

Town of Kiawah Island Planning Commission

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

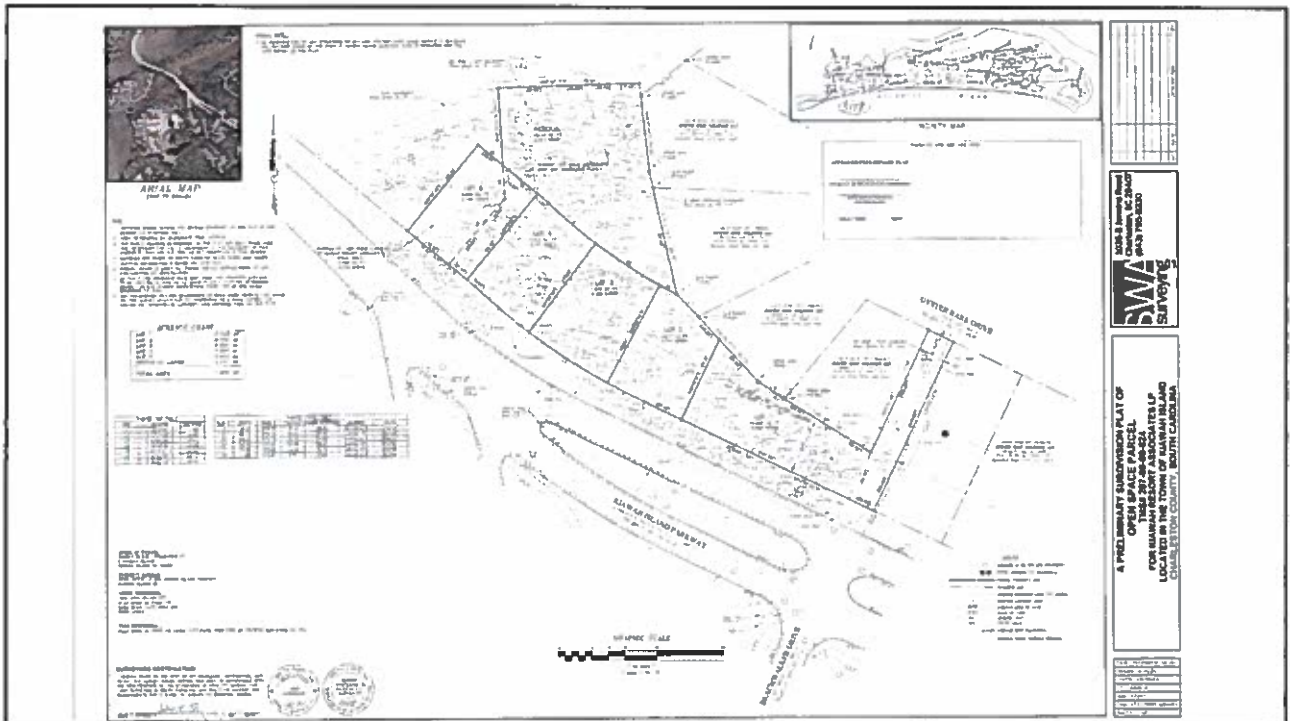


May 2, 2018

#SBDV-01-18-00711

Subdivision Waiver Request
A Preliminary Subdivision Plat Approval of Open Space Parcel

Applicant/Owner:	Kiawah Resort Associates, LP
Surveyor:	SW & A Surveying, LLC.
Parcel(s):	207-05-00-024 and 207-00-00-002
Zoning District:	R-2/C
Acres:	1.405
Lot(s):	5 Lots (0.988 acres) Residual (0.417 acres)



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The Planning Commission approved the following conditions to be added to the preliminary plat.

- i. No construction of any structure or building contemplated under article 9-Buildings and building codes of the Town of Kiawah Island Municipal Code is permitted for the lots shown on this plat.*
- ii. The combination or recombination of lots in any form within the proposed subdivision shall retain the same note that no construction of any structure or building considered is permitted for the lots shown on this plat.*
- iii. The approval of this plat by the Planning Commission does not obligate the Town of Kiawah Island to issue a building permit for any proposed structure or building.*
- iv. Prior to the initial purchase and all subsequent purchases of any of the depicted non-buildable lots, the deed of record in accordance with this plat and any other sale documents must outline specific provisions including this and the provisions listed above so that the potential buyer is aware that the lots are designated non-buildable. (Consider attached proposed deed reflecting purchase note)*

**Please reference attached draft deed*

- (g) Third Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 748 in the ROD Office.
- (h) Fourth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 20, 1994, and recorded June 3, 1994, in Book W243, page 258, in the ROD Office.
- (i) Fifth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 29, 1997, recorded May 13, 1997, in Book A284, page 914, in the ROD Office, and re-recorded in Book S287, page 404 in the ROD Office.
- (j) Sixth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated May 18, 2000, and recorded May 26, 2000, in Book H348, page 383, in the ROD Office.
- (k) Seventh Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated March 31, 2003, and recorded April 15, 2003, in Book W444, page 552, in the ROD Office.
- (l) Eighth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 12, 2004, and recorded April 10, 2004, in Book F491, page 514, in the ROD Office.
- (m) Ninth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc., dated April 28, 2006, and recorded May 12, 2006, in Book F583, page 354, in the ROD Office.
- (n) Tenth Addendum to Declaration of Covenants and Restrictions of the Kiawah Island Community Association, Inc. dated May 21, 2007, recorded May 25, 2007, in Book Y626, page 768, in the ROD Office.
- (o) First Amendment to the By-Laws of the Kiawah Island Community Association, Inc., dated January 30, 1992, and recorded in Book R210, page 759 in the ROD Office.
- (p) Amendment to By-Laws of the Kiawah Island Community Association, Inc., dated July 9, 2002 and recorded July 25, 2002 in Book G413, page 10, in the ROD Office.
- (q) 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 R.M.C 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 R.M.C Office.
- (s) Amendment to By-Laws of the Kiawah Island Community Association, Inc. dated August 8, 2014, and recorded August 11, 2014, in Book 0422, page 375 in the ROD Office.

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

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

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

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

(x) Easements, setbacks, and notations as shown on the Plat, including specifically the Planning Commission Conditional Notes prohibiting construction of any structure or building on the Property.

(y) Amended and Restated Development Agreement by and between Kiawah Resort Associates, L.P. and the Town of Kiawah Island dated December 5, 2013, and recorded December 9, 2013, in Book 0377, page 802, in the ROD Office, as the same may be amended from time to time.

(z) 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 ROD Office, as amended.

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

(bb) Assessments as may become due and payable.

(cc) Charleston County, S.C. ad valorem taxes for _____, and ad valorem taxes for all subsequent years.

(dd) The Property is further subject to the express covenant, condition and restriction that, except for the limited clearing, cutting, or pruning of underbrush and vegetation to implement effective insect, reptile and woods fire control, the Property shall remain basically in its natural state, and no building, structure, or other improvements of any kind or nature, shall be erected or placed on the Property at any time.

By the execution and recordation of the within deed, the Grantee (i) acknowledges and agrees for himself and his heirs, successors-in-title and assigns, that the Property is subject to federal and state stormwater management laws and regulations that are currently administered by the Office of Ocean and Coastal Resource Management of the South Carolina Department of Health and Environmental Control; (ii) agrees for himself and his heirs, successors-in-title and assigns to abide by these laws and regulations, and upon the request of Grantor or Grantor's successors and assigns, to complete any paperwork necessary to document said assumption of responsibility for compliance with such applicable federal and state stormwater management laws and regulations for the Property; and (iii) agrees for himself and his heirs, successors-in-title and assigns, to hold harmless and indemnify Grantor, its successors and assigns, from any violation of these laws and regulations relating to the Property.

Reserving until the Grantor, its successors and/or assigns, a non-exclusive, perpetual, permanent, assignable, transmissible, and commercial easement over, under, upon and across so much of the Property as may be reasonably required for the installation, maintenance, relocation, and replacement of utilities and/or drainage facilities.

THIS PROPERTY IS SUBJECT TO A RIGHT OF FIRST REFUSAL IN FAVOR OF KIAWAH RESORT ASSOCIATES, L.P., ITS SUCCESSORS AND ASSIGNS, AS SET FORTH IN ARTICLE II, PARAGRAPH 12 OF THE AFORESAID KIAWAH GENERAL COVENANTS RECORDED IN BOOK M114, PAGE 406, IN THE ROD OFFICE, AS AMENDED.

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

TMS Number: _____

Address of Grantee: _____

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the said _____, his heirs and assigns, forever.

SUBJECT TO the covenants, conditions, obligations, restrictions, exceptions, reservations, encumbrances, easements, and plats set forth herein, the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said _____, his heirs and assigns, against itself and its successors and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

**THE REMAINDER OF THIS PAGE
IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Kiawah Resort Associates, L.P. has caused these presents to be executed in its name by its General Partner thereunto duly authorized, and its seal to be hereunto affixed, this ____ day of ____, ____.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

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

By: _____
Jordan Phillips
Its: Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by Kiawah Resort Associates, L.P. by Coral Canary GP, L.L.C., its General Partner, by Jordan Phillips, its Vice President, this ____ day of ____, ____.

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

DRAFT DELETED

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AFFIDAVIT

Date of Transfer of Title _____
Closing Date: _____

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 known as Lot 1 Kiawah Island Parkway in the Town of Kiawah Island, Charleston County, S.C., bearing Charleston County Tax Map Number _____ is being transferred by Kiawah Resort Associates, L.P. to _____ on the _____ day of _____.
3. Check one of the following: The DEED is
 - a) Subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - b) _____ Subject to the deed recording fee for a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - c) _____ EXEMPT from the deed recording fee because (exemptions 1-12) (If exempt, please skip items 4-7, and go to item 7 of this affidavit)
4. Check one of the following if either item 3a or item 3b above has been checked.
 - a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____ and No/100 (\$ _____) Dollars.
 - b) _____ The fee is computed on the fair market value of the realty which is \$ _____
 - c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES _____ or NO ~~xx~~ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - a) \$ _____ the amount listed in item 4 above
 - b) -0- the amount listed in item 5 above (no amount place zero)
 - c) \$ _____ Subtract line 6b from Line 6a and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Closing Attorney
8. Check if Property other than Real Property is being transferred on this Deed.
 - a) _____ Mobile Home
 - b) _____ Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____ deceased CASE NUMBFR _____. Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn before me this _____ day of _____.

Signed: _____
Grantor, Grantee, or Attorney that prepared this form

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

Print or Type Name here