

The Town of James Island held its regularly scheduled meeting on Thursday, April 18, 2024, at 7:00 p.m. in person at the Town Hall, 1122 Dills Bluff Rd., James Island, SC. This meeting was also live-streamed on the Town's website at [www.jamesislandsc.us/livestream-townmeetings](http://www.jamesislandsc.us/livestream-townmeetings) and 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: Boles, Dodson, Mignano, Mullinax, and Mayor Lyon, who presided. Also, Michael Hemmer, Town Administrator, Keith LaDeaux, PW Coordinator/Project Manager, Lt. Shawn James, Island Sheriff's Patrol, Brian Quisenberry, Town Attorney, and Frances Simmons, Town Clerk.

Opening Exercises: Mayor Lyon called the meeting to order at 7:00 p.m. She asked those who wished to join in the prayer followed by the Pledge of Allegiance.

Presentation: Proclamation Honoring Senator George E. Campsen, III: Mayor Lyon recognized Senator George E. Campsen, III by reading a proclamation in his honor for his service to the Town of James Island and the James Island community. Senator Campsen was instrumental in securing state earmarked funds for the State of SC including the Town for fiscal years 2022-2023 and 2023-2024 to support the conversion of septic tanks to public sewer for approximately 199 properties adjacent to the James Island Creek. Mayor Lyon read the attached Proclamation into the record. Afterward a photo session was held.

Senator Campsen expressed his gratitude and appreciation commenting that he serves in the most beautiful District in South Carolina and James Island adds to that beauty. He recalled being instrumental in previous incorporations of the Town with Senator Glenn McConnel when the Town fought to control its own destiny and thanked the Mayor and Council. He announced that today the State Budget passed \$500,000 for Fiscal Year 2024-2025 sewer projects.

Public Comments: No one signed in to speak.

Consent Agenda:

Minutes of Town Council Budget Workshop, March 18, 2024

Minutes of Town Council Regular Meeting, March 21, 2024

Minutes of Town Council Special Meeting, April 8, 2024

A motion to approve the minutes under the Consent Agenda was made by Councilman Boles, seconded by Councilman Mullinax. Passed unanimously.

Information Reports:

Finance Report: Finance Officer, Merrell Roe, gave an overview of the March Budget Report and answered questions from Councilwoman Mignano regarding various line item expenditures. The March report was accepted as information.

Town Administrator Report: Town Administrator, Michael Hemmer provided an overview of the activities he accomplished during his first two-weeks as Administrator. Report accepted as information.

Review of 2024-2025 Annual Budget: Mr. Hemmer and Ms. Roe provided a summary of the 2024-2025 Annual Budget with the recommended changes. Mr. Hemmer reviewed proposed revenues, expenditures, and departmental budgets, capital projects, hospitality, American Rescue Plan funding, Accommodations Tax, and Stormwater. Questions and discussion were addressed by Mr. Hemmer. There was brief discussion about the Accommodations Tax and the committee that Councilman Dodson is forming. Councilman Dodson said he is working on membership for this seven person committee (representatives from accommodations, food and beverage, arts, lodging, hospitality). Mayor Lyon said she may have a member

for the committee. Mr. Hemmer informed Council that a Public Hearing and First Reading will be held at the May Town Council for the 2024-2025 Annual Budget. Councilwoman Mignano thanked staff for their hard work.

Island Sheriff's Patrol Report (ISP): Lt. James reported that no significant issues occurred between March 20 and April 3. He said school closes next month and the ISP is preparing for it. Lt. James gave an overview of offenses that occurred in the Town over the last month, including thefts, traffic and parking violations. Mayor Lyon thanked the Island Sheriff's Patrol for their hard work and dedication to the Town.

Public Works Report: Mayor Lyon reported that the Quail Run project is coming to a close. Bids will be sought for the townhomes that were undersigned for some time. The Hillman lot was unable to be cleaned on yesterday because the contractor was unable to get a dump truck to haul away the contents on the lot. She announced that Wendy Shelton, (Arts & Cultural Center) secured a Parks Grant to beautify the property.

Mayor Lyon said the Quail Run Project packaged with the Woodhaven Project has started and we have gotten some complaints. She, Keith LaDeaux, and Mike Hemmer were at the site with the engineer and contractors to discuss those concerns. She said with Keith's guidance and his site visits we will not have the issues that we have faced. She added that some work done caused water to be blocked in other areas. This has been addressed with the engineer and hopefully it has improved. The contractors for the Oceanview/Stone Post project has asked for two additional weeks extension because of rain and inclement weather. Staff is meeting with the engineers on Monday to follow-up to close in May. The rains last Thursday caused some problems with flooding and sewer backups on Chicory Way and Ft. Johnson. The rains caused backup in some residents' homes and yards. Mayor Lyon said she has reached out to PSD Commissioners individually and the Acting Manager, Tamara White, and she plans to reach out to Mike Saia, Charleston Water, to discuss problems with the lines. Commissioner Clifford has indicated that it may have to do with Plum Island. Charleston Water should be able to provide input into this. Mike Hemmer has prepared a Request for Proposals (RFP) to solicit private contractors to help with ditches and pipes. Mayor Lyon said this will help citizens that have had problems for a long time in getting these issues resolved.

Mayor Lyon announced the hire of Keith LaDeaux, Public Works Coordinator/Project Manager who started work on Monday. Keith has hit the ground running; everyone loves him as well as the citizens he has met.

Mayor Lyon introduced Keith LaDeaux who shared that he has been a contractor and a plumber's son since he was able to pick up a wrench and hammer. For the last 12 years he has been a manager with Boeing and debated whether to retire to have a work/life balance and when this opportunity came about he saw it as an opportunity to give back to his community. As far as the projects go, the contractors will probably get sick of him because you cannot run a project from the office so he will be on-site regularly to make it work for our citizens. Keith also shared that he was a groundskeeper for the Pittsburg Pirates having extensive knowledge in landscaping. He thanked Council for the opportunity and Mayor Lyon for hiring him but he works for the citizens and has an open door policy. Keith was welcomed by the Council.

Requests for Consideration by Staff: None.

Requests for Consideration by Council:

Repair Care Program: Roof Repair @1780 N. Mayflower Drive: Mayor Lyon made a request for the replacement of a roof at 1780 N. Mayflower Drive. Habitat repaired this roof approximately 6 years ago. Since that time, the roof needs to be repaired again. She said money is in the budget for this expense. This is the first application we have received this year and with Councilwoman Mignano's guidance of the Repair Care Program, we will have others. Robin Sanders handles the requests for both the Repair Care and Habitat Programs and we may have two other requests before the end of the fiscal year. A motion to approve the

expenditure of \$10,664.50 was made by Councilman Boles, seconded by Councilman Dodson. Councilwoman Mignano asked if the SC Home Grant Program was sought to assist with this repair and it was discussed that this year's application period had closed. Mayor Lyon indicated they had sought other funding to no avail.

Vote

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

Repairs to Peregrine Town Homes (landscaping damage from drainage project): Mayor Lyon brought forth three quotes for the repairs at the Peregrine Town Homes for landscaping. Quotes were received from: J. Evans Services, LLC, \$24,360; Sunshine Lawn Care, LLC, \$20,160; and Pleasant Places, \$14,005 that were received after the packets were sent out. These quotes are made a part of the record.

This repair is from the Quail Run Drainage Project and the area is between the town homes that were destroyed. Mayor Lyon said J. Evans Services replaced the sod there and repaired the outfall project. She said Sunshine Lawn Care is the company that maintains the townhomes on a regular basis and is recommended by the Vice President of the Townhomes. She said the price difference is pretty significant and they understand that we have to be cost effective. Pleasant Places is doing the sprinkler replacement repair and IPW is picking up that cost because it was in the contract.

Councilwoman Mignano moved to approve Sunshine Lawn Care @ \$20,160, seconded by Councilman Dodson. Councilwoman Mignano said she understands that Sunshine Lawn Care has been caring for the townhomes and is familiar with what needs to be done. She knows both J. Evans and Sunshine Lawn Care to be outstanding companies with upstanding people to stand behind their work. She does not know Pleasant Places but looked at their ratings online and it wasn't great. She recommends using people that we know who will be here tomorrow. She thanked J. Evans for their hard work.

Councilman Dodson voiced concerns about the \$6,000 difference between Sunshine Lawn Care and Pleasant Places. He said this cost is outside of what we budgeted initially for this project because we were unable to hold the contractors accountable for the damages that they did. He does not want the people living there to have sub-par work but wished we could've held the contractors accountable. Mayor Lyon agreed and said there was no penalty clause in the contact. Councilman Dodson asked as we are working on the budget, where would this line item come from and Mr. Hemmer replied from Projects in Capital Improvements. As discussion continued, Councilwoman Mignano mentioned that she walked Quail Run as others did and saw gaping holes and erosion; a child fell when the ground should have been secured. She said this could've been very dangerous if it was filled with water. She thinks the citizens have put up with a lot of difficulty, poor workmanship and no customer service and would like to give them something that they can trust. Mayor Lyon said Pleasant Places is the company that IPW uses. She does not know that we should hold that against them, however, she does not have a problem approving Sunshine Lawn Service as we know them, they are local, and they do the work for the Townhomes. After discussion, the roll was called.

Vote

Councilman Boles	Aye
Councilman Dodson	Aye
Councilwoman Mignano	Aye

Councilman Mullinax           Aye  
Mayor Lyon                    Aye  
Passed Unanimously

Flock Cameras: Lt. James gave an overview of the Flock cameras in response to concerns from Council that it may monitor citizens. He said Flock is a license plate recognition reader that stores data for up to 30 days. The cameras gather evidence and facts about vehicles, not people. It also alerts law enforcement about vehicles that are wanted and is very effective in solving crimes, as well as missing children and adults. Lt. James said the camera does not show facial recognition; it is not tied to personal data, and it is not used for traffic enforcement. He said the City of North Charleston has about 800 placed in various locations. The City of Charleston and the County uses them also. Councilwoman Mignano asked if having the cameras could be a deterrence before something is done. Lt. James replied yes. There were questions of where the cameras would be placed in the Town and Lt. James said they cannot be placed on DOT or main roads such as Folly Rd. but perhaps roads such as Camp, Ft. Johnson or and Harborview Roads. Councilman Dodson, talked to the Police Chief on Folly Beach and his brother, who is also a police officer and they describe the cameras as an incredible resource. Someone would have to put in a case code to pull information. The system is very specific, not citizen monitored. Councilman Boles thought Council should try it. Council then discussed how many to purchase, 3 or 6. Councilman Dodson moved for the purchase of six cameras at \$20,000, seconded by Councilman Boles.

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 Planning Commission meeting for April was cancelled. The applicant for a Special Exception (coffee shop) before the Board of Zoning Appeals has requested a deferral. The variance request to remove a 52” DBH Grand Oak tree in close proximity to the applicant’s home was deferred for additional information from the applicant’s structural engineer.

Environment and Beautification Committee: Councilwoman Mignano announced that Helping Hands and James Island Pride met on Wednesday at their new meeting time at 6:30 p.m. She thanked everyone for agreeing to change the time so she is able to attend meetings. The committee is working to improve the edging on Harborview Rd. for the bike lanes and looking into those options. Helping Hands is looking to get new pins and hats. A new lawnmower blade was purchased so more lawns can be cut. Helping Hands will meet this Saturday, April 20 at Pinckney Park for a service day. Pizza will be served afterwards. The Adopt-A-Highway litter pickup will be held on Saturday, May 18.

Children’s Committee: No Report.

Public Safety Committee/Neighborhood Council:

Council Reassignment: Mayor Lyon announced a change in assignment. Councilman Mullinax has requested to Chair the Drainage Committee and Councilman Boles will Chair the Public Safety/Neighborhood Council Committee.

Appointment to Neighborhood Council: Mayor Lyon presented the following persons to serve on the Neighborhood Council Committee: Leigh Ohlandt, Scholer Blair, and Kelly Thoralsen. Councilman



Dodson moved to seat those persons, seconded by Councilman Boles. Passed unanimously. The Committee will meet on Thursday, April 25 @ 7:00 p.m. Councilman Boles said he is looking forward to this meeting.

History Committee: Mayor Lyon said she attended her first History Committee and was excited to report on the following: Wendy Shelton (JIACC) secured a \$12,000 grant for an audio driving tour. A meeting will be held at Pinckney Park on May 2 to discuss Simeon Pinckney. There have been discussions over the past year about exhuming Simeon Pinckney's body and burying him at Pinckney Park. The lady whose property he is buried on does not want his body removed and is willing to have a headstone placed at Pinckney Park as a memorial in honor of him. A new Historical Marker for the Grimball Skirmish is in the process of being ordered so we will have a record of this historical event.

Appointment to History Committee: Mayor Lyon moved for the appointment of Delores Walters and Randy Hilyer to serve on the History Committee, seconded by Councilman Boles. Passed unanimously.

Rethink Folly Road: Mayor Lyon announced that the Steering Committee met virtually on Zoom on yesterday and there was no update on the plan because the committee had just met for the regular meeting. This was a special meeting to discuss funding for the grant match for the Phase II and III studies. Caroline Parker is planning to ask her committee for \$200,000 and the County has not gotten anything yet. Another meeting is scheduled in two weeks to find out what the committee decides. Mayor Lyon said she will keep Council updated on the decisions that are made. She said this is a study and the Town has little property in Phase II and none in Phase III.

Drainage Committee: Councilman Mullinax has taken over the Chair for this committee. Mayor Lyon announced that a community wide drainage meeting will be held on May 13 at 6:00 p.m. at the Town Hall.

Business Development Committee: Councilman Dodson announced that he has four members to seat on the committee at the May Town Council meeting and hopes to schedule a meeting in late May or early June.

Trees Advisory Committee: Mayor Lyon reported that the committee met on April 9 and discussed having a tree giveaway and also having students identify island trees and cleaning and fertilizing them to help preserve as many as possible. Charleston Water Systems has reached out to Mayor Lyon after the sink hole issue and would like to plant a Live Oak tree to replace the one that fell into the sink hole. More information is forthcoming.

James Island Intergovernmental Council: Councilwoman Mignano announced a meeting upcoming on April 24.

Accommodations Tax Committee: Councilman Dodson noted his comments were touched on during the discussions on the budget.

Proclamations and Resolutions: None

Ordinances up for First Reading: None

Ordinances up for Second Reading: None

Old Business: Mayor Lyon announced that the first Town Market will be held on Friday, May 3 from 6-9 p.m. Caroline is doing a great job pulling everything together with help from staff. T-shirts will be given to all workers and vendor packets have gone out. Mayor Lyon said this will be a great event and encouraged everyone to come out to support the Town Market.

New Business: Councilwoman Mignano shared a citizen complaint that the resident who owns the house next to the proposed traffic circle reached out to her because he has not received his compensation from the County and was told that the Town had not signed the agreement about the Stone Post monument. Councilwoman Mignano will discuss this with Mayor Lyon. Mayor Lyon added that some residents are questioning where the stone posts should be placed. Mayor Lyon thanked Councilwoman Mignano for bringing this to her attention and will follow up on this.

Executive Session: Mayor Lyon announced that the Town Council may enter into an executive session in accordance with the Code of Laws of South Carolina 30-4-70 (A) (2) regarding discussion of proposed contractual matters and proposed purchase of property. Upon returning to Open Session the Council may act on matters discussed in the executive session.

Mayor Lyon moved to enter into an executive session, seconded by Councilman Dodson.

Vote

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

Passed Unanimously

The Council entered the executive session at 8:36 p.m.

Return to Regular Session: Mayor Lyon called for a motion to return to regular session at 9:12 p.m. The motion was made by Councilwoman Mignano, seconded by Councilman Dodson and passed unanimously. Mayor Lyon announced that no votes were taken by Council during the executive session.

Councilman Boles moved to authorize legal counsel to negotiate terms and provisions of a contract to purchase real property consistent with the terms presented in the proposed Purchase and Sale Agreement, and further to authorize the Mayor to approve final terms. Council Dodson seconded the motion. There was no discussion.

Vote

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

Passed Unanimously

The Purchase and Sale Agreement is entered into the record.

Announcements/Closing Comments:

Councilman Dodson is looking forward to seeing everyone at the Town Market on May 3 and at the community drainage meeting on May 13. He is continuing to look for people to sit on the Accommodations Tax Committee and a couple on the Business Development Committee. He welcomed new PW Coordinator/Project Manager Keith LaDeaux.

Councilwoman Mignano thanked everyone for their support, input and hard work. She realizes that everyone, including the citizens and staff have been putting in long hours and it is appreciated. We look forward to better days ahead.

Councilman Boles thanked everyone and wished them a good night.

Councilman Mullinax wished everyone a good evening.

Mayor Lyon thanked Frances Simmons, Town Clerk and Mike Hemmer, new Town Administrator who won't be new much longer. She is excited to have our new Town Attorney, Brian Quisenberry on board who has helped us so much in the short time he has been appointed. She thanked Lt. James for keeping us safe.

Adjournment: There being no further business to come before the body, the meeting adjourned at 9:16 p.m.

Respectfully submitted:



Frances Simmons  
Town Clerk



# Sunshine Lawn Care, LLC

1233 Chuka Ct. | Charleston, SC 29412  
843-801-6989 | sunshinelawncaresc@gmail.com | www.sunshinelawncaresc.com

**RECIPIENT:**

**Brook Lyon**

Camp Road  
James Island, South Carolina 29412

**Estimate #1726**

Sent on 04/11/2024

**Total \$20,160.00**

Product/Service	Description	Qty.	Unit Price	Total
Sod	Empire zoysia Including labor and delivery by pallet. Installation only. We carry no liability for sod that dies after installation.	6	\$600.00	\$3,600.00
Labor	Prepare a for sod Grade if necessary.	6	\$100.00	\$600.00*
Job Materials	5 each wax leaf ligustrum (65 gallon) 5 each loripedelum zhuzhou (15 gallon) 1 each live oak (200 gallon) 12 each variegated pitasporum (15 gallon) 5 each boxwood (15 gallon) 2 each holly (45 gallon)	1	\$10,960.00	\$10,960.00*
Labor	Labor for planting all plants including soil amendments and delivery	1	\$5,000.00	\$5,000.00*

A deposit of \$10,080.00 will be required to begin.

**Total \$20,160.00**

\* Non-taxable

Dear Mayor Lyon and Town of James Island Council-members,

Please find enclosed the detailed cost breakdown provided by our supplier for the nearest replacement materials for the plantings. The pricing for sod is determined by the current rates set by our supplier. It's important to note that the prices listed are subject to change based on the current market rates for these materials.

Typically, the labor cost for planting in this project would amount to \$10,000. In a demonstration of goodwill towards the Town of James Island and the residents of Peregrine Point Condos, Sunshine Lawn Care is pleased to offer a 50% reduction in this labor cost.

# Brownswood

NURSERY & LANDSCAPE

## QUOTE

**Brownswood Nursery & Landscape**  
 1290 Brownswood Road  
 Johns Island, SC 29455  
 (843) 559 3425  
 www.brownswoodnursery.com

**Sunshine Lawn Care, LLC**  
 Mike Terelak  
 Customer # 5509  
 1233 Chuka Ct  
 Charleston, SC 29412  
 (843) 804-9508 / (843) 200-9940  
 sunshinelawncares843@gmail.com

Date            QUOTE #  
 4/11/2024    1758

#	Item	Description	Qty	Unit Price	Ext. Price	Tax
1	1696	Ligustrum Wax Leaf 65G	5	649.99	3,249.95	✓
2	16142	Boxwood Japanese 15G	5	129.99	649.95	✓
3	999	Loropetalum Zhuzhou 15G	5	115.99	579.95	✓
4	8273	Pittosporum Variegated 15G	12 X	99.99	<del>1199.95</del>	✓ 700
5	1219	Dahoon Holly Ftg 45G	2	569.99	1,139.98	✓
6	1938	Live Oak Seedling 200G	1	3,299.99	3,299.99	✓
Subtotal					9,419.77	
Tax (9%)					847.78	
<b>Total</b>					<del>\$ 10,267.55</del>	
<b>Balance Due</b>					<b>\$ 10,267.55</b>	<u>\$10,967.</u>

**Quote Terms and Conditions:**

Prices are subject to change without notice and this price is only valid at time of sale.

Please contact us at (843) 268-0262 or email us at orders@brownswoodnursery.com to move forward with this order.

Once your order is confirmed, please allow 2-3 weeks to fulfill and order any items that are temporarily out of stock. We are happy to suggest substitutions for out-of-stock items.

Thank you for your business.







## Sunshine Lawn Care, LLC

1233 Chuka Ct. | Charleston, SC 29412

843-801-6989 | [sunshinelawncaresc@gmail.com](mailto:sunshinelawncaresc@gmail.com) | [www.sunshinelawncaresc.com](http://www.sunshinelawncaresc.com)

Notes Continued...

Thank you for entrusting us with your lawn care needs.

Warm regards,

Mike & Pamela Terelak, Owners  
Sunshine Lawn Care, LLC

\*\*\*THIS IS NOT A BILL.

\*Quotes for one-off jobs may be subject to change due to unforeseen project adjustments. Final invoice will be sent upon job completion.

\*50% deposit required on any quotes over \$1000.00

\*Any cancellations not made at least 24 hours before the agreed scheduled date will result in a fee being charged to the account.

\*Quote is valid for 30 days unless otherwise specified in writing by Sunshine Lawn Care Management.

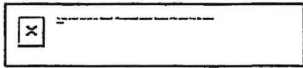
\*Visit our website at [www.sunshinelawncaresc.com](http://www.sunshinelawncaresc.com) for TERMS & CONDITIONS.

## Brook Lyon

---

**From:** Sunshine Lawn Care LLC <notification@getjobber.com>  
**Sent:** Thursday, April 11, 2024 4:49 PM  
**To:** Brook Lyon  
**Cc:** Cynthia Mignano; pamela@sunshinelawncaresc.com; mike@sunshinelawncaresc.com  
**Subject:** Quote from Sunshine Lawn Care, LLC - Peregrine Point Install  
**Attachments:** 2024-4-11\_TOJI\_PPT\_plant\_quote\_Brown.pdf; estimate\_1726.pdf

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



## Estimate

Dear Mayor Lyon and Town of James Island Council-members,

Enclosed, please find our quote for the work required at Peregrine Point, along with a detailed cost breakdown. It is essential to note that the prices listed are subject to change based on the current market rates for these materials.

Typically, the labor cost for the planting in this project would amount to \$10,000. As a gesture of goodwill, we have included a discount on the labor cost.

This is not a bill. It is an estimate based on the work discussed at the time of the quotation. The final invoice will be provided upon completion of the work.

**\*\*IF THIS IS FOR A ONE-OFF JOB (not maintenance), please note that quotes are given based on an annual maintenance schedule.**

If you have any questions or concerns regarding this quotation, please do not hesitate to get in touch with us. You can reach us via email, please start a separate thread addressed to pamela@sunshinelawncaresc.com.

Warm regards,

Mike & Pamela Terelak, Owners  
Sunshine Lawn Care, LLC



# Brownswood

NURSERY & LANDSCAPE

## QUOTE

**Brownswood Nursery & Landscape**  
 1290 Brownswood Road  
 Johns Island, SC 29455  
 (843) 559 3425  
 www.brownswoodnursery.com

**Sunshine Lawn Care, LLC**  
 Mike Terelak  
 Customer # 5509  
 1233 Chuka Ct  
 Charleston, SC 29412  
 (843) 804-9508 / (843) 200-9940  
 sunshinelawncares843@gmail.com

Date            QUOTE #  
 4/11/2024    1758

#	Item	Description	Qty	Unit Price	Ext. Price	Tax
1	1696	Ligustrum Wax Leaf 65G	5	649.99	3,249.95	✓
2	16142	Boxwood Japanese 15G	5	129.99	649.95	✓
3	999	Loropetalum Zhuzhou 15G	5	115.99	579.95	✓
4	8273	Pittosporum Variegated 15G	12 X	99.99	<del>1199.88</del>	✓ 700
5	1219	Dahoon Holly Ftg 45G	2	569.99	1,139.98	✓
6	1938	Live Oak Seedling 200G	1	3,299.99	3,299.99	✓
Subtotal					9,419.77	
Tax (9%)					847.78	
Total					<del>\$ 10,267.55</del>	
Balance Due					\$ 10,267.55	\$10,967.

**Quote Terms and Conditions:**

Prices are subject to change without notice and this price is only valid at time of sale.

Please contact us at (843) 268-0262 or email us at orders@brownswoodnursery.com to move forward with this order.

Once your order is confirmed, please allow 2-3 weeks to fulfill and order any items that are temporarily out of stock. We are happy to suggest substitutions for out-of-stock items.

Thank you for your business.



Since 1984



April 16, 2024  
Quail Run 2

Contract No. - 20428

ITEM	QTY	UOM	UNIT PRICE	TOTAL PRICE
<b>LANDSCAPE</b>				
Oak, Live - Quercus virginiana - 5" Tree - Installed	1.00	5"	\$1,476.63	\$1,476.63
Holly, Dahoon - Ilex cassine - 10' - 12' Tree - Installed	2.00	2"	\$574.33	\$1,148.65
Ligustrum, Green - Ligustrum japonica - 10' - 12' Tree - Installed	5.00	12'	\$1,275.63	\$6,378.16
Loropetalum, Zhuzhou - Loropetalum chinensis 'Zhuzhou' - 15 gal - Installed	5.00	15 gal	\$178.75	\$893.75
Pittosporum, Variegated - Pittosporum tobira variegata - 7 gal - Installed	12.00	7 gal	\$48.13	\$577.55
Boxwood, Winter Green - Buxus Microphylla Japonica - 15 gal - Installed	5.00	15 gal	\$185.50	\$927.49
Sod - Zoysia (Empire) - Zoysia japonica - Sod - Installed	2,700.00	sf	\$0.96	\$2,602.77
				<b>\$14,005.00</b>

### BID SUMMARY

SERVICES	SALES TAX	TOTAL PRICE
Tree Installation	\$0.00	\$2,625.28
Shrub Installation	\$0.00	\$8,776.95
Sod Installation	\$0.00	\$2,602.77
		<b>\$0.00</b>
		<b>\$14,005.00</b>

Sale	\$14,005.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$14,005.00</b>



**BID QUALIFICATION NOTES**

This proposal is based upon drawings issued by \_\_\_ on sheets \_\_\_ and \_\_\_ dated \_\_\_ as outlined above.

**Proposal is valid for 60 days unless noted for commodity materials.**

- Scope of work is limited to line items detailed in this proposal. Line item pricing may be subject to change based on reductions in scope. Value Engineering [VE] directives will override plan drawings & construction details and Specifications.
- Unit Pricing is based on award of proposal as a whole, and is subject to change with any changes in scope of work.
- All plant material proposed is available at the time of bid unless noted. Contractor cannot guarantee availability of material at time of installation unless secured with a deposit as stored material.
- Trees and shrubs are priced by the unit of measure noted: Trees in order of caliper, height, or container size; and Shrubs are priced by container size. If or when plant schedule heights conflict with shrub container sizes, the discrepancy must be rectified by the landscape architect.
- Irrigation will be a design build system providing 100% coverage to all newly installed landscaping (unless otherwise noted).
- All Irrigated plants and the irrigation system will be guaranteed for 1 year from the date of completion and acceptance by owner. Water source and power source to the irrigation system are provided by others. Non-irrigated plants will not be covered by warranty.
- A Soil Analysis, if required, will be provided at no additional cost.
- Landscape Maintenance can be proposed separately after installation is complete.
- A minimum of two weeks' notice is required for scheduling installations of stock materials.

**BID EXCLUSIONS unless itemized above:**

- Permitting, Engineering Layout, Traffic Control, Erosion Control, Onsite Dump, Disposal, and Washout will be provided by others.
- Disposal of debris, dirt and demolished material are excluded.
- Irrigation sleeving, boring, and select or flowable fill for sleeves are excluded.
- Soil amendments are excluded. Soil amendments recommended by a soil analysis are available for purchase as an addition to this proposal.
- Topsoil is provided by others and brought to finished grade within 1/10' unless itemized in proposal.
- Compacted subgrade is provided by others and brought to finished grade within 1/10' unless itemized in proposal.
- Mock-up materials and / or plant samples are excluded.
- Bond cost is excluded.
- **Crane and Hoisting fees are excluded unless itemized.**

**Signed Acceptance:**

Company: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



## **J. Evans Services, LLC.**

655 Schooner Rd.  
Charleston, SC 29412  
Josh Evans (843)-452-0204

**Proposal Number:** 312

**Date:** 4/18/2024

**To:** Town of James Island (Brook Lyon- Mayor)

**Location:** Quail Run Cul Da Sac  
Charleston, SC 29412

### **Proposed Work To Include:**

#### **Replanting:**

- Grading to entire area to prep for sod and plant material
- Purchase, pick up, deliver and install approx. 2700 sq. ft of empire zoysia
- Purchase, pick up, deliver and install soil amendments and prep materials for plant installation
- Purchase, pick up, deliver and install the following plant materials:
  - 5- 65 gal. wax leaf ligustrum
  - 5- 15 gal. loripedelum
  - 1- 200 gal. live oak
  - 12- 15 gal. variegated pitasporum
  - 5- 15 gal. boxwood
  - 2- 45 gal. Holly
- 
- Clean up and remove all job-related debris

**Total Proposed Amount (Material and Labor) - \$24,360.00**

#### **\*JOB SPECIFIC NOTES\***

- All irrigation to be repaired in and operational prior to work beginning. If not, irrigation will be repaired by J. Evans Services and billed accordingly.

#### **\*GENERAL NOTES\***

-Utilities to be called in and marked by J. Evans Services prior to work being started  
-Any damage to irrigation, drainage, or unforeseen/ unmarked utilities will be additional cost to repair if damaged

- On site power and water may be used
- Due to unforeseen weather, future care, and air/ soil temperatures, there are no warranties provided for installation of living plants, grass, etc...
- Any additional work to be performed, other than details listed above will be submitted and approved prior to completion
- In certain cases, a 50% down payment is required for work to begin
- Total amount due upon completion of work

**Signature for Approval of Work Itemized and Proposed** \_\_\_\_\_

## PURCHASE & SALE AGREEMENT

**THIS PURCHASE & SALE AGREEMENT** (this "**Agreement**"), dated as of \_\_\_\_\_, 2024 ("**Effective Date**"), is entered by and between **Charleston STR Owner, 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 property (collectively "**Property**"):
  - a. That certain parcel of real property located at That certain parcel of real property located at 1335 and 1349 Sea Aire Dr., James Island, Charleston County, SC bearing Charleston County TMS Nos. 428-01-00-052 and 428-01-00-053, respectively. ("**Land**") as more particularly described in Schedule A attached hereto; and
  - b. All rights, privileges and easements appurtenant to the Land including, but not limited to, all mineral rights, development rights, air rights and water rights relating to the Land, and any other easements, rights-of-way or appurtenances existing for the beneficial use and enjoyment of the Land, 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 Land 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 Land ("**Appurtenances**"); and
  - c. All improvements located and permanently attached on the Land including but not limited to any buildings or other structures and any facilities used to provide utility or other services thereto ("**Improvements**").
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 One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00) for the Property, as follows:
  - a. Thirteen Thousand and 00/100 Dollars (\$13,000.00) ("**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.
  - b. The balance of the purchase price shall be paid to Seller at Closing in cash or by wire transfer of immediately available federal funds subject to disbursement as set forth in Section 4 of this Agreement.
  - c. The Earnest Money shall be non-refundable and shall be paid to Seller if the Closing does not occur for any reason other than as a result of the termination of this Agreement by Buyer in any manner permitted



by this Agreement. 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 the date which is on or before thirty (30) days following the final day of the Inspection Period as defined in Section 10 of this Agreement ("**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 the deed and all expenses related to any financing Buyer may obtain to purchase the Property.

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.

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**") 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 a quit-claim deed containing a metes and bounds legal description of the Property as shown on a current survey obtained by Buyer.

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 or 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 summary of 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 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 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.

10. Inspection Period.

a. Seller hereby grants to Buyer the right to enter upon the Property for a period of one hundred fifty (150) days following the later to occur of either from the date Buyer receives all the documents and information to be provided by Seller pursuant to Section 8 of this Agreement ("**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 option to terminate this Agreement by written notice to Seller if the Inspection Period has not commenced within sixty (60) days following the date of this Agreement.

c. If Buyer determines, in its sole and absolute discretion, that the Property is for any reason unsuitable for its purposes, Buyer shall have the right to terminate this Agreement by written notice to Seller prior to the end of the Inspection Period in which event Buyer shall receive a full refund of the Earnest Money.

11. Cooperation by Seller. Seller shall cooperate with Buyer during and after the Inspection Period by providing reasonable and continued access to the Property. Seller shall 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 and any future development 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**"). Buyer shall apply for the Loan and shall use diligent efforts to satisfy the lender's requirements for the closing of the Loan prior to the end of the Inspection Period to the extent such requirements can reasonably be satisfied within the Inspection period (such as the submission of financial information, a preliminary title insurance commitment and a preliminary survey of the Property).

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 to closing of the Loan 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.

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:

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. There is no 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, except as set forth in Section 12 and Section 13 of this Agreement.

d. Seller has received no notice of 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 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 thirty (30) 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 three (3) 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 three (3) 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 and expenses reasonably 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. Confidentiality. The terms of this Agreement and any information not previously disclosed to the public, furnished by Seller to Buyer or by Buyer to Seller in connection with the transactions contemplated hereby, shall not be disclosed to any person other than each party's respective attorneys, accountants, brokers, consultants or financial advisors having a need to know such information, except by Buyer after Closing or as required by law or in a legal proceeding involving this Agreement or as reasonably necessary to permit Buyer to conduct inspections of the Property and investigations as to future development and operation of the Property, as contemplated by Section 10 of this Agreement. Seller shall not solicit or entertain bids, enter into any negotiation or discussion, or enter into any agreement for the sale or lease of the Property or any portion thereof while this Agreement is in effect.
21. 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.
22. 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.
23. 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.
24. Assignment. It is contemplated that Buyer may assign this Agreement to another entity to be formed for the purpose of acquiring the Property. Buyer agrees to deliver a copy of any such assignment to Seller and Seller hereby consents to such an assignment.
25. 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.
26. 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, return receipt requested, 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:	The Town of James Island James Island, SC 29412 Facsimile: (843)
Charleston STR Owner, LLC 561 Folly Rd. Charleston, SC 29412 Attn: Douglas K Berenguer Facsimile:	With a copy by facsimile to:
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
ATTY SC 294XX Facsimile: (843)	
If to Buyer:	

27. 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.

28. 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.

29. 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 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.

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

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

32. 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.

33. 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 this Agreement shall lie in the Charleston County Court of Common Pleas.

34. Attorneys' Fees. In the event that 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.

35. 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.

[SIGNATURES ON FOLLOWING PAGE]

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:  
**Charleston STR Owner, LLC**

\_\_\_\_\_  
*Witness as to Seller*

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

SCHEDULE A

*Legal Description of the Property*

ALL that lot, piece or parcel of land, situate, lying and being on James Island, Charleston County, South Carolina, and more particularly shown on a plat of subdivision of a tract of land owned by Walter W. Herbert, Sr. And Walter W. Herbert, Jr., by A. L. Glen, dated November 2, 1956, and recorded in Book U62 at Page 334 and hereby made part hereof as Lot "A".

Said lot "A" measuring on the Eastern and Western Boundaries a distance of two hundred (200') feet; on its Northern boundary, one hundred sixty-seven and 5/10 (167.5') feet and ninety-six (96') feet, and on its Southern boundary, two hundred seventy and 2/10 (270.2') feet. Be the said dimensions more or less and having such location, size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

TMS#: 428-01-00-052

AND

ALL that lot, piece or parcel of land, situate, lying and being on James Island, Charleston County, South Carolina, and more particularly shown on a plat of subdivision of a tract of land owned by Walter W. Herbert, Sr. And Walter W. Herbert, Jr., by A. L. Glen, dated November 2, 1956, and recorded in Book U62 at Page 334 and hereby made part hereof as Lot "B".

MEASURING AND CONTAINING AND BUTTING AND BOUNDING on the North on Lot A on said plat, two hundred seventy and 2/10 (270.2) feet; on the East on Thomson Drive one hundred twenty eight (128) feet; on the South on Lot "C" on said plat two hundred seventy two and 3/10 (272.3) feet; and on the West on lands now or formerly of Julia L. Porcher one hundred twenty eight (128) feet, and being said dimensions a little more or less.

TMS#: 428-01-00-053