year-round.

The subject property also contains an emergency beach access adjacent to the Kiawah River. This emergency beach access is owned by the property owner with granted access to limited entities including

the Town, Beach Patrol, CCPRC.

The remaining portions of this parcel remain undeveloped.

The subject property is a Dock Key Location pursuant to Sec. 12-78. Dock key Locations for a floating dock.

Previously executed development agreements provided the use types and development entitlements for the subject property. Prior to the Town's first development agreement, Charleston County approved the original planned development plan for Kiawah Island. The Town entered into the first development agreement in 1994, which established updated parameters for use, density, building height, setbacks, open space and related standards for select parcels owned by the developer. Consistent with the intent and goals of the original PDD and the 1994 DA, TOKI and the developer KIC entered a new DA in 2005 which updated development limits within new neighborhoods, reconfirmed standards for neighborhoods developed since the 1994 DA and adjusted select parcels based upon new survey information. The most significant revision from the 1994 DA was to eliminate the entitlement of 325 hotel rooms permitted in Parcels 13 and 12A.

Following this parcel history, the previously executed 2013 Amended and Restated Development Agreement By And Between Kiawah Resort Associates LP and the Town of Kiawah Island, provided development entitlements for this parcel. The 2013 ARDA designated Parcel 12A and 12 B where a portion of the subject property was R-3/C and a portion R-1, Residential.

A previously approved Preliminary Plat for the development of 50 residential lots was approved on July 8, 2015. This preliminary plat showing the proposed development of 50 residential lots expired July 6, 2023.

The subject property also has a long history of litigation regarding proposed installation of infrastructure proposed development of the site. The property owner applied for a permit to build an erosion control structure consisting of approximately 2,783-foot bulkhead and revetment along the Kiawah River on Captain Sam's Spit in order to facilitate residential development of the upland property development of the subject property.

With the expiration of the 2013 Amended and Restated Development Agreement, the subject property was rezoned in November 28, 2023. The subject property is currently zoned R-1, Residential where its Future Land Use Designation is Low Density Residential. (R-2, Residential and Medium Density Residential for Future Land Use Designation of TMS 207-05-00-001)

Future Land Use Categories:

Active Recreation and Open Space: "This category provides and is intended to promote the development of community parks and recreational facilities including parks, golf courses, and tennis courts. This category also provides for lands that are intended to remain in their natural state; this includes land that have been protected through conservation easements or that are publicly or privately owned. Some examples include the Tennis Center, Night Heron Park, and the Property Owners Beach and Recreation Center."

Low Density Residential

This category is intended to promote, protect, and preserve lower density development of single family detached residential areas. In this designation, the maximum density must not exceed three dwelling units per acre. Infill lots or community re-development should be designed to be sensitive to the character of the surrounding area as well as have minimal impact to the density requirements set out in the Town's Land Use Planning and Zoning Ordinances. A typical area with a Low Density Residential designation would include Plantation Woods or The Settlement.

Zoning Classification:

The purpose of the R-1 zoning district is to promote stable residential neighborhoods consisting of low density, detached, single-family dwellings and surrounding parks, golf courses, and open spaces. Activities and endeavors which might serve to mitigate against this purpose shall be prohibited or strictly regulated.

The R-1 Zoning District has permitted use of single family detached and parks. Conditional uses of historical sites, and minor utility services which include electric or gas power distribution, and/or sewage collection service lines.

The purpose of the PR, Parks and Recreation District is to provide community parks and recreation facilities, including parks, open spaces, golf courses and tennis courts. This district provides for both active and passive use of land. Accessory structures which support or compliment the parks/recreation use may be permitted as conditional or special exception uses.

The PR, Parks and Recreation Zoning District has permitted use of parks, historical sites, nature exhibitions, and botanical gardens or arboretums. Conditional or Special Exception uses include personal improvement education uses as golf or fine arts school; Recreation and entertainment as community recreation including sports activities, playgrounds and athletic areas or swimming areas (beaches and pools), golf courses or country clubs, recreation or vacation camps, recreational equipment storage; utility services; food and beverage services as restaurant, general, including cafeterias, diners, delicatessens, or full-service restaurants or accessory uses to a golf course, clubhouse or recreational area (with and without alcoholic beverages)

References Documents:

Plat Book and Page: AH-073 (Recorded on March 17th, 1977)

Deed Book and Page: 0335-077 (Recorded on May 29th, 2013)

RECOMMENDATION BY THE PLANNING COMMISSION

Comprehensive Plan Amendment: Pursuant to §12-157 (4) of the *Land Use Planning and Zoning Ordinance* "The Planning Commission shall review the proposed amendment and adopt a resolution recommending that the Town Council approve, deny or approve with conditions the proposed amendment, based on the approval criteria of subsection (7) of this section. The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. A simple majority vote of Planning Commission members present and voting shall be required to approve the amendment. Following an unfavorable finding on the application, the Planning Commission shall notify the applicant and report the reasons for the finding.

Zoning Map Amendment: Pursuant to §12-158 (3) of the *Land Use Planning and Zoning Ordinance* "The Planning Commission shall review the proposed text amendment and/or zoning map amendment and take action, recommending that the Town Council approve or deny the proposed amendment. The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. The Planning Commission's recommendation shall be based on the approval criteria of subsection (6) of this section. The Planning Commission shall submit its recommendation to the Town Council within 30 working days of the Planning Commission meeting at which the amendment was introduced. A simple majority vote of the Planning Commission members present and voting shall be required to approve the amendment.

DECISION ON AMENDMENT BY THE TOWN COUNCIL

Pursuant to §12-157 (6) of the *Land Use Planning and Zoning Ordinance* Following receipt of a copy of the proposed comprehensive plan text or land use diagram amendment from the Planning Commission, along with the Planning Commission's report and recommendation, the Town Council shall schedule one or more public hearings in accordance with State Law to decide whether to adopt the amendment. For amendments to the land use diagram, personal and posted notice also shall be given in the manner provided in section 12-156. Any time after the close of the public hearing, Town Council shall act to approve, approve with conditions, or deny the proposed comprehensive plan amendment, based on the approval criteria of subsection (7) of this section. A simple majority vote of Town Council members present and voting shall be required to approve the amendment.

Pursuant to §12-158 (5) of the *Land Use Planning and Zoning Ordinance* “After receiving the recommendation of the Planning Commission, the Town Council shall hold one or more public hearings, and any time after the close of the public hearing, take action to approve, approve with modifications or deny the proposed amendment based on the approval criteria of subsection (6) of this section. A simple majority vote of Town Council members present and voting shall be required to approve the amendment. Zoning map amendments shall not be approved with conditions. Prior to action on a proposed code text amendment, the Town Council may, in the exercise of its legislative discretion, invoke the "pending ordinance doctrine" by ordinance so that no building permits shall be issued for structures which would be affected by the proposed amendment until the Town Council has rendered its decision on the proposed amendment.”

APPROVAL CRITERIA AND STAFF REVIEW FEBRUARY 7, 2024

Pursuant to §12-157 (7) of the *Land Use Planning and Zoning Ordinance*, Comprehensive Plan amendments may be approved by the Town Council only if they determine that the proposed amendment is consistent with the overall purpose and intent of the comprehensive plan. Any amendment to the land use diagram and/or other maps shall be consistent with the vision and goals in the text of the comprehensive plan.

Pursuant to §12-158 (6) of the *Land Use Planning and Zoning Ordinance*, (6) Approval criteria. Text and zoning map amendments to the ordinance may be approved if the following approval criteria have been met:

- A. The proposed amendment is consistent with the purposes and intent of the adopted Town of Kiawah Island Comprehensive Plan;**
- B. The proposed amendment is consistent with the purposes and intent of this article;**
- C. The purpose of the proposed amendment is to further the general health, safety and welfare of the Town of Kiawah Island;**
- D. The proposed amendment corrects an error or inconsistency or meets the challenge of a changed condition.**

Planning staff reviewed the proposed amendment request and outlined the following conclusions relative to the approval criteria.

- The proposed zoning and future land use designation align with the existing land use patterns for the subject property.
- The proposed rezoning supports the goal to *“Complete the Island’s development in a way that maintains the Island’s environmental integrity and natural beauty and is consistent with the Vision of the Town.”* and to *“Develop and maintain an environmentally sustainable system of parks and open spaces which provide access to the beach and river; preserves, protects and enhances natural resources; and meets the diverse recreational needs of the Town’s population.”*
- The proposed amendment is consistent with the overall purpose and intent of the Comprehensive Plan.

Planning staff finds the proposed amendment satisfies the approval criteria and recommends approval.

PLANNING COMMISSION MEETING FEBRUARY 7, 2024

Planning staff presented the proposed amendments for the subject property, communicating that there are additional components regarding the subject property that the Commission should consider in evaluating the rezoning of the subject property. Subsequently the Planning Commission briefly discussed next steps,

commenting on recent activities associated with the subject parcel. The Planning Commission voted to table action on the proposed amendments until the March 6th Planning Commission meeting. The Planning Commission shared interest in receiving more information on the moving parts of the Captain Sam's parcel including the proposed conveyances of the property owner to the Kiawah Island Community Association, and information regarding interpretation of 2013 Amended and Restated Development Agreement as it pertains to applying restrictive covenants, and to ensure there is additional public engagement opportunity before considering this rezoning request. Planning staff did share that Town Council has been made aware of the issues regarding 2013 ARDA conveyances pursuant to Section 16(f) and those were issues that Town Council would, if any, take action on. Members of the Planning Commission also expressed interest in conservation zoning for the subject property. Planning staff shared a medium for public engagement would be scheduled where these interest and concerns can be further discussed before the Planning Commission takes any action.

The Planning Commission voted to table the proposed amendments by a vote of 6 to 0.

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

APPROVAL CRITERIA AND STAFF REVIEW MARCH 6, 2024

Pursuant to §12-157 (7) of the *Land Use Planning and Zoning Ordinance*, Comprehensive Plan amendments may be approved by the Town Council only if they determine that the proposed amendment is consistent with the overall purpose and intent of the comprehensive plan. Any amendment to the land use diagram and/or other maps shall be consistent with the vision and goals in the text of the comprehensive plan.

Pursuant to §12-158 (6) of the *Land Use Planning and Zoning Ordinance*, (6) Approval criteria. Text and zoning map amendments to the ordinance may be approved if the following approval criteria have been met:

- B. The proposed amendment is consistent with the purposes and intent of the adopted Town of Kiawah Island Comprehensive Plan;**
- C. The proposed amendment is consistent with the purposes and intent of this article;**
- D. The purpose of the proposed amendment is to further the general health, safety and welfare of the Town of Kiawah Island;**
- E. The proposed amendment corrects an error or inconsistency or meets the challenge of a changed condition.**

Planning staff's review of the proposed amendment requests outline the following conclusions relative to the approval criteria.

- The proposed zoning and future land use designation of Parks and Recreation align with the existing land use patterns for the subject property.
- The proposed rezoning supports the goal to *“Complete the Island’s development in a way that maintains the Island’s environmental integrity and natural beauty and is consistent with the Vision of the Town.”* and to *“Develop and maintain an environmentally sustainable system of parks and open spaces which provide access to the beach and river; preserves, protects and enhances natural resources; and meets the diverse recreational needs of the Town’s population.”*
- The proposed amendment is consistent with the overall purpose and intent of the Comprehensive Plan.

Planning staff finds the proposed amendment satisfies the approval criteria and recommends approval.

After the February 7, 2024 Planning Commission meeting, planning staff scheduled a public engagement session for March 6th. Additionally planning staff prepared materials for the purposes of interests shared during the February 7th meeting which included discussion around conservation. Furthermore, based on the discussions and considerations from the February 7th Planning Commission meeting for the future land use designation and zoning classification for the subject property, planning staff outlines the following conclusions for the Planning Commission to consider.

- A. Planning staff recommends the Planning Commission consider all the planning tools and techniques, currently known pieces of information and explore the rezoning process through workshop to define the desired standards which would include lot coverage, height, setback, and more particularly allowable land uses. This approach allows to recognize the base zoning standards and ideal land uses and consider a mixture of tools and techniques to identify the most appropriate zoning classification and land use designation.
- B. Planning staff also recommends the Planning Commission consider the concept of an overlay zone based on the complexities of the subject property's land use patterns.
- C. The purpose of the PR, Parks and Recreation Zoning District is to provide community parks and recreation facilities, including parks, open spaces, golf courses and tennis courts. This district provides for both active and passive use of land. Accessory structures which support or compliment the parks/recreation use may be permitted as conditional or special exception uses. The maximum height standard for this district is 2 stories/35'. The maximum lot coverage for this zoning district is 70%. In addition to utilities, recreation and entertainment type uses as parks, sports activities, swimming areas, historical sites, nature exhibitions, the PR, Parks and Recreation District also conditionally or through special exception could allow restaurants.
- D. The purpose of the KC, Conservation Zoning District is to protect and preserve areas which are outside the OCRM critical line or define other sensitive areas, which are unsafe or unsuitable for permanent structures or developments. This district prohibits development, however, uses permitted in the KC district shall be limited to boardwalks for beach access, unpaved temporary parking and non-habitable structures controlled by the Town relating to public health, safety and welfare. Accreted lands shall also become part of this district.
- E. The subject property's existing land use pattern is consistent with the Active Recreation and Open Space category. [Active Recreation an Open Space Future Land Use Category] *"This category provides and is intended to promote the development of community parks and recreational facilities including parks, golf courses, and tennis courts. This category also provides for lands that are intended to remain in their natural state; this includes land that have been protected through conservation easements or that are publicly or privately owned. Some examples include the Tennis Center, Night Heron Park, and the Property Owners Beach and Recreation Center."*
- F. The subject property's existing land use pattern may also be consistent with the Conservation future land use category, principally the western portion of the subject property corresponding to referenced Parcel 12B. [Conservation Future Land Use Category] *"This category is used to promote, protect, and preserve the various natural resources located within the limits of the Town. These lands typically include highland areas surrounded by marsh or water, small islands, and fragile natural land. Ultimately, this category consists of lands which are outside the Ocean and Coastal Resource Management critical line that have been designated as unsafe or unsuitable for permanent structures or development. Furthermore, these lands have either been publicly or privately obtained through preservation or conservation easements that significantly restrict development. An example includes Little Bear Island to the east of the Ocean Course."*

- G. *Sec. 12-61. – Establishment of Zoning Districts. Table 2A Comprehensive Plan Land Use Categories and Zoning Districts* within the Land Use Planning and Zoning Ordinance lists the Comprehensive Plan's land use categories and the zoning districts which may be established in each category. Within the Active Recreation, Open Space and Conservation land use categories, both PR, Parks and Recreation and KC, Conservation are zoning districts that can be established.
- H. *South Carolina Code § 6-29-720. Zoning districts; matters regulated; uniformity; zoning techniques (C)* provides flexibility for local governments to utilize an array of zoning techniques in the implementation of the comprehensive plan.
- I. *South Carolina Code § 6-29-720. Zoning districts; matters regulated; uniformity; zoning techniques (C) (5)* states, *“overlay zone” or a zone which imposes a set of requirements or relaxes a set of requirements imposed by the underlying zoning district when there is a special public interest in a particular geographic area that does not coincide with the underlying zone boundaries;*
- J. The subject parcel has historically been split or identified into two distinct planning areas, “Parcel 12A” and “Parcel 12B” as referenced by the previously executed 2013 Amended and Restated Development Agreement. The subject parcel's two distinct planning areas differ in character and land use patterns.
- K. Parcel 12A can be characterized as being partially developed which includes the leased site portion of the parcel to Charleston County for the operation of Beachwalker County Park. Beachwalker County Park is open to the public. The subject area of Parcel 12A is bounded by the Kiawah River to the northeast. Immediately adjacent to the east of Parcel 12A are multifamily residential developments either under construction or proposed.
- L. Parcel 12B is bounded by the Kiawah River to the north, and the Atlantic Ocean to the south. Parcel 12B can be characterized as being undeveloped, and still in its natural state. Parcel 12B can also be characterized as environmentally sensitive due to critical area, marshlands and adjacency to the inlet to the east.
- M. The existing development and operations of Beachwalker County Park should be factored into consideration to allow Beachwalker County Park to remain as an allowed use as this provides public beach access. Consideration of a conservation zoning designation as well as the current residential zoning district creates nonconforming uses and nonconforming structures for this development as no development is allowed pursuant to the Town's KC, Conservation Zoning District.
- N. Much of Kiawah's beach, including the subject property is characterized as critical habitat area pursuant to Chapter 6. Critical Habitat Areas of the town's municipal code. Sec. 16-602. – Designation of critical habitat area defines “critical habitat areas” as *“those areas identified by the South Carolina Department of Natural Resources (SCDNR), United States Fish and Wildlife Service (USFWS), and other natural resource agencies as providing active nesting areas, active areas of critical food sources, or specific habitat areas for endangered or threatened species.”* Species relative to Kiawah are the Rufa Red Knot, Loggerhead Turtle and the Piping Plover. Captain Sam's is listed as a designated critical habitat for the wintering Piping Plover. The Town also placed a critical habitat pet restriction for the subject property pursuant to Ordinance 2014-08.
- O. Parcel 12B planning area includes portions of which are planned or in process to be conveyed to the Kiawah Island Community Association. The portions planned for conveyance to Kiawah Island Community Association are prescribed in 2013 ARDA, Section 16(f) Captain Sam's Spit. The property owner has submitted a portion of the referenced to be conveyed lands, which include ocean front highlands measured from Mean High Water to the crest of the primary dune. With this proposed conveyance a subdivision plat (SBD24-000001) has been submitted to the Town for review and

approval. The Planning Commission should also consider this and pending subdivision applications for the subject parcel in which the Planning Commission may consider future land use designations and zoning classifications for these pending individual parcels to be conveyed lands.

- P. Future development may be limited due to the constraints of providing adequate ingress or egress by the connection of a roadway to access the western highland portion of Parcel 12B.
- Q. Within Parcel 12A is the current emergency beach access, which is used by town officials, and other personnel as Beach Patrol and Charleston County Parks and Recreation Commission. The planning department is currently reviewing submitted plans to relocate this existing emergency beach access further east away from the river side of the subject property with it showing evidence of erosion.
- R. Please note the provided supplementary materials regarding this application.

PLANNING COMMISSION WORKSHOP MARCH 6, 2024 (12:30 PM)

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

PLANNING COMMISSION MEETING MARCH 6, 2024

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

Town of Kiawah Island Planning Commission

Town of Kiawah Island Municipal Center
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455

March 6, 2024



1

1

Timeline Update

- At the February 7th Planning Commission (PC) meeting, planning staff presented the proposed amendments for the subject property, conveying that there are additional components regarding the subject property that the PC should consider in evaluating the rezoning of the subject property.
- With brief discussion regarding next steps, the PC voted to table the applications until the March 6th meeting. Additionally, planning staff scheduled a public engagement session for March 6th.
- Planning staff prepared materials for the purposes of interests shared during the February 7th meeting which included discussion around conservation.
- Planning staff's review of the proposed amendment requests outline several conclusions or recommendations the PC should consider. Planning staff encourages, the PC to spend some time discussing these considerations as well as engaging with the community.

2

2

COMPREHENSIVE PLAN AMENDMENT REQUEST

#ACP24-000001

3

3

Town of Kiawah Island Comprehensive Plan Amendment Application

Planning Commission Recommendation: February 7, 2024

(No action taken by the Planning Commission)

Planning Commission Workshop March 6, 2024

Planning Commission Recommendation: March 6, 2024

Public Hearing and First Reading:

Second Reading:

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

4

Application Information

Comprehensive Plan - Future Land Use Map Amendment Application

Case # ACP24-000001:

Request to change the Future Land Use designation for the subject property located at Beachwalker Drive (TMS# 207-05-00-001 & TMS# 207-05-00-0011) from Low Density Residential and Medium Density Residential to Active Recreation and Open Space.

5

5

Comprehensive Plan Amendment Application

Future Land Use is intended to provide guidance for the location and types of proposed future land uses to support the Town of Kiawah Island's Land Use Planning and Zoning Ordinance.

The aspects of the Land Use Element establish a flexible yet predictable method for determining the appropriateness of proposed development to share the future of the Town.

6

6

#ACP24-000001 Case Information

Applicant: Town of Kiawah Island

Property Owner: KDP II LLC

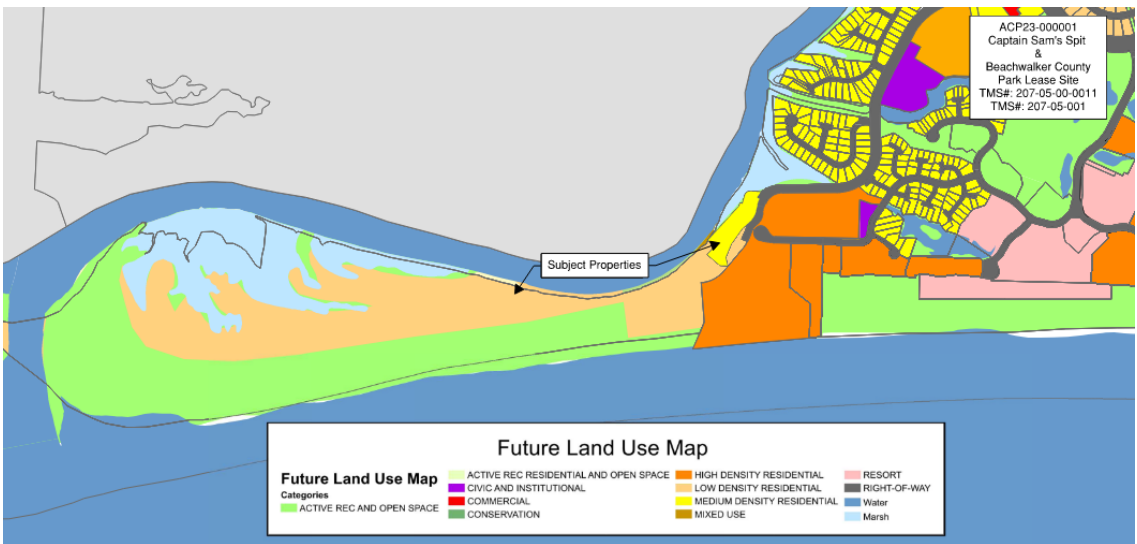
Location: Captain Sam's Spit (Beachwalker Drive)

Parcel Identification: TMS# 207-05-00-0011 (TMS# 207-05-00-001 Beachwalker County Park Lease Site)
The subject property is one parcel; however Charleston County has recognized the Beachwalker County Park Lease Site with a unique TMS number.

Property Size: TMS# 207-05-00-0011 (Approximately 173 acres)
Approximately 126.75 acres Deeded Acreage per Charleston County GIS; Beachwalker County Park Lease Site: Approximately 2.14 acres per Charleston County GIS

Future Land Use Designation:
Low Density Residential (TMS# 207-05-00-0011)
Medium Density Residential (TMS# 207-05-00-001)

7



8





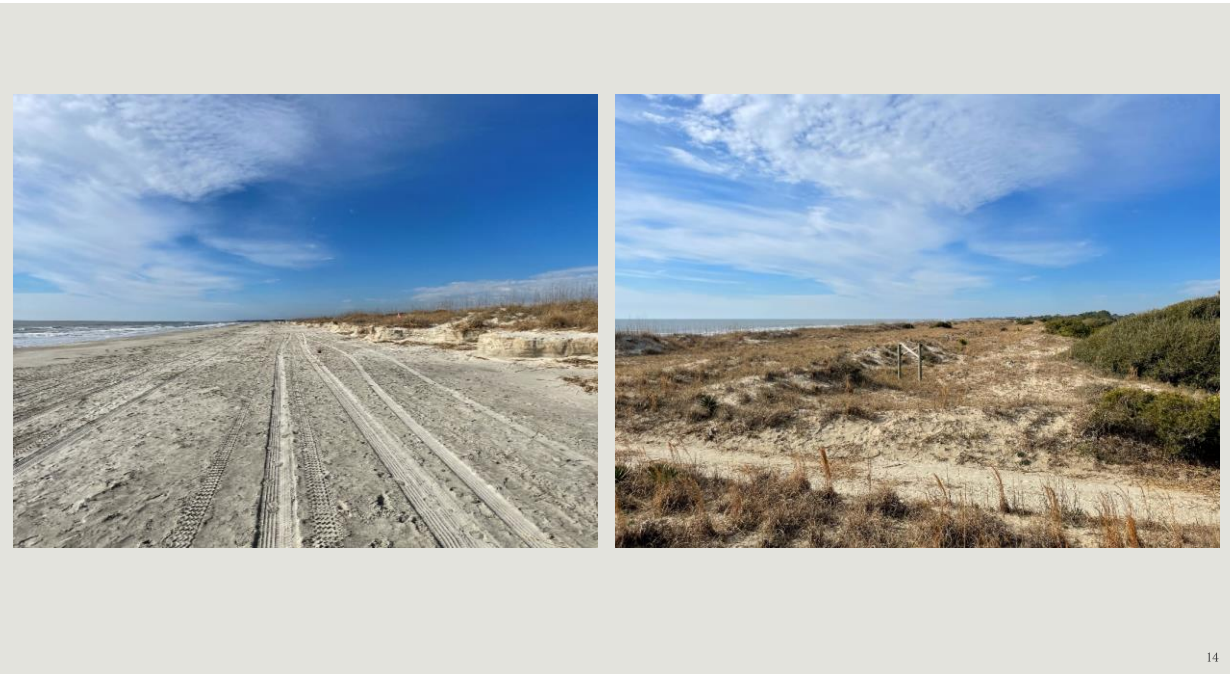
11



12



13



14

Comprehensive Plan Amendment Application

The Town's Future Land Use Map, designates the subject property as **Low and Medium Density Residential**.

- The Comprehensive Plan defines **Low Density Residential** Future Land Use Category as "This category is intended to promote, protect, and preserve lower density development of single family detached residential areas."
- Typical development with Low Density Residential designations include Plantation Woods or The Settlement.
- The Comprehensive Plan defines **Medium Density Residential** Future Land Use Category as "This category is intended to provide and promote medium density development of single family detached and attached residential areas."
- Typical Development with medium density Residential designations include Inlet Cove or Night Heron Cottages.

15

15

Comprehensive Plan Amendment Application

- The Comprehensive Plan defines **Active Recreation and Open Space** Future Land Use Category as "This category provides and is intended to promote the development of community parks and recreational facilities including parks, golf courses, and tennis courts. This category also provides for lands that are intended to remain in their natural state; this includes land that have been protected through conservation easements or that are publicly or privately owned."
- Typical development with an Active Recreation and Open Space designation: Tennis Center, Night Heron Park, and the Property Owners Beach and Recreation Center.

16

16

Case # ACP24-000001:

Comprehensive Plan Amendment Applications: Recommendation by the Planning Commission

Pursuant to §12-157 (4) of the *Land Use Planning and Zoning Ordinance* “The Planning Commission shall review the proposed amendment and adopt a resolution **recommending that the Town Council approve, deny or approve with conditions the proposed amendment, based on the approval criteria of subsection (7) of this section.** The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. **A simple majority vote of Planning Commission members present and voting shall be required to approve the amendment.** Following an unfavorable finding on the application, the Planning Commission shall notify the applicant and report the reasons for the finding.”

17

Case # ACP24-000001:

Comprehensive Plan Amendment Applications: Decision on Amendment by the Town Council

Pursuant to §12-157(6) of the *Land Use Planning and Zoning Ordinance* “Following receipt of a copy of the proposed comprehensive plan text or land use diagram amendment from the Planning Commission, along with the Planning Commission's report and recommendation, **the Town Council shall schedule one or more public hearings** in accordance with State Law to decide whether to adopt the amendment. For amendments to the land use diagram, personal and posted notice also shall be given in the manner provided in section 12-156. Any time after the close of the public hearing, **Town Council shall act to approve, approve with conditions, or deny the proposed comprehensive plan amendment, based on the approval criteria of subsection (7) of this section. A simple majority vote of Town Council members present and voting shall be required to approve the amendment.**”

18

APPROVAL CRITERIA

Pursuant to §12-157 (7) of the *Land Use Planning and Zoning Ordinance*, (7) Approval criteria. Approval criteria. Comprehensive Plan amendments may be approved by the Town Council only if they determine that the proposed amendment is consistent with the overall purpose and intent of the comprehensive plan. Any amendment to the land use diagram and/or other maps shall be consistent with the vision and goals in the text of the comprehensive plan

Staff Review:

- The proposed zoning and future land use designation align with the existing land use patterns for the subject property.
- The proposed rezoning supports the goal to *“Complete the Island’s development in a way that maintains the Island’s environmental integrity and natural beauty and is consistent with the Vision of the Town.”* and to *“Develop and maintain an environmentally sustainable system of parks and open spaces which provide access to the beach and river; preserves, protects and enhances natural resources; and meets the diverse recreational needs of the Town’s population.”*
- The proposed amendment is consistent with the overall purpose and intent of the Comprehensive Plan.

Planning staff finds the proposed amendment satisfies the approval criteria and recommends approval.

19

STAFF REVIEW

After the February 7, 2024 Planning Commission meeting, planning staff scheduled a public engagement session for March 6th. Additionally planning staff prepared materials for the purposes of interests shared during the February 7th meeting which included discussion around conservation.

Furthermore, based on the discussions and considerations from the February 7th Planning Commission meeting for the future land use designation and zoning classification for the subject property, planning staff outlined several conclusions for the Planning Commission to consider.

- Planning staff recommends the Planning Commission consider an array of tools and techniques in evaluating the most appropriate future land use designation and zoning classification.
- Planning staff recommends the Planning Commission consider the concept of an overlay zone based on the complexities of the areas land use patterns and site conditions.
- Planning staff recommends the Planning Commission discuss through workshop to desired standards which would include lot coverage, height, setback, and more particularly allowable land uses. This approach allows to recognize the base zoning standards and ideal land uses and consider a mixture of tools and techniques to identify the most appropriate zoning classification and land use designation for the subject property.

20



22

22

**Town of Kiawah Island
Zoning Map
Amendment Application**

Planning Commission Recommendation: February 7, 2024
 (No action taken by the Planning Commission)
Planning Commission Workshop March 6, 2024
Planning Commission Recommendation: March 6, 2024
 Public Hearing and First Reading:
 Second Reading:

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

23

Application Information

Zoning Map Amendment Application

Case # REZ24-000001:

Request to rezone the property located off Beachwalker Road (TMS # 207-05-00-0011 & TMS# 207-05-00-001) from R-1, Residential Zoning District and R-2, Residential Zoning District to the Parks and Recreation (PR) Zoning District.

24

24

REZ24-000001 Case Information

Applicant: Town of Kiawah Island

Property Owner: KDP II LLC

Location: Captain Sam's Spit (Beachwalker Drive)

Parcel Identification: TMS# 207-05-00-0011 (TMS# 207-05-00-001 Beachwalker County Park Lease Site)

The subject property is one parcel; however Charleston County has recognized the Beachwalker County Park Lease Site with a unique TMS number.

Property Size: TMS# 207-05-00-0011 (Approximately 173 acres)

Approximately 126.75 acres Deeded Acreage per Charleston County GIS; Beachwalker County Park Lease Site: Approximately 2.14 acres per Charleston County GIS

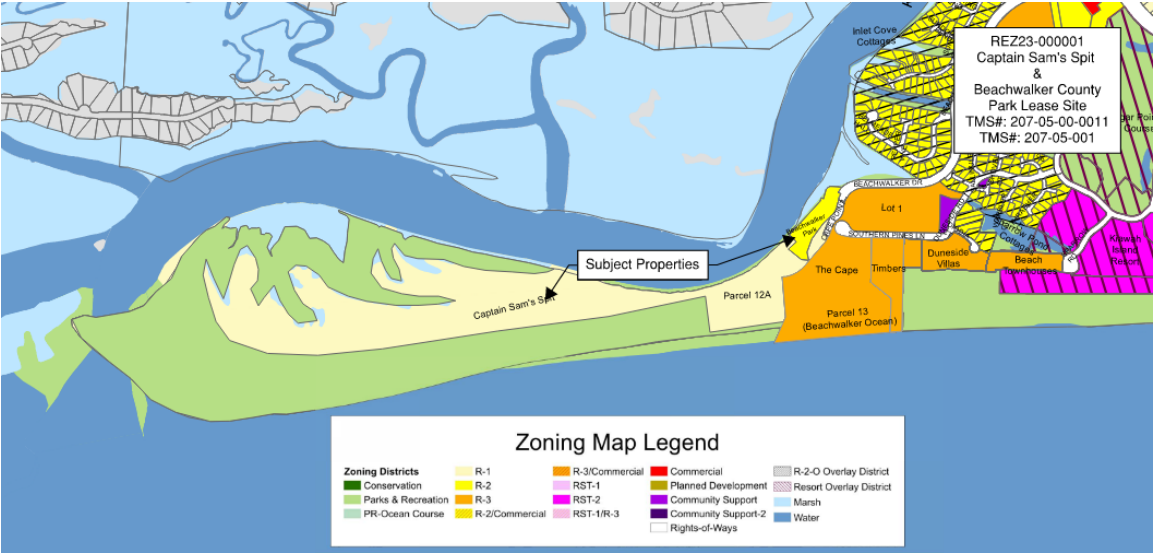
Future Land Use Designation:

Low Density Residential (TMS# 207-05-00-0011)

Medium Density Residential (TMS# 207-05-00-001)

25

25



26

26



27

27



28

28



29

29



30

30



31

31



32

32

Case # REZ24-000001:

Zoning Ordinance Text & Map Amendment Applications: Recommendation by the Planning Commission

Section 12-158(3) of the Zoning Ordinance states “The Planning Commission shall review the proposed text amendment and/or zoning map amendment and **take action, recommending that the Town Council approve or deny the proposed amendment.** The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. **The Planning Commission’s recommendation shall be based on the approval criteria of subsection (6) of this section.** The Planning Commission shall submit its recommendation to the Town Council within 30 working days of the Planning Commission meeting at which the amendment was introduced. **A simple majority vote of the Planning Commission members present and voting shall be required to approve the amendment.**”

33

Case # REZ24-000001:

Zoning Ordinance Text and Map Amendment Applications: Decision on Amendment by the Town Council

Section 12-158(5) states “After receiving the recommendation of the Planning Commission, the Town Council shall hold one or more public hearings, and any time after the close of the public hearing, take action to approve, approve with modifications or deny the proposed amendment based on the approval criteria of subsection (6) of this section. A simple majority vote of Town Council members present and voting shall be required to approve the amendment. Zoning map amendments shall not be approved with conditions. Prior to action on a proposed code text amendment, the Town Council may, in the exercise of its legislative discretion, invoke the "pending ordinance doctrine" by ordinance so that no building permits shall be issued for structures which would be affected by the proposed amendment until the Town Council has rendered its decision on the proposed amendment.”

34

APPROVAL CRITERIA

Pursuant to §12-158 (6) of the *Land Use Planning and Zoning Ordinance*, (6) Approval criteria. Text and zoning map amendments to the ordinance may be approved if the following approval criteria have been met:

- A. The proposed amendment is consistent with the purposes and intent of the adopted Town of Kiawah Island Comprehensive Plan;
- B. The proposed amendment is consistent with the purposes and intent of this article;
- C. The purpose of the proposed amendment is to further the general health, safety and welfare of the Town of Kiawah Island;
- D. The proposed amendment corrects an error or inconsistency or meets the challenge of a changed condition.

Staff Review:

- The proposed zoning and future land use designation align with the existing land use patterns for the subject property.
- The proposed rezoning supports the goal to “*Complete the Island’s development in a way that maintains the Island’s environmental integrity and natural beauty and is consistent with the Vision of the Town.*” and to “*Develop and maintain an environmentally sustainable system of parks and open spaces which provide access to the beach and river; preserves, protects and enhances natural resources; and meets the diverse recreational needs of the Town’s population.*”
- The proposed amendment is consistent with the overall purpose and intent of the Comprehensive Plan.

Planning staff finds the proposed amendment satisfies the approval criteria and recommends approval.

35

STAFF REVIEW

After the February 7, 2024 Planning Commission meeting, planning staff scheduled a public engagement session for March 6th. Additionally planning staff prepared materials for the purposes of interests shared during the February 7th meeting which included discussion around conservation.

Furthermore, based on the discussions and considerations from the February 7th Planning Commission meeting for the future land use designation and zoning classification for the subject property, planning staff outlined several conclusions for the Planning Commission to consider.

- Planning staff recommends the Planning Commission consider an array of tools and techniques in evaluating the most appropriate future land use designation and zoning classification.
- Planning staff recommends the Planning Commission consider the concept of an overlay zone based on the complexities of the areas land use patterns and site conditions.
- Planning staff recommends the Planning Commission discuss through workshop to desired standards which would include lot coverage, height, setback, and more particularly allowable land uses. This approach allows to recognize the base zoning standards and ideal land uses and consider a mixture of tools and techniques to identify the most appropriate zoning classification and land use designation for the subject property.

36

Significant Conditions

- The subject property was rezoned in November 2023 to R-1, Residential and R-2, Residential (leased BWCP site). Considerations to revisit the rezoning as the Comprehensive Plan is being developed. PC discussion of "consider appropriate strategies to protect environmental character of sensitive properties.
- Historically two distinct planning areas (Captain Sam's Spit & Beachwalker Park) as referenced in previously executed 2013 Amended and Restated Development Agreement which differ in character and land use patterns.
 - Captain Sam's Spit (Parcel 12B) – Undeveloped; in natural state
 - Beachwalker Park (Parcel 12A) – Partially developed; existing Beachwalker County Park
- The subject property is bounded by the Kiawah River to the north and the ocean to the south. Adjacent inlet to the west and isthmus of the spit create dynamic site conditions.

37

37

Significant Conditions (cont.)

- Existing developments to the east are multifamily residential developments (planned or under construction).
- There is an existing emergency beach access, which is used by town officials, and other personnel as Beach Patrol and Charleston County Parks and Recreation Commission. The planning department is currently reviewing submitted plans to relocate this existing emergency beach access further east away from the river side of the subject property with it showing evidence of erosion.
- There are planned conveyances of portions of the subject property (oceanfront highlands and marshlands) to Kiawah Island Community Association based on the 2013 ARDA.
- Town Council is discussing parameters regarding § 16(f) Captain Sam's Spit of the 2013 ARDA and raised issues in which Town Council would, if any, act on.

38

38

Significant Conditions (cont.)

- Future development may be limited due to the constraints of providing adequate ingress or egress by the connection of a roadway to access the western highlands portion of Parcel 12B.
- Parks and recreation zoning classification is consistent with the existing development patterns of the subject property.
- In addition to park and recreation lands uses, this zoning classification could also allow conditionally or through special exception restaurants
- The existing development and operations of Beachwalker County Park should be factored into consideration to allow Beachwalker County Park to remain as an allowed use providing public beach access. The existing R-2, Residential zoning, and consideration of a conservation zoning designation create nonconforming uses and nonconforming structures for this development.

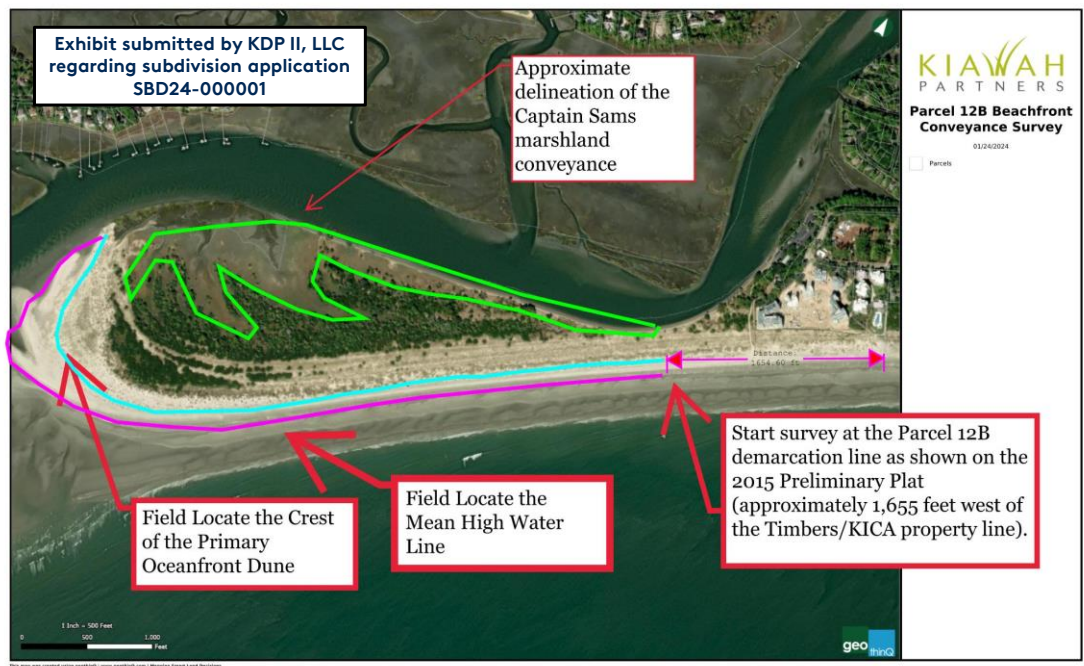
39

39



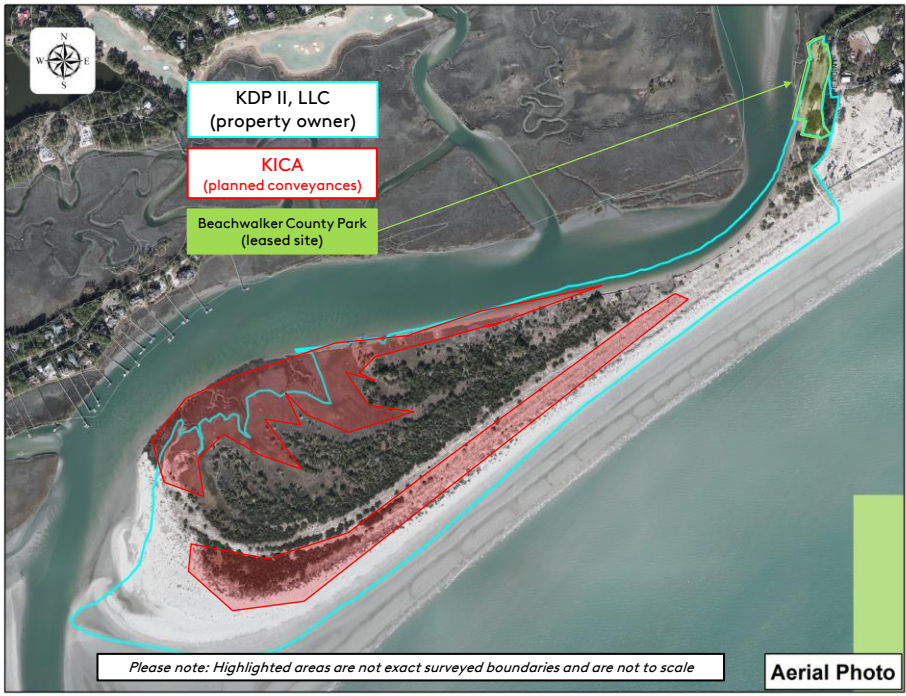
40

40



41

41



42

42

Land Use Planning Tools

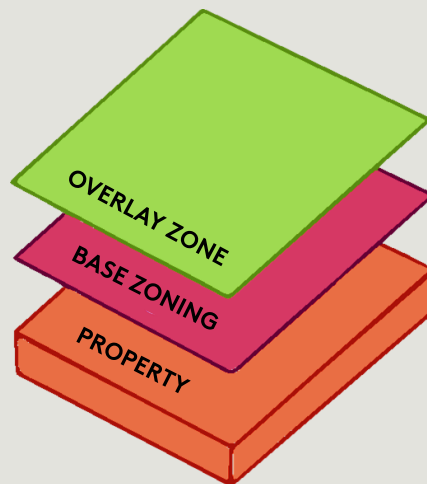
Zoning	Overlay Zones	Conservation or Cluster Development	Transfers of Development Rights (TDR)
Development Agreements	Urban Growth Areas/Boundaries	Open Space Programs	Restrictive Covenants

43

Overlay Zone

Planning staff recommends the Planning Commission consider the concept of an overlay zone based on the complexities of the areas land use patterns and site conditions.

- Overlay zoning is a regulatory tool that creates a special zoning district, placed over an existing base zone, which identifies special provisions in addition to those in the underlying base zoning standards.
- Overlay zone may impose a set of requirements or relax a set of requirements imposed by the underlying zoning district.
- Examples: R-2-O Residential Overlay, referenced example of structure for a conservation overlay zone.



44

44

Planning Commission Workshop

Planning staff recommends the Planning Commission discuss through workshop to desired standards which would include lot coverage, height, setback, and more particularly allowable land uses. This approach allows to recognize the base zoning standards and ideal land uses and consider a mixture of tools and techniques to identify the most appropriate zoning classification and land use designation for the subject property.

- This March 6th PC workshop was scheduled with the is in mind, providing opportunities for dialogue and engagement on several factors regarding the subject property.



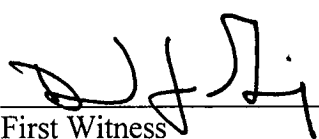
45

45


WITNESS the Grantor's hand and seal this 31st day of May, 2013.

SIGNED, sealed and delivered
in the presence of:

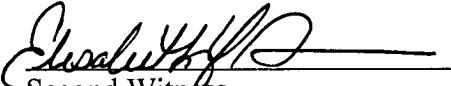
KIAWAH DEVELOPMENT PARTNERS II, INC.,
a South Carolina corporation
(L.S.)



First Witness

By: 

Charles P. Darby, III, President



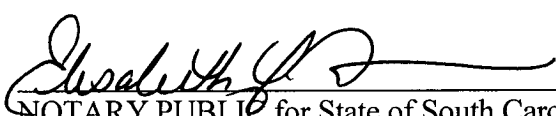
Second Witness

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

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

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.

(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 21, 2013 issued by Chicago Title Insurance Company.

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 _____.

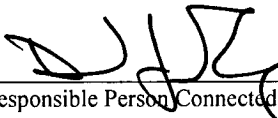
5. Check YES or NO to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.

- 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: _____.

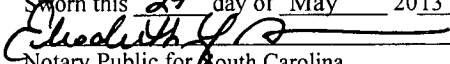
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as: Legal Representative of Purchaser.

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

DBH

RECORDER'S PAGE

NOTE: This page **MUST** remain with the original document



RECORDED		
Date:	May 31, 2013	
Time:	4:25:47 PM	
Book	Page	DocType
0335	077	Deed
Charlie Lybrand, Register Charleston County, SC		

Filed By:

WOMBLE CARLYLE SANDRIDGE & RICE
 5 EXCHANGE STREET
 PO BOX 999
 CHARLESTON SC 29401

MAKER:

KIAWAH DEV PARTNERS ETC

RECIPIENT:

KDP II LLC

of Pages: 10

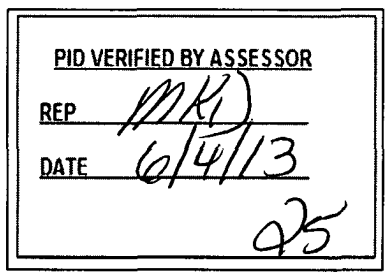
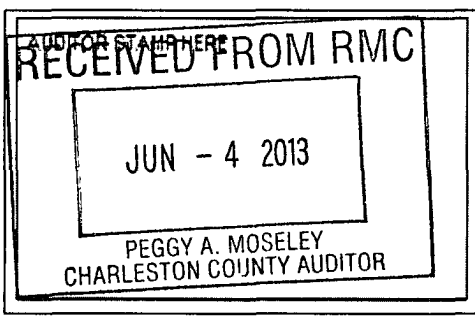
Note:

Recording Fee	\$ 10.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	\$ 5.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 15.00

Original Book:

Original Page:

DRAWER 1
CLERK TPS



0335
Book



077
Page



05/31/2013
Recorded Date



10
Pgs



Original Book



Original Page



D
Doc Type



16:25:47
Recorded Time

Copy right © Southeastern Surveyors of Charleston, Inc.

BA 596P6157

FOR PLANNING AND RMC USE ONLY

APPROVED FINAL PLAT

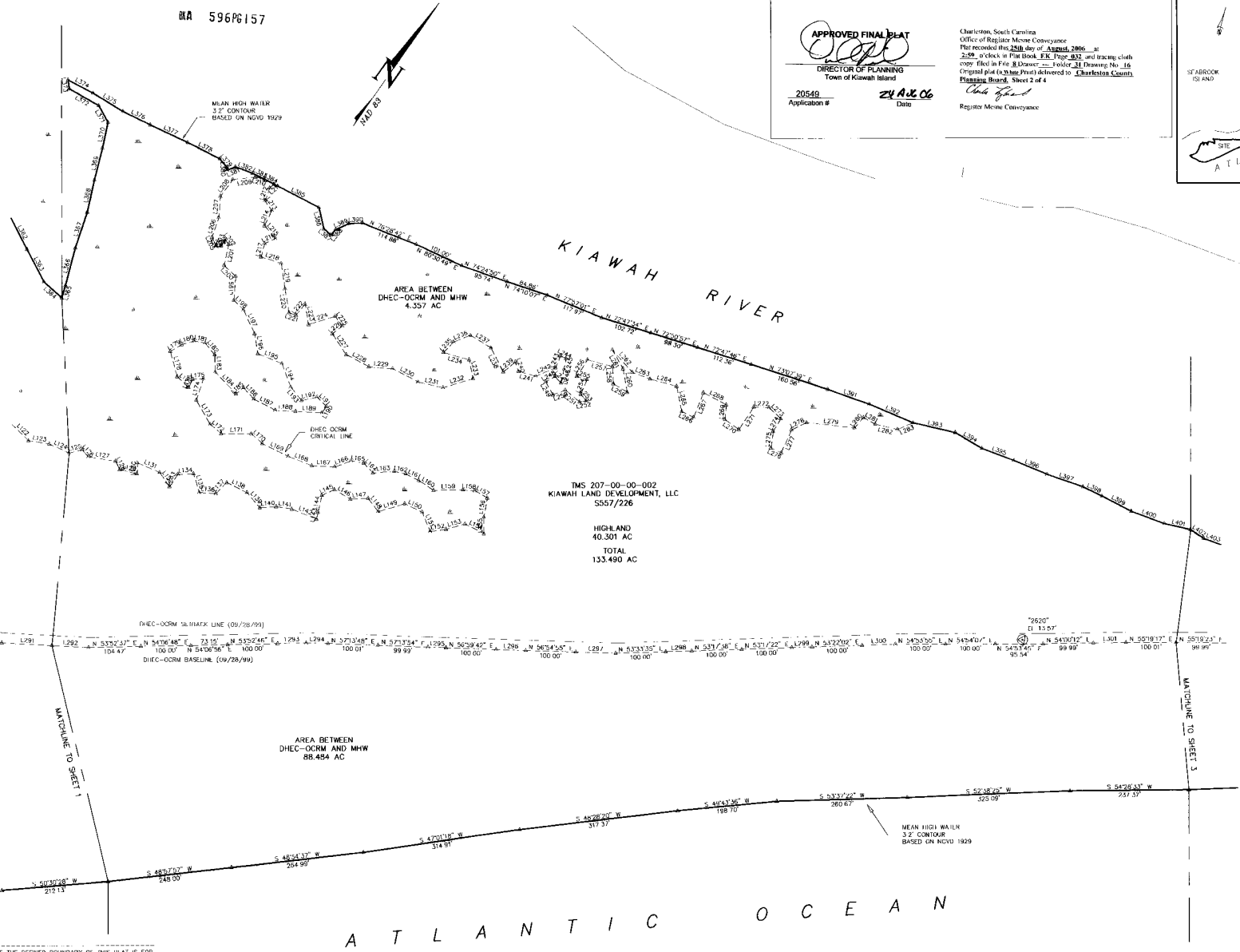
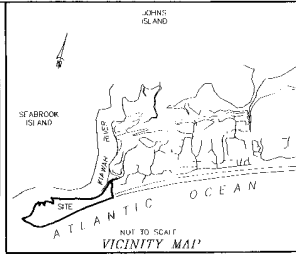
[Signature]
 DIRECTOR OF PLANNING
 Town of Kiawah Island

20540 Application # 24 AUG 06 Date

Register Meane Conveyance

Charleston, South Carolina
 Office of Register Meane Conveyance
 This record filed the 28th day of August, 2006, at 2:59, a check in Plat Book, P.K. Page 032 and tracing cloth copy filed in File #Drawer # 16507-31 Drawing No. 16 Original plat to (this Plat) delivered to Charleston County Planning Board, Sheet 2 of 4

[Signature]
 Register Meane Conveyance

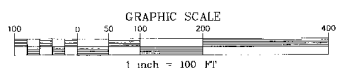


- REFERENCES
- 1 PLAT AJ 81
 - 2 PLAT BS-80
 - 3 PLAT AS-85
 - 4 PLAT AH 72.73
 - 5 PLAT AH-80
 - 6 PLAT AY 05
 - 7 GRID 5567/226
 - 8 GRID E262/737

- NOTES
- 1 ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY
 - 2 AREA DETERMINED BY COORDINATE (DWD) 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 WOOD 1929
 - 5 COORDINATES ARE BASED ON SC STATE PLANE GRID NAD 1983
 - 6 ALL PROPERTY SURVEY IS IN A CONVEYANCE ZONE IN (CA 14-19) AS SHOWN ON FIRM COMMUNITY PANEL NO 45019C 0785 J, REVISED NOV. 11, 2004
 - 7 ALL LOTS SHOWN WILL BE SERVED BY PUBLIC SEWER AND WATER
 - 8 PUBLIC SEWER AND WATER IS AVAILABLE AT THE END OF BLACKWALKER DRIVE

ACREAGES

HIGHLAND	40.645 ACRES
BELOW HIGHLAND	92.845 ACRES
TOTAL	133.490 ACRES



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 DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT 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]
 08-08-06 DATE

THE critical line shown on this plat is valid for five years from the date of this signature, subject to the customary 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 MINIMUM STANDARD MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'A' SURVEY AS SPECIFIED THEREIN.

[Signature]
 DOUGLAS L. DEWITZ S.C.R.S. No. 17565

NO. DATE	DESCRIPTION
1 10/1/06	RECORDED PLAT MAP # 24 AUG 06

Southeastern Surveying of Charleston, Inc.

147 Wappoo Creek Drive - Suite 102
 Charleston, South Carolina 29412
 843-795-8330 FAX 795-2007 www.sss-nc.com

A BOUNDARY SURVEY OF
CAPTAIN SAM'S SPIT
 CONTAINING 133.490 ACRES
 OWNED BY KIAWAH LAND DEVELOPMENT, LLC
 LOCATED IN THE TOWN OF KIAWAH ISLAND,
 CHARLESTON COUNTY, SOUTH CAROLINA

DATE	JULY 17, 2006
DRAWN DLD	
CHECK DLD	
JOB	02159
DWG	02159.dwg
SHEET	2 OF 4

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

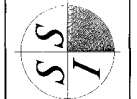
LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

LINE TABLE BEARING DISTANCE table with columns for line number, bearing, and distance.

MA 596PG159

Southeastern Surveying of Charleston, Inc. 117 Wappoo Creek Drive - Suite 102 Charleston, South Carolina 29412 843-798-9330 FAX 798-7057 www.sss-ss.com



A BOUNDARY SURVEY OF CAPTAIN SAM'S SPIT CONTAINING 133.490 ACRES OWNED BY KIAWAH LAND DEVELOPMENT, LLC LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA

APPROVED FINAL PLAT. Director of Planning, Town of Kiawah Island. Application # 20549, Date 24 May 06. Registrar Meigs Coveyette.

PLANNING AND ZONING ONLY. SOUTH CAROLINA SURVEYING OF CHARLESTON, INC. STATE OF SOUTH CAROLINA DEPARTMENT OF AGRICULTURE

DATE: JULY 17, 2006. DRAWN BY: JERRY OLD. CHECKED BY: JERRY OLD. DATE: 07-15-06. DWG: 02159.bout. SHEET: 4 OF 4.

PLANNING AND RMC USE ONLY

APPROVED FOR PLANNING AND RMC USE ONLY

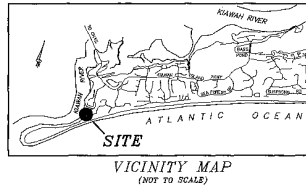
RECORDED
 DATE: August 5, 2011 TIME: 3:27:21 PM
 Book/Sheet: L11 - 0226 (See Note) (Large Plat)
 Charlie Lybrand, Register, Charleston County, SC

DIR: 115.10 AUG 3, 2011
 APPLICATION # 046

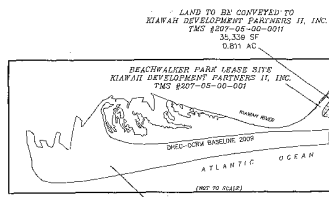
Record Fee \$ 10.00
 Per Plat \$ 10.00
 TOTAL \$ 20.00
 Driver \$ 0.00
 Clerk \$ 0.00
 Location: BEACH WALKER DR

LEGEND:
 ○ IRON FOUND, AS DESCRIBED
 □ S/O RESUR. SET
 △ MEASUR. POINT, NO CORNER SET

REFERENCES:
 DEED BOOK PAGE
 TMS #207-05-00-001
 TMS #207-05-00-001
 TMS #207-05-00-115
 TMS #207-05-00-115



1	7/10/11	NOTE SHEET B	AC
2	7/10/11	AS PER APP'L. E. 386-1032 7/10 SITE	AC
3	7/10/11	AS PER APP'L. E. 386-1032 7/10 SITE	AC
4	7/10/11	AS PER APP'L. E. 386-1032 7/10 SITE	AC



LAND TO BE CONVEYED TO
 KIAWAH DEVELOPMENT PARTNERS II, INC.
 TMS #207-05-00-001
 35,339 SF
 0.811 AC

KIAWAH RESORT ASSOCIATES, L.P.
 TMS #207-05-00-115
 18,555 AC

BEACHWALKER PARK LEASE SITE
 KIAWAH DEVELOPMENT PARTNERS II, INC.
 TMS #207-05-00-001

LAND TO BE CONVEYED TO
 KIAWAH RESORT ASSOCIATES, L.P.
 TMS #207-05-00-115
 52,357 SF
 1,202 AC

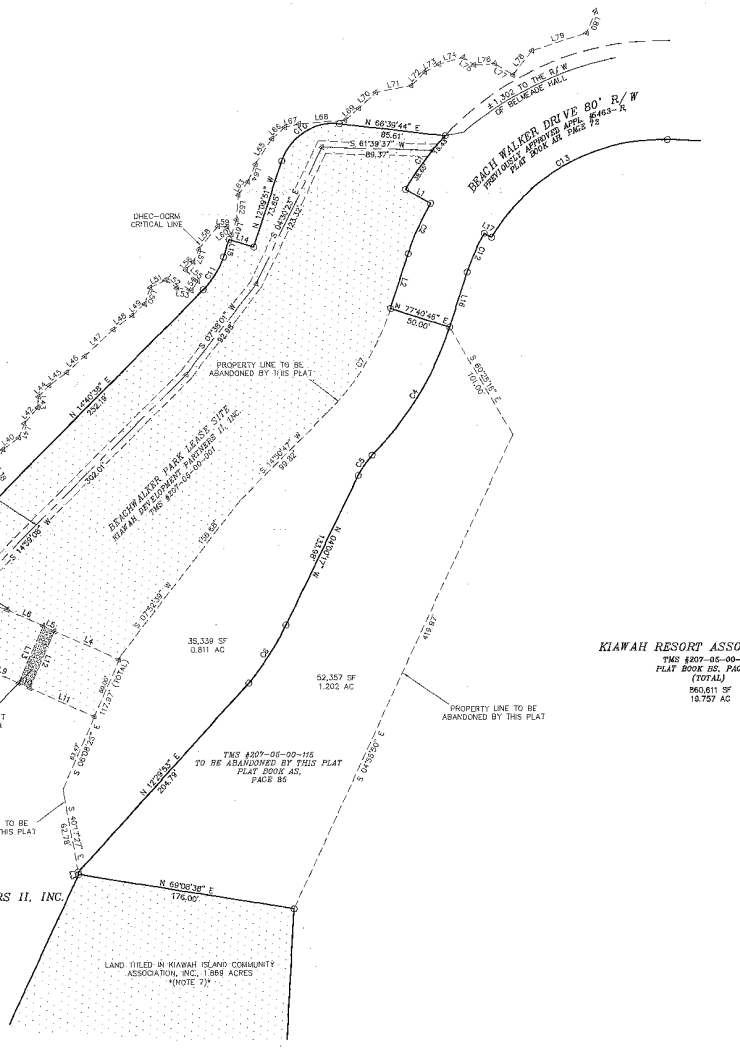
KIAWAH DEVELOPMENT PARTNERS II, INC.
 TMS #207-05-00-001
 7,553,945 SF
 172,833 AC

10' VEHICULAR ACCESS AREA
 (ON EACH SIDE OF CENTERLINE)
 PREVIOUSLY APPROVED BY #3403-R
 PLAT BOOK #H, PAGE 73

EXISTING 10' ACCESS EASEMENT
 PREVIOUSLY APPROVED BY #3403-R
 PLAT BOOK #H, PAGE 73

EXISTING 10' ACCESS EASEMENT
 PREVIOUSLY APPROVED BY #3403-R
 PLAT BOOK #H, PAGE 73

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	237.85	84.08	27.18	83.57	S 08°35'14" W	137°40'
C2	243.47	44.96	22.00	44.52	S 00°18'10" E	107°00'
C3	298.07	121.82	62.00	120.70	N 01°28'00" E	26°37'00"
C4	75.00	19.88	10.00	19.62	S 04°24'35" E	171°15'
C5	236.00	58.50	27.84	55.45	N 03°14'24" E	147°29'
C6	207.74	99.27	30.60	98.45	N 07°15'47" E	27°24'45"
C7	62.00	22.56	41.08	68.89	S 20°23'56" W	67°31'14"
C8	12.00	14.04	7.95	13.28	S 20°23'56" W	67°31'14"
C9	43.75	30.22	35.87	55.89	S 27°10'01" E	23°49'15"
C10	62.85	30.82	16.02	31.34	N 01°31'22" E	26°19'31"
C11	164.87	34.59	17.36	34.53	S 08°16'26" E	170°22'
C12	137.80	170.68	94.74	160.46	S 30°22'18" W	41°58'20"



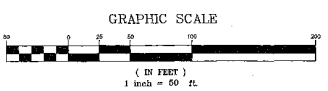
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 89°06'33" E	23.00'	L41	N 06°46'45" W	12.10'
L2	S 14°18'50" E	47.77'	L42	N 08°50'20" E	18.81'
L3	S 01°12'27" E	6.01'	L43	N 26°22'11" W	6.76'
L4	N 83°21'45" E	57.00'	L44	N 17°31'42" E	12.25'
L5	N 83°18'10" E	10.00'	L45	N 23°21'40" E	17.33'
L6	N 83°14'45" E	32.00'	L46	N 18°34'23" E	19.72'
L7	N 77°32'25" W	50.00'	L47	N 10°24'14" E	24.43'
L8	N 14°48'17" E	10.00'	L48	N 25°24'22" E	10.09'
L9	N 83°18'10" E	32.00'	L49	N 10°46'27" E	13.22'
L10	N 83°14'45" E	10.00'	L50	N 14°46'04" E	14.62'
L11	N 83°11'30" E	57.00'	L51	N 33°36'58" E	14.10'
L12	N 06°08'25" W	50.00'	L52	N 84°08'44" E	11.20'
L13	N 06°08'25" W	50.00'	L53	N 03°20'51" E	11.92'
L14	N 78°33'22" E	20.74'	L54	N 03°03'38" E	6.20'
L15	N 11°27'34" E	10.00'	L55	N 77°08'20" E	14.89'
L16	N 12°18'40" E	47.18'	L56	N 14°30'10" E	8.16'
L17	N 89°42'30" E	7.00'	L57	N 06°51'42" W	10.02'
L18	N 23°13'10" E	28.83'	L58	N 10°02'30" E	24.14'
L19	N 20°37'00" E	35.45'	L59	N 52°19'07" E	7.41'
L20	N 16°43'17" E	48.30'	L60	N 58°28'50" E	21.51'
L21	N 34°48'58" E	21.18'	L61	N 11°57'50" W	12.76'
L22	N 20°44'59" E	36.18'	L62	N 28°28'02" E	20.36'
L23	N 18°57'05" E	30.31'	L63	N 08°29'14" E	11.80'
L24	N 38°47'47" E	17.24'	L64	N 08°48'01" W	15.38'
L25	N 08°50'28" E	27.89'	L65	N 02°28'16" E	24.40'
L26	N 08°40'47" W	17.48'	L66	N 18°22'02" E	14.22'
L27	N 44°34'13" E	7.09'	L67	N 48°22'21" E	11.75'
L28	N 11°17'37" E	14.80'	L68	N 55°28'50" E	37.41'
L29	N 24°21'14" E	32.02'	L69	N 18°16'53" E	14.45'
L30	N 04°36'21" W	17.71'	L70	N 17°23'17" E	10.02'
L31	N 07°02'01" E	14.00'	L71	N 40°11'01" E	29.98'
L32	N 06°34'58" W	28.12'	L72	N 14°40'59" E	10.42'
L33	N 08°48'25" E	24.85'	L73	N 32°44'13" E	15.53'
L34	N 17°12'00" E	40.00'	L74	N 42°03'02" E	20.19'
L35	N 01°02'11" E	9.96'	L75	S 84°18'21" E	10.78'
L36	N 01°02'11" E	15.35'	L76	N 84°24'31" E	15.52'
L37	N 20°26'14" W	16.71'	L77	S 87°30'45" E	17.27'
L38	N 55°37'07" W	7.32'	L78	N 08°10'58" E	25.04'
L39	N 03°55'17" E	10.72'	L79	N 62°03'24" E	46.30'
L40	N 22°30'11" E	15.72'	L80	N 08°39'42" W	18.00'

NOTES:

- ANYTHING SHOWN OUTSIDE OF THE DEFINED BOUNDARY OF THIS PLAT IS FOR DESCRIPTIVE PURPOSES ONLY.
- THE PUBLIC RECORDS REFERENCE TO 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.
- COORDINATES ARE BASED ON SC STATE PLANE GRID NAD 1983.
- PROPERTY IS LOCATED IN FLOOD ZONE AS (EL. 13) AND (EL. 14-19) AS SCALED FROM F.I.E.M. PANEL NO. 45079C 07B5 & REVISED. BEFORE ANY DESIGN OR CONSTRUCTION AN APPROPRIATE CRITICAL SHOULD BE CONTACTED TO VERIFY FLOOD ZONES.
- EXISTING IMPROVEMENTS ARE NOT SHOWN ON THIS PLAT.
- LANDS TITLED IN KIAWAH ISLAND COMMUNITY ASSOCIATION, INC., 1,669 ACRES. THE LAND WAS INSTANTLY TITLED 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 N-265, PAGE 406, SUBJECT TO CLAIM BY GRANTEE FOR REVERSION AND REFORMATION.
- PROPERTY SHOWN WILL BE OR HAS IS PROVIDED PUBLIC SEWER AND WATER BY KIAWAH ISLAND UTILITY COMPANY, INC. THE WATER WILL BE SUPPLIED FROM THE TENSILEY POINT AT AN EXISTING 10" WATER MAIN SET WITHIN THE BEACHWALKER DRIVE R/W AND LOCATED APPROXIMATELY 60' FROM THE SITE. THE WASTEWATER WILL BE COLLECTED VIA NEW GRANITE MAINS WHICH IS 40' LP FROM THE EXISTING PUMP STATION BEHIND BEACHWALKER DRIVE R/W.
- THE LIMITS OF THE BEACHWALKER PARK LEASE SITE IS BASED UPON THE DESCRIPTION IN SECTION 2.1 OF THE LEASE AGREEMENT BETWEEN THE KIAWAH ISLAND COMPANY, INC. AND CHARLESTON COUNTY DATED JULY 1, 1976.

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 DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT. THE DEPARTMENT IS IN NO WAY WAIVING THE RIGHT TO ASSIGN 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 five years from the date of this signature, subject to the cautionary language above.



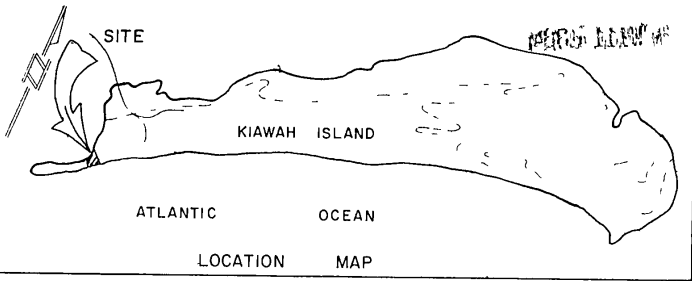
I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE FOREGOING HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC RECORDS ACT AND SUBJECT TO CHANGE OVER TIME BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT. THE DEPARTMENT IS IN NO WAY WAIVING THE RIGHT TO ASSIGN PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

JOHN T. BYRNES III
 JOHN T. BYRNES III S.C.P.L.S. No. 18115

Southeastern Surveying
 OF CHARLESTON, INC.
 1000 W. SHERBOURNE RD. CHARLESTON, SC 29407
 PHONE: 771-1111 FAX: 771-1111

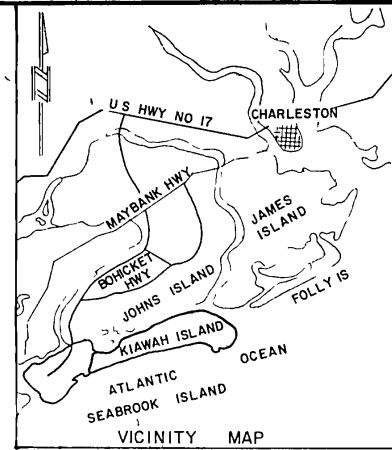
A BOUNDARY LINE ADJUSTMENT PLAT OF
 TMS #207-05-00-001, TMS #207-05-00-115
 AND TMS #207-05-00-118
 OWNED BY KIAWAH DEVELOPMENT PARTNERS II, INC. & KIAWAH RESORT ASSOCIATES LP
 LOCATED IN THE TOWN OF KIAWAH ISLAND
 CHARLESTON COUNTY, SOUTH CAROLINA

DATE: 7/11/11
 DRAWING: _____
 CHECK: JTB
 CC: _____
 JOB: 11074
 DWS: 11074 ABAN
 SHEET: 1 OF 1



AK-200111-0394

APPROVED FINAL PLAT
 CHARLESTON COUNTY COUNCIL
 DIRECTOR OF PLANNING
 CHARLESTON COUNTY PLANNING BOARD
 DATE: March 15, 1977
 #5463-R (Sheet 2 of 2)



PLAT OF
 BEACHWALKER
 PARK
 LOCATED ON
 KIAWAH ISLAND,
 CHARLESTON CO
 SOUTH CAROLINA
 OWNED BY
 KIAWAH ISLAND
 COMPANY, INC
 67 BROAD STREET
 CHARLESTON, SC
 29401

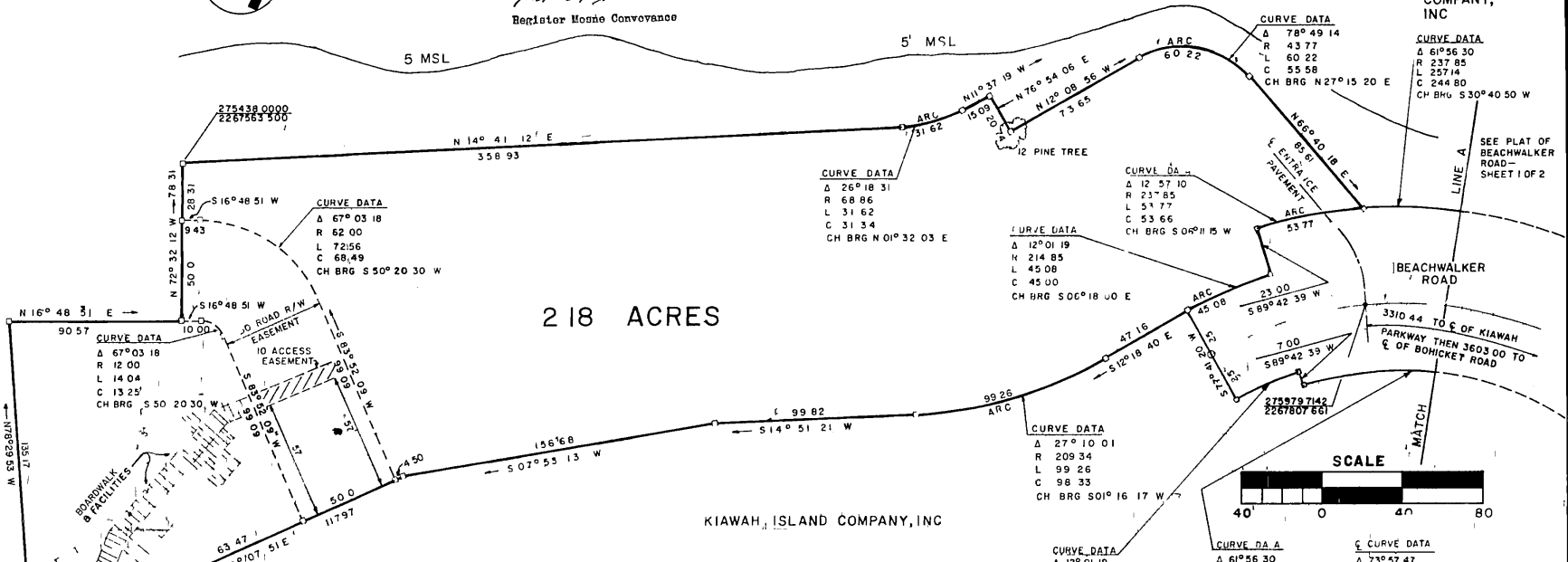
Charleston South Carolina
 Office of Registrar Messng Convoynance
 Plat recorded this 19th day of March 1977 at
 4:29 o'clock in Plat Book Page 13, and tracing cloth
 copy filed in File 2, Drawer 2, Folder 46, Drawing
 No. Original plat (Microprint) delivered
 to CHARLESTON COUNTY PLANNING BOARD.



Arthur H. Cantor
 Registrar Messng Convoynance

TOTAL ACREAGE

REG LOTS	0 00 AC
PATIO LOTS	0 00 AC
ROADS	6 05 AC
OTHER	2 18 AC
TOTAL	8 23 AC



2 18 ACRES

- 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 SC.

- LEGEND
- 3 x 3 x 36 CONCRETE MONUMENT WITH BRASS PIN
 - PROPERTY LINE
 - /// ACCESS 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

Jerry Lee Richardson
 S.C. REG. NO. 4784
 P.O. BOX 5924
 HILTON HEAD ISLAND S.C. 29928

CO	PROJ	TYPE	NO	REV

SCALE 1"=40'
 DATE FEBRUARY 12, 1976
 FIELD CK *JLR*
 OFFICE CK *JLR*
 JOB NO CH-233

REVISIONS
 MARCH 17, 1976
 JULY 22, 1976

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 subdivision 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. Improvements. Landlord agrees to provide and maintain the parking 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 BEACH 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 51-82 (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, oyster-ing, 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 so that the sums realized from said charge shall never be "burdensome" to the public, nor fully compensate Lessor for its aforesaid expenditures on the public's behalf. Such being the case, pursuant to the authority of Section 51-85 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 other 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:

Catherine G. Crowe
Gerardine M. Brown

Willie C. Frazier
John W. Dyer

John W. Green
Charles L. Cuzzell

KIAWAH ISLAND COMPANY, INC.

By: Frank W. Brumley
Frank W. Brumley, Vice President
and General Manager

COUNTY COUNCIL OF CHARLESTON COUNTY

By: James A. Stuckey, Jr.
James A. Stuckey, Jr., Chairman

THE CHARLESTON COUNTY PARK,
RECREATION AND TOURIST DISTRICT

By: Donald L. ...
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 1
day of July, 1976.

Catherine G. Cromer
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 McEaddy 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.

T. Hunter McEaddy
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.

John W. Green
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

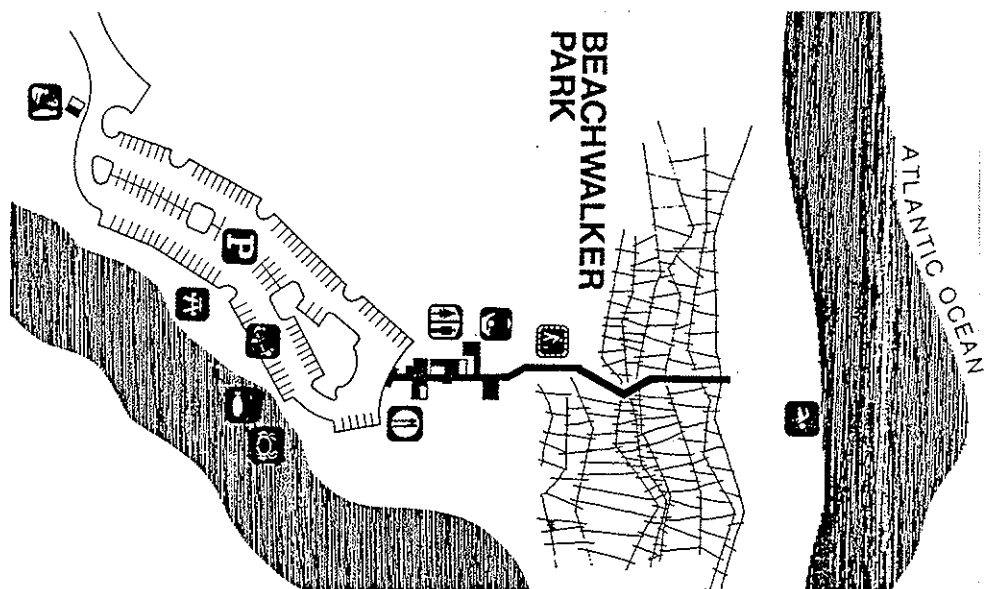
umbrella rentals are available for your convenience.

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. Goldberg
9/23/83*