The Town of James Island held its regularly scheduled meeting on Thursday, October 15, 2026, at 7:00 p.m. at the Town of James Island, 1122 Dills Bluff Road, James Island, SC. This meeting was also live-streamed on the Town's website at: www.jamesislandsc.us/livestream-townmeetings and was held in compliance with the S.C. Freedom of Information Act and the requirements of the Town of James Island.

The following members of Council were present: Dan Boles, Lewis Dodson, Julia Drayton-Crumblin, Dr. Cynthia Mignano, Darren "Troy" Mullinax, Michael Williams, and Mayor Brook Lyon, who presided. A quorum was established to conduct business. Also present: Town Attorney, Brian Quisenberry, Town Engineer, Laura Cabiness, James Island Sheriff's Patrol, Captain Shawn James, Deputy Taryn Booth, and Town Clerk, Frances Simmons.

Mayor Lyon called the meeting to order at 7:00 p.m. She welcomed those in attendance and introduced herself and the members of Town Council. The Mayor stated that notice of the meeting had been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of James Island. She noted that the Town encourages public participation and welcomes comments before Town Council meetings. Residents wishing to address Council are limited to three (3) minutes and must sign in before speaking. Written comments may also be submitted in advance by email to info@jamesislandsc.us, by mail, or through the drop box located at Town Hall.

Opening Exercises: Councilman Dodson welcomed everyone and shared that his great-grandmother was a poet laureate in Clarksdale, Mississippi, where a statue honoring her is displayed. He recited one of her poems, which is inscribed on the statue: *"Spirit on high, come down, come in and rest thy hand upon this Town and let your love flow full and free, through human vessels just like me."* The Pledge of Allegiance followed. Mayor Lyon asked everyone to wish Councilman Dodson a Happy Birthday.

Mayor Lyon announced that the next item on the agenda was public comment. However, because several attendees were present for the proclamations, she requested a motion to amend the agenda to move proclamations to the next item. Councilman Mullinax made a motion to amend the agenda, which was seconded by Councilman Williams. There was no discussion, and the motion passed unanimously.

Proclamations and Resolutions:

Proclamation in Remembrance of Master Sergeant Scipio C. Williams, Jr. Mayor Lyon noted that the family of Master Sergeant Scipio C. Williams, Jr., was not present perhaps due to planning an event later in the week. Mayor Lyon recalled that when she and her husband first came to James Island, they were fortunate to find a brick mason named William Rivers, when they were working on their home. Over the years, they developed a close friendship with William and his family, who became like family to them.

Mayor Lyon explained that Scipio Williams was William Rivers' son-in-law and was killed in the barracks in Beirut during the terrorist bombing. Although she never had the opportunity to meet Scipio personally, she always felt a special connection to him through William and his family. She also recalled that when William passed away, she and her husband were asked to speak at his service, which she considered a great honor.

Although the Williams family was not present, Mayor Lyon stated that she would like to read the proclamation in remembrance of Master Sergeant Scipio C. Williams, Jr. The proclamation was read into the record.

Proclamation Recognizing November 12, Creuzfeldt-Jacob Disease Awareness Day: Mayor Lyon invited Tabatha Marlow forward and read the proclamation recognizing November 12 as Creutzfeldt-Jacob

Awareness Day. Mayor Lyon thanked Ms. Marlow for her efforts to raise awareness, support research, and help other families facing this devastating disease.

The proclamation was read into the record, followed by a photo session.

Proclamation Recognizing National Colonial Heritage Month: Mayor Lyon invited Jane Larion to come forward and read into the record a proclamation recognizing the Charles Town Chapter of the National Society of Colonial Dames of Charleston and designating October as National Colonial Heritage Month. Photo session followed.

Public Comment:

John Peters, 1301 Hampshire Rd. spoke about the ongoing development for the past year, reporting that he has experienced vibrations and shaking in his home, which is located diagonally across from the development. He stated that a loud boom occurred at 8:30 p.m. just the other day. He also reiterated concerns he had raised regarding the height of the homes, noting that the two-story houses can be seen through the windows from behind. He described the development as crammed and unappealing. Additionally, he expressed concerns about traffic on James Drive, explaining that the installation of speed humps on Waites has diverted traffic onto James Drive. He suggested installing a speed hump on James Drive to discourage drivers from speeding through that street.

Pagelyn Smalls, 1343 Secessionville Rd. Ms. Smalls' public comment is attached.

Nathaniel Smalls, Jr. 1343 Secessionville Rd. Mr. Smalls stated that Secessionville Road has become a speedway and requested increased law enforcement presence. He explained that when residents complain about speeding, officers typically park in the St. James parking lot for a few days and the speeding stops. However, once there are no officers there, the speeding continues. The speeding occurs along the stretch of Secessionville Road from Fort Johnson Road to the first turn at Westchester and has witnessed drivers passing one another before reaching the curve.

Mr. Smalls also raised concerns about the size of the Roundabout at Fort Johnson and Camp Roads. As a taxpayer, he questioned whether the design had a plan for school buses and larger vehicles. He noted that it appears to be one of the smallest on James Island. School buses cannot navigate the turnaround. He does not want to see tax dollars wasted and asked Council to please look into this.

Johnny Davis, 974 Honey Hill Road: Mayor Lyon read into the record the comment submitted by Mr. Davis via email. A copy is attached.

Consent Agenda

Minutes of Town Council Meeting: September 17, 2026: Mayor Lyon called for a motion to approve the meeting minutes from the September 17, 2026, Town Council meeting and a second for discussion. The motion was made by Councilman Dodson, seconded by Councilwoman Drayton-Crumblin. No discussion. Passed unanimously.

Information Reports:

Mayor's Report:
Update on the Art and Community Center: Mayor Lyon reported that the underground electric and plumbing has been installed and slabs will be poured next week.

Building Department Update: Since inception on May 1, a total of 531 building applications; 379 active. Mayor Lyon complimented Safebuilt, Melissa Flick, Kristen Crane, and Laura Cabiness for doing a great job. The citizens and contractors are pleased as everything is going well.

Update on Dills Bluff Sidewalk Project: is scheduled to be completed in a few months. She realize that we are still having traffic issues heading up/down Dills Bluff, but this will end soon with a nice sidewalk for that section to connect our island.

New Art Exhibit: a new art exhibit is featured in the Town Hall lobby. She encouraged everyone to stop by to see it when the office is open. She complimented the artist on his unique style.

Native Plant Garden: a native plant garden was installed at the Town Hall this week.

Upcoming Events:

Charleston Horticultural Society/Mayors Roundtable: Town Hall will host the Charleston Horticultural Society, mayors and staff from the tri-county area, and speakers on Friday, October 16, from 8 to 10 a.m. This should be an exciting event.

Narcan Training: the monthly Narcan training will be held on Wednesday, October 21 at 6:00 p.m. at the Town Hall. This program is in sponsorship with our Opioid Grant. Mayor Lyon reminded everyone about the "Barney" box on the front porch with Narcan and encouraged everyone to take some to help saves lives in cases of overdoses.

Comprehensive Plan Workshop: the Planning Commission will meet on Monday, October 19 at 5 p.m. in preparation for our Comprehensive Plan Update. The Berkeley-Charleston-Dorchester (BCD) Council of Governments will be present to help us prepare for that.

Poetry Reading and Open Mic: will be held on Tuesday, October 27 at 7 p.m.

World Music Café: will be held on Friday, October 30 and is a fund-raiser for the Art and Community Center.

Joan Sooy Monument Dedication: Few individuals remain who remember Joan Sooy, the Town's first mayor, whose efforts were essential to the Town's establishment. Her photograph is displayed at the bottom of the wall. Mayor Sooy is buried at Holy Cross Cemetery, where the Town will erect a monument in her honor on Sunday, November 1, at 2 p.m. The event will feature food and music, with Mayor Sooy's daughter and son and several original council members in attendance. The History Commission has purchased a memorial stone in her honor. Members of the public are invited to commemorate the Town and Mayor Sooy's contributions.

Town Market: Mayor Lyon announced that the Town Market will be held on Friday, November 6 featuring John Price and the Moonshine Boys. This band has played at several Town Markets, and they draw a great crowd. Mayor Lyon encouraged everyone to attend.

Finance Report: Mayor Lyon addressed questions regarding the Finance Report. In response to Councilwoman Mignano's question, Mayor Lyon clarified that the **$6,382 in expenditures under Facilities, "Parks and Equipment,"** were for parks and covered three months, representing less than 25% of the 12-month fiscal cycles were not out of line .

In response to Councilman Williams, Mayor Lyon explained that the gravel on the trails at Pinckney Park had not been refreshed in some time and that the work was completed to address safety concerns.

Councilman Williams also requested clarification regarding the **$63,792 in building permit contract fees**, noting that there was no current budget allocation for this expense. Mayor Lyon explained that the Town collects building permit fees and pays 90% of those revenues to Safebuilt, retaining the remaining 10%. She stated that the amount reflected in the budget was high due to these transactions and that a budget amendment would be necessary to bring the accounts into balance. Councilman Dodson added that no data had been previously available to provide an accurate picture of what these expenses and revenues would look like.

Island Sheriff's Patrol Report: Captain James addressed a resident's concern about speeding along Secessionville Road. He explained that the area is within the City of Charleston and the Town may need to obtain the City's permission to enforce speeding regulations there. He acknowledged the speeding concerns but noted that the Town does not patrol the area because it falls within the City's jurisdiction. He also mentioned the speeding concerns on Avenue B, explaining that enforcement would require coordination among the County, City, and Town. Captain James reported that October was a relatively quiet month and reviewed the infractions that occurred during the month.

Public Works Report: the Public Works Report was provided and accepted as information to Council.

Code Enforcement Report: The Code Enforcement Report was provided and accepted as information to Council.

Requests for Consideration by Staff:

Nabors Drive Sidewalk Survey Update: Mayor Lyon reported that the Nabors sidewalk project was originally initiated in 2020 but was put on hold due to COVID-19. The Town budgeted $235,000 for the project and received $230,000 from Charleston County Transportation Sales Tax (TST). Recently, Representative Tom Hartnett earmarked an additional $230,000 in response to a funding request submitted by City Councilwoman Leslie Skardon to address the project's remaining funding needs as the City has not made a contribution.

Mayor Lyon explained that, since the Town Engineer Laura Cabiness began reviewing the project, incomplete survey work had been identified, requiring additional surveying and extensive utility markings to minimize potential conflicts during construction. Ms. Cabiness added that some utility providers had not responded to the 811 utility locate request, and existing gas and water lines had not been identified. The project remained on hold until March 2026, following the County TST Committee's approval of the additional funding. She said to minimize potential utility conflicts and avoid construction delays, Johnson, Laschober & Associates (JLA) recommended updating the survey and engaging ESP, a private utility locating company. ESP would use electromagnetic locating methods and ground-penetrating radar to determine the approximate horizontal locations of detectable underground utilities within the project area. Cornerstone would update the existing survey.

Councilwoman Mignano requested clarification regarding the total cost of the work. It was confirmed that the total was $19,000, consisting of $11,000 for ESP's utility locating services and $8,000 for Cornerstone's survey update. Councilwoman Mignano referenced a previous amount of $9,500 and was advised that this figure related to an earlier contract and that the current cost was $19,000.

Mayor Lyon called for a motion and a second for discussion. Councilwoman Mignano made the motion, and Councilman Dodson seconded it.

Councilwoman Drayton-Crumblin asked whether the Town would be solely responsible for the $19,000. Mayor Lyon responded that the cost, out of funds already allocated for the project. Councilman Dodson commented that spending $19,000 to mark the utilities now would help prevent utility disruptions. He also asked whether there was any recourse against the previous surveyors for errors in the original survey and Engineer Cabiness said no, they were incomplete. Mayor Lyon stated that Attorney Quisenberry had reviewed the contracts and raised several questions and would address any issues before the contract is signed.

Mayor Lyon commented on the traffic congestion and road conditions along Nabors Drive. Councilwoman Mignano added that she frequently travels the road and noted that many mothers with strollers and children riding bicycles use the area. She expressed concern that there is no grassy shoulder for pedestrians to move onto, creating potentially dangerous conditions.

Mayor Lyon shared that two City-owned properties have drainage issues and that the Town had been asked to include them in the drainage and engineering plans. She clarified that the Town would not use Town funds to address the City's drainage issues and emphasized that she did not want those issues to delay the Nabors Drive project. She stated that the City would need to secure funding for the two properties and understood that Councilwoman Skardon was actively working to obtain funding. However, she stressed that the Town could not wait for that funding before moving forward with the project. Mayor Lyon added that Town Engineer Laura Cabiness had completed some preliminary engineering work for the drainage issues separately from the main project for the City or County to pay for and reiterated that Town funds would not be used for the City's drainage improvements.

Vote

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|---|---|
| Councilman Boles | Aye |
| Councilman Dodson | Aye |
| Councilwoman Drayton-Crumblin | Aye |
| Councilwoman Mignano | Aye |
| Councilman Mullinax | Aye |
| Councilman Williams | Aye |
| Mayor Lyon | Aye |

Unanimous

Requests for Consideration by Council:

Request to Use Council Chambers for Palmetto Fiber Arts Guild: Mayor Lyon called for a motion and a second for discussion for the Palmetto Fibert Arts Guild to use Council Chambers January-November 2027. Motion was made by Councilman Boles, seconded by Councilwoman Mignano. No discussion. Passed unanimously.

Request to use Council Chambers for Coastal Camelia Society: Mayor Lyon called for a motion and a second for discussion for the Coastal Camelia Society to use Council Chambers January -November 2027. Motion was made by Councilman Dodson, seconded by Councilwoman Mignano. No discussion. Passed unanimously.

Request to Approve Accommodations Tax Committee Recommendation of $57,000 to Town of James Island: Mayor Lyon explained that the Accommodations Tax Committee had approved the Town's grant

application which Council had authorized last month. No other requests were submitted to the committee this year. A copy of the grant application was included in Council's meeting packet last month and also provided at their seat tonight.
She stated that the available balance was $57,468 and that the funds had to be spent or they would be lost. She recalled a similar situation the previous year when the Town received slightly less than the available amount because she did not want to request additional funds.

Mayor Lyon called for a motion and a second to discuss adjusting the Accommodations Tax Committee's recommendation from $56,000 to $57,468. Councilman Dodson made the motion, seconded by Councilman Mullinax.

Vote:

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|---|---|
| Councilman Boles | Aye |
| Councilman Dodson | Aye |
| Councilwoman Drayton-Crumblin | Aye |
| Councilwoman Mignano | Aye |
| Councilman Mullinax | Aye |
| Councilman Williams | Aye |
| Mayor Lyon | Aye |

Unanimous

Mayor Lyon called for a motion to accept the Town's Accommodations Tax Grant in the amount of $57,468. Councilman Dodson made the motion, seconded by Councilwoman Drayton-Crumblin. The motion passed unanimously.

Committee Reports

Land Use Committee: Mayor Lyon announced that there would be no BZA or regular Planning Commission meeting this month. There will be a special Planning Commission meeting on Monday, October 19 at 5 p.m. on discussion of the Comprehensive Plan. This should be an interesting meeting. Everyone was invited to attend.

James Island Pride/Making Our Island Beautiful: Councilwoman Drayton-Crumblin announced that the committee met tonight. A Helping Hands cleanup will be held on Saturday, October 17 at 9 a.m. Meet at Simeon Pinckney Park. On November 14 Helping Hands and an Adopt-a-Highway (AAH) clean cleanup will be held. Details to follow. Next meeting will be November 19 at 6:00 p.m.

Children's Committee: Councilwoman Mignano announced plans for the upcoming Children's Fall Festival, scheduled for Friday, November 13, from 3:00 to 6:30 p.m. at Town Hall. The festival will feature fun, games, music, and more. Councilwoman Mignano also announced that a donation box will be available at the festival to collect items for Abundantly More; a nonprofit organization that provides essential items to children entering foster care. She noted that children often enter foster care with only the clothes on their backs and highlighted the importance of supporting the organization's efforts. Additionally, Councilwoman Mignano announced that she will be working with Captain James, to coordinate the upcoming Thanksgiving meal initiative for families on James Island. A donation box will be available at the front desk for those wishing to contribute gift cards to support the effort.

Neighborhood Council: Councilman Mullinax announced the next meeting for Thursday, October 22 at 6:00 p.m. He moved to amend the agenda to add a committee appointment, seconded by Councilman Dodson and passed unanimously. Councilman Mullinax moved for the appointment of Carol Jackson to

represent the Bayfront subdivision, seconded by Councilwoman Drayton-Crumblin and passed unanimously.

History Commission: Councilman Williams reported that the History Commission's November Town Market theme will be on National American Heritage, while December's theme will focus on the Town of James Island. He reminded residents to attend the Payne RMUE Church Historical Marker unveiling on Sunday, October 18, at 12:30 p.m. at Payne Church on Camp Road. He also announced that a memorial marker dedication for former Mayor Joan Sooy is scheduled for Sunday, November 1, at Holy Cross Cemetery. Additionally, a cleanup at Battery Cheves in Fort Johnson Estates is planned.

Rethink Folly Road: Councilwoman Drayton-Crumblin announced the next meeting for Rethink Folly Road is scheduled for November 18 at 3:00 p.m. at the Town Hall.

Drainage Committee: No Report.

Business Development Committee: Councilman Dodson announced the next meeting for the Business Development Committee on November 4 at 5:00 p.m. at the Town Hall.

Trees Advisory Committee: Mayor Lyon gave an overview from the recent Trees Advisory Committee meeting. She noted that David Quick spoke at the meeting. A tree giveaway is planned for the November Town Market as well as for the upcoming Arbor Day Celebration. Plans for December 4

James Island Intergovernmental Council: Mayor Lyon announced the next meeting on Wednesday, October 228 at 7:00 p.m. at the Town Hall. Engineer, Laura Cabiness will give an update on sidewalks in the Town and Melissa Flick on Public Works and drainage projects.

Accommodations Tax Committee: Councilman Dodson gave an overview from the previous meeting held on September 21. He noted there was one applicant (the Town) to apply for the Accommodations Tax Grant and hopes we will have more the next time.

James Island Arts Council: Mayor Lyon reminded everyone of the Poetry Reading and Open Mic scheduled for Tuesday, October 27 at 7:00 p.m. and the World Music Café on Friday, October 30 at 7:00 p.m. and encouraged everyone to attend as there will be Spoleto quality talent.

Parks and Gardens Council: Mayor Lyon encouraged everyone to see the native plant garden in the front of the Town Hall during daylight.

Ordinances up for First Reading:

First Reading: Ordinance #2026-14: An Ordinance Amending Chapter 30 of the Code of Ordinances of the Town of James Island to Update the Date of Regular Municipal Elections to Comply with Updates to State Law: Mayor Lyon explained that the ordinance is required by state law to regulate the timing of municipal elections. The new law requires municipal general elections to be held on the first Tuesday after the first Monday in November of odd-numbered years, beginning with the November 2027 general election. Mayor Lyon called for a motion and a second to approve first reading. Councilman Boles made the motion, and Councilman Lewis seconded. No discussion.

Vote

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| Councilman Boles | Aye |
| Councilman Dodson | Aye |
| Councilwoman Drayton-Crumblin | Aye |

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| Councilwoman Mignano | Aye |
| Councilman Mullinax | Aye |
| Councilman Williams | Aye |
| Mayor Lyon | Aye |

Unanimous

Ordinances up for Second/Final Reading:

Second Reading: Ordinance #2026-12: An Ordinance Amending the Town of James Island Town Regulations Concerning Livability #2012-09: Noise Offenses: Mayor Lyon read the ordinance by title and called for motion and a second to approve second reading. The motion was made by Councilwoman Mignano, seconded by Councilwoman Drayton-Crumblin. No discussion.

Vote

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|---|---|
| Councilman Boles | Aye |
| Councilman Dodson | Aye |
| Councilwoman Drayton-Crumblin | Aye |
| Councilwoman Mignano | Aye |
| Councilman Mullinax | Aye |
| Councilman Williams | Aye |
| Mayor Lyon | Aye |

Unanimous

Second Reading: Ordinance #2026-13: Amending Ordinance #2026-05: Adopting the FY 2026-2027 Budget for the Town of James Island, SC to Ratify, Confirm, and Establish the Property Tax Millage Rate of 16.0 Mills for FY 2026-2027 Mayor Lyon read the ordinance by title and stated that the millage rate should have been included when the budget was adopted. She explained that the ordinance establishes and confirms the property millage rate at 16.0 mills, applying the Local Option Sales Tax (LOST) credit to cover the full amount of the millage. The Town does not collect property taxes; instead, the credit offsets the millage so that no property taxes are assessed.

Mayor Lyon called for a motion to approve the ordinance. Councilman Dodson made the motion, and Councilwoman Drayton-Crumblin seconded it.

Councilman Mullinax asked whether the local option sales tax was being used for the millage. Mayor Lyon confirmed the local option sales tax was used to credit the millage and use for the Town operations in order not to have a property tax. She responded that the millage rate remained the same as the previous year. She further explained that the millage had previously been reduced from 17.6 mills to 16.0 mills last year to bring the property tax amount to zero and ensure that property owners were not taxed.

Councilman Dodson further noted that the Town has to have a millage but does not have to charge a rate for that millage. The millage for the Town is 16.0; the charge per millage is zero; (0x16.0 = 0) so no property tax is collected, instead we used the local option sales tax to fund the Town.

Vote

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|---|---|
| Councilman Boles | Aye |
| Councilman Dodson | Aye |
| Councilwoman Drayton-Crumblin | Aye |
| Councilwoman Mignano | Aye |
| Councilman Mullinax | Nay |

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|---|---|
| Councilman Williams | Aye |
| Mayor Lyon | Aye |

Passed 6-1

Old Business: None

New Business: None

Executive Session: Mayor Lyon stated that the Town may enter an Executive Session in accordance with the Code of Laws of South Carolina Section 30-4-70 (A) (2): for the receipt of legal advice regarding litigation matters regarding KT Properties, LLC vs. Town of James Island and contractual matters, including discussions of a proposed sale or purchase of property. Upon returning to open session the Council may act on matters discussed in the Executive Session.

Mayor Lyon called for a motion and a second to enter into the Executive Session. The motion was made by Councilman Dodson, seconded by Councilwoman Drayton-Crumblin. No discussion. Passed unanimously and Council entered at 8:10 p.m.

Return to Regular Session: Mayor Lyon called for a motion to return to regular session at 8:44 p.m. The motion was made by Councilwoman Drayton-Crumblin, seconded by Councilwoman Mignano and passed unanimously. Mayor Lyon announced that no votes were taken during the Executive Session.

Motion: Councilman Dodson moved that the Town Council authorize the Mayor to purchase the real property commonly known as 1120 Hillman Street, also known as Lot 3, Hillman Street, Charleston County, South Carolina, bearing TMS # 428-03-00-066, for a purchase price of Three Hundred Twenty Thousand Dollars ($320,000), upon the terms and conditions set forth in the proposed Agreement to Purchase and Sale and the proposed Possession by Seller After Closing Agreement presented to Town Council during the Executive Session.

Councilman Dodson further moved that the Mayor be authorized, on behalf of the Town, to execute those agreements and all other documents reasonably necessary to conduct due diligence, obtain good and marketable title, close the transaction, and complete the acquisition, including payment of the purchase price, closing costs, and reimbursement of documented trailer-removal expenses in an amount not to exceed Ten Thousand Dollars ($10,000.00), as provided in the Possession by Seller After Closing Agreement.

Councilman Dodson further moved to authorize the Mayor, in consultation with the Town Attorney, to approve and execute nonmaterial revisions to the agreement and closing documents, as necessary. Councilwoman Drayton-Crumblin offered a second to all of the motions that came forth by Councilman Dodson. No discussion.

Vote

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|---|---|
| Councilman Boles | Nay |
| Councilman Dodson | Aye |
| Councilwoman Drayton-Crumblin | Aye |
| Councilwoman Mignano | Aye |
| Councilman Mullinax | Aye |
| Councilman Williams | Aye |
| Mayor Lyon | Aye |

Passed 6-1

Announcements/Closing Comments:
All of Council wished everyone a safe Halloween and thanked the Island Sheriffs Patrol for their service. Councilman Willliams recognized Ed Greene, who never misses a Council meeting, for his efforts in getting the massive pile of dirt at the end of the connector cleaned up. Mayor Lyon reminded everyone to attend the upcoming events scheduled at the Town.

Adjournment: There being no further business to come before the body, the meeting adjourned at 8:48 p.m.

Respectfully submitted:

Frances W. Simmons

Frances Simmons
Town Clerk

My name is pagelyn smalls I am a junior at the university of South Carolina double majoring and political science in African-American studies. I stand here today as a sixth generation Charlestonian specifically James Island native. My great great grandmother Mary "Feedie" Roper was the only midwife on James Island during Jim Crow and my grandfather "MaChild" Bermaine Davis was a cabbie for black James Island residence commuting them between downtown Charleston and James Island. This island that I have come to know in love has been drastically changing before my eyes every time I come home. Whether that be fighting to preserve the legacy of Gullah settlement communities , especially with constant issues of being able to access resources vital to our community like the water due to rapid tone deaf expansion and gated communities, and/or the erasure of black neighborhoods due to rapid gentrification in my own familial neighborhood like westchester. That said,I emplore for you to continue to stand up for the rights of all James Island natives building bridges between the beenyas and comeyas. I emplore you to stand up for the history of James Island, and I employ you to preserve the beauty of James Island. Not just i a beautiful history that I am a legacy of but the beauty that continues to be jaded by rapid expansion, traffic, and population congestion. Thank you.

STATE OF SOUTH CAROLINA )
)
COUNTY OF CHARLESTON )

POSSESSION BY SELLER
AFTER CLOSING AGREEMENT

In reference to the Agreement to Purchase and Sell Real Estate between the **Town of James Island, its successors or assigns** (the "Purchaser") and **Carlton Manwell Swinton** (the "Seller"), dated _____, 2026, covering real property known as **1120 Hillman St., James Island, Charleston County, South Carolina** bearing TMS Number 428-03-00-066 (hereinafter the "Property").

Seller wishes to retain possession of the Property after closing for the purpose of removing Seller's personal property from the Property and Purchaser is willing for Seller to do so under certain circumstances. Now, therefore, in consideration of the premises and of the mutual promises of the parties, Seller and Purchaser agree as follows:

WITNESSETH:

1. Purchaser grants permission to Seller to leave a trailer and associated improvements and attachments on the Property after closing for ninety (90) days commencing on the Closing Date and ending at 6:00 p.m. EST on day 90 days from the Closing Date (the "Term"). ***TIME IS OF THE ESSENCE.*** On or before the expiration of the Term, Seller shall remove, or cause to be removed, the trailer, all personal property therein, and all improvements and attachments thereto from the Property and shall cap all water/sewer connections and electrical lines. For purposes of this Agreement, "improvements and attachments" shall mean stairs, porches, posts, awnings, skirting, and tires.

2. Sellers shall pay to Purchaser a rental fee of $0.00 per week with the first week to be collected at Closing and the rental fee for subsequent weeks to be collected every Friday thereafter until the Term expires or until Seller vacates the Property as provided in Paragraph 1 above, whichever shall come first. In the event Sellers vacate the Property during any portion of a week for which the rental fee has already been paid, Sellers shall not be entitled to a refund.

3. Seller shall be responsible for all expenses associated with removal of the trailer and all personal property therein or affixed thereto and capping applicable utilities ("Removal Expenses"). Purchaser agrees to reimburse Seller for all documented Removal Expenses incurred by Seller not to exceed Ten Thousand and 00/100ths ($10,000.00) Dollars. To document Removal Expenses, Seller shall provide paid receipts to Purchaser within ten (10) business days after the removal of the trailer from the Property. ***Time being of the Essence.*** In the event that Seller fails to provide paid receipts for Removal Expenses within ten (10) business days, Seller shall be deemed to have waived any reimbursement owed hereunder. Upon timely receipt of paid receipts from Seller, Purchaser shall issue reimbursement within ten (10) business days.

4. Seller shall maintain adequate liability insurance for personal injury to other persons as well as adequate coverage for contents and personal belongings during the period of occupancy. Seller shall hold Purchaser harmless against any loss or damage to Sellers's personal property while such property is located at the premises. Purchaser shall maintain adequate insurance for casualty loss or damage to the Property.

5. During the period of occupancy after Closing, Seller shall be responsible for any damage to the Property arising out of the presence of Seller's trailer on the Property or removal of the trailer and any personal property therein or affixed thereto from the Property. Seller agrees to refrain from undertaking any alterations or changes to the Property without prior written consent of Purchaser, normal wear and tear expected.

6. During Seller's period of occupancy after Closing, Purchaser shall have the right of full access to the Property at reasonable times for purposes of inspection, and such right shall extend to Purchaser's agents or employees.

7. By affixing his signature hereto, Seller expressly intends and agrees to hold the Purchaser and Purchaser's agents harmless from any claims or actions for damages or injuries, including loss of life, which arise as a result of Seller's acts, the acts of his/her agents or vendors, or the acts of anyone else entering the Property during Seller's occupancy. This indemnity shall survive any expiration or termination of this Agreement.

8. It is specifically understood that should the Seller's trailer or personal property be destroyed by fire or other occurrence during the time that Seller is in possession after Closing, the risk of loss of Seller's trailer or personal property or bodily injury including death shall be borne by the Seller.

9. This Agreement shall not amend or supersede any of the respective rights and obligations of the parties under the Agreement to Purchase and Sell, other than such rights and obligations specifically described in this Agreement.

10. ***THIS AGREEMENT IS INTENDED ONLY TO GIVE THE SELLER THE RIGHT TO POSSESSION AFTER CLOSING TO ARRANGE REMOVAL OF THE TRAILER AND ASSOCIATED PERSONAL PROPERTY AND IS NOT INTENDED TO ESTABLISH A LANDLORD AND TENANT RELATIONSHIP.***

11. This Agreement shall be governed by South Carolina law and the parties shall be entitled to any and all remedies provided by law in the event of default.

WITNESSES:

_____

Witness #1

_____

Witness #2

PURCHASER: **Town of James Island**

_____

**Mayor Brook Lyon**

WITNESSES:

_____

Witness #1

_____

SELLER:

_____

**Carlton Manwell Swinton**

Witness #2

## AGREEMENT TO PURCHASE AND SALE

THIS AGREEMENT ("Agreement") made and entered into this _____ day of October, 2026, by and between **Carlton Manwell Swinton** (the "Seller") and **The Town of James Island,** its successors or assigns (the "Buyer").

WITNESSETH

In consideration of the mutual terms, covenants, conditions and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Property. Seller agrees to sell and Buyer agrees to purchase the property more particularly described as **1120 Hillman St. a/k/a Lot 3 Hillman St., James Island, Charleston County, South Carolina bearing TMS Number 428-03-00-066** together with all and singular the tenements, hereditaments, rights, easements, and appurtenances now or hereafter belonging thereto (the "Property").

2. Purchase Price. The purchase price for the Property (the "Purchase Price") shall be **Three Hundred Twenty Thousand and no/100ths ($320,000.00)** Dollars, paid as follows:

   a) Earnest money in the amount of **Ten Thousand and no/100ths ($10,000.00) Dollars** paid by Buyer within forty-eight (48) hours of the ratification of this Contract and held by **Clement Rivers, LLP** ("Escrow Agent") pending closing;

   b) Remaining balance of the purchase price along with any closing costs or expenses as provided herein shall be paid to Escrow Agent at Closing by Buyer in immediately available funds.

3. Closing. The closing of the purchase and sale of the Property, herein called "Closing" shall be held on or before **November 20, 2026** (the "Closing Date"), ***TIME BEING OF THE ESSENCE***, at the offices of Clement Rivers, LLP, or at such other place as shall be mutually agreeable to the parties hereto. On or before the Closing Date, the Seller shall execute and deliver to Buyer, the following:

   a. A General Warranty deed in recordable form conveying marketable and insurable title to the Property to Buyer in fee simple free and clear of all liens and encumbrances.

   b. A Title Affidavit indicating that, as of the date of the Closing, there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving the Seller; that there are no labor or material furnished to the Property for which mechanic's liens could be filed; and that there are no other unrecorded leases or other interests in the Property of any kind.

   c. A FIRPTA Certificate, Seller's tax identification number or Social Security Number, and any other documentation as may be required by the Title Company (as hereinafter defined) or the attorney for the Buyer to carry out the terms, covenants, conditions, and intent of the within Contract.

   d. Such documents as Buyer's counsel, or the Title Company (as hereinafter defined), may reasonably request to evidence Seller's authority to execute and perform under

this Agreement and to execute and deliver all documents conveying the Property to Buyer.

e. South Carolina Withholding Affidavit and accompanying 1099.

f. Affidavit that the sale of the property will not be a sale of the majority of Seller's assets, or a tax compliance letter from the South Carolina Department of Revenue, if the sale is a majority of Seller's assets.

The sale described herein shall be closed in escrow pending a final title update and recording of all recordable documents.

4. Due Diligence/Inspection Period. Buyer will have until 5:00 p.m. on November 10, 2026 (the "Inspection Period") to make an inspection of the Property, including title matters, soil, engineering, planning, environmental, code, permitting, zoning, or other studies and investigations as Buyer shall deem appropriate. In any event Buyer, in Buyer's sole judgment and discretion, shall conclude that said inspections, reviews, studies, matters, and/or investigations are not satisfactory, for whatever reason, then Buyer may terminate this Agreement by delivering written notice of such termination to Seller on or before the expiration of the Inspection Period. If Buyer fails to timely give such notice of termination to Seller, this Paragraph shall be of no further force and effect, and Buyer shall have no further right to terminate this Agreement pursuant to this paragraph. If Buyer does give notice of termination to Seller on or before the expiration of the Inspection Period, then the Earnest Money shall be refunded to Buyer and the parties hereto shall have no further rights, duties or obligations under this Agreement. Buyer shall pay all costs incurred by Buyer in making any such inspections and investigations and shall indemnify, defend, and hold the Seller harmless from any liens, claims, losses and liability arising out of the Buyer's exercise of such right and privilege to go upon the Property.

   Seller shall maintain the Property and any appurtenant interest, fixtures, improvements, and systems, if any, in their current condition and shall not make any material changes thereto prior to Closing, unless otherwise provided herein.

5. Marketable Title. This sale shall be conditioned upon the delivery of a good and marketable title to the Property and title shall be conveyed to Buyer, free and clear of all encumbrances or liens. This sale shall be further conditioned upon Buyer obtaining, at the time of Closing, a standard ALTA owner's policy of title insurance in the amount of the Purchase Price issued by Chicago Title Insurance Company (the "Title Company"). The owner's title insurance policy shall insure the marketability of the title to the Property, free and clear of (i) all liens, rights, agreements, charges, and encumbrances, except the Permitted Exceptions, (ii) all survey exceptions, and (iii) unrecorded mechanics' or materialmen's liens. Buyer shall notify Seller of any objections or defects in the title prior to the expiration of the Inspection Period. If Buyer's objections cannot reasonably be removed or the defects cured by Seller, Buyer shall have the option of (a) accepting marketable title or such title as Seller can deliver without waiving any rights which Buyer may have under the Agreement, or (b) terminating this Agreement, in which case the Earnest Money shall be fully refunded to Buyer.

6. Risk of Loss. Until the purchase of the Property has been consummated on the date of Closing, all risk of loss of, or damage to, or destruction of, the Property or any personal property located on or affixed to the Property, whether by fire, flood, tornado, hurricane or other casualty, or by the exercise of the power of eminent domain, or otherwise, shall belong to and be borne by the

Seller. If, prior to Closing, the Property or any personal property located or affixed to the Property is damaged or destroyed, Buyer, at Buyer's option, may declare this Agreement null and void and receive a full refund of the Earnest Money. If Buyer elects to proceed and to consummate the transfer and conveyance under this Agreement despite such damage or destruction, there shall be no reduction in, abatement of, or set-off against the Purchase Price, and Seller shall assigns to Buyer all of Seller's rights, title and interest in and to all insurance proceeds resulting from such damage or destruction. Seller agrees to keep the Property and all improvements located thereon insured against fire and all other hazards at the Property's full insurable value, unless otherwise provided herein.

7. Condemnation. If, prior to Closing, the Property or any part thereof shall be taken by eminent domain, this Agreement shall become null and void, at Buyer's sole option, and all Earnest Money shall be refunded to Buyer. Seller shall notify Buyer in writing of any such taking as soon as Seller becomes aware of it. If Buyer elects to proceed and to consummate the transfer and conveyance under this Agreement despite such taking, there shall be no reduction in, abatement of, or setoff against the Purchase Price and Seller shall assign to Buyer all of Seller's right, title and interest in and to any award or settlement made or to be made in the condemnation proceedings.

8. Brokerage Commission. Both Seller and Buyer acknowledge and understand that there is no agent involved in this transaction.

9. Closing Costs. The Seller shall be responsible for the fees or taxes for documentary stamps or other transfer taxes, including all fees due pursuant to South Carolina Code Section 12-24-10, et seq., due with respect to the transfer of the Property, and expenses actually incurred by the Seller to clear any and all encumbrances from the Property prior to Closing. The Buyer shall be responsible for costs of deed preparation and Seller's attorney's fees, customary buyer closing costs, including, but not limited to, obtaining title work, title insurance premium, lender costs, and all costs to obtain insurance, homeowner's association information, working capital assessments, and all Buyer's attorney's fees and costs incurred by Buyer to consummate the purchase.

10. Prorations. All rents, ad valorem taxes, user fees, and assessments due with respect to the Property for the calendar year of the Closing shall be prorated between Buyer and the Seller as of the Closing Date. If the actual amount of such taxes is not known as of such date, the proration will be on an equitable basis and will be based on the most current and accurate billing information available. If, upon receipt of the actual property tax bills for the year of Closing, such proration proves to be inaccurate, then the Seller and the Buyer shall correct any such malapportionment. Seller shall be responsible for payment of any delinquent taxes for any year other than the year of Closing. This paragraph shall survive Closing.

11. Possession. Unless otherwise provided herein, Seller shall transfer possession of the Property to Buyer at Closing free of all of Seller's possessions, personal property, trash and refuse and free of any Tenants and their possessions, personal property, trash and refuse.

12. Access to Property. Prior to the Closing, Buyer and Buyer's agents shall have reasonable access to the Property at reasonable times to conduct such inspections as Buyer shall deem appropriate. Buyer shall pay all costs incurred by Buyer in making such surveys, studies, inspections and investigations and shall indemnify, defend, and hold the Seller harmless from any liens, claims, losses or liabilities arising out of the Buyer's exercise of such right and privileges to go upon the Property. Seller shall notify any Tenants in residence of Buyer's right to access to the Property

prior to Closing and shall assist Buyer in gaining access to the Property in the event that Tenant is not cooperative.

13. Default and Remedy.

(a) Notwithstanding anything to the contrary in this Agreement, of Seller defaults under this Agreement prior to Closing and fails to cure such default within five (5) business days of notice thereof, at Buyer's option, Buyer may elect; (i) to terminate this Agreement in which case the Earnest Money shall be returned to Buyer together with payment by Seller to Buyer of all costs or expenses incurred by Buyer in connection with this Agreement or the transaction contemplated hereunder (including without limitation attorney's fees, due diligence expenses, and other out of pocket costs), and this Agreement shall, without further action of the parties, become null and void and neither party shall have any further rights or obligations under this Agreement, or (ii) to sue Seller for specific performance of the sale of the Property, in accordance with the terms of this Agreement. The parties recognize that if Seller breaches this Agreement and refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury, due to the unique nature of the Property.

(b) Notwithstanding anything to the contrary contained in this Agreement, if Buyer defaults under this Agreement as a result of which the Closing fails to occur and fails to cure such default within five (5) business days of notice thereof, the Earnest Money shall be forfeited to Seller as liquidated damages, which shall be Seller's sole and exclusive remedy at law or equity against Buyer, and neither party shall have any further rights or obligations under this Agreement. Seller and Buyer acknowledge and agree that (1) the Earnest Money is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of Closing to occur due to a default of Buyer under this Agreement; (2) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Agreement would be extremely difficult and impractical to determine; (3) the Earnest Money shall be and constitute valid liquidated damages and not a penalty; and (4) the Earnest Money shall be fully refundable to Buyer if the Closing fails to occur for any reason other than a default hereunder by Buyer.

14. Assignment. Buyer shall have the right to assign this Agreement to any entity owned or controlled in whole or in part by Buyer (or any affiliate, parent or subsidiary of Buyer), or may otherwise assign this Agreement without Seller's consent.

15. Survival. All of the terms, conditions, covenants, representations, warranties, and agreements in this Contract shall survive and continue in full force and effect and shall be enforceable after the Closing.

16. Notice. Notice to Seller and Buyer shall be deemed to have been made if deposited in the U.S. Mail, return receipt requested, with the date of postmark constituted the date of notification, or shall deemed to have been made by fax or email the date upon which such fax or email was sent to the parties using the information provided herein.

17. Entire Agreement, Modification. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreement between the parties. It is expressly agreed that there are no verbal understandings or agreements which in anyway change the terms, covenants, and conditions herein set forth, and that no modification of this

Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

18. Binding Effect. All covenants, agreements, warranties, and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

19. Governing Law. This Agreement shall be governed by the law of the State of South Carolina.

20. Effective Date. The Effective Date of this Agreement for all purposes shall be the date when a fully-executed counterpart to this Agreement is delivered to the Buyer, signed and initialed by Buyer and Seller.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

22. Attorney's Fees. All attorneys' fees and other costs associated with this Agreement shall be paid by the party incurring them.

23. Terms of Offer. Intentionally Omitted.

24. Financing Contingency. None.

25. Confidentiality/Non-Solicitation. Seller agrees to keep confidential all discussions, negotiations, and proceedings relating to the Property and the proposed transaction between Buyer and Seller, and other matters regulated thereto. Seller will not solicit or entertain any offers or inquiries from third parties to purchase the Property while this Agreement is in effect. Buyer shall have all rights and remedies at law or in equity in the event of a breach of this confidentiality provision by Seller.

26. Special Stipulations/Conditions to Closing.

    a. As a closing contingency, Seller shall require that all Tenants/Occupants vacate the Property and remove all personal items, trash and refuse at least forty-eight (48) hours prior to Closing. Seller shall certify that this condition has been met at Closing.

    b. Seller shall remove, or cause to be removed, the trailer and all accessories or improvements attached thereto located on the Property within ninety (90) days of Closing as more specifically provided in a Post Occupancy Agreement to be executed by the Parties simultaneously hereiwth. This provision shall survive Closing.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

WITNESSES:

_____

_____

**BUYER**: Town of James Island

_____
By: Mayor Brook Lyon

Date of Execution:_____

**SELLER:**

_____

_____
Carlton Manwell Swinton

Date of Execution:_____

_____ (Buyer) _____ (Buyer) _____ (Seller) _____ (Seller)