

EXHIBIT

31.1

To: ~~Leonard Wong~~
For your information
From: Bob Cowan
Date: 1-11-94

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

LICENSE/ACCESS AGREEMENT

WHEREAS, the Town of Kiawah Island (hereinafter "Town") has designated, by ordinance, certain locations adjacent to the beach as emergency vehicular beach access points; and

WHEREAS, Kiawah Resort Associates, L.P. (hereinafter "KRA") owns the real property where these emergency vehicular beach access points are located, and the Kiawah Island Community Association, Inc. (hereinafter "KICA") has an easement from KRA over one or more of the emergency vehicular beach access points; and

WHEREAS, the Town desires KRA and KICA to allow it to use the designated emergency vehicular beach access points, as hereinafter described, under certain circumstances as further set forth herein, and KRA and KICA are willing to grant a license to the Town for such purposes on the terms and conditions set forth herein;

NOW, THEREFORE, in return for the mutual promises expressed herein and other legal consideration, the sufficiency of which is hereby acknowledged, this 31st day of December, 1993, the Town, KRA, and KICA agree to the following:

ONE: KRA, in its capacity as owner, hereby grants to the Town, its employees, and agents nonexclusive permission to reasonable and necessary use of the following emergency vehicular beach access points while such employees or agents of the Town are acting in the course and scope of their duties with the Town in responding to emergencies and other ordinary governmental functions on the beach:

- 1
- one
- a. Ocean Marsh Road emergency vehicle access point adjacent to the Atlantic Ocean at lots 218 and 219, off Ocean Marsh Road and Governors drive. This emergency access point was granted pursuant to the South Carolina Coastal Council permit no. CC-93-056 on April 20, 1993.
 - b. Eugenia Avenue emergency vehicular access point adjacent to the Atlantic Ocean between Lots 29 and 31, off Eugenia Avenue. This emergency access point was granted pursuant to the South Carolina Coastal Council permit no. CC-90-167 on July 25, 1990.
 - c. Ghost Crab Run emergency vehicular access point adjacent to the Atlantic Ocean near and in front of the Ocean Course Club House. This emergency access point has been in continuous use for decades and did not require a South Carolina Coastal Council permit. This emergency vehicular access point more fully appears on an undated plat prepared for Kiawah Beach Company by Sea Pines Plantation Company Engineering Group, a copy of which is on file in Town Hall.

KICA also hereby grants the Town and its employees nonexclusive permission to enter and use vehicles upon its roadways to reach these emergency vehicular beach access points while such employees of the Town area acting in the course and scope of their duties with the Town in responding to emergencies and other ordinary governmental functions on the beach.

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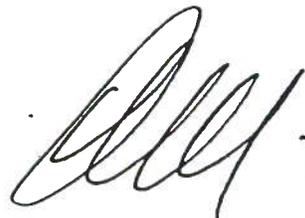
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TWO: Duration. The license granted herein by KRA shall continue for so long as the Town has in effect an ordinance granting vehicular use on the beach between the high tide and low tide marks to KICA for its security vehicles and to KRA for the use of vehicles for the purpose of inspecting, protecting, and maintaining its beachfront properties. If any of the three locations described in Section One ceases to be an approved emergency vehicular access point, then this license and permission shall terminate as to that location. This license and permission shall also terminate if KRA's and KICA's usage rights respecting the beach between mean high and low tides be lessened.

THREE: Keys. KRA and KICA agree to provide to the Town the keys necessary to unlock any gates or chains at the emergency vehicular beach access points listed in Section One above. The Town agrees that it shall not provide any of these keys to any person other than Town employees on official Town business. Upon termination of this license agreement, the Town shall immediately return to KRA and KICA the keys in its possession to these access points.

FOUR: Hold Harmless. The Town agrees to indemnify and hold harmless KRA and KICA against any and all liability arising out of the use by the Town, and its agents, servants and employees, of the beach access points.

FIVE: No Rights Other Than License. Nothing herein shall be construed as granting to the Town any ownership or other right in and to the vehicular beach access points other than such permission

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as is specifically set forth herein, save exercise of the Town's police power.

SIX: Merger/Integration. This written access/license agreement shall constitute the full and complete understanding among the parties. Any prior or contemporaneous conversations, agreements or representations are hereby deemed to be merged into this Agreement and of no legal effect.

WITNESSES:

TOWN OF KIAWAH ISLAND (seal)

[Signature]

BY [Signature]
ITS [Signature]

KIAWAH ISLAND COMMUNITY ASSN., INC. (seal)

Elizabeth H. Stearnette
Anne Watson

BY [Signature]
ITS [Signature]

KIAWAH RESORT ASSOCIATES, L.P. (seal)

Elizabeth H. Stearnette
Anne Watson

By: D&W Investments, Inc.
Its General Partner
BY [Signature]
Charles S. Way, Jr.
ITS President

Elizabeth H. Stearnette
Anne Watson

BY Betty R. Crow
Betty R. Crow
ITS Secretary

[Signature]
mdm

EXHIBIT 31.2

BK Z282PG737

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.

BK Z282PG738

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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BK Z282PG739

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

Allison L. Bell

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

Alan C. Bryant

Its: President

Handwritten initials

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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.

John C. Bryant (SEAL)
Notary Public for South Carolina
My commission expires: 8-8-99

CPO

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IN WITNESS WHEREOF, the Town of Kiawah Island has caused these presents to be executed in its name by its officer(s) thereunto duly authorized and its seal to be hereunto affixed, this 21st day of April, in the year of our Lord One Thousand Nine Hundred and Ninety-Seven, and 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:

TOWN OF KIAWAH ISLAND
(CORP. SEAL)

William Brooks

By: Ralph A. Magnotti
Ralph A. Magnotti, Mayor

[Signature]

Attest: Rita Moran
Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

THE FOREGOING INSTRUMENT was acknowledged before me by the Town of Kiawah Island by Ralph A. Magnotti, Mayor, and attested to by Rita Moran, its Clerk of Council, this 21st day of April, 1997.

[Signature] (SEAL)

Notary Public for South Carolina
My commission expires:

[Signature]

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Dennis Rhead

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CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC