

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

GRANT OF EXCLUSIVE LICENSE
(Beach Access - Beachwalker Park)

KNOW ALL MEN BY THESE PRESENTS, that **KIAWAH RESORT ASSOCIATES, L.P.**, (a Delaware limited partnership hereinafter sometimes referred to as the "Grantor") in the State aforesaid, for/and in consideration of the Sum of One and No/100 (\$1.00) Dollar, to it in hand paid at and before the sealing of these presents by the **TOWN OF KIAWAH ISLAND** (a municipal corporation organized and existing under the laws of the State of South Carolina hereinafter sometimes referred to as the "Grantee,") in the State aforesaid, the receipt and sufficiency whereof is hereby acknowledged, has and does hereby grant, subject to the conditions and reservations herein, unto the **TOWN OF KIAWAH ISLAND**, an exclusive license for vehicular access, ingress, and egress, as follows:

the "License"

An exclusive commercial license for vehicular access, ingress, and egress to and from Beachwalker Drive and the mean high water mark of the Atlantic Ocean, as the same may vary from time to time, over, upon, and across that certain "10' Vehicular Access Area" leading in a generally north-south direction extending from a point on the westernmost boundary line of Beachwalker Drive to the mean high water mark as aforesaid, all as will more particularly appear by reference to a plat prepared by Southeastern Surveying, Inc., entitled "A PLAT OF A 10' VEHICULAR ACCESS AREA AT BEACHWALKER PARK OWNED BY KIAWAH RESORT ASSOCIATES, L.P. LOCATED IN THE TOWN OF KIAWAH ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA" dated March 27, 1997, a copy of which said plat is attached hereto as Exhibit "A" and incorporated herein by reference.

Grantor hereby reserves unto itself and its successors the right to use the 10' Vehicular Access Area for any lawful purpose, without interfering with Grantee's use of the same.

The License herein granted shall be for the benefit and use of the Grantee, its agents, officers, employees, invitees, and permittees, but is not intended to create rights in the public or third parties other than as permittees from time to time of the Grantee. This License is not intended to and shall not create a common area or public area.

It is the intention of Grantor that the License be utilized for vehicular access to and from Beachwalker Road and the mean high water mark of the Atlantic Ocean, as the same may vary from time to time, by Grantee and Grantee's agents, officers, employees, invitees, and permittees during the course and scope of their duties in responding to emergencies and other ordinary governmental functions on the Kiawah beachfront.

Grantee may erect a gate, chain, or such other apparatus as is necessary to ensure use of the License area only by Grantee, Grantee's permittees, and Grantor from time to time, so long as Grantee provides Grantor with notice thereof. Grantee may also erect necessary dune crossovers as allowed by governmental agencies. Grantee shall provide to Grantor two sets of any keys necessary to unlock such gates or chains.

Grantee agrees and does hereby indemnify and hold Grantor harmless from and against any and all liability, injury, loss, claims, judgments, and causes of action, including attorneys fees and costs, whether legal or equitable, known or unknown, foreseeable or unforeseeable, arising out of the use of the License by the Grantee, its agents, officers, employees, invitees, and permittees.

The term of this License shall be for a period of twenty-five (25) years commencing on the 15th day of April, 1997. It is the intention of Grantor that the within granted License shall be and is hereby deemed irrevocable, but may be relocated by Grantor, its successors and assigns, at any time and from time to time, in accordance with the provisions hereinafter set forth.

RESERVING unto the Grantor, its successors and assigns, the exclusive right and privilege, in Grantor's sole discretion, to relocate the 10' Vehicular Access Area, at any time and from time to time, so long as Grantor provides Grantee with alternative vehicular access to and from Beachwalker Drive and the mean high water mark of the Atlantic Ocean, as the same may vary from time to time. Such alternative vehicular access area shall be approximately 10' in width, and Grantor shall grant to Grantee an exclusive license over such alternative vehicular access area by means of a license agreement similar in form and content to the within written instrument with an exhibit attached prepared by a licensed S.C. surveyor which accurately depicts the alternative access area. Upon the recordation in the Charleston County R.M.C. Office of the license agreement granting to Grantee alternative access to and from Beachwalker Drive and the mean high water mark of the Atlantic Ocean as aforesaid, the within Grant of Exclusive License shall immediately and automatically cease and terminate, and become null, void, and of no further force and effect.

Grantee has joined in the execution of the within Grant of Exclusive License to evidence its agreement to abide by the terms and conditions set forth herein. Grantee further agrees, upon Grantor's request, to execute and deliver to Grantor simultaneously with the execution and delivery of the aforesaid grant of exclusive license for such alternative access area, an instrument in recordable form, terminating the within Grant of Exclusive License.

This License is granted subject to all applicable covenants, conditions, restrictions, easements and limitations of record in the R.M.C. Office for Charleston County, S.C., and in addition thereto, an unrecorded Lease Agreement between Kiawah Island Company, Inc., and Charleston County for Beachwalker Park.

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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 15th day of April, in the year of our Lord One Thousand Nine Hundred and Ninety-Seven, in the Two Hundred and Twenty-First year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

KIAWAH RESORT ASSOCIATES, L.P.
(SEAL)

By: D&W Investments, Inc.,
a South Carolina corporation
(CORP. SEAL)

Its: General Partner


By: Charles P. Darby, III
Charles P. Darby, III

Its: President

Allison L. Bell
Jessie C. Bryant

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by Kiawah Resort Associates, L.P., by D&W Investments, Inc., a South Carolina corporation, its General Partner, by Charles P. Darby, III, its President, this 15th day of April, 1997.

 (SEAL)
Notary Public for South Carolina
My commission expires: 8-8-99

Dennis Rhead

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

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