

The Town of James Island held its regularly scheduled meeting on Thursday, October 17, 2024 at 7:00 p.m. in person at Town Hall, 1122 Dills Bluff Rd., James Island, SC. This meeting was also live-streamed on the Town's website: [www.jamesislandsc.us/livestream-townmeetings](http://www.jamesislandsc.us/livestream-townmeetings) and was held in accordance with the SC Freedom of Information Act and the requirements of the Town of James Island.

The following members of Council were present: Dan Boles, Lewis Dodson, Cynthia Mignano, Troy Mullinax, and Mayor Brook Lyon who presided. Also, Brian Quisenberry, Town Attorney, Michael Hemmer, Executive Assistant to the Mayor, Becky Heath, Finance Officer, Keith LaDeaux, Public Works Coordinator/Project Manager, Kristen Crane, Planning Director, Lt. Shawn James, Island Sheriff's Patrol, and Frances Simmons, Town Clerk.

Opening Exercises: Mayor Lyon called the meeting to order at 7:00 p.m. Councilwoman Mignano welcomed everyone who came out tonight for their civic pride and being involved in our Town. She led Council in prayer and followed with the Pledge of Allegiance.

Mayor Lyon announced that this meeting was being held in accordance with the SC Freedom of Information Act and the requirements of the Town of James Island. She welcomed everyone tonight and introduced herself and the members of Town Council.

Public Hearing: Mayor Lyon opened the Public Hearing to receive comments on Ordinance #2024-09: Proposed Zoning Map Amendment on property located at 1734 Camp Road (TMS# 425-02-00-152) from the Low Density Suburban Residential (RSL) to Residential Office (OR) for Personal Improvement Use (Pottery Studio).

Scott Kelly, 1508 Layback Alley: Mr. Kelly spoke in favor of the rezoning request. He shared his background as a Health Care Professional who worked with cancer patients to make a positive impact and that is why he thinks Will and Holly (applicants) will do the same by having a pottery studio. He shared the applicants' passion for pottery and needing to have a studio on James Island. He said people are looking to find others with the same interests. He does not want to speak for Will and Holly but he believes that is their vision. Not to purchase the property and flip it and have another business come in and do "*lord knows what with it*", but for James Island to have a place to build community. He asked those who may not be in favor of the request to think about two great people who love each other is trying to make their dreams a reality. As a proud resident of James Island he hopes that we can find it in our hearts to do the same.

Presentation: Trident Medical Center: Mayor Lyon welcomed and introduced Jeff Wilson, President/CEO Trident Medical Center. Mr. Wilson thanked Mayor Lyon and Council for the opportunity to speak. He is the new CEO of Trident Medical Center and has lead the organization on James Island for the last six months. He shared that Trident celebrated its one year anniversary in September and gave an overview of the accomplishments. Presentation attached.

Presentation of 2024-2025 Community Assistance Grant Requests: Mayor Lyon invited those requesting assistance through the Town's 2024-2025 Community Assistance Grants Program to give a brief synopsis of their request. Council was given a copy of the applications that were submitted. The following persons spoke:

Allison Hubbard, Volunteer Coordinator, James Island Backpack Buddies Program: This program began on James Island in 2020, when the schools were shut down. Food was initially purchased from the Lowcountry Food Bank but was later cut off because James Island does not qualify under that program. All food received is from the donations of individuals, businesses, and funds the Town has awarded over the years. The program serves seven schools and is run by volunteers. Currently 189 bags are being given out per week. Ms. Hubbard asked school guidance counselors what their "dream number" of bags to distribute would be if they weren't limited and everyone gave a number that doubled what they are now providing. She said to better serve the students, more money is needed to purchase food so guidance counselors can get more food into homes. She thanked the Town for the funds given over the years and asked for more this year to help the students.

David Tinoco, Vice President, James Island Band Backers Association, James Island Charter HS: Mr. Tinoco spoke of having a personal connection with this program because his daughter has been in the band since she was a Freshman and is now a Senior. The school provides some funding but it does not cover all expenses. This is where the Band Backers Assn. steps and hopefully the Town. The Band Backers is a 501-C3 of parents and guardians that helps fund the needs of the student. This year the Band Backers is working to send students to Festival Disney to perform,

Security Proposal for Reception Area: Mayor Lyon announced that two proposals were received to modify the reception area but there is discrepancy in both and a concern as to whether some options are needed. Mayor Lyon asked Council if they preferred to table this item until Deputy Chris King could be present because he is out with a family emergency. Deputy King is the person who has met with both companies and is able to explain the differences in the two estimates. Mayor Lyon said she met with one company but was not present when the other company came. She said Lt. James could speak to the security measures in general, but he was not involved in meetings with the companies that provided the estimates. Councilwoman Mignano moved to table the request to the November meeting, seconded by Councilman Dodson.

As discussion followed, Councilwoman Mignano said she had questions because she wants to make the best decision and what is approved is the safest and what is needed. Councilman Boles recalled that the previous Council had approved panels. Mayor Lyon said they were approved in 2019 but were never purchased. The panels were for the lower portion in the reception desk. Mayor Lyon asked Lt. James to answer Councilman Boles' question. Lt. James recalled that safety and security was discussed but it wasn't pushed through. He said it was discussed around the time when some shootings occurred around the Town Hall; and this was a reaction to that. Lt. James spoke of the importance of security because it is never an issue until it is an issue. He commented on other places where security were at risk (i.e., schools) and the fact that Deputy King is not always at the Town Hall. He said having security measures may be expensive but there is regret by not having them when something happens.

Councilwoman Mignano gave her reasons for tabling the request. She is not saying that we don't need bullet proof paneling but is concerned about protection for the front office and other areas at Town Hall. She thought something more comprehensive should be done to protect other areas at Town Hall also. Lt. James noted that not every area could or should be protected but focus on areas where the highest likelihood of danger may occur.

Council briefly discussed some other safety measures that could be pursued. Mayor Lyon said she understands that the quotes we received goes further than installing panels. She recalled that someone from the Sheriff's Office had done a security inspection and recommended panels. Mayor Lyon asked Lt. James if that person or someone could come and do safety inspection before the November Council meeting to determine if the panels are sufficient or if we need to look at other options. Lt. James will reach out to the individual and inform Mayor Lyon. After discussion, the motion to table the request to the November Town Council meeting was brought forth.

#### Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously.	

#### Committee Reports:

Land Use Committee: Mayor Lyon reported that the BZA did not meet this month. The Planning Commission met and recommended approval on a rezoning request for a Pottery Studio at 1734 Camp Road; proposed amendments from administrative approvals to require BZA approval on setback reductions on lots with buildable areas less than 40 feet; critical line building setbacks; and critical line buffer/setback reductions on unbuildable lots created prior to April 21, 1999. Council will hear these requests later in the meeting.

Environment and Beautification Committee: Councilwoman Mignano reported that James Island Pride met last night. There was a successful cleanup at Washington Park last Saturday. Helping Hands will have a service event on Saturday, October 19, 9:00 a.m., meet at Pinckney Park. A litter cleanup will be held on October 26 on the JI Connector at 9:00 a.m., meet at the Town Hall. Mayor Lyon added that she received a call from a reporter to interview Stan Kozikowski tomorrow at 3:00 p.m. about James Island Pride, its mission, and goals. She thanked Stan and the members for doing a great job.

Children's Committee: No Report.

Neighborhood Council: Councilman Boles gave an overview from the October 3<sup>rd</sup> meeting. Items of discussion included Parker Richardson providing a presentation on the Town Market held on the first Friday of the month and upcoming events at the James Island Arts & Cultural Center. General discussion was led by Co-chair Bill Lyon and JIPSD Commissioner Milliken provided information on early voting. The next meeting will be held October 24 @ 6:00 p.m.

Appointments:

Tim McIntosh: Councilwoman Mignano moved for the approval of Tim McIntosh to serve on the Neighborhood Council representing Lawton Bluff; seconded by Councilman Mullinax. Passed Unanimously.

Adam Moore: Councilman Lewis Dodson moved for the approval of Adam Moore to serve on the Neighborhood Council representing Lawton Bluff; seconded by Councilwoman Mignano. Passed Unanimously.

Elizabeth Stanley: Councilwoman Mignano moved for the approval of Elizabeth Stanley to serve on the Neighborhood Council representing the Central Park Neighborhood; seconded by Councilman Dodson. Passed Unanimously.

History Committee: Mayor Lyon called for a motion to appoint Tom Robinson to serve on the History Council. Councilman Boles moved, seconded by Councilwoman Mignano. Passed Unanimously.

Mike Hemmer provided an overview from the October 8 meeting. He stated that three (3) historic markers are being processed and another was proposed by an attendee at the meeting. Upcoming events includes the Annual Commemoration of the Stamp Act Outrage of 1765 on November 8, and the launch of Voices of the Revolution: A Driving Tour, Sunday, November 10, 2-5 p.m. at Fort Johnson. Invitations will be sent to Council and flyers are available for the public. Mayor Lyon thanked Mike for his hard work.

Rethink Folly Road: The next meeting is scheduled to be held on Friday, December 20, 2024.

Drainage Committee: No Report.

Business Development Committee: Councilman Dodson moved for the following persons to serve on the Business Development Committee: Lexie Webb, Harvest Catering & Market; Kelsey Robbins, The Local Shoppe, and Chase Barton, Martin's BBQ, seconded by Councilman Boles. Passed Unanimously.

Councilman Dodson hopes to appoint two additional persons at the November meeting and schedule a meeting in December.

Trees Advisory Committee: Mayor Lyon reported that the Trees Advisory Committee meeting was cancelled due to the Chair and Vice Chair being out of town. A tree giveaway will be held at the December Town Market; 150 baby trees will be beautifully potted for Christmas giveaways. There will also be a raffle for Magnolia trees. One of the members is working with Planning Director, Kristen Crane, to develop a brochure to give to citizens, arborists, and tree companies about the Town's Ordinances relating to trees. We hope to have this done by the December Town Market.

James Island Intergovernmental Council: Councilwoman Mignano announced that the next meeting will be held on Wednesday, October 30 @ 7:00 p.m. at the Town Hall.

Accommodations Tax Committee: Councilman Dodson reported hearing back from Charleston County and the State of SC for our funds. The committee plans to schedule a meeting in November.

Proclamations and Resolutions:

Support of SCDOT to Repave Portions of Camp and Dills Bluff Roads: Councilman Mullinax brought forth a Proclamation to send to the South Carolina Department of Transportation (SCDOT) to repave portions of Camp and Dills Bluff Road based on constituent complaints. Councilman Mullinax noted that these roads are rated poor, even by SCDOT standards. The Proclamation requests, not demands, that the repaving of these roads be moved up to next

year from the scheduled date of 2026. Motion to approve the Proclamation was made by Councilman Mullinax, seconded by Councilman Boles.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

National Colonial Heritage Month: Proclamation accepted as information.

World Pancreatic Cancer Day: Proclamation accepted as information.

Ordinances up for First Reading:

Ordinance #2024-08: Proposed Zoning Map Amendment on Property Located at 1734 Camp Road (TMS#425-02-00-152) from Low Density Suburban Residential (RSL) to Residential Office (OR) for a Personal Improvement Use (Pottery Studio): Mayor Lyon announced that 16 emails/letters in support were received and one (1) in opposition. Some emails in support were from areas outside of the Town (i.e., Pleasant). She thinks it is important that we look at all of them, but especially those that are the most affected and close. Motion to approve the Ordinance was made by Councilman Dodson, seconded by Councilman Mullinax.

Mayor Lyon announced that the emails/letters received will become a part of the record. Councilwoman Mignano asked a question about parking. Planning Director, Kristen Crane stated if the request is approved it will go through a full site plan review to require buffer requirements against all residential neighbors. The applicant has submitted a conceptual site plan for this use but further into the process the number of square footage will calculate the how many parking spaces are allowed. She noted that there will be one required handicapped accessible parking space at the front. The applicant plans to use gravel and pervious surfaces. Councilwoman Mignano asked the size of the lot and Ms. Crane answered a little over 1/3 of an acre.

Mayor Lyon noted one item of importance is that the applicants will live in the property so it will not be a business pottery studio. Ms. Crane said Residential Office is similar to the Residential Zoning District, and not many uses are allowed in that zoning district; those uses are low-key office uses. Councilman Dodson asked if the owners sell the property and someone wants to put in something that is not allowed, what are the restrictions. Ms. Crane said any change of use would require a Full Site Plan Review and the use could only be what is allowed in the OR Zoning Use Table.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Ordinance #2024-10: Amending Zoning and Land Use Regulations Ordinance #2013-07: Exhibit A): Wetlands, Waterways, and OCRM Critical Line: Section 153.337 A1B: Section 153.337 A1C: Measurements, Computations and Exceptions, Dimensional Standards Defined: Section 153.066 B3: Mayor Lyon introduced the Ordinance that would allow setback requires to go to the Board of Zoning Appeals (BZA) instead of the Planning Director making administrative changes, as well as allowing for notification within 300 feet. Motion to approve the Ordinance was made by Councilwoman Mignano, seconded by Councilman Dodson. Mayor Lyon spoke to the notification process so that people know what is going on in their areas and approval is done by the Board.

Vote

Councilman Boles	Aye
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Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Ordinances up for Second/Final Reading:

Ordinance# 2024-06: An Ordinance Rezoning Real Property located at 849 Harbor View Road, TMS# 454-09-00-018 from the General Office (OG) Zoning District to the Low-Density suburban Residential (RSL) Zoning District: Mayor Lyon introduced the Ordinance. This is the JIPSD's Fire Station that they would like to expand. Councilwoman Mignano moved for approval, seconded by Councilman Dodson. No discussion.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Ordinance #2024-08: An Ordinance for the Town of James Island to Amend Chapter 151 of the Code of Ordinances to Adopt Charleston County's Current Flood Damage Prevention Ordinance No. 2306: Motion to approve was made by Councilman Dodson, seconded by Councilman Boles. Councilwoman Mignano asked if this Ordinance changes the Town's flood zones or would require homeowners to purchase flood insurance. Mr. Hemmer explained that this Ordinance adopts the County's standards. It does not change the flood zones in any way. He further explained that since the Town does not have its own building department, we are required to adopt the County's codes for flood damage and prevention.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Old Business: None.

New Business: None.

Executive Session: Mayor Lyon asked for a motion to enter into an executive session in accordance with Code of Laws of South Carolina 30-4-70 (A) (2) regarding discussion of proposed contractual matters and the proposed purchase of the Mill Point Property, TMS# 428-010-0048, and the receipt of legal advice regarding litigation matters, including KEBO v. Town of James Island & Charleston County, and KT Properties, LLC v. Town of James Island. Upon returning to Open Session the Council may act on matters discussed in the Executive Session.

A motion to enter into an executive session was made by Councilman Boles, seconded by Councilman Dodson. No discussion. Council entered the executive session at 8:26 p.m.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Return to Regular Session: Council returned to regular session at 9:00 p.m. upon a motion by Councilwoman Mignano, seconded by Councilman Dodson. No discussion. Mayor Lyon announced at no votes were taken during while in the executive session.

Councilman Dodson made a motion to authorize and make part of the public record the purchase and sale agreement between the Town of James Island and Mill Point, LLC to purchase the property located at 1259 Mill Point Road and authorize the Mayor to sign the agreement and make all necessary steps to finalize the transaction. Councilman Boles seconded the motion. No discussion.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye
Councilman Mullinax	Aye
Mayor Lyon	Aye
Passed Unanimously	

Mayor Lyon said that this is an exciting and amazing opportunity for the Town and its citizens and look forward to making this a reality.

Announcements/Closing Commission:

Mayor Lyon announced that the Town Market will be held on Friday, November 1 and we already have 22 vendors signed up for the event. A special band, "Da Gullah Rootz", will be playing. They have a great following and gave us a great deal. She asked Council to please come out and spread the word. We will have three to four food trucks and this event is slated to be the biggest one so far at the Town Hall for our citizens. For the Christmas Market on December 6, we will have the annual tree lighting, vendors and food trucks.

Councilmembers Boles, Dodson, Mignano, and Mullinax thanked the staff for their hard work and the citizens for helping to make the Town better.

Adjournment: There being no further business to come before the body, the meeting adjourned at 9:03 p.m.

Respectfully submitted:

  
Frances Simmons  
Town Clerk

October 16, 2024

**Dear James Island Town Council,**

As the owners of 1734 Camp Road and potential owners of the proposed pottery studio at this location, we wanted to write to you directly to share why we are passionate about this project and to address some concerns we anticipate might arise.

Because James Island has done such a fantastic job with preserving its small town charm, we understand the concern that adding a “business” to a semi-residential area will be the first step in sterilizing and commercializing an otherwise vibrant and beautiful part of the town. Our intention with this rezoning is to build a community space out of our home where artists can gather to make art, make a friend, and leave with even more pride in their city than when they arrived. We care deeply about preserving the suburban charm and character of James Island and believe that this studio will only contribute to it. Our intention is for the studio to blend in with its surroundings and ultimately add to, not detract from, the beautification and “homey” feel of the neighborhood.

While we know that school drop-off and pickup traffic on Camp Road is very saturated as is, we anticipate that the hours of the day where the most members will be onsite will not conflict with peak traffic times. We also will take every measure to inform our members about the existing traffic and encourage them to commute to the studio before or after these peak times.

Lastly, we anticipate questions and concerns around the safety of kilns in homes. Our manufacturer, Skutt, has been around for 70 years and has kilns in thousands of homes and schools across the country. Upon discussion with Skutt about

potential safety concerns, they relayed that in the history of their company they have never heard of a kiln exploding — with electric kilns (the type we will have), this is more or less impossible, making them significantly safer than gas kilns. Regarding fire safety specifically, we are applying all manufacturer recommendations and more than the required precautions by the James Island fire chief, including 1) non-combustible flooring material 2) professional grade ventilation 3) at least 18 inches of space around the kilns and 4) staff-only operation of equipment, among others. While no piece of equipment has zero risks, we are taking every precaution possible to protect the safety of our members and community. We take fire safety and studio safety in general extremely seriously and are more than open to a dialogue regarding any unaddressed concerns or questions.

At the end of the day, we are just two creative people who value community that want to bring something invaluable and exciting to this city that we love. We sincerely hope you'll join us in supporting this dream and allowing us to make it a reality.

Sincerely,

William Albrecht and Holly Heaton

October 11, 2024

Dear Charleston Community,

I hope this letter finds you well. I am writing to advocate for the transformation of 1734 Camp Road into a pottery studio, a space that I believe will serve as an invaluable resource to our community, particularly to the residents, students, and patients of Bishop Gadsden.

Pottery is more than just an art form; it is a therapeutic practice that can bring immense benefits to people of all ages, especially those who are navigating significant life transitions. The tactile nature of working with clay offers a hands-on, meditative experience that can foster creativity, mental focus, and a sense of accomplishment. This transformation would provide an exciting opportunity for residents and students alike to engage with the arts in a meaningful way—whether they are creating for the first time or continuing their lifelong journey of artistic expression.

The proximity of 1734 Camp Road to Bishop Gadsden makes it an ideal location for this kind of artistic venture. Having a pottery studio just steps away from our campus would not only enrich the lives of our residents, but also allow us to offer more holistic support to those who are on their own paths of growth and healing. With a pottery studio nearby, we can encourage participation in creative projects that help reduce stress, build community, and foster resilience.

What makes this project even more exciting is the opportunity for collaboration between our studio and Bishop Gadsden. The artists and potters who would call 1734 Camp Road home are eager to partner with us, offering workshops, classes, and open studio sessions designed to accommodate people at all stages of life. This could be an incredible asset to our patients, students, and residents as they explore new ways of self-expression and transformation through the art of pottery.

I strongly believe that transforming 1734 Camp Road into a pottery studio would be a wonderful addition to our community—a place where art, healing, and transformation converge. This project has the potential to make a lasting impact on the lives of those who are part of Bishop Gadsden, and I am eager to support this exciting new chapter.

Thank you for considering this proposal, and I look forward to the possibility of bringing this vision to life.

Warm regards,  
Martha McLeod

Art Director

Bishop Gadsden



October 11, 2024

Dear Members of the James Island Town Council,

I am writing to express my strong support for the proposed opening of a small, locally owned pottery shop that is seeking zoning approval in our community. I believe this business will be a tremendous asset, bringing unique, handcrafted goods to our town while providing a creative space for residents to explore and develop artistic skills.

As someone who values local artisans and small businesses, I am confident that this pottery studio will contribute to the local economy and enhance the cultural and character of our town. It will provide a gathering place for community members, encouraging creativity and connection.

I urge you to approve the re-zoning request, as this studio has the potential to become a beloved local establishment that benefits both residents and visitors alike. Thank you for considering my support, and for your dedication to fostering the growth of small businesses in our town.

Sincerely,

Austin Blake

Dear James Island Town Council,

My name is Brooke Vetter and I have lived in Charleston for 2 and a half years now. I have been made aware of the new pottery studio that is opening on 1734 Camp Road in James Island and I am so excited for this new opportunity to bring creativity to others through ceramics in a way that James Island is missing. I think the ceramic studio will bring a huge benefit to the Charleston community and is something that I have had a hard time finding since moving here.

Thank you!

Brooke Vetter

To whom it may concern:

I am writing in support of the rezoning of 1734 Camp Road from residential to office general for a pottery studio. As a former Charleston County School District high school teacher of 8 years and the current manager of Roots and Shoots Nursery located at 1108 Wappoo Rd, I have come to understand and advocate for the value of creative community spaces. A pottery studio in this area will build social infrastructure where people come together to learn, inspire, create and build strong and resilient communities.

Sincerely,  
Caroline Wright  
1235 Forestwood Drive  
Charleston, SC 29407

October 15, 2024

To the members of the James Island Town Council,

My name is Ciara Klein and I live on James Island at 1508 Layback Aly. This letter is in regard to the pottery studio rezoning at 1734 camp road. I support this new business on James Island because I believe it is the perfect place to meet people and cultivate new friendships. I recently moved here from Atlanta, GA and have been looking for places to make new friends, while also learning a new hobby. Making adult friendships can be difficult in a new city and I think this is exactly what JI needs in its community.

Thank you so much,

Ciara Klein  
1508 Layback Aly  
Charleston, SC.  
29412

## **Eric Keohane**

The Whiting-Turner Contracting Company  
900 Island Park Drive, Suite 150  
Charleston, South Carolina 29492  
Phone: 843-972-6400  
Mobile: 843-513-8260  
[www.whiting-turner.com](http://www.whiting-turner.com)

Dear Members of the Jame Island Town Council,

I hope this letter finds you well. I am writing to express my heartfelt support for the rezoning of the property at 1734 Camp Road to a mixed-use unit that will include a pottery studio. This initiative holds great promise for our community and speaks to the values we cherish.

Art has an incredible power to bring people together, foster creativity, and nurture a sense of belonging. A pottery studio would serve as a sanctuary for individuals of all ages to explore their artistic talents and connect with others who share similar passions. The hands-on nature of pottery encourages mindfulness and provides a wonderful outlet for self-expression, something many of us seek in our fast-paced lives.

Beyond the artistic benefits, this project represents an opportunity for growth and revitalization in our neighborhood. A mixed-use development not only breathes new life into the area but also supports local businesses, encourages foot traffic, and enhances our community's character. Imagine the joy of walking past a bustling studio where people are laughing, creating, and sharing their experiences—this vision can become a reality with your support.

I understand that change can come with concerns, but I truly believe that the positive impact of a pottery studio will far outweigh any challenges. It will foster a welcoming atmosphere where everyone feels valued and inspired.

Thank you for considering this proposal. I am excited about the potential for our community to thrive through this project, and I hope you will join me in supporting this vision for a brighter, more creative future.

Warm regards,

Eric Keohane



Jillian Tyler

3144 Woodsen Circle

West Columbia, SC 29170

10/15/2024

Dear Members of the James Island Town Council,

I am writing to express my strong support for the rezoning of 1734 Camp Road on James Island for the purpose of opening a pottery studio. As a resident of Columbia, SC, and a member of a local pottery studio, I have seen firsthand the positive impact that such a space can have on individuals and the broader community.

I was first introduced to pottery years ago by Holly Heaton (co-owner), and it quickly became a meaningful part of my life. My mom and I took a class together in Columbia, which was not only a fun bonding experience but also opened my eyes to pottery as a creative outlet. Since then, I've taken multiple classes and eventually became a member of the studio, where I've met many new friends and learned so much about the local artist scene. The connections I've made and the skills I've gained have enriched my life in ways I didn't anticipate.

A pottery studio is much more than a place to create art. It fosters a sense of community and connection, bringing together people of different ages and backgrounds who share a common interest. Pottery offers a unique blend of creativity, mindfulness, and hands-on activity that has therapeutic benefits as well. It provides a space for people to unwind, express themselves, and even support one another, which is especially valuable in today's fast-paced world.

Additionally, a pottery studio can serve as a hub for local artists and artisans, contributing to the cultural and economic vitality of the area. It encourages people to engage with the arts, which in turn supports the local economy through workshops, exhibitions, and sales of handmade goods. Furthermore, studios like these often collaborate with schools, community centers, and local events, enhancing the town's cultural landscape and providing educational opportunities for people of all ages.

Given my own experience, I truly believe that opening a pottery studio on James Island would bring immense benefits to the community. It would create a welcoming space where people can explore their creativity, connect with others, and contribute to the local arts scene. I wholeheartedly support this rezoning effort and hope that the council will see the value it can bring to James Island.

Thank you for your consideration.

Sincerely,

Jillian Tyler

803-360-5523

Re: Re-zoning of 1734 Camp Road for Pottery Studio

To the James Island Town Council,

I am writing as a local instructor working in the ceramics field and have known Holly Heaton (co-owner) for approximately 4 years. I have been working in clay studios since the late 1980's and currently teach in Charleston studios. I am writing regarding Holly's request to re-zone 1734 Camp Road.

I have no personal interest in this property and will not gain from the creation of this studio. When Holly expressed her desire to build a studio in James Island, I quickly agreed that there is a need for local clay studio space. This medium can be expensive to maintain ceramic equipment and supplies in a single studio, so it is often shared by many. Holly is hoping to create just that – a studio where students and hobbyists can work and learn together under one roof.

I have worked in community clay studios for over 30 years. Some were co-operative spaces, while others were independent classrooms. I have also maintained a home studio for over 10 years. Each studio space housed kilns and other equipment necessary for creating clay work. Some studios held very large gas fired kilns but more commonly, electric kilns, like the one Holly will be using. Electric kilns, when installed properly, are considered a safe and effective way to fire ceramic wares by working ceramic professionals. Although no piece of equipment can be completely guaranteed to be problem-free, they are so safe I operated two in my home for 10 years. I am confident that Holly will maintain and install her kilns according to manufacturer's standards, ensuring the safety of the studio and community.

I will hope that this project can be completed, offering a new opportunity for local clay enthusiasts to come together, learn and create. Thank you for your consideration on this project.

Best,

Karen Casteel-Rodeheaver

Ceramic Instructor/Artist

3056 Ashburton Way

Mount Pleasant, SC 29466

720-884-7827

Dear James Island Town Council,

I have recently heard about the opening for a new pottery studio on 1734 Camp Road in James Island. I really think this would be great for the local ceramics community. It can be difficult to find a place to express artistic abilities and this new ceramic studio is something I am really looking forward to.

Thank you!

Kyle Lewis  
1320 Appling Drive  
Mount Pleasant, SC.  
29464

Dear James Island Town Council,

I am writing in support of the rezoning of the pottery studio at 1734 Camp Rd. I have always wanted to learn how to make pottery, and was extremely excited to hear about the potential new studio opening. I think providing people with creative outlets is so important, especially with the day-to-day stress we all deal with. I hope this studio can move forward with it's opening so that people in the community can have a relaxing space to create.

Thank you for your time.

**Lauren Ross Andrews, M.Ed.**  
265 Alexandra Drive #3,  
Mount Pleasant, SC 29464

October 14, 2024

**Saif Sattar**

462 Antebellum Lane  
Mount Pleasant, SC 29464

**To James Island Town Council members:**

I am writing in regards to the request to rezone 1734 Camp Road for a pottery studio.

As someone that has been a Mount Pleasant resident since 1989, I often travel to and around the town of James Island due to it's still intact natural beauty. I am often jealous of my friends living on JI, with their marsh views down Camp Road & close proximity to the eccentric musical offerings at the Charleston Pour House.

I am always supportive of new, family-owned businesses that bring an artistic, net positive to their residents. It is with that, that I put my full support behind rezoning the property on 1734 Camp Road so that a pottery studio can exist. What an amazing addition to an already beautiful and artistic town.

Sincerely,

Saif Sattar

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FROM THE DESK OF  
Samuel Bonner

October 13, 2024

Dear James Island Town Council,

I'm writing to express my support of the proposal to rezone 1734 Camp Road for a pottery studio. I think James Island would benefit from this as a place for community members to improve and grow their creativity. This would provide a healthy environment for people to meet and gather as they bond over a fun new hobby. My wife and I would appreciate this addition to our community greatly.

Sincerely,

Samuel Bonner  
457 Carlin Avenue  
Charleston, SC.  
29412

To whom this may concern,

I'm writing on behalf of William Albrecht and Holly Heaton in hopes of conveying my strong support towards the opening of their pottery studio. Since originally moving to Charleston in March of 2020, I've had the great pleasure of knowing both of them over the last three years. Fast forward to today and Will is not only just one of my best friends, but someone I consider family.

Qualities that come to mind in describing him would include great foundational values, strong work ethic, and a unique ability to bring people together. Ever since Holly came into Will's life, I'd say those qualities shine even brighter considering she shares a lot of the same.

When you hear someone speak on what they are truly passionate about you can immediately tell how much it means to them. The sheer excitement in their voice, the beaming smile, and the amount of detail shared. Saying Holly's just passionate about pottery would be doing her a disservice, as from my perspective it seems like pottery is much more than that to her. It's an outlet that provides real connection, therapy, creativity, and builds community.

I won't speak directly for them both, but I believe that's ultimately the vision here. Giving the people of James Island an outlet to continue to build out their own community, through two people working to bring their dream to life in this pottery studio. As a proud resident of James Island, I believe the approval to move forward would do just that. I appreciate you taking the time to read this message and hope to hear back soon

Thank you,

Scott Kelly

October 14, 2024

Dear James Island Town Council,

I would like to express my support of the rezoning of 1734 Camp Road for a pottery studio use. See below reasons why I think this rezoning will benefit the community of James Island and the city of Charleston as a whole.

- 1) A creative pottery studio will add to the deep artistic heritage in the city of Charleston. Without art, Charleston would not be the great town that it is today.
- 2) This pottery studio will benefit all ages: young and old.
- 3) This location is prime for a pottery studio use with the surrounding area being plentiful with other businesses. Adding another small business will show Charleston residents, especially James Island residents, that their local municipality supports its residents in any way possible.

I hope the town of James Island and the city of Charleston strongly consider this property for the use of a pottery studio to improve the surrounding community.

Sincerely,

WILL MALEY  
250 BELFAST ROAD  
CHARLESTON, SC 29407

To Whom it may concern,

I, William Eduardo Gregory Wright of 1235 Forestwood Dr. Charleston SC, am writing to express my strong support for the proposed rezoning of the property located at 1732 Camp Road for a pottery studio. This change will benefit the community significantly and contribute positively to the area's growth.

The development of a business at the site will only enhance the appeal and functionality of the surrounding community by providing services that are currently lacking in the area.

I encourage the zoning commission to take into account the benefits a business at this location could provide.

I hope you will approve the rezoning of this location

Sincerely

William E.G. Wright

## Kristen Crane

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**From:** Robin Guerin <robinguerin00@gmail.com>  
**Sent:** Tuesday, October 15, 2024 8:38 PM  
**To:** Kristen Crane  
**Subject:** Case # ZOR-8-24-015

CAUTION: This email originated from outside the Town of James Island. Maintain caution when opening external links/attachments

Hi Kristen,

Regrettably, my husband and I cannot attend the meeting on October 17th, but we will attend the meeting on November 21st. Is that also at 7:00 pm? I want to speak at the meeting, if possible.

Is there a form my neighbors and I need to complete to oppose this rezoning, or will their names, addresses, and signatures suffice on a document I create?

Here is a summary of some critical points for the rezoning opposition:

### **Established Residential Neighborhood**

Centerville is an established residential neighborhood built in the 1950s. Many families have resided here for generations. This fact, along with its location close to downtown, was one of the main reasons we decided to purchase a home here just over two years ago. Allowing for rezoning will disrupt our quiet subdivision and diminish our property values.

### **Initial Rezoning & Subsequent Applications**



Approving the rezoning of this property will immediately diminish our property value. We could have easily purchased a less expensive home with an existing business as our rear neighbor resulting in an 180k deduction from our purchase price/mortgage.

Evidence of this statement:

My home:

1733 Combahee St, Charleston, SC 29412

Sold: 04/25/22 for: \$680,000

Home with business directly behind their house:

818 W Madison Ave, Charleston, SC 29412

Sold: 06/15/22 for: \$500,000

May I remind you that homeownership is typically the largest investment in an adult's life.

Additionally, if rezoning is granted, other properties will use it as a precedent for their case to rezone the other homes around this pottery studio.

What will be the cut-off line into the neighborhood? Is there one? Will we become a neighborhood spattered with businesses? This would become a literal traffic nightmare.

### Traffic /Noise

Our direct next-door neighbor who built his house when the neighborhood was developed in the 50's informed us that a traffic study was conducted for W. Madison Ave. Will you be able to provide that to me for review? We have speed bumps right now, but that does not deter the cut through traffic trying

to avoid Folly Road. So many near misses happen daily making it difficult to walk the neighborhood without dodging and weaving from speeding traffic.

Additionally, Combahee Street deals with school drop-off and pick-up traffic. Many cars are parked in our front yards, causing hundreds of dollars of damage and unnecessary traffic as we try to enter or exit our driveways and street.

This is also the case on Camp Road where the proposed pottery studio will be located. I implore you to experience this traffic firsthand or conduct an additional traffic study.

I will provide videos for the next meeting.

### **Fire Safety - Questions**

As my husband and I are both safety professionals we have a few questions that need answers:

- What type of kiln will be in the property? Chemicals?
- What type of ventilation system? Are you aware of the noise associated with the fan for kiln ventilation?
  - If the ventilation system becomes faulty, we will have noxious gases in our air/homes.
- Will there be an automatic suppression system in place?
- Did The AHJ follow the advisory publication, NFPA 86?

### **Neighborhood Appearance and Safety**

This application claims that it meets this ordinance and others...

According to Section §153.043 of the Zoning and Land Development Regulations Ordinance (ZLDR), applications for Zoning Map Amendment (Re-zoning) may be approved only if Town Council determines that the following criteria are

met: 1. The proposed amendment is consistent with the Comprehensive Plan and the stated purposes of this Ordinance; Staff's response: In the Comprehensive Plan, the Land Use Element Goal states, "The Town of James Island will encourage the orderly and environmentally sound development of the land with special consideration to maintaining the suburban character and natural ecosystems of the area." by "implementing sustainable and flexible development guidelines and integrate development with growth to maintain the suburban character of the Town".

The applicant's letter of intent states that he intends to "fill need for the land owner of James Island to have a creative space to create art that is local, unique and passion based". Because the owner is not the owner of the property, he is not the owner of the property. While maintaining the suburban character of the area, the applicant is not the owner of the property. The applicant is not the owner of the property. The applicant is not the owner of the property. The applicant is not the owner of the property.

Our response is two-fold:

1. You can not maintain "suburban character" while also having a parking lot for customers in your front, side and back yard in a residential area.
2. Pluff Mud Pottery located at 1411 Holly Road is an existing full-service paint-your-own pottery studio in James Island, SC. The owner's description is eerily similar to the one of the proposed studio, "We are a creative space where artists (and non-artists) of all ages and skill levels can unwind and get crafty."

ARTICLE: [Meet Sarah Bradbury of Pluff Mud Pottery - Voyage South Carolina Magazine \(southcarolinavoyager.com\)](http://southcarolinavoyager.com)

The key difference between the two studios is one is owned by existing residents of our neighborhood and their studio is in a commercial area. And the other, the applicant, has zero idea based on his responses what this really would look like for his soon-to-be neighbors.

The fact that the town council will continue to entertain this development after even one fervent opposition letter from an existing resident with concerns is deplorable. That is why I fully intend to go door to door and alert my neighbors of this potential extreme change to our lovely neighborhood.

Best,

Robin & Jace Guerin

1733 Combahee Street

## **Public Works Report for Town Council Meeting October 17, 2024**

### **Woodhaven Project: IPW Contractor**

- The Fence replacement has been completed, all that is left is replacing the sod at Cornerstone court and project will be complete.

### **Oceanview Project: Landscape Pavers Contractor**

- The work for the change order to pipe the ditches was approved by DOT and work has begun.
- We will be monitoring the progress closely, as we have a tight timeline for this to be completed.

### **MELLICHAMP/HALE PROJECT: J EVANS SERVICES CONTRACTOR**

- Project has been started and running smoothly
- ECD for completion is the week of 10/18/2024

### **CECIL CIRCLE PROJECT:**

- Engineering drawings are complete, so we are moving ahead with the Cicil Circle project to replace the broken pipe and create an outfall in the existing drainage ditch.
- Currently are working with Hunter Quinn Contractors to gain an easement on one of their lots to help with the construction.

### **General Information:**

- Melissa and I are continuing to answer citizen calls and requests
- Still trying to coordinate with DOT to get Mikell Drive dried up and flowing at the "Lake" in front of the school
- The new home for Helping Hands is here and ready for use
- Currently working the plans for our AmeriCorps Crew that will be arriving in early November
- We are working with Wendy Shelton on trying to procure funding for some of the projects we would like to accomplish through some grants that may be available to us.

## PURCHASE & SALE AGREEMENT

**THIS PURCHASE & SALE AGREEMENT** (this “*Agreement*”), dated as of \_\_\_\_\_, 2024 (“*Effective Date*”), is entered by and between **Mill Point, LLC**, a South Carolina limited liability company (“*Seller*”) and **The Town of James Island**, (“*Buyer*”). Seller and Buyer are sometimes collectively referred to as the “parties” or singularly as a “party.”

In consideration of the mutual promises and covenants herein contained, and intending to be legally bound, the parties to this Agreement hereby agree as follows:

1. Purchase and Sale of Property. Seller, in consideration of the purchase price set forth below, hereby agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, upon the terms and subject to the conditions contained in this Agreement, the following (collectively “*Property*”):

a. Those certain parcels of real property located at 1259 Mill Pt. Rd., James Island, Charleston County, SC bearing Charleston County TMS No. 428-01-00-048 shown as Lots A and B on plat recorded at the Charleston County ROD Office in Book Y, Page 041; bearing Charleston County TMS No. 427-03-00-028 shown as 2.3Ac Tract B on plat recorded in the Charleston County ROD Office in Book V, Page 79 (collectively “*Real Property*”); and

b. All rights, privileges and easements appurtenant to the Property including, but not limited to, all mineral rights, development rights, air rights and water rights relating to the Property, and any other easements, rights-of-way or appurtenances existing for the beneficial use and enjoyment of the Property, and any land lying in the bed of any street, road or avenue opened or proposed, public or private, in front of or adjoining the Property and any award made or to be made in lieu thereof, any unpaid award for damage to any portion of the Property by reason of change of grade of any street, and any strips and gores adjoining or adjacent to any portion of the Property (“*Appurtenances*”); and

c. All improvements located and permanently attached on the Property including but not limited to any buildings or other structures and any facilities used to provide utility or other services thereto (“*Improvements*”) and

d. A perpetual non-exclusive easement and right of way for ingress and egress to access the Property to and from Sea Aire Dr., James Island, SC, a publicly maintained and dedicated road (“*Easement*”)

2. Personal Property. Seller also agrees to convey to Buyer, at no additional cost, all of the general intangibles, contract rights, surveys, inspection reports, engineering, environmental and wetlands studies, soil tests, designs, plans, specifications, schematic drawings, construction drawings, blueprints and engineering data, licenses, permits, approvals, zoning approvals, building permits, guaranties, warranties and similar rights relating to the Property or to the construction or renovation of any of the Improvements (“*Personal Property*”). The Personal Property shall be conveyed to Buyer by bill of sale containing a general warranty of title.

3. Purchase Price. Buyer agrees to pay the full purchase price of Two Million Seven Hundred Seventy-Five Thousand and 00/100 Dollars (\$2,775,000.00) for the Property, as follows:

a. Thirty-Six Thousand Two Hundred Eighty Four and 00/100 Dollars (\$36,284.00) (“*Earnest Money*”) by wire transfer, to Clement Rivers LLP (“*Escrow Agent*”) within five (5) business days following Buyer’s receipt from Seller of a fully executed counterpart of this Agreement in the form of the Escrow Agreement attached hereto as Exhibit A. The Earnest Money shall be applied to the Closing Payment as set forth below.

b. The balance of the purchase price shall be paid to Seller at Closing in cash or by wire transfer of \$375,000.00 ("Closing Payment") plus all Buyer's Closing costs, with the balance of the Purchase Price paid through a Promissory Note ("Promissory Note") in the amount of \$2,400,000.00 at a rate of four (4%) interest in favor of Seller secured by a First Priority Mortgage ("Mortgage") on the Property, subject to disbursement as set forth in Section 4 of this Agreement, and more fully outlined as follows:

Closing Payment:	\$375,000.00	Due at Closing
1 <sup>st</sup> Installment Payment:	\$600,000.00 plus interest	Due (1) year after Closing
2 <sup>nd</sup> Installment Payment:	\$600,000.00 plus interest	Due (2) years after Closing
3 <sup>rd</sup> Installment Payment:	\$600,000.00 plus interest	Due (3) years after Closing
4 <sup>th</sup> Installment Payment:	\$600,000.00 plus interest	Due (4) years after Closing

c. The Earnest Money shall be held in escrow pursuant to a separate Escrow Agreement to be entered into by and between the parties and Escrow Agent.

4. Closing.

a. The closing of the sale of the Property (the "**Closing**") shall be held at the offices of Buyer's attorney, on December 10, 2024 ("**Closing Date**") or sooner by the mutual agreement of the parties.

b. At Closing, Seller shall execute all appropriate documents and deliver such documents to Buyer's attorney who will act as closing attorney to hold said documents until disbursement. No funds will be disbursed at Closing until Buyer's attorney has recorded the deed and verified that there are no intervening encumbrances prior to recording of the deed. Buyer shall be entitled to full possession of the Property at Closing.

c. If Buyer is unable to obtain property insurance coverage on the Improvements due to the approach of a named storm immediately prior to Closing, the Closing shall be extended for up to ten (10) business days to the extent necessary to allow Buyer to obtain such coverage provided Buyer has otherwise complied with all requirements for the issuance of such coverage.

5. Closing Costs. Closing costs shall be paid as follows:

a. Seller shall provide or pay for preparation of the deed, the deed recording fee assessed pursuant to S.C. Code Section 12-24-10, fees for recording of lien satisfactions, property taxes and assessments to the day of Closing, and any roll-back taxes assessed with respect to the Property (whether pursuant to S.C. Code Section 12-43-220 or any similar provision of law) for any period prior to the Closing, regardless of whether such roll-back taxes are levied before or after Closing.

b. Buyer shall pay for any inspections, appraisals, title examinations and surveys of the Property obtained or to be obtained by Buyer, the fee to record and preparation of the deed and all expenses related to any financing Buyer may obtain to purchase the Property, including but not limited a lender's title insurance policy in favor of Seller for the Mortgage outlined in section 3b.

6. Prorations. The amount payable at Closing shall be adjusted by the apportionment as of midnight preceding the Closing, in accordance with the custom prevailing in the county or other taxing district in which the Property is situated, of any real estate taxes (except roll-back taxes assessed for any period prior to Closing, which shall be paid by Seller), user fees, storm water fees, special assessments, rents, utility charges and the like. Annual assessments shall be apportioned using 365 days. Monthly assessments shall be apportioned using the number of days in the month of Closing. If the Closing precedes the date of issuance of property tax



bills, the property taxes shall be prorated based upon a reasonable estimate and the parties shall enter an agreement providing for adjustment of any difference upon issuance of the property tax bills.

7. Conveyance of Title. Seller shall convey and Buyer shall accept marketable and insurable fee simple title to the Property by limited warranty deed, free from all liens and encumbrances, except matters listed as exceptions to the commitment to insure title to the Property obtained by Buyer pursuant to Section 9 of this Agreement including any matters that the title insurer agrees to insure against but not including any matters cured by Seller pursuant to Section 9 of this Agreement. Additionally, Buyer shall execute a Mortgage in favor of Seller for the balance of the Purchase Price that remains unpaid after Closing pursuant to Section 3b above. Seller's Mortgage shall constitute a first priority lien, subject to any exceptions to title on the commitment to insure title, on the Property and the Closing shall be contingent on Buyer's execution of the Promissory Note and Mortgage. Buyer's closing attorney shall deliver a lender's title insurance policy in the amount of the Promissory Note insuring the Mortgage's first lien position on the Property within thirty days after Closing naming the Seller as the insured lender.

a. Seller agrees to execute and deliver at Closing a title affidavit and additional documents or instruments reasonably required by Buyer's title insurance company, a current tax compliance certificate issued by the South Carolina Department of Revenue, a Seller's Affidavit pursuant to S.C. Code §12-8-580 (Nonresident Seller Withholding), a FIRPTA certification pursuant to Section 1445 of the United States Internal Revenue Code ("**IRC**"), a resolution authorizing entering into this Agreement, a certificate of incumbency setting forth the members, officers and operating agreement of Seller and a certification of Seller's tax identification number as required pursuant to the IRC. Seller further agrees to obtain and deliver to Buyer at closing an opinion of Seller's counsel as to the existence, good standing and authority of Seller to execute the deed and other closing documents, and to otherwise consummate the transactions contemplated by this Agreement.

b. Seller agrees not to voluntarily convey an interest in, create an encumbrance against or grant an easement or right of way across the Property during the term of this Agreement without Buyer's prior written consent, which consent shall not be unreasonably withheld.

c. Notwithstanding the requirement set forth above that Seller execute a limited warranty deed, including all mineral rights, development rights, air rights, water rights, and any other easements, rights of way, or appurtenances existing for the beneficial enjoyment and use of the land and any portion of the property lying in the bed of any street, road, or avenue whether open or proposed, public or private, in front of or adjoining the land. If Buyer so requests, Seller also agrees to execute and deliver a quit-claim deed attaching a current survey of the Property as an exhibit and the legal description of the Property as shown on a current survey obtained by Buyer.

d. The deed shall contain a restriction that the Property shall only be used as a public park or a facility to hold public meetings and/or events except the type of use may be changed by the written mutual consent of Buyer and Seller, their heirs, successors or assigns, and shall contain a Buffer as set forth more fully in Section 35 of this Agreement. The deed restriction shall also provide that the Seller, its successors and assigns, and Robert E. Welch, Jr., his heirs, successors and assigns, shall have the right to enforce the deed restrictions.

8. Information from Seller. Seller agrees to deliver to Buyer, within ten (10) business days following the date of this Agreement, copies of any of the following documents or information respecting the Property, currently in the possession of Seller and readily available to Seller:

a. any plats or surveys depicting the Property;

b. any title insurance policies or certificates of title with copies of any instruments listed as exceptions or encumbrances and any unrecorded agreements creating any right, license or easement affecting the Property;



- c. any written contracts and summaries of any oral contracts which are currently in effect and relate to the Property or any of the Personal Property;
- d. any permits, approvals and licenses relating to ownership, use and operation of the Property or any of the Personal Property;
- e. any third party agreements and any governmental permits, approvals, licenses or authorizations (and any related correspondence or applications) relating to any proposed development of the Property;
- f. any third party engineering, environmental, geotechnical, wetlands, wildlife or archeological studies and any similar information respecting the Property;
- g. any existing or proposed development or site plans;
- h. any plans, specifications, warranties or indemnity agreements;
- i. certificates of insurance evidencing current premises liability coverage;
- j. a list identifying any litigation currently pending or threatened against Seller and arising out of Seller's ownership or operation of the Property;
- k. any Voluntary Clean Up Contracts with the South Carolina Department of Health and Environmental Control ("**DHEC**") and any Covenant Not to Sue, release, permit or similar instrument issued by DHEC, the United States Environmental Protection Agency ("**EPA**") or any other governmental authority releasing or limiting liability for any violation of environmental laws or other hazardous condition existing on the Property or on any adjacent properties that effects the Property ("**Environmental Agreements**"), and any reports, certificates, approvals, management plans, restrictions and other documents delivered in connection therewith;
- l. copies of any items of the Personal Property existing in documentary form as set forth in Paragraph 2; and
- m. such other documents or information pertaining to the condition of the Property or any of the Personal Property as Buyer may reasonably request.

Seller agrees to reasonably cooperate with Buyer to procure reliance letters from each inspector granting Buyer the right to rely upon inspection reports respecting the Property provided that such cooperation does not cause Seller to incur additional expenses and shall not be deemed to constitute any representation by Seller as to the accuracy of any such reports.

9. Examination of Title by Buyer. Buyer shall procure a full examination of title to and a survey, if desired, of the Property prior to the end of the Inspection Period. If Buyer's title examination or survey indicates encumbrances to the title which Buyer determines, in its sole and absolute discretion, would interfere with Buyer's intended use of the Property or render title unmarketable or uninsurable, Buyer shall provide written notice to Seller setting forth Buyer's objections. If Seller is unable or unwilling to cure an objection, Buyer may, at its option: (i) terminate this Agreement by written notice to Seller, in which event Buyer shall receive a full refund of the Earnest Money, or (ii) accept title to the Property subject to the uncured objection. Seller and Buyer shall have the option to extend the Closing Date for up to thirty (30) days if reasonably necessary to cure an objection to the title by subsequent mutually acceptable addendum to this Agreement.

10. Inspection Period.

a. Seller hereby grants to Buyer the right to enter upon the Property until December 9, 2024 (“**Inspection Period**”), for the purpose of inspecting the Property including, but not limited to, the right to survey and to conduct above and below ground physical inspections and soil, environmental, engineering and other tests, the right to review all pertinent records or documents relating to the Property and the zoning classification and permitted uses of the Property, and the right to contact governmental authorities having jurisdiction over the Property in order to determine the availability of governmental permits and approvals that Buyer determines to be necessary or desirable for the future development and operation of the Property. If any environmental assessment indicates the need for further inspections or testing, Buyer shall have the option to extend the Inspection Period for up to thirty (30) days if reasonably necessary to complete such further inspections or testing.

b. Buyer shall have the right, in its sole and absolute discretion, to terminate this Agreement for any reason prior to the end of the Inspection Period in which event Buyer shall receive a full refund of the Earnest Money. In the event Buyer desires to terminate this Agreement, Buyer shall provide written notice to Seller prior to the end of the Inspection Period.

11. Cooperation by Seller. Seller shall reasonably cooperate with Buyer during and after the Inspection Period by providing reasonable and continued access to the Property. Seller shall reasonably cooperate with filings and applications made by Buyer to any governmental authorities having jurisdiction over the Property for permits, approvals and other authorizations pertaining to the conveyance of the Property. Buyer shall promptly provide Seller with a copy of any and all applications, permit requests, zoning changes, or other similar documentation filed with the Town of James Island or County of Charleston.

12. Buyer Contingencies. The obligations of the Buyer pursuant to this Agreement shall be contingent upon fulfillment of each of the following conditions precedent, all of which shall be satisfied or waived by Buyer prior to Closing:

a. Buyer shall have obtained financing for the purchase and development of the Property secured by a mortgage of the Property (“**Loan**”) or from the Charleston County Greenbelt Programs (“**Greenbelt Funds**”). Buyer shall apply for the Loan or Greenbelt Funds and shall use diligent efforts to satisfy the lender’s or the County’s requirements for the closing of the Loan or Greenbelt Funds prior to the Closing to the extent such requirements can reasonably be satisfied.

b. If the results of Buyer’s environmental site assessments indicate there are negative environmental conditions on the Property, DHEC or the EPA, as applicable, shall have entered into Environmental Agreements with Buyer releasing Buyer from liability for any violation of environmental laws or other hazardous condition existing on the Property or on any adjacent properties that effects the Property prior to Closing or Assignment to Buyer of all rights and protections arising from and after Closing pursuant to any Environmental Agreements, and receipt by Buyer of the following documents from DHEC, the EPA or any other party thereto: (i) written consent to the assignment of such Environmental Agreement(s) to Buyer; (ii) acknowledgement that the conveyance of the Property at Closing complies with the terms and conditions of such Environmental Agreement(s); and (iii) certification that the work to be completed by Seller or any prior owners of the Property pursuant to such Environmental Agreement(s) has been completed in compliance with the terms and conditions of such Environmental Agreement(s).

c. All contingencies of the lender and/or Charleston County Green Belt Program to closing of the loan or GreenBelt Funds that are beyond the reasonable control of Buyer such as matters relating to title insurance, survey and the environmental condition of the property, shall have been satisfied at or prior to Closing.

d. Approval of title to the Property and satisfaction of the results of all of Buyer's inspections as set forth herein.

e. Seller providing Buyer a perpetual non-exclusive easement and right of way for ingress and egress to access the Property to and from Sea Aire Dr., James Island, SC, a publicly maintained and dedicated roadway.

Buyer and Seller shall cooperate in good faith to fulfill each of the foregoing contingencies prior to the Closing Date. If any of the foregoing contingencies are not satisfied at or before the Closing Date, Buyer shall have the right to terminate this Agreement by notice to Seller in which event Buyer shall receive a refund of the Earnest Money. Buyer shall also have the option to extend the Closing Date for up to thirty (30) days to the extent reasonably necessary to satisfy any contingencies that are not satisfied prior to the Closing Date.

13. Representations and Warranties by Seller. Seller hereby represents and warrants to Buyer the following, all such representations and warranties to be true and correct as of both the date of this Agreement and as of Closing. Seller reserves the right to notify Buyer of any change in condition with respect to the items below that occurs or of which Seller becomes aware between the dated of this Agreement and Closing. Seller shall notify Buyer within twenty-four (24) hours, both verbally and in accordance with Paragraph 25, in the event it discovers a change in conditions of the following representations and warranties:

a. Seller has been duly organized, is validly existing and in good standing under the laws of the State of South Carolina. Seller has full power and authority to enter into this Agreement and the other documents to be executed by Seller pursuant to this Agreement and otherwise consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement have been, and the documents to be executed by it pursuant to this Agreement shall be, duly and validly authorized by all necessary corporate or organizational action and no other actions or proceedings on the part of Seller are necessary to authorize this Agreement and the transactions contemplated hereby and thereby. This Agreement constitutes, and the documents to be executed by Seller pursuant to this Agreement when executed will constitute, legal, valid and binding obligations of Seller.

b. The execution and delivery by Seller of, and the performance by Seller of its obligations under, this Agreement do not and will not contravene, or constitute a default under, any provision of applicable law or regulation, Seller's organizational documents or any contract, agreement, judgment, injunction, order, decree or other instrument binding upon Seller, or result in the creation of any encumbrance on the Property or any of the Personal Property. There are no outstanding agreements (written or oral) pursuant to which Seller (or any predecessor to or representative or affiliate of Seller) has agreed to sell or has granted an option or right of first refusal to purchase the Property or any part thereof.

c. Seller has no actual knowledge of any action, suit or proceeding pending or threatened against Seller or the Property which, if adversely determined, would have a material adverse effect on the Property or which challenges or impairs the ability of Seller to execute or deliver, or perform its obligations under, this Agreement and the documents executed by it pursuant to this Agreement or to consummate the transactions contemplated herein.

d. Seller has received no notice of, or applied for, any request, application or proceeding to alter or restrict the zoning or other use restrictions affecting the Property.

e. Seller has received no notice of any building, fire or safety code violations or any other violations of applicable law issued in respect of the Property which have not been corrected.

f. Seller has received no notice of any violation of environmental laws, rules or regulations on the Property, or the presence of any underground storage tanks or environmentally regulated substances on the

Property and there are no matters concerning the property that would give rise to a violation of any Federal or State environmental law including but not limited to CERCLA or RCRA.

g. Seller has received no notice of any pending or threatened condemnation or similar proceeding or assessment affecting the Property nor, to Seller's knowledge, is any such proceeding or assessment contemplated by any governmental authority.

h. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Code.

i. There are no tenancies, leases, or other occupancies affecting the Property, or claims to an interest in the Property, and no other party is entitled to possession of the Property or any portion thereof.

j. Any information delivered by Seller to Buyer pursuant this Agreement will be true and accurate in all material respects at Closing and the information set forth in a manner that is not materially misleading.

14. Representations and Warranties by Buyer. Buyer hereby represents and warrants to Seller the following, all such representations and warranties to be true and correct as of both the date of this Agreement and as of Closing:

a. Buyer has been duly organized, is validly existing and in good standing under the laws of the State of South Carolina. Buyer has full power and authority to enter into this Agreement and the other documents to be executed by Buyer pursuant to this Agreement and otherwise consummate the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement have been, and the documents to be executed by it pursuant to this Agreement shall be, duly and validly authorized by all necessary corporate or organizational action and no other actions or proceedings on the part of Buyer are necessary to authorize this Agreement and the transactions contemplated hereby and thereby. This Agreement constitutes, and the documents to be executed by Buyer pursuant to this Agreement when executed will constitute, legal, valid and binding obligations of Buyer.

b. The execution and delivery by Buyer of, and the performance by Buyer of its obligations under, this Agreement do not and will not contravene, or constitute a default under, any provision of applicable law or regulation, Buyer's organizational documents or any contract, agreement, judgment, injunction, order, decree or other instrument binding upon Buyer.

15. Risk of Loss. The Property shall be conveyed to Buyer in substantially the same condition as it is on the date of this Agreement, reasonable wear and tear excepted. Seller shall bear the risk of loss or damage to any Improvements by fire or other casualty until Closing. In case of such loss or damage, Seller shall have the option of restoring the Improvements to their present condition within forty-five (45) days after the Closing date specified herein, with the Closing to be extended accordingly. If the Improvements are not or cannot be restored within said period:

a. Seller shall provide written notice to Buyer, within five (5) business days following any such occurrence, accompanied by a copy of: (i) any insurance policy covering such loss or damage and any communication or other documentation received by Seller with respect thereto; (ii) any claim or action initiated by Seller as a result of such loss or damage and any communication or other documentation received by Seller with respect thereto; and (iii) any estimates received by Seller pertaining to the time period and cost for repair or reconstruction of the Improvements; and

b. Buyer shall have the option to either: (i) proceed to Closing in which event Seller shall assign to Buyer all right, title and interest of Seller in any insurance proceeds, damages, claims, causes of action and any other rights of Seller arising out of such loss or damage to the Improvements and shall assist and cooperate with

Buyer in the prosecution of any such claim or exercise of any such rights; or (ii) terminate this Agreement by written notice to Seller and receive return of its Earnest Money.

16. Condemnation. If, prior to Closing, all or any portion of the Property shall be taken by eminent domain or if Seller receives any notice of a proposed taking of all or any portion of the Property by eminent domain:

a. Seller shall provide written notice to Buyer, within five (5) business days following any such occurrence, accompanied by a copy of: (i) any communication or other documentation received by Seller from the condemning authority with respect to any such taking; (ii) any claim or action initiated by Seller as a result of any such taking and any communication or other documentation received by Seller with respect thereto; and (iii) any estimates received by Seller pertaining to the time period and cost for repair or reconstruction of any remaining improvements to the Property in the event of a partial taking; and

b. Buyer shall have the option to either: (i) proceed to Closing in which event Seller shall assign to Buyer any award or settlement made or to be made in the condemnation proceedings, and any damages, claims, causes of action and any other rights of Seller arising out of or in connection with any such taking, and Seller shall assist and cooperate with Buyer in the prosecution of any such claim or exercise of any such rights; or (ii) terminate this Agreement by written notice to Seller.

17. Default.

a. If Buyer defaults in the performance of Buyer's obligations pursuant to this Agreement, Seller shall have the right to terminate this Agreement by written notice to Buyer in which event Seller shall be entitled, as its sole and exclusive remedy, to retain the Earnest Money as full liquidated damages for such breach. Buyer and Seller acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller due to Buyer's default and hereby agree that Seller's retention of the Earnest Money is intended not as a penalty, but as full liquidated damages for such loss. Buyer authorizes Seller to place the Property back on the market upon termination of this Agreement and releases any claim Buyer may have against the Property.

b. If Seller defaults in the performance of Seller's obligations pursuant to this Agreement, Buyer may either: (i) seek specific performance of this Agreement; or (ii) terminate this Agreement by written notice to Seller in which event Buyer shall receive a full refund of the Earnest Money and Seller shall reimburse Buyer for all costs, expenses and attorney's fees incurred by Buyer to examine title, survey and conduct inspections of the Property within ten (10) days following Buyer's notice of termination.

18. Brokers. The parties each represent and warrant that they have not dealt with any broker or real estate sales agent in connection with the Property. This Agreement is consummated by each party in reliance on the representation of the other that no broker or agent was granted an exclusive listing or, in any way was a procuring cause of this transaction. Each party hereby agrees to indemnify, defend and hold harmless the other against the claim of any broker or agent for a commission due by reason of having dealt with the indemnifying party.

19. Fees and Expenses. Each of the parties shall bear their own expenses in connection with the negotiation of this Agreement, the satisfaction of the conditions precedent and the consummation of the transactions contemplated hereby, including without limitation the fees and expenses of their respective attorneys, accountants and consultants, except as otherwise specifically provided herein.

20. Further Assurances. After closing, each party agrees, at the reasonable request of the other and without further cost or expense to the other, to prepare, execute and deliver to the other further instruments of conveyance or transfer, and to take such other actions as may be necessary or desirable to consummate the transactions contemplated by this Agreement.



21. Performance Deadlines. Should any final date for performance of an obligation hereunder fall on a Saturday, Sunday or legal holiday, the performance of such obligation shall be deemed timely if performed on the first business day following such Saturday, Sunday or legal holiday.

22. Force Majeure. If either party shall be delayed, hindered or prevented from the performance of any act by reason of any governmental restriction, civil commotion, war, terrorism, insurrection, sabotage, military or usurped power, scarcity of labor or materials, strike, lock-out, fire, earthquake, hurricane or other natural disaster, or any other event beyond its control, the period for the performance of any such act or the giving of any such notice shall be extended for the period necessary to complete performance or delivery in a diligent manner following the end of the period of such delay.

23. Assignment. Buyer may assign this Agreement to an affiliated entity to be formed for the purpose of holding title to the Property. Buyer agrees to deliver a copy of any such assignment to Seller and Seller hereby consents to such an assignment.

24. Entire Agreement. This Agreement, including any attachments and any documents incorporated by reference, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. No modification of this Agreement shall be binding upon a party unless in writing and signed by the party against whom enforcement is sought.

25. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and directed to a party at its address as set forth below. A party may designate a new address by written notice to the other party. All notices shall be effective and deemed delivered: (i) upon transmission when sent on a business day prior to 5:00PM via email or facsimile with written confirmation of successful transmission, provided such notice is also sent postage prepaid by United States first class mail not later than the next business day; or (ii) upon deposit with the carrier when sent via an overnight delivery or courier service providing written confirmation of delivery. Each party agrees that its attorney shall be authorized to deliver notices on its behalf, and each party agrees to accept notice from the other party's attorney in the same manner as if the other party had given such notice. Notice by other methods, such as e-mail transmission, shall be valid only if receipt is acknowledged in writing by the receiving party.

If to Seller:

Mill Point, LLC  
1362 Stone Post Rd.  
Charleston, SC 29412  
Attn: Rod Welch  
Facsimile:  
Email: pirate@sciway.net

With a copy by facsimile to:

Jacob S. Barker, Esq.  
Graybill Lansche & Vinzani LLC  
2721 Devine Street  
Columbia, SC 29205  
Facsimile: (803) 404-5701  
Email: jbarker@glvlawfirm.com

If to Buyer:

The Town of James Island  
Attn: Mayor Brook Lyon  
James Island, SC 29412  
1122 Dills Bluff Rd.  
James Island, SC 29412  
Facsimile: (843) 795-4878  
Email: blyon@jamesislandsc.us

With a copy by facsimile to:

W. Siau Barr, Jr.  
Brian L. Quisenberry  
Clement Rivers, LLP  
25 Calhoun Street, Suite 400  
Charleston, SC 29401  
Facsimile: (843) 579-1307  
sbarr@ycrlaw.com  
bquisenberry@ycrlaw.com

26. No Agency or Partnership. The parties shall not in any way or for any purpose be deemed to be or become partners, joint venturers, agents, employees or employers with respect to each other by virtue of this Agreement or for purposes thereof. Neither party shall be responsible for supervising any activities or conduct of the other party, its agents or employees.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties intend that facsimile and scanned signatures shall constitute original signatures and that a facsimile or scanned copy of this Agreement or any document to be executed and delivered pursuant to this Agreement, containing the signature of each party shall be binding upon the parties hereto. Notwithstanding the foregoing, the parties agree to exchange documents containing original signatures promptly following execution, if requested.

28. Construction of Ambiguity. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved using any presumption against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed and negotiated by the parties and their counsel and, in the case of any ambiguity or uncertainty, shall be construed according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto, and not against the party who drafted or had its counsel draft this Agreement or any section herein.

29. Severability. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.

30. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their successors and assigns.

31. Third Party Beneficiaries. Nothing contained in this Agreement shall be construed so as to confer upon any third party the rights of a third-party beneficiary.

32. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina and the parties hereto specifically agree to submit to and be bound by the jurisdiction of the courts of the State of South Carolina. Venue for any action brought to enforce or interpret this Agreement shall lie in the Charleston County Court of Common Pleas.

33. Attorneys' Fees. In the event that any party shall bring an action to enforce or interpret the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action shall be entitled to court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court having jurisdiction over the matter, including, but not limited to, attorneys' fees and costs incurred in courts of original jurisdiction, bankruptcy courts, or appellate courts, and in the enforcement or collection of an award or judgment.

34. Signature by Representatives. Any individual executing this Agreement on behalf of a corporation, limited liability company, partnership, limited partnership, trust, estate or in any other representative capacity: (i) represents and warrants that he or she has been duly authorized to execute and deliver this Agreement as a representative of the party for whom such individual is acting, and that such party has the power and authority to enter into and perform its obligations pursuant to this Agreement; and (ii) agrees to deliver to the other party or parties, upon request, appropriate evidence of the existence, power and authority of the party for whom such individual is acting.

35. Buffer. Buyer shall maintain a fifty (50) foot buffer along the western property line of the property commonly known as 1259 Mill Point Rd., bearing TMS No. 428-01-00-048 and the property known as 1265 Mill Point Rd., bearing TMS No. 428-01-00-049. The buffer shall consist of vegetation that is the same or similar to the vegetation currently present at the location. Buyer, its successors and assigns, shall have the right to maintain, clear underbrush, clear fallen trees and mow any grass within the Buffer. The provisions of this Paragraph 35 shall survive Closing.

36. Waiver of Jury Trial. BUYER AND SELLER EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF BUYER AND SELLER HEREUNDER, ANY CLAIM OF INJURY OR DAMAGE, AND/OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) AND/OR ACTIONS OF ANY PARTY WITH RESPECT THERETO. THIS WAIVER EXTENDS WITHOUT LIMITATION TO ALL CLAIMS, DEFENSES, AFFIRMATIVE DEFENSES AND/OR COUNTERCLAIMS EACH PARTY MAY HAVE AND/OR BE ABLE TO ASSERT (COLLECTIVELY, THE "CLAIMS"). ALL PARTIES HEREBY CONSENT TO THE WAIVER OF A JURY TRIAL AND HEREBY WAIVES THE RIGHT TO WITHDRAW SUCH CONSENT IN THE FUTURE. THE PROVISIONS OF THIS SECTION 36 ARE A MATERIAL INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT. THIS WAIVER IS INTENTIONALLY, KNOWINGLY AND VOLUNTARILY MADE, AND BUYER AND SELLER, EACH ACKNOWLEDGE THAT EACH HAVE READ AND UNDERSTAND THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION AND THAT EACH HAVE HAD FAIR OPPORTUNITY TO REVIEW THIS WAIVER WITH ITS LEGAL COUNSEL.

IN WITNESS WHEREOF, the parties hereto have executed, or caused their authorized representatives to execute, this Agreement as of the date first above written.

Signed, sealed and delivered in  
the presence of:

BUYER:  
Town of James Island

\_\_\_\_\_  
*Witness as to Buyer*

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

SELLER:  
Mill Point, LLC

Gwendolyn Anne Welch  
*Witness as to Seller*

Robert E. Welch, Jr.  
By:  
Its: OWNER



## EXHIBIT A

### ESCROW AGREEMENT

**THIS ESCROW AGREEMENT** (this “*Agreement*”), dated as of \_\_\_\_\_, 2024, is made and entered into by and among Mill Point, LLC, a South Carolina limited liability company, (“*Seller*”), The Town of James Island, (“*Buyer*”), and Clement Rivers, LLP, a South Carolina limited liability partnership in its capacity as escrow agent (“*Escrow Agent*”). Seller, Buyer and Escrow Agent are sometimes collectively referred to as the “parties” or singularly as a “party.”

**WHEREAS**, Seller and Buyer have entered into a Purchase & Sale Agreement dated as of \_\_\_\_\_, 2024 (“*Purchase Agreement*”) pursuant to which Seller has agreed to sell and Buyer has agreed to purchase the property located at 1259 Mill Point Rd. James Island, South Carolina and the adjacent marsh along with an access easement to a public road (“*Premises*”); and

**WHEREAS**, Buyer has agreed to deposit the Earnest Money, as defined in Section 3.a. of the Purchase Agreement (“*Escrow Funds*”), in escrow pursuant to Section 3.a. of the Purchase Agreement in the amount of Thirty Six Thousand Two Hundred Eighty Four and 00/100 Dollars (\$36,284.00); and

**WHEREAS**, Seller and Buyer have requested that Escrow Agent hold and disburse the Escrow Funds in accordance with the terms and conditions set forth herein, and Escrow Agent has agreed to act as Escrow Agent upon the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby covenant, stipulate and agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, the defined terms in the Purchase Agreement shall have the same meanings when used herein.
2. **Escrow Agent.** Escrow Agent is hereby authorized and directed to hold and deliver the Escrow Funds in accordance with the terms of this Agreement. Escrow Agent shall have no obligation to hold any Escrow Funds until such funds are delivered to Escrow Agent in accordance with the terms of this Agreement. Escrow Agent may act upon any instrument or other writing believed by Escrow Agent, in good faith, to be genuine and to be signed and presented by the proper person, and shall not be liable in connection with the performance of any duties imposed upon Escrow Agent hereunder except for Escrow Agent’s misconduct. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement. Upon disbursement of the Escrow Funds as set forth herein, Escrow Agent shall be released and discharged from all claims and obligations under this Agreement.
3. **Escrow Account.** Escrow Agent shall hold the Escrow Funds in a client funds trust account at ServisFirst Bank. Buyer and Seller acknowledge that no interest will be paid on Escrow Funds held in a client funds trust account. Buyer may request that Escrow Agent hold the Escrow Funds in one or more money market accounts maintained by ServisFirst Bank or another state or nationally licensed bank or banking association, as designated by Buyer. Any such account shall be established in the name of Escrow Agent as escrow agent for Buyer using Buyer’s federal tax identification number. Interest earned on the Escrow Funds shall be credited or disbursed in the same manner as the Escrow Funds. Buyer shall deliver to Escrow Agent simultaneously with any such request a properly completed IRS Form W-9 certifying Buyer’s federal taxpayer identification number for purposes of reporting interest on the Escrow Funds to

the relevant tax authorities. Escrow Agent shall close the account promptly following full disbursement of the Escrow Funds and any remaining interest earned on the Escrow Funds shall be paid to Buyer.

4. Disbursement.

a. The Escrow Funds shall be credited against the Purchase Price at Closing or disbursed as expressly provided in the Purchase Agreement.

b. Any request for disbursement of Escrow Funds shall be made by delivery of a written request to Escrow Agent and the other party, citing the basis for the request and accompanied by the documentation, if any, required pursuant to the Purchase Agreement. If the other party has not delivered written notice to Escrow Agent setting forth its objection to a request for disbursement of Escrow Funds, specifying in detail the basis for such objection, within five (5) business days following delivery of the request, Escrow Agent may disburse the Escrow Funds to the party requesting the disbursement. Any request for disbursement of Escrow Funds shall be submitted within ten (10) business days following termination of the Purchase Agreement.

c. If Escrow Agent receives notice of any objection to disbursement of the Escrow Funds or if Escrow Agent determines, in its sole and absolute discretion, that there is any ambiguity respecting the obligations of Escrow Agent with respect to the Escrow Funds, Escrow Agent may continue to hold the Escrow Funds until such time as Escrow Agent receives joint written instructions from the parties, or a final and non-appellable order of a court of competent jurisdiction, directing disbursement of the Escrow Funds.

5. Notices Respecting the Purchase Agreement. Escrow Agent shall not be bound by any modification, amendment, termination or rescission of the Purchase Agreement by Seller or Buyer unless and until Seller and Buyer shall have informed Escrow Agent of the modification, amendment, termination or rescission; and if any modification or amendment affects the duties of Escrow Agent, Escrow Agent shall not be bound by any such modification or amendment unless and until Escrow Agent shall have given Seller and Buyer written notice of Escrow Agent's consent to the modification or amendment.

6. Interpleader. If Escrow Agent is uncertain as to its rights or duties hereunder, or receives instruction from any party that, in Escrow Agent's opinion, is in conflict with any of the provisions of this Agreement, or if any dispute arises with respect to any of the Escrow Funds or the administration of the Escrow Funds, then in any such event, Escrow Agent may, at its option, elect to terminate its duties as Escrow Agent, and may deposit any Escrow Funds held hereunder into a court of competent jurisdiction and institute an action for interpleader, the costs and legal expenses thereof to be borne by the party so ordered by such court, and Escrow Agent shall thereafter be free from any further liability with respect to the Escrow Funds.

7. Indemnity of Escrow Agent. The parties acknowledge that Escrow Agent is acting as an escrow agent at their request and solely for their convenience. Escrow Agent shall not be deemed to be the agent of either party. Escrow Agent shall not be responsible or liable to any party hereto or any other person for any act or omission of any kind or nature except for Escrow Agent's misconduct. To the extent allowable by law, the parties agree to jointly and severally indemnify and hold Escrow Agent harmless from and against all liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and amounts paid in settlement of claims) incurred in connection with any claim arising out of or in connection with the performance of Escrow Agent's duties pursuant to this Agreement, excluding only those liabilities, damages, costs and expenses arising out of the misconduct of Escrow Agent. This indemnity shall survive the expiration or termination of this Agreement.

8. Resignation. Escrow Agent may resign at any time upon delivery of at least ten (10) days prior written notice to Seller and Buyer. If a successor escrow agent is not appointed within such ten (10) day period, Escrow Agent may petition a court of competent jurisdiction to name a successor.

9. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and directed to a party at its address as set forth below. A party may designate a new address by written notice to the other parties. All notices shall be effective and deemed delivered: (i) three (3) days after mailing if sent postage prepaid by United States registered or certified mail, return receipt requested; or (ii) upon deposit with the carrier when sent via an overnight delivery or courier service providing written confirmation of delivery. Each party agrees that its attorney shall be authorized to deliver and receive notices on its behalf. Notice by other methods, such as by e-mail transmission, shall be valid only if receipt is acknowledged in writing by the receiving party.

If to Seller:

Mill Point, LLC  
1362 Stone Post Rd.  
Charleston, SC 29412  
Attn: Rod Welch  
Facsimile:  
Email: pirate@sciway.net

With a copy by facsimile to:

Jacob S. Barker, Esq.  
Graybill Lansche & Vinzani LLC  
2721 Devine Street  
Columbia, SC 29205  
Facsimile: (803) 404-5701  
Email: jrbarker@glvlawfirm.com

If to Buyer:

The Town of James Island  
Attn: Mayor Brook Lyon  
James Island, SC 29412  
1122 Dills Bluff Rd.  
James Island, SC 29412  
Facsimile: (843) 795-4878  
Email: blyon@jamesislandsc.us

With a copy by facsimile to:

W. Siau Barr, Jr.  
Brian L. Quisenberry  
Clement Rivers, LLP  
25 Calhoun Street, Suite 400  
Charleston, SC 29401  
Facsimile: (843) 579-1307  
sbarr@ycrlaw.com  
bquisenberry@ycrlaw.com

If to Escrow Agent:

Clement Rivers, LLP  
25 Calhoun Street, Suite 400  
Charleston, South Carolina 29401  
Attention: W. Siau Barr, Jr.  
Facsimile: (843) 579-1394

10. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of South Carolina, and the parties hereto specifically agree to submit to and be bound by the jurisdiction of the courts, either federal or state, of the State of South Carolina. Venue for any action brought to enforce this Agreement shall lie in Charleston County, South Carolina.

11. Attorneys' Fees. If any party shall bring an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action shall be entitled to court costs and reasonable attorneys' fees to be paid by the non-prevailing party as fixed by the court or arbitration panel having jurisdiction over the matter, including, but not limited to, attorneys' fees and costs incurred in courts of original

jurisdiction, bankruptcy courts, or appellate courts, and in the enforcement or collection of an award or judgment.

12. Entire Agreement, No Waiver of Claims. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith.

13. Interpretation. No interpretation, modification, termination or waiver of any provision of, or default pursuant to, this Agreement shall be binding upon a party unless in writing and signed by the party against whom enforcement is sought. No waiver of any power, right or remedy arising hereunder shall be deemed to be a waiver of any such power, right or remedy upon the later occurrence or reoccurrence of events giving rise to such power, right or remedy. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, successors and assigns.

14. Representation of Buyer. The parties acknowledge that Escrow Agent is also representing Buyer in connection with the transactions contemplated by the Purchase Agreement, and agree that Escrow Agent shall not be disqualified from acting as Escrow Agent hereunder as a result of such representation. Escrow Agent shall not, however, be deemed to be the agent of either Seller or Buyer in the performance of its duties as Escrow Agent.

NOTICE: ESCROW AGENT SHALL NOT BE RESPONSIBLE FOR ANY PENALTIES IMPOSED BY ANY FINANCIAL INSTITUTION, OR ANY LOSS OF PRINCIPAL OR INTEREST OR ANY DELAY IN THE WITHDRAWAL OF ESCROW FUNDS OCCURRING AS A RESULT OF ANY INVESTMENT OF ESCROW FUNDS PERMITTED BY THIS AGREEMENT OR AUTHORIZED BY A PARTY PURSUANT TO THIS AGREEMENT OR THE PURCHASE AGREEMENT. NOR SHALL ESCROW AGENT BE LIABLE FOR ANY LOSS OR IMPAIRMENT OF ESCROW FUNDS WHILE THOSE FUNDS ARE IN THE COURSE OF COLLECTION OR WHILE THOSE FUNDS ARE ON DEPOSIT IN A FINANCIAL INSTITUTION IF SUCH A LOSS OR IMPAIRMENT RESULTS FROM THE FAILURE, INSOLVENCY OR SUSPENSION OF THE FINANCIAL INSTITUTION IN QUESTION. FUNDS HELD FOR A PARTY IN THIS ACCOUNT WILL BE COMBINED WITH FUNDS HELD BY OR FOR SUCH PARTY IN ANY OTHER ACCOUNT AT THE SAME FINANCIAL INSTITUTION FOR THE PURPOSE OF DETERMINING THE AMOUNT OF FUNDS COVERED BY FDIC INSURANCE.

IN WITNESS WHEREOF, the parties hereto have signed this Escrow Agreement, or caused this Escrow Agreement to be signed by a duly authorized officer, as of the day and year first above written.

**SELLER**

**BUYER**

By: Robert C. White, Jr.  
\_\_\_\_\_, its owner

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_

**Clement Rivers, LLP**

By: \_\_\_\_\_  
**W. Sian Barr, Jr., its Partner**





## HIGHLIGHTS

- Celebrated 1<sup>st</sup> Anniversary Sept. 2024
- Staffed by board-certified MDs and clinicians with special training in emergency medicine
- Services include:
  - Emergency care
  - Imaging
  - Labs



**JAMES ISLAND**  
**EMERGENCY**  
TRIDENT HEALTH



## 1<sup>st</sup> YEAR ON-SITE EVENTS

- Stop the Bleed Class
- Blood Drives
- Medication Take Back Event
- Hosted Sea Islands Chamber of Commerce



**JAMES ISLAND**  
**EMERGENCY**  
TRIDENT HEALTH





## COMMUNITY

- Partnership with James Island Youth Soccer Club
- Exploring partnership opportunities in 2025 with local schools, businesses and non-profits
- Member of the Sea Islands Chamber of Commerce



**JAMES ISLAND**  
**EMERGENCY**  
TRIDENT HEALTH



## UPCOMING

- Trident Health expansion plans include:
  - Mount Pleasant Emergency
  - Johns Island Emergency
  - Johns Island Hospital
  - Three additional freestanding ERs are planned
  - Nearly \$300M in capital investments currently dedicated to:
    - Expanding services at Trident Health's acute care hospitals
    - Expanding access to care in medically underserved communities



**JAMES ISLAND**  
**EMERGENCY**  
TRIDENT HEALTH

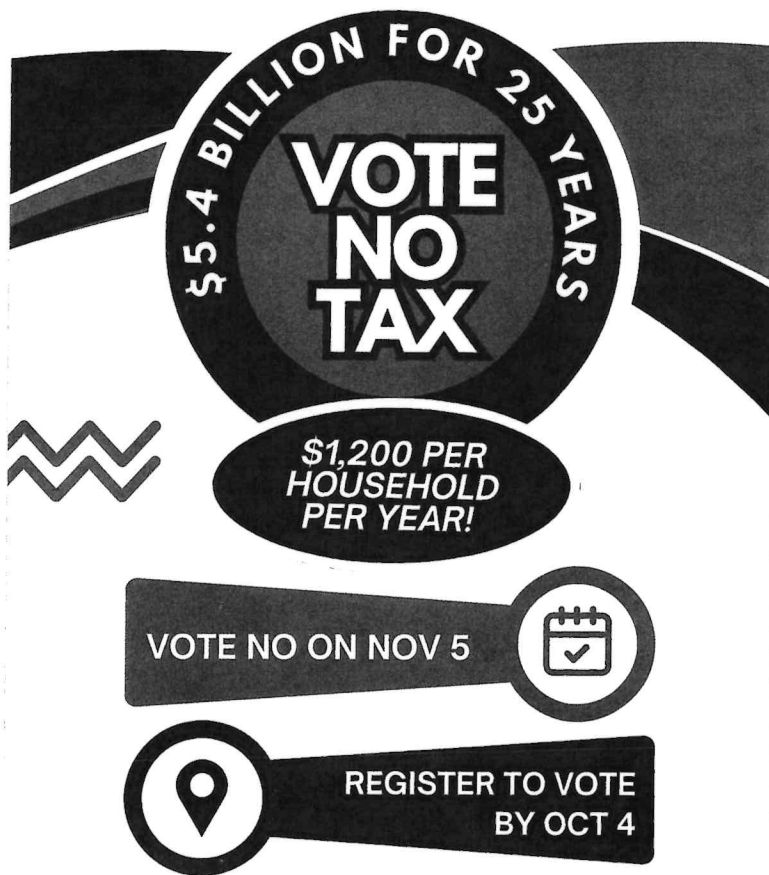


# VOTE NO TAX

DON'T BE  
FOOLED  
AGAIN

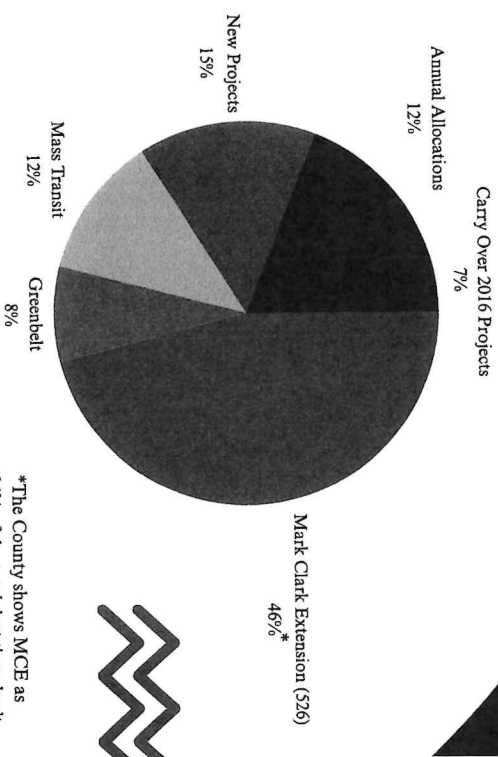


Charleston County has shown that they cannot be trusted with our money. Why would we tax ourselves again when we have not seen adequate results from the past two taxes?



PAID FOR BY A BETTER CHARLESTON COUNTY

# Where will your money go?



\*The County shows MCE as 34% of the total, but they don't take into account financing and bonds. With those included, the cost escalates to \$2.475 billion.

## Why Vote No?

- The County has not done what they said they would do in 2016 to relieve traffic congestion. We passed a sales tax that included 10 major road projects and mass transit. Only one road project has been completed in 8 years while we still sit in traffic!
- The Mark Clark Extension mega-project will consume almost half of the entire 2024 tax and lead to overdevelopment and more traffic.
- The new tax is being rushed unnecessarily. A tax approved in 2024 cannot go into effect until the 2004 tax expires, which would be 2027 at the earliest.
- The new tax reduces funding to the Charleston County Greenbelt Program and mass transit.
- Transportation projects are not listed on the ballot. The County is making promises just to get votes.